



**SPECTRA GLOBAL**  
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## **Funded Trader Program**

Welcome to Spectra Global LTD Funded Trader Program, a white label of Prop Account, LLC (the “Company”). The Company provides you (“you” or the “Trader”) with a limited license to use the services (the “Services”) offered by the Company subject to the terms and conditions contained herein (the “Agreement”).

This Agreement is a legally binding contract, and you have a duty to read this Agreement before using and accessing the Services offered by the Company. By using the Services, you are agreeing to the terms and conditions contained within this Agreement.

The Company reserves the right to suspend, replace, modify, amend, or terminate this

Agreement at any time and within its sole and absolute discretion. In the event The Company replaces, modifies, or amends this Agreement, your continued use of the Services after a change in the Effective Date of said changes will constitute your agreement to any replacement, modification, or amendment to this Agreement.

### **Trader Representations**

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.

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 pre-existing agreement.

### **Limited 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.

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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 its rights not expressly granted through this Agreement.

This license is revocable at any time, and any rights not expressly granted in this Agreement are reserved for the Company.

### **Prohibited Uses**

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.

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.

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

### **Education**

The Company does not provide any trader education. The intent of The Company is to identify individuals with a talent for trading. No live trading is provided directly by the Company. Such Traders who pass an assessment offered by the Company shall be allocated capital to trade in a live account under the terms of the Prop Account Trader Agreement, which can be found on this page.

Although The Company may provide data, information, and content relating to investment approaches and opportunities to make trades, such data, information, and content is provided solely for general informational and educational purposes. The Company does not invite the Trader to take any action based upon any of the information and materials provided on by the Company; you should not construe any such data, information, or content as investment, financial, tax, legal, or other kind of advice.

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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.

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

As such, you should carefully consider whether trading and investing is right for you depending on your investment objectives, level of experience, and risk appetite. If you are unsure, you should consult with a financial advisor and/or tax advisor.

### **Account Creation**

To register as a Trader, 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 subject to the Company's privacy policy, which can be found on this page.

The account will be personal to You, and You cannot share it with anybody else. 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.

### **Purchases and Refunds**

The Company may provide products, services, subscriptions, or access to certain portions of 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. By making any such purchases, you agree that the Company has no responsibility and acquires no liability for any claim related to your purchases.

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 will be available to you following the approved transaction.

There are no refunds on any Services purchased from the Company.

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## **Guidelines**

The Company will display the guidelines associated with the Services on the Company's website and via email, upon becoming a Trader. These guidelines, which may change from time to time in The Company's sole discretion, are incorporated in whole into this Agreement. The Company makes absolutely no promise, guarantee, or warranty, express or implied, as to any promise to future employment as a trader, monetary payments, or any other type or kind of compensation or award for your performance as a Trader.

## **Trademarks**

You acknowledge and agree that 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 mistakes, 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.

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.

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.

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## **Disclosure Statement**

Before deciding to participate in financial markets, you should carefully consider your investment objectives, level of experience and risk appetite. Most importantly, do not invest money you cannot afford to lose.

There is considerable exposure to risk in any over-the-counter transaction, including, but not limited to, leverage, creditworthiness, limited regulatory protection and market volatility that may substantially affect the price of the products you are trading.

Moreover, the leveraged nature of over-the-counter trading means that any market movement will have an equally proportional effect on your funds. This may work against you as well as for you.

There are risks associated with utilizing an Internet-based trading 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 trading via the Internet. The Company employs backup systems and contingency plans to minimize the possibility of system failure.

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## **Term and Termination**

The term of this Agreement will begin when you purchase a Service offered via the Company and will continue until either the Company terminates your access to the Services, or you stop using the Services.

The Company reserves the right to terminate the Services or your access to the Company website in its sole and absolute discretion and without prior notice.

## **Disclaimer of Warranties and Limitation of Liability**

You acknowledge and agree that the service and company website are provided on an “as-is” basis and without warranty of any kind, including, but not limited to warranties of title, merchantability, accuracy, fitness for a particular purpose, security, and noninfringement. Wherever permitted by law, you acknowledge that the company will not be held responsible or liable for any claims, damages, judgments, charges, or fees arising out of or related to information on the website and your use of or access to the service or the company website, including, but not limited to compensatory damages, consequential damages, special damages, incidental damages, punitive damages, exemplary damages, costs and attorneys’ fees, damages arising out of errors or omissions, and damages arising out of the unavailability of the website or downtime. You acknowledge that your use of the services and/or the company website is at your sole risk and that the company’s liability is limited to the amount that you paid to use the services or \$500, whichever is less.

