

INSTANT FUNDING AGREEMENT

1. INTRODUCTION

- 1.1 This Instant Funding Agreement (the “Agreement” and/or the “Traders Agreement”) governs rights and obligations in connection with the use of services provided by **Acello Ltd (with a trading name of Instant Funding)**, offered through the following website, www.instantfunding.com (the “Website”). Please read this Agreement carefully. You are under no obligation to use the Services should you not agree or understand any section of this Agreement, nor should you use the Services unless you fully understand and agree to the Terms contained within this Agreement.
- 1.2 This Agreement is entered into by you (“you”, “your”, Advanced User or the “Customer”) and Acello Ltd (with a trading name of Instant Funding), a company incorporated in England and Wales with company number 12696083 and registered offices at: 30 Old Bailey, London, EC4M 7AU (hereafter “Instant Funding” “we”, “our or Instant Funding Trading”).
- (Instant Funding and the Customer, hereinafter each referred to individually as a “Party” and collectively as the “Parties”).
- 1.3 By accessing, downloading, using and clicking on “I agree” to accept the Services (as defined below) provided by Instant Funding, you confirm that you have read, understood, accepted and agreed to be bound by all of the terms and conditions stipulated within this Agreement (the “Effective Date” of this Agreement) as well as Instant Funding’s Privacy Policy which is available on our website.
- 1.4 In addition, you may be subject to specific additional terms and conditions (the “Additional Terms” or “Supplementary Terms”) applicable to additional features. If you do not agree to any terms and conditions stipulated within this Agreement, our Privacy Policy, Trading Rules (on our website) or to the Additional Terms, do not access or utilize the Services.
- 1.5 During the registration, you are obligated to complete and attach a scan of your identification document, which will allow us to verify your identity. The information must correspond to the information provided by you during the purchase of the Instant Funding Challenge.
- 1.6 Please read this Agreement very carefully as it governs your use of the Services. This Agreement explains many of your responsibilities to us and our responsibilities to you, how and when this Agreement can be terminated and the extent of your and our liability. The terms of this Agreement, which are currently in force, will always be available at your request. Nonetheless, we urge you to make a copy of this Agreement for future reference as the terms may vary from time to time.
- 1.7 All data that you provide to us through the registration or the Order Form or otherwise in connection with the Services must be complete, true, and up to date. You must immediately notify us of any change in your data or update the data in your user account profile. You are responsible for all the data provided being accurate and up to date; we have no obligation to verify the data you provide to us.
- 1.8 **No Financial or Brokerage Advice** - Please note that, we are not acting in the capacity of your broker, intermediary, agent or advisor and have no fiduciary relationship or obligation to you in connection with any transactions or other activities you undertake when using our

Services. We do not provide investment or consulting advice of any kind and no communication or information that we provide to you is intended as or should be construed as any form of investment advice. Instant Funding ONLY offers a Virtual Account; it **does not** offer any form of live funded account, nor does it allow users to do this through a Virtual Account or otherwise through our site.

- 1.9. By agreeing to these Terms, you represent that you are at least 18 years of age or older or otherwise above the legal age of capacity in your country of residence (if different) and you are accessing the Services solely from one of the countries for which the Services are made available.

2. **DEFINITIONS, EXPRESSIONS AND ABBREVIATIONS**

- 2.1 For the purposes of the Agreement, the following definitions shall have the following meanings:

- 2.1.1. **“Agreement”** means this INSTANT FUNDING Agreement (as set out in the introductory provisions);
- 2.1.2. **“Calendar day”** means every full 24 hours calendar day, including weekends and public holiday, of the current time in the United Kingdom
- 2.1.3. **“Capital” means** the value of the initial simulated capital for simulated trading under Agreement (as set out in Clause 7.13);
- 2.1.4. **“Client Section”** means the user interface on our Website
- 2.1.5. **“Confidential Information”** means the terms and conditions of this Agreement, this Agreement, information on the manner in which the Services are provided, the content of communication with Instant Funding, all information that may constitute trade secrets, including know-how, and any information made available to the Customer by Instant Funding which is designated as confidential or which is to be considered as confidential by reason of the nature of the information and the circumstances in which it was disclosed (as set out in Clause 14);
- 2.1.6. **“Content”** means all Services, including the INSTANT FUNDING Accounts, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples and other content that may form the Services (including the INSTANT FUNDING Accounts), including any such content located on social networks of Instant Funding or persons/entities that are members of the same group as Instant Funding (as set out in Clause 10);
- 2.1.7. **“Customer” or “you”, “yours”** means a natural person or an entity that enters into the Agreement with Instant Funding (as set out in the introductory provisions);
- 2.1.8. **“Daily Loss Limit”**- This is a cap on how much money you can lose in a single trading day. Further information can be found on our website at: <https://instantfunding.com/help/how-daily-loss-is-calculated/> . Instant Funding has Four main types of Accounts, each with a different Daily Loss Limit:

- **One-Phase Challenge: 3% Daily Loss Limit.**
- **Two-Phase Challenge: 5% Daily Loss Limit.**
- **Instant Funding Account (Built in Challenge) - No Daily Loss Limit**
- **Instant Funding Micro Account (Built in Challenge)**

***Collectively referred to as: Instant's available group of Accounts**

- 2.1.9. **"Draw-Down"** means the maximum amount you can lose (typically as a percentage e.g. 10% Draw-Down). This means you can lose up to 10% before your account will breach.
- 2.1.10. **"Equity"** Means the total value of a trader's account, including open positions. (Floating Profit and Loss, on top of balance.)
- 2.1.11. **"Forbidden Trading Practices"** means trading practices and strategies use of which is prohibited whilst using our Services. Further details in Clause 7.7;
- 2.1.12. **"Indemnified Persons"** means companies that are members of the same group as Instant Funding, or their customers, employees, members of governing bodies, shareholders, business partners, licensors of these persons or any cooperating persons;
- 2.1.13. **"Margin Call"** Is the term for when the equity on your account, the total capital you have deposited plus or minus any profits or losses – drops below your margin requirement. Margin Call will be triggered when your equity drops beneath 50% of your margin requirement. We will notify you that, you are on margin call via a message in the app.
- 2.1.14. **"Party"** means Instant Funding or the Customer individually and "Parties" means Instant Funding and the Customer collectively (as set out in the introductory provisions);
- 2.1.15. **"Pay-out Request"** means a request for payout of the Reward and setting a Profit Split Day by the Customer through the Client Section as detailed in Clause 9.6;
- 2.1.16. **"Profit"** means the positive difference between the value of the remaining balance of the Capital (**Less** the starting or the scaled balance) in the Customer's INSTANT FUNDING Account(s) (in which no positions are opened) and the value of the Capital;

Please note that: ALL PROFITS ARE SIMULATED PROFITS AND ARE NOT PROFITS GENERATED FROM REAL MARKET TRADING.

