

# General Terms and Conditions

PU Prime LTD

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## PU Xtrader GENERAL TERMS AND CONDITIONS

These PU Xtrader General Terms and Conditions (the "GTC") govern rights and obligations in connection with the use of services provided by PU Prime Ltd (the "Services"), offered mainly through [www.puxtrader.com](http://www.puxtrader.com) (the "Website"). The website is owned by Finzero Cap Ltd, a company incorporated in the Republic of Cyprus under registration number HE414308, with its registered office at 62 Athalassas, Mezzanine, Strovolos 2012, Nicosia, Cyprus. Finzero Cap Ltd serves as the authorized representative for PU Prime Ltd.

Please read these GTC carefully. You are under no obligation to use the Services if you do not agree or understand any portion of these Terms, nor should you use the Services unless you understand and agree to these Terms.

### 1. Introductory Provisions

- 1.1 These GTCs govern your ("you", "your", or the "Trader") rights and obligations in connection with the use of the Services provided by PU Prime Ltd ("we", "our", or the "Provider").
- 1.2 Upon completing the registration process on the Website, or prior to your initial use of the Services where registration is not required, you enter into a legally binding agreement with the Provider. This agreement expressly governs the provision of the Services you have selected. The General Terms and Conditions (GTCs) are an essential component of this agreement, and by advancing with this contract, you explicitly affirm your acceptance of these GTCs.
- 1.3 The Services are solely designed for individuals who are 18 years of age or older and reside in countries where the Services are available. By completing the registration process on the Website, you confirm that you meet the legal age requirement (18 years or older). Individuals under the age of 18 are not permitted to use the Services. It is your responsibility to ensure that you access the Services exclusively from countries where they are legally available. You acknowledge that some countries may impose legal restrictions or prohibitions on your access and use of the Services. Consequently, you agree to access and use the Services strictly in accordance with applicable laws.
- 1.4 The Provider shall not offer Services to the Trader under the following circumstances:
  - (i) if the Trader holds nationality or residency in Restricted Jurisdictions;

- (ii) if the Trader is established, incorporated, or has a registered office in Restricted Jurisdictions;
- (iii) if the Trader is subject to applicable international sanctions;
- (iv) if the Trader has a criminal record pertaining to financial crime or terrorism.

"Restricted Jurisdictions" are defined as countries designated as such by the Provider and listed on the Website. The Provider reserves the right to refuse, restrict, or terminate the provision of Services to any Trader in accordance with the terms outlined in Clause 1.4. Furthermore, such Traders are expressly prohibited from using the Services, including access to the Trader's Portal and/or Trading Platform.

- 1.5 The Services provided include tools for simulated trading on various financial instruments, along with the provision of analytical tools, training and educational materials, and access to the PU Xtrader Portal, among other ancillary services. These services may be delivered directly through the PU Xtrader Portal or via applications offered by the Provider or third-party entities. The simulated trading conducted via the Services uses financial market data, but it is important to understand that any trading activities occur not on the real market but within a simulated trading environment that mimics real-time market conditions.

Furthermore, it is crucial to acknowledge that the funds allocated for use within the Services are entirely virtual and intended solely for use within the simulated environment. These virtual funds are not withdrawable, non-exchangeable, and cannot be used for real-market trading activities. Unless specifically agreed otherwise, you have no right to any payment of these funds, nor can you claim any profits derived from simulated trading activities. Likewise, you are not required to assume any losses incurred during simulated trading.

- 1.6 None of the services provided by the Provider should be interpreted as investment services in accordance with applicable laws. The Provider does not offer any advice, instructions, or information concerning the methods of conducting transactions when using the services, nor does it provide any related information concerning the investment tools traded. Moreover, the Provider does not solicit or accept any such advice, instructions, or information from you. The services offered do not constitute, nor are they intended to provide investment advice or recommendations. Employees, staff, or representatives of the Provider are not authorised to offer investment advice or recommendations. Should any information or statements made by any employee, staff, or representative of the Provider be construed as investment advice or

recommendations, the Provider expressly rejects such interpretation and denies any associated liability.

- 1.7 Your personal data is processed in accordance with the Privacy Policy.
- 1.8 The meaning of the definitions, expressions, and abbreviations used in these GTCs can be found in clause 17.

## **2. Services And Their Ordering Process**

- 2.1 You may request the Services by using the Website and filling out the appropriate registration or order form. Upon completion of the registration process, we will send you an email with the login credentials for accessing the PU Xtrader Portal and/or Trading Platform, thereby granting you access to these services.
- 2.2 The Services encompass various offerings, including the PU Xtrader Challenge. The range of products provided may differ in the scope of Services available, such as the access to analytical tools or specific platforms for the Trader.
- 2.3 All information provided by you via the registration form, order form, the PU Xtrader Portal, or any other mode of communication must be comprehensive, accurate, and up-to-date. You are required to promptly notify us of any changes to your information or to update the details within your PU Xtrader Portal. Additionally, you must ensure that all such information aligns with the data in any identification documents we may subsequently request from you, for purposes including, but not limited to, participation in the PU Trader program. The responsibility for maintaining the accuracy and current status of this data rests with you, the Trader, and the Provider is not obliged to verify such data.
- 2.4 The fee for the PU Xtrader Challenge may vary depending on the funding option selected and is influenced by factors such as the initial capital amount, acceptable risk level, and the fulfilment of specific criteria required for the PU Xtrader Challenge and subsequent Evaluation phase, as well as any additional configurations. Comprehensive details about each option and its respective fees are available on our website at [www.puxtrader.com](http://www.puxtrader.com). The final fee will be determined by the option chosen at the time of completing the order form for the PU Xtrader Challenge. Furthermore, the Provider reserves the right to offer the Services under conditions individually agreed upon. These conditions will be established at the sole discretion of the Provider. Unless explicitly stated otherwise by the Provider, any promotions, including individual discounts and

other benefits, may not be combined.

