

INDIVIDUAL AGREEMENT

This INDIVIDUAL AGREEMENT (the “**AGREEMENT**”) governs the rights and obligations in connection with the services provided by you (“**You**” or “**Your**” or “**FSL**”) to FSL Prop DMCC (“**Us**”, “**We**” or “**Our**”) and vice versa as described below (the “**Services**”), offered mainly through the <https://fslprop.com/> Website and/or one of Our affiliated Websites (the “**Website**”). Please read this Agreement carefully. You are under no obligation to provide the Services if You do not agree or understand any portion of this Agreement, nor should You use the Services unless You understand and agree to this Agreement.

1. THIS AGREEMENT

- 1.1. **Transacting as an Individual.** The trading Services shall be provided to FSL Prop DMCC, which is licensed with the Dubai Multi Commodities Centre with license number DMCC-909394 and authorised to trade corporate funds for proprietary purposes on exchanges and brokerages.
- 1.2. **Structure of this Agreement.** This Agreement comprises the entire agreement between the Parties with respect to the Services provided to FSL by You. The terms and conditions of this Agreement apply to all Transactions You subsequently enter into with Us.

2. DEFINITIONS

- 2.1. **Authorise.** Means authorise the stage of a Transaction when We transmit funds from Our account to the Beneficiary Account.
- 2.2. **Beneficiary Account.** Means the account to which We are sending your funds.
- 2.3. **Booking.** Means booking a Transaction by providing us with all of the relevant Transaction details.
- 2.4. **Business Day.** Means a day on which We are open for business which shall not include Saturday and Sunday, and any Bank Holiday of the applicable market for the specific transaction.
- 2.5. **Close Out.** Means reversing a Transaction in the circumstances set out in Section 12 or otherwise pursuant to this Agreement.
- 2.6. **You.** Refers to a professional trader who was evaluated by a third party and due to successful evaluation, was granted with the option to trade corporate funds of FSL. You shall be deemed as a contractor or signal provider to trade on the subaccount.

- 2.7. **Transaction Confirmation.** means a written communication, however described, provided by Us confirming the details of any Transaction that You have booked online.
- 2.8. **Forward Contract.** Means a foreign exchange contract under which You wished to exchange money at an agreed exchange rate and at an agreed time which is between 48 hours and 12 months from the time of the contract being entered into.
- 2.9. **Instructions.** Means a request made by You to enter into a Transaction and shall be taken to include any information, communications or documents incidental to or relating to a Transaction whether We process the Transaction or not.
- 2.10. **Order Confirmation -** means the notification We send You confirming the details of the Order You have entered into with Us.
- 2.11. **Order -** means a limit order pursuant to which You may instruct us to enter into a Transaction only when a Target Rate has been reached.
- 2.12. **Payout.** Means crediting the Beneficiary Account, which is held with a third-party payment institution, which has been chosen by us.
- 2.13. **Platform.** means the FSL online dealing platform
- 2.14. **Rate.** means the foreign currency exchange rate that We quote You for a Transaction.
- 2.15. **Recipient Account.** Means the account to which You are sending funds.
- 2.16. **Spot Contract.** means a foreign exchange contract under which We agree to exchange money at an agreed rate within 48 hours of the contract being entered into.
- 2.17. **Target Rate.** Means the rate at which an Order is triggered.
- 2.18. **Support.** Means the following email address: funded@fxify.com.
- 2.19. **Third Party.** Means anyone apart from You.
- 2.20. **Transaction.** Means a Spot Contract, a Forward Contract or an Order, and shall be taken to refer to a series of transactions pursuant to standing instructions given by You.
- 2.21. **Website.** Means: <https://fslprop.com/>

3. REPRESENTATIONS AND WARRANTIES

- 3.1. You are an individual acting for own purposes and not on behalf of any Third Party.
- 3.2. You are over the age of majority in the Province or Jurisdiction where primary residence.
- 3.3. We do not offer financial advice. You are the sole trader and the decision maker with respect to account.
- 3.4. The FSL's Platform is used for execution only.
- 3.5. You represent and warrant to FSL that You are an individual.
- 3.6. **Indemnity -** You agree to indemnify us for any costs, expenses or fees We may incur as a result of failure to perform obligations under this Agreement, whether they arise under Section 13 or in some other way. This includes any legal costs that We may incur in order to enforce our rights or recover any amounts you owe us. You also agree to indemnify us for any fees, costs, duties and taxes charged by third parties in relation to the Transactions

You enter into, including fees charged by beneficiary bank, whether or not those fees or charges Were notified to You in advance.

