



Delta Funding

Delta Funding Evaluation - Customer Agreement

This Customer Agreement (this "Agreement") is made effective as of the last signed date by and between Delta Funding on behalf of its partners (the "Company"), and (the "Customer").

The Funded account will be created after the KYC is done and this agreement is signed. In connection to the passed Evaluation Phase 1 and for good consideration exchanged, the parties conclude this Contract:

1. Right to Simulation Trading.

The Customer is granted a license to conduct simulated trades on the FOREX financial market, or other financial markets using a designated demo account (referred to hereafter as the 'Customer Account').

Access to the Customer Account is subject to the terms of this Agreement and Delta Funding programs and products. Additionally, the Customer has the right to receive compensation from Delta Funding under the terms of this Agreement (referred to as 'FOREX Trading'). The Customer acknowledges and agrees that the Customer Account is the property of the Company and commits to maintaining the confidentiality of all activities conducted within the Customer Account. The Customer further acknowledges that the Company reserves the right to assess the realism of FOREX trading compared to actual market operations, with compensation contingent upon the accuracy of this reflection. Any discrepancies between FOREX trading and real market operations may result in adjustments to compensation or termination of the agreement.

2. Account Balance and Trading Behavior Requirements.

Company shall not instruct the Customer regarding the method of FOREX Trading. The Customer has the freedom of manner in which he or she performs FOREX Trading. During FOREX Trading, the Customer is obliged to observe the following prudence policies of trading:

- a. Not exceed the maximum loss limit of 12% based on the initial account size. The trader must ensure that the maximum loss does not exceed 12% of the initial account size at any given moment.
- b. Not exceed the maximum daily loss limit of 5% based on the starting equity or balance of the day. For the purpose of this rule, the higher value between equity and balance will be used. The trader must ensure that the maximum daily loss does not exceed 5% of the equity or balance on any given day. The determination of the daily maximum loss will be based on the equity or balance at 00:00 CEST/server time and will remain in effect until the next 00:00 CEST/server time.

- c. If the Customer's account hits the stop loss and due to slippage the account hits the daily loss or the maximum loss on the liquidity pool, the company holds the right to terminate the trader's funded account if the company proves it.
- d. Trading during high-impact news events, as well as any other news events, is fully allowed and permitted under our policy. There are no restrictions on trading during these times, and traders are free to execute trades without worrying about specific time windows or limitations related to news events. Our system does not impose any penalties or deductions for trades made around such events, and we encourage traders to take advantage of market opportunities regardless of news releases. This flexibility is designed to give traders complete freedom in managing their strategies without restrictions.
- e. (Funded only) Any Trading activities that are used to take advantage of Trading Platform inefficiencies (Gap trading, high frequency trading, toxic trading flow, server spamming, latency arbitrage, hedging, long short arbitrage, reverse arbitrage, tick scalping, server execution, opposite account trading) are all prohibited trading methods plus copy trading or account management by a third-party vendor will result in account termination, such activities with Delta Funding will result in account termination. Keep in mind that using a third-party Expert Advisor is allowed as long as it is a trade or risk manager. Using any other third-party Expert Advisor is not allowed. This will lead to violating the account and declining your payout request. Furthermore, Customer shall not exploit the Services by performing trades without applying market standard risk management rules for trading on financial markets, this includes, among others, the following practices (i) opening substantially larger position sizes compared to Customer's other trades, whether on this or any other Customer's account, or (ii) opening substantially smaller or larger number of positions compared to Customer's other trades, whether on this or any other Customer's account. The Company reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations are Forbidden Trading Practices.
- f. The account can not be inactive for more than 30 calendar days. Inactive means no trades have been executed on the account.
- In the event of a breach of any of the rules referred to in this Article, all positions on the broker's platform shall be closed immediately and the Customer's Account will be blocked. In such case, Company has the right to terminate this Agreement under the conditions of Article 14.

3. Acknowledgement.

The Customer acknowledges that the Customer Account is a demo version that does not allow to perform real-world trades using FOREX Trading on financial markets. It is up to the decision of the Company which of the activities of FOREX Trading will be executed on the financial market and which will not.

4. Right to Remuneration.

The Customer is entitled to remuneration for FOREX Trading which is calculated according to the achieved performance on the Customer's Account. Billing can take place in 5 business days from the first business day on the Account. If the Customer starts to trade for example on November 10, billing will be eligible to take place on the

15th of November. Billing consists of deducing from the Provider's Account the difference between the closed account balance and the value of the initial capital where this difference is positive. The minimal remuneration is 1% of the initial balance of the master account. The resulting Customer's remuneration is calculated at a fixed rate of 80% of the difference for the duration of this agreement, beginning from the start date and continuing until termination or expiration. With the 4th remuneration, the initial evaluation fee which was paid by the Customer will be paid back. The remuneration is payable within the 14th day of the invoice being issued by the Customer to the account shown in the header of this Agreement. The Customer acknowledges that the Company reserves the right to determine whether the FOREX trading was realistic in the operation of the real financial market and that the remuneration payable is dependent on the FOREX trading reflecting the operation of the real financial market in a clear and reasonable manner. **Any deviations from the FOREX trading in the operation of the real financial market will result in changes to the payable remuneration.** In the event of a breach of any of the rules stated in this agreement which results in closing the account, the Customer has no right to remuneration.

