

**TTT PERFORMANCE ACCOUNT (25K)**  
**AGREEMENT FOR THE PROVISION OF CONSULTING SERVICES**

This analyst Agreement (“Agreement”) sets forth the terms and conditions governing your Account at IT TECH SUPPORT dba TickTick Trader (“Company”, “us”, “we”, “Site” or “TickTick Trader” or other similar terms) and all Contracts and other transactions in this Account with TickTick Trader.

In this Agreement, the undersigned customer is a private consultant based in hereinafter referred to as “Analyst” or “You”.

(The COMPANY and the ANALYST hereinafter each individually referred to as “the Party” and collectively referred to as “the Parties”)

WHEREAS:

1. The COMPANY is interested in copying the daily simulated trades performed by the ANALYST on the TTT PERFORMANCE ACCOUNT.
2. The ANALYST declares his/her ability to satisfy the demands of the COMPANY related to the above-mentioned activity and strictly following the risk management rules.
3. The ANALYST shall read and accept the terms and conditions of this Agreement which binds him/her to the COMPANY.
4. The ANALYST certifies to be at least 18 years of age on the date of signature of this Agreement.

***THE PARTIES HEREBY AGREE AS FOLLOWS:***

**1. SCOPE OF THE AGREEMENT**

The TTT PERFORMANCE ACCOUNT is a simulation account on which the ANALYST can execute transactions and earn fees following the signing of this agreement. The rules for the TTT PERFORMANCE ACCOUNT are the same as the EVALUATION ACCOUNT, except that there is a scaling system.

The ANALYST acknowledges and agrees that the simulation account that (s)he will be using is the sole property of the COMPANY and will be under its exclusive control. If the TTT PERFORMANCE ACCOUNT reaches the minimum balance indicated in the Agreement, it shall be automatically closed, and the data shall be erased. The ANALYST must abide by all the guidelines set in the agreement, including not exceeding the maximum number of contracts allowed per account.

**2. PERFORMANCE ACCOUNT GUIDELINES**

**2.1. TRADING PLATFORMS AND Market Data fees**

The ANALYST agrees to use the platforms approved by the COMPANY. The following list is subject to change without prior notice:

|                    |                   |                      |
|--------------------|-------------------|----------------------|
| R Trader           | iTrader           | Track’Ntrade         |
| R Trader Pro       | Volfix.Net        | Scalptool            |
| Ninjatrader        | MotiveWave        | Sierra Chart         |
| Jigsaw Trading     | InsideEDGE Trader | R investor           |
| Agena Trader       | Multicharts       | Quick Screen Trading |
| Quantower          | Photon            | Bookmap              |
| Order Flow Trading | Trade Navigator   | QScalp               |

Any use of unauthorized platforms by the ANALYST may generate additional costs which shall be billed to the ANALYST. The ANALYST accepts that the use of an unauthorized platform may result in the termination of the account. The COMPANY shall give free access codes that will allow the ANALYST to connect to the Chicago Mercantile Exchange (CME).

The COMPANY covers the costs related to the use of the trading platforms and Market Data as long as the account is active.

**2.2. TRADING SCHEDULE AND ROLLOVERS**

Each instrument must be traded within the official opening hours of the Market. The ANALYST must refer to each Exchange website for official schedule. The ANALYST is not allowed to hold positions overnight or over the weekend. Keeping any open position at the market close will result in the immediate termination of the ANALYST’s account.

Rollovers represent the final settlement date in a futures contract. When a futures contract has reached its expiration date, it is replaced with a new contract of the same commodity for the next delivery period. Before a contract is rolled over, all positions must be closed 05 minutes prior to the expiration time. The ANALYST is responsible for managing his/her positions. Any violation will result in the automatic termination of the agreement.

**2.3. SCALING PLAN**

The ANALYST must comply with the following scaling plan that sets out the maximum number of futures contracts (s)he can buy/sell on the the TTT PERFORMANCE ACCOUNT (25K):

| <b>Account Balance required:</b> | <b>Maximum contracts simultaneously</b> |
|----------------------------------|---|
| Up to USD 26,600                 | 2 Mini Contracts or 20 Micro Contracts  |
| USD 26,601 and above             | 4 Mini Contracts or 40 Micro Contracts  |

Failure to comply with the scaling plan will result in the following actions:

2.3.1. First Warning: A reminder of the rule and a warning that any future violations may result in further action being taken against the account. The account is blocked for one (1) trading day.