- 2.5 The fee is charged for granting access to the PU Xtrader Challenge, or the Services associated with it. The Trader is not entitled to a refund of the fee in circumstances including cancellation through the Trader's Portal or by email request, early termination of the Services by the Trader (for example, non-completion of the PU Xtrader Challenge or the Evaluation phase), failure to meet the conditions of the PU Xtrader Challenge or the Evaluation phase, or breach of the terms and conditions specified herein.
- 2.6 Should the Trader lodge an unfounded complaint or initiate a dispute with their bank or payment service provider concerning the fee paid (for example, through chargeback services, dispute services, or similar means) in an attempt to secure an annulment, cancellation, or refund of the fee or any part thereof, the Provider reserves the right, at its sole discretion, to terminate the provision of services to the Trader and refuse any future services.
- 2.7 The PU Xtrader Challenge option selected during the order process will also apply to the subsequent Evaluation phase. You will commence the subsequent Evaluation, and any related products, with the parameters and currency corresponding to your chosen PU Xtrader Challenge option. Once selected, this option cannot be changed. However, if you are ordering a new PU Xtrader Challenge, the restrictions outlined in clause 2.8 will not apply.
- 2.8 The Provider reserves the right to modify the fees and parameters of the Services at its discretion and at any time, without requiring mutual agreement, including the parameters for successful completion. Such changes will not affect the Services that have already been purchased prior to the notification of the modification. We recommend Traders check out the most updated information on our website regularly.
- 2.9 The information provided in the order form can be reviewed, corrected, and modified until the order of the Services is finalised. The order of the Services of your choice is completed by submitting the order form. The Provider will promptly acknowledge receipt of your order via email. For the PU Xtrader Challenge, the order is considered complete upon payment of the fee for the selected option (refer to clause 3.4), at which point the contract between you and the Provider is executed. This contract covers the provision of the PU Xtrader Challenge and, if the conditions of the PU Xtrader Challenge and Evaluation phases are met, any subsequent services. The contract is concluded in English.

We retain an electronic copy of the contract, and a copy of the contract will be sent to the Trader.

- 2.10 You acknowledge that it is your responsibility to acquire the necessary technical equipment and software, including any required third-party software (e.g., software for utilising the Trading Platform), at your own risk and expense in order to utilise our Services. The Website is accessible through most web browsers. The risks and costs associated with internet access, equipment purchase, web browser acquisition, and updates lie with you. The Provider does not offer any warranty or assurance regarding the compatibility of the Services with specific equipment or software. Additionally, the Provider does not impose any additional fees for internet connection.
- 2.11 You acknowledge that any trading platforms offered by the Provider or otherwise are subject to a different set of terms and conditions and privacy policies. Before submitting an order form, you are required to read those terms and conditions and privacy policies. In the event of any conflict or discrepancies between the terms and conditions of such trading platforms and these GTCs, the Provider reserves the right to determine, at its sole discretion, which terms shall prevail.
- 2.12 If the Trader places an unusually large number of orders for the Services within an unreasonably short period of time, the Provider may suspend the provision of the Services and notify the Trader via email as a precautionary measure to mitigate potentially harmful behaviour by the Trader. If the Trader continues to exhibit persistent unreasonable behaviour despite prior notice, we reserve the right to decline any forthcoming orders of the Services. Should we determine that the unusual conduct mentioned in this paragraph is associated with the Trader's involvement in Prohibited Trading Practices, we may take appropriate actions as specified in Section 5 of this GTC. The Provider reserves the right to assess the nature of the aforementioned behaviour and establish reasonable limits for such assessments at its sole discretion.

### **3. Payment Terms**

- 3.1 The fees for the PU Xtrader Challenge options are determined by the account currency selected during registration. The chosen account currency will dictate the currency in which the fee is to be paid, as well as the amount of the fees, which will be set based on a predetermined exchange rate decided at the discretion of PU Prime Ltd. The fees payable will be displayed on the registration page within the PU Xtrader Portal.

- 3.2 Service charges are inclusive of all taxes. If the Trader is an entrepreneur (professional trader), they are obliged to fulfil all tax obligations related to the use of our Services in accordance with applicable law, and, if required, to pay taxes or other fees properly.
- 3.3 You can pay the fee for the selected PU Xtrader Challenge option by payment card, via e-payment, or using other payment methods currently offered by the Provider on the PU Xtrader Portal.
- 3.4 If payment is made using a payment card or any other express payment method, it shall be processed immediately. The Trader is responsible for covering all fees imposed by the selected payment service provider (as per the current price list of the payment service provider) in connection with the transaction. Furthermore, the Trader is obligated to ensure that the full fee for the selected PU Xtrader Challenge is duly paid.
- 3.5 Traders acknowledge that they are not entitled to refunds for excess payments made to PU Prime Ltd. It is the responsibility of each Trader to ensure the correctness of the payment amount at the time of transaction.
- 3.6 All fees payable under Section 3 are non-refundable.

