

NEOMAAA Funded

Terms and Conditions

Version 4.0.1

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Neom Triple A Information Technology LLC
The Binary by Omniyat, Office 2114, Business Bay, Dubai, UAE

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Component Documents. These Terms are supplemented by, and form an integral whole with, the Component Documents defined in 1.5(nn) (Privacy Policy, Cookie Policy, AML/KYC Policy, Refund Policy, and Plan Specification). Each Component Document is incorporated into and forms an integral part of this Agreement. The order of precedence in the event of any conflict between these Terms and a Component Document is set out in 1.5(nn).

Chapter 1 INTRODUCTION

1.1 Welcome

Neom Triple A Information Technology LLC, a limited liability company duly incorporated under the laws of the United Arab Emirates, with its registered office at The Binary by Omniyat, Office 2114, Business Bay, Dubai, United Arab Emirates (the 'Company,' 'NEOMAAA Funded,' or 'NEOMAAA'), provides you (the 'Participant') with a limited, revocable, non-exclusive license to use its simulated trading evaluation, education and gamified-skill assessment services (the 'Services'), subject to the terms and conditions set out in this agreement (the 'Agreement'). The Participant is not a client, customer, counterparty, investor, or recipient of any regulated investment service. By accepting these Terms and Conditions, the Participant acknowledges and agrees to the pricing, rules and product configurations published on neomaaafunded.com.

1.2 Binding Agreement

These Terms and Conditions are a binding contract between you and NEOMAAA Funded. By accepting these Terms and Conditions, by visiting the website, by initiating any registration or payment process, or by using the Services, you confirm that you have read, understood, and agreed to be bound by these Terms and Conditions, including without limitation, all rules, pricing, and policies referenced herein or made available on the website. You also confirm that you have the legal capacity to enter into this Agreement.

1.3 Modifications

The Company may modify, amend, or update any part of the Services, rules, pricing, evaluation parameters, product structure, or these Terms in accordance with the following regime:

- (a)** Immediate effect, no notice required. Modifications take effect immediately upon publication where the modification is required for, or directly responsive to: (i) fraud prevention or platform-integrity protection; (ii) information-security incidents; (iii) where a competent regulator, court, or law-enforcement authority issues a binding order effective immediately upon receipt; OR where a service provider serving the Company (including payment processors, MT5/TradeLocker platform providers,

or banking partners) requires action under its terms of service effective seven (7) Business Days after written notice to the Participant, except where immediate action is required by such provider in writing; (iv) AML/CTF requirements under UAE Federal Decree-Law No. 20 of 2018 (as superseded by Federal Decree-Law No. 10 of 2025) or any equivalent regime; (v) requirements imposed by the Company's payment service providers, banking partners, or platform vendors; (vi) court orders or regulator directives; or (vii) modifications that operate exclusively in the Participant's favour (e.g., reduced fees, more permissive trading rules, increased Recognition Tiers).

- (b)** Fourteen (14) days' prior notice. All other material modifications, in particular changes affecting pricing of active Funded Evaluation Accounts, the Performance Rewards / Benefit Program payment methodology, the Reward Coefficient, or the Recognition Tier rules, take effect no earlier than fourteen (14) days after dispatch of an email Notice to the Participant at the address registered to the Participant's account. Publication on the Company website or in the Client Area is an informational duplicate only and shall not, of itself, start the fourteen (14) day period running.

(b-bis) Accelerated Amendment Regime cross-reference. For amendments that fall within the Accelerated Amendment Regime under 15.9-bis (which enumerates exhaustive triggers including binding orders of competent regulators, courts, or law-enforcement authorities; sanctions and AML/CTF actions; platform-vendor and payment-provider directives; and information-security incidents), the procedure set out in 15.9-bis applies in lieu of the fourteen (14) day prior-notice period under sub-paragraph (b) above. Sub-paragraph (a) of this 1.3 and 15.9-bis are to be read together as a single coherent framework; in the event of any apparent inconsistency, 15.9-bis prevails as to the procedural mechanics (publication, notice, retrospective justification, and Participant remedies), while this 1.3 prevails as to the substantive Grounds for Modification under sub-paragraph (e).

- (c)** Non-retroactivity. No modification under this 1.3 shall retroactively reduce any Crystallised Benefit Program Amount (1.5(q)), nor shall any modification retroactively affect any Promotion under which a Participant has already paid the Account Price under the published terms; the version of these Terms in force at the date of Account Price payment shall continue to apply to that specific Funded Evaluation Account through to its conclusion or account closure under 17.6.
- (d)** Continued use after the effective date of a modification (notified in accordance with 15.9) constitutes acceptance.
- (e) Grounds for Modification.** The Company may modify the Programme Rules (including the trading rules in 7.10, the consistency requirements in 17, the Plan Specifications, and the Benefit Program economics) only on one or more of the following exhaustive grounds:
 - (i) Launch of new Services.** Introduction of new product families, new Evaluation types, new account types, new instruments, or new payout mechanisms, where the modification is necessary to integrate the new Service into the existing framework.
 - (ii) Legal or regulatory compliance.** Compliance with a change in applicable law, regulation, regulatory guidance, court order, or binding decision of a

competent regulatory authority, including without limitation MiFID II, the EU Crowdfunding Regulation, the EU Markets in Crypto-Assets Regulation (MiCA), UAE Central Bank guidance, GDPR, or sanctions regulation.

- (iii) **Clarification.** Clarification of an existing rule where: (A) the existing wording is ambiguous, internally inconsistent, or has been subject to a competent interpretation that differs from the Company's stated interpretation; and (B) the clarification does not materially worsen the Participant's position, taken as a whole.
- (iv) **Technical infrastructure.** Changes to the simulated trading platform, the Client Area, payment processors, identity verification providers, or other technical infrastructure, where the modification is necessary to reflect the technical change.
- (v) **Cost structure.** Changes in the Company's cost structure where: (A) the change is caused by a third-party supplier (e.g., simulated-data licensor, payment processor, KYC/AML vendor, infrastructure provider); (B) the cost change is not reasonably attributable to the Company's voluntary commercial choices; and (C) the modification of the Programme Rules is the minimum reasonably necessary to address the cost change.
- (vi) **Programme integrity.** Changes necessary to prevent or address documented patterns of abuse, fraud, money laundering, sanctions evasion, account-sharing, risk-limit circumvention, or other conduct prejudicial to programme integrity, including conduct identified by industry-wide data, regulatory enforcement actions, or internal investigations.
- (vii) **Benefit Program economics.** Changes to Benefit Program parameters where: (A) the change is necessary to maintain the long-term financial sustainability of the Benefit Program; (B) the Company has documented evidence that the existing economics, if continued, would be commercially unsustainable; and (C) the modification is the minimum reasonably necessary to restore sustainability.

For modifications materially affecting the Participant's position, the notice procedure and grace period in 15.9 apply.

1.4 Pricing Adjustments

All pricing, fees, evaluation structures, product availability, and service configurations may be changed at any time, subject to the modification regime in 1.3. The Company is under no obligation to maintain historical pricing or to provide individual notifications of any pricing or product-related changes for prospective offerings.

Pricing changes shall not retroactively affect any Prop Account (1.5(k)) for which the Account Price has already been paid, nor any Promotion under which a Participant has already enrolled. For the avoidance of doubt, this non-retroactivity rule applies to all Prop Account types, including (without limitation) evaluation accounts, Funded Evaluation Accounts (1.5(f)), Express Evaluation Accounts (1.5(m)), and scaling accounts. Where the Company introduces a material change to fees applicable to existing active accounts (for example, a future increase in payment-processing fees), the change shall be notified at least fourteen (14) days in advance and shall take effect only

on the Reward Cycle following the notice period.

1.5 Definitions

"For the purposes of this Agreement, the following terms shall have the meanings set out below:

- (a) Company.** 'Company' means Neom Triple A Information Technology LLC, as identified in 1.1.
- (b) Business Day.** 'Business Day' means any day other than a Saturday, Sunday, or a public holiday in the Emirate of Dubai, United Arab Emirates.
- (b-bis) Trading Day.** 'Trading Day' means, in respect of a Funded Evaluation Account, any calendar day on which the relevant trading platform offered by the Company is operational and on which the Participant has opened or closed one or more simulated positions; for the purposes of Consistency Rule and Profitable Days Required computations under 7.10.3(J) (K) and the Plan Specification, the Trading Day ends at the daily cut-off time published in the Plan Specification for the relevant product, or, where no such cut-off is published, at 23:59 UTC.
- (c) Participant.** 'Participant' means any natural person or legal entity that registers for or uses the Services. The Participant is not a client, customer, counterparty, investor, or recipient of regulated investment services within the meaning of Directive 2014/65/EU (MiFID II), Regulation (EU) No 600/2014 (MiFIR), or any equivalent national regime.
- (d) Services.** 'Services' means the simulated trading evaluation programmes, educational content, platforms, dashboards, gamified skill-assessment campaigns, promotional campaigns and any related services made available by the Company. The Services do not include execution of orders, reception and transmission of orders, portfolio management, investment advice, or any other regulated investment service.
- (d-bis) Client Area.** 'Client Area' means the Participant-facing service portal made available by the Company at neomaaafunded.com (or such replacement URL as may be notified to Participants from time to time), through which the Participant accesses account information, trade history, simulated balance, Performance Reward requests, KYC submissions, and other operational functions of the Services. The Client Area is an operational facility and not a contractual notice channel; legal notices to and from the Participant run by email pursuant to 15.9 unless expressly provided otherwise.
- (d-ter) Affiliate Dashboard.** 'Affiliate Dashboard' means the Affiliate-facing portal made available by the Company through which active Affiliates access referral link generation, commission reporting, payment history, and other operational functions of the Affiliate Program (Chapter 27).
- (e) Evaluation Phase.** 'Evaluation Phase' means any demo, challenge, verification or assessment stage in which the Participant trades on a simulated account to meet predefined objectives set by the Company.
- (e-bis) Evaluation Goal.** 'Evaluation Goal' means the percentage performance threshold (the 'Evaluation Goal threshold') that a Participant must achieve by way of

simulated gains in respect of an Evaluation Phase (1.5(e)) to advance to the funded stage of a Funded Evaluation Account (1.5(f)), as published per-product in the Plan Specification (1.5(z)) and measured against the initial Account Balance of the relevant Evaluation Phase. The Evaluation Goal is a virtual benchmark applicable only to the simulated Account; it does not correspond to any real profit or loss, nor to any deposit, distribution, or trading right of or to the Participant. Where the Plan Specification publishes a multi-stage Evaluation Phase, each stage has its own Evaluation Goal as set out in the Plan Specification.

- (f) Funded Evaluation Account.** 'Funded Evaluation Account' means a simulated performance account with a virtual balance allocated to a Participant who has successfully completed the Evaluation Phase (or, in the case of an Express Evaluation Account (1.5(m)), upon admission to the funded stage in accordance with the Plan Specification). A Funded Evaluation Account is not a live brokerage account, does not involve the deposit of real trading capital by the Company or by the Participant, does not give the Participant any beneficial, ownership or control rights over real money, and does not constitute access to regulated investment or brokerage services. All references in these Terms to 'funded trading', 'balance', or similar expressions refer exclusively to such simulated accounts.
- (g) Legacy Product.** 'Legacy Product' means any Funded Evaluation Account (1.5(f)) or Express Evaluation Account (1.5(m)) which the Company has, by published amendment to the Plan Specification (1.5(z)), removed from active enrolment, regardless of whether one or more Prop Accounts remain active as at the Publication Date. Legacy Products are governed by the surviving provisions of these Terms, by Annex B (Legacy Programmes) of these Terms in respect of the Crypto-based Legacy Products, and otherwise by the Plan Specification (including any Legacy annex thereto) for any other Legacy Product. As at the Publication Date, the Legacy Products comprise (without limitation): (i) the Crypto-based simulated products (Crypto 2-Step Evaluation, Crypto 1-Step Evaluation, and Crypto Express Evaluation), governed by Annex B of these Terms; and (ii) any other Prop Account products published prior to the v4.0 product range and identified as Legacy in the Plan Specification (including any earlier-named Origin, Prime, and Nova product variants superseded by the v4.0 product range). The legacy term "Crypto Challenge" retained in legacy marketing materials, URLs, dashboards, MT5 group names, or Help Centre articles shall be construed as a reference to the relevant Crypto-based Legacy Product as set out in Annex B.
- (h) Promotion.** 'Promotion' means any temporary offer, discount, rebate, refund campaign or other marketing action described in 11 or on the Company website.
- (i) Performance Rewards / Benefit Program.** 'Performance Rewards' or 'Benefit Program' (used interchangeably) means any contractual, non-investment payment issued by the Company to a Participant in recognition of the Participant's performance during a Funded Evaluation Account cycle. A Performance Reward / Benefit Program payment is not a profit share, dividend, distribution of trading profits, or interest payment, and does not arise from any beneficial ownership of real trading capital. The amount, eligibility, calculation and timing of Performance Rewards / Benefit Program payments are determined exclusively by the Company under the rules published on the Company website at the time of payment.

- (j) Reward Cycle.** 'Reward Cycle' means a completed and approved Performance Rewards / Benefit Program payment cycle.
- (k) Prop Accounts.** 'Prop Accounts' means evaluation accounts, funded simulated accounts, scaling accounts, or any other simulated proprietary-programme accounts provided by the Company.
- (l) Restricted Country.** 'Restricted Country' means any jurisdiction listed in 7.17, any country subject to comprehensive sanctions administered by the United Nations Security Council, the European Union, the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), or HM Treasury, and any country classified as 'high-risk' or 'subject to a call for action' by the Financial Action Task Force (FATF).
- (m) Express Evaluation Account.** 'Express Evaluation Account' means any Funded Evaluation Account product whose Plan Specification (1.5(z)) identifies the product as having no separate Evaluation Phase, such that the Participant is admitted to the funded stage upon meeting the single set of objectives published in the Plan Specification for that product. An Express Evaluation Account is a Funded Evaluation Account within the meaning of (f) above and is subject to the same simulated-account characterisation, the same Benefit Program rules in 17, and the same termination, suspension and clawback provisions of these Terms.
- (n) Discretionary Character.** 'Discretionary Character' means the principle, governing all aspects of the Benefit Program including eligibility, calculation, timing and payment of any Performance Reward, that the Company retains sole discretion, exercised reasonably and in good faith and in accordance with the published Benefit Program rules then in force, to determine, modify, suspend or revoke any Benefit Program decision before crystallisation of the Benefit Program payment only; no Participant has any vested or enforceable claim to a Performance Reward absent a final, written, non-conditional confirmation issued by an authorised officer of the Company that the relevant Benefit Program Amount has crystallised under 17.1. Following crystallisation, the Discretionary Character does not permit the Company to modify, reduce, or revoke a Crystallised Benefit Program Amount.
- (o) Reward Coefficient.** 'Reward Coefficient' means the percentage figure published by the Company at the time of purchase for each Recognition Tier (1.5(y)), used to calculate the Performance Reward for that Tier pursuant to 17.4.
- (p) Approved Builds Register.** 'Approved Builds Register' means the live list of build identifiers (version numbers, hashes, or equivalent identifiers) of MetaTrader 5 and TradeLocker that the Company has whitelisted for use with the Services, as published and maintained at help.neomaaafunded.com/approved-builds-register (or such replacement URL as may be notified to Participants from time to time). The Company may add or remove builds at its discretion in accordance with 7.18.
- (q) Crystallised Benefit Program Amount.** 'Crystallised Benefit Program Amount' means the specific monetary amount, denominated in United States Dollars, that has been (i) calculated by the Company under the Benefit Program rules then in force, (ii) confirmed in writing by the Company to the Participant by email at the address registered to the Participant's account (display of the same information in the Client Area is informational only and does not substitute for valid email dispatch), and (iii) authorised for payment by the Company following completion of

the pre-crystallisation review under 17.4. An amount that has not satisfied all three conditions in (i) (iii) is not crystallised and does not constitute a contractual debt of the Company.

- (r) **Good Standing.** 'Good Standing', in relation to a Funded Evaluation Account, means that, at the relevant time, the Account: (i) is not subject to any open investigation by the Company under 4 (Eligibility), 6 (Participant Conduct), 7 (Prohibited Trading Practices), 12 (Trademarks) or 14 (Public Communications); (ii) is not flagged for chargeback, payment reversal, fraud or sanctions screening; (iii) has completed the identity-verification, sanctions-screening and tax-information requirements published by the Company; and (iv) has not been suspended or terminated. Good Standing is determined by the Company acting reasonably and in good faith.
- (s) **Approved Build.** 'Approved Build' means a version of the trading platform software (including, without limitation, MetaTrader 5 or TradeLocker desktop, web and mobile clients) that, at the relevant time, is published in the Approved Builds Register (1.5(p)) on the Help Centre at help.neomaaafunded.com or distributed by the Company directly to the Participant as the supported version.
- (t) **Operational Budget Availability.** 'Operational Budget Availability' means the condition that, at the moment of the proposed payment of any Crystallised Benefit Program Amount, the Company holds sufficient funds in its operational budget to make that payment in the ordinary course of business and without prejudicing the Company's ability to meet its: (i) tax obligations; (ii) regulatory capital and operational requirements imposed by any regulator or licensing authority; (iii) payroll obligations to its employees and contractors; (iv) supplier obligations falling due in the ordinary course; (v) AML, sanctions, or compliance freezes lawfully imposed; (vi) payment-processor or banking-partner restrictions outside the Company's reasonable control; or (vii) force majeure events affecting payment infrastructure under 20. Operational Budget Availability is determined by the Company acting reasonably and in good faith.
- (u) **Post-Crystallisation Compliance Review.** 'Post-Crystallisation Compliance Review' means the per-Reward-Cycle review process described in 17.2, conducted by the Company within ninety (90) calendar days from the payment of a Crystallised Benefit Program Amount, to verify that the simulated trading activity attributable to the relevant Reward Cycle was conducted in accordance with 6, 7, 9 and 12 of these Terms and Conditions and the Approved Build requirement (1.5(s)). The Company's sole remedies under this review process are limited to clawback (17.8) and set-off (17.9). For the avoidance of doubt, the Post-Crystallisation Compliance Review does not authorise recalculation, reduction, or revocation of the Recognition Tier (1.5(y)).
- (v) **Read-Down Principle.** 'Read-Down Principle' means a two-tier rule of construction applied where a provision of this Agreement is found by a court, arbitrator, or other tribunal of competent jurisdiction to be invalid, unenforceable, or unfair under applicable mandatory law: (i) where a provision is found to be unfair against a Participant qualifying as a Consumer (1.5(x)) under [Council Directive 93/13/EEC](#) or equivalent national consumer-protection legislation, that provision shall be severed in its entirety in respect of that Consumer's claim, in accordance with Article 6(1) of

Directive 93/13/EEC and [CJEU Case C-260/18 Dziubak](#), and shall not be modified, narrowed, or otherwise rewritten by the tribunal to render it enforceable; and (ii) where a provision is found to be invalid, unenforceable, or excessive for reasons other than unfairness against a Consumer (including, without limitation, excessive scope or duration in a business-to-business context, or partial inconsistency with non-consumer mandatory law applicable to a non-Consumer Participant), that provision shall be read down (i.e., narrowed in scope) to the minimum extent necessary to render it valid, enforceable, and fair, rather than being struck out entirely. The read-down rule in limb (ii) shall not operate against a Consumer. Subject to the foregoing, the Read-Down Principle is the default rule of construction for every protective or limiting provision of this Agreement as applied to non-Consumer Participants, including without limitation 1.3, 7, 8.4, 14, 15, 16, 17, 18, 22, 28.4 and 28.6.

- (w) Account Price.** 'Account Price' means the gross monetary amount, expressed in United States Dollars and net of any discount, voucher, bonus credit or third-party payment, actually paid by the Participant to the Company for the Funded Evaluation Account that is the subject of a given Performance Reward calculation. For the avoidance of doubt, sums credited under refund-on-success Promotions under 11 are not deducted from the Account Price for any purpose under this Agreement, including any Performance Reward calculation, any threshold determination, or any refund computation.
- (w-bis) Reset Fee.** 'Reset Fee' means the fee charged by the Company for re-launching a Funded Evaluation Account or Express Evaluation Account following a Hard Breach or at the voluntary request of the Participant, in accordance with 7.6(d) (News-trading Soft Breach) and the Refund Policy. Reset Fees are governed by the modification regime in 1.3 and the non-retroactivity rule in 1.4. Reset Fees are non-refundable under the same conditions as the Account Price (8.4).
- (w-ter) Initial Simulated Capital.** 'Initial Simulated Capital' means the per-product simulated-capital amount published in the Plan Specification for each Funded Evaluation Account product (e.g., USD 1,500 / 2,500 / 5,000 / 10,000 / 25,000 / 50,000 / 100,000 / 150,000 across the product range), as selected and paid for by the Participant at Account purchase.
- (x) Consumer.** 'Consumer' means a Participant who is a natural person acting outside that person's trade, business, craft or profession, where such Participant qualifies as a consumer under Directive 2011/83/EU on consumer rights or under any equivalent mandatory consumer-protection regime applicable to that Participant under Regulation (EC) No 593/2008 (Rome I), Article 6.
- (y) Recognition Tier.** 'Recognition Tier' means a contractual parameter chosen and paid for by the Participant at the time of purchase of a Funded Evaluation Account, expressed as a percentage figure (the 'Recognition Level', e.g. 70%, 80%, 90%), which determines (i) the Initial Simulated Capital allocated to that Funded Evaluation Account, and (ii) the corresponding Reward Coefficient (1.5(o)) applied in the calculation of any Performance Reward / Benefit Program payment (1.5(i)) attributable to that Funded Evaluation Account. The available Recognition Tiers (and the corresponding Recognition Levels) for any given product, together with the corresponding Reward Coefficients, are set out in the Plan Specification (1.5(z)).

The Recognition Tier is a static parameter of the Funded Evaluation Account: it is not a share of trading profits, a return on investment, a portfolio share, an interest payment, or any financial instrument. The Recognition Tier is not assigned by the Company mid-programme; it cannot be increased, recalculated, or revoked, save in the cases set out in 17.6.

(y-bis) Recognition Tier clarification. For the avoidance of doubt, the Recognition Tier defined in 1.5(y) is an optional purchasable parameter selected at the time of purchase. The Recognition Tier is not awarded on the basis of any performance metric (including, without limitation, the number of Performance Rewards taken, cumulative profit, or time elapsed in the funded stage); it is acquired exclusively by purchase at Account creation. The availability of the Recognition Tier mechanism on any given product, the available Recognition Levels, and the corresponding Reward Coefficients (1.5(o)), are set out in the Plan Specification (1.5(z)).

(y-ter) Recognition Tier Upgrade Add-On. 'Recognition Tier Upgrade Add-On' means an optional purchasable add-on, available at the time of Account purchase only on those products whose Plan Specification identifies the Add-On as available, which upgrades the Participant's Recognition Tier from the default Tier (typically Tier 80) to a higher Tier (typically Tier 90), with corresponding upgrade to the Recognition Level (1.5(y)) and Reward Coefficient (1.5(o)). The availability of the Recognition Tier Upgrade Add-On, and its effect on each product, is set out in the Plan Specification (1.5(z)) for the relevant product. The Recognition Tier Upgrade Add-On is not awarded on the basis of any performance metric; it is acquired exclusively by purchase at Account creation.

(z) Plan Specification. "Plan Specification" means the canonical product specification table published by the Company at <https://neomaaafunded.com/plan-specification/> (or such replacement URL as may be notified to Participants from time to time), which lists, for each Funded Evaluation Account product offered by the Company, the applicable parameters including but not limited to: the Daily Virtual Limit methodology, the Max Virtual Limit methodology, the per-tier amounts (whether expressed as a percentage of initial Balance or as a fixed United States dollar value), the applicable Reward Coefficient (1.5(o)), the availability of any product-specific mechanisms (including the Floor Lock under 1.5(ee), the Performance Reward Buffer under 1.5(hh), the Weekend Holding Restriction and the Overnight Holding Restriction under 1.5(dd), the per-position daily-loss cap under 1.5(cc)(iv), and the Consistency Rule under 1.5(ff)), and the availability of any optional purchasable add-ons modifying default Account parameters. In the event of any conflict between the operative provisions of this Agreement and the Plan Specification, the Plan Specification prevails as to the numerical parameters and per-product allocation of mechanisms; this Agreement prevails as to the meaning and legal operation of each mechanism. Modifications to the Plan Specification are subject to 1.3 (Modifications).

(aa) Daily Virtual Limit. "Daily Virtual Limit" means the maximum permitted reduction in Account equity or balance within a single trading day, beyond which a hard breach of the Funded Evaluation Account occurs and the Account is terminated. The numerical threshold, the calculation methodology (1.5(cc)) and the daily-anchor cadence are set out in the Plan Specification for each product. The Daily Virtual Limit is a virtual risk-management threshold applicable to the

simulated Account only; it does not correspond to any real loss of money by, or amount payable to or by, the Participant.

(aa-bis) Initial Account Balance. 'Initial Account Balance' means the virtual balance assigned to the Funded Evaluation Account at activation, expressed in United States Dollars, equal to the Initial Simulated Capital (1.5(w-ter)) chosen and paid for by the Participant at the time of Account purchase. The Initial Account Balance serves as the reference value for the calculation of the Daily Virtual Limit and Max Virtual Limit thresholds where the applicable methodology in 1.5(cc) so requires.

(bb) Max Virtual Limit. "Max Virtual Limit" means the maximum permitted reduction in Account equity or balance, measured against the applicable reference value, beyond which a hard breach of the Funded Evaluation Account occurs and the Account is terminated. The numerical threshold and the calculation methodology (1.5(cc)) are set out in the Plan Specification for each product. The Max Virtual Limit is a virtual risk-management threshold applicable to the simulated Account only; it does not correspond to any real loss of money by, or amount payable to or by, the Participant.

(cc) Methodologies for Daily Virtual Limit and Max Virtual Limit. The Company applies four distinct methodologies for measuring the Daily Virtual Limit and the Max Virtual Limit. The Plan Specification dictates which methodology applies to the Daily Virtual Limit and which methodology applies to the Max Virtual Limit for each product. The methodology applicable to the Daily Virtual Limit of a product may differ from the methodology applicable to the Max Virtual Limit of the same product.

(cc)(i) Static methodology. Under the Static methodology, the Daily Virtual Limit or Max Virtual Limit threshold is calculated as a fixed value (expressed either as a percentage of the initial Account Balance or as a fixed monetary amount, as set out in the Plan Specification) set at Account creation. The threshold does not move during the life of the Account.

(cc)(ii) Floored Trailing with Lock methodology. Under the Floored Trailing with Lock methodology, the threshold trails the equity high-water mark of the Account ("equity HWM") minus the applicable amount set out in the Plan Specification, until the Lock condition is satisfied. The Lock condition is the moment at which Account equity strictly exceeds the sum of the initial Account Balance and the applicable amount. Upon satisfaction of the Lock condition, the Floor Lock under 1.5(ee) activates and the threshold is permanently anchored at the initial Account Balance for the remainder of the life of the Account, ceasing to trail subsequent equity growth. The Lock condition comparison is **strict greater-than (>)**, not greater-than-or-equal ($\geq$), and is measured on equity (not balance).

(cc)(iii) Trailing-no-floor methodology. Under the Trailing-no-floor methodology, the threshold trails a reference value continuously throughout the life of the Account. There is no Lock condition and no anchor to the initial Account Balance; the threshold continues to follow the reference for the entire life of the Account. Where this methodology is applied to a Daily Virtual Limit, the daily-anchor cadence is specified in the Plan Specification (typically a fixed UTC time at which the daily reference re-anchors). Where this methodology is applied to a Max Virtual Limit, the threshold trails the equity HWM continuously.

(cc)(iv) Per-position daily-loss cap (special daily-loss mechanism). For any

product whose Plan Specification expressly applies the per-position daily-loss cap, each individual position opened on the Account is subject to a cap on permitted loss, expressed as a percentage of the Account equity at the moment of position open (entry equity), with the numerical percentage set out in the Plan Specification. The per-position daily-loss cap applies to floating equity at any moment during the life of the position, not solely to the realised loss on close. The Company enforces this rule via continuous monitoring of stop-loss placement and any stop-loss edits on open positions. A position whose stop-loss distance from entry equity exceeds the applicable percentage, or whose floating loss at any moment exceeds the applicable percentage, constitutes a hard breach of the daily-loss rule. The per-position daily-loss cap is treated as part of the Daily Virtual Limit enforcement framework; it does not replace or modify the Max Virtual Limit methodology applicable to the relevant product, which remains as set out in the Plan Specification.

(dd) Weekend Holding Restriction and Overnight Holding Restriction.

"Weekend Holding Restriction" and "Overnight Holding Restriction" mean, for any product whose Plan Specification expressly applies these restrictions, the prohibition on carrying any open position across the applicable session close (daily overnight close or weekend close, respectively). The session cut-off times in Coordinated Universal Time (UTC) are set out in the Plan Specification.

Enforcement. The primary enforcement mechanism is automatic position closure by the trading platform at the applicable cut-off moment. In the event the trading platform fails to auto-flatten one or more open positions at the cut-off, the Participant remains responsible for ensuring no open positions are carried past the cut-off; any breach of the no-hold rule resulting from such a platform failure is treated as the Participant's responsibility in line with industry standard practice. These restrictions apply only to products whose Plan Specification expressly identifies the Weekend Holding Restriction or Overnight Holding Restriction (or both) as applicable.

(ee) Floor Lock. "Floor Lock" means the permanent locking of the Max Virtual Limit threshold at the initial Account Balance under the Floored Trailing with Lock methodology defined in 1.5(cc)(ii). **Lock trigger.** Floor Lock activates at the first moment Account equity strictly exceeds the sum of the initial Account Balance and the applicable Max Virtual Limit amount set out in the Plan Specification for the relevant product. The comparison is strict greater-than ($>$), not greater-than-or-equal ($\geq$), and is measured on equity (not balance). **Effect.** Once Floor Lock activates, the Max Virtual Limit threshold remains anchored at the initial Account Balance for the remainder of the life of the Account and no longer trails subsequent equity growth. Floor Lock is irreversible. Floor Lock applies only where the Plan Specification expressly assigns the Floored Trailing with Lock methodology (1.5(cc)(ii)) to the Max Virtual Limit of a product.

(ff) Consistency Rule. "Consistency Rule" means, for any product whose Plan Specification expressly applies the Consistency Rule, the constraint that the realised profit of the single best trading day within a Performance Reward cycle (the "Best Day") must not exceed a fixed percentage of the total realised profit accrued during that Performance Reward cycle. The applicable percentage cap is set out in the Plan Specification for each product to which the Consistency Rule applies. The Consistency Rule is evaluated **per Performance Reward cycle** and **resets after**

each Performance Reward. The Performance Reward cycle means the period between two consecutive successful Performance Rewards (or, for the first Performance Reward on the Account, the period from funded-stage activation to the first Performance Reward request). Where a Performance Reward request fails the Consistency Rule, the Company may, at its discretion exercised reasonably and in good faith and subject to 1.5(n) (Discretionary Character), defer the Performance Reward until additional trading days re-balance the cycle metrics, or reject the request and reset the cycle counter.

(gg) Profitable Days Required. "Profitable Days Required" means the minimum number of distinct calendar days, within an Account stage (Evaluation Phase or funded stage), on which the realised profit-and-loss of the Account at the end of the trading day is positive by at least the minimum daily-profit threshold applicable to the relevant stage and product as set out in the Plan Specification. The minimum daily-profit threshold is expressed as a percentage of the initial Account Balance. A trading day on which no position is opened, or on which realised P&L is zero or negative, does not count toward the Profitable Days Required regardless of unrealised (floating) results at any moment during that day. The number of Profitable Days Required, the minimum daily-profit threshold and the Account stages to which the requirement applies are set out in the Plan Specification for each product.

