

Funded Account Agreement

This document, the Apex PA Independent Contractor Agreement ("Agreement" or "Contract"), is entered into between the Independent Contractor ("Contractor," "User," or "Trader"), whose name appears below, and Apex Trader Funding Inc. ("Company"). Signing this Agreement is a binding Agreement between the Company and the Contractor/User/Trader. By signing, the Contractor/User/Trader acknowledges that they have read, understood, and agree to comply with this Agreement, the FAQ Page, Consistency Rules and Guidelines, and Terms and Agreements accessible at www.apextraderfunding.com. This Agreement becomes binding and effective on the date of signature ("Effective Date").

Apex Trader Funding Simulated Performance Accounts:

A Performance Account includes any account set up by Company or on behalf of Company by a third-party, which shall have a unique account number and shall contain the initial balance, which shall be agreed to by Company. Refer to Company website <https://support.apextraderfunding.com/hc/en-us/articles/4406804554779-How-Many-Paid-Funded-Accounts-Am-I-Allowed-to-Have> to find the maximum allowed PA at one time. The number of live accounts shall be determined by the regulated broker if the Contractor is moved to a live account.

Company will open each account, the minimum balance as set forth in plan purchased, initially of synthetic SIM currency. Synthetic accounts do not contain genuine or legal tender but shall still be available for payout as defined in this agreement.

Plan Account Size(s), Maximum Contact Size(s) and Minimum Balance(s) Before Trail can be found at <https://apextraderfunding.com/>

Company will open each account, the minimum balance as set forth by plan purchased, initially of synthetic SIM currency. Synthetic accounts do not contain genuine or legal tender. No actual live trades are placed or executed by Contractor. Performance in the Simulated environment and completing milestones of levels, timeframes, and complete but shall still be available for payout as defined in this agreement.

Company may set up a copy trade account to copy Contractor's trades from SIM account at any ratio with or without notice in a Live Account held by the Company. Company is not required to copy trades. Contractor has no rights, claims or share to any Company copy traded profits or funds. Once Contractor has shown consistency and ability. The Company may convert the Contractor-operated synthetic SIM PA account to a Live Prop Account with a registered broker. The Contractor will be notified and required to complete the necessary paperwork for access to the live funded account with the regulated futures broker.

Contractors cannot trade a live funded account without the proper paperwork, applications, and compliance. Contractors will be notified and required to complete an application, background check, and paperwork, approved by a third-party regulated broker, before being moved to a live funded account. Contractor agrees to complete any required paperwork within the outlined timeframe. If trading a live funded account conflicts with any of the Contractor's country of residence laws, regulations, or guidelines, then the Contractor may request Apex to pay out the qualified portion of simulated balances and not be moved to Live. No Contractor shall be moved into or control live money without Proper notice, paperwork, and approval.

If an account drops below the minimum balance, it will be closed, and data will be terminated. The maximum contracts shall be determined as set forth within the plan purchased. Open Trades shall mean trades placed, including open positions, by the Contractor.

Contractor understands trailing threshold only raises the max drawdown assigned to any Performance Account, which trails from any open balance during open trades and will trail from the highest point of performance, including unrealized performance, until it reaches the threshold of \$100 plus the starting balance. Contractor shall be responsible for a Performance Account fee to activate and maintain account. Options and pricing for this can be found on the Company website. If the payment is declined, payment shall be made and notice by Contractor shall be made to Company within 24 hours of the decline or the Performance Account shall not be reactivated by the Company. Contractors who choose professional status will have a fee of \$115 per exchange on 4 exchanges that shall be due at the same time as the Performance Account fee. A Performance Account must be active and current on billing to receive payouts for contracted operations of the account. If Contractor operated Performance Account falls below its liquidation threshold, Contractor's monthly fee is NOT canceled automatically.

Contractor is fully responsible for canceling the account in Contractor's back office, including any applicable data fees, through the help desk back office. Contractor understands there are NO REFUNDS. The account will be billed and started the day the Contractor signs up and every 30 days thereafter until Contractor manually cancels unless the one-time PA account fee (varies by initial size of account) option is selected at time of payment. Since billing is on a 30-day cycle, payment charges may be 2 calendar days after or up to 3 calendar days before the previous billing cycle. Contractors will have to manage their subscription and must cancel via the website before the renewal date. If the Contractor chooses to do so, there will be no partial refunds.

Contractor authorizes their card to be charged and processed through Company's merchant account. Contractor shall not use a card that is in someone else's name for any reason. Use of another party's credit card not belonging to the Contractor shall be grounds for termination of the contract and forfeit of any simulated balances. Contractor agrees and understands they will not make any disputes or chargebacks for any reason on any transactions ever made to Company for any reason. Doing so would immediately terminate the Contractor relationship and forfeits all rights, balances, payments, or simulated funds due it being seen as an attempt of electronic theft and fraud against the Company.

Contractor shall not make more than one user account for any reason. Doing so is in direct violation of this contract and grounds for forfeiture of rights or consideration and cancellation of contract. Contractor attests all information, including the name and personal information, are true and correct, and shall be updated by Contractor if changes occur. Contractor shall not sign up under any other name except their legal name. The Contractor shall not impersonate anyone. Contractor shall not transfer the rights of their account to anyone else and there are no third-party beneficiaries to the services. No one else shall have access to Contractor operated account, links, log in credentials for any reason or for placing trades directly or indirectly through copy trading. All operations must be performed directly by the Contractor. Any outside parties, service, copy trading, mirroring is strictly forbidden and will constitute breach of contract and forfeiture of all balances, rights, claims, payouts, or any future access to any Company sites or services.