#### **4. Client Portal And Trading Platform**

- 4.1 Each Trader is permitted to have only one set of login credentials to the PU Xtrader Portal, and all of the Trader's Services must be managed within this single PU Xtrader Portal login.
- 4.2 The total number of PU Xtrader Challenges and Evaluation accounts per PU Xtrader Portal may be limited based on the total initial capital amounts of the products ordered by the Trader or other parameters. Unless an exception is granted by the Provider, the initial capital amounts cannot be transferred between individual accounts or combined. Furthermore, you may not transfer or combine your performance, service parameters, data, or any other information between accounts.
- 4.3 Access to the PU Xtrader Portal and Trading Platform is protected by login credentials, which the Trader must not share with any third party. The Trader is responsible for all activities conducted through their PU Xtrader Portal or Trading Platform. The Provider bears no responsibility, and the Trader is not entitled to

any compensation, for any misuse of the PU Xtrader Portal, Trading Platform, or any part of the Services, nor is the Provider responsible for any negative consequences for the Trader if such misuse occurs due to any actions by the Trader.

- 4.4 The Trader acknowledges that the Services may not be available at all times, particularly due to maintenance, upgrades, or other reasons. The Provider holds no responsibility, and the Trader is not entitled to any compensation, for the unavailability of the PU Xtrader Portal or Trading Platform, nor for any damage or loss of data or other content that the Trader uploads, transfers, or saves through the PU Xtrader Portal or Trading Platform.
- 4.5 The Trader may request the cancellation of the PU Xtrader Portal at any time by sending an email to [info@puxtrader.com](mailto:info@puxtrader.com). Sending a cancellation request is considered a request for termination of the contract by the Trader, rendering the Trader no longer entitled to use the Services, including the Trader Portal and Trading Platform. The Provider will promptly confirm receipt of the request via email, thereby terminating the contractual relationship between the Trader and the Provider. In such cases, the Trader is not entitled to any refund of fees already paid or costs otherwise incurred.
- 4.6 After completing a PU Xtrader Challenge, whether successful or not, the associated session will be set to read-only. Trader data from these sessions, including account transaction records, will be securely stored for 60 days (PU Xtrader Challenge and Evaluation Phase) or 90 days (Elite Trader Phase). Following this retention period, the data will be transferred for archiving purposes. Each attempt to open an account and participate in the challenge constitutes one session. It's crucial to note that once the session ends, the session will be set as read-only. The data associated with it remains accessible in the PU Xtrader Portal for the specified duration of 60 or 90 days for any necessary reviews or audits, after which it will be archived according to data protection standards to ensure both security and compliance with regulatory requirements.

## **5. Rules Of Simulated Trading**

- 5.1 While engaged in simulated trading on the Trading Platform, you are generally permitted to execute any transactions, except where such transactions constitute Prohibited trading strategies or practices as defined in clause 5.4. You also agree to adhere to standard market rules and practices for trading on financial markets (e.g., risk management rules). Additional restrictions may be



imposed by the trading conditions of the Trading Platform you have selected.

- 5.2 You acknowledge that the Provider has access to information regarding the simulated trades you execute on the Trading Platform. You consent to the Provider sharing this information with individuals or entities affiliated with the Provider. You further grant the Provider and these affiliated parties the consent and authorisation to handle this information as they see fit. These activities may be carried out automatically without requiring any additional consent, consultation, or approval from you. Moreover, you acknowledge that you are not entitled to any compensation or revenue from the Provider's use of this data. The Provider recognises that your simulated trading does not involve providing investment advice or recommendations to the Provider. You have the option to suspend your simulated trading on the Trading Platform at any time.
- 5.3 The Provider bears no responsibility for the information displayed on the Trading Platform, nor for any interruption, delay, or inaccuracy in the market information displayed through your Trader Portal or Trading Platform.
- 5.4 Prohibited Trading Practices
- 5.4.1 It is prohibited to: (a) knowingly or unknowingly use trading strategies that exploit errors in the Trading Platform system, (b) conduct trades with the intention of influencing the outcome of the PU Xtrader Challenge and Evaluation, (c) use any automated trading systems or bots, and (d) engage in any other practices that may be deemed to create an unfair advantage or disadvantage for other participants.
- 5.4.2 As our Trader, it is essential that you understand and agree that all our Services, including the Elite Trader Phase, are strictly intended for your personal use. This means that only you, as an individual, are permitted to access your PU Xtrader Challenge, Evaluation, and Elite Trader Phase accounts and engage in trading activities. Consequently, you must refrain from and explicitly agree not to: (a) grant access to your PU Xtrader Challenge, Evaluation, and Elite Trader Phase accounts or allow any third party to conduct trades on your behalf, irrespective of whether such a third party is an individual or a professional entity; and (b) access any third-party PU Xtrader Challenge, Evaluation, and Elite Trader Phase accounts, execute trades on behalf of others, or offer any account management or similar services that involve trading, operating, or managing the PU Xtrader Challenge, Evaluation, and Elite Trader Phase accounts on behalf of another user, regardless of whether such actions are performed professionally or otherwise. It

is crucial to note that any contravention of the aforementioned stipulations will be deemed a Prohibited Trading Practice, as described in Section 5.4 of these GTCs, and will be subject to the respective consequences outlined therein.

(c) Ensuring that the device used for trading is solely for your personal use, with no history of third-party access. This requirement applies to all prior use of the device and is not limited to the PU Trader period. Maintaining exclusive access to your device is essential to prevent any risk of unauthorised manipulation.

