

TERMS AND CONDITIONS - TECHNOLOGY ACCESS AND TRADER ASSESSMENT PROGRAM

1. WHEN DO THESE TERMS APPLY

The following agreement (Terms and Conditions) is entered into between you and **Pick Funded LLC** (referred to as "the Company"), outlining the terms and conditions governing the use of your Account and the Services provided (including participation in an Assessment Program, acting as a Funded Trader, or utilizing associated ancillary services). These Terms take effect immediately upon the successful registration of your Account and remain in force until termination or cessation of your use of the Services in accordance with clause 18. By registering your Account and utilizing the Services, you explicitly acknowledge and consent to having read, comprehended, and accepted these Terms.

2. WHAT YOU ARE SIGNING UP FOR

2.1 Assessment of Trading skill

(a) Upon setting up an Account and paying the Access Fee, you consent to undergoing an assessment of your trading abilities by the Company within a proprietary demonstration environment (created by the Company) and against the Assessment Criteria relevant to your selected Assessment Program.

(b) You will be granted access to the Trading Platform, which you will utilize to execute your Trades for evaluation by the Company based on the Assessment Criteria.

(a) Upon creating an Account and paying the Access Fee, you agree to undergo an evaluation of your trading abilities by the Company within a proprietary demonstration environment (developed by the Company) and in accordance with the Assessment Criteria relevant to your chosen Assessment Program.

(b) You will gain access to the Trading Platform, which you will utilize to execute your Trades for assessment by the Company against the Assessment Criteria.

2.2 Funded Trader

(a) If your trading skills meet the required proficiency level and you meet the Assessment Criteria, the Company may extend an offer to you to become a Funded Trader (which you can accept or decline). There is no guarantee of being offered this role, regardless of meeting the Assessment Criteria.

(b) As a Funded Trader, the Company will allocate a Bankroll to you (the amount of which corresponds to your chosen Assessment Program) to execute Trades with the goal of achieving a Notional Net Profit for each Trading Period.

(c) Meeting the Funded Trader Criteria for a given Trading Period entitles you to receive a Trader Payment for that period.

(d) Failing to meet the Funded Trader Criteria for a given Trading Period means you will not receive a Trader Payment for that period.

(e) As a Funded Trader, you are not required to deposit funds to finance your allocated Bankroll or cover negative monetary positions resulting from your Trades. Your Bankroll and trade positions are for representation purposes only and do not reflect "live" amounts or positions.

2.3 Trades are for representation only

All Trades are executed on the Trading Platform, which is strictly a demonstration environment and not a live platform. Although the Trading Platform may utilize real data from live trading environments, your Trades are solely for representation purposes and are not executed in a live trading environment. This applies to Trades conducted as part of your chosen Assessment Program as well as those conducted as a Funded Trader.

3. PRELIMINARY MATTERS

3.1 Amendments to these Terms

The Company reserves the right to modify these Terms at any time, including to ensure compliance with legal and regulatory requirements, safeguard its systems, processes, and other users of the Services (including other Funded Traders), and to ensure the continued delivery of Services in a commercially reasonable and sustainable manner. In the event that such changes materially affect the Services or their delivery, you will be notified in writing prior to or promptly after their implementation.

3.2 Interpretation of Terms

Unless explicitly stated otherwise or unless the context dictates otherwise, the following terms hold the subsequent meanings within these Terms:

- Access Fee refers to the upfront fees paid by you to the Company for accessing the Services, as pertinent to your chosen Assessment Program and outlined in the Schedule of Assessment Programs & Fees.
- Account signifies an account established by you or on your behalf to avail of the Services offered by the Company. The Account Application Form refers to the relevant application form, whether in print or hosted online, that you must complete to set up an Account.
- Assessment Criteria denotes the relevant criteria corresponding to each Assessment Program detailed in the Schedule of Assessment Programs & Fees. These criteria must be met to ascertain whether the Company deems an individual proficient in Trading.
- Assessment Program represents an "Assessment Program" as detailed in the Schedule of Assessment Programs & Fees, which you select when establishing your Account.
- Bankroll stands for the representative dollar value allocated to you if selected to become a Funded Trader, from which you will conduct and place representative Trades.
- Confidential Information encompasses any information inherently confidential or commercially sensitive, including technical, proprietary, and operational details, drawings, techniques, processes, know-how, and the terms outlined in these Terms.
- Funded Trader refers to an individual who accepts the Company's offer to act as an independent contractor, executing theoretical Trades using representative real-time data on the Trading Platform.
- Funded Trader Criteria signifies the relevant criteria that a Funded Trader must meet to receive Trader Payments, as outlined in the Schedule of Assessment Programs & Fees.
- Independent Contractor Agreement refers to an agreement entered into between you and the Company if selected to become a Funded Trader.
- Intellectual Property Rights encompass all Confidential Information and industrial and intellectual property rights, including current and future rights related to copyrights, patents, trademarks, design rights, trade secrets, know-how, inventions, and discoveries, as defined in Article 2 of the convention establishing the World Intellectual Property Organization of 1967, whether registered or not, along with any future rights to apply for registration.
- Notional Net Profit represents the notional value attributed to the representative value of the net positions of your Trades for each Trading Period.
- Permitted Use indicates the authorized construction and placement of Trades on the Trading Platform as part of the Assessment Program or as a Funded Trader.
- Restricted Territory carries the meaning ascribed in Clause 4.

- Restrictions encompass the prohibited and restricted use of the Services as outlined in Clause 12.2.
- Schedule of Assessment Programs & Fees refers to the schedule detailing the available Assessment Programs, along with relevant details such as Access Fees, Assessment Criteria, Funded Trader Criteria, and Potential Trader Payment, when establishing an Account and as part of the Services.
- Services denote the provision by the Company of trading technology, including the Trading Platform, and trading assessment services to you, other applicants, Funded Traders, and as part of your selected Assessment Program.
- Terms refer to these Terms and Conditions and include any accompanying documents expressly agreed to form part of these Terms, such as the Schedule of Assessment Programs & Fees.
- Trades denote the theoretical and/or representative forex and contracts-for-difference (CFD) trades you execute and place on the Trading Platform, whether as part of your Assessment Program or as a Funded Trader, with Trading having a corresponding definition.
- Trader Payments signify the amounts you are entitled to receive upon becoming a Funded Trader and meeting the Funded Trader Criteria, as prescribed in the Schedule of Assessment Programs & Fees.
- Trading Platform represents the technology platform provided by the Company to facilitate the execution and placement of Trades as part of the Services.
- Website refers to the Company's designated website outlined in the Schedule of Assessment Programs & Fees or any other website(s) the Company may maintain periodically to deliver parts of the Services.

3.3 Interpretation of these Terms

In interpreting these Terms, unless the context indicates otherwise:

- (a) Singular words include their plural forms, and vice versa.
- (b) Unless explicitly stated otherwise, a reference to "party" refers to any party bound by these Terms.
- (c) The word "including" or any variation thereof does not imply limitation.
- (d) Headings and sub-headings are provided for convenience only and do not impact the interpretation or application of these Terms.
- (e) Any obligation or benefit imposed by these Terms on or in favor of multiple individuals binds or benefits them collectively as well as individually.
- (f) References to persons or parties encompass individuals, estates, corporations, regulatory bodies, associations (incorporated or unincorporated), parties in joint ventures, partnerships, trusts, and their respective successors or permitted assigns.
- (g) Expressions concerning writing encompass printed, typed, or otherwise reproduced words.
- (h) If a party is obligated to perform or abstain from a certain action, it is also responsible for ensuring that its employees, agents, contractors, customers, and visitors comply with the same.
- (i) These Terms should not be construed unfavorably against any party solely because that party prepared or arranged for the preparation of these Terms.

3.4 Incorporation of Schedule of Assessment Programs & Fees

The Schedule of Assessment Programs & Fees is integrated into and constitutes a part of these Terms. This schedule may be provided alongside these Terms or separately, such as in another document, on the Website, or as part of other communications between you and the Company. Unless explicitly stated otherwise, the provisions outlined in the Schedule of Assessment Programs & Fees take precedence in the event of any inconsistency between them and these Terms.

