SIMULATED TRADING AGREEMENT

entered into between –

COMIT CAPITAL (PTY) LTD

and

CLIENT

1 BACKGROUND

1.1 Comit Capital operates as a proprietary trading firm, providing Clients access to simulated trading environments for training, evaluation, and performance assessment purposes.

1.2 Clients who successfully complete Comit Capital's evaluation process, a trading challenge, receive an allocation of virtual assets from Comit Capital, and become "funded".

1.3 In provision of the Services, Comit Capital grants Clients' access to simulated trading environments wherein a Client may utilise such virtual assets to execute Trades in instruments representing CFDs.

1.4 The Client, by engaging the Services made available by Comit Capital, expressly accepts, acknowledges, agrees, understands and warrants the understanding that: -

1.4.1 No financial product or service, as defined in the FAIS Act, is offered in terms of this Agreement;

1.4.2 Comit Capital does not render Advice, as defined in the FAIS Act;

1.4.3 The Client is not a 'client', nor may the Client be deemed a 'client' as defined in the FAIS Act;

1.4.4 No product, service, contract, Trade, or otherwise, arising out of this Agreement or any associated term or condition, offered by Comit Capital is regulated in terms of the FAIS Act;

1.4.5 Simulated trading engaged in any Challenge provided by Comit Capital uses market data but does not involve real trades during a Challenge and simulated balances cannot be withdrawn, therefore You are not owed any compensation for "profits" you generate in simulation, and you do not owe us for simulation "losses";

1.4.6 Comit Capital may, at its sole discretion, extend to you a Funded Account;

1.4.7 Comit Capital does not provide investment advice, trading recommendations, or portfolio management;

1.4.8 Comit Capital's Services are structured as simulated proprietary trading services and are not intended to constitute regulated financial services under the FAIS Act. Nothing in this Agreement prevents the Client from exercising any statutory right to approach a competent regulator, ombud or court. However, Comit Capital reserves all rights available in law in respect of any complaint, claim or submission that is fraudulent, knowingly false, malicious, vexatious or made in bad faith;

1.5 Upon the Effective Date, the Client expressly agrees that they have read, understood and accepted all terms and conditions set out herein, together with all legal documentation, FAQs and policies which may be amended from time to time, as made available to the Client by Comit Capital on its Website, all of which form part of this Agreement.

1.6 The Client, from the date they acquire and/or access any Challenge provided by Comit Capital, agrees to be legally bound by the terms and conditions set out in this Agreement.

1.7 This Agreement constitutes the sole record of the Agreement between Comit Capital and the Client and neither Party to this Agreement shall be bound by any undertaking, representation or warranty, save and except for as is otherwise specifically provided for in this Agreement.

2 INTERPRETATION

2.1 In this Agreement, unless the context clearly indicates otherwise, the following words and expressions shall have the meanings assigned to them below:

2.1.1 "**Advice**" means "advice" as defined in section 1 of the FAIS Act;

2.1.2 "**Agreement**" means this document, as amended from time to time, read together with all annexures and appendices to this document, if any, including and without limitation any other documentation, policies, FAQs, and terms and conditions located on the Website and/or Client portal;

2.1.3 "**Challenge**" means Comit Capital's evaluation stage, wherein a Client trades in a simulated environment under predefined rules and their performance is assessed for discipline and risk management;

2.1.4 "**Challenge Account**" means Comit Capital's evaluation stage account, purchased by the Client;

2.1.5 "**Comit Capital**" or "**We**" means Comit Capital (Pty) Ltd, a company incorporated within the Republic of South Africa with company registration no.: 2024/361276/07, having its registered office at 50 Katherine Street, Sandton, Gauteng, Johannesburg;

2.1.6 "**Daily Drawdown Limit**" means the maximum allowable % loss in a single calendar day;

2.1.7 "**Client Portal**" means your secure portal on the Website where you can access account metrics, initiate Rescue and request payouts;

2.1.8 "**Client**", "**You**" and/or "**Your**" shall mean the individual who signs this document and accepts Comit Capital's terms and conditions for the purpose of utilising the Services;

2.1.9 "**Day**" shall mean a business day being any day other than a Saturday, Sunday, or any other day which is officially declared a public holiday in the Republic of South Africa;

2.1.10 "**Effective Date**" shall mean the earlier of the date upon which the Client hereto places a Trade or commences Trading, with or via Comit Capital, and, the date of signature of this Agreement by the last party signing;

2.1.11 "**FAIS Act**" shall mean the Financial Advisory and Intermediary Service Act No. 37 of 2002, as amended, and includes any regulations, Codes of Conduct and other subordinate legislation made under that Act;

2.1.12 "**Fees and Charges**" shall mean the commissions, fees and charges payable by the Client in terms of this Agreement;

2.1.13 "**Funded Account**" or "**Live Account**" means a Comit Capital funded-stage account that may be offered to a Client, at Comit Capital's sole discretion, after successful completion of a Challenge and

Verification. A Funded Account may provide the Client with conditional access to trade a virtual balance, notional allocation, simulated capital amount or such other account structure as Comit Capital may determine from time to time. The Client does not own, control, deposit, withdraw or acquire any right, title or interest in any capital, balance, funds or assets associated with a Funded Account. The Client's entitlement, if any, is limited to a Profit Split expressly approved and payable in accordance with this Agreement;

2.1.14 "**FSCA**" means the Financial Sector Conduct Authority of South Africa;

2.1.15 "**Hard Breach Rule/s**" means any rule, trading parameter, prohibited conduct restriction, risk limit, account rule or simulated trading policy which, if breached, may result in the suspension, restriction or termination of the Client's Challenge Account, Funded Account, access to the Services, eligibility for a Profit Split, or relationship with Comit Capital;

2.1.16 "**Initial Capital**" means the notional starting balance assigned to your simulated account in the Challenge;

2.1.17 "**Rescue**" means the reset feature made available after a Hard Rule breach. The Client may, within the allowed window, pay a fee to restore the same account number and continue their use of the Services;

2.1.18 "**Overall Drawdown Limit**" means the maximum allowable % loss from peak to trough for the entire account;

2.1.19 "**Profit Split**" the agreed percentage of net realised trading profits from the Funded Account that may be paid out to you;

2.1.20 "**Party**" shall mean either, the Client or Comit Capital as the context suggests; and "**Parties**" shall mean the Client and Comit Capital jointly;

2.1.21 "**Services**" means the services described in Clause 4, simulated CFD trading and, any and all forms of services rendered by Comit Capital to its Clients emanating from this Agreement;

2.1.22 "**Tick Scalping**" means any trading strategy or conduct characterised by ultra-short-duration, high-frequency execution intended to capture minimal price movement measured in ticks or fractions of pips;

2.1.23 "**Trade**" or "**Trading**" means any simulated trade placed by the Client whilst utilising the Services;

2.1.24 "**Verification**" means Comit Capital's verification stage wherein You validate your identity through straightforward Know-Your-Customer processes; and,

2.1.25 "**Website**" means www.comitcapital.com or any other URL owned or controlled by Comit Capital connecting the public with Comit Capital.