- 5.4.3 Furthermore, the Trader shall not exploit the Services by executing trades without adhering to market standard risk management rules for trading on financial markets. This includes but is not limited to, the following practices: (i) opening substantially larger position sizes compared to the Trader's other trades, whether on this or any other of the Trader's accounts; or (ii) opening a substantially smaller or larger number of positions compared to the Trader's other trades, whether on this or any other of the Trader's accounts. The Provider reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations constitute Prohibited Trading Practices.
- 5.4.4 Excessive risk-taking is strictly prohibited. This includes practices such as gambling, high-frequency trading (HFT), toxic trading flows, one-sided betting, and 'all-or-nothing' trades
- 5.4.5 Traders must maintain consistency in their trading approach. You are not permitted to use one strategy to pass the assessment phase and then switch to a different strategy in the Elite account. Ensuring consistency in strategy helps maintain fairness and integrity within the trading environment.
- 5.5 If the Trader engages in any of the Prohibited Trading Practices outlined in clause 5.4, (i) the Provider may consider it a failure to meet the conditions of the particular PU Xtrader Challenge or Evaluation; (ii) the Provider may remove the transactions that violate the prohibition from the Trader's trading history and/or exclude their results from the profits and/or losses achieved by the simulated trading; (iii) immediately cancel all Services provided to the Trader and subsequently terminate this Agreement; or (iv) lower the offered leverage at its own discretion on products on any or all of the Trader's accounts.
- 5.6 If any Prohibited Trading Practices are detected on one or more PU Xtrader Challenge accounts belonging to a single Trader, or on accounts belonging to multiple Traders, or through combined trading across PU Xtrader Challenge accounts with PU Trader accounts, the Provider reserves the right to void all

Services and terminate all relevant contracts associated with any and all of the Trader's PU Xtrader Challenge accounts. Additionally, the Provider may implement other measures as outlined in Clause 5.5. The Provider has full discretion to execute any and all actions specified in Clauses 5.5 and 5.6.

- 5.7 If any PU Trader accounts are used for or involved in Prohibited Trading Practices, this constitutes a breach of the respective terms and conditions for a PU Trader account and may result in the cancellation of all such user accounts and termination of the respective agreements.
- 5.8 In the event that the Trader repeatedly engages in any of the practices outlined in clause 5.4, and the Provider has previously notified the Trader about such behaviour, the Provider may restrict the Trader's access to all Services or specific parts thereof, including access to the PU Xtrader Portal and Trading Platform, without any form of compensation.
- 5.9 The Provider bears no responsibility for any trading or investment activities conducted by the Trader independently, beyond the scope of their association with the Provider. This includes situations where the Trader utilises data or other information from the PU Xtrader Portal, Trading Platform, or any other information connected to the Services for real trading on financial markets, even if the same Trading Platform employed for simulated trading is used.
- 5.10 Developments in financial markets are subject to frequent and abrupt changes. Trading on financial markets may not be profitable and can lead to significant financial losses. Any previous performances and profits of the Trader's simulated trading are not a guarantee or indication of future performance.

## **6. PU Xtrader Challenge And Evaluation**

- 6.1 After paying the fee for the selected option of the PU Xtrader Challenge, the Trader will receive the relevant login data for the Trading Platform via the email address provided by the Trader or in the PU Xtrader Portal. The PU Xtrader Challenge is activated upon receipt of the email containing the login information. You acknowledge that upon successful payment for the services, you expressly request the provider to complete the services.
- 6.2 To meet the conditions of the PU Xtrader Challenge, the Trader must simultaneously fulfil all of the following parameters by the end of the PU Xtrader Challenge:

6.2.1 During the PU Xtrader Challenge phase, the Trader is required to open at least one simulated trade on each of at least four different calendar days. To qualify as valid entries, these trades must be closed. For example, if you open two trades on Monday, close one on Tuesday, and the other on Wednesday, this action counts as fulfilling one day of the requirement. Similarly, if you open one trade on Monday and another on Tuesday, then close both on Wednesday, this will be considered as fulfilling two days of the requirement.

6.2.2 The Trader must not incur a loss on any simulated trades, opened and closed on any single day, that exceeds the percentages of the initial capital for the respective option:

PU Xtrader Challenge Basic: a loss exceeding 5% of the initial capital

PU Xtrader Challenge Plus: a loss exceeding 10% of the initial capital

6.2.3 The Trader must not incur a total loss on the sum of opened and closed simulated trades that exceeds the percentages of the initial capital for each respective option:

PU Xtrader Challenge Basic: total loss exceeding 10% of the initial capital

PU Xtrader Challenge Plus: total loss exceeding 20% of the initial capital

6.2.4 The Trader must report a profit on a simulated account where all trades are closed, with total profits amounting to at least the specified percentages of the initial capital for the respective option:

PU Xtrader Challenge Basic: total 10% of the initial capital

PU Xtrader Challenge Plus: total 20% of the initial capital

6.2.5 The Trader must achieve profitability on at least four days, meeting the following daily profit target:

PU Xtrader Challenge Basic: 0.5% of the initial capital

PU Xtrader Challenge Plus: 1% of the initial capital

6.2.6 To maintain acceptable risk control and avoid excessive volatility, Traders must demonstrate consistent trading practices throughout the Challenge phase:

- Traders are required to maintain uniformity in both holding times and position

sizes. For example, opening a single position of 15 lots on one day, followed by four positions of 0.01 lot on different days, will result in failing the PU Xtrader Challenge.

- Daily profits must not exceed 40% of the overall target profit. If this limit is breached, the account will be considered unsuccessful. However, the system allows a one-time reset to the initial state of the stage.

The above parameters are explained in more details here on the Website.