## **Indemnification**

You agree to indemnify, defend, and hold harmless The Company, its officers, shareholders, directors, employees, subsidiaries, affiliates, white label users, and representatives from any and all losses, including, but not limited to costs and attorneys’ fees arising out of or related to your use of the Website; your violation of any term or condition of this Agreement; your violation of the rights of third parties, including but not limited to intellectual property rights or other personal or proprietary rights; and violation of any law, statute, ordinance, regulation, or treaty, whether local, state, provincial, national or international.

Your obligation to defend The Company will not provide you with the ability to control The Company’s defence and 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.

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## **Arbitration**

You acknowledge and agree that any controversy or claim arising out of or related to this Agreement, including any claim or controversy concerning the interpretation of this Agreement or your use of this Services, will be settled by arbitration pursuant to the most recently effective commercial arbitration rules of the American Arbitration Association (AAA). This arbitration proceeding will be decided by a single arbitrator randomly selected from a list of neutral arbitrators maintained by the AAA. Judgement on any award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator will be provided with the right to award costs and attorney's fees to the prevailing party. This arbitration will be held in Mauritius and both the Company and Trader agree that they will be required to be present in Mauritius for arbitration under the terms of this Agreement and hereby submit to exclusive personal jurisdiction in Mauritius. The arbitrator will apply the laws of Florida in deciding any controversy or claim pursuant to this Agreement.

## **Force Majeure**

The Company shall not be liable to Trader for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to the Company, Trader, or third-party service provider.

## **Survivability**

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.

## **Severability**

If any term or condition of this Agreement is deemed invalid or unenforceable by the court of competent jurisdiction, the remaining terms and conditions of this Agreement will remain in full force and effect.

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### **Interpretation**

This Agreement will be deemed to have been drafted by both parties, and the terms and conditions of this Agreement will not be interpreted against its drafter.

### **Assignment**

You are expressly prohibited from assigning your rights and duties under this Agreement. The Company reserves the right to assign its rights and duties under this Agreement, including in a sale of the Company or its Services.

### **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.

### **Entire Agreement**

This Agreement contains the entire agreement between the Company and the Trader regarding the use of the Services and supersedes all prior understandings, agreements, or representations between the Company and Trader, whether written or oral.

### **Policy Effective Date: August 1st, 2024**

Welcome to Expert4x Funded Trader Program, a white label of Prop Account, LLC (the "Company"). Your privacy is important to us. Therefore, the Company has adopted this Privacy Policy ("Privacy Policy") to provide you ("you" or "User") with information regarding the Company's collection and use of your personal and personally identifiable information. By using the services offered by the Company (the "Services"), you consent to the Privacy Policy.

The Company reserves the right to suspend, replace, modify, amend, or terminate this Privacy Policy at any time, without notice, and within its sole and absolute discretion. In the event the Company replaces, modifies, or amends this Privacy Policy, the Effective Date above will change. Your continued use of the Services after a change in the Effective Date constitutes your agreement to said replacement, modification, or amendment. It is your obligation to periodically check this Privacy Policy for changes.

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## **Information Company Collects**

To utilize the Services, the Company may collect personal and personally identifiable information from you. Such information may include, but is 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. Additionally, the Company may capture other information including, but not limited to, your IP address, geolocation, information stored in cookies, pixel tags, and web beacons.

## **Cookies**

The Company's website may use cookies. Cookies are small data files generally comprised of a string of text and numbers that assign your computer a unique identifier. They collect information from your computer and allow your computer to have a "dialogue" with the Company and give you a more convenient and personalized experience with the Company's website. If you do not want the Company to use cookies with your computer, then you must adjust your browser settings to disable them. Please note, however, that the disabling of cookies may prevent you from fully accessing all features of the Company's website. If you require any assistance in disabling cookies, please contact your browser company.

## **Social Networking Data**

If the Company allows you to integrate any social media function—e.g., use of Facebook, Twitter, or LinkedIn—into your use of the Company's website, the Company may collect your username associated with any such social media website you use. We may also collect any information that you make public through that website or that such website has shared with us, including, but not limited to profile information, pages you have "liked," and friend lists.

## **Disclosure and Use of Information**

By using the Services, you acknowledge and agree that the Company may release your personal or personally identifiable information to third-party contractors or their agents that have formed a relationship with the Company.