2.2 In this Agreement:

2.2.1 A reference to one gender includes a reference to the other two genders.

2.2.2 Words in the singular shall include the plural and vice versa, as context dictates.

2.2.3 The headings in this Agreement are inserted for convenience only and do not affect its interpretation.

2.2.4 If any provision in a definition is a substantive provision conferring rights or imposing duties on any Party, notwithstanding that it is only in the definition and interpretation clause, effect shall be given to it as if it were a substantive provision of this Agreement.

2.2.5 When this Agreement prescribes any number of days, they must be reckoned exclusively of the first and inclusively of the last day. If the last day falls on a day that is not a Business Day, it will be deemed to fall on the next Business Day.

2.2.6 References to "include" and "including" shall be interpreted as meaning "include without limitation" and "including without limitation".

2.2.7 References to any statute including any regulations or other subordinate legislation issued under any statute shall be deemed to include references to such statute, regulations or other subordinate legislation as from time to time amended, supplemented, extended or replaced.

3 PURPOSE

3.1 This Agreement governs the following:

3.1.1 The Client's access to and use of the Services made available by Comit Capital;

3.1.2 The Client's eligibility for allocation of a Challenge or Funded Account;

3.1.3 Any payout rights pursuant to a Profit Split;

3.1.4 The Client's ongoing duties, conduct requirements, and restrictions; and,

3.1.5 Comit Capital's rights to suspend, terminate, scale, or refuse to provide the Services.

4 SERVICES PROVIDED

4.1 The Services made available to the Client may include, but are not limited to:

4.1.1 Access to one or more trading challenges or evaluation programs designed to assess the Client's trading skill, discipline, and risk management capabilities;

4.1.2 Verification processes;

4.1.3 Execution of Simulated trading activities using virtual balances and trading conditions that emulate real-market environments without the use of actual financial capital provided by the Client;

4.1.4 Access to Analytics, dashboards, reports, and performance tracking tools, including metrics related to profit targets, drawdown, consistency, and overall trading behaviour; and

4.1.5 Access to regulated broker infrastructure, and trading platforms through which simulated trades are executed and monitored, subject to the operational arrangements of Comit Capital and its partners.

4.2 At the sole discretion of Comit Capital, and upon the Client's successful completion of all applicable requirements, including, but not limited to, passing the Challenge phase, completing Verification, and complying fully with the Hard Breach Rules and Simulated Trading Policies, the Client may be offered a Funded Account.

4.3 A Funded Account represents an opportunity for the Client to trade a virtual balance under live-simulated market conditions with profit-sharing privileges as determined by Comit Capital.

4.4 The allocation, structure, and continued maintenance of any Funded Account remain strictly at the discretion of Comit Capital, which reserves the right to amend, suspend, or revoke such accounts at any time in accordance with this Agreement.

5 ELIGIBILITY

5.1 You confirm you are 18+ and that accessing these Services is legal in your country.

5.2 You may not use the Services if you are in a restricted or sanctioned jurisdiction or subject to international sanctions, or if you have a criminal record for financial crime or terrorism.

5.3 We may limit how many concurrent Challenges you can run under that Client Section and how much total Initial Capital you can access.

5.4 You agree to provide accurate and current information. You must update changes promptly. We may conduct AML / CDD checks. We may suspend or terminate access if you provide false, incomplete, outdated, or misleading information.

5.5 You must keep your login credentials secret. You may not share account access, resell access, or let someone else trade on Your behalf.

6 FEES, PAYMENT AND REFUNDS

6.1 The Client shall be required to pay the quoted fee to obtain access to a Challenge or to the Services provided under such Challenge.

6.2 The fee shall depend on the specific Challenge and/or account type selected by the Client and will be clearly displayed on the Website at the time of selection and checkout. Fees may vary based on account size, program structure, or other variables determined by Comit Capital.

6.3 The fee shall be payable in South African Rand (ZAR) or United States Dollars (USD), as quoted on the Website at the time of purchase.

6.4 All fees paid to Comit Capital are non-refundable, except in the instance the Client has paid a fee for a Challenge and is offered a Funded Account. The fee paid for the Challenge may be refunded however, Comit Capital will not offer refunds to Clients who have purchased a Rescue prior to being offered a Funded Account.

6.5 Fees quoted are inclusive of applicable taxes. The Client is responsible for declaring and paying any tax obligations arising from payouts received.

7 THE CHALLENGE

7.1 Comit Capital offers a range of Challenges designed to evaluate the Client's trading ability, discipline, and adherence to risk management principles. All available Challenge programs, including account types and associated parameters, are displayed on the Website and may be selected by the Client at their discretion.

7.2 Each Challenge includes a detailed description of the applicable rules, trading objectives, and behavioural standards, all of which must be strictly observed by the Client. Participation in a Challenge signifies full understanding and acceptance of these rules and any supplementary guidelines published on the Website, the FAQs or Client Portal.

7.3 A Challenge shall be deemed to commence on the date the Client executes their first simulated trade on a Challenge Account. From that moment, this Agreement, all relevant trading conditions, limits, and evaluation metrics become fully binding.

7.4 Even for the purpose of a Challenge, the Client shall ensure their actions do not constitute a Hard Breach Rule violation.

7.5 Any breach of a Hard Breach Rule shall be deemed an automatic failure of the Challenge. Comit Capital reserves the right, at its sole discretion, to disqualify the Client, terminate the Challenge, and discontinue all associated Services without refund.

7.6 At Comit Capital's sole discretion, a Client who has breached a Hard Breach Rule may be offered the opportunity to continue participation through a Rescue option.

7.7 If a Rescue is granted by Comit Capital:

7.7.1 The Client will receive an automated notification and a Rescue account option will appear within the Client Portal;

7.7.2 The Client may be required to pay a fee for a Rescue account, as displayed at the time of activation;

7.7.3 The Client's existing account number will be reinstated, and trading will resume from the same Challenge phase; and

7.7.4 All Hard Breach Rules remain in effect in perpetuity. Repeated or subsequent breaches will result in permanent disqualification and loss of eligibility for further participation.

