

Nexgen ProTrader Funding

Trader Agreement - Semi-Live Account

This agreement applies after a trader successfully passes an evaluation and is approved to move into a Nexgen ProTrader Funding semi-live trader account. The trader should review the agreement carefully, initial where required, and sign electronically before the account is activated.

1. Account Status and Account Specifications

After a trader passes an evaluation, the trader may receive Trader status. Nexgen ProTrader Funding will then open a virtual semi-live account inside the Nexgen ProTrader Funding system. Semi-live accounts use synthetic simulated currency and do not contain actual trading funds or legal tender. Traders may be eligible for payouts as described in this agreement and the published program rules.

The account size, maximum drawdown, contract limits, and other account specifications are set at sign-up and remain tied to the account unless Nexgen ProTrader Funding publishes or approves a different rule. Nexgen ProTrader Funding uses end-of-day trailing drawdown. Traders should review the current online documentation for the account rules that apply to their account.

The Company may copy the trader's simulated trades, at any ratio and with or without notice, into a live account held by the Company at AMP Futures or another Company-approved trading arrangement. The trader understands that copied execution may differ from the platform display because of market conditions, slippage, technology, routing, or other operational factors.

An account will be closed if it reaches its maximum allowed drawdown, falls below its liquidation threshold, or violates this agreement or the published rules. When an account is below its liquidation threshold, trading access may be prohibited.

2. Fees, Billing, and Refund Policy

The trader is responsible for the applicable administrative fee to upgrade from evaluation status to semi-live status. Active prices may vary by account size and are published on the website. The account will become active after this agreement is signed through DocuSign or another approved electronic signature process and the required payment is completed.

Accounts generally become active within 15 to 90 minutes after completion, except during weekends, holidays, maintenance, or unusual operational delays. If a payment is declined, the trader must resolve payment within 72 hours of notice. Nexgen ProTrader Funding is not required to reactivate an elevated account until payment is completed.

Evaluation accounts, additional accounts, and trade-copier services may continue to bill on Nexgen's recurring 30-day billing cycle. Charges may process a few calendar days before or after the prior billing date because months vary in length. Traders are responsible for managing and canceling subscriptions through the website before renewal. There are no full or partial refunds unless Nexgen ProTrader Funding expressly states otherwise in writing.

The trader understands that there are no refunds on the one-time trader account fee or any other paid fee. The current zero-refund, anti-fraud, and enforcement policy is available in the online documentation.

3. Trader Responsibilities and Technology Risk

The trader is responsible for keeping all emails and correspondence with the Company during the active contract period. The trader authorizes charges to be processed through the Company's merchant account and confirms that all information provided to Nexgen ProTrader Funding is true, accurate, and current.

The trader must sign up and trade only under the trader's legal name. The trader may not transfer account rights, share login credentials, permit a third party to trade the account, or create any third-party beneficiary rights in the Company's services. The trader is responsible for all activity associated with the account.

Technical issues, platform outages, data-feed issues, software issues, computer problems, internet problems, indicator behavior, or third-party tool problems are outside the responsibility of Nexgen ProTrader Funding. Each trader must know how to manage and close trades using available tools, including TradingView, CQG Desktop, Nexgen's proprietary platform, or any other approved platform. Traders should maintain backup plans such as backup internet, mobile access, phone apps, or alternate devices.

4. Independent Contractor Status and Payout Source

The trader acts as an independent contractor and is not an employee of Nexgen ProTrader Funding. Independent contractors do not receive employee rights, wages, or benefits. The trader is responsible for complying with applicable local law and confirming that participation in the program is not prohibited in the trader's jurisdiction.

Nexgen ProTrader Funding may use RISE or another approved payout provider for trader and affiliate payouts. Eligible traders may receive applicable tax documentation, including a 1099 where required, for positive trading results paid through the program.

5. Trading Standards and Consistency Rule

Nexgen ProTrader Funding seeks traders who follow a defined, explainable, and repeatable trading plan. The trader should use consistent entry rules, stop placement, targets, trailing rules, position sizing, and risk management. Nexgen may request information about the trader's charts, timeframes, strategy, or trading approach to verify consistency and make the payout review process more efficient.

At the time of a withdrawal request, no more than 40% of the eligible profit for the payout period may come from a single trading day. This rule is intended to encourage consistent trading instead of one oversized day followed by minimal activity.

Traders must maintain reasonable consistency in position sizing and overall trading behavior. Erratic, disproportionate, or unexplained changes in contract size may be treated as inconsistent trading. Disciplined scaling into winning positions is permitted when it is part of a consistent trading plan.

Practices such as taking oversized windfall trades, trading maximum size without a demonstrated pattern, flipping minimal micro contracts only to create trading days, or repeatedly blowing accounts while seeking large lucky wins may result in review, payout delay, payout denial, account limits, suspension, or account closure.