The account shall be owned by company and the Contractor shall have no right of ownership of the account. If it is a live account, the account shall be owned by the company with all funds held or deposited in the trading account made available for operation by the Contractor during or after the Term of this Agreement. All rights to the funds whether in a live or simulation account shall belong to Company and be paid to Company upon the termination of this Agreement.

PA and Live Prop Accounts must be traded by the actual individual listed on the account and PA Contract, not by any other party, person, system, automated trading bot, copy or trade mirror service. Performance Accounts may not be reset.

Contractor certifies it is not prohibited by Contractor's applicable local law and they are authorized to use Company's services and Company is not responsible for Contractor using the service in any way that breaks laws applicable to Contractor. Contractor shall not share the account login information with anyone. Contractor is responsible for any use associated with their account.

PA Payout Information:

Any payout request from the Contractor, will only be approved if contractor has performed the duties specifically laid out in the contract and qualifies for the percentage agreed to, in line with simulated amounts. Apex has no contractual, legal, ethical, moral or any other obligation to honor payout, credit or be indebted for any activity that does not follow the contractual agreement and rules laid out herein or if any breach or violation of this contract occurs.

Payments schedule, Minimum and Maximum Payout Amounts, and request timelines can be found at Company website <https://support.apextraderfunding.com/hc/en-us/articles/10403497070363-How-Do-Payouts-Work-Payouts-and-Performance-Split-Percentages>

Performance Payout Entitlements:

Contractors are entitled to 100% of the first \$25,000 in performance of the PA account they withdrawal according to the listed schedule and 90% of the performance they earn thereafter as defined and limited within the terms of this agreement.

Contractor will be paid as a 1099 individual contractor, not as an employee.

A trading session is considered 6PM ET - 5PM ET. For example, trades occurring on Sunday night will count towards the Monday trading day.

Each account is considered a separate, standalone account.

Independent Contractor:

Contractor certifies they are at least 18 years of age. Contractor certifies they are the only one who has access to this account.

As the operator of a Simulated Apex PA Account, I understand I am an Independent Contractor and not an employee of Company. All operators of Apex PA Accounts are Independent Contractor in nature and are treated so for tax purposes as well as payout purposes.

All traders required to pay taxes in the US are given a 1099. Contractor is responsible for paying, withholding, filing, and reporting all taxes, duties, and other government assessments associated with Contractor's activity connected with their use of Company's services.

For payout purposes, contractors are contracted to perform duties within the PA or Prop Accounts, owned by Apex, according to the rules and guidelines of Apex only, in the role of Simulated Performance Analyst to show and prove the ability and performance of chosen strategy. Any activity, trading, performance, that functions outside of the specific rules and

guidelines laid out here in this contract, on the Apex website, FAQ, Consistency section, etc. do not fall under the contractual guidelines to qualify for any payouts, credits, simulated balances and will be removed, closed, or forfeited and the Contract terminated due to breach by the independent contractor. Any trading that directly violates the agreement, listed as unwanted, unqualified, or prohibited trading in any way, will not be credited and will constitute a breach of contract, thereby making any credits, claims, payouts, or rights null and void on behalf of the contractor.

Any payout request from a Contractor, will only be approved if contractor has performed the duties specifically laid out in the contract and qualifies for a percentage (%) agreed to, in line with simulated amounts. Apex has no contractual, legal, ethical, moral or any other obligation to honor payout, credit or be indebted for any activity that does not follow the contractual agreement and rules laid out herein or if any breach or violation of this contract occurs.

Contractor understands and agrees that Apex has no obligation to payout any amounts or approve and amounts requested if any amount, trade, trade day, portion, or timeframe of activity violates any part of the contract agreement and guidelines laid out in the contract. As with any contract, the agreement for services in exchange for agreed upon compensation is based on the services actually being performed and completed and according to the terms of the contract.

Contractor does agree and understand that if they chose simulated trading activity that is outside of the guidelines of this contract and spirit of this contract that Contractor has no rights, claims, or demands to any payout of those activities, as those activities directly violate the terms agreed upon in this contract.

Contractor States: I agree and understand Apex is not obligated to pay or credit me, as a contractor, if efforts performed were not efforts agreed to in this contract. As with any contract, the agreement for compensation is based on specific criteria being carried out, or listed criteria being prohibited. If the contractor conducts the prohibited criteria, then obviously those activities incur no obligation or debts from Apex and no liability to credit, pay, award, split or share in any way, and Apex and contractor both agree they would consider the contracted breached and void.

I state, understand and agree, without protest or dispute, that as an Independent Contractor, if I place simulated trades in a way that directly goes against the Apex PA contract Agreement that I signed and agreed to, or the Rules of Consistency that I agree and understand that would immediately cause my contract to be void and breached and Apex has no obligation towards me in any way, and that I was in violation and breach of

contract, all obligation and acts of violation were on my part, in this case. I have no claims or rights, and I cannot and will not hold Apex liable in any way.

I acknowledge and understand that I am an independent contractor with Apex Trader Funding Inc. ("Apex"), engaged for specific activities and tasks explicitly outlined by Apex. I agree to perform my duties in accordance with the guidelines set forth by Apex regarding acceptable and unacceptable trading activities and behaviors. I recognize that Apex is not responsible or liable for any guidelines, rules, or personal opinions that I may independently consider appropriate or inappropriate.

I agree and understand the accounts are owned by Apex and all guidelines of what is acceptable and required under contract are set by Apex and not set by me, the user / contractor. Nor based on opinions of others, guidelines of other persons or entities, or anything outside of this contract and specific guidelines set out that determine the terms of the contract and any payments that will be made for fulfilling the contractual agreement.