- 2.1.17. **"Reward"** means a certain financial reward calculated according to the rules defined in this Agreement;
- 2.1.18. **"Roll-over Reward"** means the unpaid portion of the Reward that will remain available at the given amount to the Customer in the form of

simulated capital and will be added to the Capital for further simulated trading;

- 2.1.19. **“Services”** means the provision of instruments for simulated foreign currency trading in the FOREX market or with other instruments in other simulated accounts/financial markets, access to trading accounts for simulated trading (INSTANT FUNDING Accounts), analytical instruments, training and educational materials, (if applicable) other accompanying services for advanced Users (as set out in Clause 4.1);

We offer Four types of simulated Account Types which are listed below:

1. One-Phase Challenge

You will need to pass one challenge if you purchase access to this account. Further details can be found on our Program page: [One-Phase Challenge – Instant Funding](#). The challenge requires you to achieve a specific profit target without losing a prescribed amount in a day, or a prescribed amount overall.

The table below outlines the prescribed amounts which would constitute a successful completion or, alternatively, a failure of the challenge, as well as the additional account rules:

Profit Target	10%
Daily Loss Limit (Daily Drawdown)	3%
Maximum Loss Limit (Maximum Drawdown)	8%
Time Limit	No Limit
Scale Target	10%
Scale Speed	+25% of Account size - Once every 90 days
Scale Limit	Up to 100% of the starting balance
Baseline Profit Split	80% Profit Split
Scaled Profit Split	90%

2. Two-Phase Challenge

You will need to pass two separate challenges if you purchase access to this account. Further details can be found on our Program page: [Two-Phase Challenge – Copy – Instant Funding](#). The first challenge requires you to achieve a specific profit target without losing a prescribed amount in a day, or a prescribed amount overall. If you pass the first challenge you will be eligible to participate in the second challenge. The second challenge requires you to achieve a specific profit target without losing a prescribed amount in a day, or a set prescribed overall amount.

The table below outlines the prescribed amounts which would constitute a successful completion or, alternatively, a failure of each challenge, as well as the additional account rules:

Profit Target	8% and 5%
Daily Loss Limit (Daily Drawdown)	5%
Maximum Loss Limit (Maximum Drawdown)	10%
Time Limit	No Limit
Scale Target	10%
Scale Speed	+25% of Account Size - once every 90 days
Scale Limit	Up to 100% of the starting balance.
Baseline Profit Split	80%
Scaled profit split	90%

3. Instant Funding Account (Built in Challenge)

There is an initial “challenge” element to this type of account [Smart Drawdown **starts at -10%**, once a user reaches a balance gain of 5% or more, our system will **automatically update their** drawdown to the -5% of the starting balance, and it will remain at this level.)

Profit Target	No Target
---------------	-----------

Daily Loss Limit (Daily Drawdown)	No Limit
Maximum Loss Limit (Maximum Drawdown)	10%
Time Limit	No Limit
Scale Target	10%
Scale Speed	Account size doubles each time you scale.
Scale Limit	Up to \$1.28M
Baseline Profit Split	80%
Scaled profit split	90%

4. Instant Funding Micro Account (Built in Challenge)

IF Micro is a separate product to a standard Instant Funding Account. IF Micro Accounts are built with On-demand payouts and are subject to a 15% best day rule: your best trading day must not account for more than 15% of your total profit. For instance, if you earn 10% of your total profit on day one, 7% on day two, and 8% on day three, you're eligible to withdraw in just 3 days, rather than the normal 14 day wait.

Profit Target	No Target
Daily Loss Limit (Daily Drawdown)	4%
Max Static Drawdown	6%
Time Limit	No Limit
Scale Target	10%
Scale Speed	+25% of Account Size - once every 90 days

Scale Limit	Up to 100% of the starting balance.
Baseline Profit Split	80%
Scaled profit split	90%

- 2.1.20. **“Scaling”** means the doubling of the account size. This will use 5% of the account’s starting balance. You must have a 10% gain in the account balance in order to qualify for a scale.
- 2.1.21. **“Simulated Account”** - All the Accounts that we provide to our customers are simulated accounts. All trading in simulated accounts relies on simulated market feeds to create trading conditions for customers.
- 2.1.22 **“Spread”** means the difference in price between the buy (bid) and sell (offer) price quoted for a particular asset.
- 2.1.24. **“Trading Platform”** means the electronic interface in which the Customer shall perform simulated trades (as set out in Clause 4.1);
- 2.1.25. **“Virtual Simulated Accounts”** - We ONLY offer virtually simulated accounts where live market conditions are simulated offering you the opportunity to gain experience of trading without financial risk (each a “Virtual Account”). Any reference to “funded” used in these terms or on our website is a reference to virtual funding only and the sole instance in which you may be eligible to receive actual funds in connection with your purchase of the Services is if you were eligible for a Pay-Out (as described above).
- 2.1.26. **“Website”** means the www.instantfunding.com website (as set out in the introductory provisions).

3. PURPOSE OF THE AGREEMENT

- 3.1. The purpose of this Agreement is to set out the conditions (i) under which the Customer shall be provided by Instant Funding with instruments for simulated trading intended for Advanced Users, including access to a trading account for simulated trading (ii) under which the Customer may perform such simulated trades using Instant Funding instruments (provided by third party affiliates/partners; and (iii) under which the Customer shall be paid financial reward(s). The purpose of this Agreement is also to ensure the Customer’s access to the instruments for simulated trading provided under this Agreement through the user interface on the Website (the “Client Section”), or by the provision of access to applications provided by Instant Funding or third parties.

4. SUBJECT MATTER OF THE AGREEMENT

- 4.1. The subject matter of this Agreement is Instant Funding's obligation to provide the Customer with instruments for simulated foreign currency trading in the FOREX market or with other instruments in other financial markets, access to trading accounts for simulated trading (Instant Funding Accounts), analytical instruments, training and educational materials, (if applicable) other accompanying services for Advanced Users, to enable the Customer to access and use those services **(the "Services")** and, subject to the terms and conditions set out in this Agreement. The data feed is a simulated version of real live market conditions with our own market depth, slippage, spreads etc. Instant Funding's obligation to pay the Customer a financial reward calculated according to the rules defined in this Agreement (the "Reward"). Within the Services provided, Instant Funding shall, in particular, enable the Customer to access the electronic interface in which the Customer shall perform simulated trades in a simulated environment under our own market depth, as per this Agreement (the **"Trading Platform"**).
- 4.2. The Customer further undertakes, when using the Services, and in particular when performing simulated trades in a simulated environment, to act in accordance with this Agreement, any third parties' terms and conditions, applicable legal regulations, and other rules which the Customer is obligated to adhere to when using the Services (and in line with the specific Jurisdiction in which they reside).
- 4.3. Instant Funding shall not provide Services to a Customer that: (i) is of nationality or is residing in Restricted Jurisdictions; (ii) is established or incorporated or has a registered office in Restricted Jurisdictions; (iii) is subject to the relevant international sanctions; or (iv) has a criminal record related to financial crime or terrorism. Restricted Jurisdictions means countries determined as such by Instant Funding and published on our website and is contained within our AML Policy.
- 4.4. We reserve the right to refuse any order you place with us for any reason. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per Services ordered. These restrictions may include orders for Services placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order for Services, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