- 3.7. You are responsible for keeping username and password private and responsible for access to account on our platform once You have logged in. When We act on instructions from account You agree to indemnify us for all losses arising from unauthorized access to account unless these losses arise due to negligence on our part. Where We are liable for any unauthorized transaction We will credit account with any money lost up to the amount of the transaction. We will have no further liability to You.
- 3.8. You will be responsible for all losses (including the amount of any transaction carried out without authority) if You have acted without reasonable care or You have acted fraudulently as stipulated in the Agreement. Once You have notified us of any unauthorized access to FSL account We will suspend account and You will not be responsible for any unauthorized instructions carried out after this point.

4. LIMITATION OF LIABILITY

- 4.1. FSL will not be liable to You for any loss, costs or damages incurred resulting from Your use of the FSL online dealing Platform or non-use if the Platform is unavailable for any reason. Whilst We do everything in our power to ensure the speedy transmission of funds, We cannot guarantee that delays in the transfer of funds won't happen and cannot accept any liability to You for any loss resulting from such a delay.
- 4.2. No Liability for Delays - You acknowledge that delays in the transmission and receipt of payments may occur. In particular, You acknowledge that We operate an online dealing platform that could be subject to technical, or other, problems, the nature and duration of which may be beyond our control. Our service also involves the use of intermediaries who are outside our control. Accordingly, while We do everything in our power to ensure the timely transmission of funds, We cannot guarantee that transfers of funds will always be made on time and cannot accept any liability to You for any loss suffered by You because of any delays in the transmission of funds.
- 4.3. Liability Limited - We will not be liable to You for any form of consequential damages or loss that You may suffer as a result of:
 - 4.3.1. delays in the transfer of funds to You, or
 - 4.3.2. our refusal at any time to transfer the funds to You, or
 - 4.3.3. communication malfunctions.
- 4.4. Without in any way limiting the effect of this paragraph or any other paragraph of this agreement, "consequential damages" shall be taken to include damages arising from:
 - 4.4.1. loss of business,
 - 4.4.2. loss of opportunity to realise a gain as a result of foreign exchange fluctuations,
 - 4.4.3. loss of any other opportunity, or

4.4.4. loss of interest on funds.

4.5. For the avoidance of doubt and without limiting any other provision of this Agreement:

4.5.1. if funds fail to reach Beneficiary Account as the result of a mistake made by Us, We will credit Beneficiary Account in the full amount of the funds You expect to receive but that shall be the full extent of our liability to You.

4.5.2. if We Close Out or refuse to process one or more of Transactions for any reason, we will have no liability towards You.

5. ANTI-MONEY LAUNDERING

5.1. Due to the inherent risks in transferring Currency between entities located in different countries, FSL takes extraordinary measures to ensure that it is not participating or assisting in money laundering or terrorist financing. You understands that law enforcement and regulatory agencies may periodically inspect all Trades executed with FSL either by the consent of FSL or pursuant to applicable law. Therefore, You understands that all information regarding Trades, accounts, and related transactions could potentially be disclosed by FSL to, and reviewed by, law enforcement and other regulatory agencies in accordance with applicable law.

5.2. AML Compliance - You undertake that You will not knowingly do anything to put us in breach of the Federal Decree-Law No. (20) of 2018 On Anti-Money Laundering, Combating the Financing of Terrorism and Financing of Illegal Organizations, rules and other subordinate instruments (AML/TF Laws). You undertake to notify us if You become aware of anything that would put us in breach of AML/TF Laws.

5.3. You agree to provide, when requested, additional information and assistance and comply with all reasonable requests to facilitate our compliance with AML/TF Laws in UAE or an equivalent overseas jurisdiction.