8 FUNDED ACCOUNT

8.1 Successful completion of the Verification process does not automatically entitle the Client to a Funded Account. The provision of a Funded Account or proprietary capital allocation remains at the sole discretion of Comit Capital, which may offer or decline such allocation without obligation or explanation.

8.2 A Funded Account represents a discretionary opportunity to trade virtual capital under the Comit Capital's proprietary structure and does not constitute an investment account, portfolio management mandate, or employment arrangement.

8.3 All virtual capital, balances, and funds associated with any Funded Account remain the exclusive property of Comit Capital.

8.4 The Client acts solely as an independent trader and shall not, under any circumstances, be deemed an employee, agent, fiduciary, or representative of Comit Capital.

8.5 Trading authorisation is conditional and may be monitored, restricted, suspended, or revoked at any time at the Comit Capital's sole discretion. The Client acknowledges that such authorisation does not create any right to continued participation or remuneration beyond what is expressly stipulated in this Agreement.

8.6 At the sole discretion of Comit Capital, Clients demonstrating consistent and compliant trading performance may become eligible for scaling, or incremental capital allocation.

8.7 Scaling terms, which may include virtual allocations of up to USD 1 000 000 and a Profit Split of up to eighty-five to ninety percent (85–90%) are indicative only, subject to change, and contingent upon continuous adherence to all risk parameters, trading rules, and Company performance standards.

9 PROFIT SHARE, PAYOUTS & TAX

9.1 Once the Client successfully completes all evaluation requirements and is formally granted Funded Account, they shall become eligible to receive a Profit Split. In relation to any Profit Split, the Client is limited to a cap of 80% (eighty per cent) of the total account value of such Funded Account.

9.2 For all Funded Accounts, the applicable Profit Split ratio and percentage allocation between the Client and Comit Capital shall be as displayed on the Website and in the Client Portal at the time of account activation. The Client acknowledges that all Profit Split entitlements are subject to ongoing compliance with this Agreement.

9.3 Comit Capital reserves the right, at its sole discretion, to amend or revise the Profit Split ratio, payout frequency, or related terms from time to time. Where such changes materially affect existing Funded Accounts, the Client shall be notified through the Client Portal or by email prior to implementation.

9.4 The Client acknowledges and agrees to trade strictly below the daily profit cap, determined by account size, as follows:

9.4.1 10% for R 500 000 / USD 25 000 accounts;

9.4.2 5% for R 1 000 000 / USD 50 000 accounts;

9.4.3 3% for R 2 000 000 / USD 100 000 accounts; and

9.4.4 2% for R 4 000 000 / USD 200 000 accounts.

9.5 Provided that the Client has adhered to all trading and risk parameters, realised profits on the Funded Account shall be distributed in accordance with the Profit Split ratio specified for the relevant account type in the Client Portal.

For illustration:

If the applicable profit split is 75/25, seventy-five percent (75%) of the net realised profit shall be payable to the Client, and twenty-five percent (25%) shall be retained by Comit Capital as a performance and capital-provision fee. The only actual monetary flow occurs through the payment of the Client's share of realised profits; all other allocations remain notional within the Funded Account.

9.6 If more than one (1) withdrawal request is submitted from the Client's profile within any single calendar week, any subsequent withdrawal made during that same week shall be subject to a reduced outflow, whereby only fifty percent (50%) of the eligible payout amount shall be disbursed to the Client and the remaining fifty percent (50%) retained by Comit Capital.

9.7 All payouts remain subject to verification of compliance with this Agreement, including anti-money laundering and counter-terrorist financing (AML/CTF) requirements. Comit Capital reserves the right to delay, reduce, or deny a payout where:

9.7.1 A breach or suspected breach of a Hard Breach Rule has occurred;

9.7.2 There is reasonable suspicion of misconduct; or

9.7.3 It is required to do so by law, regulation, or competent authority.

9.8 All verified payout requests shall be processed within five (5) business days, subject to internal compliance review, risk assessment, and completion of any required anti-money-laundering (AML) or counter-terrorism-financing (CTF) procedures. Payouts shall be effected via supported payment methods, including bank transfer or cryptocurrency, net of applicable transaction fees and processing costs.

9.9 In such circumstances, Comit Capital may, at its discretion, withhold payment pending investigation or permanently deny payout if a violation is confirmed.

9.10 The Client acknowledges that all payouts received under this Agreement may constitute taxable income in the Client's jurisdiction. The Client shall be solely responsible for declaring, reporting, and remitting all applicable taxes. Comit Capital reserves the right to withhold, deduct, or report such amounts to relevant authorities as required by law.

10 HARD BREACH RULES & SIMULATED TRADING POLICIES

10.1 Simulated-Trading frequency, Inactivity & Percentages

The Client shall engage in trading activity on a minimum of three (3) separate trading days within each calendar month, ensuring that at least one (1) position is opened on each such day. Failure by the Client to open a position within thirty (30) consecutive days from account activation, or within thirty (30) consecutive days following the closure of the last open position, shall constitute inactivity. In such circumstances, Comit Capital reserves the right, at its sole discretion, to suspend or terminate the trading account and this Agreement due to inactivity.

10.2 Risk Management

The Client shall manage all trading activity in a prudent and responsible manner and shall ensure that the maximum daily aggregated loss on the Funded Account does not exceed the percentage stipulated for the specific account type as published on the Client Portal. The daily aggregated loss shall include all open and closed positions for the trading day. Exceeding the permitted daily loss threshold constitutes a material breach of this Agreement.

10.3 Capital Maintenance

The Client shall at all times maintain the value of the Funded Account at not less than ninety percent (90%) of the initial virtual capital assigned to the account. This calculation shall include all open and closed positions, as well as any applicable commissions, swaps, or fees. A breach of this minimum equity requirement shall be deemed a violation of the trading parameters and may result in immediate termination of the trading account without refund.

10.4 Trading Hours

The Client shall only execute trades on the Funded Account during the official trading hours of the relevant instrument as determined by the underlying market. Trading outside of these hours is strictly prohibited, except during the standard two-hour rollover period that occurs on weekdays. Trades executed outside permitted trading hours may be invalidated or result in disciplinary action.