5. CUSTOMER REPRESENTATIONS

- 5.1. The Customer represents and acknowledges that:
- 5.1.1. no performance provided by Instant Funding to the Customer under this Agreement, including all Services, may be considered as investment services or activities within the meaning of the legal regulations governing, in particular, investment services and capital markets; in particular, Instant Funding does not receive or execute in any case, whether directly or indirectly, any trading instructions, does not trade on its own account, does not provide or conduct investment or other advice, research, recommendations or analyses, and does not give or forward to the Customer any trading instructions, does not receive any assets from, or manage any assets for, the Customer, and does not provide any related foreign exchange services;

- 5.1.2. no employees or other staff or representatives of Instant Funding are authorised to provide services within the meaning of Clause 9.1;
 - 5.1.3. all trading that the Customer performs through the Services is simulated only and that the execution of a simulated trade within the Services provided shall in no way constitute an instruction to trade in real financial markets or with real currency.
 - 5.1.4. the funds provided to the Customer for simulated trading are not real and that the Customer has no right to deal with them beyond the scope of their use within the Services (in particular that they cannot be used for actual trading), that the Customer is not entitled to withdraw or transfer them, and that Instant Funding does not in any circumstances receive any funds or other assets from, or manage any funds or other assets for, the Customer within the Services;
 - 5.1.5. performance with Instant Funding is not indicative of trading on real financial markets, and that past performance and simulated gains are neither a guarantee nor an indication of any further performance; and
 - 5.1.6. if the Customer's access to the Client Section is cancelled, irrespective of the reason for its cancellation, the Customer shall lose access to the INSTANT FUNDING Account(s), and thus to the Services, without being entitled to any compensation.
- 5.2. In case the Customer enters into this Agreement or uses the Services within its business (entrepreneurial) activities within the meaning of applicable laws, the Customer is obligated to notify Instant Funding about it and provide Instant Funding with Customer's business identifiers.
- 5.3. In performing this Agreement, the Customer shall comply with all applicable legal regulations and obtain, and maintain the validity of, all permits, licenses, consents, approvals or other acts issued by the competent authorities, which may apply to the Customer's activities under this Agreement, and fulfil all notification, tax, fee or other obligations that may arise in connection with the performance of this Agreement, and in particular with the Reward. The Customer is authorised to access and use the Services only in accordance with the applicable legal regulations and is prohibited from circumventing any technical measures that may limit the availability of the Services in certain countries. In no event shall Instant Funding bear any responsibility for the failure of the Customer to fulfil any of its obligations.
- 5.4. Customer hereby acknowledges that the simulated capital has no monetary value and is only a part of the Services provided to the Customer and Customer has no actual right, title or ownership to the simulated capital, and that the Instant Funding has all rights, interest and full ownership to simulated capital (as part of the Services). The INSTANT FUNDING Account and any and all rights related to the Services that are granted by the Instant Funding to the Customer by virtue of this Agreement are personal to the Customer and cannot be transferred by contract or otherwise, nor are eligible for inheritance.

6. INSTANT FUNDING's AVAILABLE GROUP OF ACCOUNTS

- 6.1. Instant Funding shall provide the Customer with access to a trading account for advanced users, which will be linked to access to the Trading Platform (the "INSTANT FUNDING

Account”), as part of the Services. The INSTANT FUNDING Account will always be activated by the performance of the first simulated trade.

- 6.2. Access to any INSTANT FUNDING Account(s) and to the Trading Platform, is protected by login data that Instant Funding will display in the Client Section. Please note that, the login data shall expire if and when the client breaches our terms.
- 6.3. The Customer shall not make available or provide the login data to the INSTANT FUNDING Account, the Trading Platform, or the Client Section or to any third party. The Customer is responsible for the protection of login data and the INSTANT FUNDING Account and for all activities that are performed through the INSTANT FUNDING Account or the Trading Platform. Instant Funding shall not be liable, and the Customer is not entitled to any compensation, for any misuse of the INSTANT FUNDING Account, Trading Platform, or any part of the Services and for any negative consequences thereof for the Customer, if such misuse occurs for any reasons beyond the control of Instant Funding.
- 6.4. The Customer acknowledges that the Trading Platform is provided by a third party and that the contractual terms and conditions and privacy policy of its provider apply to the use of the Trading Platform. The Customer is obligated to read those terms and conditions and privacy policy of the third party before the first access to the Trading Platform. By using the Trading Platform, the Customer agrees to those terms and conditions and privacy policy.
- 6.5. All data provided by the Customer to Instant Funding must be complete, true, and up to date. In the event of any change in the Customer’s data, the Customer must immediately send a notification to Instant Funding from the Customer’s registered e-mail address; the notification must be accompanied by documents evidencing the change, if applicable. The Customer is responsible for all the provided data being accurate and up-to-date at all times; Instant Funding is not obligated to verify the data.
- 6.6. The Instant Funding Account(s) and the Services may not be available at all times, in particular with respect to their maintenance, upgrades, technical errors, or for any other reason. In particular, Instant Funding shall not be liable, and the Customer is not entitled to any compensation, for the unavailability of the INSTANT FUNDING Account, the Client Section, or the Trading Platform, for any damages or loss of any data or other content that the Customer uploads, transfers, or saves via the INSTANT FUNDING Account, the Client Section or the Trading Platform, or for any Instant Funding’s interventions or alterations in the Customer’s Instant Funding Accounts requested by the Customer. Instant Funding may decide at its own discretion to compensate the Customer for the unavailability of the Services originating in technical reasons on the part of Instant Funding. The Customer is not entitled to any compensation, and it is entirely at the discretion of Instant Funding whether compensation is provided to the Customer and in what form or amount; provided however, the limitation of liability within the meaning of Clause 11 is not to be affected thereby.
- 6.7. In order to use the Services, the Customer must obtain the appropriate technical equipment and software, including third-party software (e.g., software for the use of the Trading Platform), at the Customer’s own risk and expense. Instant Funding does not warrant or guarantee that the Services will be compatible with any specific equipment or software. Instant Funding provides no warranty as to the compatibility of the Services with any particular device, program, or add-on.