(hh) Performance Reward Buffer. "Performance Reward Buffer" means, for any product whose Plan Specification expressly applies the Performance Reward Buffer, the non-withdrawable minimum balance that must remain on the Account at all times. The Performance Reward Buffer equals the Max Virtual Limit amount applicable to the Account under the Plan Specification, plus the minimum Performance Reward request threshold (the minimum monetary amount the Participant may request as a single Performance Reward, as published by the Company). At every Performance Reward request, the Account balance remaining after the requested payout must not fall below the Performance Reward Buffer. Any portion of profits that would, if withdrawn, reduce the Account balance below the Performance Reward Buffer is not eligible for withdrawal under that request. The Performance Reward Buffer applies only to products whose Plan Specification expressly identifies it as required, and in particular applies only where the Plan Specification expressly assigns the Floored Trailing with Lock methodology (1.5(cc)(ii)) to the relevant product.

(ii) Program benefit schedule. "Program benefit schedule" means the published cadence at which a Participant becomes eligible to submit Performance Reward / Benefit Program payment requests on a Funded Evaluation Account. The Program benefit schedule comprises (i) the minimum number of calendar days, from funded-stage activation, after which the Participant becomes eligible to submit the first Performance Reward request on the Account (the 'first-eligibility threshold'), and (ii) the standard cadence applicable to all subsequent Performance Rewards on the Account. The default Program benefit schedule applicable to each product is set out in the Plan Specification. "Program benefit schedule Add-On" means an optional purchasable add-on, available at the time of Account purchase only on those products whose Plan Specification identifies the Add-On as available, which reduces the first-eligibility threshold component

of the Program benefit schedule applicable to the Account. The reduced first-eligibility threshold applies only to the first Performance Reward request on the Account; subsequent Performance Rewards follow the standard cadence set out in the Plan Specification. The Program benefit schedule Add-On is not awarded on the basis of any performance metric; it is acquired exclusively by purchase at Account creation, and only on products for which the Add-On is offered in the Plan Specification.

(jj) Risk per Trade Idea. "Risk per Trade Idea" means the aggregate notional exposure across all simulated positions opened in the same symbol or in substantially correlated symbols within a sixty (60) minute window, computed at the time of opening of each such position. For the purposes of this definition: (i) "substantially correlated symbols" means symbols whose price movements exhibit, in the Company's reasonable risk-management determination exercised in good faith, a sustained statistical relationship sufficient to treat the symbols as a single risk position including, by way of non-exhaustive example, currency pairs sharing a common base or quote currency, cryptocurrencies referenced to the same anchor asset, equity indices tracking the same regional market, and precious metals; (ii) where a Trade Idea is closed and re-opened within the same sixty (60) minute window in a correlated symbol, the re-opening shall be aggregated to the original Trade Idea for the purposes of risk calculation; (iii) the Company may publish informational guidance in the Help Centre to assist Participants in identifying correlated symbols; such guidance is informational only and does not bind the Company's risk-management determination under this definition.

(jj-bis) Max Risk to Stop-Loss per Trade Idea. For every Trade Idea (as defined in 1.5(jj)), the maximum permitted risk to stop-loss is three per cent (3%) of the initial Account Balance, save where the Plan Specification (1.5(z)) sets out a different percentage or a different measure for a given product, in which case the percentage or measure published in the Plan Specification for that product shall apply. For the purposes of this paragraph: (a) "risk to stop-loss" means the maximum potential loss of the aggregated Trade Idea, computed as notional exposure multiplied by the distance from the entry price to the stop-loss level; (b) every simulated position must have a stop-loss attached within two (2) minutes of opening failing which the position shall be deemed, for risk-calculation purposes, to carry unlimited risk and shall be treated as a violation of this paragraph; (c) consequences are applied via the Company's enforcement ladder under 7.5.1, which comprises (in escalating order, applied proportionately to the severity and repetition of the conduct): trade removal (exclusion of the offending trade's profit-or-loss from performance calculations); classification as a Soft Breach (1.5(ll)); and, in cases of material severity or repeated violations, classification as a Hard Breach (1.5(kk)) resulting in account closure; (d) violation of this paragraph does not, in itself, trigger an automatic Hard Breach the consequence is determined by the Company through the enforcement ladder, save where the conduct independently meets a Hard Breach trigger under 1.5(kk).

(kk) Hard Breach. "Hard Breach" means any of the following events, the occurrence of which results in immediate failure of the Evaluation Phase or termination of the Funded Evaluation Account, as the case may be: (i) breach of the Daily Virtual Limit (1.5(aa)) as further set out in 7.10.3(B); (ii) breach of the Max Virtual Limit

(1.5(bb)) as further set out in 7.10.3(B); (iii) breach of the Inactivity rule as defined in the applicable Plan Specification and 7.10.3(F); (iv) breach of any Prohibited Trading Practice listed in 7.4 7.16; (v) breach of any Restricted Country restriction under 7.17; (vi) breach of identity verification requirements under 6.4 and 6.4.1; and (vii) breach of the 70% Margin Rule under 7.10.3(D-bis) where escalated to a hard breach under 7.10.3(D-bis)(iv)(b). Hard Breaches do not require notice prior to enforcement and do not afford a cure period, save where mandatory consumer protection law of the Participant's country of habitual residence requires otherwise.

(II) Soft Breach. "Soft Breach" means a documented deviation from programme rules that does not, on the facts, constitute a Hard Breach but which the Company reasonably considers warrants the application of a proportionate measure under 7.5.1(c). Soft Breaches include, without limitation: (i) Prolonged Loss Holding (paragraph (mm) below); (ii) inconsistent trading patterns reasonably indicative of attempts to circumvent risk limits without crossing them; (iii) Risk per Trade Idea repeatedly exceeding the Max Risk to Stop-Loss cap set out in 1.5(jj-bis) without crossing the Daily Virtual Limit or Max Virtual Limit; (iv) other conduct identified in the Decision Record as a Soft Breach; and (v) a first documented occurrence of a 70% Margin Rule breach under 7.10.3(D-bis)(iv)(a). Soft Breaches afford a cure period as specified in the relevant operative clause.

(mm) Prolonged Loss Holding. "Prolonged Loss Holding" means, with respect only to a Funded Evaluation Account or Evaluation account whose Plan Specification (as defined in 1.5(z)) expressly designates the Prolonged Loss Holding rule as applicable and publishes the applicable threshold percentage (which shall fall within the range of eighty per cent (80%) to one hundred per cent (100%) of the applicable Max Virtual Limit (1.5(bb))), the maintenance of an open simulated loss (whether realised or unrealised, in aggregate across the Participant's account) at or in excess of the threshold percentage published in the Plan Specification for the relevant product, continuously for thirty (30) calendar days or more. For the purposes of this definition: (i) "continuously" means without the aggregate loss falling below the published threshold for any period exceeding twenty-four (24) consecutive hours; (ii) intra-day or correlated-symbol flips, position roll-overs, hedging arrangements, or any other trading pattern that the Company reasonably determines is designed to interrupt the continuous-period counter without materially reducing aggregate risk, shall be disregarded for the purpose of computing the thirty (30) calendar day period; (iii) Prolonged Loss Holding constitutes a Soft Breach addressed under 7.10.3(L); and (iv) **Reserve Power; Default Inapplicability.** Where the Plan Specification for a given product does not expressly designate the Prolonged Loss Holding rule as applicable, or is silent on the threshold percentage, this definition and 7.10.3(L) shall have no application to that product and no measure may be imposed under 7.10.3(L) in respect of that product. The Company reserves the right, by future amendment to the Plan Specification published in accordance with 1.3 and 15.9, to designate the rule as applicable to one or more products and to publish the applicable threshold percentage; such amendment shall take effect prospectively only and shall not apply to conduct occurring before the effective date of the amended Plan Specification.

(nn) Component Documents. "Component Documents" means, collectively, the documents listed in this paragraph (nn), each as amended from time to time in accordance with 1.3 (Modifications), each of which is incorporated into and forms an integral part of this Agreement:

(nn)(i) "Privacy Policy" the document published at <https://neomaaafunded.com/privacy-policy>, governing all processing of personal data by the Company, including data-subject rights, retention periods, recipients, international transfers, the identity of the Company's Data Protection Officer, and the contact details of the Company's representative under [Article 27 GDPR](#);

(nn)(ii) "Cookie Policy" the document published at <https://neomaaafunded.com/cookies-policy>, governing the use of cookies and similar tracking technologies on the Company's website and Client Area, and the consent and opt-out mechanisms required by Article 5(3) of [Directive 2002/58/EC](#) as transposed by applicable national law;

(nn)(iii) "AML/KYC Policy" the document published at <https://neomaaafunded.com/aml-policy>, governing identity verification, customer due diligence, sanctions screening, enhanced due diligence triggers, and the Company's anti-money-laundering and counter-financing-of-terrorism obligations;

(nn)(iv) "Refund Policy" the document published at <https://neomaaafunded.com/refund-policy>, governing refunds, the EU right of withdrawal under [Directive 2011/83/EU](#), the UK right of cancellation under the UK CCRs, chargeback handling, and the procedure for submitting a withdrawal or refund request;

(nn)(v) "Plan Specification" as defined in 1.5(z) above, published at <https://neomaaafunded.com/plan-specification/> (v1.0 at the Publication Date), governing the numerical parameters and per-product allocation of mechanisms for each Funded Evaluation Account product offered by the Company.

Order of precedence. In the event of any conflict between these Terms and a Component Document, these Terms shall prevail, except: (A) the Privacy Policy prevails as to processing operations of personal data not specifically addressed in these Terms; (B) the AML/KYC Policy prevails as to identity-verification procedures, sanctions-screening methodology, and enhanced-due-diligence triggers; (C) the Refund Policy prevails as to the calculation, scope, and procedure of refunds and EU/UK withdrawal rights; (D) the Cookie Policy prevails as to cookie-consent mechanisms and the catalogue of cookies used; and (E) the Plan Specification prevails as to numerical parameters and per-product allocation of mechanisms per 1.5(z). Notwithstanding the foregoing, where applicable mandatory consumer-protection law of the Participant's country of habitual residence grants the Participant broader rights than any provision of these Terms or any Component Document, that mandatory law prevails.

Availability. Each Component Document is made available to the Participant at the URL set out in this paragraph (nn) at the time of registration, at the time of any subsequent purchase of a Service, and continuously thereafter via the Company's website footer. The Participant acknowledges having had the opportunity to read each Component Document prior to acceptance of these Terms.

Chapter 2 ACCOUNT CREATION

2.1 Personal Information

In order to register as a Participant, you may be asked to provide personal information, including, but not limited to, your name, email address, mailing address, phone number, date of birth, and a username and password for an account that is unique to you. The information provided is processed in accordance with the Company's Privacy Policy (as defined in 1.5(nn)(i) and incorporated into these Terms by reference), published at <https://neomaaafunded.com/privacy-policy/>, and with Chapter 29 (Data Protection) of these Terms.

2.2 Account Ownership

The account will be personal to You, and You cannot share it with anybody else. You also may not purchase an account on behalf of a third party or have an account purchased for you by a third party. You will be responsible for maintaining the confidentiality of your username and password. If you suspect that your account has been breached, you must immediately notify The Company.

Chapter 3 EDUCATION

3.1 Education Purposes

The intent of the Company is to identify individuals with a talent for simulated trading by providing them with simulated market environments. No live trading and no real-capital trading is provided directly by the Company at any time. Participants who pass an assessment offered by the Company shall be allocated virtual demo capital to participate in the simulated evaluation programme under the terms of an agreement with the Company. For clarity, any reference in these Terms and Conditions to a 'Funded Evaluation Account', 'simulated funded participation', 'Performance Reward', 'Benefit Program', or similar expressions refers exclusively to such simulated performance accounts as defined in 1.5(f). The Company does not provide live brokerage services, access to real-capital trading, or any regulated investment service.

3.2 Informational Purposes Only

Although The Company may provide data, information, and content relating to simulated-trading approaches and educational scenarios, such data, information and content are provided solely for general informational and educational purposes. The Company does not invite the Participant to take any action based upon any of the information and materials provided by the Company; you should not construe any such data, information, or content as investment, financial, tax, legal, or other kind of advice.

3.3 No Accuracy Guarantee

"The Company further does not make any representations that any data, information, and content on the Company website is accurate or complete. You alone will bear the sole responsibility of evaluating the merits and risks associated with using any such data, information, and content. As such, you

agree not to hold the Company liable for any possible claims of damages that may arise from any decision that you make based upon the use of data, information, and content on the Company website."

3.4 Risk Disclosure

While the Company does not provide you with the opportunity to invest actual currency, the Company wants to make sure you understand the risks involved with traditional investing. You should be aware that the risk of trading and investing is high and substantial. It can work for you as well as against you.

3.5 Past Performance

It may or may not lead to substantial losses. Additionally, past performance is not indicative of future results.

3.6 Financial Advice

The Company is not registered, authorised, or otherwise licensed to provide financial advice, investment advice, investment services, portfolio management, brokerage services, or any other regulated financial activity in any jurisdiction. The Company does not publish content relating to investment opportunities; the Company publishes educational and informational content relating to participation in a simulated trading evaluation programme. You should consider your trading-skill objectives and your personal circumstances carefully before purchasing or using the Services.

3.7 Nature of the Programme

- (a)** Simulated environment. The entire NEOMAAA Funded evaluation and post-evaluation experience takes place in a simulated trading environment using virtual balances and market-derived simulated price feeds. No real financial instruments are traded by the Participant in connection with the Services. No deposits made by the Participant are held, allocated, or used as investment capital.
- (b)** No financial intermediation. The Company does not act as a broker, dealer, market-maker, portfolio manager, financial advisor, custodian, or any other regulated financial intermediary. The Company does not hold Participant funds beyond the participation fee paid for access to the Services.
- (c)** No regulated activity. The Services do not constitute investment services, investment advice, portfolio management, dealing on own account, reception and transmission of orders, execution of orders on behalf of clients, or any other regulated financial activity under the law of any jurisdiction in which the Participant is resident or in which the Services are accessed.
- (d)** Positive simulated framing. Performance achieved in the simulated evaluation programme is a measure of skill in the simulated environment. It is not a real-money trading outcome, does not represent a real financial position, and does not establish any track record for the purpose of regulated investment services.
- (e)** Jurisdictional safe harbour. Wherever the Participant is resident, the Participant acknowledges that NEOMAAA Funded is not authorised, registered, or licensed by any financial-services regulator, that the Services are a non-financial educational and recognition product, and that no provision of these Terms shall be interpreted as offering, marketing, distributing, or providing any service requiring authorisation under the financial-services laws of the Participant's country of residence or any other jurisdiction.
- (f)** No regulator estoppel. The Company acknowledges that the characterisations set out in limbs (a) to (e) above reflect the Company's own good-faith analysis of the legal nature of the Services and do not bind any competent financial-services, consumer-protection, data-protection, or tax authority in that authority's own characterisation of the Services. Nothing in this 3.7 shall be construed as a representation by the Company that any specific regulator has confirmed the non-regulated status of the Services, nor as a waiver by the Participant of any non-derogable right granted by mandatory law of the Participant's country of residence.

Chapter 4 PARTICIPANT REPRESENTATIONS

4.1 Age and Capacity

By using the Services, you represent that you are at least eighteen (18) years old and are of sound mind and that you have the capacity to agree to and uphold the terms and conditions contained within this Agreement. If you use the Services on behalf of a business entity or other third-party, then you represent that you have actual authority to act as an agent of that business entity or third-party, and that you have the right and ability to agree to and bind that third-party or business entity to the terms of this Agreement on its behalf.

4.2 Legal Compliance

You represent that your use of the Services does not violate any law, regulation, ordinance, statute, or treaty that is applicable to individuals or business entities located in the jurisdiction in which you live. You further represent that you are not prohibited from entering into this Agreement by the terms of any preexisting agreement.

4.3 Compliance for US-Based Users

Participants who are residents of, or who access the Services from, the United States of America acknowledge and agree that:

- (a)** the Services are simulated, gamified skill-assessment products and do not constitute the offering, solicitation, or sale of any commodity interest, security, swap, futures contract, or other financial instrument regulated by the U.S. Commodity Futures Trading Commission (CFTC), the U.S. Securities and Exchange Commission (SEC), the National Futures Association (NFA), or the Financial Industry Regulatory Authority (FINRA);
- (b)** the Company does not act as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, broker-dealer, investment adviser, or money services business in the United States;
- (c)** any Performance Rewards or Benefit Program payment received by a US-based Participant is consideration for the successful completion of a skill-based evaluation and is not a profit share, dividend, distribution of trading profits, or interest payment;
- (d)** the Participant is solely responsible for the choice of platform, any independent brokerage relationships maintained outside the Services, and for complying with all applicable U.S. federal, state and local regulatory and tax requirements, including reporting any Performance Rewards / Benefit Program payments as ordinary income on IRS Form 1040 (or, where applicable, Form 1099-MISC / 1099-NEC issued by the Company);
- (e)** the disclaimer set out in CFTC Rule 4.41(b)(1) applies to all educational and demonstration content: hypothetical or simulated performance results have certain inherent limitations and are not indicative of future trading results.

Chapter 5 LIMITED LICENSE

5.1 Scope of License

The Company provides you with a limited, non-exclusive, non-sublicensable, non-assignable, revocable, and royalty-free license to use the Services for its customary and intended purposes. You are expressly prohibited from scraping, framing, hacking, reverse engineering, crawling, or aggregating the Services, the Company Website, whether in whole or in part, without the prior written consent of the Company.

5.2 Intellectual Property Rights

You acknowledge and agree that your limited use of the Services does not entitle you to any license or intellectual property rights to any technology, intellectual property, copyrights, trademarks, or trade secrets of the Company or any third-party contractor thereof. You acknowledge and agree that your use of the Services is limited by the terms of this Agreement, and you expressly agree that you will not use the Services in any manner that is not expressly authorized under the terms of this Agreement. The Company reserves all of its rights not expressly granted through this Agreement.

5.3 Revocability

This license is revocable in accordance with 15 (Term and Termination). Any rights not expressly granted in this Agreement are reserved for the Company. Revocation outside the circumstances in 15.3 (for cause) shall be treated as termination for convenience under 15.4 and shall trigger the notice and earned-Reward provisions of that Section.

Chapter 6 ACCOUNT VERIFICATION AND COMMUNICATION PREFERENCES

6.1 Mandatory Phone Number Verification

The Participant is required to verify their phone number within seven (7) calendar days following their first payment or account registration. Verification is completed via SMS code sent to the provided number. If the Participant fails to complete verification within the specified timeframe, the Company reserves the right to temporarily restrict access to certain platform features, including but not limited to: creating new accounts, participating in simulated evaluations, and requesting Benefit Program payments.

6.2 Optional Communication Channels

The Participant may optionally choose to receive notifications via WhatsApp and/or Telegram, by providing and verifying a valid phone number for each respective channel. If the number differs from the one used during SMS verification, an additional verification process is required. Consent to receive communications through these channels must be provided explicitly and separately.

6.3 Communication Channels Consent

- (a) Service-necessary communications. By providing contact information (email address, phone number) during registration, the Participant agrees to receive communications strictly necessary for account operation, including: identity verification, security alerts, service notifications, payment confirmations, transactional messages, and regulatory notices. These communications are processed on the basis of Article 6(1)(b) of the GDPR (performance of contract) and Article 6(1)(c) (legal obligation) and do not require separate consent.
- (b) Marketing communications. The Participant may, but is not required to, consent to receiving marketing communications about new products, promotions, and educational content. Marketing consent is processed on the basis of Article 6(1)(a) of the GDPR (consent) and may be withdrawn at any time via the unsubscribe link in any marketing email or by writing to privacy@neomaaafunded.com. Withdrawal of marketing consent does not affect (i) the lawfulness of processing before withdrawal or (ii) service-necessary communications under (a).
- (c) Optional channels. Use of WhatsApp, Telegram, or SMS for any communication beyond required verification under 6.1 requires separate, channel-specific consent under 6.2. Withdrawal of channel consent does not affect email-based communications.

6.4 KYC

Phone number verification is considered a required step as part of the Company's Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures. Providing a valid and verified phone number is a mandatory condition for full verification and access to Funded Evaluation Accounts.

6.4.1 KYC-Failure Refund

- (a)** Where the Company determines, after reasonable investigation, that a Participant cannot complete verification because: (i) the Participant is located in a Restricted Country under 7.17; (ii) the Participant fails sanctions screening; or (iii) the Company is otherwise unable to onboard the Participant for compliance reasons that are NOT attributable to fraud, misrepresentation, or material breach by the Participant AND the Participant has not materially used the Services within the meaning of 15.8(b) the Company shall refund the Account Price within thirty (30) days of the Company's determination.
- (b)** Where the Participant has provided false, misleading, or incomplete information during onboarding, has misrepresented their jurisdiction or identity, has failed to disclose a sanctions or AML status known to the Participant, or has otherwise breached 4 (Participant Representations), no refund is owed and the Account Price is forfeited under 7.7. Where applicable AML or sanctions law requires the funds to be held, escheated to authorities, or otherwise frozen, the Company shall comply with such law and shall not be obliged to refund the Participant.
- (c)** Any refund request under this 6.4.1 (KYC-Failure Refund) shall be answered by the Company in writing within thirty (30) calendar days of receipt; any refusal shall state the reasons in writing. This procedural requirement applies notwithstanding the Company's substantive discretion.
- (c-bis)** Where the Participant has materially used the Services before the verification failure is established, no refund is owed.
- (d)** Outside (a), the Company may, in its reasonable discretion acting in good faith, consider refund requests under 8.4 (No Refund Policy).

6.4.2 Consequences of KYC Non-Compliance

The consequences of a Participant's failure to complete KYC verification are governed by the following provisions of these Terms, taken together:

- (a)** 6.4 (KYC) the underlying KYC obligation owed by the Participant;
- (b)** 6.4.1 (KYC-Failure Refund) the Participant's entitlement to a refund of the Account Price where the failure to complete verification is not attributable to fraud, misrepresentation, or material breach by the Participant;
- (c)** 1.5(kk)(vi) (Hard Breach identity verification) classification of persistent failure to complete identity verification under 6.4 and 6.4.1 as a Hard Breach;
- (d)** 7.5.1 (Sanctions, Measures and Post-Factum Review) the procedural framework (including notice, the proportionate ladder of measures, Decision Record, complaint and compliance review) applicable to the imposition of any measure on the basis of KYC non-compliance;
- (e)** 15 (Termination) termination of the Funded Evaluation Account and of the Services where KYC non-compliance is established in accordance with 7.5.1; and
- (f)** 8.4 (No Refund Policy) the no-refund position where the failure to complete verification is attributable to fraud, misrepresentation, or material breach by the Participant.

This 6.4.2 is a navigational reference only. It records, in one place, the cross-references

to the operative provisions of these Terms that govern the consequences of KYC non-compliance, and it creates no substantive right, obligation, remedy, or measure independent of those operative provisions. In the event of any conflict between the navigational summary in this 6.4.2 and any of the operative provisions cross-referenced in paragraphs (a) to (f) above, those operative provisions prevail.

6.5 Deadlines & Restrictions

If a Participant fails to verify their phone number within seven (7) days of receiving the request: the account will be marked as 'Restricted', purchasing new accounts may be disabled, and key dashboard features may be locked. Access will be automatically restored upon successful verification.

6.6 Data Processing & GDPR Compliance

- (a)** Lawful basis (EU/EEA/UK). All phone numbers, verification records, identity-document scans, dashboard activity logs and user consents collected under this 6 are processed by the Company on the lawful bases set out in Article 6(1) of Regulation (EU) 2016/679 (the 'GDPR'), namely: (i) Article 6(1)(b) processing necessary for the performance of a contract to which the Participant is a party; (ii) Article 6(1)(c) processing necessary for compliance with the Company's legal obligations under anti-money-laundering and counter-terrorism-financing law; and (iii) Article 6(1)(f) the legitimate interests of the Company in fraud prevention, account security and platform integrity, balanced against the interests and fundamental rights of the Participant. Consent under Article 6(1)(a) is relied upon for optional marketing communications only.
- (b)** Participant rights (EU/EEA/UK). Participants have the rights set out in Articles 12-22 of the GDPR, including the right of access (Art. 15), the right to rectification (Art. 16), the right to erasure / 'right to be forgotten' (Art. 17), the right to restriction of processing (Art. 18), the right to data portability (Art. 20), the right to object (Art. 21) and the right not to be subject to automated individual decision-making (Art. 22). The Participant may exercise any of these rights by emailing privacy@neomaaafunded.com. The Company will respond within one month, as required by Article 12(3) GDPR.
- (c)** Transfers outside the EU/EEA/UK. Where the Company transfers personal data to a country that has not been the subject of an adequacy decision by the European Commission, the transfer is made on the basis of Standard Contractual Clauses adopted under Commission Implementing Decision (EU) 2021/914, supplemented by the technical and organisational safeguards described in the Company's Privacy Policy.
- (d)** UAE compliance. As a UAE-incorporated entity, the Company also processes personal data in accordance with UAE Federal Decree by Law No. (45) of 2021 Concerning the Protection of Personal Data (the 'UAE PDPL'; commonly cited as 'UAE Federal Decree-Law No. 45 of 2021') and any implementing regulations issued by the UAE Data Office. The UAE PDPL grants data subjects rights substantially equivalent to those listed in paragraph (b) above, including the right to access, correct, delete, restrict, object to, and port their data, as confirmed by the UAE Government Portal at

<https://u.ae/en/about-the-uae/digital-uae/data/data-protection-laws>.

- (e)** California (CCPA/CPRA). Participants who are California residents have, in addition to the rights above, the rights set out in the California Consumer Privacy Act of 2018 (as amended by the CPRA), Cal. Civ. Code 1798.100 et seq., including: the right to know what personal information is collected (1798.110), the right to delete (1798.105), the right to correct (1798.106), the right to opt out of the sale or sharing of personal information (1798.120) and the right to non-discrimination for exercising CCPA rights (1798.125). The Company does not sell personal information within the meaning of the CCPA.
- (f)** Security and retention. Personal data is stored in encrypted form (AES-256 at rest, TLS 1.2+ in transit). The Company commits to completing an independent third-party technical security audit covering encryption, access controls, and incident-response procedures within ninety (90) calendar days of the Publication Date of these Terms, and to publishing an executive summary of the audit findings (with appropriate redactions for security-sensitive details) in its Help Center upon completion. Retention periods are set in the Company's Privacy Policy and are no longer than necessary for the purposes for which the data was collected, except where a longer period is required to comply with the Company's legal obligations under the UAE AML framework (Federal Decree-Law No. 20 of 2018, as amended and as superseded by Federal Decree-Law No. 10 of 2025), GDPR Article 5(1)(e), or applicable tax, audit or fraud-prevention law.
- (g)** Data-protection contact, EU and UK Representatives, and EU Data Act Representative. Participants may direct any data-protection query including any GDPR Article 12 22 right, any equivalent right under the UK-GDPR, the UAE PDPL or the CCPA to privacy@neomaaafunded.com, which currently serves as the Privacy Contact pending formal designation of a Data Protection Officer ("DPO") under Article 37 GDPR. The Company has appointed Prighter GmbH (Paragon 1, Schwarzenbergplatz 4, 1030 Vienna, Austria) as its EU Representative under Article 27 GDPR for Participants located in the European Economic Area, and Prighter Ltd (20 Mortlake High Street, London, SW14 8JN, United Kingdom; Companies House 12854033) as its UK Representative under Article 27 UK-GDPR for Participants located in the United Kingdom; the Company has also appointed Prighter Group as its representative under Article 37 of the EU Data Act ((EU) 2023/2854). The full contact details of these representatives are published in the Company's Privacy Policy at 16.1 (EU and UK Privacy Representative) and 16.2 (EU Data Act Representative). The formal designation of a DPO under Article 37 GDPR is currently in progress; once completed, the DPO's contact details will be published in the Privacy Policy at 16.3 and notified to the competent supervisory authority pursuant to Article 37(7) GDPR. Until that designation is completed, all GDPR Article 12 22 requests, UK-GDPR data-subject requests, UAE PDPL data-subject requests, and equivalent CCPA requests are handled centrally by the Company's Legal & Compliance team via privacy@neomaaafunded.com.

Chapter 7 PROHIBITED USES AND TRADING RULES

7.1 Illegal Activities

You are expressly prohibited from using the Services to violate any law, statute, ordinance, regulation, or treaty, whether local, state, provincial, national, or international, or to violate the rights of a third-party, including, but not limited to intellectual property rights, privacy rights, rights of publicity, or other personal or proprietary rights.

7.2 Technical Restrictions

Additionally, you are expressly prohibited from scraping, crawling, framing, posting unauthorized links to, aggregating, hacking, performing denial of service (DOS) attacks on, reverse engineering, or circumventing technological protection measures of the Services or the Company website.

7.3 Communication Restrictions

You are also prohibited from using the Services or the Company website to transmit unsolicited commercial emails to third parties or Participants of the Company. While The Company is not responsible for any such content posted by its Participants and does not have the affirmative obligations to monitor such content, it does reserve the right to remove them.

7.4 Prohibited Trading (General)

You are prohibited from engaging in any simulated-trading strategy or behaviour expressly identified as Prohibited Trading by the Company or by any technology partner used by the Company. Prohibited Trading includes, but is not limited to:

- (a)** Actions taken with the intention of exploiting any weakness in the Services or the rules of any technology partner used by the Company.
- (b)** Actions taken with the intention of evading detection by the Company or any technology partner.
- (c)** Actions that are inconsistent with normal simulated-trading behaviour and that are taken with the intention of causing operational loss to the Company or any technology partner.
- (d)** Simulated-trading conduct that endangers the Company's operational relationship with its technology partners or may result in cancellation of simulated transactions.
- (e)** Simulated-trading conduct that creates regulatory or operational exposure for any technology partner.
- (f)** Benefit Program Exploitation Strategies. Employing any simulated-trading strategy that:
 - (i)** Does not demonstrate a legitimate, identifiable market edge based on technical

analysis, fundamental analysis, quantitative analysis, or a combination thereof.

- (ii)** Is specifically designed, whether in whole or in part, to exploit the structure of the Benefit Program (including Reward Coefficient, withdrawal thresholds, or evaluation progression mechanics) rather than to generate sustainable long-term simulated profitability through genuine simulated-market participation. This includes any strategy that does not demonstrate a statistically significant long-term edge and instead relies on short-term variance or volatility clustering to meet Benefit Program thresholds effectively treating the reward structure as the source of expected value rather than the underlying simulated market.
- (iii)** Relies on patterns of behaviour that would not be replicable in a live-trading environment, including strategies that depend on the simulated nature of the account, strategies that exploit evaluation-specific conditions not present in live markets, and strategies designed to meet Benefit Program thresholds through artificially consistent returns rather than through genuine simulated-market edge.

The Company evaluates simulated-trading conduct holistically to assess whether Participants are engaged in bona fide simulated trading. Any strategy identified as a Benefit Program Exploitation Strategy under this Section may result in the application of measures as described in 7.5.1 and 7.11, determined by the Company in its reasonable discretion, exercised in good faith.