10.5 Macroeconomic Releases

The Client shall refrain from opening positions within five (5) minutes before, and five (5) minutes after, the scheduled release of any macroeconomic or high-impact economic announcement.

For illustrative purposes, if a release is scheduled for 14:30, the Client shall not enter trades between 14:25 and 14:36. Any trades executed in violation of this clause may be voided, and profits derived therefrom may be cancelled at Comit Capital's discretion.

10.6 Scalping Prohibited

The Client shall not engage in scalping practices, defined as the opening and closing of trades, held for less than ten (10) minutes during active market times. Scalping activity is strictly prohibited under all circumstances. Any profits identified as originating from scalping shall be subject to reversal or cancellation, and the trading account may be terminated immediately with forfeiture of any accumulated profits.

10.7 Tick Scalping

The Client shall not engage in Tick Scalping. Tick Scalping is prohibited irrespective of profitability, loss, intent, or claimed technical justification.

Without limitation, Tick Scalping includes any of the following conduct:

- executing more than 5 (five) Trades within any rolling 5 (five) minute period;
- repeatedly opening and closing Trades within seconds or milliseconds, whether manually or through any form of automated, semi-automated, assisted, or pre-programmed execution;
- the use of Expert Advisors ("**EAs**"), algorithms, bots, scripts, APIs, trade copiers/copy traders, latency tools, execution accelerators, or any software, code, or technical mechanism that:

    - automatically initiates, modifies, or closes Trades;
    - reacts to tick-by-tick price movements, spread changes, or execution events; or
    - is designed to achieve execution speed, frequency, or precision not reasonably attainable through ordinary manual trading;
- configuring, supervising, or triggering automated or semi-automated trading logic, whether hosted locally, externally, or via a third-party service, notwithstanding any claim of manual oversight, intervention, or confirmation;
- executing Trades designed to exploit execution latency, price-feed timing, order-processing delays, or system response speed; and/or,
- generating excessive order flow, rapid trade clustering, or repetitive micro-duration Trades which, in Comit Capital's reasonable opinion, distort simulated pricing, disrupt system performance, or circumvent the intended risk-management framework of the Challenge or Funded Account.

Enforcement shall be applied as follows, without prejudice to Comit Capital's other rights:

- First Violation - suspension of trading privileges for a period of 12 (twelve) hours;
- Second Violation - suspension of trading privileges for a period of 24 (twenty-four) hours; and,
- Third Violation - immediate termination of the Challenge and/or Funded Account, forfeiture of any profits, and potential disqualification from participation in any future Comit Capital programmes.

Comit Capital reserves the right, in its sole discretion, to classify any instance of tick scalping as a Major violation and impose immediate termination without prior suspension where the conduct is automated, systematic, repeated, concealed, or results in material system abuse or circumvention.

Notwithstanding the foregoing, the use of a trade copier, copy-trading tool, account-synchronisation tool or trading-automation technology shall not constitute a breach of this clause solely where such use has been expressly approved by Comit Capital in writing and is governed by a specific annexure to this Agreement, including the Traders Connect Terms. Any approved use remains subject to the Hard Breach Rules, Simulated Trading Policies, account rules, risk parameters, prohibited trading restrictions and all other terms of this Agreement.

10.8 Daily and Overall Drawdown Limits

The following maximum drawdown parameters shall apply to the respective account types:

- One-Step Challenge: Daily drawdown limit of four percent (4%) and overall drawdown limit of six percent (6%);
- Two-Step Challenge: Daily drawdown limit of five percent (5%) and overall drawdown limit of ten percent (10%); and,
- Instant Funding: Daily drawdown limit of three percent (3%) and overall drawdown limit of five percent (5%);

breaching any of the above drawdown limits constitutes a material breach of this Agreement and shall result in the immediate termination of the trading account without refund or reinstatement.

10.9 Consistency Rule

The Client shall conduct all trading activity in a consistent manner such that no single Trading day's net profit exceeds forty (40) percent of the total net profit achieved since the Client's last withdrawal.

For example, if the total net profit generated on your account since you began trading is R50,000, your largest single-day profit may not exceed R20,000 (R50,000 × 40%). Likewise, if the total net profit generated on your account since your last withdrawal or payout is R50,000, your maximum permitted single-day profit remains R20,000 (R50,000 × 40%).

To promote safe and responsible trading practices, any violation of this rule will attract the following consequences:

First Violation: The trading account may be terminated or fined an amount equivalent to the percentage by which the 40% threshold was exceeded.

Example: If your consistency ratio is 60%, you will be fined 20% (the portion above 40%) of the withdrawable profit.

Second Violation: The trading account will be terminated without eligibility for a refund or reset to the challenge stage.

10.10 One-Sided Accumulation

The Client shall not engage in one-sided accumulation, meaning the opening or holding of multiple positions in the same direction on a single instrument or correlated instruments for the purpose of amplifying exposure beyond reasonable trading risk. All trading activity must reflect balanced position management consistent with controlled and responsible trading practices. Any instance of one-sided accumulation shall be deemed a breach of trading conditions and may result in the termination of the trading account or forfeiture of profits at the Company's discretion.

10.11 Gap Trading

The Client shall not engage in gap trading, being the practice of opening or holding positions immediately before market close or during illiquid periods with the intention of exploiting potential price gaps at market open. Trading activity of this nature is strictly prohibited. Any profits resulting from gap trading may be invalidated, and the account may be terminated or penalised at Comit Capital's discretion.

For example: Placing Trades within one (1) hour before market close, to take advantage of a gap at market open.

10.12 If Comit Capital determines, in its sole discretion, that the Client has breached a Hard Rule, it may, without prior notice and without any obligation to issue a refund, exercise one or more of the following sanctions:

10.12.1 Deem the Client's Challenge have failed;

10.12.2 Exclude any violating trades from performance or profit calculations;

10.12.3 Withhold or recover any payouts, profits, or withdrawals derived from such trades;

10.12.4 Reduce or amend the leverage available to the Client;

10.12.5 Suspend, restrict, or permanently terminate the Client's Challenge, Funded Account, or access to the Client Portal; and/or

10.12.6 Prohibit the Client from any future participation in a Challenge or engagement with Comit Capital's Services.

10.13 Manipulation

10.14 The Client shall not engage in, whether alone or in concert with any other person, any trading behaviour the purpose or effect of which is to manipulate simulated market conditions, distort performance metrics, or circumvent the design of the Challenge or Funded Account.