I agree and understand that if the trader does not fully understand, was not aware, did not read, did not watch all videos and sections, did not educate themselves on Apex guidelines, did not know, did not realize, or forgot certain guidelines, rules, or terms this is not a reason for exception or deviation of the contract guidelines being valid and enforced.

Contractor also understands that any and all technical issues, outages, data, platforms, software, indicators, trading computers, internet providers, copy trading plugins or tools used to trade or access trading are outside the responsibility of Apex Trader Funding no matter how they are accessed or where they are purchased. Accounts cannot be increased, adjusted, reset, or replaced in any way or for any reason unless Apex in its sole discretion decides to do so and this is not to be expected by the Contractor. Apex Trader Funding is not responsible in any way for technical or data issues of any kind. Each Contractor is responsible for knowing, understanding, and being prepared to handle technical issues and position closing. Contractor is required at all times, if using a Rithmic account to not only use their trading platform, but to also have R-Trader or Tradovate or WealthCharts (for Tradovate or WealthCharts accounts) up at all times in order to close out trades if needed. In addition, Contractors must also have back up plans in place as outlined in the FAQ training videos such as backup internet, cell phones, phone apps, other computers, or devices etc.

Contractor agrees to follow the Company Code of Conduct as outlined in the FAQ section and to treat all staff, contractors, other Contractors, and third parties with respect and professionalism. The Contractor is required to always maintain and conduct themselves

and the Company in a professional and positive manner including groups, social media, trade rooms and any other environment.

I understand if simulated balances are forfeited due to breach of any contract guidelines, that simply means the simulated, demo, non-live, non-live market executed entries, simulated demo environment balance, is simply closed out. There are no live funds, no real-live money profits or balances involved. No actual live trading was done by contractor, performed by contractor, executed, or entered by Contractor. If simulated balances are forfeited or denied or contract breached, and simulated demo PA Account closed out, liquidated, or made not available for access, it simply means the simulated balance is null and void. There is no live money. If Contractor forfeits balances, Apex does not 'keep' the balance. There is no party involved that benefits from the contractor forfeiture by receiving these funds, being credited, forwarded, transferred, or retained in any way, since there are no funds to retain. Just a simulated tracking or simulated efforts.

Apex is not a Futures Broker. Apex is not a Financial Advisor. Apex does not accept any investment funds or capital from any Contractors in any way.

PA Account Operation Requirements, Expectations and Prohibited Activity:

Contractor understands Company is seeking "to fund and payout" Contractors who follow a consistent trading plan in size, stops, and targets. This means not trading max or larger contracts on one trade, seeking "lucky windfalls" while trading micros or smaller sizes the rest of the time, or flipping contracts just to show a "trading day", not constantly changing sizes, not doing high-frequency trading, and being consistent in the trading plan, including your entries, stops, and take profits. Contractor funding and paid performance is designed to be a long-term relationship of consistency and steady growth for both parties. This means not taking advantage of the trader funding system and using Company in an abusive manner or trading simulated accounts differently than you would trade your own real-live funded account with a broker.

Company is seeking to fund and payout Contractors that are disciplined, consistent, and follow a set strategy or system with rules, not gamblers, windfall seekers, or those looking to work the system.

Contractors that go all in looking for windfall trades or to rack up funds quickly and have a history of constantly "blowing" Company accounts and funds may be restricted in the future of having more PA accounts or limited to a smaller number of PA accounts until steady consistency is shown. Contractors going for constant windfalls and "blowing" PA accounts as opposed to following disciplined and steady trading systems do not create a "relationship of consistency and steady growth for both parties" as stated above.

For a complete and comprehensive list and explanation of trading rules please refer to the Company website:

<https://support.apextraderfunding.com/hc/en-us/articles/4404875002139-What-are-the-Consistency-Rules-for-PA-and-Funded-Accounts>

<https://support.apextraderfunding.com/hc/en-us/articles/30306093336603-Apex-3-0-Payout-and-Trading-Rules>

The trading rules are subject to change at any time without notice at the sole discretion of the Company.

Violation of the rules set forth on the Company's website and in the Agreement will result in disciplinary action determined solely at the discretion of the Company. Such actions may include, but are not limited to, written warnings, forfeiture of profits, probationary restrictions, temporary suspension of trading privileges, account termination, and permanent banning from participation with the Company. The severity of penalties imposed will correspond directly to the nature, frequency, and severity of the violation(s), as well as any prior history of noncompliance. The Company's decisions regarding enforcement and penalties shall be final and binding.

Probation Status: Contractors with breaches of guidelines or contract rules, or history or suspected history of non-qualified activity or attempts to work the system, not be trading a consistent strategy and that Apex has chosen to extent leniency towards and not terminate the contractor status with the Company may be placed on Probation Status. Probation status includes but is not limited to: denial of payouts until a certain number of trading days be performed showing compliance on and consistency, limits to the amount of Apex Accounts available to Contractor, amounts available for payouts in the case of windfall attempts or schemes, requirement to keep "safety net" balance in the account(s), limits to the number of contracts available to execute, or strict enforcements of risk management.

Anti-Hedging & Fraudulent Trading Enforcement

Contractors are strictly prohibited from executing opposing trades (hedging) between their trading accounts held with Apex Trader Funding and any accounts maintained at other proprietary trading firms.

Violation of this anti-hedging and fraudulent trading policy will result in immediate termination of the contractor's agreement and forfeiture of all simulated account balances. Apex Trader Funding explicitly reserves the right to reclaim any profits previously withdrawn by the contractor in breach of this policy. Furthermore, the contractor shall be liable for all legal fees, court costs, and associated recovery expenses incurred by Apex Trader Funding

in enforcing compliance or remedying breaches. Apex Trader Funding retains the right to pursue any applicable civil or criminal legal remedies available under the law to protect its interests.