Company may also transfer your personal or personally identifiable information to respond to a duly authorized subpoena or court order, to respond to regulatory requests by government authorities, to protect the safety or security of the Company, the Services, its employees, and its users, and, where necessary, to protect against fraud, false advertising, or the violation of any law, statute, ordinance, regulation, or treaty, whether local, state, provincial, national or international.

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## **Security of Information**

The Company works to protect the security of your personal and personally identifiable information using commercially reasonable security measures and has implemented industry-standard encryption to protect against unauthorized access to or interception of your personal and personally identifiable information. However, no security measures are entirely impenetrable. As such, the Company is not responsible for the circumvention of its security measures by any User or third parties.

## **Prop Account Trader Agreement**

This Prop Account Trader Agreement (the “Agreement”) sets forth the terms and conditions governing your relationship with a doing business as the name of Prop Account, a Mauritius Limited Liability Company. In this Agreement, the undersigned trader is referred to as “Trader” or “You.”

WHEREAS Prop Account is a proprietary trading company that invests its own capital in financial markets, and WHEREAS Prop Account may, from time to time, allocate portions of its capital to be traded by You on terms contained herein or as posted with a feeder program that evaluates traders who demonstrate sufficient skill and risk management.

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

### **1. Purpose Of This Agreement**

The purpose of this Agreement is to set forth the terms and conditions under which the trader may trade the Prop Account Capital.

### **2. Services Provided**

Upon acceptance of the Trader’s qualification after successful completion of an assessment or evaluation program, the Prop Account shall create and fund the account (the “Account”) and provide the Trader with the credentials to access and trade the Account.

### **3. Trader Representations**

- 3.1. The Trader is a natural person, of sound mind, legal age, and legal competence.
- 3.2. The Trader is not relying on investment advice provided by Prop Account or any other entity in making its trading decisions.

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3.3. The activities of the Trader under this Agreement are not prohibited under any law or contract to which the Trader or Prop Account is subject. In the event that such prohibitions come to light after the effective date of this Agreement, the Trader acknowledges that this Agreement may be terminated without notice.

3.4. The Trader acknowledges that the Account and trading platform are provided by a third-party broker(s) and the Trader has no privity with the brokers used by Prop Account to execute the trades and the Trader may not contact said brokers directly regarding any trade dispute or other issue. All such matters must be directed to Prop Account to resolve.

3.5. The Trader has full power and authority to execute this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Trader, enforceable in accordance with its terms.

#### 4. The Account

Upon creation of the Account, You will receive an email (the “Welcome Email”) setting forth the following details:

- Account Login Credentials
- Allocated Capital
- Risk Management And Program Rules
- Trader Portal Credentials
- Profit Splits

You accept full responsibility for monitoring the Account to ensure that trades have been executed correctly and to ensure that no unauthorized trading is occurring in the Account. You may not give control over the Account to any other person or entity, and you may not control the Account of any other Prop Account authorized trader. You shall maintain the confidentiality of the Account credentials and always prevent the unauthorized use thereof. If You become aware of any deliberate or inadvertent disclosure, loss, theft, or unauthorized use of the Account credentials, you must notify Prop Account immediately and request a new password.

To maintain the Account and continue as a Prop Account authorized trader, you must, always, adhere to the Risk Management and Program Rules. The Risk Management and Program Rules are an integral part of this Agreement. It is your responsibility as Trader to carefully read these Risk Management and Program Rules and to inform Prop Account of any questions or objections that you may have regarding them before entering a trade in the Account. By entering your trading orders in the Account, you agree, represent, warrant, and certify that you understand and accept these Risk Management and Program Rules, as they are set forth here and as may be amended from time to time by Prop Account and sent to You by email. Any violation thereof will result in the closing of your

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account and termination as an authorized trader of Prop Account. Additionally, the following actions may also result in the immediate closing of your account:

- Exploiting Errors Or Latency In The Pricing And/or Platform Provided By The Broker
- Utilizing Non-Public And/or Insider Information
- Front Running Of Trades Placed Elsewhere
- Trading In Concert With Another Person, Another Proprietary Trading Program Or Combination Thereof
- Trading In Any Way That Jeopardizes The Relationship Prop Account Has With A Broker Or May Result In The Cancelling Of Trades
- Trading In Any Way That Creates Regulatory Issues For Prop Account.