- 6.3 If the Trader fulfils the conditions of the PU Xtrader Challenge as detailed in clause 6.2 and concurrently complies with all provisions within these GTC, particularly the regulations concerning simulated trading as outlined in clause 5.4, the Provider will deem the PU Xtrader Challenge successful after verifying the trading activity. Subsequently, the Provider will grant the Trader complimentary access to the Evaluation process by providing login details through the Trader's email. The Provider is not obligated to verify the PU Xtrader Challenge if the Trader has not closed all trades.
- 6.4 The PU Xtrader Evaluation account is activated upon receipt of the email containing the login information for the account.
- 6.5 In order for the Trader to meet the conditions of the PU Xtrader Evaluation phase, the Trader must simultaneously fulfil all of the following parameters by the end of the Evaluation phase:
- 6.5.1 During the Evaluation phase, the Trader must open at least one simulated trade on at least four different calendar days;
- 6.5.2 The Trader must not incur a loss on any simulated trades opened and closed on any single day, that exceeds the percentage of the initial capital for the respective option:
- PU Xtrader Evaluation Basic: a loss exceeding 5% of the initial capital  
PU Xtrader Evaluation Plus: a loss exceeding 10% of the initial capital
- 6.5.3 The Trader must not incur a total loss on the sum of opened and closed simulated trades, that exceeds in total the specified percentage of the initial capital for the respective option:

PU Xtrader Evaluation Basic: total loss exceeding 10% of the initial capital

PU Xtrader Evaluation Plus: total loss exceeding 20% of the initial capital

6.5.4 At the end of the Evaluation phase, the Trader must report a profit on a simulated account where all trades are closed, with total profits amounting to at least the percentage of the initial capital for the respective option:

PU Xtrader Evaluation Basic: total 5% of the initial capital

PU Xtrader Evaluation Plus: total 10% of the initial capital

6.5.5 The Trader must achieve profitability on at least four days, meeting the following daily profit target:

PU Xtrader Evaluation Basic: 0.5% of the initial capital

PU Xtrader Evaluation Plus: 1% of the initial capital

6.5.6 To maintain acceptable risk control and avoid excessive volatility, Traders must demonstrate consistent trading practices throughout the Evaluation phase:

- Traders are required to maintain uniformity in both holding times and position sizes. For example, opening a single position of 15 lots on one day, followed by four positions of 0.01 lot on different days, will result in failing the Evaluation.
- Daily profits must not exceed 40% of the overall target profit. If this limit is breached, the account will be considered unsuccessful. However, the system allows a one-time reset to the initial state of the stage.

The above parameters are explained in more details here on the Website.

6.6 For the Trader to meet the conditions of the Evaluation phase, the Trader must comply with the following:

6.6.1 The Trader has met the requirements of the Evaluation phase as outlined in clause 6.5.

6.6.2 The Trader has not violated these GTCs, particularly the rules of simulated trading under clause 5.4; and

6.6.3 The Trader has not exceeded the maximum total capital allocation of 3,000,000 currency units held collectively, individually, or in combination, per Trader or per

each trading strategy, as specified in the applicable PU Xtrader agreement if the Trader is already participating in the PU Xtrader program. If the above conditions are met, the Provider will evaluate the Evaluation phase as successful and will recommend the Trader as a candidate for the PU Xtrader program following successful verification of trading activity. The Provider is not obligated to verify the PU Xtrader Challenge if the Trader has not closed all trades. While the Trader may hold more in Challenge Accounts, only up to \$400,000 can transition into PU Trader Accounts.

- 6.7 If the Trader fails to adhere to the conditions mentioned in clause 6.2 during the PU Xtrader Challenge, the PU Xtrader Challenge will be deemed unsuccessful, and the Trader will not be granted access to the subsequent Evaluation phase. Similarly, if the Trader fails to comply with any conditions specified in clause 6.5 during the Evaluation phase, the Evaluation phase will be considered unsuccessful, and the Trader will not be eligible for recommendation as a candidate for the PU Xtrader program. In such circumstances, the Trader's account and access to Services will be terminated without any refund.
- 6.8 The Provider's recommendation of the Trader as a candidate for the PU Xtrader program does not guarantee the Trader's acceptance into the program. The Provider is not responsible for the Trader's rejection by the PU Xtrader program, for any reason or without reason.

## **7. PU Trader Program**

If the Trader is successful in both the PU Xtrader Challenge and the Evaluation phase, the Provider may, at its sole discretion, offer the Trader the opportunity to participate in the PU Trader program.

- 7.1 The Trader has the right to perform simulated trades on the financial markets through a special Trader demo account ("PU Trader Account") on the broker's platform, which shall be made accessible to them subject to the conditions outlined below. When trading with a PU Trader Account, the Trader is entitled to remuneration, which PU Prime Ltd shall pay based on their trading results. For clarity, a "PU Trader Account" is an account for demo trading with simulated capital and trading conditions, including pricing. PU Prime Ltd endeavours to ensure that the simulated conditions closely mimic actual market conditions.
- 7.2 The Trader acknowledges that the PU Trader Account is a demo version and does not permit real-world trades using Forex Trading on financial markets. It is entirely at the discretion of PU Prime Ltd which of the Trader's trading activities

will be replicated on the real financial market and which will not. The Trader agrees that such activities may be performed automatically, without any further consent, consultation, or approval from the Trader being necessary, without entitlement to any reward or yield associated with the use of such data by PU Prime Ltd or entities that are members of the same group or otherwise related, and without the Trader's entitlement to information about any specific handling of this information.