Contractor shall not make more than one account. Doing so may result in forfeiture of any profit made and any fees paid.

Contractor may have more than one plan under the same user account and the Company reserves the right to cap the plans a Contractor has at any time.

Contractor shall never attempt to trade in an account on behalf of any other Contractor by any means.

There are no guarantees regarding the results Contractor may achieve or the level of success Contractor may have in Simulated efforts.

Contractor assumes all risk and liability should they elect to use this website or use any of this material or programs.

Contractor understands that trading under certain market conditions, such as high volatility and limit moves provides significant risk and may result in computer, platform, or data failure or delays. If there is a limit move day, the Contractor may not be able to close a position and their Performance Account may be liquidated. Company shall not be liable for such results that may occur to the Performance Account. To see limit move price levels each day, go to <https://www.cmegroup.com/trading/price-limits.html>. In Rithmic, Contractor must verify they have access to data and instruments before trading. Contractor will notify company of any errors immediately upon starting the account, such as an incorrect balance or initial balance or any other incorrect information. Fill prices may be modified to the exchange recorded fill price if there is any erroneous error in pricing of fills. This is especially true for trades made during fast markets and news and must be verified before any payouts can occur. Any orders placed during market close that cause a gain in performance or not closed at the end of the day shall be eligible for said performance gains to be removed from Contractors account by company at any time. Any attempt to exploit the fill prices from the exchange prices or any platform error shall be cause for immediate termination and no payout on the account. If a platform error occurs causing the Contractor to receive false performance gains Company shall have the right at any time in the future to remove said false performance gains.

I understand and agree that the PA Contract I signed clearly states: Traders shall have a defined strategy or system that has set rules for entry, stops, targets, trailing and use these rules consistently and with discipline. Only directional strategies and systems with clear reasons for entry, bias and entry rules are qualified all others will be disqualified and

forfeited. This includes any and all entry strategies that engage bracket orders (placing a limit order to go long on one side and placing limit order to go short on the other side) with no clear directional bias or specific entry rules, just placing orders on both sides hoping for a big breakout. This is a windfall strategy and is clearly not allowed in Apex PA Accounts. It is agreed that any such trading would violate and breach the contract and is cause for closure and forfeit and Independent Contractor has no rights or claims to such simulated balanced achieved by utilizing these or any other prohibited trading strategies, Including morning breakout trades with bracket orders, as specifically stated and address in the PA Contract agreement, news trading, or any other breakout strategy employing brackets, both ways, chasing markets, or windfall gambling attempts.

Contractor shall never attempt to trade in an account on behalf of any other Contractor by any means. Accounts may not be shared in any way. Account log in credentials may not be given to any other parties. No other parties than the Contractor listed in this Agreement may have to the account or any information, logs, history, automatic log ins, or access of any kind.

No Sharing of MAC Addresses, Computers, IP addresses, credit cards, or trade copies will result in Account Closure and forfeit or be required complete Additional Audits as outlines below.

Audits, Full Disclosure, Recordings and Live Trading Session Views: Required by Company

The following information or audits may be requested by the Company at any time for any reason and not just limited to examples of sharing of technology or devices. As stated and agreed to in this Contract, all simulated or live prop accounts are owned by and are property of the Company. Contractor understands and agrees that Company reserves the right to full audit, review, full disclosure and details of technical systems, indicators, tools, strategies, or systems used, access to records, logs, settings, reviews of systems, software, hardware, and all activity conducted within the Company owned account to assure compliance. At any time, the Company may request information regarding trading computer specs, internet providers, connections, speed computer performance and resource screenshots, graphics cards, size, internet speed, computer benchmark rating or other information. Contractor agrees and is obligated to full disclosure of any all information requested by the Company regarding any operations within the Company owned account.

If it determined by Company and reports that two separate Contractor usernames are operating Apex Accounts and sharing computers, activity, devices, mac addresses, Ip address, or credit cards (using cards not in contractors name or significant other's name

residing in same household to pay for any Apex products or services) or any group scheme. This can be grounds for immediate termination of the contract agreement and forfeiting of any balances in the simulated account or any rights or claims thereof without notice. Contractor understands and agrees to this without dispute or objection, as this is strictly prohibited per this contract.

If this activity is observed Company may immediately terminate contract and all obligations or may, at its sole discretion, consider a requirement of complete verification process to determine that no breaches of contract or prohibited activity is being conducted and is determined to the satisfaction of the Company at its sole and final discretion. If it is observed, suspected, or obvious that two user accounts are accessed and operated from the same device, mac address, or other system, at the same time, and/or executing matching trades, the accounts will be closed, forfeited and blocked and this Contractor agreement shall be immediately terminated for breach and the Contractor will forfeit all rights to any balances, payments, rights, or claims.

Providing false information, false statements, fake identification or documents, masking of Ip or MAC addresses, use of Cloud servers, VPN, networks to access, mask, disguise, create fictional or rotating ID's, mirror, to hide, or disguise in anyway prohibited activity will be a breach of contract and grounds for cancellation and forfeit.

Accounts, account creations, accessed systems, platforms, data connections or any other activity from same or duplicate IP or Mac address as other users in other locations, addresses, cities, states, etc., will be considered and determined and intentional fraudulent activity, violation and grounds for payment forfeit and immediate cancellation of contract without notice. Contractor has read, understands, and agrees to this without objection or dispute.