4. RESIDENCY ACKNOWLEDGEMENT & DISCLAIMER

You acknowledge, warrant, and agree that you are not, and will not at any time during your use of the Services be, a citizen or resident (permanent or otherwise) of a Restricted Territory. You recognize and agree that it is solely your responsibility to ensure compliance with any laws and permissions to use the Services, fully indemnifying the Company and its personnel from any loss, damage, or liability arising from the establishment of your Account or your use of the Services being unlawful or unauthorized in any jurisdiction, including your country of citizenship or residency. For the purposes of these Terms, a Restricted Territory includes countries expressly identified as such in the Schedule of Assessment Programs & Fees, but may also include others designated by Governments and Government agencies. By purchasing any products, you affirm that all provided information is true and accurate.

You undertake to promptly notify us if any of the above representations become incorrect. Furthermore, you agree that we may immediately and without notice suspend or terminate the agreement if we reasonably believe it necessary to comply with applicable sanctions laws.

You explicitly consent that any payments made are non-refundable if you breach this Clause 4.

5. PROVISION OF SERVICES

(a) The Company provides the Services strictly for Permitted Use only.

(b) The Company makes no representation and does not provide any warranty regarding the suitability of the Services. You acknowledge and agree that the Trading Platform and Services are provided "as is," and that you have not relied on any representation or warranty (express or implied) made by any party, except as expressly stated in these Terms. The Company does not warrant that the Trading Platform or any other technology or platform it provides: (i) is or will be secure, accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other limitations; (ii) meets your requirements; (iii) will provide results that are accurate or reliable; or (iv) will have errors corrected.

(c) You acknowledge and agree that the Company provides you with technology, administrative, and assessment services only, and that the Services do not constitute the provision of financial products or financial services.

(d) You bear the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components, except to the extent directly caused by the Company's gross negligence or willful misconduct.

(e) The Company is not liable for delays in the transmission of Trade orders due to disruption, failure, or malfunction of communications facilities or infrastructure, and is not liable for any claims, losses, damages, costs, or expenses, including legal or professional fees, to any person or entity except as a direct result of the Company's sole gross negligence.

(f) The Company may limit the number of open Trading positions you may enter or refuse to accept any Trade.

6. NO PARTNERSHIP OR EMPLOYEE RELATIONSHIP

The parties are independent contractors with respect to each other. These Terms do not establish or imply a partnership, joint venture, agency, or employer-employee relationship between the parties. They do not authorize a party to act as a representative for the other party or to impose any duties or obligations on the other party.

7. ESTABLISHING YOUR ACCOUNT

7.1 Completion of Account Application Form

To create your account, you must fill out the Account Application Form on the Website and provide the Company with any additional information requested, including necessary documents for identity verification and anti-money laundering checks.

7.2 Acceptance of application

Once you submit your Account Application Form, the Company will conduct all required internal checks and notify you whether your application to establish an Account has been accepted.

7.3 Discretion to accept applications

The Company has full discretion in deciding whether to accept an Account Application Form or proceed with establishing or maintaining an Account.

7.4 Acknowledgment

You acknowledge and agree that the Company will rely on the accuracy, completeness, and correctness of the information or documents provided in your Account Application Form to establish the Account. You warrant that you will promptly inform the Company of any changes or inaccuracies in the provided information or documents due to changes in your circumstances.

8. ACCESS FEE

8.1 Payment of Access Fee

Upon establishing your Account, you must select an Assessment Program and pay the relevant Access Fee to the Company before gaining access to the Trading Platform. The Access Fee is non-refundable once the Assessment Period commences, except where required by law.

8.2 Voluntary payment of Access Fee

By submitting an Account Application Form, you expressly authorize the Company to establish your Account and agree to voluntarily receive and use the Services without coercion from any other party. You agree that payment of the Access Fee is voluntary in accordance with your chosen Assessment Program. You are prohibited from initiating a chargeback related to the Access Fee without valid grounds, including after commencing receipt of Services or using the Trading Platform. The Company may present these Terms as evidence to dispute any unsubstantiated chargebacks related to the Access Fee, and you will be responsible for any incurred costs (including administrative and legal costs on a full indemnity basis) to refute or recover amounts associated with an unsubstantiated chargeback.