7. SIMULATED TRADING ACCOUNTS

- 7.1. As mentioned in the definitions section above, we offer Four types of virtually simulated Accounts which all have various features as described in the table (above in Clause 2.1.21):
- One-Phase Challenge;
 - Two- Phase Challenge
 - Instant Funding Account (Built in Challenge)
 - Instant Funding Micro Account (Built in Challenge)
- 7.2. The Customer will perform simulated trades through the Customer's INSTANT FUNDING Account on the selected Trading Platform. During the simulated trading on the Trading Platform, the Customer may perform any trades, subject to the conditions in Clause 7.7.2, and unless those trades constitute forbidden trading strategies or practises within the meaning of Clause 7.7. You also agree to follow good market standard rules and practices for trading on financial markets (e.g., risk management rules). Restrictions may also be imposed by the terms and conditions of the Trading Platform.
- 7.3. The Customer is obligated to comply with the following parameters in the course of the simulated trading under this Agreement:
- 7.3.1. The value of the simulated capital in the INSTANT FUNDING Account which the Customer uses for the simulated trading, including all positions opened in that account, may not at any fall below the percentage of the Capital for the respective option as described below: Instant's available group of Accounts.
- 7.4. Your Virtual Account will remain active until successful completion or failure of the relevant challenge(s). If you fail to pass a challenge, or you lose an Instant Funding Virtual Account, you will have the option to open a new Virtual Account at a discounted price. The relevant discounted rate will be set at our sole discretion and will be notified to you following your request to reopen your Virtual Account.
- 7.5. **Scaling:**
- 7.5.1 We offer you the opportunity to scale your Virtual Account to increase your potential profits. To be eligible for scaling, you must first achieve a minimum of a 10% gain in your virtual account (Scale Target) over a 90-day period.
- 7.5.2 For both Challenge Accounts (One-Phase & Two- Phase) Virtual Account holders are able to scale up to 100% of their starting balance.
- 7.5.3 Whereas for the Instant Funding Account (Built in Challenge) Virtual Account holders are able to scale up to \$1,280,000
- 7.5.4 Scaling involves utilizing 5% of the Virtual Account's profits, while the remaining profit is yours to keep. For example, on a \$100,000 account. If you make a 10% gain (\$10,000) you can scale your account to \$200,000. When scaling, we use 5% of the starting or scaled balance. In this example, \$5,000 would be used to scale and the remaining profit is yours to keep.
- For further details, please see our website at: [Scaling - Instant Funding](#)

- 7.6. The fees for the Services are dependent on which Virtual Account is selected and the amount of initial nominal capital to be provided within the Virtual Account. The most up to date pricing information for each available Virtual Account type are set out on our site at the following link: <https://instantfunding.com/instant-funding-accounts/>.

“Add-on Services”:

Customers have the option of selecting additional “Add-on Services” that essentially enhance their trading experience. The “Add-on services” allow customers to enjoy advantages such as quicker payouts and higher rewards for an additional Fee. We have listed some of the available “Add-ons” below, but for the updated list and pricing, please refer to our website.

“Add- on service”	Instant Funding Challenge	One & Two Phase Challenges
No Daily Drawdown	YES	NO
10% Profit Split (upgrade)	YES	YES
Extra 2% Drawdown	NO	YES
Allow Major News trading and weekend holding	YES	NO
Remove Minimum Trading days	NO	YES

7.7. FORBIDDEN TRADING PRACTICES

7.7.1. FOR ALL TRADING ACCOUNTS:

ALL USERS AGREE TO RESPECT AND ADHERE TO OUR GENERAL TERMS AND CONDITIONS TOGETHER WITH THE TRADING RULES CONTAINED WITHIN THE FAQ SECTION OF OUR WEBSITE, WHICH COLLECTIVELY ARE BINDING AND CREATE A LEGAL OBLIGATION UPON YOU. OUR TRADING RULES, MORE SPECIFICALLY THE SECTION ON PROHIBITED STRATEGIES LISTS THE PROHIBITED ACTS WHICH ARE DEEMED AS BREACHING OUR TERMS AND CONDITIONS AND ARE LISTED AS FOLLOWS;

MAXIMUM DRAWDOWN, DAILY DRAWDOWN, MAJOR NEWS TRADING, GROUP HEDGEING, BREACH BY INACTIVITY (60 DAYS, SUBJECT TO CHANGE), HFT (HIGH FREQUENCY TRADING, 60 SECONDS OR LESS), TICK SCALPING, MARTINGALE, COPYING BETWEEN INTERNAL ACCOUNTS, REVERSING BETWEEN FIRMS/ACCOUNTS, GRID TRADING, THIRD PARTY EAS, STATISTICAL ARBITRAGE, GAMBLING/OVER-LEVERAGING, ARBITRAGE (LATENCY ACCOUNT), FRONT-RUNNING PRICE FEEDS, GAP TRADING AND EXPLOITING MIS-PRICING.

FOR FURTHER DETAILS AND INFORMATION ON OUR TRADING RULES, PLEASE VISIT THE FAQ SECTION ON OUR WEBSITE. THESE RULES MAY BE SUBJECT TO CHANGE, ATTEMPTS TO CIRCUMVENT OR GAME THESE RULES WILL ALSO BE CONSIDERED AS PROHIBITED STRATEGIES.

FUTHERMORE IT IS PROHIBITTED TO:

(a) KNOWINGLY OR UNKNOWINGLY USE TRADING STRATEGIES THAT EXPLOIT ERRORS IN THE SERVICES SUCH AS ERRORS IN THE DISPLAY OF PRICES OR DELAY IN THEIR UPDATES;

(b) PERFORM TRADES USING AN EXTERNAL OR SLOW DATA FEED;

(c) PERFORM TRADES IN CONFLICT WITH THE TERMS AND CONDITIONS OF THE PROVIDER OF THE CLIENT SECTION AND THE TERMS AND CONDITIONS OF THE TRADING PLATFORM;

(d) USE ANY SOFTWARE, ARTIFICIAL INTELLIGENCE, ULTRA-HIGH SPEED, OR MASS DATA ENTRY WHICH MIGHT MANIPULATE, ABUSE, OR GIVE YOU AN UNFAIR ADVANTAGE WHEN USING OUR SYSTEMS OR SERVICES;

(e) OTHERWISE PERFORM TRADES IN CONTRADICTION WITH HOW TRADING IS ACTUALLY PERFORMED IN THE FOREX MARKET OR IN ANY OTHER FINANCIAL MARKET, OR IN A WAY THAT ESTABLISHES JUSTIFIED CONCERNS THAT INSTANT FUNDING MIGHT SUFFER FINANCIAL OR OTHER HARM AS A RESULT OF THE CUSTOMER'S ACTIVITIES (E.G. OVERLEVERAGING, OVEREXPOSURE, ONE-SIDED BETS, ACCOUNT ROLLING).