If the Company, at its sole discretion requests or requires an in-depth Full verification of this situation the Contractor agrees to comply with these request within 48 hours with no objection, refusal, denial, arguments, or delay, of any or all parts or requests of verification or the accounts will be closed and all balances forfeited and contract will be considered in breach. Items that could be required include but are not limited to:

Full written statement of relationship to other parties in question, including direct relationship, shared trading activities, financial or business relationships, full disclosure of any partnerships, payment for services, profit share agreements, or any other interests.

A written statement, notarized, verifying identity, that you are the only Contractor with interest, access, knowledge of credentials, or conducting of any activity or connections or access with the Apex owned account. Also, that you are the cardholder on the credit card

used, all charges to Apex historically up to the date of this video and statement were done by you, for you, and authorized by you with receipt of services and accepted by you.

REQUIRED: General online Apex ID procedure. Additional Id documentation as stated above, credit card verification, address verification with providing two forms of address verification of utility bills, insurance, government id, lease agreement etc. In addition, a screenshot of the front page of the Contractors bank statement to additionally verify identity, address and verification of bank account number matching the one provided to Company by Contractor in the Payout Method section of Apex website. This is to ensure funds paid by Company, to Contractor are not being directed or redirected to other parties or accounts and to meet Compliance requirements. Apex is subject to Federal Laws of AML and KYC Compliance. Any red flags, concerns, items of concern make it required and the responsibility of Apex to conduct and in depth and thorough second level verification.

In addition, as part of the required verification, or at any time during the duration of this contract, the Company may require that Contractor attend one or more live Zoom sessions with the Company Compliance, Legal, or Risk Management staff member(s), or outside Counsel, during simulated account operation sessions. These sessions will be with Company representatives to observe sessions, activity, executions, ask questions, ask for detailed commentary on executions, reasons for execution, placements of exit points for simulated profits or losses, risk management parameters, specific and exact consistent strategy, or system detailed step by step rules.

Company may request specific number of days, sessions, or executions to be recorded by Contractor and sent to company for review and compliance. Contractor may be asked to provide commentary as executions are made, to explain and show rules, systems, understanding of strategy and system to assure and show the accounts are being traded by and only by the named Contractor and no other parties, other Company Contractors, third parties, services, or any other non-authorized user. If recorded executions and information provided, trading style, system, entries, copying, performance, size, and outcome do not match average of previous range of days, or consistent with previous entry or execution history, Company will consider this as confirmation or other parties accessing and executing on Company owned account will be closed, considered breached contracted and forfeit of all funds.

TRADE LOGS: Trade logs within trading platforms must be kept for a minimum of 30 days and not removed or deleted. Company may request settings, logs, or history files at any time. Logs and file information may not be deleted, altered, modified, edited, or falsified in any way or will result in immediate breach, violation, forfeiture, and cancellation of accounts and contract.

Upon Company request of Zoom, recordings, information, logs, or any other information about activity in the Company owned account, Contractor understands and agrees they will be required to provide this information timely and provide respond within 48 hours of request. Delays, avoidance, denial, refusal, or demand of reasoning about any and all of these requests and requirements will result in immediate termination of the PA Account and contract. Any simulated PA trading done from the date of request until compliance and completion of the requests will not be credited in any way and any simulated profit balances from those days or trades removed and forfeited. Contractors involved in these schemes historically will avoid the communication from Apex, ignore, push off, make excuses, argue, to drag it out and hope it "goes away" or that Company will not follow up, while they attempt to get to a payout quickly and then purposely blow account. These requirements, restrictions and forfeitures, closure, apply to requests being immediately fulfilled not only by the named Contractor on the user account and Contract, but all other Contractor parties in question, suspected, associated, or required by Apex, in the household, share same IP address, use the same credit card, share same MAC address, or connected in any way directly or indirectly at the sole determination of Apex. All potential parties in the potential group scheme, fraud, or unauthorized access or use of Apex Accounts will be required to comply.

As stated and agreed to in this Contract, all simulated or live prop accounts are owned by and are property of the Company. Contractor understands and agrees that Company reserves the right to full audit, review, full disclosure and details of technical systems, indicators, tools, strategies, or systems used, access to records, logs, settings, reviews of systems, software, hardware, and all activity conducted within the Company owned account to assure compliance. At any time, the Company may request information regarding trading computer specs, internet providers, connections, speed computer performance and resource screenshots, graphics cards, size, internet speed, computer benchmark rating or other information. Contractor agrees and is obligated to full disclosure of any all information requested by the Company regarding any operations within the Company owned account.

The Contractor has entered a legally binding contract with the Company, as an Independent Contractor to perform simulated performance testing and proving of their independently selected or created strategies and system. These operations are executed according to this contract while in a Simulated Performance Account environment setting in which the Contractor, if qualified, meeting contractual guidelines, could be entitled to payouts matching certain percentages of simulated balance performance as outlines above. Ultimately and in addition, Contractor efforts are to show and prove simulated profitability in the attempt to be Evaluated for being placed with a Regulated Futures Broker

and given access to Company live prop fund sub account for potential profit split. These results and operations must be done while following general or specific guidelines laid out by the Company. Contractor must avoid prohibited or unqualified activity that would breach, violate, void, forfeit and cancel contract, potential payout or rights or not be valid for any credit, balances, debts, claim, or financial obligations or consideration of any kind from the Company. Contractor has read, agrees to, accepts, and understands without denial, objection, duress, dispute or any rights of denial, refusal or delay, the Company's right, need, obligation and requirement to full access and information. Non-compliance will result in immediate and permanent breach of contract, forfeit and closure and cancellation of contract with loss of all rights and claims to the Contractor. Company's internal risk, fraud, and compliance measures are confidential and proprietary and must be kept protected. They may not be disclosed, harmed, or caused to be no longer effective due to exposure. Company therefore may request or require this process or audit at any time, for any reason, without obligation or right of demand for disclose of reason, concern, potential breach, proprietary information, methods, systems, reports, compliance, or fraud detection alerts used for initiation or cause of compliance verification process. Company reserves the right to request this process by live Zoom Session, unstaffed automated live recorded sessions, or to request and require recording directly from Contractor with all requested items, or request of written response to inquiries.