9. ASSESSMENT PROGRAM

9.1 Access to Trading Platform

Upon receipt of the Access Fee by the Company, access to the Trading Platform will be granted to commence your Assessment Program. Unless explicitly agreed otherwise by the Company or communicated differently to you, your Assessment Criteria (including the Assessment Period) will align with the details specified for your Assessment Program in the Schedule of Assessment Programs & Fees.

9.2 Assessment Period Restarts

Once the Assessment Period commences, you will not have the option to restart it. The Company may, at its discretion, consider restarting an Assessment Period if compelling reasons are provided by you or another party. However, the Company is not obligated to allow such a restart unless required by law.

9.3 Change of Assessment Program

Changing Assessment Programs is only permitted with the Company's approval. Additional payments may be required to cover differences in Access Fees or administrative fees associated with implementing such changes. The decision to allow a change to another Assessment Program or to reject a request for such a change rests solely with the Company.

9.4 Live Demonstration

You may be requested to provide the Company with a "live" or "real-time" demonstration of your Trading activities during the Assessment Period, either via video conference or in person.

10. COMPLETION OF ASSESSMENT PROGRAM

To successfully complete your chosen Assessment Program, your Trading Performance must meet the relevant Assessment Criteria outlined for your selected Assessment Program. The Company will inform you at the conclusion of your Assessment Period whether you have met the Assessment Criteria.

11. FUNDED TRADER

11.1 Offer to Become a Funded Trader

If you meet the Assessment Criteria or if the Company determines that your Trading skills are proficient and meet high standards, the Company may (at its discretion) extend an offer for you to become a Funded Trader. The Company may consider other relevant information, such as your trading history and expertise, in assessing your suitability for this role. However, it's important to note that an offer to become a Funded Trader is not guaranteed. Simply paying an Access Fee and participating in an Assessment Program, regardless of success, does not obligate the Company to extend this offer to you.

11.2 Acceptance or Rejection of Offer

You have the option to either accept or reject the Company's offer to become a Funded Trader. If you choose to accept the offer, you will need to sign an Independent Contractor Agreement provided by the Company. Alternatively, if you decide to decline the offer, you can inform the Company accordingly. Failure to respond to the offer within 30 days will be considered as a rejection.

11.3 Additional Information

Before being onboarded as a Funded Trader, you may be required to provide further information, including identification, criminal history, bankruptcy checks, and bank account details.

11.4 Independent Contractor Status

It's important to understand that a Funded Trader is engaged by the Company strictly as an independent contractor, and not as an employee, partner, or agent of the Company.

11.5 Bankroll

As a Funded Trader, you will be provided with a Bankroll, which you will use to execute Trades with the goal of generating Notional Net Profit and increasing your allocated Bankroll.

11.6 Trader Payments

If you meet the relevant Funded Trader Criteria for each Trading Period, you will receive Trader Payments accordingly. These payments will be made in US Dollars (or another agreed currency) to a bank account nominated by you.

12. PERMITTED USE & RESTRICTIONS

12.1 Permitted Use

(a) You are only permitted to use the Services for their intended purpose and must not use them in violation of any imposed Restrictions, nor allow others to do so.

(b) You affirm that you are and will continue to be permitted, authorized, or licensed, as required by law or regulatory standards, to engage in activities outlined by the Permitted Use or the Services.

(c) Compliance with all relevant laws, regulations, and other regulatory requirements is mandatory when engaging in activities permitted by the Services.

(d) Any breach of this clause by you absolves the Company of liability for resulting losses, costs, or liabilities, and you agree to indemnify the Company against any losses or liabilities incurred due to such breaches.

12.2 Restrictions

You are prohibited from:

(a) Allowing or granting permission for another individual or third party to access or utilize your Account or the Trading Platform without explicit authorization from us.

(b) Making any alterations, modifications, or changes to any aspect of the Trading Platform or Services without prior written consent from the Company.

(c) Engaging in, facilitating, or supporting any illegal, unethical, unconscionable, or fraudulent activities directly or indirectly through the use of the Trading Platform. This includes activities that violate anti-money laundering and counter-terrorism financing laws in any jurisdiction.

