

TERMS AND CONDITIONS OF FUNDZ LLC

Article 1: INTRODUCTION

1. Fundz Limited. (“Fundz” or “Company”) is a limited liability company registered in Saint Vincent and the Grenadines, having its registered address at Suite 305, Griffith Corporate Centre, Beachmont, P.O. Box 1510, Kingstown, Saint Vincent and the Grenadines and trading under the Fundz tradename and through the domain name www.Fundz.global.
2. All content on the website www.Fundz.global and in the downloadable brochure has the sole purpose of providing information about the Fundz investment concept. In any case, the information provided does not serve as a specific investment recommendation, business recommendation, investment opportunity analysis or similar general recommendation on trading investment instruments.

Article 2: ACKNOWLEDGEMENTS

1. The Company shall not be contractually committed with any legal or/and natural person wishing to become Client of the Company until such time that the Company has confirmed to such person that it has opened an Account on his behalf and the Client has successfully initially funded such an Account.
2. The Client acknowledges that he has read, fully understood and accepted the contents of this Terms and Conditions and solely based on these contents he has willingly entered into a legally binding agreement with the Company.
3. For all the information about the Company and its activities, including any other documentation referenced in this agreement, the Client should always refer to the legal documentation posted on the website of the Company.
4. The Client accepts and understands that the official language of the Company is the English language.
5. The Client acknowledges that Fundz is an institutional money maker that uses model portfolios and / or trading systems, which systems have a higher risk profile than model portfolios.
6. The Client acknowledges that copy trading is a method of allowing investors to automatically track third-party signals, with the aim of enabling them to issue orders manually or through auto trading to brokers for the buying and selling of securities.
7. The Client acknowledges that Fundz is not supervised by any financial authority and is not subject to a license requirement.
8. The Client guarantees that he is not registered or can be qualified as a financial institution.
9. The Client guarantees that he will not act in the interest of any financial institution.
10. The Client guarantees that he is fully aware of signal trading and the high financial risks involved.

Article 3: DEFINITIONS OF TERMS

1. The following terms shall have the following meanings:
 - a. “Account” shall mean the account opened by the Client with the Company.
 - b. “Agreement” shall mean any agreement between the Client and the Company
 - c. “Authorised Person” shall mean a person authorised by the Client to give instructions for execution on the Client’s Account to the Company.
 - d. “Business Day” shall mean any banking day in Saint Vincent and the Grenadines.
 - e. “CFD” shall mean a Financial Contract for Difference on spot Forex, stocks, equity indexes, precious metals, virtual currency or any other commodities available for trading.
 - f. “Client” shall mean any natural or legal person to whom the Company provides investment and/or ancillary services.
 - g. “Dormant” shall mean a trader’s Account which had no Client-initiated activity for the past 180 days.
 - h. “Equity” shall mean the value of Financial Instruments in the trading Account plus the unrealized profits or minus the unrealized losses.

- i. "Financial Instrument" shall mean any derivative contract dealing in an underlying asset, including Foreign Exchange and Contract for Difference.
- j. "Forex" shall mean Foreign Exchange, sale and purchase of currencies against each other.
- k. "Leverage" shall mean the ratio in respect of Transaction size and initial Margin.
- l. "Margin" shall mean the necessary guaranteed funds required to open a position.
- m. "Power of Attorney" shall mean the power to authorise Fundz to act on behalf of the Client in all the business relationships with the Broker.
- n. "Trading Platform" shall mean any information software and hardware complex used by the Company for the purpose of providing services to the Client.
- o. "Transaction" shall mean any type of transaction performed in the Client's Account including but not limited to purchase and sale transactions involving Financial Instruments, deposits and withdrawals.

Article 4: PROVISION OF SERVICES

1. The Client acknowledges that Fundz's services does not include the provision of Investment Advice. Any discussions that might be carried on between the Client and Fundz employees or any information provided by the Company will not give rise to any advisory relationship, nor do they constitute Company's recommendations to Clients.
2. Furthermore, any investment information or materials displayed on the website of the Company does not constitute investment advice and has no regard to specific investment objectives, financial situations or particular needs of the Client. The Client acknowledges that this information is provided to assist him in his investment decision and the Company does not bear any responsibility for the Transactions carried out by the Client.
3. The Client is solely responsible for any investment strategy, Transaction or investment he enters into.
4. Fundz is obliged under applicable regulations to obtain information about the Client's knowledge and experience in the investment field so that Fundz can assess whether the service or product envisaged is appropriate for the Client. Fundz shall assume that information about the Client's knowledge and experience is accurate and shall bear no responsibility if such information is inaccurate or there were changes without informing Fundz and as a result Fundz will not be able to follow our regulatory requirements of examining the appropriateness of Fundz's products for the Client.
5. Fundz may, from time to time in its absolute discretion, withdraw the whole or any part of any of its services on a temporary or permanent basis.