Contractor may have more than one plan under the same user account and the Company reserves the right to cap the plans a Contractor has at any time.

Contractor shall never attempt to trade in an account on behalf of any other Contractor by any means. Accounts may not be shared in any way. Account log in credentials may not be given to any other parties. No other parties than the Contractor listed in this Agreement may have to the account or any information, logs, history, automatic log ins, or access of any kind.

There are no guarantees regarding the results Contractor may achieve or the level of success Contractor may have in Simulated efforts.

Contractor assumes all risk and liability should they elect to use this website or use any of this material or programs.

Independent Contractor- Obligations- Representations- Conduct

I understand as an independent contractor of Apex and signer of the PA Contract I am entering into a legally binding Independent Contractor relationship with Company. Not only to be given access to operate a Simulated Apex PA Account, but I also agree and

understand that under terms of this Contract I have obligation and requirements to represent the company in a proper manner as laid out in this agreement.

I understand as an independent contractor of Apex and signer of the PA Contract I am bound by Non-disclosure Agreement, non- disparagement clause, Liquidated Damages clause and agreement, as well as all other rights and responsibilities of the Apex PA Contract.

Company states that it has no desire to contract with or provide opportunities of access to risk capital to any Contractor that would not represent the Company in an ethical and moral way, or not represent the Company in manner expected of this Agreement and Contractual access and relationship. As part of the Apex agreement, PA Contract and specific terms and in the spirit of the relationship, Company (Apex) expects and requires for all independent contractors to always conduct themselves professional, be an Ambassador for Apex, always keep Apex in a good light as they represent Apex in every way. Any activity in contrast to that, speech, written, verbal, posted, use of boards or social media, or unprofessional behavior towards Apex, staff, members, affiliates, management, partners, or anyone else affiliate with Apex will be grounds for immediate breach, cancellation and voiding of the contract and relationship with contractor and forfeiture of all rights or obligations.

Any attempt to spread negative or false information about the denial or refusal of Apex to honor breached contracts will result in immediate closure and forfeiture of all rights to any simulated funds and open the Contractor to claims of slander, defamation, and more counts of breach of contract. This includes any activity, speech, posts, comments, shares that would be a complaint in nature or representing the company in a negative light, including but not limited to any social media or online outlets or negative reviews on Review Sites. The Federal Trade Commission clearly states that person which are Independent Contractors or under Contracts for Employment are not protected by the (CRFA) Consumer Review Fairness Act, nor are protected from fees, fines and penalties from breach of contract in regard to reviews on social media or any other forums!
<https://www.ftc.gov/business-guidance/resources/consumer-review-fairness-act-what-businesses-need-know>

Company may pursue all avenues of legal remedies available for slander, defamation, breach of contract and any losses or damages. This would also be in violation of the non-disparagement clause, and potentially invoke the Liquidated Damages clause if Apex so choses, but would immediately terminate, void, and breach the contract with Apex and all obligations from Apex to the contractor.

All communications between Apex and the Independent Contractors which operate Simulated Performance Accounts are private and confidential including all communication, disputes, outcomes, decisions, denial of payouts, closure of accounts, forfeiture of accounts, or disclosure of security or compliance measures in place and used by Apex to seek and uncover breaches of contract.

These measures, filters, fraud detection and contract enforcement procedures and systems and proprietary information and system of Apex Trader Funding Inc and all outcomes, decisions, findings, methods of compliance, communications of breaches or Compliance, and final outcomes and decisions are strictly confidential and not to shared, copied, forwarded, posted, disclosed by customer/ contractor without the express written permission of Apex. Failure to comply will result in immediate closure, forfeiture of all simulated balances, and potential legal actions being pursued.

All communication from Apex is private and confidential and not to be shared, posted, copied, or given out, posted, or shared to any platform or social media and is proprietary in a competitive market and I agree to keep it confidential. All systems and methods of Apex used to monitor, enforce, or communicate compliance or non-compliance with Apex PA Contract guidelines is proprietary and any disclosure of methods, monitoring, communications, decisions, outcomes, contract enforcement is confidential. All information, forms, communications, procedures and all other items listed are intellectual or physical property of Company. Company has full right of disclosure and to deny or approve any request for disclosure from Contractor of any such material, information, communication, or proprietary materials. Any breach of this confidentiality can result if full closure of all accounts and full forfeiture of any simulated balance rights or claims, will result in breach of contract and cancellation of contract, and the Independent Contractor status with forfeit of all claims due to contract breach. I agree to follow the Apex Code of Conduct. I agree, understand, and accept that my Apex PA contract also includes a provision with an NDA that I agree to and can be held liable for. The PA contract also includes a non- disparagement clause that I agree to abide by with any and all communications about Apex in any way. I also agree and understand my Apex PA contract contains a Liquidated Damages Clause that would hold me liable for agreed to offenses and amounts for breaches of contract. I understand and agree to all terms above and do not dispute them nor dispute that these were agreed to in the PA Contract and on the Apex website.