(d) Using the Services in a manner that violates any laws or infringes upon the personal or proprietary rights of any third party, including Intellectual Property Rights.

(e) Employing any methods, including the use of software or applications, to scrape, crawl, frame/iFrame, post unauthorized links, aggregate, hack, perform denial of service (DOS) attacks, reverse engineer, or bypass technological protection measures implemented by the Services, Trading Platform, or Website.

(f) Transmitting unsolicited commercial communications to third parties through the Services or Trading Platform.

(g) Employing any trading strategies expressly prohibited by the Company, including but not limited to:

(i) Exploiting pricing errors or latency in the platform provided by the Company.

(ii) Utilizing non-public or insider information.

(iii) Engaging in front-running trades placed elsewhere.

(iv) Endangering the relationship between the Company and its service providers, potentially leading to the cancellation of live trades.

(v) Creating regulatory issues for the Company or its service providers.

(vi) Accessing multiple accounts from the same IP address or allowing an account to be accessed from multiple IP addresses.

(vii) Allowing a third party to access or use your Account for trading purposes or to pass an evaluation challenge.

(viii) Employing any other strategy, software, or technique that the Company deems to not represent individual trading in good faith.

12.3 Contraventions

If the Company determines that you have violated any part of this clause 12, it reserves the right to immediately suspend or terminate your Account and/or access to the Services without prior notice. Additionally, any fees or payments owed to you under these Terms will be forfeited. You acknowledge that engaging in trading activities that contravene these restrictions may disqualify you from becoming or remaining a Funded Trader, and you agree that the Company may review your trading activities at any time to assess for such contraventions.

13. TAXES OR OTHER STATUTORY OR REGULATORY COSTS

(a) Unless explicitly stated otherwise, all fees mentioned in these Terms are exclusive of tax.

(b) You are responsible for paying all applicable taxes or other statutory or regulatory fees associated with your use of the Services, including but not limited to sales tax, use tax, goods and services tax, value-added tax, withholding tax, or similar taxes, as well as any penalties or interest related to such taxes.

(c) If the Company is obligated to withhold or deduct any of the aforementioned amounts from your Trader Payment, you agree to reimburse the Company for such withheld or deducted amounts immediately upon demand.

14. INTELLECTUAL PROPERTY

14.1 Ownership of intellectual property

The Company retains full legal ownership and Intellectual Property Rights to all technology, applications, products, systems, and documents provided to you under these Terms, including the Trading Platform, Website, Account, and other components of the Services.

14.2 Assignment of Intellectual Property Rights

If necessary to confirm the Company's ownership and control of any Intellectual Property Rights as outlined in clause 14.1, you must ensure the effective assignment of such rights.

14.3 Indemnity

You agree to indemnify the Company against any liabilities resulting from any infringement of Intellectual Property Rights by you or any failure on your part to assign Intellectual Property Rights effectively to the Company as required by clause 14.2.

15. CONFIDENTIALITY

15.1 Use of Confidential Information

The receiving party of Confidential Information must only use it for the purpose of fulfilling its obligations and exercising its rights under these Terms. The receiving party should keep Confidential Information separate from other documents and records to the extent feasible.

15.2 Prohibited disclosure and use

Except as permitted by clause 15.3 or necessary to comply with clause 15.1, the receiving party must not use or disclose the Confidential Information in an unauthorized manner, nor allow third parties to access or use it. Additionally, the receiving party must not make copies, reduce to writing, or record the Confidential Information, except as required to fulfill its obligations under these Terms.

15.3 Permitted disclosure

Despite the restrictions in clause 15.2, the receiving party may disclose the disclosing party's Confidential Information with prior written consent, to employees, officers, representatives, contractors, or advisers who require such information for performing their duties, or as mandated by law, a court, or regulatory authority. The receiving party remains accountable for ensuring compliance with these confidentiality provisions by its personnel.