- 7.3 When trading with the Basic or Plus version of a PU Trader account, the Trader is subject to the following prudent trading policies:
- 7.3.1 The maximum daily aggregated loss (Max Daily Loss) on the Trader's Account, which consists of the account's current result of open positions and the result of positions closed on the given day, must not at any time during one working day exceed the maximum value defined for the Trader's account type (Basic or Plus).
  - 7.3.2 The value of the initial capital must not fall below the maximum total loss value (Max Total Loss) defined for the Trader's account type (Basic or Plus) for open and closed positions, including commissions and swaps.
  - 7.3.3 The Max Daily Loss and Max Total Loss, as well as any other limitations and trading requirements specific to each account type, can be found on the PU Xtrader website ([www.puxtrader.com](http://www.puxtrader.com)) and are subject to change at PU Prime Ltd's discretion.
  - 7.3.4 Trading positions may be opened on the Trader's Account at any time, including outside the business hours of the traded instrument.
  - 7.3.5 The Trader shall not engage in trading any products from two minutes before the announcement of the subject macroeconomic release until two minutes after the announcement. Executing a trade includes opening or closing a pending order (such as stop loss or take profit) or executing a market order. However, trades opened more than two minutes before the restricted news event can be held during the event. Please note, if your stop loss or take profit is triggered within the restricted time window (two minutes before or after the news release), it may be considered a violation of the PU Xtrader Account Agreement.
  - 7.3.6 In the event of a breach of any of the rules referred to in this clause, all positions on the broker's platform shall be closed immediately, and the Trader's account will be blocked. In such an event, PU Prime Ltd has the right to terminate this



Agreement and deduct or remove any or all profits resulting from the breach of rules.

- 7.3.7 Traders with high-risk exposure, demonstrated through risky trading patterns and consistent, significant losses, may have their leverage reduced at the discretion of the PU Xtrader risk team. After an initial reduction, a period of 60 days of demonstrated improved risk management is required before leverage restoration can be considered.

If a Trader's risk exposure remains high following leverage reduction, the account may face further action, including potential suspension.

- 7.3.8 To maintain acceptable risk control and limit excessive volatility, Traders are restricted to a maximum daily profit of 20% of their initial capital.

If this limit is exceeded, the Trader will still receive the profit split for that period; however, the account will be closed. In such cases, the Trader will receive a voucher to retake the assessment, with a one-time reset opportunity per unique user.

- 7.4 The Trader is entitled to remuneration (the "payout") for trading, which is calculated based on the performance achieved on the Trader's Account. The payout is determined as 80% of the positive difference between the value of the Trader's ordered account size ("Initial Balance") and the account balance.

- 7.5 Payouts occur in bi-weekly cycles as stated on the PU Xtrader Portal.

- 7.6 The first payout of any session can only be requested 7 calendar days after the creation of the PU Trader account.

- 7.7 Traders in the PU Trader program are eligible for a refund of their initial Challenge fees. Refunds will be credited with the Trader's first successful payout and will consider any discounts or promotions (including 100% discounts) applied at the initial payment of fees. To comply with Anti Money-Laundering (AML) practices, initial fees paid via credit card must be returned via the same credit card. In such cases, the Trader will need to choose a different channel to receive their payout.

- 7.8 The Trader acknowledges that requesting a payout from the PU Xtrader Portal will set their PU Trader account to read-only (trading is locked) until the payout is

processed. The Trader can only request a payout after all positions on their PU Trader Account are closed.

- 7.9 Should the Trader not request a payout during the current cycle, their profits will roll over to the next cycle, where they can trade with simulated capital equal to their Initial Balance plus the profits of the current cycle.
- 7.10 All payouts are calculated with respect to a Trader's Initial Balance. If a Trader's current balance is lower than their Initial Balance, they must generate profits from trades until their current balance exceeds their Initial Balance to qualify for a payout.
- 7.11 Payouts shall be made to the Trader via the PU Xtrader Portal. The Trader is required to access their dashboard and select the "Payout" option on an active PU Trader account. Payout methods include credit card, cryptocurrencies, or e-wallet, with the full list available on the PU Xtrader Portal.
- 7.12 PU Prime Ltd will process payouts upon receipt of a payout instruction or request made via the PU Xtrader Portal. Not all payouts will be immediately reflected in your account. Trader accounts must be fully verified by PU Prime Ltd, and all necessary Identity Verification documents must be received and approved by PU Prime Ltd to request a payout. No request will be processed without full identity verification.
- 7.13 PU Prime reserves the right to request additional information and/or documentation to verify the legitimacy of a payout request. PU Prime may reject or reverse any request for non-compliance under such circumstances. PU Prime is not liable for any delay during the course of requesting additional information or documentation due to legal and/or regulatory obligations.
- 7.14 Payouts are generally processed within 24 hours. Depending on the chosen method, it can take between 1-7 business days for you to receive your funds. The Provider cannot be held liable for any processing delays caused by payment systems.
- 7.15 While executing this Agreement, the Trader must adhere to relevant legal regulations and procure and maintain the validity of all permits, licences, consents, approvals, or other authorisations issued by competent authorities applicable to the Trader's activities under this Agreement. The Trader is also required to fulfil all notification, tax, fee, or other responsibilities associated with

the execution of this Agreement, particularly concerning payouts. The Trader is authorised to access and utilise the Services strictly in accordance with applicable legal regulations and is explicitly prohibited from bypassing any technical measures that might restrict the availability of the Services in specific countries. PU Prime shall not be held responsible for any failure on the part of the Trader to meet their obligations.

## **8. Virtual Private Networks (VPN) and Virtual Private Servers (VPS) Usage**

- 8.1 Traders are required to use paid, private VPN services when accessing the platform. Free VPN services, which often involve shared IP addresses, are strictly prohibited as they may lead to violations of our Terms and Conditions.
- 8.2 Traders must use a consistent IP address within the same country each time they connect via VPN. Frequent changes in servers or countries may trigger security alerts, leading to possible account limitations or restrictions.
- 8.3 VPNs with IP addresses originating from restricted countries are prohibited.
- 8.4 Traders using a VPS must ensure it has a dedicated IP address to guarantee that trading activities are distinct from those of other users. Shared IP addresses or connections are strictly prohibited.
- 8.5 Sharing VPS connections with third parties is strictly prohibited and will be considered a violation of the platform's integrity. This may lead to account restrictions or termination.
- 8.6 VPS services with IP addresses from restricted countries are prohibited.
- 8.7 Traders must adhere to these Terms when using VPN or VPS services on the platform. Failure to comply may result in the immediate termination of services and forfeiture of the account without prior notice and without any entitlement to refunds or compensation.
- 8.8 PU Xtrader will not be liable for any disruptions or issues arising from the improper use of VPN or VPS services.
- 8.9 PU Xtrader reserves the right to modify these Terms at any time. Changes will be effective immediately upon posting to the website, and continued use of VPN or VPS services constitutes acceptance of the revised Terms.