10.15 Without limitation, manipulation includes:

10.15.1 coordinating trades between multiple accounts, whether held by the Client or by connected persons;

10.15.2 simultaneously or sequentially entering opposite positions across different accounts;

10.15.3 placing trades intended to artificially generate or neutralise profit or loss; and

10.15.4 engaging in any scheme, pattern, or arrangement which, in Comit Capital's sole discretion, constitutes gaming, manipulation, or abuse of the simulated trading framework.

11 DISPUTE RESOLUTION

11.1 Any dispute between the Parties arising out of this Agreement will, on written demand by either party, be submitted to arbitration in Cape Town in accordance with the Arbitration Foundation of Southern Africa ("**AFSA**") rules.

11.2 Any Party to the arbitration may review the decision of the arbitrator or arbitration in terms of the AFSA rules for arbitration.

11.3 Any arbitration in terms of this clause shall be conducted in camera and will be treated as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.

11.4 This clause shall continue to be binding on the Parties despite the termination or cancellation of this Agreement.

12 DISCLAIMER OF WARRANTIES

12.1 The Client acknowledges and agrees that all Services, platforms, tools, data, and related content are provided on an "as is" and "as available" basis, inclusive of any faults, errors, or omissions. The use of such Services and content is entirely at the Client's own risk. To the maximum extent permitted by applicable law, Comit Capital disclaims all statutory, contractual, express, or implied warranties of any kind, including but not limited to warranties of quality, merchantability, fitness for a particular purpose, and non-infringement of third-party rights.

13 LIMITATION OF LIABILITY

13.1 To the fullest extent permitted by law, Comit Capital shall not be liable for any loss or damage of any nature whatsoever arising out of or in connection with the use of, or inability to use, the Services, including but not limited to any indirect, incidental, special, punitive, or consequential damages; loss of profits or revenue; loss of data; personal or non-monetary harm; or property damage. Comit Capital further accepts no liability for any products, services, applications, or other third-party content accessed or utilised by the Client in connection with the Services.

14 SERVICE MODIFICATIONS

14.1 Comit Capital reserves the right, at any time and without prior notice or compensation, to modify, update, replace, suspend, or remove any aspect, functionality, or component of the Services. Such modifications shall not constitute a breach of this Agreement and shall not give rise to any claim for damages or restitution.

15 FORCE MAJEURE

15.1 Comit Capital (Pty) Ltd shall not be liable or deemed in breach of this Agreement for any delay or failure in performance resulting from circumstances beyond its reasonable control, including but not limited to technical or operational disruptions, natural disasters, acts of war or terrorism, insurrection, civil unrest, pandemics, government actions, regulatory changes, or other events of force majeure. In such cases, Comit Capital may suspend or terminate the provision of Services without liability or obligation to refund.

16 TERMINATION

16.1 Comit Capital may immediately and without notice terminate the Services if:

16.1.1 the Client provides false or misleading information;

16.1.2 the Client harms or attempts to harm, directly or indirectly, Comit Capital’s reputation; and/or

16.1.3 the Client is located in or becomes associated with a restricted jurisdiction, sanction list, or financial-crime risk.

16.2 A Party to this Agreement may at any time terminate this Agreement by giving 30 (thirty) Days’ notice in writing to the other Party.

16.3 Without prejudice to any other rights that the Parties may have in law, the Parties shall be entitled to terminate this Agreement by written notice having immediate effect if –

16.3.1 a Party is in material breach of this Agreement and either such material breach is incapable of remedy or, if the breach is capable of remedy, the defaulting party has failed to remedy such breach within 48 (forty-eight) hours of receiving written notice requiring it to do so;

16.3.2 required by law, rule, a competent authority, or a government body to do so;

16.3.3 a Party is in breach of this Agreement, and fails to remedy such breach within 10 (ten) Days after having been given notice to do so by the other;

16.3.4 a Party commits any fraudulent act or omission or is found guilty of any crime involving dishonesty.

16.4 Should this Agreement terminate for the reason of any breach of a material term by the Client, the Client shall not be entitled to receive any refunds in respect of the Fees and Charges for any Services rendered during any term of this Agreement.

17 INDEMNITY

17.1 In addition to and without prejudice to any other indemnity or obligation contained or contemplated in this Agreement, the Client hereby indemnifies Comit Capital, its directors, partners, officers, employees, representatives and agents and holds them so indemnified and harmless in full against any claim, including but not limited to legal costs incurred in defending any third-party claims or enforcing this indemnity, by any third party against Comit Capital, attributable to or arising, whether directly or indirectly, from the Client's fault or negligence or default in respect of any of its obligations in terms of this Agreement or attributable to or arising from any act or omission on the part of Comit Capital.

18 WHOLE AGREEMENT AND AMENDMENTS

18.1 Comit Capital reserves the right to make changes to this Agreement and shall be entitled to update, modify, amend, or suspend all or any part of its Services and other Policies as located on the Website, as necessary, and may do so either with or without prior notice to the Client.

18.2 Save as aforesaid, this Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and neither Party shall be bound by any undertakings, representations, warranties, or the like not recorded herein.

18.3 Comit Capital shall not be bound by any undertaking, representation, declaration, statement, confirmation, acknowledgement, warranty or the like by the Client contained in any application for an investment by a Client or prospective Client or other documentation relating to an investment made by a Client.

18.4 Subject to any specific provision to the contrary in this Agreement, no other amendment of, variation or addition to or deletion from this Agreement shall be of any force or effect, unless recorded in writing and signed by a duly authorised official of Comit Capital.

18.5 In the event of any conflict between this Agreement and any annexure, schedule, Website term, FAQ, Client Portal rule or policy, the following order of precedence shall apply: first, the specific annexure applicable to the relevant product or service; second, this Agreement; third, the Website or Client Portal terms; and fourth, FAQs or other operational guidance, unless expressly stated otherwise in writing by Comit Capital.

19 GOVERNING LAW AND JURISDICTION

19.1 This Agreement shall be governed by and be construed in accordance with the laws of the Republic of South Africa.

19.2 The Client hereby consents to the jurisdiction of the Magistrate's Court in connection with any action or suit arising from or in connection with this Agreement or the cancellation thereof.

19.3 No legal proceedings relating to the Agreement shall be instituted or commenced against Comit Capital until 14 (fourteen) Days have expired after the delivery such notice to Comit Capital at its *domicilium citandi et executandi* of a written statement giving particulars and the amount of the claim against it.

20 DOMICILIUM AND NOTICES

20.1 The Parties choose their registered company address or residential address as their respective *domicilium citandi et executandi* for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement.