5.4. In certain circumstances, We may be obliged to freeze or block an account where it is used in connection with illegal Activities or suspected illegal Activities. Freezing or blocking can arise as a result of the account monitoring that is required by AML/TF Laws. If this occurs, We are not liable to You for any consequences or losses whatsoever and You agree to indemnify us if We are found liable to a third party in connection with the freezing or blocking of account.

5.5. We retain the right, at any time, to refuse, in our sole discretion, to cooperate with you and/or to be provided by Service.

6. PRIVACY

- 6.1. The use of personal information in UAE's commercial activities is protected by the Federal Decree Law No. 45 of 2021 Regarding the Protection of Personal Data (PDPL), or by substantially similar provincial legislation. FSL is PDPL complaint.
- 6.2. FSL will take all reasonable precautions to ensure that the information provided to Us by You will be kept private and confidential. We collect personal information in order to provide our products and Services you and to be provide by the Services by You to US, and to satisfy our regulatory obligations under the guidelines set down by PDPL.
- 6.3. We may provide personal information to our intermediary bankers and to any government regulatory bodies that normally require it or may request it. We may also provide information to any partners, agents or intermediaries who are a necessary part of the provision of our products and Services.
- 6.4. You acknowledge and agree that We use international intermediaries to process Transactions on behalf and that personal information may be sent to those overseas intermediaries in order to complete the Transaction.
- 6.5. You acknowledge and agree that We may contact bank to verify identity, banking information and any other information relevant to this Agreement and obligations under this agreement. You also authorize FSL to consult reputable third-party providers and to use the information We have collected from You to confirm on an ongoing basis Your identity via credit cards or credit reference checks.
- 6.6. You consent to the electronic recording of telephone conversations without a warning message being given and that We may use the recordings as evidence in any dispute that may arise between us.
- 6.7. You must keep information up to date either by informing us directly or through You're client profile.

7. TRANSACTIONS/INSTRUCTIONS

- 7.1. Username and Password – You will create a username and password when You register with FSL. The password can be changed at any time by You by accessing the Client Profile through the FSL platform. Should You forget his password a new temporary password will be issued once We had verified Your identity. It is Your responsibility to ensure the security of username and password. We will rely on any Instructions received pursuant to the use of the username and password without checking the identity of the user and You will at all times be bound by those Instructions. You can provide us with instructions only via the Platform.

- 7.2. Right not to accept Orders – We may, but shall not be obliged to, accept instructions to enter into a Transaction. If We decline to process instructions, We shall not be obliged to give a reason.
- 7.3. We may suspend any service provided to You as part of the Service without notice where We consider it necessary to do so. We take our exchange rates from various market sources, such as Our LP(S) as defined below under Section 9.2, and that We believe to be accurate however if one of those sources produces an ‘off market’ rate then, We reserve the right to correct the rate. An off-market rate is considered to be an exchange rate that is outside the day’s trading range.
- 7.4. Cancellation of Instructions – We can only cancel instructions if We have not acted upon them. Once a Transaction has become legally binding, You may not cancel the Transaction in any circumstances. If You made an error in inputting instructions then We will make reasonable efforts to correct the Transaction but You understands and accepts that We are not obliged to make corrections, and if corrections are made, respectfully You are liable for any costs incurred.
- 7.5. You can enter into a transaction by giving Instructions via the Platform, the Transaction will be legally binding when We receive Instructions, via the platform. We will provide You with confirmation of the Transaction details on the screen at the time of transaction and also send details by email.

8. PROFIT SHARING

- 8.1. If You will perform successful Transactions You will be entitled to a percentage of the profit which derive from that transaction depending on Your initial choice, the profit-sharing percentages can vary. The accurate profit-sharing percentage is stipulated on Our Website and is subject to change in the sole discretion of FSL.
- 8.2. Payout will be made to Your Beneficiary Account subject to the AML and KYC procedures of the third-party payment institution.