### 5. Profit Splits & Withdrawals

As an authorized trader for Prop Account, Prop Account agrees to pay you the percentage of profit generated on the account, as set forth in the Welcome Email. Withdrawal requests of profits will be processed on demand but can be requested no more than once every 30 days. Withdrawals will be paid out via our accounts processing affiliate who will request certain documentation from You, including, but not limited to, a valid government-issued photo ID, a recent address verification document and payment details. Upon processing of a withdrawal request, the Prop Account shall also withdraw its share of the trading profits from the account.

For example, let's assume the following:

- Beginning account balance - \$100,000
- Profit split 75%/25% in favour of You.
- Account equity one month later is \$120,000

You request a maximum withdrawal of \$15,000 (75% of \$20,000). The \$20,000 profit will be withdrawn from the Account: Your \$15,000 and Prop Account's \$5,000. The new Account equity highwater mark will be adjusted back to \$100,000 for purposes of adherence to risk management and program rules going forward. Any profits above the highwater mark in the Account after a program rule is violated will be distributed according to the established profit split.

### 6. Transmission Of Orders

Prop Account shall have no responsibility for delays in the transmission of orders due to disruption, failure or malfunction of communications facilities and shall not be liable for any claims, losses, damages, costs, or expenses, including attorneys' fees, to any person or entity arising other than as a direct result of Prop Account's gross negligence.

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### **7. Position & Trading Limits**

Prop Account reserves the right to limit the number of open positions that Trader may enter or maintain in the Account. Prop Account or the broker which Prop Account designates reserves the right, to refuse to accept any order.

### **8. Trading Hours**

All references to Prop Account hours of trading are in UAE using a 12-hour format. Access to the market is typically available from 1:00 AM on Monday to 12:00 PM UAE on Friday, but Prop Account reserves the right to suspend or modify its trading hours at any time and in such an event will inform clients in advance on a best-efforts basis of any changes in its operating hours. Trading hours by contract type may vary.

### **9. Modification Of Terms**

Prop Account reserves the right to modify the terms and conditions of this Agreement or the risk management and program rules at any time and effective upon notice to You. Continued use of the Account after such notice shall constitute your acceptance thereof.

### **10. Independent Contractor**

The Trader shall perform its duties and otherwise conduct its trading activity in the Account as an independent contractor and not as an employee or agent of Prop Account. Aside from adherence to the Risk Management and Program Rules, the Trader acknowledges that Trader, nor any of its officers or employees is an officer, director or agent of Prop Account and Prop Account is not, and will not be, responsible for any trading decisions made on behalf of the Trader and may not commit the Trader to any action. The Trader represents that Prop Account does not have the power either to control the Trader or to exercise any dominating influences over its activities. The parties hereto understand and acknowledge that this Agreement shall not create or imply any agency relationship among the parties, and the Trader will not commit Prop Account in any manner except when a commitment has been specifically authorized in writing by Prop Account.

### **11. Indemnification**

The Trader hereby agrees to indemnify, defend, and hold Prop Account and its officers, directors, employees, corporate affiliates, white label partners and agents harmless from any loss, damage, liability, claim, cost, awards and expenses, including but not limited to reasonable attorneys' fees, arising out of the Trader's illegal and/or wrongful actions and/or any breach of Agreement. Without limiting the foregoing, this indemnity clause shall apply to all allegations of wrongdoing including allegations of illegal use of insider information and all transactions requiring corrective action. If the Prop Account is informed of any pending action or possible loss against the Trader, the Prop Account may set off any monies due to the Trader in amounts sufficient to cover any pending arbitration,

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litigation, customer complaints, unsecured debts, and unpaid expenses in connection with the Trader's trading.

### **12. Intellectual Property & Confidentiality.**

All copyright, trademark, trade secret and other intellectual property rights ("IP") in and related to Prop Account shall always remain the sole and exclusive property of Prop Account and/or its 3rd party service providers and Traders shall have no right or interest in the IP, except for the right to access and use the Account as specified herein. Trader acknowledges that the IP is confidential and has been developed through the expenditure of substantial skill, time, effort, and money. The Trader will protect the confidentiality of Prop Account and/or its 3rd party service providers. Trader will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the IP. Traders will not copy, modify, de-compile, reverse engineer, and make derivative works of the IP or in the way it operates.