15.4 Return of Confidential Information

(a) Upon request from the disclosing party, the receiving party must promptly:

- (i) Destroy or return all Confidential Information belonging to the disclosing party;
- (ii) Delete all Confidential Information from its computer systems or electronic storage (to the extent feasible);
- (iii) Provide written confirmation of compliance with this clause;
- (iv) However, the receiving party may retain Confidential Information to the extent necessary to comply with legal obligations or directives from governmental or regulatory authorities, or to demonstrate performance of obligations under these Terms.

(b) If the receiving party develops or uses a product or process that, in the disclosing party's reasonable opinion, may have utilized the disclosing party's Confidential Information, the receiving party must, upon request, furnish information reasonably required by the disclosing party to verify that the disclosing party's Confidential Information has not been utilized or disclosed.

16. PRIVACY AND DATA PROTECTION

(a) The Company may gather information directly from you (including via your Account) or from third parties such as credit agencies, fraud prevention agencies, and public registers.

(b) Personal information provided by you (for natural persons) will be collected, stored, processed, and handled by the Company in accordance with its Privacy Policy.

(c) Personal information may be shared with related entities or business partners for facilitating assignments, transfers, or novations.

(d) Information held about you will be treated as Confidential Information and used solely for providing the Services.

(e) Your information, including private recordings and documents, may be disclosed:

- (i) If mandated by law or a competent court;
- (ii) Upon request by a regulatory body or authority with jurisdiction over the Company or you (or your affiliates);
- (iii) To investigate or prevent fraud, money laundering, or other illegal activities;
- (iv) To defend or exercise the Company's legal rights;
- (v) To professional advisors of the Company, subject to confidentiality obligations;
- (vi) To credit reference and fraud prevention agencies for verification purposes;
- (vii) With your consent or at your request.

(f) Telephone conversations between you and the Company may be recorded for compliance monitoring and quality control purposes, with such recordings being the Company's property and serving as evidence for orders and instructions made by you.

(g) You consent to the Company contacting you via any communication method.

(h) The Company will retain records containing your personal data, trading information, account documents, communications, and related materials for at least five years after termination or expiry of these Terms, or as required by law.

17. INDEMNITY AND LIMITATION OF LIABILITY

(a) Each party (referred to as the indemnifying party) agrees to indemnify the other party (referred to as the indemnified party) against any claims or liabilities, including reasonable legal costs on a solicitor-client basis, arising from damages or losses, such as infringement of Intellectual Property Rights or breaches of confidentiality, personal injury, or death caused or contributed to by the willful or negligent acts, omissions, or breaches of these Terms by the indemnifying party. The indemnifying party's liability under this clause 17 is proportionately reduced to the extent that the indemnified party's acts or omissions have contributed to such damages, losses, personal injury, or death.

(b) Nothing in these Terms limits or excludes the indemnifying party's liability:

(i) for death or personal injury resulting from its negligence or that of its employees, agents, or subcontractors;

(ii) for illegal acts, fraud, or fraudulent misrepresentation; or

(iii) for any other acts, omissions, or liabilities that cannot be limited or excluded by law.

(c) Neither party is liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, under these Terms, or otherwise, for any loss of profit, loss of opportunity, economic loss, or indirect or consequential loss.

(d) The Company is not liable for any losses, damages, expenses, or liabilities incurred by you in relation to, or directly or indirectly arising from or in connection with:

(i) any errors or failures in the operation of any electronic systems or network infrastructure (including the Trading Platform);

(ii) any delays within or caused by the Trading Platform;

(iii) transactions made via the Trading Platform;

(iv) the acts, omissions, or negligence of any third party;

(v) any unauthorized access to your access codes or login information obtained from a party other than the Company;

(vi) activities permitted by the Permitted Use; or

(vii) unauthorized third parties accessing information, including electronic addresses, electronic communications, personal data, and access codes or login information transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

18. TERMINATION OR DISCONTINUED USE OF THE SERVICES

18.1 Voluntary Discontinuation of Use

- (a) You have the option to cease using the Services at any time of your choosing. You must inform us promptly after deciding to discontinue using the Services.
- (b) If you do not access your Account or the Trading Platform for a consecutive period of 6 months, the Company may interpret this as your indication of ceasing to use the Services.
- (c) Upon notification of your decision to discontinue using the Services, the Company will close or restrict access to your Account and Trading Platform.
- (d) Except as provided in paragraph (e) below, you will not be entitled to receive payment of any sums or refunds of the Access Fee.
- (e) If you are onboarded as a Funded Trader, you will receive any remaining Trader Payments you are entitled to (prior to discontinuing your use of the Services and subject to clause 13).

