

FX Analytics Product Agreement

Last updated: March 21, 2025

This FX Analytics Product Agreement (the "Agreement") is entered into between FX Analytics Corporation ("FX Analytics," "we," "us," or "our") and you ("Customer," "you," or "your"). By accessing or using the Product Service (as defined below), you agree to be bound by this Agreement. If you do not agree to this Agreement, you may not use the Product Service.

This Agreement incorporates by reference the FX Analytics Terms of Service (available at www.fxanalytics.com/legal/terms-of-service), the FX Analytics Disclaimers (available at www.fxanalytics.com/legal/disclaimers) and Privacy Policy (available at www.fxanalytics.com/legal/privacy-policy). In the event of any conflict between this Agreement and the Terms of Service, this Agreement shall control with respect to the Product Service.

1. **Definitions.** For purposes of this Agreement, the following terms have the following meanings:
 - 1.1. **"Algorithm"**: The proprietary trading algorithm developed and owned by FX Analytics, you use this to execute trades on your Proprietary Trading Firm Account(s).
 - 1.2. **"Deposit"**: The funds you provide for FX Analytics to open and maintain your Proprietary Trading Firm Account.
 - 1.3. **"Net Profits"**: The profits generated from trades executed by our algorithms on your Proprietary Trading Firm Account, after deducting any applicable fees from your Proprietary Trading Firm.
 - 1.4. **"Product Service" or "Product"**: The web application provided by FX Analytics that allows you to track the performance of your Proprietary Trading Firm Account, perform deposits and withdrawals, and track transactions, as well as the use of the Algorithm/systems for trade execution.
 - 1.5. **"Proprietary Trading Firm Account"**: The account(s) opened by FX Analytics in your name with a proprietary trading firm, using your Deposit, for the purpose of executing trades via the Algorithm.
 - 1.6. **"Withdrawal"**: The process by which you request us to withdraw funds from your Proprietary Trading Firm Account, subject to the terms of this Agreement.

2. **Services Provided.** FX Analytics provides the following services under the Product Service:
 - 2.1. **FX Analytics Account Management:** A web application to track the performance of your Proprietary Trading Firm Account, manage settings, open accounts, request withdrawals, and view transaction history.
 - 2.2. **Trading Algorithm:** Use of FX Analytics' proprietary Algorithms to execute trades on your Proprietary Trading Firm Account on your behalf.
 - 2.3. **Supplemental Systems:** Foreign exchange market specialist that supplements your use of the algorithm.
 - 2.4. **Facilitation with Proprietary Trading Firms:** FX Analytics will facilitate the opening, maintenance, and closing of your Proprietary Trading Firm Accounts with a proprietary trading firm. FX Analytics acts solely as a technical facilitator and is not a party to any transactions executed on any of the Proprietary Trading Firm Accounts.
3. **Customer Obligations.** By using the Product Service, you agree to:
 - 3.1. Provide accurate, complete, and up-to-date information when registering and throughout your use of the Product Service.
 - 3.2. Agree to give custody, not ownership, of the proprietary trading firm accounts opened and/or maintained by FX Analytics services.
 - 3.3. Maintain the security and confidentiality of your account credentials and notify FX Analytics immediately if you suspect unauthorized access.
 - 3.4. Comply with all applicable laws, regulations, and the terms of this Agreement and the Terms of Service.
 - 3.5. Accept sole responsibility for all trading decisions and actions taken on your Proprietary Trading Firm Account, including any losses incurred.
4. **Fees and Payment Terms.**
 - 4.1. **Account Setup Fee.** You agree to pay a one-time, non-refundable account setup fee, as defined in our fee schedule document, upon opening your Proprietary Trading Firm Account. This fee is subject to change.
 - 4.2. **Profit Share.** After the proprietary trading firm charges their payout, upon each withdrawal request, FX Analytics will retain 50% of the Net Profits generated from trades executed by the Algorithm on your Proprietary Trading Firm Account. The remaining 50% of the Net Profits, along with your initial Deposit (subject to Section 6), will be available for withdrawal.

- 4.2.1. **Calculation of Net Profits:** Net Profits are calculated as total profits from trades minus any trading fees and losses.
- 4.2.2. **Deduction:** The 50% profit share will be automatically deducted from the Withdrawal amount.
- 4.2.3. **Other Fees.** FX Analytics may charge additional fees for optional services or features and or change any existing fee amounts, which will be disclosed to you in advance. You will have the opportunity to review and accept such fees before they are applied.

5. **Deposit and Withdrawal Process.**

5.1. **Deposit.**

- 5.1.1. You must provide a Deposit to FX Analytics to open a Proprietary Trading Firm Account in your name.
- 5.1.2. The Deposit amount will be specified during account setup and must be paid in full before the account is opened.
- 5.1.3. The Deposit remains your property, subject to this Agreement and the Guarantee in Section 6.