### **13. Interruption Of Service**

Except as otherwise expressly provided in this agreement, any technology, brokerage or trading platform (the "trading environment") utilized by prop account, whether developed or maintained by it or a third party, is provided "as-is" and "with all faults", and, to the maximum extent permitted by applicable law, prop account, including its affiliates, subsidiaries, licensors, subcontractors, distributors, services partners, white label partners, agents and marketing partners and each of their respective employees, directors and officers (collectively, "related parties") disclaim all representations, warranties and conditions of any kind, express or implied, regarding the trading environment, or otherwise relating to this agreement, including warranties and conditions of fitness for a particular purpose, merchantability, merchantable quality, non-infringement and accuracy and non-interference; (b) neither prop account, nor any related party warrants that (i) the trading environment is or will be secure, accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations, (ii) the trading environment will meet your requirements, (iii) the results that may be obtained from the use of the trading environment will be accurate or reliable, (iv) any errors in the trading environment will be corrected; (c) you assume the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components, unless such errors or viruses are the direct result of prop account's gross negligence or wilful misconduct; (d) prop account and related parties, jointly and severally, disclaim and make no warranties or representations as to the accuracy, quality, reliability, suitability, completeness, truthfulness, usefulness, or effectiveness of the forms, data, reports, results or other information obtained, generated or otherwise received by you from accessing and/or using the trading environment or otherwise relating to this agreement, and (e) use of the trading environment is entirely at your own risk and neither

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prop account nor any of the related parties shall have any liability or responsibility therefrom.

### **14. Limitation Of Liability**

Notwithstanding anything to the contrary in this agreement, in no event whatsoever shall prop account be liable for any indirect, special, incidental, punitive, or consequential damages, including but not limited to loss of profits, lost time or goodwill, even if prop account has been advised of the possibility of such damages, whether in contract, tort (including negligence), strict liability or otherwise. Prop account shall not be liable for any claims against you by third parties. In no event shall the maximum cumulative liability of the prop account in connection with the trading environment and/or this agreement, regardless of the form of action, exceed the amount of any profit generated by you in the account. No action, regardless of form, arising from or pertaining to the trading environment may be brought by you more than one (1) year after such action has accrued.

### **15. Force Majeure**

Prop Account shall not be liable to Trader for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to Prop Account, Trader, any broker, trading platform or third-party service provider.

### **16. Miscellaneous**

- 16.1. This Agreement between the Prop Account and the Trader constitutes the entire agreement and understanding of the parties hereto and supersedes all previous agreements and understandings, whether oral or written, between the parties with respect to the matters set forth herein.
- 16.2. Any notice or communication permitted or required hereunder shall be in writing and shall be deemed sufficiently given if hand-delivered, sent postage prepaid by certified or registered mail, return receipt requested, or emailed to the respective parties as set forth below, or to such other address as either party may notify the other in writing:

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**Disclaimer:** There is no promise of future profitability. The potential profitability as disclosed in our marketing material is based on historical back traded results and cannot be relied on or trusted to ensure future profitability in the uncertain, volatile financial markets.





# SPECTRA GLOBAL

## TRUSTED BROKER

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### Prop Account

### If to Prop Account:

Spectra Global LTD (MU) is regulated by the Financial Services Commission of the Republic of Mauritius with an Investment Dealer License.

Registration Number 198453 & License Number GB22201302

Registration Address: 33 Edith Cavell Street, 11324, Port Louis, Mauritius

### If to the Trader:

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- 16.3. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, legal representatives, and assigns.
- 16.4. This Agreement may be executed in any number of counterparts, each of which together shall constitute one and the same original document.
- 16.5. This Agreement may be amended, modified, or waived, at any time by Prop Account.
- 16.6. This Agreement shall be governed by and construed in accordance with the laws of Mauritius. The venue for any proceedings arising out of or relating to this Agreement shall be in Mauritius. The prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs.
- 16.7. This Agreement or any section thereof shall not be construed against any party since said Agreement or any section thereof was drafted by said party.
- 16.8. All section or paragraph titles or captions in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

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**Disclaimer:** There is no promise of future profitability. The potential profitability as disclosed in our marketing material is based on historical back traded results and cannot be relied on or trusted to ensure future profitability in the uncertain, volatile financial markets.



# SPECTRA GLOBAL

## TRUSTED BROKER

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- 16.9. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or entity may require.
- 16.10. If any provision of this Agreement, or the application of such provision, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
- 16.11. This Agreement may not be assigned by either party hereto without the written consent of the other but shall be binding upon the successors of the parties.