(f) RISKING MORE THAN 3% OF THE ENTIRE ACCOUNT BALANCE AT ANY ONE TIME IS CONSIDERED AS GAMBLING AND THEREFORE IS CONSIDERED AS A BREACH.

(g) IN-ACTIVITY THRESHOLD – ANY TRADING ACCOUNT IN-ACTIVE FOR 30 DAYS WILL BE AUTOMATICALLY SUSPENDED.

7.8. As our customer, you should understand and agree that all our Services are for the Customer's personal use only, meaning that only you personally can access your INSTANT FUNDING Account and perform trades. For that reason, you should not, and you agree not to do the following:

(a) You will not allow access to and trading on your INSTANT FUNDING Account by any third party nor you shall engage or co-operate with any third party in order to have such third party perform trades for you, whether such third party is a private person or a professional;

(b) You will not have access to any third-party INSTANT FUNDING Account, trade on behalf of any third party or perform any account management or similar services, where you agree to trade, operate or manage the INSTANT FUNDING Account on behalf of another user, all whether performed as a professional or otherwise.

Please note that, if you act or behave in contradiction with the aforesaid, we will consider such action/behaviour as a Forbidden Trading Practice under this Section 7.8. with respective consequences as perceived under this Agreement.

7.9. Furthermore, you shall not exploit the Services by performing trades without applying market standard risk management rules for trading on financial markets.

7.10. **Instant Funding reserves the right to determine, at its own discretion, whether certain trades, practices, strategies or situations are Forbidden Trading Practices.**

- 7.11. **We may from time-to-time update our Trading Rules and Prohibited Practices and thus it is your responsibility to keep the changes under review which will be clearly communicated on our website.**
- 7.12. The results of the Customer's simulated trading will be evaluated by Instant Funding when requesting a Pay-out or passing a challenge.
- 7.13. The value of the initial simulated capital for simulated trading under this Agreement (the "**Capital**"), and, where applicable, the currency, risk option, and other parameters that apply to the simulated trading under this Agreement. The value and currency of the Capital shall be the same as the amount and currency of the initial simulated capital that the Customer has selected for simulated trading within Instant Funding.
- 7.14.1. If the Customer becomes entitled to a Reward, the simulated trading within the given trading cycle shall be terminated, and all open positions must be closed by the Advanced User prior to the pay-out request being made. We will only close Customer positions if the weekend holding is not enabled and its Friday 10.00pm GMT.
- 7.14.2. All parameters of your Instant Funding Account will be reset to the initial values, including the value of the Capital (i.e. in particular all profits and losses shall be annulled), unless the Customer transfers a part of the value in respect of which the Customer is entitled to a payment in the form of a Reward to the next trading cycle (as described below).
- 7.14.3. All parameters of the Instant Funding Account(s), including the current amount of the Capital with which the Customer performs simulated trades, will remain unaffected;
- 7.14.4. If the Customer engages in any of the Forbidden Trading Practices, the Customer will lose the right to a Reward and, in addition, (i) Instant Funding may remove those simulated trades that violate the prohibition from the Customer's trading history and/or (ii) not count their results in the profits and/or losses achieved by the simulated trading, (iii) and/or to immediately cancel the Customer's Instant Funding Account and subsequently terminate this Agreement, and/or (iv) reduce the offered leverage on any or all Customer's accounts
- Instant Funding may exercise any and all actions in this Clause 7.14.4. at its own discretion.
- 7.14.6. Instant Funding bears no responsibility for any information displayed on the Trading Platform or for any interruptions, delays or inaccuracies in the market or statistical data displayed through the Trading Platform or the instruments accessible within the Services provided.
- 7.14.7. The Customer shall not, alone or in conjunction with others, including between connected accounts, perform the same trading strategy, i.e., perform the same trades at the same time, on multiple Instant Funding Accounts while performing simulated trading with us.

8. PROCESSING SIMULATED ACCOUNT TRADE DATA

- 8.1. Trades in Simulated Accounts are not made in live markets and do not incur actual profits or losses. Customers do not trade with real funds or against real counterparties.
- 8.2. Please note that, Instant Funding is not the counterparty to any trading within any simulated accounts. At no point, in any of the Accounts will customers trade real financial instruments such as CFDs, Securities, Futures or Commodities. All simulated trades are fictitious in nature and do not involve the purchase or sale of any financial instruments.
- 8.3. The customer acknowledges that any trading performed through Instant Funding is not real. The Customer also acknowledges that the funds provided to you for simulated trading are fictitious and that you have no right to possess those fictitious funds beyond the scope of their use for simulated trading through Instant Funding. In particular, simulated funds may not be used for any actual trading and that you are not entitled to withdraw simulated funds.
- 8.4. Our clients never actually perform any trades on live markets. However, Instant Funding may gather and analyze data on successful (and unsuccessful) trading strategies contained within simulated customer accounts to develop its own trading strategies. Instant funding may also copy or transmit customers' simulated trades to trade for its own accounts (outside of the Instant Funding Account Platform) with Instant Funding's own live funds. Instant Funding reserves the right to use customers' trading strategies and data to make trades from Instant Funding's own account in real live markets.
- 8.5. The Customer acknowledges that Instant Funding has access to information about the simulated trades that the Customer performs through the Trading Platform. The Customer grants Instant Funding a consent to share this information with persons/entities that are members of the same group as Instant Funding or are otherwise related to it and grant Instant Funding and those persons consent and authorisation to freely use this information, including, but not limited to, trade all or some of the simulated trades in real financial markets or use them in any other manner. The Customer agrees that such activities may be performed automatically, without any further consent, consultation, or approval by the Customer being necessary, without the entitlement to any reward or yield associated with the use of such data by Instant Funding or persons/entities that are members of the same group as Instant Funding or are otherwise related to it, and without the Customer's entitlement to information about any specific handling of this information.
- 8.6. The Customer acknowledges that the amount of the Reward or its payment does not, in any case, depend on whether or in what manner Instant Funding or the persons that are members of the same group as Instant Funding use the information about simulated trades. The Customer further acknowledges that using the Services under this Agreement is conditional upon granting the consent under this Clause 8. The Customer may however interrupt or terminate the use of the Services at any time; this will however not affect the processing and use of any data obtained earlier.

- 8.7. Customer “rewards” are based on performance (simulated profits) in the simulated accounts. It is Instant Funding’s obligation to fulfill payout of amounts due to its customers whether or not simulated trades were replicated by the Instant Fundings real markets. Instant Funding will make those pay-outs from its own funds which are generated through the collection of registration fees, its own trading and other revenue streams. Since customers simulate trades rely on simulated market feeds and are not executed against actual counterparties, simulated profits may under or over-compensate for the impact, if any, of the certain market factors such as the lack of liquidity.