5.2. **Withdrawal.**

- 5.2.1. You may request a Withdrawal of funds from your Proprietary Trading Firm Account at any time via the FX Analytics web application.
- 5.2.2. FX Analytics will calculate the Net Profits (if any), deduct its 50% profit share, and process the remaining funds, including your initial Deposit (subject to Section 6), for Withdrawal. FX Analytics will take into consideration the company's profit share and will deduct the amount necessary to fulfill your desired withdrawal amount, as per Section 4.2.
- 5.2.3. Withdrawals are subject to the proprietary trading firm's policies and processing times.

6. **Guarantee. FX Analytics guarantees that you may withdraw an amount equivalent to your initial Deposit within 12 months from the date your Proprietary Trading Firm Account is opened, provided:**

- 6.1. **You have not breached this Agreement or the Terms of Service.**
- 6.2. **The Proprietary Trading Firm Account has not been closed due to violation of the proprietary trading firm's policies.**
- 6.3. **Market conditions or external factors beyond FX Analytics' control have not prevented trade execution.**

If, after 12 months, you have not withdrawn at least your initial Deposit or are able to at that time withdraw at least your initial Deposit, FX Analytics will refund the difference, subject to the above conditions.

7. Risk Disclosure. Foreign exchange trading involves significant risk and may not be suitable for all individuals. By using the Product Service, you acknowledge and agree that:

- 7.1. You are solely responsible for assessing the risks of forex trading and the Algorithm.
- 7.2. You are solely responsible for any trades executed on your Proprietary Trading Firm using our Product.
- 7.3. Past performance of our Product does not guarantee future results, and you may lose some or all of your Deposit.
- 7.4. FX Analytics does not provide financial, investment, legal, or tax advice. Consult a professional advisor for personalized guidance.
- 7.5. FX Analytics is not liable for losses resulting from your use of the Product in your Proprietary Trading Firm Accounts.

8. Intellectual Property.

- 8.1. **Ownership.** The Algorithm, Product Service, and all related software, data, and content are owned exclusively by FX Analytics and protected by intellectual property laws. You have no ownership rights in these assets.
- 8.2. **License.** FX Analytics grants you a limited, non-exclusive, non-transferable, revocable license to use the Product Service and Algorithm for personal, non-commercial purposes in connection with your Proprietary Trading Firm Account(s). You may not copy, modify, distribute, reverse-engineer, or exploit these assets.

9. Confidentiality. Both parties agree to protect the confidentiality of sensitive information exchanged under this Agreement, including account details, trading strategies, and personal data. You may not disclose confidential information about the Algorithm or Product Service to third parties.

10. Termination.

- 10.1. **Termination by Customer.** You may terminate this Agreement by closing your Proprietary Trading Firm Account and ceasing use of the Product Service. Remaining funds will be available for withdrawal, subject to Section 4.2.
- 10.2. **Termination by FX Analytics.** FX Analytics may terminate this Agreement and suspend or close your Proprietary Trading Firm Account if:

- 10.2.1. You breach this Agreement or the Terms of Service.
- 10.2.2. You engage in fraudulent or illegal activity.
- 10.2.3. The proprietary trading firm closes your account for performance/policy violations.
- 10.2.4. FX Analytics discontinues the Product Service.
- 10.2.5. Upon termination by FX Analytics, you may withdraw your initial Deposit, subject to any outstanding fees or obligations.

11. Limitation of Liability. To the fullest extent permitted by law, FX Analytics is not liable for indirect, incidental, special, consequential, or punitive damages arising from your use of the Product Service, including:

- 11.1. Trading losses or financial damages.
- 11.2. Technical failures, interruptions, or errors in the Product Service or Algorithm.
- 11.3. Unauthorized access or data breaches.

FX Analytics' total liability is limited to the amount detailed in the Terms of Service.

12. Dispute Resolution. Disputes arising under this Agreement shall be resolved per the dispute resolution provisions in the Terms of Service, including binding arbitration as outlined in Section 15 of the Terms of Service.

13. Customer Representations and Warranties. You represent and warrant that:

- 13.1. You are at least 18 years old and have the legal capacity to enter this Agreement.
- 13.2. You have the authority to comply with its terms.
- 13.3. You will adhere to all applicable laws and regulations while using the product service

14. Miscellaneous.

14.1. Amendments. FX Analytics may amend this Agreement at any time. Continued use of the Product Service after such notice constitutes acceptance of the amendments.

14.2. Entire Agreement. This Agreement, along with the Terms of Service and Privacy Policy, constitutes the entire understanding between you and FX Analytics regarding the Product Service, superseding all prior agreements or understandings.

- 14.3. Force Majeure.** Neither party is liable for delays or failures in performance due to events beyond their reasonable control, such as natural disasters, war, or governmental actions.
- 14.4. Acknowledgement.** By using the Product Service, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you have any questions concerning this agreement, you may contact us at compliance@fxanalytics.com.