2.3.2. Final Warning: The account will be blocked for one (1) trading day.

2.3.3.Account Termination: The account will be deactivated permanently.in the immediate termination of the account.

In this case, the COMPANY will pay the ANALYST 20% of any sum exceeding the safety threshold prior to the infraction.

#### 2.4. DAILY LOSS

Daily loss limits and drawdowns are set according to the size of the trading account, ensuring realistic risk management for the individual trader.

The Daily Loss Limit is a set amount that the ANALYST may lose in a day, either on his/her total trades of the day or on a single trade. The TTT PERFORMANCE ACCOUNT (25K) daily loss limit is set at USD 500 (commissions included).

#### 2.5. DRAWDOWN

The Tick Drawdown does not change if your account balance decreases from the previous day. The Tick Drawdown increases when your account balance has reached a new high at the end of the trading day. The Drawdown is updated at the end of each trading day. The ANALYST can check the Tick Drawdown at any time in the RTrader “*Auto liquidate threshold*” column.

Once the Tick Drawdown has reached the initial balance of the account (i.e. USD 25,000), it can no longer decrease below that floor. The TTT PERFORMANCE ACCOUNT (25K) Tick Drawdown is set at USD 1,500 (commissions included).

In the event either the Daily Loss Limit or the Tick Drawdown has been reached or exceeded by the ANALYST, the COMPANY will immediately terminate the trading account.

#### 2.6. RESPONSIBILITIES OF THE ANALYST

The analyst must agree to the following obligations:

- The ANALYST is bound to provide a copy of his/her passport or identity card and proof of address whenever demanded by the COMPANY for verification purposes. The ANALYST must provide the document within 03 working days.
- The ANALYST is the only one allowed to execute transactions on the trading account and does not have the right to transfer the account to any third party under no circumstances.
- The ANALYST certifies that (s)he is not prohibited from trading by the relevant authorities in the United States of America or in his/her country of residence.
- The ANALYST agrees not to share account login information in any case whatsoever.
- The ANALYST is solely responsible for any fraudulent use of the Trading accounts (s)he has subscribed to.
- It is strictly forbidden to take micro scalping operations shorter than 10 seconds during the opening (first 5 minutes) and closing (last 5 minutes) of the markets. Doing so will result in the termination of the account.
- It is strictly forbidden for the ANALYST to implement Hedging or similar strategies using different accounts on the same market. If the ANALYST uses such strategies, the COMPANY reserves the right to terminate all accounts without paying any compensation regardless of the ANALYST’s performance.
- It is strictly forbidden to use a copy trade system.

- It is strictly forbidden to use any algorithmic trading strategies, expert advisors or any Automated Trading system.
- Any attempt at intentional fraud on the part of the ANALYST will lead to the termination of his/her accounts. In addition, the ANALYST will have to pay the COMPANY any damages and interests due to losses caused by the fraud. The COMPANY may cease all payments of Compensation, without notice.
- In case the ANALYST owns more than one TTT Performance Account, (s)he is not allowed to trade the same Financial instrument or an underlying instrument on more than one TTT PERFORMANCE ACCOUNT in the same day.
- The ANALYST does not have the right to create multiple profiles, this may result in the loss of all his/her fees. The ANALYST can have several accounts under his/her profile. The COMPANY reserves the right to limit the number of accounts per profile.
- The ANALYST must make at least 1 transaction per week to keep his/her account active. In the event of long inactivity, the ANALYST must notify it, and request approval of the temporary suspension of his/her account, otherwise it can be closed by the COMPANY. The COMPANY reserves the right to close an account that has been inactive for more than 30 days. An account cancellation, accidental or intentional, due to inactivity of the ANALYST will result in its termination without the possibility of reactivating it or any compensation from the COMPANY.

Any violation of the aforementioned stipulations will immediately result in the termination of this agreement and any other entered into by the ANALYST. Furthermore, any outstanding fee owed to the ANALYST on the basis of his/her performance will be forfeited.

### 3. TERMS OF PAYMENT

In consideration of the services to be rendered by the ANALYST by way of making profits on the TTT PERFORMANCE ACCOUNT (25K), the COMPANY agrees to pay performance fees.