7.5 Trading Conduct and Prohibited Practices

The Company maintains a zero-tolerance policy toward simulated-trading practices that reflect gambling, high-risk opportunism, or inconsistent strategic conduct. Participants must demonstrate sustainable, disciplined, and coherent simulated-trading behaviour at all times. Prohibited practices include, but are not limited to:

- (a)** Disproportionate or erratic changes in position size relative to the Participant's historical simulated-trading behaviour.
- (b)** Statistically material deviations from the Participant's prior thirty (30) day rolling baseline of trade duration, position size, or strategy, where such deviations cannot be objectively explained by changes in market conditions, news events disclosed in the Participant's pre-disclosed strategy, or pre-disclosed strategy rotation. For the purpose of this sub-clause, deviations of more than three (3) standard deviations from the rolling baseline shall be considered statistically material.
- (c)** Repeatedly entering or exiting simulated trades exclusively around high-impact news events without a structured, coherent trading plan.
- (d)** Repeated margin calls, excessive simulated-leverage use, or exposure inconsistent with professional risk management.
- (e)** Exploiting illiquid simulated markets, intentionally disregarding risk limits, or trading based on emotional, impulsive, or reckless behaviour.
- (f)** Repeated reliance on latency, slippage, or execution quirks of the simulated environment to generate disproportionate simulated gains.
- (g)** Coordinated simulated trading among multiple accounts owned or controlled by the

same person or group of persons.

- (h) **Revenge trading:** placing simulated trades in an attempt to recover prior simulated losses through increased risk-taking rather than following a predefined trading plan.
- (i) **Overleveraging:** using simulated leverage disproportionate to the account size, stated risk tolerance, or prevailing simulated-market conditions.
- (j) **Account rolling:** systematically cycling through accounts (including purchasing new accounts after breaching) without demonstrating improvement in trading discipline or strategy.
- (k) Any strategy that does not reflect a genuine market edge and is specifically designed to exploit the Benefit Program rather than to develop long-term simulated profitability consistent with normal trading practice.

If the Company determines that a Participant has engaged in any of the behaviours described in this Section, the Company may, in its reasonable discretion, exercised in good faith and proportionate to the seriousness and recurrence of the conduct, impose corrective, restrictive, or disciplinary measures as described in 7.5.1 and 7.11. Determinations under this Section shall be made on the basis of documented evidence and shall not be applied retroactively to closed simulated trades that were compliant under the rules in force at the time of execution.

7.5.1 Sanctions, Measures and Post-Factum Review

- (a) **Application of Measures.** The Company shall apply any measure listed in paragraph (c) below in accordance with the following procedure:
 - (i) **Default procedure (pre-application notice).** Before applying any measure under (c)(v) (Suspension), (c)(vi) (Failure of the current Evaluation Phase), (c)(vii) (Termination of the Funded Evaluation Account), (c)(viii) (Clawback of prior Benefit Program payments), or (c)(ix) (Termination of all Services), the Company shall notify the Participant in writing (by email to the address registered to the Participant's account, which may be additionally displayed in the Client Area as an informational duplicate) of the basis for the proposed measure, with reference to the specific contractual provision relied upon and a summary of the documented conduct, and shall give the Participant seven (7) calendar days from dispatch of the notice to respond. The Company shall consider any timely response in good faith before issuing a final decision.
 - (ii) **Immediate application exceptions.** Notwithstanding (i) above, the Company may apply any measure in paragraph (c) with immediate effect and without prior notice where (A) the Company reasonably believes immediate action is required to prevent ongoing material harm to programme integrity, to other Participants, or to the Company's compliance obligations; (B) the conduct involves fraud, sanctions evasion, money laundering, terrorism financing, or coordinated misuse across multiple accounts; or (C) law-enforcement or competent regulatory authority direction so requires. Where the Company applies a measure under this (ii), the Decision Record shall identify which of (A), (B) or (C) is relied upon.
 - (iii) **Lesser measures.** Measures in paragraph (c)(i) (Warning), (c)(ii) (Exclusion of specific simulated trades), (c)(iii) (Reduction of simulated leverage), and (c)(iv) (Imposition of a floating maximum-drawdown limit) may be applied with

immediate effect without prior notice, subject to the post-factum notification in paragraph (d).

The Participant expressly acknowledges that the Services constitute a simulated educational programme and that the framework in this paragraph (a) is necessary to preserve programme integrity, prevent ongoing harm, and protect other Participants and the Company against documented misconduct, while affording the Participant a reasonable opportunity to respond before the most severe measures are applied.

- (b) Documentation.** Each measure imposed under this 7.5.1 shall be supported by an internal Decision Record retained by the Company, containing: (i) the date and time of detection; (ii) the simulated trades, accounts, communications, or behavioural indicators relied upon; (iii) the contractual provisions allegedly breached; (iv) the measure(s) applied; and (v) the identity of the Company officer who authorised the measure. The Decision Record shall be retained for the time bar period in paragraph (l) below and shall be produced to the Participant upon written request submitted in accordance with paragraph (e).
- (c) Available Measures Proportionate Ladder.** The measures available to the Company are, in ascending order of severity:
- (i) Warning** written notification by email of the conduct and the consequences of repetition;
 - (ii) Exclusion of specific simulated trades** exclusion of identified simulated trades from performance, drawdown, and Benefit Program calculations;
 - (iii) Reduction of simulated leverage** reduction to a maximum of 1:1 across any or all of the Participant's accounts;
 - (iv) Imposition of a floating maximum-drawdown limit** at a percentage determined by the Company in good faith and proportionate to the gravity and recurrence of the documented conduct, as supported by the evidence recorded in the Decision Record;
 - (v) Suspension** temporary suspension of the Participant's account pending further review;
 - (vi) Failure of the current Evaluation Phase** the Participant fails the active Evaluation Phase and may be offered, at the Company's discretion, a paid retake;
 - (vii) Termination of the Funded Evaluation Account** termination of the Funded Evaluation Account and forfeiture of any Crystallised Benefit Program Amount that has not yet been paid;
 - (viii) Clawback of prior Benefit Program payments** clawback of Benefit Program payments previously disbursed during the documented period of violation, in accordance with 17;
 - (ix) Termination of all Services** termination of all Services, closure of all the Participant's accounts, permanent ban from the Services, and forfeiture of all unpaid amounts; and
 - (x) Other proportionate measures** any other measure reasonably necessary to address the documented conduct, restore programme integrity, or prevent recurrence, including without limitation imposition of position-size limits,

instrument restrictions, holding-period limits, or consistency requirements.

The Company shall select measures proportionate to the gravity, recurrence, and impact of the documented conduct, and may apply more than one measure in combination.

(c-bis) Proportionality. The Company shall, where reasonably practicable, apply the least restrictive measure proportionate to the gravity, recurrence, and impact of the documented conduct, and to the Participant's overall conduct history. First-occurrence minor deviations under 7.5(b) shall not, by themselves, trigger any measure in paragraph (c)(vii) (Termination of the Funded Evaluation Account) or above, absent aggravating factors.

(d) Post-Factum Notification. Within three (3) Business Days of applying a measure under paragraph (a)(ii) or (a)(iii) (immediate application or lesser measures), the Company shall notify the Participant by email at the address registered to the Participant's account. The notification shall identify: (i) the measure(s) applied; (ii) the date and time of application; (iii) a summary of the contractual provision(s) and conduct relied upon; and (iv) the procedure for submitting a complaint under paragraph (e). Notification shall be deemed effective on dispatch by the Company. Failure or delay in dispatch shall not invalidate the measure but shall extend the complaint window in paragraph (e) accordingly. Where a measure is applied under the default procedure in paragraph (a)(i), the decision communicated at the end of the pre-application response window shall constitute notification for the purposes of paragraph (e).

(e) Complaint Window. The Participant may submit a written complaint to support@neomaaafunded.com within seven (7) calendar days of dispatch of the notification under paragraph (d). The complaint shall: (i) identify the measure complained of; (ii) state the grounds on which the Participant disputes the measure; and (iii) attach any documentary evidence the Participant wishes the Company to consider. Complaints submitted after the seven (7) calendar day window are time-barred and shall not be admissible, save where the Participant demonstrates, by clear and contemporaneous evidence, that the delay was caused by force majeure or by failure of the Company's notification under paragraph (d) to reach the registered email address.

(f) Compliance Review. The Company shall acknowledge receipt of a timely complaint within five (5) Business Days of receipt and shall complete a substantive compliance review within thirty (30) calendar days of receipt. The compliance review shall be conducted by Company personnel not involved in the original Decision Record. The reviewer may: (i) uphold the original measure; (ii) modify the measure to a less severe alternative on the ladder in paragraph (c); or (iii) reverse the measure and order restitution. Where restitution involves restoring a simulated account, the Company shall restore the simulated account to the state immediately prior to application of the reversed measure, save that intervening simulated market movements shall not be reconstructed.

(g) Burden of Proof. In any complaint under paragraph (e), the burden of proof rests on the Participant to demonstrate, on the balance of probabilities, that the documented conduct relied upon by the Company did not occur or did not constitute a breach. This burden allocation reflects the simulated, contractual, and educational nature of the Services and does not derogate from any mandatory

consumer protection right that the Participant may have under the law of the Participant's country of habitual residence.

- (h) **No Suspensive Effect.** The submission of a complaint under paragraph (e) shall not suspend or postpone the measure complained of. Where the compliance review under paragraph (f) results in reversal or modification, the Company shall apply the revised outcome with effect from the date of the review decision. The Participant shall not be entitled to compensation for simulated trades that could not be executed during the period the measure was in force, save where the reviewer expressly finds that the original measure was applied without any documented basis.
- (i) **Interim Measures by the Participant.** Where the Participant in good faith asserts that a measure would cause imminent and irreparable prejudice to a Crystallised Benefit Program Amount that has been earned but not yet paid, the Participant may, within seven (7) Business Days of dispatch of the notification under paragraph (d), submit a written request for interim review. The Company shall complete interim review within seven (7) Business Days of receipt and shall, where the documented evidence on its face does not support the measure as applied, suspend the measure pending completion of the compliance review under paragraph (f).
- (j) **Communications.** All communications under this 7.5.1 notification, complaint, acknowledgment, decision, and interim review shall be by email. The Company's authoritative email address for receipt of complaints is support@neomaaafunded.com. The Participant's authoritative email address is the address registered to the Participant's account. Information may also be displayed in the Client Area as a courtesy duplicate, but legal effect of notice runs from email dispatch only, and no period or right under this 7.5.1 shall run from publication in or display within the Client Area.
- (k) **External Mechanisms.** Nothing in this 7.5.1 limits the Participant's right to pursue any external dispute resolution, regulatory, judicial, or alternative dispute resolution mechanism available to the Participant under the law of the Participant's country of habitual residence. The Company encourages the Participant to first exhaust the complaint procedure in paragraph (e) before invoking external mechanisms.
- (l) **Time Bar.** Any cause of action, claim, complaint or proceeding by the Participant arising from or relating to a measure imposed under this 7.5.1 shall be time-barred if not commenced within twelve (12) months of the date of dispatch of the notification under paragraph (d), save where mandatory law of the Participant's country of habitual residence provides a longer limitation period, in which case that longer period shall apply.
- (m) **Consumer Law Savings Clause.** Nothing in this 7.5.1 shall derogate from any mandatory consumer protection right that the Participant may have under the law of the Participant's country of habitual residence. Where mandatory consumer protection law provides a more favourable procedural right to the Participant than this 7.5.1, that more favourable right shall prevail to the extent of the inconsistency, and the remainder of this 7.5.1 shall continue in full force.
- (n) **Catch-All.** Where the Company applies a measure under paragraph (c)(x) other

than as listed in (i) (ix), the Company shall, in the Decision Record, identify the specific contractual provision or programme-integrity objective that the catch-all measure addresses, and shall document why no listed measure adequately addresses the documented conduct.

- (o) Reservation of Rights.** Nothing in this 7.5.1 limits the Company's right, in cases of suspected fraud, money laundering, terrorism financing, sanctions violation, or other criminal conduct, to: (i) refer the matter to law enforcement or competent regulatory authorities; (ii) freeze the Participant's account pending external investigation; or (iii) pursue civil damages from the Participant in a court of competent jurisdiction.

7.6 News Trading Policy for Funded Evaluation Accounts

News trading is permitted during the Evaluation Phase without restriction.

For Funded Evaluation Accounts, the following rules apply:

- (a) High-Impact News Window.** Opening or closing simulated trades within a five (5) minute window before or after any High-Impact news event is not permitted on Funded Evaluation Accounts. For the purposes of this 7.6, "High-Impact news event" means an event marked as "red folder" on the ForexFactory economic calendar (<https://www.forexfactory.com/calendar>) at the time the simulated trade is placed, save where the Plan Specification (1.5(z)) designates a different reference calendar for a given product. Without prejudice to (d) below, simulated trades opened or closed within such window shall be deducted from the simulated profit calculation and excluded from Performance Reward computations.
- (a-bis) Structurally Funded Products.** For any product whose Plan Specification (1.5(z)) identifies the product as structurally funded without an Evaluation Phase, the rules in 7.6(a) and 7.6(c) (f) apply from the first day of Account activation. For any product whose Plan Specification provides for an Evaluation Phase, the chapeau above applies during the Evaluation Phase and 7.6(a) and 7.6(c) (f) apply during the funded stage.
- (b) Designated High-Impact Events List.** The Company maintains a published list of designated High-Impact events. The Company may add events to that list where, in its reasonable assessment based on observable market data, an event had a demonstrable and material impact on simulated-market microstructure, including: abnormal spread widening, liquidity gaps, significant slippage, or sudden volatility spikes. Additions to the list shall be notified to Participants by email to the address registered to the Participant's account (and may additionally be displayed in the Help Centre at help.neomaaafunded.com and in the Client Area as informational duplicates) and shall apply prospectively to simulated trades opened on or after the date of dispatch of the email notification. The Company shall not apply List additions retroactively to simulated trades that were already closed at the time of the addition.
- (c) Determination.** The determination of whether an event qualifies for inclusion in the High-Impact list is made by the Company in its reasonable discretion, exercised in good faith, based on observable simulated-market conditions.
- (d) Soft Breach Policy.** If a Funded Evaluation Account violates the news trading rule,

the Company may, in its reasonable discretion, exercised in good faith and proportionate to the violation:

- deduct the affected simulated trades from the profit calculation; - breach the Funded Evaluation Account; - offer a reset of the Funded Evaluation Account on terms communicated to the Participant.
- (e) Repeated Violations.** If repeated breaches of this rule are detected (e.g., multiple violations across one or more accounts), the Company may terminate the Funded Evaluation Account or apply additional disciplinary or restrictive measures, in its reasonable discretion, exercised in good faith.
- (f) Effective Date.** This rule applies to Funded Evaluation Accounts created on or after 24 September 2025. Legacy Accounts are exempt unless otherwise notified in accordance with 1.3 (non-retroactivity).
- (g) Application to Legacy Accounts and Product-Specific Rules.** Application of this 7.6 to legacy Accounts and any product-specific calendar, cut-off, or timing variations are set out in the Plan Specification (1.5(z)) for the relevant product.

7.7 Consequences of Prohibited Trading

"If the Company detects that your simulated-trading conduct constitutes Prohibited Trading, your participation in the simulated evaluation programme will be terminated and may include forfeiture of any participation fees paid to the Company. Additionally, and before any Participant shall be allocated a Funded Evaluation Account, the simulated-trading activity of the Participant under these Terms and Conditions shall be reviewed by both the Company and the relevant technology partner to determine whether such activity constitutes Prohibited Trading. In the case of Prohibited Trading, the Participant shall not be allocated a Funded Evaluation Account. Any consequence under this 7.7 is subject to the procedural framework in 7.5.1.

7.8 Discretionary Exclusion

Additionally, the Company reserves the right to disallow or block any Participant from participating in the simulated evaluation programme for any reason, in the Company's reasonable discretion, exercised in good faith. Any consequence under this 7.8 is subject to the procedural framework in 7.5.1.

7.9 Rules of DEMO Trading

" 7.9.1 During demo trading on the Trading Platform, you are allowed to place trades unless they fall under prohibited trading practices defined in 7.10. You agree to adhere to commonly accepted market conduct and good risk management principles. Specific limitations may also apply depending on the Trading Platform selected.

7.9.2 You acknowledge that NEOMAAA Funded has full access to the details of your demo trading activities. You authorize NEOMAAA Funded to share such information with its affiliates or group-related entities and to process it at their discretion, including through automated means, without further approval or remuneration. Any consequence under this 7.9.2 is subject to the procedural framework in 7.5.1.

7.9.3 NEOMAAA Funded is not liable for the accuracy or reliability of market data displayed in your Client Area or any interruptions, inaccuracies, or delays of the Trading. Platform."

7.10 Prohibited Trading Practices

7.10.1 Prohibited Trading Practices (Simulated)

The following actions are considered Prohibited Trading Practices during the use of NEOMAAA Funded Services, whether engaged in knowingly or not:

- (a)** Exploiting errors or latency in the pricing and/or platform(s) provided by the Broker (e.g., pricing delays or display bugs).
- (b)** Simulated trading based on delayed or external data feeds not provided by the official platform.
- (c)** Coordinated simulated-trading activity between accounts owned or controlled by the Participant, or with others, for the purpose of manipulating outcomes, including mirrored or opposite-position strategies.
- (d)** Violating these Terms or the terms of the Trading Platform.
- (e)** Using any tools, software, or systems (including AI or high-frequency trading scripts) to gain an unfair advantage or manipulate the simulated system.
- (f)** Executing simulated trades (i) during scheduled economic or geopolitical events that may materially affect underlying market conditions, or (ii) within two hours prior to a market closure of at least two hours ("gap trading").
- (g)** Engaging in simulated-trading behaviour that deviates from normal market-data standards or which could result in harm to NEOMAAA Funded, including: overleveraging; excessive exposure; "one-sided betting" (opening multiple simulated positions in the same direction on the same symbol or highly correlated instruments simultaneously or within a short timeframe, leading to concentration of risk); account cycling or rolling.
- (h)** Expert Advisors, scripts, or automated tools specifically designed for or commercially marketed as exploitation tools for prop-firm evaluations or copy-trade pattern abuses are prohibited. The use of generally available EAs for legitimate strategy automation is permitted, provided such use does not violate other provisions of 7.10. Third-party strategies or off-the-shelf strategies that are specifically designed, marketed, or primarily used to pass prop-firm assessment accounts (rather than to generate genuine trading edge) are prohibited.
- (i)** Utilising one strategy to pass an assessment and then utilising a different strategy in a Funded Evaluation Account, as identified by the Company in its reasonable discretion, exercised in good faith, on the basis of documented evidence.
- (j)** Attempting to arbitrage the Participant's account against another account with the Company or any third-party company.
- (k)** Strategies designed to exploit the Benefit Program rather than to generate long-term sustainable simulated profitability through genuine market edge. This includes any approach that does not demonstrate a legitimate market edge and is specifically built to game the Benefit Program process.

(l) IP Address, Location, and Account Identification Rules.

NEOMAAA Funded continuously monitors IP addresses, geolocation data, device fingerprints, Customer Identification Data ("CID"), browser fingerprints, and connection metadata across all accounts. Any of the following may result, after the procedural process described in 7.5.1, in account suspension, account termination, forfeiture of any non-Crystallised Benefit Program Amount, and a ban from further Services, applied by the Company proportionately:

- Multiple or inconsistent IP locations. Logging in from multiple geographic locations that cannot be reasonably justified (e.g., connections from two different countries within a timeframe that makes physical travel impossible), or a pattern of rapidly changing IP locations inconsistent with normal travel behaviour.
- IP overlap between accounts. Multiple NEOMAAA Funded accounts accessed from the same IP address, subnet, ISP infrastructure, or residential or commercial network. Any IP overlap between distinct accounts is treated as prima facie evidence of linked accounts or collusion and may trigger investigation. Where a measure is applied, the Participant retains the right to submit a post-factum complaint under 7.5.1(e).
- Non-private or shared networks. Trading from any non-private network, including but not limited to: public Wi-Fi (cafés, airports, hotels, libraries), co-working spaces, university or campus networks, corporate shared networks, mobile hotspots shared with others, or any network where multiple NEOMAAA Funded Participants may be connected, is performed at the Participant's own risk and may result in suspension or termination after process.
- VPN, proxy, and IP-masking tools. The use of VPNs, proxy servers, Tor, relay networks, residential-proxy services, datacenter IPs, or any other tool or service designed to mask, alter, rotate, or obfuscate the Participant's true IP address or geographic location is prohibited while accessing the Services. Detection of such tools may result in account suspension. The Participant retains the right to submit a post-factum complaint under 7.5.1(e) demonstrating a legitimate non-evasive reason (e.g., corporate-network requirement, residence in a jurisdiction where lawful VPN use is customary), and the Company shall consider the explanation in good faith in the compliance review under 7.5.1(f).
- IP address inconsistent with KYC data. If the Participant's login IP address or geolocation is inconsistent with the country of residence declared during KYC verification, the account may be suspended pending identity re-verification. Repeated inconsistencies may result in termination after process.
- Dedicated device and network requirement. Participants must use their own personal, dedicated devices and a private network connection under their exclusive control. NEOMAAA Funded reserves the right to request proof of device ownership, network configuration, and connection history, with a reasonable opportunity to respond.
- Undisclosed location changes. Participants who relocate or travel to a different country must proactively notify NEOMAAA Funded support before trading from the new location. Failure to disclose a significant location change may trigger a review under 7.5.1.

(m) Account Sharing, Third-Party Access, and Account Management.

Any unauthorised third-party involvement with a NEOMAAA Funded account constitutes a material breach of these Terms and may result, after process under 7.5.1, in account termination, forfeiture of any non-Crystallised Benefit Program Amount, a ban from further Services, and pursuit of any available legal remedies. Specifically:

- Credential sharing. Sharing account credentials, login information, API keys, platform

access tokens, or any form of authentication with any third party is prohibited, regardless of the reason or relationship. - Third-party trading. Having any third party trade on behalf of the Participant whether a person, service, signal-copy arrangement, managed-account service, or automated system operated or configured by another individual is prohibited. - Account-management services. The use of "pass your challenge" services, prop-firm account-management services, profit-sharing arrangements with third-party traders, or any service that involves another person or entity executing simulated trades or making trading decisions on the Participant's account is prohibited. - Signal-copying from non-owned sources. Copying simulated trades from a signal provider, Telegram group, Discord channel, or any external source where the Participant does not own, develop, and fully control the underlying strategy is prohibited. Participants must be the sole author and decision-maker of their simulated-trading activity. - Remote access. Granting remote-desktop access (e.g., TeamViewer, AnyDesk, Chrome Remote Desktop, RDP) to any third party for the purpose of accessing or operating the Participant's account is prohibited. - Managing others' accounts. Managing, operating, advising on, or in any way accessing accounts belonging to other NEOMAAA Funded Participants is prohibited, regardless of whether compensation, profit-sharing, or any other consideration is involved. - Identity verification on demand. NEOMAAA Funded may request, with reasonable notice, proof of identity, proof of device ownership, live video verification, screen-sharing sessions, evidence of trading-activity authorship (e.g., explanation of trade rationale), and any other documentation deemed reasonably necessary to confirm that the account holder is the sole operator of the account. Failure to comply within the timeframe specified in the request will result in account suspension and potential termination, subject to 7.5.1. - Behavioural detection. NEOMAAA Funded employs behavioural analytics, including trade-execution-pattern analysis, platform-interaction patterns, session-timing analysis, and login-behaviour profiling, to detect potential third-party usage. Any anomaly consistent with a change in operator may trigger an investigation under 7.5.1.

References in this 7.10.1 to a 'Trading Platform' shall be construed in accordance with 7.19.0 (No platform vendorship); Participant recourse for any defect, vulnerability, or downtime in a third-party Trading Platform is governed by the terms of the relevant platform provider, subject to 3.3 (No Accuracy Guarantee), 13 (Risk Disclosure), and 16 (Disclaimer and Limitation of Liability).

7.10.2 Personal Use and Third-Party Restrictions

All NEOMAAA Funded accounts are strictly for personal use. Any breach of the personal-use requirement constitutes a material breach of these Terms and may result, after process under 7.5.1, in account termination, forfeiture of any non-Crystallised Benefit Program Amount, a ban from further Services, and clawback of Benefit Program payments previously disbursed during the documented period of violation, in accordance with 17.

- (a) Definition of "Third Party".** A "third party" includes, without limitation: any other individual (including family members, friends, partners, or colleagues); any trading-management or account-management service; any signal-providing service where the Participant does not own, develop, and fully control the underlying strategy; any mentorship or coaching service that involves direct intervention in live trading decisions; any external entity, organisation, or automated system operated or configured by another individual; and any person or service offering to "pass your

challenge" or trade on the Participant's behalf for a fee, profit share, or any other consideration.

(b) Prohibited Third-Party Activities. The Participant shall not:

- (i)** provide any third party with access to the Participant's Evaluation Phase, Verification, or Funded Evaluation account credentials, platform login, API access, or any other means of account access;
- (ii)** allow any third party to execute, modify, close, or manage simulated trades on the Participant's account, whether through direct login, remote-access tools (e.g., TeamViewer, AnyDesk, RDP, Chrome Remote Desktop), API connections, or any other method;
- (iii)** access, manage, advise on, or operate Evaluation Phase, Verification, or Funded Evaluation accounts belonging to other NEOMAAA Funded Participants, regardless of whether compensation or any consideration is involved;
- (iv)** use "pass your challenge" services, account-management services, prop-firm trading services, or any arrangement where a third party trades on the Participant's account in exchange for payment, profit-sharing, or any other benefit;
- (v)** copy signals or simulated trades from any source where the Participant does not own and fully control the underlying strategy, including Telegram groups, Discord channels, paid signal services, or copy-trading platforms connected to a third party's strategy;
- (vi)** allow any third party to monitor the Participant's account in real time for the purpose of providing live trading instructions or interventions.

(c) Shared and Non-Dedicated Environments. The Participant shall not use shared, non-dedicated, or communal environments to access the Participant's account. Prohibited environments include, without limitation:

- shared Virtual Private Servers (VPS) used by or accessible to multiple traders; - non-dedicated or multi-tenant servers where other NEOMAAA Funded accounts may be accessed; - shared terminal setups (e.g., trading desks, prop-firm offices, or terminals used by multiple individuals); - public computers, library workstations, hotel business centres, or any device not under the Participant's exclusive physical control; - any cloud-hosted desktop or virtual machine accessible to multiple users; - any environment where another NEOMAAA Funded Participant may access their account from the same infrastructure, hardware, or network.

(d) Shared Household and Network Disclosure. Where the Participant shares a household, workplace, or network with another NEOMAAA Funded account holder, the Participant must disclose this circumstance to NEOMAAA Funded support before commencing simulated trading from that environment. The Company will only collect and process the minimum information reasonably necessary to assess the risk of account linkage (in accordance with 29 (Data Protection)). NEOMAAA Funded may require additional verification, impose proportionate trading restrictions, or, after process under 7.5.1, deny Benefit Program payment requests for accounts operating from shared environments. Use of the same device as another NEOMAAA Funded account holder is prohibited absent prior written authorisation from NEOMAAA Funded.

- (e) Detection, Investigation, and Consequences.** NEOMAAA Funded uses detection systems including behavioural analysis, IP monitoring, geolocation tracking, device fingerprinting, browser fingerprinting, session-timing analysis, trade-execution-pattern analysis, and connection-metadata correlation to detect potential third-party usage, shared environments, or unauthorised access.

Any account identified as having third-party involvement, operating from a prohibited environment, or exhibiting behavioural anomalies consistent with a change in operator is subject, after process under 7.5.1, to one or more of:

- (i)** account suspension pending investigation;
- (ii)** account termination;
- (iii)** forfeiture of any non-Crystallised Benefit Program Amount;
- (iv)** clawback of Benefit Program payments previously disbursed during the documented period of violation;
- (v)** a ban of the Participant and any associated individuals from further Services;
- (vi)** referral for further legal action where appropriate.

The Participant bears the evidentiary burden of demonstrating that they are the sole and exclusive operator of their account where the Company has presented prima facie evidence of third-party involvement. The Company's determination is made in its reasonable discretion, exercised in good faith, on the basis of documented evidence, and is subject to the internal-review right described in 7.5.1(e).

7.10.3 Risk Management and Consistency

The Participant must apply proper risk management in all simulated trades at all times. This Section consolidates the risk-management requirements applicable to Funded Evaluation Accounts. Product-specific values referenced below (including numerical thresholds, percentages, monetary amounts, time cut-offs, and methodology assignments) are set out in the Plan Specification (1.5(z)). Where any apparent conflict arises between this 7.10.3 and the Plan Specification, the conflict-resolution rules in 1.5(z) apply.

A. Position Sizing and Behavioural Consistency. The Participant is prohibited from:

- (i)** opening simulated positions significantly larger than their historical simulated trade sizes;
- (ii)** opening an unusually high or low number of simulated trades compared to their standard behaviour;
- (iii)** disproportionate or erratic changes in position size relative to historical simulated-trading behaviour;
- (iv)** abnormal or unjustified deviations from established trade-duration or strategy patterns;
- (v)** repeatedly entering or exiting simulated trades exclusively around high-impact news events without a structured, coherent trading plan;
- (vi)** repeated margin calls, excessive simulated-leverage use, or exposure inconsistent with professional risk management;
- (vii)** exploiting illiquid simulated markets, intentionally disregarding risk limits, or

trading based on emotional, impulsive, or reckless behaviour.

B. Daily Virtual Limit and Max Virtual Limit General Rule. Every Funded Evaluation Account is subject, at all times during the relevant phase, to:

- (i) a Daily Virtual Limit (1.5(aa)) measured against an intra-day reference value defined per product; and
- (ii) a Max Virtual Limit (1.5(bb)) measured against an account-level reference value defined per product.

A breach of either limit constitutes a breach of these Terms and triggers the consequences set out in 7.11, subject to the procedural framework in 7.5.1. The numerical value of each limit, the reference value against which it is measured, the reset time, and the methodology applied to that limit (1.5(cc)(i) (iv)) are set out in the Plan Specification for each product. The Participant acknowledges that, depending on the product purchased, the Daily Virtual Limit and/or Max Virtual Limit may be computed under any of the four methodologies set out in 1.5(cc): Static (cc)(i), Floored Trailing with Lock (cc)(ii), Trailing-no-Floor (cc)(iii), or Per-Position Daily-Loss Cap (cc)(iv).

C. Methodology-Specific Operational Rules.

- (i) Where the applicable Max Virtual Limit methodology is Floored Trailing with Lock (1.5(cc)(ii)), the floor lock (1.5(ee)) operates by strict inequality (Equity > Threshold) and is measured against equity (not balance) on a continuous basis. Once the lock is achieved, the trailing component ceases and the limit becomes static at the locked level; it does not resume trailing for the remainder of the Account's life.
- (ii) Where the applicable Daily Virtual Limit methodology is Trailing-no-Floor (1.5(cc)(iii)), the reference value is re-evaluated at the daily reset time specified in the Plan Specification for that product, on the basis of equity at the reset moment.
- (iii) Where the applicable Max Virtual Limit methodology is Per-Position Daily-Loss Cap (1.5(cc)(iv)), the cap is measured against equity at the moment of position opening and applies on a per-open-position basis, with aggregation rules as set out in the Plan Specification.
- (iv) Where the applicable methodology is Static (1.5(cc)(i)), the reference value is fixed at the initial balance of the Account and does not vary during the life of the Account.

D. Gambling Prohibition. Gambling or "all-or-nothing" behaviour is not permitted on Funded Evaluation Accounts. This includes, without limitation: revenge trading; overleveraging; over-exposure; risking a large portion of the simulated account in a small number of simulated trades; and any conduct inconsistent with 7.10.3(A). Breach consequences are applied in accordance with 7.11, with first occurrences typically treated as a soft breach and repeated occurrences escalating to termination.

D-bis. Seventy-Per-Cent Margin Rule (the "70% Rule"). A Participant shall not, at any time while a position is open, allow the position's used margin to reach or exceed seventy per cent (70%) of the Account's then-current equity. For the purposes of this 7.10.3(D-bis), "then-current equity" means the Account's equity at the relevant tick (balance plus floating profit and loss on open positions) and "used margin" means the

margin then locked by the position. The rule operates as follows.