9. “SIMULATED REWARD”

- 9.1. The Customer’s entitlement to the “Reward” and its amount will depend exclusively on the results of the Customer’s simulated trading and fulfilment of the parameters set by Instant Funding for its payment. The Customer acknowledges that the entitlement or the amount of the Reward does not in any way depend on developments in the real financial markets or on the value that the simulated trades would have in the real financial markets.
- 9.2. The Customer will only become entitled to the Reward if the Customer meets all the conditions for simulated trading set out in this Agreement, in particular if the Customer meets all the parameters set out in this Agreement, the difference between the Starting Balance/Scaled Balance, and the remaining balance of the simulated capital in the Customer’s Instant Funding Account (in which no positions are opened) and the value of the Capital is positive (the “Profit”), and if, the invoice is duly issued. The Customer will not be entitled to any Reward. For the purposes of determining the Customer’s entitlement to the Reward, only the Customer’s results achieved within the Customer’s simulated trades in the Instant Funding Account will be taken into account.
- 9.3. The Reward will depend and vary based on the type of Instant Funding Account that you have. The amount of the Reward determined is final and includes all taxes, whether direct or indirect, including VAT (Value Added Tax), GST (Goods and Services Tax), or similar taxes, levies and fees, which may apply to it under the relevant legal regulations.
- 9.4. The Customer is solely responsible and liable for the payment of any and all taxes, whether direct or indirect, including VAT (Value Added Tax), GST (Goods and Services Tax), or similar taxes, levies or fees that apply to the Customer in relation to this Agreement under the applicable laws and acknowledges and agrees that Instant Funding shall not be liable for any such obligations of the Customer.
- 9.5. The currency of the Reward and the payment of the Reward to the Customer will be the same as the currency of the Capital of the Customer’s Instant Funding Account.
- 9.6. Pay-out - The payment of the Reward is automatic if all the conditions are met and satisfied (including where the Pay-out Request has been made by the Customer). The Profit Split Day can be set in the following time range: **Per each Instant Account**

held, your first payout is 14 days after your first trade, thereafter this is then reduced to every 7 days (again, after your next placed trade).

- 9.7. Instant Funding will calculate the Customer's entitlement to the Reward and will communicate (via the dashboard) the result to the Customer. Based on this, the Customer shall state on the prescribed form to be provided by Instant Funding what part of the Reward the Customer wishes to be paid, how the Customer wishes the Reward to be paid (i.e. via our stipulated Third-Party Payment Provider), and other mandatory information, and shall upload the form via the Client Section.
- 9.8. If the Customer states that the Customer wishes to only be paid a part of the Reward, only the Reward in the amount specified in the form will be paid out. The unpaid portion of the Reward will remain available at the given amount to the Customer in the form of simulated capital and will be added to the Capital for further simulated trading (the "Roll-over Reward"). The Customer cannot change this option after submitting the form. However, the Customer hereby acknowledges that the Roll-over Reward remains part of the simulated capital and, therefore, it will only be used for further simulated trading in accordance with this Agreement and is subject to all conditions of simulated trading set forth herein. For the avoidance of doubt, the Parties understand and agree that any unpaid portion of the Reward has no monetary value and only represents simulated capital at all times.
- 9.9. The Reward will be paid to the Customer on the basis of an invoice. The data on the invoice shall always correspond to the information provided by the Customer in the original form provided, otherwise, Instant Funding is not obligated to pay the Reward. The Customer is always responsible for the correctness of the invoice and its compliance with the relevant legal regulations, irrespective of the method of its issuance. The invoice will be issued by Instant Funding on behalf of the Customer (self-billing mechanism) on the basis of authorisation by the Customer or directly by the Customer, if the authorisation is revoked.
 - 9.9.1. Self-Billing. The Customer hereby authorises Instant Funding to repeatedly issue electronic invoices for the payment of the Reward on behalf of the Customer until such authorization is revoked by the Customer. The Customer may be requested to confirm this authorisation in the Client Section. The Customer shall comply with the following:
 - 9.9.2. The Customer must communicate to Instant Funding, all data necessary for the issuance of an invoice in the form that will meet all the requisites set out by the relevant legal regulations, and in the event of any change in these data or requisites, promptly notify Instant Funding thereof; the notification must be accompanied by documents evidencing the change, if applicable;
 - 9.9.3. If the Customer fails to fulfil the obligations as per the previous paragraph, the Customer may not use the procedure for issuing invoices. If, however, the Customer fulfils the obligation under the previous sentence, the invoice will always be issued by Instant Funding on behalf of the Customer, unless the Customer revokes the authorization by e-mail.
 - 9.9.4. Invoices will be issued automatically no later than 7 Calendar days from the date on which Instant Funding receives the form from the Customer. The

invoices will be settled/paid within 1-2 business working days (excluding UK Public Holidays).

- 9.9.5. If an invoice does not contain the requisites set out by the relevant legal regulations, the Customer may notify Instant Funding thereof within 10 Calendar days from the date of receipt of the invoice and request a corrected invoice. After that period, Instant Funding is not obligated to correct invoices. Instant Funding will send a corrected invoice to the Customer within 10 Calendar days from the date of receipt of a relevant timely notification from the Customer. In such a case, the maturity period of the invoice will be interrupted, and a new maturity period will begin upon the issuance of a corrected invoice. The Customer is responsible for the content of the invoice so issued and must check the accuracy of the data immediately upon receipt of the issued invoice.
- 9.9.6. The maturity period of any invoice issued by the Customer must be at least 14 days from its delivery to Instant Funding. If an invoice issued by the Customer does not contain the requisites of a tax document under the relevant legal regulations, Instant Funding may return it to the Customer to correct the errors and complete the data within 10 Calendar days from the date on which Instant Funding received the invoice. In such a case, the maturity period of the invoice will be interrupted, and a new maturity period shall begin upon the delivery of the corrected faultless invoice to Instant Funding.
- 9.9.7. Instant Funding will pay the Reward(s) in the manner specified by the Customer in the form; by wireless transfer to the Customer's account, which the Customer shall state in the form or by any other payment method accepted by Instant Funding. Please note that Instant Funding will make these transfers via their choice of payment provider i.e. Riseworks.io, Crypto or any other provider we see fit at that time. All fees and costs of effecting the payment charged to the Customer (e.g., charged by a payment provider) are to be borne exclusively by the Customer.

10. USE OF THE SERVICES AND OTHER CONTENT

- 10.1. All Services, including the Instant Funding Account, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples and other content that may form the Services, including any such content located on social networks of Instant Funding or persons/entities that are members of the same group as Instant Funding (the "Content"), are subject to legal protection under the legal regulations concerning copyright protection and other legal regulations, and are the property of Instant Funding or Instant Funding's licensors. Instant Funding grants the Customer a limited, non-exclusive, non-transferable, non-assignable, non-passable, and revocable permission to use the Content for the purpose of using the Services for the Customer's personal use and in accordance with the purpose for which the Services

are provided. The Content is not sold or otherwise transferred to the Customer and remains the property of Instant Funding or its licensors.