21 CONFIDENTIALITY

21.1 The Client may be provided with information of a confidential, sensitive and proprietary nature.

21.2 The Client acknowledges that the foregoing are valuable confidential and proprietary property and concepts belonging to and/or conceived by Comit Capital and that the Client has no proprietary interests whatsoever therein.

21.3 The Client further acknowledges that by receiving access to such information, it is entering into a relationship of trust and confidence with Comit Capital. Accordingly, during the term of this Agreement and after the termination hereof, however arising, the Client shall hold in strictest confidence all proprietary information and confidential information which the Client might be given access to during the course of his relationship with Comit Capital and shall only use any such information in a manner strictly required in terms of this Agreement or agreed to by Comit Capital in writing.

21.4 Should the Client breach the confidentiality requirements and trust relationship described above, or in any other way whatsoever, such breach shall be a material breach and Comit Capital may without prejudice to any other right that it may have in terms of this Agreement or in law, be entitled to summarily terminate this Agreement, notwithstanding any other provision of this Agreement.

ANNEXURE A

1 PASS NOW PAY LATER - DEFERRED CHALLENGE FEE TERMS

1.1 These Pass Now Pay Later Deferred Challenge Fee Terms Form an annexure to, and are incorporated into, the Agreement between Comit Capital and the Client.

2 APPLICATION

2.1 This Annexure applies where the Client selects a Challenge Account made available by Comit Capital on the basis that the Client pays an upfront amount of USD 10 and pays the remaining portion of the applicable Challenge fee only if the Client successfully completes the Challenge and becomes eligible for a Funded Account.

2.2 This Annexure supplements the Agreement. If there is any conflict between this Annexure and the Agreement, this Annexure prevails only in respect of the USD 10 deferred-fee Challenge Account.

3 ADDITIONAL DEFINITIONS

3.1 In this Annexure:

3.2 "**Deferred Fee**" means the remaining balance of the applicable Challenge fee payable by the Client after deducting the Initial Fee;

3.3 "**Initial Fee**" means the upfront amount of USD 10 payable by the Client for access to the applicable Challenge Account;

3.4 "**Standard Challenge Fee**" means the full fee that would ordinarily be payable for the relevant Challenge Account, as displayed on the Website or Client Portal at the time of selection; and

3.5 "**Success Notice**" means a written notice, electronic notice, Client Portal notification or other confirmation issued by Comit Capital to the Client confirming that the Client has successfully completed the applicable Challenge and may proceed to Verification and/or Funded Account eligibility, subject to the terms of this Annexure and the Agreement.

4 DEFERRED-FEE ACCOUNT

4.1 The USD 10 deferred-fee structure is a promotional payment arrangement only.

4.2 It does not constitute credit, a loan, financial accommodation, a financial product, investment product, deposit, guarantee, employment arrangement or entitlement to receive a Funded Account.

4.3 The Initial Fee gives the Client access to the selected Challenge Account, subject to the Agreement, this Annexure, the Hard Breach Rules, the Simulated Trading Policies and all Website or Client Portal rules.

4.4 The Client acknowledges that all trading activity remains simulated and that no real trading capital is provided to the Client during the Challenge.

5 DEFERRED FEE

5.1 Upon the occurrence of a Success Event, the Client becomes immediately liable to pay the Deferred Fee.

5.2 The Client must pay the Deferred Fee in full within 7 (seven) calendar days after the date on which Comit Capital issues the Success Notice.

5.3 Unless otherwise stated on the Website or Client Portal, the Deferred Fee is calculated as follows - Deferred Fee = Standard Challenge Fee minus USD 10.

5.4 Payment in full of the Deferred Fee within the period contemplated in clause 5.2 is a condition precedent to:

5.4.1 activation of a Funded Account;

5.4.2 access to Funded Account credentials;

5.4.3 eligibility for any Profit Split;

5.4.4 any payout request; and

5.4.5 continued participation in the funded stage.

5.5 Comit Capital shall not be obliged to activate, allocate, issue, continue or make available any Funded Account unless and until the Deferred Fee has been paid in full and cleared within the period contemplated in clause 5.2.

5.6 The Client acknowledges that passing a Challenge under the Deferred Challenge fee structure does not, by itself, create an entitlement to a Funded Account. The Client's ability to proceed to a Funded Account is conditional upon timeous payment of the Deferred Fee and satisfaction of all other requirements under the Agreement.

6 PAYMENT AUTHORITY

6.1 The Client authorises Comit Capital or its payment processor to collect the Deferred Fee from the Client's nominated payment method after a Success Event.

6.2 The Client must ensure that a valid payment method remains available until the Deferred Fee has been paid.

6.3 If the payment method fails, Comit Capital may require manual payment before activating the Funded Account.

6.4 The Client is responsible for all bank charges, card charges, payment processor fees, currency conversion fees, failed-payment fees, chargeback fees, taxes and similar amounts.

7 FAILURE TO PAY

7.1 If the Client fails to pay the Deferred Fee in full within 7 (seven) calendar days after the date on which Comit Capital issues the Success Notice:

7.1.1 the Client shall no longer be eligible to proceed to Verification or to a Funded Account in respect of that Challenge Account;

7.1.2 Comit Capital shall have no obligation to activate, issue, allocate or make available any Funded Account arising from that Challenge Account;

7.1.3 any right, benefit, entitlement or expectation arising from the Client's successful completion of that Challenge shall be deemed to have lapsed and shall not be capable of being revived, unless Comit Capital expressly agrees otherwise in writing;

7.1.4 the Client shall not be entitled to any Profit Split, payout, refund, credit, set-off, extension, reinstatement or compensation in respect of any Funded Account; and

7.1.5 the Client must purchase a new Challenge Account and pay the applicable Initial Fee, or any other fee applicable at the time, if the Client wishes to participate again.

7.2 For the avoidance of doubt, failure to pay the Deferred Fee within the period contemplated in clause 5.2 means that the Client does not proceed to a Funded Account at all in respect of the relevant Challenge Account.

7.3 Comit Capital may, in its sole discretion, permit a Client to restart the process, but any restart shall constitute a new Challenge Account and shall be subject to the then-current fees, rules, terms and eligibility requirements.

7.4 Comit Capital shall not be required to preserve, reserve, hold open or reinstate any passed Challenge status, Funded Account eligibility, account credentials, Profit Split eligibility or payout eligibility after the expiry of the period contemplated in clause 5.2.