- (i) **Continuous tick-level measurement.** Compliance is tested continuously, tick-by-tick, for the entire time a position is open from the instant it opens to the instant it closes, including intra-second tick movements. At each tick, the position's used margin is measured against the Account's then-current equity at that same tick. A breach occurs at the first tick at which the ratio reaches or exceeds 70%, whether reached at opening, on a later increase in exposure, as a result of equity decline, or any combination of these.
- (ii) **What constitutes a "position" (aggregation).** Simulated trades carrying the same exposure are treated as a single position and assessed together. Trades carry the same exposure where they are on the same Underlying and in the same direction, and are either:
 - (a) open concurrently in which case the position's used margin at any tick is the sum of the used margin of all such trades open at that tick, tested against then-current equity; or
 - (b) chained where each trade is opened within sixty (60) minutes of the close of the immediately preceding same-exposure trade, save where the Plan Specification (1.5(z)) publishes a different chaining window for the relevant product, in which case the published window applies. A gap exceeding the applicable chaining window with no further same-exposure trade ends the chain, and the next same-exposure trade begins a new position.
- (iii) **Stand-alone trigger.** This 7.10.3(D-bis) is a stand-alone breach trigger, independent of and additional to 1.5(jj-bis) (Maximum Risk to Stop-Loss per Trade Idea), 7.10.3(A) and 7.10.3(D). It governs margin usage; 1.5(jj-bis) governs maximum simulated loss between entry and stop-loss. Both apply concurrently, and compliance with one does not cure breach of the other.
- (iv) **Graduated consequences.** Breaches are handled through the enforcement framework in 7.5.1 and the consequences ladder in 7.11:
 - (a) a first documented occurrence in respect of a position is typically treated as a soft breach warning and educational notice;
 - (b) a repeated occurrence, or any occurrence accompanied by aggravating factors (including circumvention or structuring intended to evade this rule, coordinated multi-account activity, or combination with another 7.10.3 breach), escalates to a hard breach forfeiture of any non-Crystallised Benefit Program Amount on the affected cycle and, at the Company's reasonable discretion exercised in good faith, termination of the Funded Evaluation Account, with the further consequences in 7.11.

For this purpose, all overshoots within a single position under paragraph (ii) including the legs of a chained position are assessed together, so a Participant cannot reset the count by closing and re-opening within the chaining window.

- (v) **Recording of a hard breach.** A hard breach, once recorded on tick-level data, is not cured by subsequently closing the position, reducing margin, or any recovery of equity. A soft breach is recorded but does not of itself trigger forfeiture or termination.

- (vi) Calculation methodology.** The detailed calculation methodology (treatment of leverage, lot size, contract specifications, and aggregation of correlated instruments) is set out in Help Center article 13451316 ("70% Margin Rule Explanation"), as in force on the publication date of this version of the Terms, amendable only under 1.3.

D-ter. Grid Trading, Martingale and Revenge-Trading Prohibition.

- (i) Prohibition.** The use of grid-trading, martingale, or revenge-trading strategies, by whatever name described and whether executed manually or by any automated tool, Expert Advisor, or script, is a Prohibited Trading Practice across all account types and all product types offered by the Company, including without limitation Demo Accounts, Evaluation Phase accounts, Verification accounts, Funded Evaluation Accounts, Express Evaluation Accounts, Giveaway Accounts, and any other Prop Account (1.5(k)), at every phase of the Participant's lifecycle. This 7.10.3(D-ter) is a specific expression of the Gambling Prohibition in 7.10.3(D) (including its revenge-trading prohibition) and of the over-exposure and one-sided-betting prohibitions in 7.10.1(g), and operates as a stand-alone breach trigger: breach of this paragraph does not require breach of any other provision, and breach of any other provision does not require breach of this paragraph.
- (ii) Martingale definition.** "Martingale" means any pattern of simulated trading in which the Participant systematically increases position size, margin, or risk following a losing simulated trade or sequence of losing simulated trades, with the effect or apparent purpose of recovering prior simulated losses through a subsequent winning trade rather than through a consistent, pre-defined risk model. Indicative characteristics include, without limitation: doubling or otherwise materially increasing lot size or risk after a loss; re-entering the same Underlying and direction with increased size following a stop-out; and a position-sizing sequence that scales with cumulative loss rather than with account equity or a fixed risk-per-trade.
- (iii) Grid trading definition.** "Grid trading" means any pattern of simulated trading in which the Participant places multiple simulated orders on the same Underlying at predefined or intentional price intervals (a "grid"), such that positions accumulate as price moves through those levels, typically without individual protective stop-losses, producing layered or compounding aggregate exposure. Indicative characteristics include, without limitation: a regularly spaced ladder of pending or market orders on the same Underlying; accumulation of multiple open positions on the same Underlying without corresponding stop-losses; and aggregate exposure that increases mechanically with adverse price movement rather than in accordance with a defined risk model.
- (iv) Revenge trading definition.** "Revenge trading" means placing simulated trades in an attempt to recover prior simulated losses through increased risk-taking rather than in accordance with a predefined trading plan, consistent with 7.5(h) and the Gambling Prohibition in 7.10.3(D). Indicative characteristics include, without limitation: a marked increase in position size, frequency, or risk immediately following a loss or a stop-out; rapid re-entry on

the same Underlying after a losing trade without a plan-based rationale; and chained loss-then-larger-entry sequences, including those opened within a short timeframe of a preceding losing trade's closure.

- (v) Relationship to other provisions.** A grid, martingale, or revenge-trading pattern that also engages 7.10.3(D-bis) (Margin Usage Limit), the Daily or Max Virtual Limit (7.10.3(B)), 7.5(h) (revenge trading), or 7.10.1(g) (over-exposure / one-sided betting) may be assessed under any or all such provisions concurrently. Aggregation of related simulated positions is assessed on the same basis as Trade-Idea aggregation under 1.5(jj), as further parameterised in the Plan Specification (1.5(z)).
- (vi) Legitimate trading preserved.** This 7.10.3(D-ter) does not prohibit ordinary scaling into or out of a position, partial entries, or pyramiding that is consistent with a coherent, pre-defined risk model and with the Participant's obligations under 7.10.3(A) and (D). The distinguishing feature of a prohibited grid, martingale, or revenge-trading pattern is the mechanical increase of exposure or risk by reference to price levels or accumulated loss, rather than by reference to a defined risk-per-trade and stop-loss discipline.
- (vii) Consequences.** Breach consequences are applied through the enforcement framework in 7.5.1 and the consequences ladder in 7.11. A first documented occurrence will typically be treated as a Soft Breach (1.5(II)) warning and educational notice. Repeated documented occurrences, or any single occurrence accompanied by aggravating factors (including but not limited to the use of an automated grid or martingale tool, circumvention attempts, coordinated multi-account behaviour, or combination with another 7.10.3 breach), will escalate to a Hard Breach and may result in termination of the Account, forfeiture of any non-Crystallised Benefit Program Amount, and the further consequences set out in 7.11.

E. Minimum Trade Duration. All profitable simulated trades must have a minimum duration of two (2) minutes to be considered eligible for Benefit Program calculations. Any profitable simulated trade lasting less than two (2) minutes will be excluded from profit calculations and performance evaluations.

F. Inactivity Rule. If the Participant has been inactive (no opened simulated trades including opening operations) for thirty (30) consecutive days, NEOMAAA Funded reserves the right to close the account with no refund, subject to 6.4.1 (Refund KYC Failure) and 8.4 (No Refund Policy). For the purpose of this 7.10.3(F), the opening of at least one simulated position within the 30-day window is sufficient to reset the inactivity counter.

G. Use of EAs and Indicators. Expert Advisors, scripts, or automated tools specifically designed for or commercially marketed as exploitation tools for prop-firm evaluations or copy-trade pattern abuses are prohibited. The use of generally available EAs for legitimate strategy automation is permitted, provided such use does not violate other provisions of 7.10. The Participant must own or have legal rights to the EA or strategy. EAs designed for arbitrage exploitation, latency exploitation, or specifically marketed to pass prop-firm assessment accounts without demonstrating genuine trading edge are prohibited. Product-specific exceptions to this 7.10.3(G) (including any product on which EAs are not permitted) are set out in the Plan Specification (1.5(z)). This

7.10.3(G) is to be read consistently with 7.10.1(h); where any apparent contradiction exists, the narrower formulation permitting generally available EAs for legitimate use shall prevail.

H. Bots, Copy-Trading and Marketed Signals. For the purposes of 7.10 and this 7.10.3:

- (i) "Bot" means any automated execution system that places, modifies, or closes simulated trades without the Participant's individual, contemporaneous decision for each trade. Generally available EAs falling within 7.10.3(G) are not "bots" for this purpose.
- (ii) Copy-trading services, marketed signal subscriptions, and any arrangement under which a third party (or an automated system operated or marketed by a third party) directs the Participant's simulated-trading decisions are prohibited under 7.10.1(m).
- (iii) Custom indicators that do not auto-execute simulated trades are permitted.
- (iv) Manual entry of simulated trades by the Participant on the basis of the Participant's own analysis is permitted, even where the Participant has consulted a signal or external view, provided the Participant retains sole decision-making authority and there is no automated execution from any external source.

I. Weekend and Overnight Holding Restriction. A Weekend and Overnight Holding Restriction (1.5(dd)) applies to certain products. Where a Weekend Holding Restriction applies, the Participant must close all simulated positions before the weekly cut-off published in the Plan Specification for that product; any simulated position remaining open at or after that cut-off will be automatically flattened by the Trading Platform. Where an Overnight Holding Restriction applies, the Participant must close all simulated positions before the daily cut-off published in the Plan Specification for that product; any simulated position remaining open at or after that cut-off will be automatically flattened by the Trading Platform. The applicable cut-off times are stated in UTC. Auto-flattening by the Trading Platform is the primary enforcement mechanism; the Participant remains responsible for timely closure and bears the simulated-PnL impact of any platform-side auto-flattening (including any slippage relative to the Participant's intended exit). Whether and on which days a Weekend or Overnight Holding Restriction applies to a given product is set out in the Plan Specification.

J. Consistency Rule. Where the Plan Specification provides for a Consistency Rule (1.5(ff)) on a given product, the Participant's largest single Trading Day profit (measured as a percentage of the Participant's total profit attributable to the relevant Reward Cycle) must not exceed the threshold published in the Plan Specification for that product. The Consistency Rule operates as a Performance Reward eligibility gate under 17.4 and is computed on a per-Reward-Cycle basis; the threshold resets at the start of each new Reward Cycle. A failure to satisfy the Consistency Rule at the moment of Performance Reward request does not, of itself, constitute a breach of these Terms; it operates as a hold on the Performance Reward request pending re-compliance in a subsequent Reward Cycle.

K. Profitable Days Required. Where the Plan Specification provides for a Profitable Days Required threshold (1.5(gg)) on a given product, the Participant must have

achieved at least the number of Profitable Days published in the Plan Specification for that product during the relevant phase (whether evaluation or funded) as a precondition to each Performance Reward request under 17.4. A "Profitable Day" is a Trading Day on which the Participant's net simulated PnL is positive, computed at the daily cut-off time published in the Plan Specification. The Profitable Days Required threshold operates as a Performance Reward eligibility gate under 17.4 and does not, of itself, constitute a breach of these Terms; it operates as a hold on the Performance Reward request pending re-compliance.

L. Prolonged Loss Holding. This paragraph (L) applies only to products whose Plan Specification (as defined in 1.5(z)) expressly designates the Prolonged Loss Holding rule as applicable and publishes the applicable threshold percentage within the range of eighty per cent (80%) to one hundred per cent (100%) of Max Virtual Limit (the "Published Threshold"). Where the Plan Specification for a given product does not expressly designate the rule as applicable, or is silent on the threshold percentage, this paragraph (L) has no application to that product and no measure may be imposed under this paragraph (L) in respect of that product. Where the rule has been so designated and the Company's automated monitoring identifies that the Participant's aggregate open simulated loss has remained at or in excess of the Published Threshold for thirty (30) calendar days or more (as defined in 1.5(mm)), the following procedure applies:

- (i) **Warning Notice.** The Company shall send a written warning notice by email to the address registered to the Participant's account, identifying: (A) the Funded Evaluation Account or Evaluation account concerned; (B) the Published Threshold applicable to that product as set out in the Plan Specification; (C) the date the Published Threshold was first reached and continuously maintained; (D) the duration of the continuous period as at the date of the notice; (E) the cure procedure in paragraph (ii) below; and (F) the consequence of non-cure under paragraph (iii). For the avoidance of doubt, information may be displayed in the Client Area as a courtesy duplicate, but legal effect of the warning runs from email dispatch only.
- (ii) **Cure Window.** The Participant has sixteen (16) calendar days from dispatch of the warning notice under paragraph (i) to bring the aggregate open simulated loss below the Published Threshold, by reducing position size, closing positions, or otherwise reducing aggregate exposure. The cure is deemed achieved where the aggregate loss falls below the Published Threshold and remains below the Published Threshold for not less than seventy-two (72) consecutive hours.
- (iii) **Consequence of Non-Cure.** Where the Participant has not cured within the sixteen (16) calendar day window in paragraph (ii), the Company shall classify the conduct as a Soft Breach (as defined in 1.5(II)) and shall apply a measure proportionate under 7.5.1(c). The default measure for a first-occurrence non-cure is exclusion of the affected simulated trades from Benefit Program calculations together with a written warning under 7.5.1(c)(i). The Company may apply a more severe measure where the Decision Record documents prior occurrences, anti-circumvention conduct under paragraph (iv), or other aggravating factors.
- (iv) **Anti-Circumvention.** Where the Participant engages in intra-day flips, correlated-symbol flips, position roll-overs, hedging, or any other trading

pattern that the Company reasonably determines is designed to interrupt the continuous-period counter under 1.5(mm) without materially reducing aggregate risk, the Company may, in its reasonable discretion: (A) disregard the interruption for the purpose of computing the continuous period; (B) treat the conduct as an aggravating factor under paragraph (iii); and (C) where the conduct is sufficiently serious, classify the conduct as a Hard Breach under 1.5(kk)(iv) (Prohibited Trading Practice Risk-Limit Circumvention).

- (v) Procedural Framework.** Any measure applied under this paragraph (L) is subject to the post-factum complaint window, compliance review, and other procedural rights in 7.5.1(d) (o). The Participant's right to submit a complaint under 7.5.1(e) runs from dispatch of the measure-application notification under 7.5.1(d), not from dispatch of the warning under paragraph (i).
- (vi) Documentation.** The Decision Record for any measure imposed under this paragraph (L) shall include: (A) the Published Threshold applicable to the product and the date the Published Threshold was first reached and continuously maintained; (B) the date of dispatch of the warning notice under paragraph (i); (C) the conduct (if any) of the Participant during the cure window; (D) the date of expiry of the cure window; (E) the documented anti-circumvention findings (if any); and (F) the measure applied and its proportionality assessment.

7.11 Consequences of Prohibited Trading

- (a) Application of 7.5.1.** Where the Company documents conduct constituting a Prohibited Trading Practice under 7.4 7.10 or 7.12 7.16, the Company shall apply one or more measures from the proportionate ladder in 7.5.1(c), in accordance with the procedural framework in 7.5.1. The selection of the measure shall reflect the gravity, recurrence, and impact of the documented conduct.
- (b) Permanent Ban.** In addition to the measures available under 7.5.1(c), the Company may impose a permanent ban on the Participant's access to all Services and to all future products and services offered by NEOMAAA Funded and its affiliates. A permanent ban shall be reserved for: (i) repeat offenders; (ii) conduct involving fraud, money laundering, sanctions evasion, or other criminal conduct; or (iii) conduct involving impersonation, identity fraud, or the use of a fraudulent or stolen identity document during onboarding or KYC/AML.
- (c) Third-Party Referral.** Where the Prohibited Trading Practice involves the use of a third-party service provider (including without limitation account-management services, "pass your challenge" services, profit-sharing arrangements with third-party traders, copy-trade vendors, or signal-providers), the Company may: (i) refer the conduct to the third-party service provider's host platform; (ii) include the third-party service provider in the Company's published list of restricted service providers; and (iii) share documented evidence with other proprietary trading firms in industry working groups for the purpose of preventing recurrence.
- (d) Law Enforcement Referral.** Where the documented conduct constitutes or appears to constitute a criminal offence (including without limitation fraud, money laundering, terrorism financing, sanctions violation, market abuse, or use of fraudulent identity documents), the Company shall, in accordance with its internal

compliance procedures and applicable law, refer the matter to the relevant competent law enforcement or regulatory authority. The Participant acknowledges that such referral may be made without prior notice to the Participant where required by applicable law or where prior notice would risk prejudicing the investigation.

- (e) Civil Damages.** Nothing in 7.11 or 7.5.1 limits the Company's right to claim civil damages from the Participant in a court of competent jurisdiction for losses caused by the documented Prohibited Trading Practice, including without limitation: (i) the costs of investigation and remediation; (ii) Benefit Program amounts wrongfully obtained; (iii) infrastructure and licensing costs incurred as a result of the conduct; and (iv) other consequential damages.
- (f) No Pre-Action Notice or Grace Period.** Without prejudice to the post-factum complaint window in 7.5.1(e), no Prohibited Trading Practice shall require pre-action notice or a grace period before the imposition of a measure, save where mandatory consumer protection law of the Participant's country of habitual residence requires otherwise.
- (g) Risk per Trade Idea Conditional Reinstatement Option.** In exceptional cases, the Company may, in its reasonable discretion, offer a Participant who has incurred a measure under paragraph (a) a conditional reinstatement of the Funded Evaluation Account or conditional advancement to the next Evaluation Phase, provided the Participant formally commits, by email, to: (i) reassess the Participant's simulated-trading strategy across all active and future NEOMAAA Funded accounts to comply with these Terms; and (ii) limit Risk per Trade Idea (as defined in 1.5(jj)) to a maximum of one per cent (1%) of the account's initial balance for a period not less than thirty (30) calendar days from the date of reinstatement. The conditional-reinstatement option is offered at the sole discretion of the Company and does not constitute a right of the Participant.

7.12 Multiple Account Violations, Giveaways, and Multi-User Detection

A. Account Limitations. Participants are limited to one (1) active account per evaluation level, absent prior written approval from NEOMAAA Funded. Maintaining multiple accounts in breach of NEOMAAA Funded's policies, or engaging in coordinated simulated trading across accounts, may result, after process under 7.5.1, in the suspension and termination of all related accounts. Any associated participation fees and simulated performance results may be forfeited in proportion to the documented breach.

B. Giveaway Accounts. Accounts obtained through promotions, giveaways, competitions, or partner offers ("Giveaway Accounts") are subject to the following rules:

- (i)** A maximum of one (1) Giveaway Account may be active per individual at any time, unless expressly stated otherwise in the applicable giveaway terms.
- (ii)** Giveaway Accounts are strictly personal and non-transferable. The recipient must be the sole owner and operator of the Giveaway Account.
- (iii)** Giveaway Accounts are subject to all standard Terms, including risk-management rules, Prohibited Trading Practices, and Benefit Program rules.

- (iv) NEOMAAA Funded may revoke a Giveaway Account, in its reasonable discretion, exercised in good faith and after notice under 7.5.1, where the recipient has materially breached these Terms or the applicable giveaway terms.
- (v) Giveaway-Account recipients must complete full identity verification (KYC) before any Benefit Program payment request can be processed.

C. Multi-User and Duplicate Account Detection. NEOMAAA Funded employs detection systems to identify multiple users, duplicate accounts, and collusion. The Company may determine that accounts belong to the same individual, or are operated in coordination, based on the following indicators (non-exhaustive):

- (i) Shared Network or IP Address. Multiple accounts accessed from the same IP address, subnet, or ISP infrastructure.
- (ii) Shared Devices. Accounts accessed from the same physical device, browser fingerprint, or hardware identifier.
- (iii) Behavioural Similarity. Accounts exhibiting substantially similar simulated-trading patterns, including identical or near-identical entry or exit times, position sizes, instruments traded, or strategy parameters.
- (iv) Connection Metadata. Shared VPS providers, identical geographic login patterns, or correlated session timing.
- (v) Communication and Social Links. Documented evidence of coordination through social media, messaging platforms, or shared membership in trading groups that facilitate collusion.
- (vi) Financial Links. Shared payment methods, Benefit Program payment destinations, or billing information.

Where NEOMAAA Funded determines, on the basis of documented evidence and in accordance with 7.5.1, that multiple accounts are linked, controlled by the same individual, or operated in coordination, NEOMAAA Funded may terminate the affected accounts, forfeit any non-Crystallised Benefit Program Amount, and impose a ban of the individuals involved, in each case proportionate to the documented conduct.

7.13 Funded Evaluation Account Violations

If Funded Evaluation Accounts are found to be involved in or benefit from prohibited practices, this may lead to termination of the simulated-evaluation agreement by NEOMAAA Funded or any relevant third-party liquidity-data providers.

7.14 Repeated Violations

In cases of repeated violations after prior warning, NEOMAAA Funded reserves the right to revoke access to all services, including the Trading Platform and the Client Area (as defined in 1.5(d-bis)), with no obligation to issue a refund. Notice of any consequence under this 7.14 shall be given by email to the address registered to the Participant's account in accordance with 15.9 (Notice). Any consequence under this 7.14 is subject to the procedural framework in 7.5.1.

7.15 Participant Liability

NEOMAAA Funded bears no responsibility for any external decisions the Participant may take using data, ideas, or insights derived from participating in the simulated evaluation programme. Participation in the simulated evaluation programme does not constitute a recommendation, advice, or invitation to engage in any real-money trading or investment activity in any external trading venue.

7.16 Risk Disclaimer

"PLEASE NOTE: SIMULATED MARKET DATA CAN REPLICATE EXTREMELY VOLATILE CONDITIONS. PARTICIPATION IN A SIMULATED EVALUATION PROGRAMME MAY RESULT IN LOSS OF THE PARTICIPATION FEE. PAST PERFORMANCE ON DEMO ACCOUNTS IS NOT AN INDICATION OR GUARANTEE OF FUTURE PERFORMANCE IN THE SIMULATED EVALUATION PROGRAMME."

7.17 Jurisdictional Limitations

"7.17 Jurisdictional Limitations and Restricted Countries

- (a) Category A Company Restricted Countries.** The Company does not offer the Services to, and the Participant must not register for, access, or use the Services from, any of the following Restricted Countries or Territories: Cuba; Iran; North Korea (Democratic People's Republic of Korea); Myanmar; Russia; Belarus; Libya; Sudan; Somalia; Yemen; the Crimea region of Ukraine; the Donetsk People's Republic; the Luhansk People's Republic; the Zaporizhzhia Oblast; and the Kherson Oblast. This Category A list reflects jurisdictions subject to comprehensive sanctions administered by the United Nations Security Council, the European Union, the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), HM Treasury (United Kingdom), and/or under active armed conflict with United Nations arms embargoes, as determined by the Company in its reasonable discretion. The Company may update this list from time to time to reflect changes in applicable sanctions regimes.
- (b) Category B Platform-Vendor Restrictions.** Independently of paragraph (a), individual trading platforms used by the Company impose their own jurisdictional restrictions under their respective licensing terms. As of the Effective Date these are:
 - (i) MetaTrader 5 (MetaQuotes Ltd.):** United States, Cuba, Iraq, Myanmar, North Korea, Sudan.
 - (ii) TradeLocker (Quadcode Solutions O (trading as TradeLocker), Schedule A Category 1 Sanctioned Jurisdictions, Effective 1 April 2026):** North Korea, Iran, Syria, Cuba, Crimea, Donetsk People's Republic, Luhansk People's Republic.

Where a platform is unavailable in a Participant's jurisdiction, the Participant may use any other Company-supported platform that is available in that jurisdiction, provided that the Participant's jurisdiction is not listed under paragraph (a). Category A under paragraph

- (a)** shall prevail over paragraph

- (b) in all cases; inclusion of a jurisdiction in paragraph
- (a) overrides any narrower scope under paragraph (b).
- (c) High-risk jurisdictions (FATF). In addition to paragraphs (a) and (b), the Company reserves the right, in its reasonable discretion, exercised in good faith, to reject applications or restrict access from any jurisdiction classified by the Financial Action Task Force (FATF) as a 'high-risk jurisdiction subject to a call for action' or as a 'jurisdiction under increased monitoring,' as published by FATF from time to time at <https://www.fatf-gafi.org/>.
- (d) Participant responsibility. The Participant is solely responsible for determining whether registering for, accessing or using the Services is lawful in the Participant's country of residence and the country from which the Participant accesses the Services. The Company accepts no liability for any use of the Services in violation of any applicable law of the Participant's jurisdiction. Where the Company becomes aware that a Participant is located in a Category A country, or that the Participant's jurisdiction is not supported by any Company platform under paragraph (b), the Company shall be entitled to suspend or terminate the Participant's account without prior notice and to retain all data necessary to comply with applicable sanctions and AML obligations."

7.18 Simulated Evaluation Programme and Build Management

7.18.1 Exclusively Simulated. The Services are, and shall remain, exclusively simulated. The Company does not operate, sponsor, refer Participants to, or facilitate access to any real-capital, live-capital or live-market trading programme or product. No portion of any Performance Reward or Benefit Program payment represents profit or loss generated in a live-market trading account. All Participant performance is generated against simulated market data feeds within the Approved Build trading platforms identified in 7.19, and is rewarded under the Benefit Program rules of Chapter 17.

7.18.2 Approved Builds Management. The Approved Builds Register (1.5(p)) is maintained by the Company in its sole technical and operational discretion. The Company may add, remove, replace or version any build identifier listed in the Approved Builds Register at any time and without prior notice, where required by:

- (i) a security or stability issue identified by the Company or by the third-party platform vendor (MetaQuotes Ltd. (Cyprus) or Quadcode Solutions O (trading as TradeLocker));
- (ii) a fraud-detection, anti-cheat or platform-integrity requirement;
- (iii) a binding instruction from the third-party platform vendor; or
- (iv) any binding regulatory or law-enforcement order. Where a build is removed and no equivalent alternative is available, affected Participants shall be notified by email and shall be given a reasonable period to migrate to an alternative Approved Build. Removal of a build does not, of itself, constitute a violation under 7.10 by any Participant who used that build while it was on the Register.

7.19 Third-Party Trading Platforms

" 7.19.0 No platform vendorship. NEOMAAA Funded does not own, operate, develop or maintain any trading platform. The Services rely on third-party platforms currently MetaTrader 5 (operated by MetaQuotes Ltd. (Cyprus)) and TradeLocker (operated by Quadcode Solutions O (trading as TradeLocker)) under standard licensing arrangements. All references in this 7.19 to a 'Trading Platform' refer to such third-party software. NEOMAAA Funded gives no representation or warranty in respect of the third-party platform itself; the Participant's recourse for any defect, vulnerability or downtime in a third-party Trading Platform is governed by the terms of the relevant platform provider, subject to 3.3 (No Accuracy Guarantee), 13.4 (Technical Risks) and 16 (Disclaimer and Limitation of Liability) of this Agreement.

7.19.1 Approved Platforms and Versions The Participant shall access the Services exclusively through the trading platforms officially designated by the Company on the website. neomaaafunded.com (each a 'Trading Platform'). For each Trading Platform, the Company shall publish, and update from time to time, a list of supported and currently approved software versions (the 'Approved Builds Register') on the Help Centre at help.neomaaafunded.com. The Approved Builds Register forms an integral part of these Terms and is incorporated by reference.

7.19.2 Participant's Update Obligation The Participant is solely responsible for ensuring that, at any moment of trading activity, the version of the Trading Platform installed on every device used to access the Services. is:

- (a) included in the Approved Builds Register; and
- (b) downloaded exclusively from (i) the official MetaQuotes channels (for MetaTrader products), (ii) the official channels of any other platform provider designated by the Company, or (iii) a direct download link published on neomaaafunded.com or on the Help Centre. The Participant undertakes to install all critical and security updates released by the platform provider within seven (7) calendar days of their public release, unless a longer grace period is expressly granted by the Company in the Approved Builds Register.

7.19.3 Liability Allocation for Outdated, Modified or Compromised Software The Participant expressly acknowledges and agrees. that:

- (a) the use of any version of a Trading Platform that is not listed in the Approved Builds Register, or that has been modified, patched, repackaged, side-loaded, or obtained from a non-official source, is performed at the Participant's sole risk;
- (b) any vulnerability, defect, exploit, malware, code-injection technique (including but not limited to DLL injection, memory injection, hooking, in-process scripting, or third-party plug-in interaction) that affects an outdated, unapproved or unofficially-sourced build is deemed to result from the Participant's failure to comply with 7.19.2 and shall not give rise to any liability of the Company;
- (c) the Company may, at its sole discretion, void, exclude, or recalculate any trade, Benefit Program payment, or evaluation result generated through a non-Approved Build, provided that the Company demonstrates a documented technical link between the version used and the contested outcome. The proviso in clause (c) is included in good faith to avoid arbitrary application; vague allegations of vulnerability without documented technical evidence shall not justify forfeiture.

7.19.4 Forensic Cooperation If the Company, acting reasonably and on the basis of objective indicators, suspects that the Participant has used a non-Approved Build or a compromised installation, the Company may request:

- (a) the build number and version string of the Trading Platform installed on each device used by the Participant;
- (b) the SHA-256 hash of the executable;
- (c) the source URL or distribution channel from which the software was obtained. The Participant shall provide such information within ten (10) Business Days of a written request. Failure to provide complete and truthful information may, at the Company's sole discretion, be treated as a breach of this 7.19 and as a Prohibited Trading Practice under 7.10.

7.19.5 Company's Disclosure Obligation The Company shall:

- (a) maintain the Approved Builds Register in a clearly accessible location on help.neomaaafunded.com;
- (b) notify Participants, by email and by an in-platform notice, of any change to the Approved Builds Register at least seven (7) calendar days before the change takes effect, except where an emergency security update justifies a shorter notice;
- (c) preserve, for a minimum of twenty-four (24) months, the historical record of approved versions and the dates on which each version was added to or removed from the Register, so that compliance can be verified retrospectively.

7.19.6 No Retroactive Application A platform version that was listed as Approved at the time a trade was executed shall not be treated as 'outdated' or 'vulnerable' by reference to a later update of the Approved Builds Register. Compliance is assessed against the version of the Register in force at the moment of the trade."

Chapter 8 PURCHASES AND REFUNDS

8.1 Payment Terms

The Company may provide products, services, subscriptions, or access to certain portions to the Company's website at a monetary cost. Prices and availability are subject to change without notice. The Company may allow for such purchases within its website or via a white label affiliate. It is your responsibility to thoroughly read and understand any such terms and conditions.

8.2 No Liability for Purchases

The Company's liability for any claim arising out of or in connection with the purchase of any Service is governed by 16 (Disclaimer of Warranties and Limitation of Liability), including the tiered cap in 16.2 and the Mandatory Carve-Outs in 16.3. Where a purchase is made through a white-label affiliate or third-party reseller, the Company is not liable for claims arising solely from the conduct of that affiliate or reseller (including pricing, marketing claims, and customer service by that party) and not from the underlying Services provided by the Company; in such cases the Participant should pursue claims directly against the affiliate or reseller.

8.3 Service Availability

Upon the complete purchase of a product, service, subscription, or access to certain portions of the Company website, the Company will make any said product, service, or access available to you following the approved transaction.

8.4 Refund Policy

All purchases of Services (i.e., participation fees for the simulated evaluation programme) are final. No refunds will be issued except where

- (a) required by applicable mandatory consumer-protection law, including the EU Consumer Withdrawal Right in 15.8 and the Model Withdrawal Form in Annex A;
- (b) expressly provided under a Promotion offered pursuant to 11; or
- (c) where 6.4.1 (KYC failure not attributable to Participant) or 15.4 (termination for convenience while Reward Cycle is unpaid) apply.