- 10.2. All trademarks, logos, trade names, and other designations are the property of Instant Funding or Instant Funding's licensors, and Instant Funding does not grant the Customer any right to use them, unless explicitly permitted in a written form.
- 10.3. Both the Customer and Instant Funding undertake to act in accordance with the principles of fair dealing in the performance of the Agreement and in mutual interactions and, in particular, not to damage the good reputation and legitimate interests of the other party. The Customer and Instant Funding shall resolve any possible disagreements or disputes between them in accordance with this Agreement and the applicable legal regulations.
- 10.4. Instant Funding own and retain all rights, title and interest to the Services, Trading Platform or any software provided hereunder or any part thereof, including all intellectual property rights thereto. Except for the rights expressly set out in this Agreement, Instant Funding does not grant the Customer any other rights relating to the Services and other Content. The Customer may only use the Services and other Content as set out in this Agreement.
- 10.5. When accessing the Services and other Content, it is prohibited to:
 - 10.5.1. use any instruments that may adversely affect the operation of the Website and Services or that would be intended to misuse any errors, bugs, or other deficiencies of the Website and Services;
 - 10.5.2. circumvent geographical restrictions of availability or any other technical restrictions;
 - 10.5.3. make copies or back-ups of the Website and other Content;
 - 10.5.4. reverse-engineer, decompile, disassemble, or otherwise modify the Website and other Content;
 - 10.5.5. sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast, or use the Services or other Content otherwise than as permitted;
 - 10.5.6. use automated means to view, display, or collect information available through the Website or Services; and
 - 10.5.7. use any other instruments or means the use of which could cause any harm to Instant Funding.
 - 10.5.8. If the Customer finds out that the Services or any other Content contain errors, bugs, or other deficiencies, the Customer shall notify Instant Funding thereof without undue delay in writing.
 - 10.5.9. If the Customer violates any restriction or prohibition under Clause 10, the Customer is obligated to indemnify Instant Funding or companies that are members of the same group as Instant Funding, or their customers, employees, members of governing bodies, shareholders, business partners, licensors of these persons or any cooperating persons (the "Indemnified Persons"), for, and hold them harmless from, any claims of third parties against the Indemnified Persons to the extent of any

claims made or lawsuits filed by a third party on the basis of which the third party alleges that the rights of that third party have been violated or that the applicable law is violated in connection with the Customer's conduct, and the Customer shall pay all damages, including lost profits, costs of legal proceedings, and legal representation and other financial or non-financial claims arising from the claims or lawsuits of that third party.

11. LIMITATION OF LIABILITY

- 11.1. THE CUSTOMER ACKNOWLEDGES THAT THE SERVICES AND OTHER CONTENT ARE PROVIDED "AS IS" WITH ALL THEIR ERRORS, DEFECTS, AND SHORTCOMINGS, AND THAT THEIR USE IS AT THE CUSTOMER'S SOLE RESPONSIBILITY AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY THE MANDATORY LEGAL REGULATIONS, INSTANT FUNDING DISCLAIMS ANY STATUTORY, CONTRACTUAL, EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY RIGHTS.
- 11.2. TO THE EXTENT PERMITTED BY THE MANDATORY PROVISIONS OF THE APPLICABLE LEGAL REGULATIONS, INSTANT FUNDING IS NOT RESPONSIBLE FOR ANY HARM, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGE, INCLUDING LOST PROFIT, LOSS OF DATA, PERSONAL OR OTHER NON-MONETARY HARM OR PROPERTY DAMAGE CAUSED AS A RESULT OF USE OF THE SERVICES OR RELIANCE ON ANY INSTRUMENT, FUNCTIONALITY, INFORMATION, OR ANY OTHER CONTENT AVAILABLE IN CONNECTION WITH THE USE OF THE SERVICES OR ELSEWHERE ON THE WEBSITE. INSTANT FUNDING IS NOT RESPONSIBLE FOR ANY PRODUCTS, SERVICES, APPLICATIONS OR OTHER CONTENT OF THIRD PARTIES THAT THE CUSTOMER USES IN CONNECTION WITH THE SERVICES. IN CASE, INSTANT FUNDING'S RESPONSIBILITY IS INFERRED BY A COURT OF JUSTICE OR ANY OTHER COMPETENT AUTHORITY IN CONNECTION WITH THE OPERATION OF THE WEBSITE OR PROVISION OF THE SERVICES, THIS RESPONSIBILITY SHALL BE LIMITED TO A MAXIMUM AMOUNT OF £10,000.
- 11.3. Instant Funding reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.
- 11.4. Instant Funding is not responsible for its failure to provide the Services if that failure occurs due to serious technical or operational reasons beyond INSTANT FUNDING's control, in the case of any crisis or imminent crisis, natural disaster, war, insurrection, pandemic, a threat to a large number of people, or any other force majeure event, and/or if Instant Funding is prevented from providing the Services as a result of any obligations imposed by a legal regulation or a decision of a public authority.
- 11.5. Should any information or statement of any employee or other staff or representatives of Instant Funding be interpreted as investment advice or recommendation, Instant Funding is not responsible for such information or statement.

- 11.6. Instant Funding bears no responsibility for trading or other investment activities performed by the Customer outside the relationship with Instant Funding, for example by using data or other information from the INSTANT FUNDING Account, Trading Platform or otherwise related to the Services in real trading in financial markets, not even if the Customer uses for such trading the same Trading Platform that the Customer has selected for simulated trading.

12. GENERAL DISCLAIMER

12.1 Simulated or hypothetical performance:

Unlike an actual performance record or live trading, simulated results and trading do not represent actual trading. As the virtual trades have not actually been executed, the results may have under-or-over compensated for the impact, if any, of certain market factors, such as lack of liquidity, slippage and similar. Although all of your trading activity will be simulated (and not real), we have set out below some of the risks that relate to the underlying types of instruments or investment that your simulated, virtual trades will be linked to the virtual leverage involved in some trading styles means that both gains and losses are magnified. In other words, a relatively small market movement can lead to a proportionately larger movement in the value of your virtual account value; this can work against you as well as for you.

12.2 Derivative markets can be highly volatile:

The prices of the underlying currencies, commodities, financial instruments or indices may fluctuate rapidly, over wide ranges and in reflection of unforeseen events or changes in conditions, none of which are within your control. It will also be influenced by unpredictable events, including but not limited to: (a) changing supply and demand relationships; (b) governmental, agricultural, commercial and trade programs and policies (c) national and international political and economic events; and (d) the prevailing psychological characteristics of the relevant marketplace.