18.2 Termination without cause by the Company

The Company reserves the right to end your use of the Services at any time and for any reason, without providing a specific cause.

18.3 Termination for cause

- (a) Either party can terminate these Terms if the other party fails to resolve a breach of any clause within 14 days after receiving written notice of the breach.
- (b) Either party can immediately terminate these Terms without notice if the other party commits a significant breach. Examples of significant breaches include:
 - (i) Bankruptcy, making arrangements with creditors, or being unable to pay debts as they become due;
 - (ii) Winding up, liquidation, official management, or appointment of a receiver, manager, or administrator; or
 - (iii) Breach of a Restriction or misuse of the Services.
- (c) The Company may terminate these Terms immediately and without notice to you under clause 12.3.

18.4 Suspension instead of termination

The Company may choose to suspend your access to the Services rather than terminate these Terms if it deems it more suitable. For example, if further investigations are necessary to determine if there has been a breach or misuse of the Services. The duration of any suspension will be determined by the Company at its discretion, acting reasonably.

18.5 Consequences of termination

- (a) Upon termination or expiration of these Terms:
 - (i) Your access to the Services will be restricted or canceled;
 - (ii) Each party must promptly deliver to the other party (or delete or destroy if directed) any Confidential Information, data, personal information, or other property of the other party in its possession or control. You must return to the Company all information, including access codes and passwords.
- (b) Except as expressly contemplated by clause 12.3, termination or expiration of these Terms does not affect the rights or obligations of either party accrued before termination or expiration, including payment of Access Fees or Trader Payments.

18.6 Survival

A clause that is intended to survive termination or expiration, including clauses 4 (Residency Acknowledgment & Disclaimer), 6 (No Partnership or Employee Relationship), 13 (Taxes or Other Statutory or Regulatory Costs), 14 (Intellectual Property), 15 (Confidentiality), 16 (Privacy and Data Protection), 17 (Indemnity and Limitation of Liability), 18.5 (Consequences of Termination), 18.6 (Survival), 21 (Notices), and 22 (Dispute Resolution), remains in effect after termination or expiration of these Terms.

19. FORCE MAJEURE

The Company shall not be held liable to you or any other party for any claims, losses, damages, costs, or expenses, including legal or professional fees, arising directly or indirectly from events, actions, or omissions beyond the reasonable control of the Company. Such events may include civil unrest, war, insurrection, international intervention, actions by government or regulatory bodies (such as exchange controls, forfeitures, nationalizations, or devaluations), natural disasters, acts of God, market conditions, inability to communicate with relevant parties, or any delay, disruption, failure, or malfunction of transmission or communication systems or computer facilities, whether owned by you, the Company, a third-party, or another service provider.

20. WARRANTIES REGARDING CAPACITY AND STATUS

20.1 Warranties regarding capacity

Each party represents to the other that the following statements are true and accurate at the commencement of these Terms:

- (a) It validly exists under the laws of its jurisdiction of incorporation.
- (b) It possesses the authority to enter into and fulfill its obligations under these Terms and to carry out the transactions contemplated herein.
- (c) It has taken all necessary actions to authorize its agreement and performance of these Terms and to execute the transactions contemplated herein.
- (d) Its obligations under these Terms are valid, binding, and enforceable.
- (e) All warranties in this clause 20 are true and will remain so during the use of the Services.

20.2 If you are a trustee

If you establish your Account as the trustee of a trust (the "Relevant Trust"), you warrant to the Company that upon establishing your Account:

- (a) You are and continue to be the sole trustee of the Relevant Trust and are not in breach of any fiduciary duties regarding the Relevant Trust.
- (b) The Relevant Trust has been validly established and has not terminated or vested, and no actions have been taken or proposed to remove you as trustee or to terminate the Relevant Trust.
- (c) You have the right to be fully indemnified from the assets of the Relevant Trust, and the trust fund is sufficient to satisfy such indemnity right and all other obligations as trustee under these Terms.
- (d) You possess full power and authority to enter into and fulfill your obligations under these Terms and to observe and perform all obligations herein.
- (e) You agree to these Terms in the proper administration of the Relevant Trust and for the benefit of the trust beneficiaries, without conflict of interest or duty or breach of trust.
- (f) These Terms are legal, valid, and binding on you, enforceable subject only to the discretion of the courts and applicable laws relating to creditors' rights.