Article 5: LEVERAGE

1. Leverage obtainable in CFDs trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement in the markets can result to a proportionately larger movement in the value of your investment and this can work against the Client as well as for the Client. CFD Transactions have an inherent risk and the Client should be aware of what the implications of this are.
2. Leverage restrictions may apply on certain products or jurisdictions as it is imposed by the relevant industry practices or regulatory requirements accordingly. In addition, it should be noted that the Company will continuously monitor the Leverage applied to Client's positions and reserves the right to amend the Account's Leverage depending on the Client's trade volume and trading patterns.
3. The Client thus accepts, acknowledges and understands that the automatic reduction of Leverage in their Account could result in the Account Equity falling below the updated Margin requirements, which could result in a Margin Call or Stop Out. The Client is therefore strongly advised to maintain appropriate amount of Margin in his Account(s) at all times in the event of an automatic reduction of the Account's Leverage.
4. The Company may also add to or change its Leverage Limitations at any time without prior notice to be given to Client.

Article 6: RISK WARNING

1. The Client unreservedly accepts, acknowledges and understands that CFDs trading:
 - a. is highly speculative;
 - b. carry a high level of financial risk, as they are subject to excessive price fluctuations which may cause substantial losses;
 - c. in the case of CFDs with underlying asset a virtual currency, there might be sudden changes in prices of certain instruments. This can happen during economic events or market announcements or geopolitical events, news, or even due to adverse media or fake news. Gaps can occur when markets open or close or even during normal trading hours. If the market is closed when these factors occur, the opening price of the underlying asset can be substantially different from the closing price, giving you no opportunity to close your trade in-between. Pricing gaps can result in losses. Therefore, CFDs on virtual currencies may be subject to large price fluctuations and in some instances, due to the early stages of their lifecycle, they may lose entire value;
 - d. the losses may include all of the Client's investment and also any additional commissions and other expenses;
 - e. is only suitable for persons who are able to cope with the associated risks by bearing the financial losses;
 - f. the Company does not guarantee the capital of the Client's Account or its value at any time or any money invested in any Financial Instrument
2. When trading in CFDs, the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a regulated market but over-the-counter (OTC). The Client accepts that Fundz is the only execution venue, which is a non regulated market.
3. Since virtual currencies are trading on various exchanges worldwide (non-centralized), and since we derive our pricing from certain exchanges, our pricing might be significantly different than prices from other exchanges. The Client should understand the above, and maintain your account balance accordingly, knowing that our prices can be different from prices observed elsewhere.
4. Fundz shall not be responsible for any loss arising from any investment based on any recommendation, forecast or other information provided. Any opinions, news, research, analyses, prices, or other information contained on this Website are provided as general market commentary, and do not constitute investment advice. The Company will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.
5. The contents of any report provided should not be construed as an expressed or implied promise, as a guarantee or implication that Clients will profit from the strategies herein, or as a guarantee that losses in connection therewith can or will be limited.
6. Forex and CFDs are leveraged products which incur a high level of risk. The Client should not risk more than he is prepared to lose. The Client will ensure the understanding of the risks involved and take into account he and his Power of Attorneys level of experience before deciding to trade. Seek independent advice if necessary. Fundz will under no circumstances give any advice on investment products or trades.
7. Forex and derivative products are exposed to 'exchange rate risk'. Exchange risk also known as "currency risk" is the risk of loss (or gain) from unforeseen changes in exchange rates (the prices at which currencies trade for each other). There is a risk that the Client will have to close out a long or short position in a foreign currency at a loss due to an adverse movement in exchange rates. It can also be described as the uncertainty of returns where you purchase securities in a currency different to your domestic currency.
8. Forex and derivative products are exposed to 'liquidity risk'. Liquidity risk arises from situations in which an investor interested in trading a security cannot do so because no one in the market wants to trade that security. It is the inability to find buyers on the terms desired. It is also the risk stemming from the lack of marketability of an investment that cannot be bought or sold

quickly enough to prevent or minimize a loss. Non-highly traded securities bear higher liquidity risk since there is a risk of having difficulty in liquidating an investment position without taking a significant discount from current market value. The liquidity risk is usually reflected in a wide bid-ask spread and large price movements and can take the following three forms:

- a. Bid-ask spread: is essentially the difference between the highest price that a buyer is willing to pay for an asset and the lowest price that a seller is willing to accept to sell it.
 - b. Market depth: is a measure of the number of open buy and sell orders for a security or currency at different prices. The depth of market measure provides an indication of the liquidity and depth for that security or currency.
 - c. Market resiliency: how long it takes for prices that are temporarily incorrect to return to normal.
9. The Client is carrying out his own trading activities on an execution only basis. This means that Fundz will not provide the Client with investment related advice. Fundz is permitted to provide factual market information and information about transaction procedures, potential risks involved and how those risks may be minimised, but any decision made to trade must be the Client's.

Article 7: FEES, COSTS AND CHARGES

1. The Client undertakes to pay the Company the commissions and fees stated on the website of the Company under the Trading Conditions.
2. The Company is entitled to debit the Client's Account with any value added tax, or any other tax, contribution or charge which may be payable as a result of any Transaction which concerns the Client. These charges include, but are not limited to, settlement and exchange fees, regulatory levies or legal fees.
3. The Company is not responsible for paying Client's tax obligations in relation to possible income tax or similar taxes imposed on him by his jurisdiction on profits and/or for trading in Financial Instruments.
4. The Company is also entitled to debit the Client's Account for extraordinary expenses resulting from the agreement between the Client and the Company. Examples of extraordinary expenses, include but is not limited to Transaction confirmations, Account statements in hard copy in situations where the information provided electronically is not sufficient, courier and postal charges, dispatch of reminders in the case of non- execution by the Client, charges in relation to requests from the authorities. These charges might be in the form of fixed amounts or in the form of hourly rates or a combination of both.
5. The Client provides Fundz a Power of Attorney to authorise to act on behalf of the Client in all business relationships with the Broker as defined in this Agreement. The Power of Attorney should be provided to the Company, accompanied by all the requested identification documents of the representative. If there is no expiry date, the Power of Attorney will be considered valid until revoked by a written termination by the Client.
6. The Client owes a performance fee calculated based on the profit made in the indicated periode by the Client.

Article 8: USE OF THE IT SYSTEM

1. Predominantly, the Client shall transmit instructions to the Company using the IT system provided. The Company shall communicate with the Client exclusively via the IT system. It will be the Client's responsibility to take all necessary action to ensure that he is able to access any communications that may be sent to him.
2. The Client is aware of the fact that using computers and the Internet exposes him to a number of risks including, in particular:
 - a. The possibility that an unauthorised third party might access his Client's Account;
 - b. The possibility that the relationship between the Client and the Company might be revealed;
 - c. The possibility that computer viruses might infect the Client's computer system without the Client's knowledge; and

- d. The possibility that third parties might send messages to the Client, claiming to represent the Company.
3. The Client undertakes to obtain full information and acknowledges that he is solely responsible for doing so, in respect of the risks to which he may be exposed and any necessary security measures he ought to have taken.
4. The Company will not be liable for any loss suffered by the Client resulting from the IT use, including in particular the actions of unauthorised third parties introducing themselves as the Client or the Company, transmission errors, transmission failures, technical faults, overloads, breakdowns (including but not limited to maintenance activities due to the maintenance of IT systems), system downtime, malfunctions, interference, attacks (e.g. hacking), blocked communications and networks (e.g. mail bombing) or other failures regardless of who is responsible.
5. The Client will therefore take the necessary precautions to ensure the confidentiality of all information, including, among other things, the system password, user ID, portfolio details, Transaction activities, Account balances, as well as all other information and all orders.
6. The Client undertakes to notify the Company immediately if it comes to his attention that his system password is being used without authorisation.
7. The Client hereby assumes all liability arising in connection with technical access to the Company's services. The Client shall be responsible for acquiring, installing and configuring the appropriate hardware and software, in order to set up his connection with the Company's online services. The Company shall not be liable for any actions of the access provider and/or hardware that it has not supplied itself.
8. The Client will make payments directly to the investment platform. Under no circumstances direct payment will be made to Fundz. Investment orders are issued directly by the Client to its bank or broker, which will execute the order.
9. Fundz's trading signals cannot be qualified as personalized investment advice.
10. Fundz's services can only be regarded as an investment recommendation.
11. Fundz provides its services on an execution-only basis, which means that an advisory product is concluded without advice. The Client does not appreciate advice because he knows the exact specifications of the product and the consequences of closing the product are also clear to him.