Non-Disparaging Agreement:

Contractor agrees to non-disparaging agreement without duress or dispute and that they will not make any voluntary statements, written, oral, or electronically or by any other

means or cause or encourage others to make any such statements that defame, disparage, degrade, bring into question or in any way criticize the personal and/or business reputations, practices or conduct of Company or Company's employees, officers or directors, partners, affiliates or other Contractors. Company agrees that it will instruct its officers and directors to not make any voluntary statements, written or oral, or cause or encourage others to make any such statements that defame, disparage or in any way criticize the personal and/or business reputations, practices or conduct of Contractor, except in the case of Company defense against claims and counters due to Contractor breach of this clause. Contractor agrees not to disparage or denigrate the company orally or in writing, and that neither the Contractor nor anyone acting on their behalf will, in a negative or harmful light, publish, post, or otherwise release any material in written or electronic format, make speeches, gain interviews, or make public statements that mentioned the company, its operations, clients, employees, products, or services.

Nondisclosure Agreement:

This Nondisclosure Agreement is entered into between Contractor and Company and is inclusive of the Apex PA Agreement. The parties agree to enter a confidential relationship with respect to the use and disclosure of certain proprietary and confidential information outlined and determined by Company in the Apex PA Agreement and Independent Contractor Agreement.

For purposes of this Agreement, "Confidential Information" shall include any information, material, forms, agreements, contracts, communications, screenshots, emails, data, or know-how, including trade secrets and proprietary information, either written, oral, electronic, or otherwise, to include any and all parts of this Contract Agreement or executions or enforcements of it.

The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Upon written request by Disclosing Party, Receiving Party shall immediately return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information.

Disclosing Party shall hold and maintain all rights, title, and interest in and to any Confidential Information. This Agreement and the disclosure of any Confidential Information by Disclosing Party to Receiving Party shall not be construed as granting Receiving Party any rights, title, or interest in the Confidential Information, including any rights in copyright, trademark, patent, or any other intellectual property right.

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. Any disputes that relate to the execution, interpretation, construction, performance, or enforcement of the Agreement will be brought and resolved solely and exclusively in the state or federal courts of Texas.

Liquidated and Ascertained Damages:

Contractor hereby acknowledges, understands, and agrees that violations of this Contract can cause unforeseen and unknown amount of harm, damages, and loss to the Company regarding mishandling of PA Account, fraud, theft, and especially breach of Confidentiality and Non-Disclosure, Breach of Code of Conduct, Breach of non-disparagement agreement information as outlines in this contract. Contractor accepts, understands, and agrees they shall pay liquidated damages for breach or forfeit of this Agreement or violation of the Pa Account, Platform, non-disclosure, confidential and private information as identified and described in this contract as a whole, as well as non-disparagement violations. Company is entitled to request and receive, and Contractor required and obligated to pay the liquidated damages. I understand that in the event I breach any portion of this contract with regards to attempts to defraud or take advantage of the program rules, allow access to anyone other than myself to the Apex PA Account whether by copy trade access, direct access, or shared devices. of the non-solicitation, nondisclosure, or non-competition provisions of this Agreement, the monetary damages which the Company will sustain may be difficult to ascertain. I hereby agree that in the event of any such breach on my part, that I will be liable to the Company for liquidated damages in the amount of \$10,000.00 per occurrence. I hereby acknowledge that said damages are reasonable, do not constitute a penalty, and I further agree that I will not contest the reasonableness of said liquidated damages in any such action commenced by either party with respect to this Agreement.

Neither Contractor nor any third party related to Contractor shall hold COMPANY liable for any change, cancellation, or temporary hold of COMPANY services.

***COMPANY AND ITS AFFILIATES PROVIDE THE MATERIALS AVAILABLE AT ALL ASSOCIATE WEBSITES AND OTHER COMPANY WEBSITES.

PRODUCTS, "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED TO THE FULLEST.

EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, SPONSORS, AND ADVERTISERS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES RELATING TO THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY INFORMATION, PRODUCT OR SERVICES. COMPANY AND ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, SPONSORS, AND ADVERTISERS DO NOT WARRANT THAT YOUR USE OF ANY COMPANY AND PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT COMPANY PRODUCTS, INCLUDING THE SERVERS ON WHICH WEBSITES ARE HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

For international Contractors outside the United States, you understand you are responsible for compliance with the laws of your local jurisdiction regarding import or export regulations regarding any service or site operated by COMPANY. It is prohibited to access any of COMPANY website's content or services if it is in violation of any local laws of the Contractor. CONTRACTOR ACKNOWLEDGES THAT THEY ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE INFORMATION, PRODUCTS AND SERVICES, INCLUDING WEBSITES, AND ALL CHARGES RELATED THERETO. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF AND RELIANCE ON COMPANY PRODUCTS AND SERVICES. OPINION, ADVICE, OR STATEMENT OF COMPANY, ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, SPONSORS AND ADVERTISERS, WHETHER MADE ON A WEBSITE OR OTHERWISE, SHALL NOT CREATE ANY WARRANTY. YOUR USE OF COMPANY PRODUCTS IS ENTIRELY AT YOUR OWN RISK. COMPANY DOES NOT REPRESENT THAT ANY PLATFORM SUCH AS RITHMIC, NINJACONTRACTOR, OR OTHER PLATFORMS WILL BE ERROR FREE. CONTRACTOR UNDERSTANDS WE DO NOT MANAGE THE PLATFORMS NOR DO WE PROVIDE THE DATA.