**9. Use Of The Website, Services And Other Content**

- 9.1 The Website and all Services, including the Trader Portal, their appearance, and all applications, data, information, and multimedia elements such as texts, drawings, graphics, designs, icons, images, audio and video samples, and any other content that comprises the Website and the Services (collectively referred to as the "Content"), are subject to legal protection under copyright laws and other legal regulations and are the property of the Provider or the Provider's licensors. The Provider grants you limited, non-exclusive, non-transferable, non-assignable, and revocable permission to use the Content for the purpose of using the Services for your personal use and in accordance with the purpose for which the Services are provided. The Content is not sold or otherwise transferred to you and remains the property of the Provider or the Provider's licensors.
- 9.2 All trademarks, logos, trade names, and other designations are the property of the Provider, the Provider's licensors, or authorised partners, and the Provider does not grant you any authorisation to use them.
- 9.3 Both the Trader and the Provider commit to conducting themselves in accordance with principles of fair dealing during the execution of the contract and in all mutual negotiations. This includes refraining from any actions that may harm the other party's good reputation or legitimate interests. In the event of any potential disagreements or disputes between the Trader and the Provider, they agree to resolve such matters in accordance with these GTCs and the applicable law.
- 9.4 Apart from the rights explicitly stated in these General Terms and Conditions (GTCs), the Provider does not confer any additional rights to you concerning the Services and other Content. Your usage of the Services and other Content is strictly limited to the provisions outlined in these GTCs.
- 9.5 When accessing the Services and other Content, the following actions are prohibited:
- 9.5.1 Using any tools that may adversely affect the operation of the Website and Services or that are intended to exploit errors, bugs, or other deficiencies of the Website and Services;
- 9.5.2 Circumventing geographical restrictions of availability or any other technical restrictions;

- 9.5.3 Making copies or back-ups of the Website and other Content;
  - 9.5.4 Reverse-engineering, decompiling, disassembling, or otherwise modifying the Website and other Content;
  - 9.5.5 Selling, renting, lending, licensing, distributing, reproducing, disseminating, streaming, broadcasting, or using the Services or other Content in any manner not permitted;
  - 9.5.6 Using automated means to view, display, or collect information available through the Website or Services; and
  - 9.5.7 Using any other tools or means that could cause damage to the Provider.
- 9.6 The provisions of clause 9 are not intended to deprive the Trader of their consumer rights, which cannot be excluded by law.

## **10. Disclaimer**

- 10.1 You acknowledge that the Services and other content are provided "as is," with all their errors, defects, and shortcomings, and that your use of them is solely at your own responsibility and risk. To the fullest extent permissible under mandatory laws, the Provider disclaims any statutory, contractual, express, and implied warranties of any kind, including but not limited to any warranty of quality, merchantability, fitness for a particular purpose, or non-infringement of any rights.
- 10.2 You acknowledge and understand that the Services provided through this platform are solely executed within a simulated trading environment, using virtual funds for simulated trading activities. This means that all transactions and trading activities conducted on this platform are simulated and do not involve real capital. You are operating in a risk-free, practice mode that does not involve actual financial investments or gains. Upon successful completion of the PU Xtrader Challenge and Evaluation phase as detailed in Section 6 of the GTCs, you may become eligible for participation in the PU Trader Program. This eligibility signifies that you have met the criteria set forth in the challenge and have demonstrated the necessary skills, knowledge, and discipline in a simulated trading environment.
- 10.3 To the extent permitted by the mandatory provisions of the applicable laws, the Provider shall not be held responsible for any harm, including any indirect,

incidental, special, punitive, or consequential damages, such as lost profits, loss of data, personal or other non-monetary harm, or property damage resulting from the use of the services or reliance on any tool, functionality, information, or any other content available in connection with the use of the services or elsewhere on the Website. The Provider is also not responsible for any products, services, applications, or other third-party content that the Trader uses in connection with the services. In the event that the Provider's liability is determined in connection with the operation of the Website or provision of the services by a court of justice or any other competent authority, such liability shall be limited to the amount corresponding to the fee paid by the Trader for the services in connection with which the Trader has incurred the loss.

- 10.4 The Provider reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.
- 10.5 The Provider shall not be held responsible for its inability to provide the purchased Services if such failure is due to serious technical or operational reasons beyond the Provider's control, including but not limited to, any crisis or imminent crisis, natural disaster, war, insurrection, pandemic, a threat to a large number of people, or other force majeure events. Additionally, the Provider shall not be liable if it is prevented from providing the Services as a result of any obligations imposed by law or a decision of a public authority.
- 10.6 The provisions of Clause 10 are not intended to deprive the Trader of their consumer or other rights that cannot be excluded by law.

## **11. Violation Of The GTC**

- 11.1 If the Trader violates any provision of these GTC in a manner that may cause harm to the Provider, particularly if the Trader accesses the Services in conflict with clause 1.3 or 1.4, provides incomplete, untrue, or outdated information in conflict with clause 2.3, acts in a manner that may damage the Provider's good reputation, violates the simulated trading rules pursuant to clause 5.4, acts in conflict with clause 9.3, and/or performs any of the activities referred to in clause 9.5, the Provider may prevent the Trader from ordering any other Services and restrict the Trader's access, in whole or in part, to all or some Services, including access to the PU Xtrader Portal and Trading Platform, without prior notice and without compensation.