Unless expressly stated otherwise in these Terms or on the product page at the time of purchase, all fees paid for Services are non-refundable once the Service has been materially used (which means, for the avoidance of doubt: (i) the execution of any simulated trade on an evaluation account; or (ii) substantive consumption of educational content beyond a brief preview). Consistent with Annex 1(e) of [Council Directive 93/13/EEC](#), the mere act of logging into an evaluation account, without more, does NOT constitute material use of the Services and does NOT, of itself, extinguish any consumer right of withdrawal under 15.8 or any other refund entitlement under this Agreement.

Outside the cases listed above, the Company may, in its reasonable discretion acting in good faith, consider refund requests in exceptional circumstances (such as duplicate payments, payment-processor error, or technical inaccessibility caused by the Company

that lasts more than seventy-two (72) consecutive hours and that prevents material use of the Services).

Nothing in this 8.4 limits any mandatory refund or withdrawal rights that apply to Participants under the laws of their country of residence where such rights cannot be contractually excluded.

Chapter 9 GUIDELINES

9.1 Service Guidelines

The Company will display the Service Guidelines associated with the Services on the NEOMAAA Funded website and may notify Participants of guideline updates by email. The Service Guidelines are incorporated by reference into this Agreement.

Updates to the Service Guidelines are subject to the same modification regime as these Terms under 1.3. In particular:

- (a)** Updates required for fraud prevention, security, regulatory, AML, sanctions, payment-provider, or platform-integrity reasons take effect immediately upon publication. (b) Updates that operate exclusively in the Participant's favour (e.g., reduced drawdown thresholds, increased leverage, more permissive rules) take effect immediately upon publication. (c) All other material updates that affect rules applicable to active Funded Evaluation Accounts take effect no earlier than fourteen (14) days after publication. (d) The Service Guidelines version in force at the date of Account Price payment shall continue to apply to that specific Funded Evaluation Account through to its conclusion under 17.6, except for updates under (a) and (b).

The Company makes no promise, guarantee, or warranty, express or implied, as to any future eligibility for any Performance Reward, Benefit Program payment, or any other type or kind of recognition or compensation for your performance in the simulated evaluation programme.

Chapter 10 RESERVED

This Chapter 10 is reserved. The provisions previously published in Chapter 10 (Crypto-based Simulated Products) have been re-located, in their entirety, to **Annex B (Legacy Programmes)** of these Terms, by reason of the discontinuation of new enrolments into the Crypto-based simulated products published prior to the Publication Date. The numbering of subsequent Chapters and the cross-references in these Terms and in the Privacy Policy, AML Policy, Cookie Policy and Refund Policy are not affected by this re-location. References to Chapter 10 in earlier versions of these Terms, in Plan Specifications published before the Publication Date, in Help Centre articles, or in any other Company document, shall be construed as references to Annex B of these Terms.

Chapter 11 COMPANY PROMOTIONS TERMS AND CONDITIONS

11.1 General Provisions

11.1.1 Eligibility

To participate in any promotion, a user must be a registered Participant of the NEOMAAA Funded platform and comply with all applicable rules and conditions set forth in the Terms & Conditions, the Privacy Policy, and any other applicable Company documents. Participation in promotions is subject to identity validation, fraud-prevention screening, and other eligibility criteria applied by the Company at its sole discretion.

11.1.2 Promotion Interpretation

In case of questions or discrepancies, the applicable terms and final interpretation of the promotion shall be determined by reference to the official text published on the promotion page of the Company's website as it appeared on the date of the Participant's enrolment in the Promotion. Where the published text is genuinely ambiguous, the Company shall, acting reasonably and in good faith, propose an interpretation consistent with the commercial purpose of the Promotion. Where the Participant qualifies as a Consumer (1.5(x)) and the ambiguity persists, the interpretation more favourable to the Consumer shall prevail in accordance with Article 5 of Council Directive 93/13/EEC. Any unresolved interpretation dispute is subject to 19 (Litigation).

11.2 Basic Types of Promotions Non-Retroactivity

Promotions are valid exclusively for the period specified in their description, published on the official Company website (neomaaafunded.com). The Company may modify, suspend, or terminate any Promotion at any time, acting reasonably and in good faith. Any such modification, suspension or termination shall not retroactively affect a Participant who has, before the date of the modification, suspension or termination: (i) already paid the Account Price for a Funded Evaluation Account under the Promotion as published; or (ii) completed all eligibility and enrolment steps published by the Company for the Promotion (where the Promotion does not require payment, or where payment is to be made on a later date specified by the Promotion). The specific Promotion terms in force on the date of payment or, in case (ii), on the date of enrolment, shall continue to apply to that Funded Evaluation Account through to completion or account closure under 17.6, or termination under 15.

11.3 Final Provisions

These Promotion Terms are subordinate to and shall be construed consistently with these Terms & Conditions; in case of conflict, these Terms & Conditions prevail, except where the Promotion expressly grants a Consumer-favourable carve-out that is more protective of the Consumer (1.5(x)) than the corresponding provision of these Terms & Conditions, in which case that more protective Promotion term shall prevail in accordance with Article 5 of Council Directive 93/13/EEC.

Chapter 12 TRADEMARKS

12.1 Trademark Protection

You acknowledge and agree that any and all trademarks, trade names, design marks, or logos displayed on the Company website by the Company, are common law or registered trademarks owned by or licensed to the Company. You are expressly prohibited from using the trademarks of the Company to cause confusion, cause mistake, deceive consumers, or from falsely designating the origin of, source of, or sponsorship of your goods or services. You are further prohibited from using the trademarks of the Company in domain names, keyword advertisements, trigger keyword advertisements, or in meta tags. All other trademarks, trade names, design marks, or logos are the property of their respective owners.

12.2 Intellectual Property Reservation

You acknowledge and agree that the Company's website, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on the Company's website. Access to this website does not confer and shall not be considered as conferring upon anyone any license under any of the Company's or any third party's intellectual property rights. All rights, including copyright, in this website are owned by or licensed to us or third-party suppliers. Any use of this Website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of The Company. You cannot modify, distribute or re-post anything on this website for any purpose.

12.3 Trademark Ownership

The Company names and logos and all related products and services and our slogans are the trademarks or service marks of the Company or licensed to the Company. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on the Company Website. Access to the Company website does not authorize anyone to use any name, logo or mark in any manner.

12.4 Content Ownership

All materials, including images, text, illustrations, designs, icons, photographs, programs, audio clips or downloads, video clips and written and other materials that are part of this Website (collectively, the 'Contents') are intended solely for personal, non-commercial use. No right, title or interest in any downloaded materials or software is transferred to You as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the contents, the Company website or any related software. All software used on the Company website is the property of the Company or its suppliers and protected by laws of The United States of America. Any other use, including the

reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on the Company website is strictly prohibited. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned, controlled or licensed by the Company, one of its affiliates or by third parties who have licensed their materials to us and are protected by laws of The United States of America. The compilation (meaning the collection, arrangement, and assembly) of all Contents on the Company website is the exclusive property of the Company and is also protected by the laws of The United States of America.

Chapter 13 RISK DISCLOSURE

13.1 Investment Objectives

Before deciding to participate in our simulated evaluation programme, you should carefully consider your trading-skill objectives, level of experience, and personal circumstances. Most importantly, do not pay any participation fee that you cannot afford to lose. Participation in the simulated evaluation programme does not involve any investment of capital, and no amount paid to the Company is held, allocated, or used as investment capital.

13.2 Risk Exposure

There is considerable risk associated with participating in our simulated trading evaluation, including, but not limited to:

- (a) the possibility of losing the participation fee paid to access the programme;
- (b) the possibility that simulated performance may not produce the Performance Reward that the Participant anticipated;
- (c) the inherent variability of market-derived simulated price feeds, which may behave in ways the Participant did not expect. The Participant acknowledges that no real financial instruments are involved and that the risk is limited to the participation fee and the time invested in the simulated evaluation.

13.3 Leverage Effects

The simulated trading environment uses notional leverage so that price movements within the simulation will have a proportionally larger effect on the Participant's virtual balance. This does not represent any real financial position, and changes in the virtual balance do not constitute real gains or losses for the Participant outside the simulated environment.

13.4 Technical Risks

There are risks associated with utilising an Internet-based evaluation system including, but not limited to, the failure of hardware, software, and Internet connection. The Company is not responsible for communication failures or delays when participating in the simulated evaluation via the Internet. The Company employs backup systems and contingency plans to minimise the possibility of system failure.

13.5 No Investment Service

NEOMAAA Funded does not provide investment services, does not handle Participant funds beyond the participation fee paid for access to the simulated evaluation programme, and does not engage in any regulated financial activity. NEOMAAA Funded is not a broker, dealer, market-maker, portfolio manager, financial advisor, or any other regulated financial institution, and is not authorised, registered, or licensed by any financial-services regulator in any jurisdiction to provide such services.

Chapter 14 PUBLIC COMMUNICATIONS, REVIEWS AND SOCIAL MEDIA

14.1 Scope and Definitions

"For the purposes of this Section:

- (a) Public Communication.** 'Public Communication' means any content authored, co-authored, sponsored, commissioned or knowingly redistributed by the Participant, that mentions, identifies, depicts or refers to the Company, its officers, employees, contractors, the platform neomaaafunded.com, the brand 'NEOMAAA Funded', or any other NEOMAAA-controlled trademark, and that is published on, including but not limited to:
- (i)** social networks (including, without limitation, X/Twitter, Facebook, Instagram, TikTok, LinkedIn, Threads, BlueSky, Mastodon);
 - (ii)** video platforms (including, without limitation, YouTube, YouTube Shorts, Twitch, Vimeo, Rumble, Kick);
 - (iii)** podcasts and audio platforms (Spotify, Apple Podcasts, SoundCloud);
 - (iv)** messaging-based broadcast channels (Telegram channels, Discord servers, WhatsApp Communities, Signal groups when used in broadcast style);
 - (v)** review and rating sites (Trustpilot, Trustindex, Forex Peace Army, ProperFX, Sitejabber, Google Reviews, Apple App Store reviews, Google Play Store reviews);
 - (vi)** trading communities and aggregators (Reddit, Myfxbook public pages, FXBlue, FX Replay public sharing);
 - (vii)** the Participant's own website, blog, newsletter or substack;
 - (viii)** any other publicly accessible channel, including future channels not yet in existence. The list above is illustrative and not exhaustive; equivalent platforms or future channels are also covered.
- (b) Confidential Material.** 'Confidential Material' means any document, message, screenshot, recording or data point received from the Company through private channels (email, in-platform messaging, support chat, helpdesk tickets) and not already published by the Company on neomaaafunded.com or its official social channels. This includes, without limitation, decision letters, audit reports, internal analyses, Benefit Program payment instructions, Risk Management correspondence, and screenshots of dashboards containing the Participant's account ID, internal flags or staff identifiers. Confidential Material does not include data and records relating exclusively to the Participant's own simulated account activity, which the Participant may access, export, and disclose freely, including the Participant's own trade logs, simulated positions, and P&L statements generated from the Participant's own Funded Evaluation Account.
- (c) Coordinated Activity.** 'Coordinated Activity' means a campaign of two or more persons acting in concert to publish, amplify or repeat substantially similar Public Communications about the Company within a short timeframe."

14.2 Right to Lawful Expression

Nothing in this Section limits:

- (a) the Participant's right to file complaints with any competent regulator, court, ombudsman, arbitration body or law-enforcement authority;
- (b) the Participant's right to provide truthful evidence in any legal, regulatory or investigatory proceeding;
- (c) the Participant's right to share factually accurate information with their personal legal counsel, accountant, tax adviser or insurer under professional confidentiality;
- (d) the Participant's right to express subjective opinions about the Services, provided that such opinions are honestly held, are clearly distinguishable from statements of fact, and are not disseminated through Coordinated Activity intended to mislead the public. This Section is intended to channel not silence the Participant's voice. The Participant's right to honest, individual criticism is preserved. What the Section regulates is falsity, breach of confidentiality, impersonation, and coordinated harm.

14.3 Truthfulness and Good-Faith Standard

In any Public Communication, the Participant undertakes:

- (a) Factual accuracy. Statements presented as facts (account numbers, balances, Benefit Program payment amounts, dates, messages received from the Company, percentages, decisions) must be substantially accurate. The Participant must not publish fabricated screenshots, edited correspondence, doctored dashboard images, or numerical data that the Participant knows to be false.
- (b) Opinion vs. fact. Subjective assessments ('I think the rules are unfair', 'in my view the support is slow') must be presented as opinion. Fabricated factual assertions disguised as opinion (e.g. 'I think they steal money' used as a stand-in for 'they steal money') are not protected by this Section.
- (c) Context preservation. Where the Participant publishes excerpts of communications from the Company, the Participant shall not selectively quote in a way that materially distorts the meaning of the original message. On request, the Participant shall make available the full unredacted communication to the Company and to any regulator examining the matter.
- (d) No personal attacks on staff. Public Communications must not name, depict, dox, or disclose private contact details of individual employees, contractors or officers of the Company, except (i) where that person is a public-facing officer voluntarily identified on the Company's website, or (ii) in the strictly necessary context of a regulatory or judicial filing.

14.4 Confidential Material Pre-Publication Notice

The Participant shall not publish Confidential Material on any public channel without first:

- (a) sending a written notice to legal@neomaaafunded.com at least seventy-two (72) hours before the intended publication, identifying:
 - (i) the platform on which the publication will occur;

- (ii) the headline or title;
 - (iii) a description of the Confidential Material to be disclosed;
 - (iv) the Participant's contact details for follow-up;
- (b) considering, in good faith, any factual correction, contextual clarification, redaction request (limited to personal data of third parties, internal staff identifiers, security-sensitive technical details) or alternative-resolution offer that the Company submits within those 72 hours. The Company is not entitled to use the 72-hour notice to suppress accurate criticism. The Company's response is limited to: (i) factual correction, (ii) requested redaction of legitimately confidential third-party data, (iii) a settlement offer, or (iv) a written statement that the Company intends to seek injunctive relief through proper legal channels. Any abuse of the notification mechanism by the Company shall release the Participant from the 72-hour obligation in respect of subsequent publications on the same matter. This pre-publication notice does not apply to:
 - (i) communications to regulators, courts, law-enforcement, ombudsman, professional advisers (Section 14.2);
 - (ii) public statements of the Participant's own opinion that do not reproduce or quote Confidential Material;
 - (iii) factual statements that have already been disclosed publicly by the Company itself or by another third party.

14.5 Prohibited Public Conduct

"Without prejudice to 14.2, the following conduct is expressly prohibited:

- (a) Defamation. Knowingly false statements of fact about the Company, presented as factual, that damage its reputation.
- (b) Forgery. Publishing fabricated screenshots, manipulated emails, deepfaked audio or video, or AI-generated content presented as genuine NEOMAAA Funded materials.
- (c) Confidentiality breach. Publishing Confidential Material in breach of 14.4.
- (d) Mark misuse. Using NEOMAAA Funded's name, logo, slogan or trade dress in a manner that suggests endorsement, partnership, employment, official status or affiliation that does not exist.
- (e) Sponsored disparagement. Receiving or offering payment, kickbacks, free accounts, affiliate commissions or other valuable consideration in exchange for the publication of negative content about the Company, without conspicuously disclosing the commercial relationship as required by applicable advertising and consumer-protection law.
- (f) Coordinated review-bombing. Coordinated Activity intended to artificially distort aggregate ratings on review platforms, including the use of fake accounts, bot networks, sock-puppets, recycled accounts, or paid actors.
- (g) Dox & harass. Publication of private contact details, home addresses, family information, photographs of private settings, or sustained targeted harassment of any individual associated with the Company.
- (h) Impersonation. Operating accounts, channels or domains designed to be confused

with official NEOMAAA Funded properties (typo-squatting, lookalike handles, mirrored content).

- (i) Customer poaching under false pretences. Using the appearance of an objective review or critique to redirect prospective Participants to a competing service from which the Participant receives commission or other benefit, without disclosure of that interest.
- (j) Threats and extortion. Publishing, or threatening to publish, content with the express purpose of extracting payment, settlement, free accounts or other benefits beyond what the Participant is contractually entitled to."

14.5(e) Sponsored Disparagement (Narrowed)

This 14.5(e) replaces in its entirety the (e) item appearing in the main list of 14.5 above, and shall prevail in case of any conflict between the two formulations.

- (e) Sponsored disparagement. Receiving or offering payment, kickbacks, free accounts, affiliate commissions, or other valuable consideration in exchange for the publication of false or misleading negative statements of fact about the Company, or the publication of any material commercial relationship without the conspicuous disclosure required by applicable advertising and consumer-protection law (including the FTC Endorsement Guides 2023 and Directive (EU) 2019/2161 amending Directive 2005/29/EC).

14.6 Notice-and-Takedown Procedure

If the Company identifies a Public Communication that, in its reasonable opinion, breaches 14.5, the Company shall, before resorting to legal action:

- (a) send the Participant a written notice to the email address registered in the Participant's account, identifying:
 - (i) the URL or location of the Public Communication;
 - (ii) the specific paragraph(s) or claim(s) considered to breach this Section;
 - (iii) the sub-paragraph of 14.5 invoked;
 - (iv) the requested remedy (correction, retraction, redaction, removal);
- (b) allow the Participant a period of seventy-two (72) hours from the time of effective receipt of the notice to either remedy the issue or send a substantiated written response. The Participant's response may dispute the alleged breach, propose a partial remedy, or request mediation. The Company shall consider the response in good faith before any escalation.

14.7 Evidence Preservation

"Both parties undertake to preserve, in their original form and metadata, any Public Communication that is the subject of a notice under 14.6, until the matter is resolved or for a

minimum of twelve (12) months, whichever is longer. Deletion of a Public Communication after notice does not extinguish the Participant's responsibility for the original publication and may be considered, by a court or regulator, as an aggravating factor."

14.8 Remedies

"In the event of an established breach of 14.5 that the Participant fails to remedy within the period set by 14.6, the Company may, alternatively or cumulatively:

- (a) suspend or terminate the Participant's access to the Services, with forfeiture of unpaid fees in proportion to the gravity of the breach and consistent with applicable consumer-protection law;
- (b) issue a public right-of-reply on its own channels, restricted to factual rebuttal;
- (c) submit the matter to the platform on which the publication appears, under that platform's complaints procedure;
- (d) seek injunctive relief or damages before the courts of competent jurisdiction, in accordance with Section 19 (Litigation and Dispute Resolution);
- (e) report criminal-grade conduct (forgery, extortion, threats) to law-enforcement.

The Company shall not liquidate damages on a punitive or pre-fixed basis (no 'you owe X USD per day of online publication' clauses), as such clauses are unenforceable against consumers in most relevant jurisdictions including the Participant's country of habitual residence, including any applicable mandatory consumer-protection regime under Regulation (EC) No 593/2008 (Rome I), Article 6."

14.9 Mutual Conduct Standard

"The Company undertakes to apply the same standards of factual accuracy and good faith to its own public communications about Participants. The Company shall not:

- (a) publish or disseminate the Participant's personal data, account details, or internal classifications without the Participant's consent or another lawful basis;
- (b) make disparaging or unverified public statements about an identifiable Participant;
- (c) retaliate against a Participant for the lawful exercise of the rights set out in 14.2. Breach of this 14.9 by the Company gives the Participant a corresponding right to invoke the procedures of 14.6 against the Company, with the parties' roles reversed."

14.10 Influencer and Affiliate Disclosure

"Any Participant who has, has had, or applies for an affiliate, sponsorship, ambassador or referral relationship with the Company or with a competing service must:

- (a) disclose that relationship clearly and conspicuously in every Public Communication that discusses, compares or recommends prop-trading firms, in compliance with applicable advertising and

consumer-protection law (including, without limitation, FTC 16 CFR Part 255 (Endorsement Guides, 2023 revision) in the United States, EU Directive 2005/29/EC on unfair commercial practices, and UAE Federal Law No. 15 of 2020 on Consumer Protection);

- (b) refrain from presenting paid or commissioned content as if it were a spontaneous, independent or unsolicited review;
- (c) cooperate in good faith with any reasonable request from the Company to verify the

affiliate, sponsorship or ambassador status of a Public Communication; and

- (d) where any Public Communication is generated, in whole or in part, by an artificial-intelligence system (including without limitation text-generation, voice-cloning, image-generation or video-generation models) and discusses, reviews or endorses the Services, the Participant shall disclose the AI nature of such content clearly and conspicuously, in line with the FTC Endorsement Guides 2023 (16 CFR Part 255) and FTC staff guidance on AI-generated endorsements. Failure to disclose a material commercial relationship is a breach of 14.5(e)."

14.11 Live-Streaming and Recording of Trading Sessions

Where the Participant live-streams, screen-records, or otherwise broadcasts in real time their interaction with a NEOMAAA Funded Trading Platform on any video or streaming service (including, without limitation, YouTube, YouTube Shorts, Twitch, Kick, TikTok Live, Instagram Live, X Live), the Participant undertakes to:

- (a) blur, mask or otherwise obscure any account identifier (account number, login, internal participant ID) before it appears in the broadcast;
- (b) display a clearly legible statement, in the language of the broadcast, that the account is a simulated evaluation account and that no real-money brokerage services are provided by the Company;
- (c) display a risk-warning overlay consistent with applicable advertising and financial-promotion rules in the Participant's primary audience jurisdiction (including, where applicable, ESMA guidance on prop-firm advertising via influencers and the FCA financial-promotion rules);
- (d) refrain from soliciting other persons to deposit funds, replicate trades, or sign up for the Services in exchange for the Participant's personal benefit, unless the Participant holds a valid affiliate or ambassador status disclosed pursuant to 14.10.

14.12 No Strategic Litigation Against Public Participation

The Company acknowledges [Directive \(EU\) 2024/1069 of the European Parliament and of the Council of 11 April 2024 on protecting persons who engage in public participation from manifestly unfounded claims or abusive court proceedings \('Strategic lawsuits against public participation'\)](#) (the 'Anti-SLAPP Directive'), with a transposition deadline of 7 May 2026. The Company shall not initiate or pursue any judicial proceedings against a Participant or third party that would meet the criteria of a SLAPP within the meaning of Art. 4 of that Directive. Any genuine legal action of the Company aimed at protecting its rights remains permissible. Any legal action by the Company under 14.8(d) shall be proportionate, factually supported, and limited to remedying conduct that genuinely falls within 14.5.

14.13 Survival

The obligations under 14.3, 14.4, 14.5, 14.7, 14.9 and 14.10 survive the termination of this Agreement for a period of twenty-four (24) months from the date on which the Participant's account was last active.

14.14 Cross-Reference With Affiliate Agreement

A breach of this 14 by an active Affiliate (as defined in Chapter 27 and bound by the NEOMAAA Funded Affiliate Agreement in Chapter 28) shall also constitute a breach of the Affiliate Agreement (Chapter 28), and vice versa. The Company may apply the remedies available under either or both Chapters concurrently, provided that no remedy is applied twice for the same conduct.

14.15 Acknowledgement on Continued Access

The Participant acknowledges and agrees that, where the Company has dispatched an email Notice of entry into force of 7.19 and 14 to the address registered to the Participant's account in accordance with 15.9 (Notice of Amendments and Deemed Acceptance), continued access to the Trading Platform, the Client Area or any other Service after the effective date stated in such email Notice constitutes deemed acceptance of those Sections. For the avoidance of doubt, the trigger for deemed acceptance is continued use of the Services after the effective date stated in the email Notice, not display of the amended document in the Client Area. This acknowledgement supplements but does not replace any explicit click-through acceptance mechanism that the Company may implement.

Chapter 15 TERM AND TERMINATION

15.1 Term

This Agreement takes effect when the Participant first registers for, accesses, or purchases a Service offered by the Company and continues in force until terminated in accordance with this 15.

15.2 Termination by the Participant

The Participant may terminate this Agreement at any time, for any reason or for no reason, by closing the Participant's account through the dashboard or by sending written notice to support@neomaaafunded.com. Termination by the Participant takes effect on the date the Company acknowledges the closure request. Termination does not relieve the Participant of any obligation that accrued before the effective date of termination, including any obligation to indemnify the Company under 18.

15.3 Termination by the Company for Cause

The Company may terminate this Agreement, suspend the Participant's account, and/or revoke the Participant's access to the Services with immediate effect and without prior notice if:

- (a) the Participant has engaged in any Prohibited Trading or Prohibited Trading Practice as defined in 7.4 to 7.16;
- (b) the Participant has provided materially false, misleading or incomplete information during onboarding or KYC/AML verification;
- (c) the Participant is, or becomes, located in a Restricted Country as defined in 7.17;
- (d) the Participant breaches 12 (Trademarks), 18 (Indemnification), or 30 (Brand Protection and Anti-Defamation);
- (e) the Company is required to terminate by an order of a competent court, regulator or law-enforcement authority; or
- (f) the Participant becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of creditors, or has a receiver appointed.

15.4 Termination by the Company for Convenience

The Company may terminate this Agreement, suspend the Participant's account, or revoke access to the Services for any reason other than those listed in 15.3 by giving the Participant fourteen (14) days' prior written notice (which may be sent by email to the address registered to the account). Where termination for convenience occurs while a Funded Evaluation Account is in good standing and a Reward Cycle has been earned but not yet paid, the Company shall pay the earned Performance Rewards / Benefit Program amount within thirty (30) days of the effective date of termination.

15.5 Cure Period for Curable Breaches

For breaches that are capable of cure, and that do not fall within 15.3(a) (c) or (e) (f), the Company will, where reasonably practicable, give the Participant seven (7) days' written notice and an opportunity to cure the breach before terminating this Agreement.

15.6 Effect of Termination

On termination of this Agreement:

- (a) all simulated balances, virtual capital allocations and access rights are immediately revoked;
- (b) 12 (Trademarks), 13 (Risk Disclosure), 16 (Disclaimer and Limitation of Liability), 18 (Indemnification), 19 (Litigation), 21 (Survivability), 29 (Data Protection and Privacy Terms) and 30 (Brand Protection and Anti-Defamation) survive; and
- (c) the Company may retain personal data and transaction records for the periods required by applicable AML, tax and accounting law, including UAE Federal Decree-Law No. 20 of 2018 (as superseded by Federal Decree-Law No. 10 of 2025) and Article 30(1) GDPR record-keeping obligations.

15.7 Termination Effect on Performance Rewards

The effect of termination on Performance Rewards / Benefit Program amounts is governed exclusively by: 17.1 (crystallisation conditions), 17.4 (Pre-Crystallisation Review of Performance Reward Payments), 17.7 (payment method, currency and processing fees), 17.8 (clawback), and 17.11 (discretionary review). The Discretionary Character of the Benefit Program is governed by 1.5(n) and Chapter 17. Where a Funded Evaluation Account is terminated by the Company for convenience under 15.4, the Company shall pay any earned and unpaid Crystallised Benefit Program Amount within thirty (30) days of the effective date of termination.

15.8 EU Consumer Withdrawal Right

- (a) Right of withdrawal. If the Participant is a Consumer (as defined in 1.5(x)), the Participant has the right to withdraw from this Agreement, without giving any reason, within fourteen (14) calendar days from the date on which the Agreement is concluded (the 'Withdrawal Period'), pursuant to [Directive 2011/83/EU](#) on consumer rights, Article 9. The Consumer may exercise this right by either: (i) submitting the online withdrawal form accessible at <https://neomaaafunded.com/withdrawal-form/> or at all times from the footer of the Company website (the link captioned 'Withdraw from contract'); or (ii) sending an unequivocal statement to legal@neomaaafunded.com using the Model Withdrawal Form set out in Annex A to these Terms (use of the Model Withdrawal Form is not obligatory). Either method satisfies Article 11 of Directive 2011/83/EU. The Company shall confirm receipt of any withdrawal notice without undue delay on a durable medium in accordance with Article 11(3) of Directive 2011/83/EU.
- (b) Digital-content acknowledgement (Art. 16(m)). Pursuant to Article 16(m) of [Directive 2011/83/EU](#), read together with Article 8(7) of that Directive (see also [Directive \(EU\) 2019/770](#) on digital content and digital services), the right of

withdrawal does not apply to the supply of digital content not on a tangible medium if the performance has begun with the Consumer's prior express consent and the Consumer's acknowledgment that he or she thereby loses the right of withdrawal. Pursuant to Article 7(2) and Article 8(7) of Directive 2011/83/EU, the Company is required to provide confirmation of the contract on a durable medium. Where the Consumer has given the express consent and acknowledgement contemplated by sub-paragraph (2) below, the Consumer's right of withdrawal under sub-paragraph (a) shall be extinguished at the moment performance has begun, which, for the purposes of this Agreement, occurs on the earlier of: (i) the execution of any simulated trade on any Account associated with the Participant; or (ii) the occurrence of substantive consumption of educational content within the meaning of 15.8(e). Where the Consumer has not given the express consent and acknowledgement contemplated by sub-paragraph (2), the right of withdrawal under sub-paragraph (a) remains exercisable for the full Withdrawal Period regardless of any actual use of the Services.

15.8(2) Digital Content Acknowledgement single-checkbox architecture. By proceeding with checkout for any paid Service, the Participant shall be presented with one (and only one) express consent checkbox stating: 'I expressly request immediate access to the digital content and digital services provided under these Terms, and I acknowledge that I will lose my right of withdrawal under Article 16(m) of [Directive 2011/83/EU](#), read together with Article 8(7) of that Directive (see also [Directive \(EU\) 2019/770](#) on digital content and digital services), at the moment performance has begun, which occurs on the earlier of (i) the execution of any simulated trade on my Account, or (ii) substantive consumption of educational content as defined in 15.8(e) of these Terms.' The payment button on the checkout interface shall remain disabled and non-clickable until the Participant has affirmatively ticked this checkbox. No additional consent checkboxes shall appear in the checkout flow. The Company shall log, for each acknowledgement, a record comprising at minimum: timestamp (UTC), source IP address, user identifier, the exact text of the checkbox as displayed at the time of consent, and the unique identifier of the Service purchased. Records shall be retained for the duration of the Agreement and for a further period of six (6) years from termination, in accordance with the Company's record-keeping obligations under applicable consumer-protection and AML legislation.