8 NO REFUND

8.1 Notwithstanding clause 6.4 of the Agreement, the Initial Fee are non-refundable unless Comit Capital expressly agrees otherwise in writing.

8.2 The Deferred Fee is non-refundable once paid, unless Comit Capital expressly agrees otherwise in writing or a refund is required by applicable law.

8.3 The Client is not entitled to any refund, credit, reinstatement or compensation if the Client:

8.3.1 fails the Challenge;

8.3.2 breaches a Hard Breach Rule;

8.3.3 fails Verification;

8.3.4 fails to pay the Deferred Fee within the period contemplated in clause 5.2;

8.3.5 is disqualified for misconduct;

8.3.6 has their account terminated under the Agreement. or

8.3.7 is required to start a new Challenge Account under clause 7.

9 FUNDED STATUS

9.1 Passing a Challenge does not automatically entitle the Client to a Funded Account.

9.2 Comit Capital retains full discretion to decline, delay, suspend, revoke or impose additional conditions on any Funded Account.

9.3 The Client must complete Verification and satisfy all compliance, risk, identity and account-review requirements before any Funded Account may be activated.

10 NO GUARANTEE

10.1 Comit Capital does not guarantee that the Client will:

10.1.1 pass the Challenge;

10.1.2 receive a Funded Account;

10.1.3 generate profits;

10.1.4 receive a Profit Split;

10.1.5 receive any payout; or

10.1.6 retain access to any account.

ANNEXURE B

1 TRADERS CONNECT TERMS

1.1 These Traders Connect Technology Access Terms form an annexure to, and are incorporated into, the Agreement between Comit Capital and the Client.

2 APPLICATION

2.1 This Annexure applies where the Client requests or receives access to a trade-copying, copy-trading, account-synchronisation or trading-automation technology solution made available by Traders Connect or any related third-party technology provider approved by Comit Capital.

2.2 This Annexure supplements the Agreement. If there is any conflict between this Annexure and the Agreement, this Annexure prevails only in respect of the Client's approved use of Traders Connect.

3 DEFINITIONS

3.1 In this Annexure:

3.1.1 "**Activation Date**" means the date on which the Client's Traders Connect access, licence, account, Master Account, Slave Account, Analyzer Account or other Traders Connect functionality is activated or made available, as determined by Comit Capital or Traders Connect;

3.1.2 "**Analyzer Account**" means the Traders Connect analytics, reporting, performance-tracking or AI-enabled analysis tool made available to the Client through Traders Connect, subject to this Annexure and the terms of Traders Connect;

3.1.3 "**Approved Account**" means a Challenge Account or Funded Account approved by Comit Capital for use with Traders Connect;

3.1.4 "**Copy Trading Solution**" means the third-party technology, software, platform, dashboard, API, trade copier, account synchronisation tool or related service provided by Traders Connect;

3.1.5 "**Slave Account**" means an account into which trade instructions may be copied or synchronised through the Copy Trading Solution;

3.1.6 "**Master Account**" means an account from which trade instructions may be copied or synchronised through the Copy Trading Solution.

3.1.7 "**Traders Connect**" means the third-party technology provider known as Traders Connect and any related platform, application, infrastructure or service used to provide the Copy Trading Solution.

4 THIRD-PARTY TECHNOLOGY

4.1 Traders Connect is an independent third-party technology provider.

4.2 Comit Capital does not own, operate or control Traders Connect, unless expressly stated otherwise in writing.

4.3 The Copy Trading Solution is made available as a technical access, account-synchronisation and trade-copying tool only.

4.4 The Client's use of Traders Connect may be subject to separate terms, privacy policies, platform rules, payment terms, acceptable-use policies and technical requirements imposed by Traders Connect.

4.5 The Client must comply with all Traders Connect terms and all applicable broker, platform, prop firm and account-provider rules.

5 NO ADVICE OR DISCRETIONARY TRADING

5.1 Comit Capital does not provide financial advice, investment advice, trading recommendations, signals, discretionary trading, portfolio management, managed-account services or intermediary services through this Annexure.

5.2 Comit Capital does not assess whether any trade, strategy, instrument, account configuration, risk setting or trading activity is suitable or appropriate for the Client.

5.3 The Client remains solely responsible for all decisions relating to:

5.3.1 whether to use the Copy Trading Solution;

5.3.2 which accounts to connect;

5.3.3 which accounts operate as Master Accounts or Slave Accounts;

5.3.4 lot sizes, risk multipliers and position sizes;

5.3.5 maximum loss settings and equity-protection settings;

5.3.6 symbols, instruments and mapping settings;

5.3.7 whether to pause, amend, disconnect or terminate copying; and

5.3.8 monitoring all trades and connected accounts.

5.4 The Client acknowledges that all Trades copied, generated, modified, rejected or closed through the Copy Trading Solution are deemed to be Trades placed by the Client for purposes of the Agreement.

6 APPROVED-USE

6.1 The Client may not use any trade copier, copy trader, API, bot, Expert Advisor, script or automation tool except to the extent expressly permitted by Comit Capital in writing.

6.2 Where Comit Capital approves the Client's use of Traders Connect, such approval is limited to the specific Approved Accounts, account configuration and use case approved by Comit Capital.

6.3 Approved use of Traders Connect does not permit the Client to engage in any Prohibited Trading Practice, tick scalping, prohibited automation, latency arbitrage, system abuse, excessive order flow, prohibited account coordination, reverse trading, one-sided accumulation, manipulation or any other conduct prohibited under the Agreement.

6.4 Comit Capital may withdraw approval at any time if continued use creates legal, regulatory, operational, market-conduct, platform, prop-firm, reputational or trading-risk concerns.

7 ACCOUNT USE

7.1 Unless Comit Capital expressly approves otherwise in writing, the Client may use Traders Connect only to synchronise trading between accounts owned, controlled and operated by the Client.

7.2 This Annexure does not authorise a signal-provider, portfolio-management or discretionary-trading model.

7.3 Comit Capital may refuse any arrangement where it considers that the arrangement may constitute advice, intermediary services, discretionary financial services, portfolio management, signal provision, managed trading or any other regulated activity.

8 CLIENT RESPONSIBILITY

8.1 The Client is solely responsible for configuring Traders Connect correctly.

8.2 Incorrect settings may result in duplicated trades, oversized positions, rejected orders, drawdown breaches, account termination, loss of eligibility, payout refusal or other adverse consequences.