Article 9: PERSONAL DATA PROTECTION AND CONFIDENTIALITY

1. The Company shall have the right, without the need to inform the Client beforehand, to disclose any details of the Client's Transactions or any other information, that may be necessary for the purposes of complying with any requirements of any authority entitled to require such a disclosure by law or with any Company obligation, to proceed with the said disclosure to any authority.
2. The customer agrees to Fundz's privacy statement, which includes, among other things, that the Client's personal data is stored and processed in and under the laws of Saint Vincent and the Grenadines.

Article 10: TERMINATION

1. The Company reserves the right to terminate any agreement with the Client at any time with immediate effect and without giving any reasons for this action. The Company shall have the right to freely set the consequences of such termination for the Client's positions without incurring any liability. The Company will no longer carry out any orders for the Client upon termination of any agreement.
2. The Client is obliged to pay any pending obligations towards the Company, including but not limited to any pending fee or amount payable to the Company, any charge or expenses incurred or to be incurred as a result of the termination of this Agreement, as well as any other expenses that might arise during the settlement of the pending obligations.
3. The Company has the right to subtract all above pending obligations from the Client Account.

4. The termination of this Agreement does not influence in any way the rights, contractual provisions, commitments, obligations and liabilities of either party.

Article 11 FORCE MAJEURE EVENT

1. Except as expressly provided in this Terms and Conditions, Fundz will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing our obligations under any Agreement where such failure, interruption or delay is due to:
 - a. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity or political crisis;
 - b. Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster;
 - c. Labour disputes not including disputes involving our workforce;
 - d. Suspension of trading on a market, or the fixing of minimum or maximum prices for trading on a market, a regulatory ban on the activities of any party (unless we have caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
 - e. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
 - f. Breakdown, failure or malfunction of any electronic equipment, network and communication lines (not due to the bad faith or wilful default of ourselves), hacker attacks and other illegal actions against our server and Online Trading System; and
 - g. Any event, act or circumstances not reasonably within our control and the effect of that event(s) is such that we are not in a position to take any reasonable action to cure the default.
2. In the event of force majeure, the affected Party must notify the other Party of the circumstances and of the events beyond its reasonable control within 3 business days.
3. In the events of force majeure, we may suspend, freeze or close your positions.

Article 12 GOVERNING LAW AND JURISDICTION

1. The relationship between the parties shall be governed solely by and construed solely in accordance with the laws of Saint Vincent and the Grenadines.
2. The courts of Saint Vincent and the Grenadines shall have the sole jurisdiction to hear any litigation between the parties arising out of or in connection with any Agreement.
3. The parties agree that the international treaties between the different countries do not apply to the agreement and - insofar as relevant - the client acknowledges that Fundz's activities are only carried out from Saint Vincent and the Grenadines as long as Fundz's server is operating from there.

Article 13 DECLARATION

1. The Client declares that he has read, understood and accepted this Terms and Conditions in its entirety.
2. The Client declares that he has read, understood and accepted the Privacy Policy of Fundz, which can be found on the website www.Fundz.global
3. The Client declares that he consents and agrees to direct advertising through cold calling by any means, including but not limited to, by phone, email and facsimile.
4. The Client declares that he is over 18 years old and/or has full capacity (in case of legal entities) to enter and be bound by this General Terms and Conditions and that he is not prohibited by the legislation/regulations of his country of residence to enter into an Agreement.

Article 14 COMPANY'S CONTACT DETAILS

1. Clients shall communicate with the Company with the communication methods described within this Agreement and/or at the following address: Suite 305 Griffith Corporate Centre Beachmont P.O. Box 1510 Kingstown Saint Vincent and the Grenadines.