15.8(2-bis) Transition regime pending UI implementation. The Company recognises that Article 16(m) of [Directive 2011/83/EU](#), as interpreted by the Court of Justice in [Case C-641/19 PE Digital](#), requires the Consumer's express consent to immediate performance to be specific to that purpose and not merely embedded in the Consumer's general acceptance of these Terms. Accordingly, in respect of any Agreement concluded by a Consumer at a time when the single-checkbox architecture under sub-paragraph (2) has not yet been operative in the Company's checkout interface (the 'Transition Period'), the Company shall not invoke Article 16(m), or the acknowledgement in sub-paragraph (b), against the Consumer to defeat or restrict the Consumer's right of withdrawal under sub-paragraph (a). During the Transition Period, the Consumer's right of withdrawal shall remain exercisable for the full Withdrawal Period regardless of the commencement of performance, and any refund shall be processed in accordance with sub-paragraph

(d) (full refund where no performance has actually occurred) or, where performance has actually occurred and the Consumer nonetheless validly exercises withdrawal,

sub-paragraph

- (c) (pro-rata refund calculated in accordance with Case C-641/19 PE Digital). The Transition Period ends, automatically and without further notice, on the date the single-checkbox architecture under sub-paragraph (2) becomes operative in the Company's checkout interface; the Company shall publish on its website a dated notice of such operative date, which notice shall constitute the durable-medium record for the purposes of Article 8 of Directive 2011/83/EU. For the avoidance of doubt, the protections of this sub-paragraph (2-bis) apply only to Agreements concluded during the Transition Period; Agreements concluded after the Transition Period ends are governed by sub-paragraphs (a)
- (g) without the additional Transition-Period protections of this sub-paragraph.
- (c) Pro-rata refund for partial performance (residual safeguard). Where, exceptionally, a court of competent jurisdiction determines that the acknowledgement under sub-paragraph (b) and sub-paragraph (2) is not enforceable in a particular case, and the Services have been only partially performed when the Consumer exercises the right of withdrawal, the Consumer shall pay the Company an amount which is in proportion to what has actually been provided until the moment of withdrawal, in accordance with the principles set out by the Court of Justice in [Case C-641/19 PE Digital](#). The amount shall be calculated by reference to actual services rendered (not on a flat-rate or 'fair value' basis). The Company shall refund the remaining amount within fourteen (14) days using the same payment method as the original transaction, save where the Consumer expressly agrees otherwise.
- (d) Refund calculation upon valid withdrawal (no performance trigger). Where the Consumer exercises the right of withdrawal under sub-paragraph (a) within the Withdrawal Period and the Article 16(m) acknowledgement under sub-paragraph (b) has not become operative because neither of the triggers in 15.8(b)(i) or 15.8(b)(ii) has occurred at the time of withdrawal, the Company shall refund 100% of all payments received from the Consumer (without any pro-rata deduction) within fourteen (14) days of receipt of the withdrawal notice, using the same payment method as the original transaction (save where the Consumer expressly agrees otherwise). No services shall be deemed to have been 'provided' within the meaning of Article 14(3) of Directive 2011/83/EU and Case C-641/19 PE Digital where: (i) no simulated trade has been executed on any Account associated with the Participant; AND (ii) no substantive consumption of educational content within the meaning of 15.8(e) has occurred. Mere availability of, login to, or navigation through the Services interface does not constitute services 'provided' for the purpose of pro-rata calculation.
- (e) Substantive consumption of educational content definition. For the purposes of 8.4 (material use of Services) and this 15.8, 'substantive consumption of educational content' means any one of the following: (i) completion, in whole or in significant part, of any educational module designated by the Company at the time of publication as a 'graded', 'tested', 'certified' or 'premium' module; (ii) attendance, in whole or in significant part, of any live training session, live webinar, or one-on-one coaching session provided by the Company; or (iii) downloading or off-platform access to any educational material that the Company has expressly designated, at the time of publication, as 'premium', 'paid-access', or 'restricted'

content. For the avoidance of doubt, the following do NOT, individually or in combination, constitute substantive consumption: (A) login to the Account or to the educational portal; (B) navigation through the index, table of contents, or landing pages of educational sections; (C) viewing of free preview content, introductory videos, or marketing materials; or (D) brief or incidental access to free educational content not designated as premium.

- (f) **Treatment of Performance Reward upon withdrawal.** The right of withdrawal under this 15.8 operates exclusively in respect of the fees paid for the Account and does not give rise to, modify, extinguish, or otherwise affect any Crystallised Benefit Program Amount (a 'Performance Reward') that may have arisen under Chapter 17. Because crystallisation under 17.1 cannot occur before the conclusion of at least one Reward Cycle (which in all cases extends beyond the 14-day Withdrawal Period), a valid exercise of withdrawal under sub-paragraph (a) necessarily occurs before any Performance Reward has crystallised, and no Performance Reward is therefore payable or extinguishable by reason of withdrawal. Any purported exercise of withdrawal made (i) after the moment performance has begun within the meaning of sub-paragraph (b), or (ii) outside the Withdrawal Period, shall be rejected in writing by the Company with reasoned reference to Article 16(m) or Article 9 of Directive 2011/83/EU (as applicable) and to the corresponding provisions of these Terms, and shall not affect any rights or obligations under Chapter 17. For the avoidance of doubt, any Crystallised Benefit Program Amount that has actually arisen under Chapter 17 remains payable in accordance with 17 notwithstanding any prior, contemporaneous, or subsequent withdrawal attempt.
- (g) **Outside the Withdrawal Period.** Outside the Withdrawal Period, refund eligibility is governed solely by 8.4 (No Refund Policy, including material use trigger) and the policies published on the Company website.

15.9 Notice of Amendments and Deemed Acceptance

- (a) **Trigger.** Where the Company amends these Terms and Conditions on any of the grounds in 1.3(e), the Company shall give Notice to each Participant by email to the address registered to the Participant's account, not less than fourteen (14) calendar days before the effective date of the amendment. The Notice shall: (i) identify the provisions amended; (ii) describe the substance of the amendments; (iii) state the effective date; (iv) state that continued use of the Services after the effective date constitutes acceptance of the amendments; and (v) state that the Participant may, at any time before the effective date, terminate this Agreement under 15.2 (Termination by the Participant) without penalty.
- (b) **Deemed Acceptance.** Where the Participant continues to access or use the Services (including without limitation the simulated Trading Platform, the Client Area, the Help Centre, or any other Service) after the effective date of an amendment notified in accordance with this 15.9, the Participant is deemed to have accepted the amendment. For the avoidance of doubt, the trigger for deemed acceptance is continued use of the Services after the effective date, and not publication in the Client Area or display of the amended document in the Client Area. Where mandatory consumer protection law of the Participant's country of habitual residence requires express acceptance or a longer notice period for the

relevant type of amendment, that mandatory requirement shall prevail.

- (c) Right to Terminate.** A Participant who does not accept an amendment may terminate this Agreement under 15.2 (Termination by the Participant) at any time before the effective date of the amendment without penalty. Termination under this paragraph does not relieve the Participant of any obligation accrued before the effective date of termination.
- (d) Pre-Existing Participants Initial Grace Period (transitional).** With respect to the initial publication of these Terms on 27 May 2026, Participants who were registered with the Company before 27 May 2026 had until 10 June 2026 (the date falling fourteen (14) calendar days after the initial Publication Date) to terminate without penalty under this 15.9. Continued use of the Services after 10 June 2026 constituted deemed acceptance. This provision is retained for historical reference; for amendments published subsequent to the initial publication, paragraph (d-bis) applies.
- (d-bis) Pre-Existing Participants Grace Period (subsequent amendments).** For all amendments published subsequent to the initial publication, Participants who were registered with the Company before the publication date of the relevant amendment shall have until the date falling fourteen (14) calendar days after the publication date of that amendment (or, if later, fourteen (14) calendar days from email dispatch of the Notice under (a)) to terminate without penalty under this 15.9. Continued use of the Services after such date shall constitute deemed acceptance under this 15.9.
- (d-ter) New Participants.** Participants who register with the Company on or after 27 May 2026 enter into this Agreement through the click-wrap acceptance mechanism at registration/checkout (15.8(2)). Consumers in the EU, the United Kingdom, and the EEA retain the fourteen (14) calendar day right of withdrawal under 15.8(a) from the moment of contract conclusion, subject to 15.8(2) and 15.8(2-bis) (digital-content consent). The grace-period provisions of (d) and (d-bis) above are not required for such Participants, as they conclude this Agreement directly under the version of these Terms in force at the time of their registration.

15.9-bis Accelerated Amendment Regime (Carve-Out from 15.9 Notice Period)

- (a) Scope.** This 15.9-bis applies to amendments of these Terms and Conditions, the Plan Specification, Annex A to the Plan Specification (Leverage and Instrument Schedule) and any other annex to the Plan Specification, the Refund Policy, the Privacy Policy, the AML Policy, the Cookie Policy, and the Programme Rules generally. Where the Company invokes this 15.9-bis, the fourteen (14) calendar day prior-notice period under 15.9(a) and (d-bis) does not apply, subject to (b) below.
- (a-bis) Annex A Disambiguation.** These Terms and the Plan Specification each contain a separate document captioned "Annex A". These two documents are distinct instruments and shall not be confused: (i) "Annex A to the Terms and Conditions" or "Annex A to the T&C" means the Model Withdrawal Form for EU-resident Consumers exercising the fourteen (14) day right of withdrawal under Directive 2011/83/EU, referenced in 15.8(a) of these Terms; and (ii) "Annex A to

the Plan Specification" or "Annex A (Leverage and Instrument Schedule)" means the canonical per-product leverage, lot-cap and instrument schedule incorporated by reference into the Plan Specification under 1.5(z). Where this 15.9-bis refers to "Annex A" without further qualification, the reference is to Annex A to the Plan Specification (Leverage and Instrument Schedule). Amendments to Annex A to these Terms (the Model Withdrawal Form) are governed by 1.3 and 15.9, not by this 15.9-bis.

- (b) Permitted Triggers.** The Company may amend any of the instruments listed in (a) with immediate effect from the moment of publication on the Participant Dashboard where the amendment is necessary to address one or more of the following triggers:

Group A Geopolitical and Sanctions Triggers

- (i) Armed conflict, war, or military escalation** affecting an underlying asset, an underlying market, or a Counterparty relevant to the simulated trading platform feed.
- (ii) Sanctions imposition** by the European Union, the United Nations Security Council, the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury, His Majesty's Treasury of the United Kingdom, the Central Bank of the United Arab Emirates, or any other competent sanctions authority, against a country, a sanctioned person, an issuer, an underlying asset, or a central counterparty.
- (iii) Capital controls or non-market currency intervention** imposed by a national central bank or government on convertibility of a currency forming part of the simulated trading feed.
- (iv) Trading suspension on underlying** declared by an underlying exchange or market operator (including without limitation NYSE, NASDAQ, LSE, CME, ICE, Eurex).

Group B Market and Liquidity Triggers

- (v) Extreme volatility event** on an underlying instrument, as reasonably determined by the Company on the basis of prevailing market conditions, including (without limitation) abnormal price gaps, sustained one-sided price action, exchange-imposed trading halts or limit-up / limit-down conditions, or comparable disruptions affecting orderly price formation.
- (vi) Liquidity crisis** on an institutional venue providing pricing data to the simulated trading platform, including (without limitation) prime-broker withdrawal, spread blow-out beyond historical norms, or FX feed deterioration.
- (vii) Disorderly market or flash crash event** on an underlying market, including a gap exceeding the Company-defined materiality threshold open-to-open or intraday.
- (viii) Underlying delisting, restructuring, or material corporate action** (including, without limitation, index reweight, ETF restructuring, or removal of a symbol from the underlying exchange).

Group C Regulatory and Compliance Triggers

- (ix) Binding regulatory directive** issued by any competent securities,

financial-services, or markets regulator of the Company's jurisdiction or of a Participant's jurisdiction, or by the Central Bank of the United Arab Emirates, with immediate effect upon receipt of such directive.

- (x) **Court order or interim injunction** issued by a competent court of the Company's or a Participant's jurisdiction requiring immediate amendment.
- (xi) **AML / sanctions screening hit** requiring immediate freezing or restriction of a category of activities, instruments, or Participants.
- (xii) **Tax law change** introducing new withholding or reporting obligations requiring immediate adaptation of user-interface flows, Performance Reward payouts, or other Service mechanics.
- (xiii) **Data-protection authority order** issued by any competent data-protection supervisory authority of the Company's jurisdiction or of a Participant's jurisdiction, requiring immediate amendment to data-processing operations.

Group D Technical Triggers

- (xiv) **Trading platform technical failure** including (without limitation) MetaTrader 5 or TradeLocker outage, broken pricing feed, or mispriced symbol identified by the Company.
- (xv) **Liquidity provider failure** including insolvency, regulatory action, or disconnection of a liquidity provider feeding the simulated trading platform.
- (xvi) **Cybersecurity incident** including (without limitation) denial-of-service attack, data breach, credential-stuffing or account-takeover wave, or compromise of the Company's systems or those of a key service provider.
- (xvii) **Pricing feed corruption** including the discovery of defective quotations on the simulated platform requiring cancellation of trades or symbol-level intervention.
- (xviii) **Latency arbitrage, quote-stuffing, or feed-toxicity detection** at platform level requiring immediate restriction.

Group E Anti-Abuse and Programme Integrity Triggers

- (xix) **Mass exploit or coordinated abuse pattern** detected across multiple Participants requiring an immediate counter-measure (including, without limitation, coordinated hedging between Participants, partner-account hedging, or risk-limit circumvention through account-sharing).
- (xx) **Bridge or Expert-Advisor abuse** detected as sharing risk between Participants or otherwise circumventing programme integrity rules.
- (xxi) **Wash trading or coordinated copy-trading rings** detected as violating 7 (Trading Rules).
- (xxii) **News-trading edge exploitation** requiring urgent addition of an event-type to the Designated High-Impact Events List under 7.6(b).
- (xxiii) **Latency-arbitrage spike** detected as exploiting the technical latency between the data feed and execution layer of the simulated platform.

Group F Counterparty and Operational Triggers

- (xxiv) **Banking or payment processor disruption** including (without limitation) PSP

disconnection, bank freeze of Company accounts, or termination of a payment-rail relationship.

(xxv) **KYC / AML provider outage** requiring temporary procedural amendment.

(xxvi) **Critical service provider termination** including (without limitation) termination by FundingPips, MT5 licensor, TradeLocker licensor, hosting provider, or any vendor whose continuous availability is necessary for the Service.

Group G Force-Majeure Triggers

(xxvii) **Acts of God** including (without limitation) earthquake, flood, fire, or other natural disaster affecting Company infrastructure or that of a key service provider.

(xxviii) **Pandemic or public health emergency** officially declared by the World Health Organization, the European Union, a national government of the Company's jurisdiction, or a national government of a Participant's jurisdiction.

(xxix) **Strikes, civil unrest, or terrorism** affecting Company offices, the offices of a key service provider, or critical underlying infrastructure.

(xxx) **Critical infrastructure outage** including (without limitation) electrical-grid failure, internet-backbone failure, or undersea-cable disruption, affecting the Company, a key service provider, or a major underlying market venue.

(c) Procedure for In Malam Partem Amendments Under 15.9-bis. Where an amendment invoked under (b) is in malam partem in net effect for one or more Participants, the Company shall:

- (i)** publish a Participant-facing notice on the Participant Dashboard, and dispatch the same notice by email to the address registered to each affected Participant, simultaneously with the effective date of the amendment;
- (ii)** identify in the notice the specific trigger category under (b) on which the Company relies;
- (iii)** describe the substance of the amendment, the effective date, and the affected provisions; and
- (iv)** inform the Participant of the right to terminate this Agreement under 15.2 (Termination by the Participant) without penalty at any time within fourteen (14) calendar days of the effective date.

(d) Procedure for In Bonam Partem Amendments Under 15.9-bis. Where an amendment invoked under (b) is in bonam partem in net effect (expanding Participant rights, easing restrictions, reducing fees, correcting errors against the Participant, or otherwise net-beneficial to the Participant taken as a whole), the amendment takes effect immediately on publication on the Participant Dashboard without the procedural steps in (c). The Company shall nevertheless publish a confirmatory notice on the Participant Dashboard within seven (7) Business Days of the effective date.

(e) Internal Log. The Company shall maintain an internal log (not subject to public disclosure) of all amendments published under this 15.9-bis. Each log entry shall record: (i) the date and time of publication; (ii) the specific trigger category under (b) on which the Company relied; (iii) a summary of the amendment; (iv) a determination of whether the amendment is in malam partem or in bonam partem

in net effect; and (v) the name and position of the Company officer authorising the amendment. The log shall be made available to a competent regulator on request and shall be retained for not less than six (6) years from the date of the relevant amendment.

- (f) Mandatory-Law Override.** Nothing in this 15.9-bis derogates from any mandatory consumer-protection requirement of the Participant's country of habitual residence that prescribes a longer notice period, an express acceptance procedure, or a substantive limit on the Company's right to amend in respect of the relevant type of amendment. Where such a mandatory requirement applies, that requirement prevails over this 15.9-bis.
- (g) Relationship to 15.9.** This 15.9-bis operates as a carve-out from 15.9(a) and (d-bis) only. The deemed-acceptance regime of 15.9(b) and the right to terminate without penalty under 15.9(c) continue to apply to amendments published under this 15.9-bis, save that the termination window is the fourteen (14) calendar days described in (c)(iv) above (running from the effective date, not from a hypothetical pre-effective-date notice).
- (h) Non-Retroactivity.** This 15.9-bis applies prospectively to amendments published on or after its own effective date. It does not apply to, and shall not be invoked as the legal basis for, any amendment published before its own effective date. Amendments published before the effective date of this 15.9-bis are governed by the version of 15.9 and 1.3 in force at the time of the relevant amendment.

Chapter 16 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

16.1 General Disclaimer

The Services and the Company website are provided on an 'as-is' and 'as-available' basis. To the maximum extent permitted by applicable law, the Company makes no representations or warranties, express, implied or statutory, in respect of the Services, including no warranties of title, merchantability, accuracy, fitness for a particular purpose, security, uninterrupted availability, or non-infringement. The Participant acknowledges that the Participant's use of the Services is at the Participant's sole risk.

16.2 Limitation of Liability Default Cap

Subject to 16.3, and to the maximum extent permitted by applicable law, the Company's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the greater of:

- (a) the total amount paid by the Participant to the Company in the twelve (12) months immediately preceding the event giving rise to the claim;
- (b) one thousand United States dollars (US\$1,000); or
- (c) the highest aggregate Crystallised Benefit Program Amount paid by the Company to the Participant in the twenty-four (24) months preceding the event giving rise to the claim.

16.3 Mandatory Carve-Outs

Nothing in this Agreement excludes or limits the liability of the Company for:

- (a) death or personal injury caused by the Company's negligence;
- (b) fraud, fraudulent misrepresentation, wilful misconduct, or gross negligence of the Company or its directors, officers, or employees acting within the scope of their authority;
- (c) any liability that cannot be excluded or limited under applicable mandatory consumer-protection law of the Participant's country of habitual residence (including, where applicable, [Council Directive 93/13/EEC on unfair terms in consumer contracts](#), [Directive \(EU\) 2019/771 on certain aspects concerning contracts for the sale of goods](#), and the national implementing laws transposing those Directives in the Participant's country of habitual residence); for the avoidance of doubt, nothing in this Section limits or excludes any right of a consumer that cannot be excluded under the law of the consumer's habitual residence pursuant to [Article 6 of Regulation \(EC\) No 593/2008 \(Rome I\)](#);
- (d) any liability under the United Arab Emirates Consumer Protection Law ([Federal Law \(15\) of 2020](#)) where the Participant qualifies as a consumer thereunder; or
- (e) any other liability that, under applicable law, cannot be lawfully excluded or limited.

16.4 Excluded Damages

Subject to 16.3, in no event shall the Company be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, lost profits, loss of business, loss of goodwill or loss of data, even if the Company has been advised of the possibility of such damages.

16.5 Time Limit for Claims

Any claim arising out of or in connection with this Agreement brought by a Participant who does not qualify as a Consumer (1.5(x)) must be brought within one (1) year from the date on which the cause of action accrued. For Participants qualifying as Consumers, the statutory limitation period of the Consumer's country of habitual residence applies, and nothing in this 16.5 limits or shortens that statutory period.

Chapter 17 BENEFIT PROGRAM

17.1 Conditions to crystallisation of a Benefit Program Amount

"A Benefit Program Amount becomes a Crystallised Benefit Program Amount, and a contractual debt of the Company, only when all of the following are satisfied at the relevant time:

- (a) the Funded Evaluation Account is in Good Standing (1.5(r));
- (b) the Participant has used only Approved Builds (1.5(s)) for the simulated trading activity attributable to the relevant Recognition Tier (1.5(y));
- (c) the Performance Reward has passed the pre-crystallisation review under 17.4 without reduction, or with any reduction permitted under 17.4(e) (violation of 7.10 or termination for cause under 15.3) duly applied;
- (d) the resulting amount, after application of the Minimum Threshold under 17.5, is greater than or equal to USD 100;
- (e) Operational Budget Availability (1.5(t)) exists at the moment of the proposed payment;
- (f) the Participant has accepted the payment method, currency and processing fees set out in 17.7; and
- (g) the Participant has provided the tax-information, sanctions-screening and identity-verification documents reasonably requested by the Company. Until all of (a) through (g) are simultaneously satisfied, no Benefit Program Amount is owed by the Company, and no Participant has any enforceable right to receive payment."

17.2 Post-Crystallisation Compliance Review

"Each Crystallised Benefit Program Amount paid by the Company under 17.4 is subject to a post-crystallisation compliance review window of ninety (90) calendar days, commencing on the date of payment of that Crystallised Benefit Program Amount to the Participant. The review window applies on a per-Reward-Cycle basis, separately to each payment.

During the review window, the Company may review the simulated trading history attributable to the relevant Reward Cycle for compliance with 6, 7, 9 and 12 and with the Approved Build requirement (1.5(s)). Where, on the basis of documented evidence, the Company establishes a material breach of those provisions in respect of the simulated trading activity attributable to the relevant Reward Cycle, the Company's sole remedies under this 17.2 are: (i) clawback of the relevant Crystallised Benefit Program Amount in accordance with 17.8; or (ii) set-off in accordance with 17.9.

The Company shall not, under this 17.2, recalculate, reduce, or revoke the Recognition Tier (1.5(y)) selected by the Participant at purchase. The post-crystallisation compliance review window shall not delay or condition the payment of any Crystallised Benefit Program Amount under 17.4. The clawback time limits in 17.8 shall apply to any clawback action initiated under this 17.2."

17.3 Operational Budget Availability

- (a) Notification.** Payment of any Crystallised Benefit Program Amount is conditional on Operational Budget Availability (1.5(t)) existing at the moment of payment. If Operational Budget Availability does not exist at the scheduled payment date, the Company shall: (i) notify the Participant in writing within ten (10) Business Days; (ii) reschedule the payment to the next ordinary payment cycle in which Operational Budget Availability is restored; and (iii) confirm the rescheduled date to the Participant.
- (b) Interest on deferred payment.** Notwithstanding any prior statement to the contrary, any payment deferred under this 17.3 shall accrue late-payment interest as set out in 17.4(d), from the original scheduled payment date until the date of actual payment. This sub-paragraph supersedes any earlier representation that the deferred payment carries no interest.
- (c) Maximum delay non-consumer Participants.** Where the Participant does not qualify as a consumer, in no event shall the total delay attributable to Operational Budget Availability exceed one hundred twenty (120) calendar days from the original Performance Reward request. If Operational Budget Availability has not been restored within ninety (90) calendar days from the original scheduled payment date, the Participant may, in writing, request escalation of the payment to the Company's senior management for review and resolution.
- (d) Maximum delay consumer Participants.** Where the Participant qualifies as a consumer within the meaning of [Directive 2011/83/EU Article 2\(1\)](#), [Council Directive 93/13/EEC Article 2\(b\)](#), or any applicable national consumer-protection law transposing those Directives, including, where applicable, [United Arab Emirates Federal Law \(15\) of 2020 on Consumer Protection](#) and [Cabinet Resolution No. 66 of 2023](#), the total delay attributable to Operational Budget Availability shall not exceed thirty (30) calendar days from the original Performance Reward request. If Operational Budget Availability has not been restored within that period, the Company shall: (i) make the payment from alternative reserves; or (ii) where alternative reserves are not available, terminate the Funded Evaluation Account for convenience under 15.4 and pay any earned and unpaid Crystallised Benefit Program Amount within ten (10) Business Days of such termination. This sub-paragraph does not derogate from any more favourable consumer right under applicable national law.
- (e) Right to written explanation.** If the Company invokes any extension of the standard Performance Reward payment timeline beyond fifteen (15) Business Days under 17.4(c), and in any event where the delay attributable to Operational Budget Availability approaches the maximum permitted under 17.3(c) (one hundred twenty (120) calendar days for non-consumer Participants) or 17.3(d) (thirty (30) calendar days for consumer Participants), the Participant shall have the right to request a written explanation and supporting evidence within five (5) Business Days of such request.
- (f) Default upon expiry of maximum delay.** If the maximum delay set out in sub-paragraph (c) or (d) expires without payment, the unpaid Crystallised Benefit Program Amount shall constitute a debt of the Company immediately due and payable, and the Participant shall be entitled, in addition to the late-payment

interest under 17.4(d), to any remedy available at law including termination of these Terms under 15.5 and recovery of the unpaid amount through dispute resolution under 19 (Governing Law and Dispute Resolution).

17.4 Pre-Crystallisation Review of Performance Reward Payments

(a) No predetermined monetary cap. The Company does not impose a predetermined monetary cap on individual Performance Reward / Benefit Program payments. Each Crystallised Benefit Program Amount, once finally determined under this 17.4, is payable in full subject only to the Operational Budget Availability condition in 17.3.

(b) Pre-crystallisation review. Each Performance Reward payment request is, before crystallisation only, subject to pre-crystallisation review by the Company for compliance with 7.10 (Prohibited Trading Practices) and the conditions in 17.1. This applies equally to standard Funded Evaluation Accounts (1.5(f)) and to Express Evaluation Accounts (1.5(m)). The review may include trade-by-trade analysis of the relevant Reward Cycle, KYC, AML and sanctions screening under 6.4, IP, geolocation and device-fingerprinting audit under 7.10.1(l) (m), personal-use verification under 7.10.2, Approved Build verification under 1.5(s), and verification of payment-channel reliability and tax-form completeness under 17.10. The specific scope of the review in any individual case is at the Company's reasonable operational discretion, exercised in good faith.

(c) Timing. The Company shall complete the pre-crystallisation review and authorise payment of the Crystallised Benefit Program Amount within fifteen (15) Business Days of the date the Participant submitted a complete Performance Reward request through the official Participant dashboard. A Performance Reward request is "complete" when the Participant has provided all information and documents that the Company reasonably requires to verify compliance with 17.1 and 7.10, including any KYC re-verification, tax forms under 17.10, and payment-channel details specified in the dashboard at the time of the request.

(d) Late-payment interest.

(i) Non-consumer Participants. Where the Participant does not qualify as a consumer, if the Company fails to complete the pre-crystallisation review and authorise payment within fifteen (15) Business Days of the date the Performance Reward request became complete, the Crystallised Benefit Program Amount, once finally determined under this 17.4, shall accrue late-payment interest at the statutory rate applicable to commercial transactions under [Directive 2011/7/EU on combating late payment in commercial transactions](#) and any implementing national legislation (being, at minimum, the European Central Bank reference rate plus eight (8) percentage points per annum), calculated daily on the gross amount from the sixteenth (16th) Business Day until the date of actual payment.

(ii) Consumer Participants. Where the Participant qualifies as a consumer within the meaning of [Directive 2011/83/EU Article 2\(1\)](#), [Council Directive 93/13/EEC Article 2\(b\)](#), or any applicable national consumer-protection law transposing those Directives, including, where applicable, [United Arab Emirates Federal Law \(15\) of 2020 on Consumer Protection](#), if the Company fails to authorise payment within ten (10) Business Days of the date the Performance Reward request became complete, the Crystallised Benefit

Program Amount shall accrue late-payment interest at the statutory legal interest rate of the Member State of the Participant's habitual residence (or, where no such national rate is published, at the [European Central Bank main refinancing operations rate](#)) plus four (4) percentage points per annum, calculated daily on the gross amount from the eleventh (11th) Business Day until the date of actual payment. This sub-paragraph (ii) does not derogate from any more favourable consumer right under applicable national law.

(iii) Automatic accrual. The interest payable under this 17.4(d) accrues automatically without need for prior notice or demand by the Participant and is in addition to any other remedy available to the Participant under these Terms or at law.

**

(e) Reduction grounds.** Any reduction in the Performance Reward following the pre-crystallisation review must be based exclusively on documented evidence of

- (i)** a violation of 7.10 (Prohibited Trading Practices), or
- (ii)** any other ground expressly set out in 15.3 (Termination for Cause). No other ground may be invoked.

**

(f) Post-crystallisation immutability.** Following crystallisation of the Performance Reward under this 17.4, no cap, holdback, deduction, or reduction may be applied by the Company, save for

- (i)** the clawback right under 17.8 (subsequent discovery of breach), and
- (ii)** the set-off right under 17.9.

(g) Performance Reward Buffer. Where the Plan Specification (1.5(z)) provides for a Performance Reward Buffer (1.5(hh)) on a given product, the Participant shall maintain a continuous non-withdrawable buffer in the simulated Account, in the amount and form published in the Plan Specification for that product, as a precondition to each Performance Reward request. The Performance Reward Buffer exists to mitigate drawdown violations that would otherwise occur upon withdrawal of all available simulated profits. Failure to maintain the required Buffer at the time of a Performance Reward request shall result in the request being held pending re-compliance; it is not, of itself, a breach of these Terms.

(h) Consistency Rule gate. Where the Plan Specification (1.5(z)) provides for a Consistency Rule (1.5(ff)) on a given product, the Participant's Performance Reward request shall be reviewed for compliance with the Consistency Rule threshold published in the Plan Specification. A failure to satisfy the Consistency Rule operates as a hold under 7.10.3(j) and is not, of itself, a breach of these Terms.

(i) Profitable Days Required gate. Where the Plan Specification (1.5(z)) provides for a Profitable Days Required threshold (1.5(gg)) on a given product, the Participant's Performance Reward request shall be reviewed for compliance with the threshold published in the Plan Specification. A failure to satisfy the Profitable Days Required threshold operates as a hold under 7.10.3(k) and is not, of itself, a breach of these Terms.

(j) Program benefit schedule first-eligibility threshold. The first Performance Reward request for a given Funded Evaluation Account may only be submitted on or

after the first-eligibility date determined by the Program benefit schedule (1.5(ii)) published in the Plan Specification (1.5(z)) for that product. Where the Participant has purchased a Program benefit schedule Add-On (1.5(ii)), the first-eligibility date is adjusted as published in the Plan Specification. Subsequent Performance Reward requests are governed by 17.4(c) (Timing) and the ordinary Reward Cycle.

17.4A Anti-Avoidance Savings

If the pre-crystallisation review mechanism in 17.4 is found unenforceable by a court, arbitrator, or tribunal of competent jurisdiction in respect of any Participant, the Company expressly preserves and shall retain all other rights and conditions in this Chapter 17, including without limitation:

- (a) the Good Standing requirement (17.1(a));
- (b) the Approved Builds requirement (17.1(b));
- (c) the post-crystallisation compliance review and clawback rights (17.2 read with 17.8);
- (d) the Operational Budget Availability condition and the maximum 120-day payment delay (17.3);
- (e) the set-off rights (17.9); and
- (f) the clawback rights (17.8). The 17.4 review mechanism operates as an additional protective measure; its invalidity in respect of any individual Participant does not invalidate any other provision of this Chapter 17. This savings clause is to be applied in accordance with the Read-Down Principle (1.5(v)).

17.5 Minimum Performance Reward Threshold

(a-bis) Default thresholds; product-specific override. The amounts of USD 100 and USD 25 stated in this section operate as default fallback thresholds applicable to any Funded Evaluation Account in respect of which no product-specific value is published in the Plan Specification (1.5(z)). Where the Plan Specification sets a product-specific minimum-payout threshold, a product-specific lower-limit threshold, or a product-specific Recognition Tier applicable to a given Account, the product-specific value controls over the corresponding default value stated in this section. The default values in this section shall in no event be construed as a maximum, a guarantee, or a minimum entitlement; their sole function is to ensure that the Participant has a self-contained, ascertainable threshold at all times, including during any period in which the Plan Specification is unavailable, ambiguous, or silent in respect of the relevant product.

- (a) **General rule (non-consumer Participants).** No Crystallised Benefit Program Amount of less than the applicable minimum-payout threshold (the default of which is USD 100, subject to 17.5(a-bis)) is paid out as a single payment. Amounts below such applicable minimum-payout threshold are accumulated to the next Reward Cycle in respect of the same Funded Evaluation Account. If, at the time the Funded Evaluation Account is closed, suspended or terminated for any reason OTHER than for cause under 15.3, the accumulated amount, where above the applicable lower-limit threshold (the default of which is USD 25, subject to 17.5(a-bis)), shall

nonetheless be paid to the Participant within thirty (30) calendar days. Where the Funded Evaluation Account is closed, suspended or terminated for cause under 15.3, accumulated amounts below the applicable minimum-payout threshold are forfeited.