The ANALYST can request the first performance fees after exceeding the safety threshold. The withdrawal safety threshold is defined as the minimum amount required to remain in the ANALYST's account in addition to the starting capital. The safety threshold for the TTT PERFORMANCE ACCOUNT (25K) is set at USD 1,600.

The minimum performance fee request is USD 250 and there is no maximum limit above the safety threshold.

The performance fee schedule the ANALYST is entitled to is as follows:

| Date of fee request from account activation | Performance fee                       |
|---|---------------------------------------|
| First 3 months                              | 100% of profit above safety threshold |
| 4 <sup>th</sup> month onwards:              | 90% of profit above safety threshold  |

The ANALYST is deemed an Independent Contractor, and consequently (s)he is responsible for paying out his/her taxes according to local regulations (s)he is subjected to.

Performance fee requests can only be paid Through our Payroll Partner Deel and he can withdraw his profits directly to his Bank account.

#### 4. FORCE MAJEURE

Any breach of the obligations of this agreement on the part of the COMPANY, which would be due to one or more circumstances beyond the control of the COMPANY such as change of regulations, laws of war, natural disasters, breakdowns of all types or even a court ban on the execution of the COMPANY's activities including acts of God shall not be the responsibility of the COMPANY and the ANALYST hereby waives all claims including the right to bring a legal action against the COMPANY by signing this Agreement.

#### 5. REPRESENTATION AND WARRANTIES

The ANALYST hereby represents and warrants that the execution and delivery of this Agreement to which it is a Party does not or will not contravene any provision of law or of the statutes or of any agreement binding upon it.

The COMPANY and the ANALYST are duly incorporated and/or legally existing and in good standing under their relevant law.

The ANALYST has obtained all authorities' approvals and consents from all governmental and quasi-governmental authorities necessary under any applicable law for the execution and delivery by it of this Agreement to which it is a Party and of any document or instrument delivered or to be delivered pursuant hereto and thereto and for the performance by it of any and all of its obligations hereunder and thereunder.

#### 6. ASSIGNMENT

- 6.1. Unless there would be a prior written approval of the COMPANY, the ANALYST shall not assign to a third party, in whole or in part, its obligation to perform under the Agreement, and /or the benefit of this Agreement.
- 6.2. In the event of any such assignment, the COMPANY shall have the right to terminate this Agreement, forthwith and harmless for itself, by written notice.
- 6.3. It is hereby expressly agreed that the COMPANY may assign its rights and obligations under this Agreement, in full or in part, to any of its affiliated companies. By signing this Agreement, the ANALYST consents irrevocably to this assignment.
- 6.4. It is expressly agreed that the relationship between the Parties under this Agreement shall not create, either expressly or by implication, a corporation or company or any other form of legal entity or an employer's employee's relationship. No person who is not a party to this Agreement shall be entitled to enforce any of its terms.

#### 7. SEVERABILITY

Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

## 8. CONFIDENTIALITY

The signature, existence and execution of this Agreement shall be kept secret by the ANALYST and shall not be made public by him/her without the prior written consent of the COMPANY.

Nothing contained in this Agreement shall be construed as conferring upon the ANALYST any license or other right under any industrial property right, which are and remain the property of its respective owners.

All the results of the ANALYST's work shall remain the property of the COMPANY. The provisions of this Article shall survive the termination and/or expiration of this Agreement.

## 9. MODIFICATIONS

The COMPANY may at any time and without notice modify the policies and conditions of this Agreement and shall duly inform of the said changes to the ANALYST.

## 10. TERM AND EXPIRATION

This agreement will come into force upon signature by both the parties and will have an initial term of 180 days.

The parties have the right to terminate this contract during the initial term or during any renewal period of this contract, unilaterally and without cause before the expiration of this contract. If the ANALYST decides to stop his/her collaboration with the COMPANY after 365 days, and only if (s)he hasn't violated any rules during the whole 365 days of the contract, all the profits realized including the safety threshold will be paid to him/her in full. Otherwise, if the ANALYST or the COMPANY terminates this contract before 365 days, the threshold will be retained by the COMPANY in its entirety. The termination must be notified in writing and this 3 days before the date of termination.

## 11. APPLICABLE LAW

The terms and conditions set out in this Agreement shall be governed by and construed in accordance with the laws of Romania. Any disputes arising out of or in connection with this Agreement or the execution thereof shall be submitted for resolution to the exclusive jurisdiction of the competent courts of Romania.