20.3 Restrictions if you are a trustee

As the trustee of the Relevant Trust, you are prohibited from permitting any of the following actions without the prior written consent of the Company:

- (a) Altering, replacing, or restricting the terms of any document that establishes the Relevant Trust.
- (b) Your removal as trustee of the Relevant Trust or the appointment of another party as trustee, either solely or jointly with others.

(c) Distributing, transferring, or allocating any portion of the income or capital of the Relevant Trust.

21. NOTICES

Any notice, demand, consent, or other communication (referred to as "Notice") issued or made under these Terms must be in writing, in English, and signed by an authorized person representing the sender. It should be delivered to the registered address of the Company or to an address provided by you to the Company in any correspondence. This includes any communication made through electronic means (such as email).

22. DISPUTE RESOLUTION

22.1 Good faith negotiation

In the event of a dispute arising from or in connection with these Terms (excluding urgent matters requiring immediate relief), the parties agree to engage in good faith negotiations to resolve the dispute through discussions before taking further action.

22.2 Arbitration

Following the occurrence of a dispute, regardless of whether the parties have utilized clause 22.1, the dispute may be submitted for resolution through arbitration under the London Court of International Arbitration Rules (LCIA Rules), which are incorporated by reference into this clause. The arbitration will involve:

- (a) Appointment of one arbitrator.
- (b) Conducting the arbitration in London, England.
- (c) Conducting the arbitration proceedings in the English language.

22.3 Injunctive relief

Clause 22 does not impede any party's right to seek injunctive relief from a court of competent jurisdiction if failure to obtain such relief would result in irreparable harm. The dispute resolution procedures outlined in this clause do not hinder, delay, or otherwise affect a party's exercise of its rights under these Terms (including any termination rights).

23. GENERAL

23.1 Severability

If any part of these Terms does not comply with any law, then the offending part must be read down to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of these Terms.

23.2 No waiver

A single or partial exercise or waiver of a right relating to these Terms does not prevent any other exercise of that right or the exercise of any other right. A party is not liable for any loss, cost or expense of any other party caused or contributed to by any waiver, exercise, attempted exercise or failure to exercise, or any delay in the exercise of, a right.

23.3 Variations

Other than as expressly contemplated by another provision of these Terms, a variation or amendment to these Terms is not binding unless agreed by the parties in writing.

23.4 Assignment

You must not assign, novate, transfer or otherwise deal with its rights and obligations under these terms without the Company's prior written consent. The Company may assign, novate, transfer or otherwise deal with its rights and obligations under these terms without notice to you to effect any corporate re-structuring activities or a sale or transfer of its business to a third party.

23.5 Entire agreement

These Terms form the entire agreement between the parties and supersede all other communications, negotiations, arrangements and agreements, whether verbal or written, between the parties in respect of the subject of these Terms.

23.6 Governing law

These Terms are governed by the laws of Saint Vincent and the Grenadines and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Saint Vincent and the Grenadines.

APPLICANT CONFIRMATION & ACKNOWLEDGEMENT

I/we, being the above-named applicant, have read and understood the Terms and Conditions accompanying this Account Application Form, and authorise Pick Funded LLC (the Company) to establish an Account on my/our behalf. I/we acknowledge and agree that I/we have voluntarily and fully consented to paying the Access Fee corresponding to the Assessment Path 10 I/we have selected above to the Company. The Company may present this Confirmation and Acknowledgement as evidence to refute any chargeback in connection with an Access Fee paid by me/us and may recover from me/us any costs (including administrative and legal costs on a full indemnity basis) it incurs to refute a chargeback or recover an Access Fee associated with an unsubstantiated chargeback