- (b) Consumer carve-out.** Notwithstanding sub-paragraph (a), where the Participant qualifies as a "consumer" within the meaning of [Directive 2011/83/EU Article 2\(1\)](#), [Council Directive 93/13/EEC Article 2\(b\)](#), or any applicable national consumer-protection law transposing those Directives, including, where applicable, [United Arab Emirates Federal Law \(15\) of 2020 on Consumer Protection](#), the Company shall pay any accumulated Crystallised Benefit Program Amount, regardless of value and regardless of the reason for closure (including closure for cause under 15.3), to the Participant within thirty (30) calendar days of such closure, suspension, or termination. The forfeiture of accumulated amounts and the lower-limit threshold set out in sub-paragraph (a) (whether at the default value of USD 25 or any product-specific value published in the Plan Specification) shall not apply to Participants qualifying as consumers. For the avoidance of doubt, this consumer carve-out does not affect: (i) the Company's right to withhold or claw back Crystallised Benefit Program Amounts that were obtained as a direct result of the conduct constituting cause under 15.3, in accordance with the proportionality and evidence requirements of 7.5.1 and 17.8; (ii) the Company's set-off rights under 17.9; or (iii) any other remedy available to the Company at law.
- (c) No forfeiture below the lower-limit threshold (non-consumer).** For the avoidance of doubt, in respect of non-consumer Participants, where the Funded Evaluation Account is closed, suspended or terminated for any reason OTHER than for cause under 15.3, accumulated amounts at or below the applicable lower-limit threshold (the default of which is USD 25, subject to 17.5(a-bis)) shall also be paid to the Participant within thirty (30) calendar days; no accumulated amount of any value is forfeited where closure is not for cause.

17.6 Recognition Tier Expiry

The Recognition Tier (1.5(y)) is a parameter chosen and paid for by the Participant at the time of purchase of the relevant Funded Evaluation Account. It does not expire by lapse of time. The Recognition Tier ceases to exist only upon termination, suspension, or closure of the associated Funded Evaluation Account, governed exclusively by:

- (a)** the 30-day Inactivity Rule applicable to the Funded Evaluation Account;
- (b)** termination for cause under 15.3;
- (c)** termination for convenience under 15.4; or
- (d)** any other account-level closure mechanism expressly provided in these Terms. Where the Funded Evaluation Account is suspended due to action or inaction of the Company that prevented the Participant from satisfying the conditions in 17.1 through no fault of the Participant, the Recognition Tier shall not be deemed lost during such suspension. For the avoidance of doubt, this sub-clause does not extend any account-level closure period in respect of delays attributable to the Participant, including delays in providing KYC documents, responding to verification queries, or completing tax-form submissions under 17.10.

17.7 Payment method, currency and processing fees

Crystallised Benefit Program Amounts are paid in United States Dollars by the payment methods supported by the Company from time to time and published on neomaaafunded.com. The Company is not obliged to support any specific payment method, cryptocurrency network or local clearing system. Where the Participant requests payment in a currency other than United States Dollars or via a method other than the Company's default, the Company may apply a foreign-exchange margin and processing fee, which are deducted from the gross Crystallised Benefit Program Amount before payment, provided that such margin and processing fee are disclosed to the Participant in advance of payment authorisation. The Participant bears all bank, intermediary, network and similar fees imposed by third parties on the receiving side of the payment.

17.8 Clawback for subsequently discovered breach

Where, after payment of a Crystallised Benefit Program Amount, the Company identifies that the underlying simulated trading activity was conducted in breach of 6, 7, 9 or 12 or in violation of the Approved Build requirement (1.5), the Company may claim repayment of the relevant Crystallised Benefit Program Amount in whole or in part. The clawback right under this 17.8 shall be exercisable only within the EARLIER of: (i) six (6) calendar months following the relevant Benefit Program payment where the Participant is a consumer (as defined under applicable EU consumer-protection law or its national transposition in the Participant's country of habitual residence), or twelve (12) calendar months in all other cases; OR (ii) six (6) calendar months from the date on which the Company actually became aware of the breach. The Participant agrees to repay the claimed amount within thirty (30) days of receipt of the Company's written demand setting out the basis of the claim. This 17.8 does not apply where the breach was actually known to the Company at the date of payment and was not reasonably objected to in writing.

17.9 Set-off rights

The Company may set off against any Crystallised Benefit Program Amount any sums actually owed by the Participant to the Company under this Agreement, including unpaid Account Prices, Account Prices reversed by chargeback, repayment obligations under 17.8, and reasonable costs incurred by the Company in investigating any breach of 4, 6, 7, 9, 12 or 14 attributable to the Participant and substantiated by documented evidence.

17.10 Tax responsibility of the Participant

The Participant is solely responsible for declaring and paying any tax, social-security contribution, withholding or similar levy applicable to a Crystallised Benefit Program Amount under the law of the Participant's country of habitual residence, country of citizenship or any other jurisdiction with a claim against the Participant. The Company makes no representation as to the tax characterisation of the Benefit Program in any jurisdiction. Where the Company is required by law to withhold tax at source, the Company shall withhold the required amount from the Crystallised Benefit Program Amount and remit it to the relevant tax authority; the Participant remains responsible for

any further tax liability.

17.11 Discretionary Review

Nothing in this 17 alters the discretionary character of the Benefit Program as set out in 1.5(i) (Performance Rewards / Benefit Program) and (n) (Discretionary Character). The conditions in this 17 are minimum cumulative conditions for crystallisation; satisfaction of all of them does not, of itself, oblige the Company to issue or maintain any Recognition Tier, Reward Coefficient, Reward Cycle or Benefit Program Amount, all of which remain at the Company's sole discretion before crystallisation of the Benefit Program payment only. No discretionary review, holdback, or reduction may be exercised after crystallisation. Following crystallisation, the Crystallised Benefit Program Amount constitutes a contractual debt of the Company and may not be reduced, withheld, or revoked except on the grounds set out in 17.8 (clawback for subsequently discovered breach), 17.9 (set-off), or by order of a court of competent jurisdiction.

17.12 Mandatory consumer carve-out

Nothing in this 17 excludes or limits any right of a Participant that cannot be lawfully excluded under the mandatory consumer-protection law of the Participant's country of habitual residence, including (where applicable) the rights under Council Directive 93/13/EEC. Where any individual provision of this 17 is found to operate unfairly against a Participant qualifying as a Consumer (1.5(x)) under such mandatory law, that provision shall be severed in its entirety in respect of that Consumer's claim in accordance with the Read-Down Principle (1.5(v)(i)) and Article 6(1) of [Council Directive 93/13/EEC](#), and the remainder of this 17 shall continue in full force, including as applied to non-Consumer Participants.

Chapter 18 INDEMNIFICATION

18.1 Indemnification Obligation

- (a) General.** The Participant agrees to indemnify, defend, and hold harmless the Company, its officers, shareholders, directors, employees, subsidiaries, affiliates, white-label users, and representatives from any losses, including reasonable costs and attorneys' fees actually incurred, arising out of or related to: (i) the Participant's fraud, fraudulent misrepresentation, or wilful misconduct; (ii) the Participant's wilful breach of 4 (Participant Representations), 7 (Prohibited Trading), 12 (Trademarks), 14 (Public Communications), or 30 (Brand Protection); (iii) third-party claims (including intellectual-property, defamation, or privacy claims) arising from content, materials, or communications the Participant uploaded, transmitted, or published in connection with the Services; (iv) the Participant's violation of any law, statute, ordinance, regulation, or treaty; or (v) the Participant's breach of any third-party right.
- (b) Consumer carve-out.** Where the Participant qualifies as a Consumer under 1.5(x), the Participant's indemnification obligation under (a) is limited to claims arising from sub-paragraphs (a)(i), (a)(iii), and (a)(v), and is further limited to the maximum extent permissible under the mandatory consumer-protection law of the Consumer's country of habitual residence. Nothing in this Section requires a Consumer to indemnify the Company beyond what is permitted under such mandatory law, including under Council Directive 93/13/EEC.
- (c) Non-Consumers.** Affiliates, businesses, legal entities, and any Participant acting in the course of trade, business, craft or profession are bound by the full scope of (a) without the (b) carve-out.

18.2 Defense Control

The Participant's obligation to indemnify and defend the Company under 18.1 does not entitle the Participant to control the Company's defence. The Company reserves the right to control its defence, including its choice of counsel and whether to litigate or settle a claim subject to indemnification.

In exercising this right, the Company shall:

- (i)** notify the Participant of any indemnified claim within thirty (30) days of becoming aware of it;
- (ii)** consult the Participant in good faith on material defence and settlement strategy;
- (iii)** act reasonably to mitigate costs; and
- (iv)** not settle any indemnified claim in a manner that imposes ongoing non-monetary obligations or admissions of fault on the Participant without the Participant's prior written consent (which shall not be unreasonably withheld). The Participant shall provide reasonable cooperation in defence at the Participant's reasonable expense.

Chapter 19 GOVERNING LAW AND DISPUTE RESOLUTION

19.1 Governing Law

This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates, to the exclusion of any choice-of-law rules that would apply the law of any other jurisdiction. Without prejudice to mandatory consumer-protection provisions of the Participant's country of habitual residence under Article 6 of [Regulation \(EC\) 593/2008 \(Rome I\)](#), which continue to apply notwithstanding this choice of law.

19.2 DIAC Arbitration

Subject to 19.3, any dispute, controversy or claim arising out of or in connection with this Agreement including any question regarding its existence, validity, performance, breach or termination shall be finally resolved by arbitration administered by the Dubai International Arbitration Centre (DIAC) under the DIAC Arbitration Rules 2022 (as amended from time to time), which Rules are incorporated into this Agreement by reference. The seat of arbitration shall be Dubai mainland, United Arab Emirates. The language of the arbitration shall be English. The arbitral tribunal shall consist of a sole arbitrator unless the parties agree otherwise in writing or the DIAC determines under its Rules that three arbitrators are appropriate. The arbitral award shall be final and binding on the parties and may be enforced in any court of competent jurisdiction internationally pursuant to the New York Convention 1958.

19.3 Jurisdiction

19.3 Jurisdiction.

- (a)** For Participants domiciled in an EU Member State who qualify as consumers (Article 17 of [Regulation \(EU\) No 1215/2012 \(Brussels I bis\)](#)), proceedings may be brought before the courts of the Participant's domicile, and proceedings against the Participant may be brought only in the courts of the Member State of the Participant's domicile (Article 18 Brussels I bis). No provision of these Terms derogates from the exclusive jurisdiction rules of Articles 17 19 Brussels I bis in respect of consumer contracts.
- (b)** For Participants who do not qualify as Consumers (1.5(x)), disputes shall be referred to arbitration administered by the Dubai International Arbitration Centre (DIAC) under the DIAC Arbitration Rules 2022, seated in Dubai mainland, in English, in accordance with 19.2.
- (c)** Nothing in this Agreement shall override mandatory provisions of the law of the Participant's country of habitual residence that, under Regulation (EC) No 593/2008 (Rome I), Article 6, may not be derogated from by agreement. The Company reserves the right to enforce a DIAC arbitral award in any country under the New York Convention 1958.

19.4 Interim Relief

Notwithstanding 19.2, either party may seek interim or conservatory relief from any court of competent jurisdiction, including for the protection of trade secrets, intellectual property rights, the enforcement of the brand-protection obligations in 30, or to prevent irreparable harm.

19.5 Class-Action Waiver (To the Extent Permitted)

To the maximum extent permitted by applicable law, all disputes shall be brought in each party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, or private-attorney-general proceeding. This waiver shall not apply where it is invalid or unenforceable under applicable mandatory consumer-protection law.

19.6 Service of Process

- (a) Any formal legal process, notice, demand or service of legal documents (other than informal correspondence) shall be deemed validly served on the Company only if delivered by reputable international courier with tracking to: Neom Triple A Information Technology LLC, The Binary by Omniyat, Office 2114, Business Bay, Dubai, United Arab Emirates, with a courtesy copy by e-mail to legal@neomaaafunded.com. Service by any other means, including via website forms, customer support channels, social media, or to other Company addresses, shall not constitute valid service.
- (b) Nothing in this 19.6 limits the Participant's right to communicate with the Company by any reasonable means, nor any right of a Participant under mandatory consumer-protection law to give notice to the Company by any means provided for under such law, including under Directive 2011/83/EU Article 11. This 19.6 applies only to formal service of judicial process or service of legal documents by the Participant or by a court or tribunal acting on the Participant's behalf, and does not apply to (i) routine commercial correspondence, (ii) regulator communications, or (iii) consumer-law notices.

19.7 Alternative Dispute Resolution

EU/EEA consumers may submit complaints to the competent national Alternative Dispute Resolution body designated under [Directive 2013/11/EU on alternative dispute resolution for consumer disputes](#) in their country of habitual residence. Where pre-trial ADR is mandated under the national law of the Participant's country of habitual residence, the parties shall comply with such requirement before initiating court proceedings. Note: Regulation (EU) No 524/2013 on online dispute resolution was repealed by [Regulation \(EU\) 2024/3228](#) and the ODR platform was closed on 20 July 2025; no ODR platform link is therefore provided. The Company is not obliged to participate in any ADR procedure unless required to do so by mandatory consumer-protection law of the Consumer's country of habitual residence (including, where applicable, Italian Codice del Consumo 141-bis and equivalent national provisions); where so required, the Company shall participate in good faith.

19.8 Applicable T&C Version

Any claim or dispute arising under or in connection with this Agreement shall be governed by the version of these Terms and Conditions that was in force at the time the cause of action accrued (i.e., the date of the alleged event giving rise to the claim), notwithstanding any subsequent modification of these Terms.

Chapter 20 FORCE MAJEURE

20.1 Definition

A 'Force Majeure Event' means an event beyond the reasonable control of the affected party that materially prevents the affected party from performing its obligations under this Agreement, including:

- (a) acts of God;
- (b) war, armed conflict, terrorism, civil unrest of a magnitude affecting normal commerce;
- (c) governmental action specifically directed at the affected party (sanctions, exchange controls, mandatory shutdowns, expropriation);
- (d) natural disasters (earthquakes, floods, hurricanes);
- (e) epidemic or pandemic where it materially prevents performance and is recognised as such by competent public-health authorities;
- (f) failure of essential third-party infrastructure not within the affected party's control (internet backbone, banking system, central-bank systems); and
- (g) cybersecurity incidents not attributable to the affected party's negligence in implementing reasonable security measures. For the avoidance of doubt, ordinary market volatility, anticipated regulatory developments, predictable counterparty defaults, and equipment failures within the affected party's control are NOT Force Majeure Events.

20.2 Notice

The party affected by a Force Majeure Event shall promptly notify the other party in writing, describing the event, the obligations affected, and the expected duration.

20.3 Suspension and Mitigation

Performance obligations of the affected party that are directly prevented by the Force Majeure Event are suspended for the duration of the event, but only to the extent of the actual prevention. The affected party shall use reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance.

20.4 Termination Right

If a Force Majeure Event continues for more than thirty (30) consecutive days and materially prevents performance, either party may terminate this Agreement by written notice to the other party. On such termination, where the Participant has paid the Account Price for an active Funded Evaluation Account and has not materially used the Services within the meaning of 15.8(b) since the onset of the Force Majeure Event, the Company shall refund the unused portion of the Account Price on a pro-rata basis. Where the Participant has materially used the Services, no refund is owed.

20.5 No Liability

Neither party shall be liable to the other for any failure or delay in performance to the extent caused by a Force Majeure Event, save for amounts already due and payable at the time the Force Majeure Event commenced.

Chapter 21 SURVIVABILITY

21.1 Survival of Terms

The representations, warranties, duties, and covenants made by you under this Agreement will survive the termination of this Agreement or the Services, including, but not limited to your duty to indemnify and defend the Company, and the obligations expressly designated as surviving termination in 15.6 of these Terms.

Chapter 22 SEVERABILITY

22.1 Severability Clause

- (a) Where any term or condition of this Agreement is found invalid or unenforceable by a court, arbitrator, or other tribunal of competent jurisdiction, the remaining terms and conditions of this Agreement shall remain in full force and effect.
- (b) Where the offending term can be modified by reading it down, in accordance with the Read-Down Principle (1.5(v)(ii)), to the minimum extent necessary to render it valid and enforceable in the relevant jurisdiction in respect of a non-Consumer Participant, the parties intend the term to apply as so read down rather than be struck out entirely. This intention applies in particular, and only as against non-Consumer Participants, to liability-cap provisions (16.2), discretion clauses, modification provisions (1.3), forfeiture provisions (7, 28.4, 28.6), and the 17.4 pre-crystallisation review mechanism. Notwithstanding any provision of these Terms, where the Participant qualifies as a Consumer (1.5(x)) under EU law, any contractual term that has not been individually negotiated and which causes a significant imbalance in the parties' rights and obligations to the detriment of the Consumer shall not be binding on the Consumer, pursuant to Article 6(1) of [Council Directive 93/13/EEC on unfair terms in consumer contracts](#), and shall be severed in its entirety in respect of that Consumer's claim in accordance with [CJEU Case C-260/18 Dziubak](#).
- (c) Where a term is held unfair against a Participant qualifying as a Consumer (1.5(x)) under applicable mandatory consumer-protection law, the term shall be severed in its entirety in respect of that Consumer's claim, in accordance with the Read-Down Principle (1.5(v)(i)) and Article 6(1) of Council Directive 93/13/EEC as interpreted in CJEU Case C-260/18 Dziubak, and shall not be read down or otherwise modified by the tribunal as against that Consumer. The remainder of the Agreement, including the same term as applied to non-Consumers, shall continue in full force.

22.2 Replacement by Minimum-Compliant Equivalent

Where a court, arbitrator, or other tribunal of competent jurisdiction strikes a term entirely and the Read-Down Principle (1.5(v)) cannot be applied to that term consistently with applicable mandatory law, the parties shall replace the struck term with a term that:

- (a) is enforceable under the applicable mandatory law;
- (b) most closely reflects the commercial purpose and economic effect of the original term; and
- (c) is the most protective equivalent that the applicable mandatory law permits the Company to incorporate. The replacement term shall apply from the date of the determination, prospectively only.

Chapter 23 INTERPRETATION

23.1 No Contra Proferentem

In construing this Agreement: (a) Where the counterparty is a business, an Affiliate operating in the course of trade, or any other Participant who is not a Consumer (1.5(x)), this Agreement shall be deemed to have been drafted by both parties, and the terms shall not be interpreted against the drafter; the parties acknowledge that this Agreement is the product of commercial negotiation between sophisticated parties. (b) Where the counterparty is a Consumer (1.5(x)), any ambiguity shall be interpreted in favour of the Consumer in accordance with Article 5 of Council Directive 93/13/EEC and any equivalent mandatory rule applicable through Regulation (EC) No 593/2008 (Rome I), Article 6.

Chapter 24 ASSIGNMENT

24.1 Assignment Restrictions

- (a)** The Participant is prohibited from assigning the Participant's rights and duties under this Agreement. **(b)** The Company may assign its rights and duties under this Agreement, including in connection with a sale of the Company, a merger or acquisition, a corporate restructuring, or the sale or transfer of all or substantially all of its Services. **(c)** The Company shall give the Participant notice of any assignment that materially affects the Participant's position under this Agreement, such notice to be given at least thirty (30) days before the effective date of the assignment, by email or dashboard message. Where the assignment is to a successor entity that intends to operate the Services on the same material terms, no such notice is required. **(d)** Where the Participant is a Consumer (1.5(x)) and the assignment materially adversely affects the Consumer's position under this Agreement, the Consumer may terminate this Agreement by notice given before the effective date of the assignment and shall receive a pro-rata refund of any unused portion of the Account Price for active Funded Evaluation Accounts.

Chapter 25 WAIVER

25.1 No Implied Waiver

No term or condition of this Agreement or breach of this Agreement will be deemed to have been waived or consented to, unless said waiver is in writing and signed by the party to be charged.

Chapter 26 ENTIRE AGREEMENT

26.1 Integration Clause

This Agreement, together with the Component Documents incorporated by reference under 1.5(nn) (Privacy Policy, Cookie Policy, AML/KYC Policy, Refund Policy, and Plan Specification), constitutes the entire agreement between the Company and the Participant regarding the use of the Services and supersedes all prior understandings, agreements, or representations between the Company and the Participant, whether written or oral. For the avoidance of doubt, references in this 26.1 to "this Agreement" include the Component Documents. Nothing in this 26.1 limits or excludes any liability for fraudulent misrepresentation or any other liability that cannot be lawfully limited or excluded under applicable mandatory law.

Chapter 27 AFFILIATE PROGRAM

27.1 Automatic Enrollment

Participants gain access to the Affiliate Program, but participation is voluntary. A participant becomes an active affiliate only by engaging in affiliate-related actions such as generating a referral link, sharing affiliate content, or accessing the affiliate dashboard. Participants who do not perform affiliate-related actions are not considered active affiliates.

27.2 Consent to Affiliate Agreement (Click-Through)

Access to the active Affiliate Program requires the Participant to:

- (a)** review the full text of the NEOMAAA Funded Affiliate Agreement (28);
- (b)** provide explicit acceptance via a click-through mechanism on the Affiliate Dashboard (e.g., a checkbox followed by an 'I accept the Affiliate Agreement' button); and
- (c)** receive an email confirmation summarising the key commission rates, payment schedule, and termination provisions.

Until all three steps are completed, generation of a referral link, sharing of affiliate content, or access to affiliate materials shall not, by itself, constitute acceptance of the Affiliate Agreement. Commissions earned during such pre-acceptance period, if any, shall be paid in accordance with the Tier 1 base rate published on the Company website at the time of the underlying sale, on the same payment schedule applicable to active Affiliates.

Personal data collected during the pre-acceptance period for the purpose of fraud-prevention, traffic-validation, and account creation is processed by the Company on the basis of Article 6(1)(b) (contract performance the underlying NEOMAAA Funded user account) and Article 6(1)(f) (legitimate interests in fraud prevention) of the GDPR.

Chapter 28 NEOMAAA FUNDED AFFILIATE AGREEMENT

28.1 Purpose of This Agreement

The purpose of this Agreement is to outline the conditions under which the Affiliate may promote NEOMAAA Funded and receive commissions for successful referrals.

28.2 Affiliate Responsibilities

Promote NEOMAAA Funded ethically, accurately, and professionally. Avoid deceptive, misleading, fraudulent, or unethical marketing practices. Maintain a respectful tone and protect NEOMAAA Funded's reputation in all public communications, in accordance with 14 of these Terms and Conditions. Handle complaints from referred clients and collaborate in conflict resolution. Strictly prohibited from using paid ads (e.g. Google Ads, Meta Ads) using NEOMAAA Funded's name, branding, or logos. If the Affiliate targets users in the European Union or UK, they are solely responsible for ensuring compliance with GDPR and other applicable data protection laws. A breach of 14 of these Terms and Conditions automatically constitutes a breach of this Agreement, pursuant to 14.14.

28.3 Company Rights and Limitation of Liability

- (a) **Modification.** NEOMAAA Funded may modify this Agreement subject to the same modification regime as 1.3 of the Terms (immediate effect for compliance/security/fraud changes; fourteen (14) days' prior notice for material commercial changes; no retroactive reduction of commissions already earned and crystallised at the date of modification).
- (b) **Termination for cause.** NEOMAAA Funded may terminate this Agreement with immediate effect and without prior notice where the Affiliate has engaged in any conduct described in 28.4 (Fraudulent Activity); has materially breached 28.7 (Intellectual Property and Brand Usage); has become subject to insolvency proceedings; or where required by court order, regulator, or sanctions regime.
- (c) **Termination for convenience.** NEOMAAA Funded may terminate this Agreement for convenience with thirty (30) days' prior written notice (by email or Affiliate Dashboard message). Where termination for convenience occurs, all commissions that have crystallised under 28.5 and that are not subject to chargeback or fraud review at the date of termination shall be paid in the next regular pay cycle following the effective termination date, or within thirty (30) days, whichever is earlier.
- (d) **Limitation of liability.** NEOMAAA Funded is not responsible for any financial loss suffered by the Affiliate as a result of changes lawfully made under (a) or termination lawfully made under (b) or (c). In no event shall NEOMAAA Funded's total aggregate liability under this Agreement exceed the total commissions paid to the Affiliate in the twelve (12) months preceding the event giving rise to the claim. NEOMAAA Funded shall not be liable for indirect, special, incidental, or consequential damages (including loss of profits or business opportunities).

28.4 Fraudulent Activity

- (a) The Company may, in its reasonable discretion acting in good faith and on the basis of objective evidence reasonably documented to the Affiliate, withhold or recover accrued commissions and terminate this Agreement for cause where the Company determines that: (i) leads or referrals attributable to the Affiliate are fabricated, generated by automated means without genuine user intent, or otherwise do not represent bona fide referrals; (ii) traffic is sourced from prohibited methods, including bot networks, click fraud, click farms, or incentivised traffic without the disclosure required by applicable advertising and consumer-protection law; (iii) the Affiliate has self-referred, used family-member or otherwise connected accounts, or facilitated such conduct by another Affiliate; (iv) the Affiliate has materially violated brand guidelines, made unauthorised use of the Company's trademarks, or otherwise breached 28.7; (v) chargebacks, refund requests, or fraud-related reversals attributable to Affiliate-referred customers exceed fifteen percent (15%) in any rolling ninety (90) day period; or (vi) the Affiliate has engaged in any conduct constituting fraud, money laundering, or sanctions evasion.
- (b) Procedure. Before invoking this clause, the Company shall provide the Affiliate with written notice (by email or Affiliate Dashboard message) setting out the basis of the determination and a fourteen (14) day opportunity to respond and to provide counter-evidence. The Company shall consider any timely response in good faith before issuing a final decision. The Company may, however, suspend the Affiliate account immediately pending the conclusion of this procedure where the Company reasonably believes that immediate suspension is required to prevent ongoing fraud, financial harm, or reputational harm.
- (c) Scope of forfeiture. Forfeiture under this Section may, where warranted by the conduct, extend to all commissions earned by the Affiliate during any period in which the prohibited conduct occurred. Where the prohibited conduct is isolated to specific referrals or to a discrete time window, forfeiture shall be limited to commissions attributable to those referrals or to that window.
- (d) Legal action. The Company reserves all rights to pursue legal action and recovery of damages in addition to forfeiture.

28.5 Commission Structure and Performance Ambassador Status

The Company may adjust commission rates and tier thresholds with seven (7) days' prior notice via email or the Affiliate Dashboard for prospective sales. Continued participation following the notice period implies acceptance for prospective sales. Adjustments to commission rates do not affect commissions already earned and crystallised before the effective date of the adjustment.

Ambassador Program Second-Tier Commissions. Certain Affiliates designated as Ambassadors may receive 5% of the value of each sale made by Affiliates they have personally referred ('Second-Tier Commissions'). Valid only for approved Ambassador relationships.

The Company may revoke Ambassador status (a) immediately for cause where any of the triggers in 28.4 apply to the Ambassador or to a second-tier Affiliate the

Ambassador recruited and where the Ambassador knew or should have known of the prohibited conduct; or (b) for convenience with thirty (30) days' prior written notice. Second-Tier Commissions earned on sales completed before the effective revocation date shall be paid in full according to the Ambassador rate applicable on the date of the underlying sale, in the next regular pay cycle following the effective revocation date.

The Company may amend the Ambassador commission rate prospectively with thirty (30) days' notice; in-flight pipeline Second-Tier Commissions on sales completed before the effective amendment date shall be honoured at the rate applicable on the date of the underlying sale.

28.6 Termination

- (a) NEOMAAA Funded may terminate this Agreement (i) with immediate effect for cause under 28.3(b) or 28.4; or (ii) for convenience with thirty (30) days' prior written notice under 28.3(c). The Affiliate may terminate this Agreement at any time with seven (7) days' prior written notice via email or the Affiliate Dashboard.
- (b) Cure period for curable breach. For breaches of this Agreement that are capable of cure and that do not fall within 28.4 (Fraudulent Activity), 28.7 (Intellectual Property), or any regulatory or AML obligation, the Company shall, where reasonably practicable, give the Affiliate seven (7) days' written notice and an opportunity to cure the breach before terminating this Agreement.
- (c) Effect on commissions. (i) If terminated for fraud or 28.4 conduct, commissions earned during any period in which the prohibited conduct occurred may be forfeited in accordance with 28.4(c). Commissions earned on validated, breach-unaffected referrals during periods clearly preceding the prohibited conduct shall be paid in the next regular pay cycle. (ii) If terminated for cause under 28.3(b) or 28.7 (other than fraud under 28.4), only commissions directly attributable to the breach may be forfeited; other crystallised commissions shall be paid within thirty (30) days of the effective termination date. (iii) If terminated by the Company for convenience under 28.3(c), or by the Affiliate under (a), all commissions earned and crystallised at the date of termination shall be paid within thirty (30) days of the effective termination date.
- (d) Survival. 28.4 (Fraud for past conduct), 28.7 (Intellectual Property), 28.10 (General Conditions), and 19 (Litigation) survive termination of this Agreement.

28.7 Intellectual Property and Brand Usage

NEOMAAA Funded retains all intellectual property rights, including trademarks, logos, and materials. Affiliates are granted a non-exclusive, non-transferable, revocable license to use official promotional content only during the term of this Agreement. Unauthorized modifications or redistribution of content is strictly prohibited.

28.8 Modifications and Policies

NEOMAAA Funded may update this Agreement at any time. Changes will be notified via email or the dashboard with seven (7) days' notice. Continued participation constitutes acceptance of changes. This Agreement incorporates by reference all applicable policies published in the Affiliate Dashboard, including but not limited to: the Acceptable Use

Policy, Cookie Policy, and Promotion Terms.

28.9 Governing Law and Dispute Resolution

The governing law and dispute resolution provisions applicable to this Affiliate Agreement are those set out in Chapter 19 (Governing Law and Dispute Resolution) of the NEOMAAA Funded Terms & Conditions.

28.10 General Conditions and Legal Safeguards

- (a)** Interpretation. Where any provision of this Agreement is genuinely ambiguous, the parties shall first seek to resolve the ambiguity by reference to the agreed commercial purpose of this Agreement. Where ambiguity persists, the dispute-resolution mechanism in 28.9 applies. Where the Affiliate qualifies as a Consumer (1.5(x)), Article 5 of Council Directive 93/13/EEC shall apply.
- (b)** Surviving claims. Termination of this Agreement does not affect any claim that has already accrued at the date of termination, including any claim for commissions confirmed in writing or for which all conditions to crystallisation have been met. Future claims arising from conduct occurring before the date of termination are preserved subject to the limitation period in 16.5 (one year from accrual). Claims relating to changes in program terms made in compliance with the modification regime in 28.3(a) are not subject to dispute except where the change itself was made in breach of this Agreement.
- (c)** Notices. Material notices to the Affiliate shall be sent by both (i) posting in the Affiliate Dashboard and (ii) email to the Affiliate's registered email address. Notice is deemed given on the earlier of (a) the second business day after both methods of delivery, or (b) actual receipt by the Affiliate. Where the Affiliate has not logged in to the Dashboard for sixty (60) consecutive days, the Company may rely on email as a sole notice channel for purposes of this Section.
- (d)** Acceptance. The Affiliate's acceptance of this Agreement is established under 27.2 (click-through acceptance with email confirmation). By registering as an active Affiliate of NEOMAAA Funded through the 27.2 process, the Affiliate acknowledges that the Affiliate has read, understood, and agreed to these terms.
- (e)** Mandatory law. Nothing in this 28.10 limits any right of the Affiliate that cannot lawfully be excluded under mandatory consumer-protection law of the Affiliate's country of habitual residence, including under Council Directive 93/13/EEC where applicable.