8.3 The Client must test and monitor the Copy Trading Solution before and during use.

8.4 The Client must immediately disconnect or disable Traders Connect if the Client identifies any error, malfunction, unintended trade copying, excessive trading, account mismatch or breach risk.

9 TRADING AND TECHNOLOGY RISKS

9.1 The Client acknowledges that copy trading and automated trade synchronisation involve substantial risks, including:

9.1.1 latency;

9.1.2 slippage;

9.1.3 execution delay;

9.1.4 rejected orders;

9.1.5 partial fills;

9.1.6 duplicated trades;

9.1.7 missed trades;

9.1.8 incorrect symbol mapping;

9.1.9 account-size mismatch;

9.1.10 leverage mismatch;

9.1.11 margin constraints;

9.1.12 platform outage;

9.1.13 API failure;

9.1.14 internet failure;

9.1.15 broker or liquidity-provider restrictions;

9.1.16 configuration error;

9.1.17 Hard Rule breach; and

9.1.18 loss of eligibility for a Funded Account or payout.

9.2 Comit Capital does not guarantee that copied trades will be executed at the same price, time, size, spread or outcome as any Master Account trade.

10 AGREEMENT COMPLIANCE

10.1 The Client must ensure that use of Traders Connect complies with the Agreement, the Hard Breach Rules, the Simulated Trading Policies and all account-specific trading conditions.

10.2 Approval to use Traders Connect does not waive any Challenge rule, drawdown rule, consistency rule, trading-hours rule, macroeconomic-release rule, scalping rule, Tick Scalping rule, manipulation rule or prohibited-conduct rule.

10.3 Comit Capital is not liable if the Client’s use of Traders Connect results in:

10.3.1 failed Challenge status;

10.3.2 account suspension;

10.3.3 account termination;

10.3.4 loss of Funded Account eligibility;

10.3.5 forfeiture of profits;

10.3.6 reduced or denied payout; or

10.3.7 disqualification from future programmes.

11 FEES

11.1 The Client must pay all fees applicable to the Copy Trading Solution, except to the extent a fee is expressly waived, subsidised, discounted or included under a promotion.

11.2 Fees may include Comit Capital fees, Traders Connect fees, subscription fees, account-linking fees, payment processor fees, bank charges, currency conversion charges, taxes and similar costs.

11.3 Non-payment may result in suspension, disconnection or termination of access to Traders Connect.

11.4 Fees payable for Traders Connect are non-refundable unless Comit Capital expressly agrees otherwise in writing or a refund is required by applicable law.

12 DATA

12.1 The Client must keep all login credentials, platform credentials, API keys, access tokens and account credentials secure.

12.2 The Client must not share credentials with any unauthorised person.

12.3 The Client authorises Comit Capital, Traders Connect and any relevant service provider to process the Client's technical data, account data, trading data and platform data to the extent required to provide, maintain, monitor, bill for, troubleshoot or support the Copy Trading Solution.

12.4 Traders Connect may process data as an independent third-party provider under its own privacy terms.

12.5 Comit Capital is not responsible for Traders Connect's privacy practices, cybersecurity controls, systems, outages, data handling or third-party integrations.

13 SUSPENSION AND TERMINATION

13.1 Comit Capital may suspend, restrict, disconnect or terminate the Client's access to Traders Connect immediately if:

13.1.1 the Client breaches the Agreement or this Annexure;

13.1.2 the Client fails to pay applicable fees;

13.1.3 the Client uses Traders Connect for unauthorised copy trading;

13.1.4 the Client's use creates regulatory, legal, operational, market-conduct or reputational risk;

13.1.5 Traders Connect suspends, restricts or terminates the service;

13.1.6 Comit Capital reasonably suspects account abuse, manipulation or prohibited trading;

13.1.7 continued access may breach any law, regulation, platform rule or third-party requirement; or

13.1.8 suspension is required for risk-control, compliance, technical or security reasons.

14 NO WARRANTY

14.1 The Copy Trading Solution is provided on an "as is" and "as available" basis.

14.2 Comit Capital does not warrant that Traders Connect will be uninterrupted, error-free, profitable, compliant with all account rules, compatible with all platforms or suitable for the Client's intended purpose.

14.3 The Client uses Traders Connect at the Client's own risk.

15 LIMITATION OF LIABILITY

15.1 To the maximum extent permitted by law, Comit Capital is not liable for any loss, damage, cost, claim, penalty or expense arising from:

15.1.1 copied trades;

15.1.2 failed trades;

15.1.3 delayed trades;

15.1.4 duplicated trades;

15.1.5 rejected trades;

15.1.6 incorrect settings;

15.1.7 platform or API errors;

15.1.8 Traders Connect outages;

15.1.9 broker or platform restrictions;

15.1.10 account breaches;

15.1.11 loss of funded status;

15.1.12 missed or reduced payouts;

15.1.13 actions in response to Hard-Breach Rules;

15.1.14 trading losses;

15.1.15 loss of profits, revenue, opportunity, data or goodwill; or

15.1.16 any act or omission of Traders Connect or any other third party.

15.2 Nothing in this Annexure excludes liability that cannot lawfully be excluded.

15.3 By their use of the Copy Trading Solution and/or Traders Connect the Client warrants, acknowledges and understands that Comit Capital is not and shall not be liable for any loss, damage, cost, claim, penalty or expense arising from clauses 15.1.1 to 15.1.16.

16 INDEMNITY

16.1 The Client indemnifies Comit Capital, its directors, officers, employees, contractors, representatives and agents against all claims, losses, damages, penalties, costs and expenses arising from:

16.1.1 the Client’s use of Traders Connect;

16.1.2 incorrect configuration;

16.1.3 breach of any Traders Connect terms;

16.1.4 breach of the Agreement;

16.1.5 breach of any prop firm, broker, platform or third-party rule;

16.1.6 unauthorised copying, signal distribution or account management;

16.1.7 any allegation that the Client rendered financial services without authorisation; and

16.1.8 any regulatory, civil or third-party complaint arising from the Client’s use of the Copy Trading Solution and/or Traders Connect.

17 REGULATORY RESERVATION

17.1 Comit Capital may amend, restrict, suspend or withdraw access to Traders Connect if Comit Capital reasonably determines that the Copy Trading Solution or any use case may require additional licensing, authorisation, registration, disclosure, supervision or regulatory controls.

17.2 The Client must not use Traders Connect in any manner that may cause Comit Capital to be regarded as rendering advice, intermediary services, discretionary financial services, portfolio management, signal provision or managed trading.