A trader may not have more than one trading day in a seven-trading-day payout period that Nexgen reasonably determines to be flipping or non-substantive activity. ProTrader accounts must be traded only by the individual named on the account and this agreement.

6. News Events

Nexgen ProTrader Funding does not maintain a separate news-event blackout rule under this agreement. Trades placed during news or high-volatility conditions remain subject to all other account rules, including consistency, risk management, hedging, automation, position-sizing, drawdown, and payout-review standards.

7. Prohibited Conduct

Automated trading systems, Expert Advisors, algorithms, bots, signal-based execution software, and any other form of fully automated trade decision-making or execution are prohibited during both the evaluation and funded stages. All trading decisions and trade execution must be performed manually by the account holder.

If automated trading activity is suspected or detected, Nexgen may audit the account, request additional information, delay payout review, deny a payout, terminate the account, or forfeit profits connected to the violation. Failure to cooperate with an audit may result in payout denial and account closure.

Traders may not hedge, offset, neutralize, or transfer risk between accounts, instruments, contracts, months, related parties, or other traders. A trader may not be long in one account and short the same or substantially related exposure in another account at the same time. Group, partner, household, or related-party schemes designed to evade the rules may result in closure and forfeiture of the involved accounts.

Any strategy, scam, coordinated trading pattern, account-sharing arrangement, or attempt to place Company funds at risk outside a consistent day-to-day trading strategy is prohibited.

8. Payout Eligibility and Requests

A semi-live account must be active and in good standing to receive payouts. A trader may request a payout only after satisfying the minimum trading-day requirement, the payout rules, the consistency rule, and all other account requirements.

To request the first payout or a later payout, the trader must complete seven separate trading days with trades placed according to the trader's standard, consistent, day-to-day trading system. Each new payout period requires seven fully completed trading days after the prior payout request.

A trading session is generally considered 6:00 PM ET through 5:00 PM ET. Sunday evening trading is part of Monday's trading day. Holiday trading may not count as a separate trading day, and results may be added to the following eligible trading day. Traders should review the platform and website statistics to confirm trading-day counts before requesting a payout.

Payouts are generally made as quickly as possible, but operational review, risk review, payment-provider timing, or account issues may delay processing. Any slippage or discrepancy between copied accounts and platform-displayed profits will be absorbed by the trader, and Nexgen ProTrader Funding is not required to make adjustments. If a trader loses the account before the payout is completed, the payout may be rejected.

Payout eligibility is calculated above the account's starting balance plus the applicable drawdown amount and an additional \$100 buffer, unless the published rules state otherwise. Amounts of \$500 or more above the required minimum balance may be eligible for withdrawal based on the published payout schedule for the account size. Withdrawing funds may affect the account's net liquidating value and available drawdown cushion.

9. Overnight Positions and Market Close

Traders must not carry positions past the day-trading close. Some markets close earlier than 5:00 PM ET, and the trader is responsible for knowing the close time for each traded market. Nexgen's systems may attempt to auto-liquidate active positions five minutes before market close, but the trader remains responsible for managing open positions.

Holding positions past the permitted closing window creates elevated risk and may trigger full or extreme margin requirements. More than three occurrences of holding positions past the permitted closing window may result in forfeiture of the account.

10. Reviews, Remedies, and Enforcement

Nexgen ProTrader Funding may use technology to recreate trades, chart historical trades, review account behavior, and evaluate compliance with this agreement and the published rules. Nexgen may request charts, explanations, records, or other information reasonably related to trading consistency, risk management, payout review, or account compliance.

If Nexgen determines that a trader violated this agreement or the published rules, Nexgen may issue a warning, pause trading, suspend one or more accounts, revoke profits, withhold payouts related to the violation, restrict future account access, terminate the account, or terminate the trader's access to Company services.

Where appropriate, Nexgen may notify the trader of a violation and provide an opportunity to correct the behavior. Trading may resume only after the issue has been addressed to Nexgen's satisfaction, which may be communicated by phone, email, platform notice, or other written communication.

11. Account Closure

Nexgen ProTrader Funding seeks long-term relationships with disciplined contract traders who follow a consistent trading plan, sizing and money management principles. Our account-closing policy is intended to support long-term participation and discourage attempts to game the program for quick payouts.

Clients who request to close a trading account before 16 confirmed payouts will be entitled to only 15% of profits above the drawdown threshold during the first 45 days of the semi-live account. After the 24th payout is received, traders will be entitled to 30% of earnings above the drawdown threshold upon account closure, unless the published rules or a written Company decision provide otherwise.

If the trader does not understand any term in this agreement, the trader is responsible for requesting clarification before signing. The trader should not sign this agreement unless the trader understands and accepts its terms.

12. Acknowledgment

The trader acknowledges that the trader has read this agreement, understands the current published rules, and agrees to trade in a professional, disciplined, and consistent manner. Nexgen ProTrader Funding looks forward to a long and profitable relationship with each qualified trader.

Trader Name Printed

Signature

Date