Chapter 29 DATA PROTECTION AND PRIVACY TERMS

29.0 Regulatory Framework Note

The data-protection terms in this Chapter 29 are framed by reference to:

- (a) [Regulation \(EU\) 2016/679 \(GDPR\)](#);
- (b) the United Kingdom GDPR as retained and amended under the Data Protection Act 2018;
- (c) [UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data \(the 'UAE PDPL'\)](#); UAE Cabinet Resolution No. 134 of 2025 (in force 14 December 2025) (implementing measures within the UAE AML/CFT framework); and
- (d) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act (CCPA/CPRA). The Company notes that, as at the Effective Date of these Terms, the Executive Regulations to the UAE PDPL contemplated by Article 47 of the PDPL have not yet been issued by the UAE Cabinet. References in this Chapter 29 and in 6.6 to the UAE PDPL and to 'implementing regulations issued by the UAE Data Office' shall be construed accordingly. The Company will update its data-protection practices and these Terms in line with those Executive Regulations within the implementation period prescribed therein upon their issuance, and will publish a corresponding update to its Privacy Policy. Nothing in this 29.0 operates to reduce any right of a Participant under any of the foregoing frameworks that is presently in force.

29.1 Categories of Personal Data Collected

We collect the following categories of personal data:

- (a) Identity data: full name, date of birth, nationality, country of residence, government-issued identification documents (passport, national ID, driver's licence) collected for KYC/AML compliance under 6.4. (b) Contact data: email address, phone number, postal address, billing address. (c) Account data: username, password (stored hashed and salted), account preferences, communication preferences, account status. (d) Payment data: payment-instrument details (handled by third-party PSPs see 29.6), billing history, transaction logs. (e) Behavioural data: trading activity logs, dashboard interactions, IP address, device and browser characteristics, time-zone, log-in patterns. (f) Compliance data: sanctions-screening results, source-of-funds declarations where required by law, fraud-prevention scoring, AML risk assessment. (g) Communications data: support tickets, chat transcripts, email correspondence with the Company.

Where personal data is provided by the Participant, the Participant is responsible for ensuring the information is truthful, complete, and up to date, and shall promptly notify the Company of any changes.

Special category data. We do not collect special category data within the meaning of GDPR Article 9 (e.g., race, religion, biometric data for identification, health data) unless the Participant explicitly consents to a specific processing purpose. Identity-document

images are processed for identity verification under Article 6(1)(c) (AML legal obligation) and are not treated as biometric data under Article 9 unless used for biometric identification.

29.2 Information Automatically Collected

During your visit, usage, or navigation of the Services, certain information is automatically collected by us. This information, while not revealing your specific identity (e.g. name or contact details), may include device and usage data such as IP address, browser and device specifications, operating system, language preferences, source URLs, device name, country, location, usage information of our Services, and other technical details. This information is mainly utilized for ensuring the security and functioning of our Services, as well as for internal analysis and reporting purposes. Similar to other businesses, we also gather information through the use of cookies and similar technologies.

29.3 We Collect Information

Log and Usage Data: This refers to information related to service, diagnostics, usage, and performance, which our servers automatically gather when you access or utilize our Services. This data is stored in log files and may include details like your IP address, device information, browser type and settings, and information about your activities within the Services (such as timestamps of usage, pages/files viewed, searches performed, and other actions like feature usage), and device event information (such as system activity, error reports, and hardware configurations), depending on your interaction with us.

29.4 How Do We Process Your Information?

Your personal information is processed by us for several purposes, based on your interaction with our Services. These may include: Easing account creation and authentication and identifying fraudulent activity. We may use your information to seek feedback and communicate with you regarding your usage of our Services. Processing of your information may also occur when necessary to protect someone's vital interests, for instance, to prevent harm.

29.5 Legal Bases for Processing (Per Purpose)

We process personal data on the following legal bases under Article 6(1) of the GDPR (and equivalent provisions under the UK GDPR and UAE PDPL), each tied to a specific purpose:

PURPOSE 1 Account creation, authentication, and contract performance. Basis: Article 6(1)(b) (performance of contract).

PURPOSE 2 KYC, AML, and sanctions compliance. Basis: Article 6(1)(c) (legal obligation under UAE Federal Decree-Law No. 20 of 2018 as superseded by Federal Decree-Law No. 10 of 2025; FATF Recommendations 10, 12, and 19; equivalent EU and national AML laws).

PURPOSE 3 Fraud prevention, platform integrity, and prohibited-trading detection.

Basis: Article 6(1)(f) (legitimate interests of the Company in protecting platform integrity and the legitimate interests of other Participants and third parties), balanced against the rights and freedoms of the Participant.

PURPOSE 4 Marketing communications. Basis: Article 6(1)(a) (consent under 6.3(b)). Withdrawable at any time without affecting the lawfulness of prior processing.

PURPOSE 5 Cookies, analytics, and platform optimization. Basis: Article 6(1)(a) (consent collected via cookie banner, where non-essential) and ePrivacy Directive 2002/58/EC. Strictly necessary cookies do not require consent.

PURPOSE 6 Legal claims, regulatory cooperation, and compliance with court orders. Basis: Article 6(1)(c) (legal obligation) and Article 6(1)(f) (legitimate interest in establishing, exercising, or defending legal claims).

PURPOSE 7 Customer support and dispute resolution. Basis: Article 6(1)(b) (performance of contract) and Article 6(1)(f) (legitimate interests in resolving disputes efficiently).

If you are a Canadian resident, this section is supplemented by PIPEDA. We process your personal data only with your express or implied consent except where the law permits processing without consent (fraud investigation, legal compliance, etc.).

29.6 Recipients and International Transfers

(a) Categories of recipients. We share personal data with the following categories of recipients, each bound by appropriate confidentiality and data-protection obligations through written contracts: (i) Payment service providers (for transaction processing, chargeback handling, and refunds); (ii) KYC/AML and identity-verification service providers; (iii) Cloud infrastructure and content-delivery providers; (iv) Customer-support and helpdesk platforms; (v) CRM, email-delivery, and marketing-automation providers; (vi) Analytics, observability, and platform-optimization providers; (vii) Trading-platform vendors (MetaQuotes Ltd. (Cyprus) for MetaTrader 5; Quadcode Solutions O for TradeLocker); (viii) Professional advisers (legal, accounting, audit, tax); (ix) Regulators, supervisory authorities, courts, and law-enforcement agencies where required by law; (x) Successor entities in connection with a merger, acquisition, or sale of all or substantially all of the Company's assets.

Participants may request a list of the specific service providers in each category at the time of the request by writing to privacy@neomaaafunded.com.

(b) International transfers of personal data take place to the following identified recipients:

- (i)** MetaQuotes Ltd. (Cyprus) for MT5 platform operation;
- (ii)** Quadcode Solutions O (trading as TradeLocker) relevant servers in Australia and EU for TradeLocker platform operation;
- (iii)** Group entities and service providers located in the United Arab Emirates. Each transfer is governed by Standard Contractual Clauses ([Commission Implementing Decision \(EU\) 2021/914](#)) or applicable adequacy decisions, where required under Articles 44-49 GDPR. As a UAE-incorporated entity, the Company processes EU/EEA/UK personal data partly in the United Arab

Emirates, which has not been the subject of an adequacy decision by the European Commission. Supplementary technical and organisational measures include encryption at rest (AES-256) and in transit (TLS 1.2+), access controls, and contractual restrictions on onward transfer.

Participants may request a copy of the SCCs and supplementary measures by writing to privacy@neomaaafunded.com.

29.7 Do We Use Cookies and Other Tracking Technologies?

The use of cookies and other tracking technologies (e.g. web beacons, pixels) may allow access or storage of information. Our Cookie Notice provides detailed information on our usage of these technologies and offers options to decline certain cookies. We also utilize various tracking methods such as Google AdWords, Meta Advertising, and Google Analytics to gather and store data on user interactions with our websites.

29.8 Retention Periods

We retain personal data only as long as necessary for the purposes for which it was collected, except where a longer period is required by law. The retention periods applicable to each category are:

- (a)** KYC/AML records (identity documents, sanctions-screening results, source-of-funds declarations): five (5) years after the end of the business relationship with the Participant, as required by UAE Federal Decree-Law No. 20 of 2018 (as amended) and FATF Recommendation 11.
- (b)** Transaction records and payment data: seven (7) years from the date of the transaction, for tax, audit, and accounting purposes.
- (c)** Account data and trading activity logs: for the duration of the account plus three (3) years post-closure, for fraud-prevention, dispute-resolution, and legal-claim purposes.
- (d)** Marketing-consent records: until consent is withdrawn plus three (3) years (to demonstrate the lawfulness of historic processing under GDPR Art. 7(1)).
- (e)** Cookies and analytics data: maximum thirteen (13) months for analytics; session length for strictly necessary cookies.
- (f)** Customer-support tickets: three (3) years from closure.
- (g)** Backup data: rolling thirty (30) day backup cycle; full deletion of any record from backups within ninety (90) days of primary record deletion.

After the applicable retention period, personal data is either deleted or irreversibly anonymised. Where deletion is not technically feasible (for example, in immutable backup snapshots), we securely segregate the data and restrict access until deletion becomes feasible.

29.9 How Do We Keep Your Information Safe?

We have taken necessary and reasonable technical and organizational measures to secure personal information in our possession. However, the Internet and information storage technology are not foolproof, so we cannot guarantee that your information will not be accessed, stolen, or altered by unauthorized third parties. While we strive to protect your personal information, it is your responsibility to ensure the safety of the information you transmit through our Services. Use caution when using the Services and only in a secure environment.

29.10 Do We Collect Information from Minors?

We do not knowingly collect data from or market to individuals under 18 years of age. By using the Services, you affirm that you are at least 18 years old or that you are the parent or guardian of a minor and consent to their use of the Services. If we learn that personal information has been collected from a user under age 18 without verification of parental consent, we will delete that information and disable the associated account. If you become aware of any data we may have collected from a minor, please contact us immediately at privacy@neomaaafunded.com.

29.11 Your Privacy Rights

Participants located in the EU/EEA, UK, UAE, or California have the following rights in respect of their personal data. The Company will respond to any request within one (1) month of receipt, extendable by a further two (2) months where the request is complex or numerous, with notice to the Participant within one (1) month of receipt of the request together with the reasons for the delay, in accordance with Article 12(3) GDPR.

(a) Right of access (GDPR Art. 15); (b) Right to rectification (Art. 16); (c) Right to erasure / 'right to be forgotten' (Art. 17), subject to exceptions including legal-obligation retention under 29.8; (d) Right to restriction of processing (Art. 18); (e) Right to data portability (Art. 20), where processing is based on consent or contract and is carried out by automated means; (f) Right to object to processing based on legitimate interests (Art. 21); (g) Right to withdraw consent at any time (Art. 7(3)) without affecting the lawfulness of processing before withdrawal; (h) Right not to be subject to a decision based solely on automated processing that produces legal or similarly significant effects ([Article 22 GDPR](#)). Automated decision-making for fraud prevention purposes shall be limited to detection mechanisms expressly permitted under Article 22(2)(a) (c) GDPR, with human review available on request under Article 22(3). Where the Company uses automated systems to detect prohibited trading practices or to conduct the Post-Crystallisation Compliance Review (17.2), decisions to suspend, terminate, claw back, or set off shall, on the Participant's written request, be reviewed by a human decision-maker before becoming final, save where the decision is required for fraud prevention or legal-compliance reasons under 1.3(a); (i) Right to lodge a complaint with the supervisory authority of the Participant's habitual residence within the European Economic Area (EEA), with the United Kingdom Information Commissioner's Office (ICO) where applicable, or with the UAE Data Office in accordance with the UAE PDPL. The list of EEA supervisory authorities is maintained by the European Data Protection Board at https://edpb.europa.eu/about-edpb/about-edpb/members_en.

Manifestly unfounded or excessive requests. Where a request is manifestly unfounded or excessive, in particular because of its repetitive character, the Company may, in accordance with Article 12(5) GDPR, charge a reasonable fee taking into account the administrative costs, or refuse to act on the request, in each case with notice to the Participant.

To exercise any right, please contact privacy@neomaaafunded.com.

29.12 Do-Not-Track and Global Privacy Control

Most web browsers and some mobile operating systems include a Do-Not-Track ('DNT') feature or setting that can be activated to signal a privacy preference against the monitoring and collection of online browsing activity data. There is no uniform standard for recognising and implementing DNT signals, and therefore, the Company does not currently respond to DNT signals.

The Company honours Global Privacy Control (GPC) signals as a valid opt-out request under [California Consumer Privacy Act 1798.135](#) and the California Attorney General's guidance. Participants may exercise their right to opt out of the sale or sharing of personal information, including for cross-context behavioural advertising, under [CCPA 1798.120](#). Where a GPC signal is detected, the Company shall treat it as an opt-out from the sale and sharing of personal information under the CCPA/CPRA and process the request accordingly.

Participants also have the right to limit the use and disclosure of their sensitive personal information (including geolocation data and government identifiers) to uses reasonably necessary to perform the requested Services, under [CCPA 1798.121](#). To exercise this right, contact privacy@neomaaafunded.com with subject line 'Limit Use of Sensitive PI'.

29.13 California Residents Privacy Rights

If you are a California resident, you are entitled to certain rights under the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA), including: The right to request information about the categories and specific pieces of personal data collected (with a 12-month look-back period under 1798.110(a)); The right to request deletion of your personal data; The right to correct inaccurate personal information (1798.106); The right to limit the use and disclosure of sensitive personal information (1798.121); The right to opt out of the sale or sharing of personal data (we do not sell personal data); The right to non-discrimination for exercising privacy rights (1798.125). For the complete and authoritative list of California privacy rights and the procedures for exercising them, see 13 of the Privacy Policy at <https://neomaaafunded.com/privacy-policy/>. To submit a request, please contact us at privacy@neomaaafunded.com and include 'California Privacy Rights' in the subject line.

29.14 Contact Information

If you have any questions or comments about this 29 of these Terms and Conditions or how we handle your data, you may contact us at: Email (privacy): privacy@neomaaafunded.com Email (general): support@neomaaafunded.com Email (compliance/AML): compliance@neomaaafunded.com Email (legal/withdrawal): legal@neomaaafunded.com Website: neomaaafunded.com

29.15 EU and UK Representatives, EU Data Act Representative, and Privacy Contact (DPO Designation in Progress)

Participants may contact the Company on all data-protection matters arising under [Regulation \(EU\) 2016/679 \(GDPR\)](#), the United Kingdom General Data Protection Regulation (UK-GDPR), [Regulation \(EU\) 2023/2854 \(Data Act\)](#), and UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (the 'UAE PDPL') at

privacy@neomaaafunded.com, which currently serves as the Privacy Contact pending the formal designation of a Data Protection Officer ("DPO") under Article 37 GDPR.

The Company has appointed ****Prighter GmbH**** (Paragon 1, Schwarzenbergplatz 4, 1030 Vienna, Austria) as its **EU Representative** under [Article 27 GDPR](#) for Participants located in the European Economic Area, and **Prighter Ltd** (20 Mortlake High Street, London, SW14 8JN, United Kingdom; Companies House 12854033) as its **UK Representative** under Article 27 UK-GDPR for Participants located in the United Kingdom. The full contact details of the EU Representative and the UK Representative (legal names, postal addresses, and dedicated Trust Center URL <https://app.prighter.com/portal/neomaaafunded>) are published in the Company's Privacy Policy at 16.1 (EU and UK Privacy Representative under Article 27 GDPR and Article 27 UK-GDPR). Participants in those regions may also direct Article 27 requests to privacy@neomaaafunded.com with the subject line "EU/UK Representative Art. 27 Request".

The Company has additionally appointed Prighter Group as its representative under [Article 37 of the EU Data Act \(\(EU\) 2023/2854\)](#). Prighter Group serves as the addressee for competent authorities, users and other stakeholders in the European Union on all matters related to the Data Act. The Data Act contact details (including the digital governance portal at <https://app.prighter.com/portal/12944912068>) are published in the Privacy Policy at 16.2.

The formal designation of a DPO under [Article 37 GDPR](#) is currently in progress. Pending completion of that process, all data-protection queries, data-subject access requests under [Articles 15 22 GDPR](#), UK-GDPR data-subject requests, UAE PDPL data-subject requests under Articles 13 18 of the PDPL, and equivalent CCPA requests are handled centrally by the Company's Legal & Compliance team via privacy@neomaaafunded.com. Once the designation is completed, the DPO's contact details will be published in the Privacy Policy at 16.3, notified to the competent supervisory authority pursuant to [Article 37\(7\) GDPR](#) (such notification, where required, being effected through the Company's EU and UK Representative under Article 27 GDPR), and reflected in this 29.15. The Company shall reassess its DPO designation arrangements at least annually.

Chapter 30 BRAND PROTECTION AND ANTI-DEFAMATION

30.1 Mutual Respect

The Participant and the Company each undertake to act in good faith toward the other and to refrain from any conduct, statement, or publication that is materially false, misleading, or intended to harm the reputation, business, or commercial interests of the other party.

30.2 Permitted Criticism

Nothing in this 30 restricts the Participant's right to:

- (a) provide honest, factually accurate, and good-faith reviews, comments, or feedback about the Services on independent review platforms (including, without limitation, Trustpilot, Google Reviews, and Forex Peace Army);
- (b) communicate freely with regulators, supervisory authorities, courts, and law-enforcement agencies, including filing complaints in good faith;
- (c) discuss the Participant's own experience with the Services in any non-defamatory, non-harassing manner; or
- (d) exercise any right of free expression protected by applicable mandatory law.

30.3 Prohibited Conduct

The Participant shall not, without limiting 30.1:

- (a) publish, distribute, or share any statement of fact about the Company that the Participant knows to be false or that the Participant has no reasonable basis to believe is true;
- (b) impersonate the Company, any Company officer, employee, affiliate, or other Participant in any communication, including on social media;
- (c) use the Company's trademarks, trade names, logos, or copyrighted material in any manner that is misleading, deceptive, or likely to cause consumer confusion as to source, sponsorship, or endorsement;
- (d) engage in coordinated inauthentic behaviour, including the use of bots, fake accounts, paid-review schemes, or astroturfing campaigns directed at the Company;
- (e) threaten, harass, or stalk Company personnel, including by publishing personal contact information of Company employees without consent ('doxxing');
- (f) misuse confidential information obtained through the Participant's relationship with the Company, including evaluation rules, internal pricing logic, dashboards, or non-public communications, in breach of 12.2 (Intellectual Property Reservation); or
- (g) engage in any conduct that constitutes defamation, libel, slander, or malicious falsehood under the law of the Participant's jurisdiction. Where the Participant is a

consumer as defined under applicable EU consumer-protection law or its national transposition in the Participant's country of habitual residence, this sub-paragraph

- (g)** applies only to conduct that constitutes a recognised civil wrong or criminal offence under the law of the Participant's country of habitual residence; UAE Federal Decree-Law No. 34 of 2021 on Countering Rumors and Cybercrimes applies to Participants who do not qualify as Consumers (1.5(x)) and to the Company's internal operational and security governance and does not form part of the consumer contractual obligations under this sub-paragraph (g).

30.4 Notice-and-Takedown

Where the Company becomes aware of content that the Company in good faith believes infringes 30.3, the Company may:

- (a)** issue a polite request to the Participant or the publisher to retract or correct the content;
- (b)** submit a takedown request to the relevant platform, including under 17 U.S.C. 512 (the U.S. Digital Millennium Copyright Act safe-harbour) where copyright is engaged, or under the platform's defamation-reporting process; and
- (c)** where
- (a)** and
- (b)** fail and the harm is material, pursue interim and final remedies under 19.4.

30.5 Counter-Notice and Restoration

If a Participant believes that content was removed or disabled in error, the Participant may submit a counter-notice in accordance with the relevant platform's process. The Company will not pursue further action under 30.4 against content that is reinstated following a valid counter-notice unless the Company obtains new evidence of the conduct prohibited by 30.3.

30.6 Survival

This 30 survives termination of this Agreement for any reason.

Chapter 31 NO RELIANCE / NO SIDE AGREEMENTS

31.1 Sole Source of Terms

The Participant acknowledges and agrees that the only authoritative sources of the terms governing the Participant's use of the Services are:

- (a) this Agreement;
- (b) the Service Guidelines published on neomaaafunded.com;
- (c) the Approved Builds Register published on help.neomaaafunded.com;
- (d) Promotion-specific terms published on the Company's promotion pages at the time of enrolment in the relevant Promotion; and
- (e) any written confirmation issued by an authorised officer of the Company under the Company's official letterhead or from an @neomaaafunded.com email address.

31.2 No Reliance on Third-Party Statements

The Participant has not relied, and shall not be entitled to rely, on any statement, representation, promise, projection, payment estimate, performance claim, or commitment made by any of the following sources, except to the extent such statement is incorporated into the official sources listed in 31.1:

- (a) Affiliates or Ambassadors marketing the Services on social media, video platforms, podcasts, Telegram, Discord, or any other channel;
- (b) influencers, reviewers, or third-party content creators;
- (c) third-party comparison sites, aggregators, or rating platforms;
- (d) employees, contractors, or representatives of the Company speaking outside their authority or outside official Company channels;
- (e) participants in unofficial community channels (Discord servers, Telegram groups, Reddit threads) regardless of whether such channels are moderated by the Company.

31.3 Apparent Authority

No employee, contractor, Affiliate, Ambassador, or representative of the Company has authority to modify this Agreement or to make binding commitments on behalf of the Company outside the scope expressly authorised in writing by an authorised officer. Statements made in customer-support chats, dashboards, or email correspondence are operational communications and do not modify this Agreement, save where they constitute a written confirmation under 31.1(e) and are explicitly so identified.

31.4 Affiliate Marketing Disclaimer

Affiliates and Ambassadors are independent contractors, not agents of the Company. The Company is not bound by any payment projection, simulated-performance claim, or commercial commitment made by an Affiliate or Ambassador. Where an Affiliate or Ambassador makes a claim that is inconsistent with this Agreement, the terms of this Agreement prevail.

Chapter 32 ANTI-CIRCUMVENTION

32.1 Anti-Circumvention Principle

The Participant shall not, directly or indirectly, do anything through a third party (whether paid, unpaid, automated, or otherwise) that the Participant is prohibited from doing directly under this Agreement. Without limitation, the Participant shall not:

- (a) Use any third-party service, intermediary, agent, contractor, or automated tool to perform any act prohibited under 7.4, 7.5, 7.10, or 7.12 (Prohibited Trading, Prohibited Trading Practices, Third-Party Access, Multiple Account Violations);
- (b) Engage any third party to evade IP-monitoring, geolocation, device-fingerprinting, or any other detection or monitoring system operated by the Company under 7.10.1(l), 7.10.1(m), and 7.10.2(e), and any analogous provisions of 7.10;
- (c) Use any third party as a conduit to access the Services from a Restricted Country under 7.17, including by employing residents of non-Restricted Countries to register and operate accounts on the Participant's behalf;
- (d) Use any third party to publish, distribute, share, or amplify any content that the Participant would be prohibited from publishing under Chapter 14 or Chapter 30 (including paid-for negative reviews, sponsored disparagement, coordinated review-bombing, doxxing of Company personnel, or impersonation);
- (e) Use any nominee, straw person, family member, friend, or other related party to hold or operate accounts in circumvention of the personal-use requirement in 7.10.2 or the multi-account limit in 7.12(A).

32.2 Consequences

Any act done by a third party at the Participant's direction, on the Participant's behalf, with the Participant's knowledge, or in circumstances where the Participant ought reasonably to have known of the act, shall be deemed an act of the Participant for all purposes of this Agreement. The Participant shall be subject, after the procedural process in 7.5.1, to the same consequences as if the Participant had performed the act directly, including without limitation account suspension, termination, forfeiture of non-Crystallised Benefit Program Amounts, clawback under 17.8, and ban from further Services.

32.3 Evidentiary Standard

Where the Company presents objective and documented evidence indicating that an act prohibited under 32.1 has been performed by or for the Participant, the Participant bears the evidentiary burden of demonstrating to a reasonable standard that the act was not directed by, performed on behalf of, or known to the Participant. The Company's determination is made in its reasonable discretion, exercised in good faith, on the basis of documented evidence, and is subject to the internal-review right described in 7.5.1(e).

ANNEX A MODEL WITHDRAWAL FORM

(Only complete and return this form if you wish to withdraw from the contract.)

To: Neom Triple A Information Technology LLC, The Binary by Omniyat, Office 2114, Business Bay, Dubai, United Arab Emirates. Email: legal@neomaaafunded.com

I/We hereby give notice that I/We withdraw from my/our contract for the supply of the following service:

[Identify the Service, including Account ID where applicable]

Ordered on: [DD/MM/YYYY]

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper):

Date: [DD/MM/YYYY]

Delete as appropriate.

This form reflects Annex I(B) of Directive 2011/83/EU on consumer rights.

ANNEX B LEGACY PROGRAMMES

B.1 Scope and Purpose

This Annex B governs the Legacy Products defined in 1.5(g) of these Terms. The provisions previously published in Chapter 10 of earlier versions of these Terms are re-located, in their entirety and without substantive modification (save as expressly noted in B.4 below), to this Annex B. The Chapter 10 placeholder in the body of these Terms (captioned "Reserved") preserves the numbering of subsequent Chapters and cross-references; the operative provisions for Legacy Products are set out below.

B.2 List of Legacy Programmes

As at the Publication Date, the following products are designated Legacy Programmes within the meaning of 1.5(g):

- (a) Crypto 2-Step Evaluation** a Funded Evaluation Account (1.5(f)) with a two-phase Evaluation Phase and a simulated-instrument universe limited to Crypto-based instruments as published in the legacy Plan Specification (1.5(z));
- (b) Crypto 1-Step Evaluation** a Funded Evaluation Account with a single-phase Evaluation Phase and a Crypto-based simulated-instrument universe;
- (c) Crypto Express Evaluation** an Express Evaluation Account (1.5(m)) with a Crypto-based simulated-instrument universe.

The Company may, by published amendment to the Plan Specification, add further Legacy Programmes to this list with effect prospectively.

B.3 Continuing Application of Surviving Provisions

The Legacy Programmes listed in B.2 remain subject to all generally applicable provisions of these Terms, including, without limitation, 4 (Participant Representations), 6 7 (KYC/Verification, Trading Rules), 13 (Risk Disclosure), 17 (Benefit Program), 29 (Data Protection), the consumer-protection provisions of 15.8 (EU Consumer Withdrawal Right) and 15.9 (Modification Procedure), and the Refund Policy. Where a specific provision of these Terms is, by its terms, applicable only to the active v4.0/v4.0.1 product range, the Company shall publish, in the legacy Plan Specification for the relevant Legacy Programme, the substituted treatment applicable to that Legacy Programme.

B.4 Discontinuation and Refund or Transfer

Where the Company decides to discontinue a Legacy Programme to which a Participant holds an active paid Funded Evaluation Account at the time of the discontinuation notice:

- (a) Prior notice.** The Company shall notify the affected Participants by email to the address registered on the Participant's account with no less than thirty (30) calendar days prior to the effective date of discontinuation;
- (b) Participant election.** During the thirty (30) calendar day window described in (a) above, the Participant may, at the Participant's sole election communicated in writing to the Company, choose one of the following alternatives:
 - (i) Transfer.** Transfer of the active Funded Evaluation Account to a comparable non-Legacy simulated product on equivalent commercial terms (preserving the initial Simulated Capital tier, the fees paid by the Participant, and any progress

that has accrued at the date of the discontinuation notice), subject to reasonable adjustments necessary to accommodate structural differences between the products; or

- (ii) **Pro-rata refund.** Refund, on a pro-rata basis, of the unused portion of the Account Price paid by the Participant for the affected Funded Evaluation Account, calculated by reference to the proportion of the applicable Reward Cycle or Evaluation Phase that has not been used at the date of the discontinuation notice, without prejudice to 8 (Purchases and Refunds) to the extent not inconsistent with this B.4.
- (c) **Survival of crystallised rewards.** Discontinuation under this B.4 shall not extinguish any Performance Reward that has already crystallised under 17 prior to the discontinuation notice; any such Crystallised Benefit Program Amount remains payable in accordance with 17.
- (d) **Accelerated parameter review.** The status of a Legacy Programme means that the product parameters, instrument universe, leverage caps and add-on availability are subject to an accelerated Company review and may be adjusted, expanded, restricted or discontinued in accordance with this B.4. Any such parameter change shall be published in the legacy Plan Specification and shall not retroactively affect any Funded Evaluation Account for which the Account Price has already been paid (per 1.4).

B.5 Product Parameters

All other parameters of Legacy Programmes (supported instruments, simulated-leverage caps, fees, asset universe, KYC triggers, asset-class-specific risk warnings, and add-on availability) are governed by the legacy Plan Specification (1.5(z)) for each relevant Legacy Programme. Legacy Programmes remain subject to all generally applicable provisions of these Terms, including, without limitation, 4 (Participant Representations), 6 7 (KYC/Verification, Trading Rules), 13 (Risk Disclosure), 17 (Benefit Program), and 29 (Data Protection). Any product-specific risk disclosures, asset universe, leverage caps and add-on availability are published in the legacy Plan Specification for the relevant Legacy Programme.

B.6 Closure to New Enrolments

With effect from the Publication Date, the Legacy Programmes listed in B.2 are closed to new enrolments. The Company may, in its sole and reasonable discretion, decline new applications, suspend enrolment links, hide the relevant product pages from the Company website, and remove the relevant Plan Specifications from the published Plan Specification index. Existing active Funded Evaluation Accounts at the Publication Date remain governed by these Terms (including this Annex B) and by the legacy Plan Specification in force at the date of the Account's activation, subject to the modification regime in 1.3, the non-retroactivity rule in 1.4, and the consumer-protection provisions of 15.8 and 15.9.

B.7 No Sunset Deadline

These Terms do not establish a fixed sunset deadline for the Legacy Programmes. The Company shall publish any sunset or discontinuation notice in accordance with B.4 above, with no less than thirty (30) calendar days prior notice, and shall offer the Transfer / Pro-rata refund election described in B.4(b). For the avoidance of doubt, no

Legacy Programme shall be terminated, suspended or wound down without compliance with B.4 above.

B.8 Retirement Intention

The Company's commercial intention is to retire the Crypto-based Legacy Programmes once all active Funded Evaluation Accounts under those programmes have closed in the ordinary course (whether by Hard Breach, voluntary closure, Reward Cycle completion to a successor product, or otherwise), and to publish, at that point, a final discontinuation notice as described in B.4 above. This B.8 expresses a commercial intention only and does not constitute a commitment or undertaking to maintain or to discontinue any Legacy Programme by any particular date.

B.9 Other Legacy Products

For the avoidance of doubt, this Annex B is structured around the Crypto-based Legacy Products specifically identified in B.2. Other Legacy Products falling within 1.5(g)(ii) including, without limitation, any earlier-named Origin, Prime and Nova product variants superseded by the v4.0 product range are governed by the relevant Plan Specification (including any Legacy annex thereto) for each such product, together with the surviving generally applicable provisions of these Terms. The substantive principles of this Annex B (modification regime, non-retroactivity, no-fixed-sunset rule, accelerated parameter review, Transfer / pro-rata refund election under B.4(b), and the consumer-protection provisions of 15.8 and 15.9) apply to such Other Legacy Products by analogy, save where the relevant Plan Specification (including any Legacy annex thereto) expressly provides otherwise. The fact that the operative scaffolding of this Annex B is drafted by reference to the Crypto-based Legacy Products shall not be construed as limiting the application of 1.5(g) to any Other Legacy Product.