9. TRANSACTION CONFIRMATION

- 9.1. The terms of each Trade will be set out in the Transaction Confirmation presented to You on the Transaction Confirmation Screen, which follows Your acceptance of the Transaction. The Transaction confirmation is evidence of the completed Transaction and the terms of the completed Transaction. The Transaction will not be invalidated if, for any reason, the Transaction Confirmation is not presented to You by FSL on the Transaction Confirmation Screen as a result of a computer malfunction or any other reason. If, for any reason, the Transaction confirmation is not presented to You, the records of FSL with respect to that Transaction will constitute conclusive evidence of the terms of the

Transaction. If a Transaction confirmation is not presented to You for any reason, You should notify FSL immediately by emailing / opening a chat with Our Support, and FSL may provide You with a confirmation by email or other means setting out the terms of the Transaction.

- 9.2. When trading with FSL, all Trades shall be forwarded to FSL's liquidly providers and / or other third parties as per the sole discretion of the FSL (the "LP(S)"). The LP(S) shall retain the right to oversee and manage the Trades and the associated risks that are associated with them, therefore some of the Trades may or may not be executed as Straight Through Process (STP) transactions.

10.ELECTRONIC FUNDS ONLY

- 10.1. You acknowledge that We will transmit funds by electronic means only.

11.FORBIDDEN TRADING PRACTICES.

- 11.1. DURING THE TERM OF THIS AGREEMENT, IT IS PROHIBITED TO:

11.1.1. KNOWINGLY OR UNKNOWINGLY USE TRADING STRATEGIES THAT EXPLOIT ERRORS IN THE SERVICES SUCH AS ERRORS IN DISPLAY OF PRICES OR DELAY IN THEIR UPDATE;

11.1.2. PERFORM TRADES USING AN EXTERNAL OR SLOW DATA FEED;

11.1.3. PERFORM TRADES WHICH UNDER OUR SOLE DISCRETION ARE INVOLVE HIGHLY SPECULATIVE TRADING STRATEGIES, INVOLVING EXCESSIVE RISK-TAKING BEYOND THE NORMS OBSERVED IN STANDARD TRADING PRACTICES.

11.1.4. PERFORM, ALONE OR IN CONCERT WITH ANY OTHER PERSONS, INCLUDING BETWEEN CONNECTED ACCOUNTS, TRADES OR COMBINATIONS OF TRADES THE PURPOSE OF WHICH IS TO MANIPULATE TRADING, FOR EXAMPLE BY SIMULTANEOUSLY ENTERING INTO OPPOSITE POSITIONS;

11.1.5. PERFORM TRADES IN CONTRADICTION WITH THIS AGREEMENT; 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;

11.1.6. PERFORM GAP TRADING BY OPENING TRADE(S):

11.1.7. WHEN MAJOR GLOBAL NEWS, MACROECONOMIC EVENT OR CORPORATE REPORTS OR EARNINGS ("EVENTS"), THAT MIGHT AFFECT THE RELEVANT FINANCIAL MARKET (I.E. MARKET THAT ALLOWS

TRADING OF FINANCIAL INSTRUMENTS THAT MIGHT BE AFFECTED BY THE EVENTS), ARE SCHEDULED; AND

11.1.8. 2 HOURS OR LESS BEFORE A RELEVANT FINANCIAL MARKET IS CLOSED FOR 2 HOURS OR LONGER; OR

11.1.9. 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 FSL MIGHT SUFFER FINANCIAL OR OTHER HARM AS A RESULT OF YOUR ACTIVITIES (E.G. OVERLEVERAGING, OVEREXPOSURE, ONE-SIDED BETS, ACCOUNT ROLLING, STATISTICAL ARBITRAGE).

11.1.10. PERFORM ANY TRADING WHICH IS SEEN AS PROHIBITED AS PER OUR SOLE DISCRETION.

12. CLOSING OUT

12.1. We will Close Out a particular transaction or all transactions You have with us without notice if, You will engage in FORBIDDEN TRADING PRACTICES as stipulated in Section 11 of this Agreement.