THE DATA IS PROVIDED BY RITHMIC. AS SUCH, CONTRACTOR UNDERSTANDS THE COMPANY HAS NO ABILITY TO CONTROL OR CREATE THE DATA OR EXECUTIONS OR LACK THEREOF PROVIDED TO YOU. COMPANY DOES NOT REPRESENT THE DATA WILL BE CORRECT, TIMELY, OR USEFUL FOR ANY PARTICULAR PURPOSE.

Federal Tax Laws that effect or determine the taxation of gains from trading regulated futures contract apply to the legal owner of the said account and are taxed under special guidelines to the owner of the account that directly receives the withdrawal from a live funded futures account through a Regulated Broker. All accounts are owned by the Company and contractors are paid directly from the company as an independent contractor and do not partake in any special tax treatment of trading futures contracts, through the Company owned account. The Contractor may close account after but not before 180 trading days where a trade is placed. If the Contractor closes out the account, they will be paid 90% of the simulated performance that would have met the requirements for a payout request up to that point and are not entitled or owed any remaining non live simulated balances that have not met requirements for payout according to the above stated requirements. Company may choose to close the account under any provision in this Agreement. If the Contractor is not in default, Company shall pay the Contractor in an amount and time determined by Company, in its sole and absolute discretion determining the amount due as set forth herein. If company chooses to close the Contractor account, for discontinuation of program or plan, or any other reason, payment to the Contractor shall be made as follows so long as the Contractor has not violated this agreement. If the Contractor has violated this agreement, in any way, they shall forfeit entire balance of all performance payments including amounts the Contractor may be eligible to withdraw. Performance for this paragraph shall be defined as any amount above the starting balance that the Contractor has requested to be withdrawn, (requested performance / performance) that is eligible and qualified to be withdrawn and has made a withdrawal request that is pending approval (so long as it meets eligibility withdrawal requirements and is approved) or has been approved and not yet paid. Company shall pay 10% of the performance amount if the Contractor has had a Performance Account at least four weeks, 25% if account has been active at a minimum of twelve weeks, 50% at twenty-five weeks, and 90% of the performance if the Contractor has had the performance account for at least one full year. Company reserves the right to payout the Contractor at any time and under any circumstances, earlier than the above-mentioned timeframes, at its sole discretion. Company is under no obligation to pay more than the max payout per payment period or to pay out any amounts that have not yet been qualified for under the terms of this contract agreement.

Limitation of Liability

NEITHER COMPANY NOR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, SPONSORS OR ADVERTISERS ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO ANY COMPANY PRODUCTS AND/OR SERVICES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH ANY COMPANY PRODUCT OR SERVICE IS TO STOP USING THEM. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT INCLUDING, WITHOUT LIMITATION-NEGLIGENCE), OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, DIRECTLY TO THE COMPANY FOR SERVICES AND PRODUCT. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Contractor agrees to indemnify, defend and hold COMPANY, its Affiliates and their respective officers, directors, employees and agents harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) Contractor's breach of this Agreement or other terms applicable to Contractor's use of COMPANY products and or services; (b) any allegation that any materials that Contractor submits or transmits to COMPANY infringes or otherwise violates the copyright, trademark, trade secret or other intellectual Property or other rights of any third party; and/or (c) your activities in connection with any COMPANY products and or services.

I understand and agree any charges to Apex disputed after use of service would be considered and pursued as act of online theft and intentional act of fraud of Apex services, Rithmic or Tradovate platform and services, Ninja platform, as well CME data. Any chargeback or dispute of card payments to Company will result in immediate termination and cancellation of contract with forfeit of all balances, rights, or claims. By signing and agreeing to this contract, the Contractor understand and agrees to the terms without dispute or objection. Contractor agrees and is bound by executing this contract that if any disputes are made these balances must be returned to the Company within 72 hours of notification and notice from Company and Contractor will be liable for an additional fee of fifty dollars per item charged back for all fees incurred by the Company.

COMPANY products are accessible through the Internet and require Contractor shall have a computer and modem or comparable access lines. Contractor acknowledges and agrees that, to the extent necessary for them to access products which are made available through the Internet, it is Contractor's responsibility to provide all sufficient computer equipment, including a computer and modem, necessary for Contractor to establish a

connection to the Internet; provide for Contractor's own connection to the Internet; and pay any costs and fees associated with Contractor's equipment, software and connections to the Internet.

COMPANY shall pay for data fees for live market data to make product accessible through Rithmic. Company shall provide access to Rtrader or Tradovate and NinjaTrader for use with this account exclusively. Contractor is responsible for any other platform's fees, for other platforms or data fees Contractor may choose to use beyond what is provided by the company.

Contractor shall keep this Agreement in whole or in part completely confidential or Contractor shall forfeit their performance account and all payouts and be liable to company for damages sought by company. Company contracts, agreements, forms, communications, disclosures, or any other company material may not be disclosed, shared, screenshot, forwarded, placed or discussed on boards, platforms, media, or any other sources or disclosure without express written permission by the Company. Doing so in any way, form, or outline will be cause for cancellation of contractor and forfeiture of all rights laid out in this contract.

The Company may revise, amend, or update policies and terms under this Agreement and on the website at any time without notice. The Contractor may view any updated versions of this contract in their user portal under the "Signatures" section, where you are seeing this now, and will display in the box just above the previous contract history of acceptance log, so that contractor can review or reference the current governing instrument at any time for updates. Any attempt by Contractor to change the content of this Agreement shall mean any Performance Accounts will be terminated and no funds shall be paid to Contractor.

Company may require a state ID, driver's license, or passport copy (whichever the Contractor has), and additional items and identification required and requested to meet all AML and KYC Federal Regulations, from Contractor and Contractor shall provide it within 3 business days of the request, if requested by company at any time.