5. Compliance with General Terms.

The Customer shall not perform FOREX Trading in violation of: (i) the operation of real financial market, (ii) the current General Terms and Conditions of the broker, (iii) the current General Terms and Conditions of Delta Funding which are available on <https://deltafundingfx.com/deltafunding-terms-and-conditions.pdf>, (iv) the limitations set out in Article 2 of this Contract; and (v) the current trading rules of Delta Funding which are available on <https://www.deltafundingfx.com/#faqpc> (v). Transactions made in violation of the above terms will not be included in billing according to Article 4 of this Contract, and in such a case, Company has the right to terminate this Contract under the conditions of Article 14.

6. Compliance with Malta.

By signing this Agreement, the Customer undertakes to conduct FOREX Trading in accordance with generally binding regulations valid in Malta and to provide all necessary permits for this activity.

7. Conflict of Interest.

The Customer shall notify Company of any of his or her interest in business or other activities pursuing property benefits that could find themselves in conflict with the interests of Company.

8. Confidentiality.

The Customer vows to keep the confidentiality of all information received in connection with this Agreement or when performing FOREX Trading in partnership with the Company. The Customer shall not copyright, trademark, or patent any byproduct created through his or her relationship with Company unless otherwise agreed upon.

9. Data Processing.

The Customer agrees and acknowledges that Company processes (in an automated manner or by other means through web-based partners and accounts) the personal data of the Customer in compliance with applicable data protection laws. The data of the Customer, which the Customer has provided or will provide to Company for the purposes of and to the extent necessary to (i) the performance of this Agreement, (ii) the regular personal evaluation of the Customers and other customers, (iii) resolution of any disputes arising in connection with this

Agreement and (iv) information on new services or products of Delta Funding. The Customer grants this consent for the duration of the performance of work for Company or in partnership with Company, and for the period of three years after the termination of this Contract, unless the obligation to archive some personal data for a longer period is otherwise provided by law (in which case the Customer grants this consent for the appropriate period of time). The Customer further acknowledges that the Company may hold on to his or her personal data indefinitely and without consent at the request of law enforcement agencies for the purpose of aiding in investigative activities.

10. Third Party Data Processing.

Company has the right to provide personal data of the Customer to third parties and to foreign governments to the extent necessary to carry out the terms of this Agreement and to comply with relevant data privacy laws. Company only has the right to such transfer of personal data of the Customer for the purpose of and to the extent specified above, or if such an obligation is provided for by law. Company shall inform the Customer of the transfer of his or her personal data pursuant to this paragraph unless the law states otherwise.

11. Right to Correct.

The Customer has the right to access and correct the personal data. In the event that the Customer finds or believes that Company performs the processing of his or her personal data contrary to the protection of the private and personal life of the Customer or in conflict with the Act on the protection of personal data (in particular, if the personal data are inaccurate), he or she may ask Company to redress.

12. Return of Company Property.

Upon Company's request and at any time after the termination of this Agreement, the Customer agrees to return all borrowed tools, other resources, notes, and documents, including electronic or other storage media, containing information on the activities of Company, including all copies thereof. Making copies is strictly prohibited.

13. Integral Part of Agreement.

The Contracting Parties expressly acknowledge that the privacy statements form integral parts of this Agreement and Customer expressly acknowledges that he or she has read and understands the privacy statements.

14. Termination.

This Agreement is concluded for an indefinite period and may be terminated by either party at any time with immediate effect without notice.

15. Copies.

This Contract was made in two copies, one of which was taken over by Company and the other one by the Customer. The copies are equally valid forms of this Agreement.

16. Applicable Law.

This Agreement and all integral parts of this Agreement shall be subject to the laws of Malta, where applicable. Should there be a dispute between the parties and if the said dispute is not able to be resolved through arbitration as stated in the TOU by law or by circumstances, the dispute shall be resolved by the court of Malta.

17. Appendices.

Any appendices attached to this Agreement are integral parts of this Agreement.

18. Amendments.

The Company reserves the right, at its sole discretion, to modify or replace any portion of this Customer Agreement by posting updates and alterations on our website and notifying the Customer via email. It is the Customer's responsibility to periodically review our website for any changes. The Customer's ongoing use of or access to our website and the service, following the publication of any revisions to this Customer Agreement and receipt of our email notification, signifies their acceptance of those modifications.

19. Taxes.

Company shall not be liable or responsible for the withholding of taxes for the Customer.

20. Relationship.

This Agreement shall not be interpreted to create any form of partnership, membership, employment, and joint venture unless otherwise written and recorded elsewhere.

21. Invalidity of Previous Contracts

This section of the contract between the "Company" and the "Customer" hereby declares that any previous contracts signed between the parties are null and void. This contract represents the entire agreement between the Company and the Customer and supersedes any and all prior negotiations, understandings, and agreements, whether written or oral.

The Customer Signature

The Customer

Audit trail

Contract is sent to the Customer