## **12. Communication**

- 12.1 You acknowledge that all communication from the Provider or its partners in

connection with the provision of Services will be conducted through the PU Xtrader Portal or via the email address you registered with us. Written electronic communication by email or through the PU Xtrader Portal is considered to be written communication.

12.2 Our contact email address is info@puxtrader.com.

### **13. Right To Withdraw From A Contract**

13.1 The Provider is entitled to immediately withdraw from the Contract in the case of any breach by the Trader specified in Clause 11. No refunds will be given in this case.

### **14. Changes To The GTCs**

14.1 The Provider reserves the right to amend these GTCs at any time with immediate effect for new Traders and new orders of the Services placed by existing Traders. The Provider will notify existing Traders of any changes to the GTCs via the Trader Portal or by email. The PU Xtrader Challenge and subsequent phases will be provided throughout their duration according to the version of the GTCs that was valid and effective at the time the relevant PU Xtrader Challenge was ordered.

### **15. Choice Of Law And Jurisdiction**

15.1 Any legal relations established by these GTCs or related to them, as well as any related non-contractual legal relations, shall be governed by the laws of Saint Lucia. Any dispute arising in connection with these GTCs and/or related agreements shall fall within the jurisdiction of the Saint Lucia court having local jurisdiction according to the registered office of the Provider.

15.2 The rights and remedies provided to PU Prime Ltd under this agreement are cumulative and are not exclusive of any rights or remedies provided by law.

15.3 This agreement shall be governed by and construed in accordance with the laws of Saint Lucia. With respect to any proceedings, the affiliate irrevocably:

i. agrees that the courts of Saint Lucia shall have exclusive jurisdiction to determine any proceedings;

ii. waives any objection which the affiliate may have at any time to bring any proceedings in any such court;

iii. agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the affiliate.

15.4 The headings and titles contained in this agreement are included for convenience only and shall not limit or otherwise affect the terms of this agreement.

15.5 Where this agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.

## **16. Final Provisions**

16.1 The Provider has not adopted any consumer codes of conduct.

16.2 These GTCs constitute the complete terms and conditions agreed between you and the Provider and supersede all prior agreements relating to the subject matter of the GTCs, whether verbal or written.

16.3 Nothing in these GTCs is intended to limit any legal claims set out elsewhere in these GTCs or arising from the applicable law. If the Provider or any authorised third party does not enforce compliance with these GTCs, this cannot be construed as a waiver of any right or claim.

16.4 The Provider has the right to assign any claim arising from these General Terms and Conditions (GTCs) or any agreement to a third party without seeking your consent. As the assignor, the Provider is entitled to transfer its rights and obligations under these GTCs or any agreement, in whole or in part, to a third party. However, the Trader is not authorised to transfer or assign their rights and obligations under these GTCs or any agreements, or any receivables arising from them, either wholly or partially, to any third party.

16.5 If any provision of the GTCs is found to be invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. No past or future practice established between the parties and no custom maintained in general or in the industry relating to the subject matter of the performance, which is not expressly referred to in the GTCs, shall be applied, and no rights and obligations shall be derived from them for the parties; furthermore, they shall not be taken into account in the interpretation of the parties' intentions.



- 16.6 The schedules of the GTCs form integral parts of the GTCs. In the event of a conflict between the wording of the main text of the GTCs and any schedule, the main text of the GTCs shall prevail.
- 16.7 Prior to the mutual acceptance of these GTCs, the parties have carefully assessed the possible risks arising from them and accept those risks.

## **17. Definitions**

17.1 For the purposes of the GTCs, the following definitions shall apply:

17.1.1 "PU Xtrader Portal" refers to the user interface located on the Website;

17.1.2 "Content" refers to the Website and all Services, including the Trader Section, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, designs, icons, images, audio and video samples, and other content that may form the Website and the Services (as set out in clause 9.1);

17.1.3 "Trader" refers to the user of the Services (as set out in clause 1.1);

17.1.4 "Events" refers to events as set out in clause 5.4.1(f)(i);

17.1.5 "PU Xtrader Challenge and Evaluation account" refers to trading accounts related to the PU Xtrader Challenge provided as part of the Services by the Provider;

17.1.6 "PU Trader account" refers to a trading account related to the PU Trader program.

17.1.7 "Prohibited Trading Practices" refers to practices or actions strictly prohibited while using our Services, as detailed in Section 5.4 of these GTC;

17.1.8 "GTCs" refer to these General Terms and Conditions of PU Xtrader;

17.1.9 "Provider" refers to the provider of certain Services (as set out in clause 1.1);

17.1.10 "Schedules" refers to Schedule 1 and any other schedules as applicable, which form part of these GTCs;

17.2 "Services" refers to the Provider's services as set out in clauses 1.1 and 1.5;

17.2.1 "Trading Platform" refers to an electronic interface provided by a third party through which the Trader performs simulated trading; and

17.2.2 "Website" refers to the website [www.puxtrader.com](http://www.puxtrader.com).

17.3 For the purposes of the GTCs and their schedules, the following expressions and abbreviations shall have the following meanings:

17.3.1 "Calendar day" means the period from midnight to midnight of the time currently valid on the PU Xtrader platform;

17.3.2 "Initial capital" means a fictitious amount chosen by the Trader when selecting the option of the PU Xtrader Challenge, which the Trader will use to perform simulated trading;

17.3.3 "USD" means the United States dollar;

17.3.4 "EUR" means the euro;

17.3.5 "GBP" means the British pound;

17.3.6 "CAD" means the Canadian dollar