12.3. Foreign markets will involve different risks to domestic markets:

The potential for profit or loss from underlying instruments or investments relating to a foreign market or denominated in a foreign currency will be affected by fluctuations in foreign exchange rates. It is possible to incur a loss if exchange rates change to your detriment, even if the price of the instrument to which the underlying instrument or investment relates remains unchanged.

13. DATA PROTECTION:

13.1 The customer acknowledges that:

13.1.1 in the course of providing services pursuant to the Terms contained within this Agreement, Instant Funding (and third parties appointed by it) may process personal data (as defined below) in relation to the customer.

13.1.2 such processing of personal data will be carried out pursuant to one or more Privacy Notices that are applicable to such processing, and which may be

found on Instant Funding's website (as such Privacy Notices may be updated from time to time without notice by Instant Funding);

13.1.3 unless Instant Funding have specifically agreed to the contrary with the customer under a mutually executed agreement, where it and/or its Affiliates process personal data it does so as a 'data controller' and not as a 'data processor or 'sub-processor' of the customer.

13.1.4 to the extent required, the provision of personal data by the customer or its Affiliates will comply with Applicable Data Regulations (as further defined below) including, having in place appropriate fair processing notices and consent mechanisms (where applicable).

13.2 Each party acknowledges and agrees that it shall comply with its obligations under Applicable Data Regulations in relation to personal data.

For the purposes of this clause 13.2, "Applicable Data Regulations" shall mean Directive 95/46/EC and Directive 2002/58/EC, in each case as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, including without limitation by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR"), any data protection laws substantially amending, replacing or superseding the GDPR following any exit by the United Kingdom from the European Union,. The terms "processing", "personal data", "controller", "processor" and "sub-processor" bear the meanings set out in the GDPR.

14. CONFIDENTIALITY

- 14.1. The Customer is obligated to maintain confidentiality regarding the terms and conditions of this Agreement, the existence of this Agreement, the manner in which the Services are provided, the content of communication with Instant Funding, all information that may constitute trade secrets, including know-how, and any information made available to the Customer by Instant Funding which is designated as confidential or which is to be considered as confidential by reason of the nature of the information and the circumstances in which it was disclosed (the "Confidential Information").
- 14.2. The obligation to protect the Confidential Information under Clause 14 shall not apply to cases where (i) the information is publicly available or known at the time of its use or disclosure, unless its public availability or knowledge was due to a breach of a legal or contractual obligation; or (ii) the obligation to disclose the Confidential Information is required by law or any other legal regulation or based on a final decision of a court, arbitration body or administrative body. The customer shall notify us reasonably in advance of such disclosure.
- 14.3. Distribution or disclosure of any Confidential Information to any other person or under any other circumstances is unauthorised and strictly prohibited. The customers acknowledges that any non-compliance with violation or breach of this Agreement with respect to any Confidential Information may result in serious and

irreparable harm to Instant Funding and thus Instant Funding are entitled to seek all necessary and available legal remedies (including injunctive relief) against the customer to protect their interests or to prevent any such injuries.

- 14.4. The Customer undertakes to comply with the obligations under this Clause 14 without any time limit also after the termination of the Agreement.

15. NOTICES & COMMUNICATION

- 15.1. All communication made by Instant Funding or its partners in connection with the performance of this Agreement will take place via the registered e-mail address of the Customer (which was provided by the customer when signing up to an Instant Account and should this since be formally be changed on our system; then to this new registered email address), which the Customer must notify to Instant Funding.
- 15.2. All communication from the Customer in connection with the performance of this Agreement must take place via the following contact e-mail address of Instant Funding Support@instantfunding.com
- 15.3. Written communication also includes written electronic communication by e-mail.

16. TERM AND TERMINATION OF THE AGREEMENT

- 16.1. This Agreement is concluded for an indefinite period of time. This Agreement, however, terminates automatically, when the Customer fails to comply with one or more parameters as provided in Clause 7.2 or one of the Parties terminates this Agreement in accordance with this Clause 16.
- 16.2. Either Party may terminate this Agreement without specifying any reason by serving a written notice on the other Party, with effect from the date of delivery of the notice. In such a case, the Instant Funding Account will be cancelled immediately, and all trades will be closed.
- 16.3. The Customer is not entitled to the Reward or a proportional part thereof, if the Agreement is terminated hereunder due to a failure to comply with Clause 7.2.1., except for when such failure occurs for the first time on any of the Customer's INSTANT FUNDING Accounts' for the purpose of the entitlement to the Reward, the customer is entitled to 50% of the Reward after the account has been breached as a result of the Daily Loss. Please note that this allowance is granted per Customer and not per each INSTANT FUNDING Account.
- 16.4. Furthermore, the Customer is not entitled to the Reward or a proportional part thereof in cases where Instant Funding terminates this Agreement for any of the following reasons:
- 16.4.1. any representation of the Customer given in Clause 5.1 proves to be untrue;
- 16.4.2. the Customer grossly violates any provision of this Agreement. In particular, a repeated breach of any provision of the Agreement (i.e. more than three

times) shall be considered a gross breach of the Agreement. The following (even if only one-off) violations shall also be considered gross violations (excluding the drawdown rules): if the Customer accesses the Services in violation of Clause 7.3, if the Customer provides incomplete, untrue or outdated information in violation of Clause 8.5, if the Customer engages in any of the Forbidden Trading Practices described in Clause 7.3, if the Customer acts in violation of Clause 8.3, and/or if the Customer violates the confidentiality obligation under Clause 11.

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

17. COMPLAINTS & DISPUTES

- 17.1. You can file a complaint by sending an e-mail to the “complaints@instantfunding.com” e-mail address provided on our site. We will try to resolve any complaint you may lodge as soon as possible (no later than within 30 calendar days), and we will confirm its receipt and settlement to you in writing. If we do not settle the complaint in time, you have the right to withdraw from these Terms of Service.

18. ENTIRE AGREEMENT

This Agreement, any appendices or attachments to this Agreement collectively with our website, all disclosures, notices and policies, Terms of Use, Trading Rules and our Privacy Policy (all of which can be found on our website) and any other supplementary agreements entered into separately between us are deemed as an integral part of this Agreement and shall have the same legal and binding effect.

19. COUNTERPARTS

This Agreement may be executed in one or more counterparts, which together shall constitute one and the same agreement.

20. GOVERNING LAW & ARBITRATION

20.1. This Agreement shall be governed by, and construed in accordance with the laws of the United Kingdom and shall be subject to the exclusive jurisdiction of the English Courts.

20.2 Arbitration - All disputes arising out of or in connection with this Agreement shall be solely and finally settled by a court of arbitration in the United Kingdom.