12.2. We will not make any Payouts to You, which are resulting from Closing Out.

12.3. Moreover, We will not make any Payouts to You if:

12.3.1. You fail to provide US with requested material information about Yourself;

12.3.2. The Information You have provided Us with is inaccurate, incomplete or misleading;

12.3.3. We believe that you were not acting for own purposes or permitted to a third party to trade on your behalf.

12.3.4. Bankruptcy proceedings are commenced against You;

12.3.5. You refused to undergo a verification call with us to identify your identity.

12.4. When We Close Out a particular transaction or all transactions, we go into the market and sell the currency You initially bought. In all likelihood, the market price would have moved and if a loss is incurred You will be liable to pay us the amount of that loss, together with any other expenses that may have been incurred. We will not Payout to you any resulting profit from a Closing Out. You acknowledge that any loss resulting from closing out transaction is a debt payable by You and that We will deduct this loss from any money we might hold for You. The balance of any money owing should be paid within 7 days of the closing out.

13. TERM AND TERMINATION

- 13.1. FSL has the right to terminate the Agreement without giving a reason, the termination will take place within 14 days as of the termination notice. Moreover, FSL has the right to terminate the Agreement immediately due to your breach of any of the terms of this Agreement and which was not rectified within 7 days.
- 13.2. You have the right to terminate this Agreement in any time, the termination notice must be made via the Trading Platform or via email. We will confirm the receipt of the notice to you in writing without undue delay. If You terminate the Agreement, We will make the Payout (if applicable) to You without undue delay (no later than 30 days after termination notice) was received by us.
- 13.3. In the event that You shall not execute any trades within a consecutive period of two (2) months, Your Account shall be deemed inactive and will be considered as a breach of this Agreement. We reserve the right to take appropriate actions regarding inactive accounts, which may include, but are not limited to, suspension or termination of the Account. You acknowledge and agree to monitor Your trading activity and to take necessary steps to avoid the Account inactivity.

14. DISCLAIMER

- 14.1. YOU ACKNOWLEDGE THAT THE SERVICES AND OTHER CONTENT ARE PROVIDED “AS IS” WITH ALL THEIR ERRORS, DEFECTS AND SHORTCOMINGS, AND THAT THEIR USE IS AT YOUR SOLE RESPONSIBILITY AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY THE MANDATORY LAWS, FSL 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.
- 14.2. TO THE EXTENT PERMITTED BY THE MANDATORY PROVISIONS OF THE APPLICABLE LAWS, FSL IS NOT RESPONSIBLE FOR ANY HARM, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, 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 TOOL, FUNCTIONALITY, INFORMATION OR ANY OTHER CONTENT AVAILABLE IN CONNECTION WITH THE USE OF THE SERVICES OR ELSEWHERE ON THE PLATFORM. FSL IS NOT

RESPONSIBLE FOR ANY PRODUCTS, SERVICES, APPLICATIONS OR OTHER THIRD- PARTY CONTENT THAT YOU USE IN CONNECTION WITH THE SERVICES.

- 14.3. FSL reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.
- 14.4. FSL is not responsible for its failure to provide the Services if that failure occurs due to serious technical or operational reasons beyond FSL'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 other force majeure events, and/or if FSL is prevented from providing the Services as a result of any obligations imposed by law or a decision of a public authority.

15. GENERAL

- 15.1. Our records will be evidence of dealings with FSL. You agree not to object to the admission of our records as evidence should any legal dispute arise between us. You acknowledge that our records are kept in electronic format and are not in writing.
- 15.2. If You have a problem with our Service You should bring it to our attention immediately. Our complaints officer will attempt to resolve the dispute to satisfaction as quickly as possible.
- 15.3. From time to time We may modify This FSL Terms and Conditions. We will inform You by email of any changes made and continued use of the FSL Forex service after being notified of any changes will constitute agreement to and acceptance of the changes.
- 15.4. This agreement shall be governed exclusively by the laws of the Province of UAE. All trades shall be deemed to have taken place at the head office of FSL Prop DMCC in Dubai, UAE. The courts of Dubai shall have exclusive jurisdiction for settling disputes arising from this agreement and both parties submit to this jurisdiction.
- 15.5. If any part of this Agreement becomes invalid under applicable law, it will not affect the validity of the rest of the agreement.
- 15.6. Neither party will be liable for any failure or delay in performance (except for responsibility to make payments) due to government acts (e.g. currency controls), acts of God, war of civil unrest, or other circumstances beyond the party's reasonable control.
- 15.7. By proceeding with opening an account You confirms that the representations and warranties in this Agreement are true and that You accepts this agreement in its entirety.