



Phoenix

TRADER FUNDING

« PRE-FUNDED » TRADER PERFORMANCE AGREEMENT

Presented to **Brent Bergherm**

PREAMBLE

This agreement is valid for 48 hours after receipt of the email notice. If this document isn't signed within those next 48 hours the evaluation is forfeited, and the trader must take a new challenge.

"The Trader" reads, understands, acknowledges, and agrees to the terms and conditions contained in this « PRE-FUNDED » TRADER PERFORMANCE AGREEMENT. The Trader is accountable for all commissions, trading platform subscription fees, and payout fees that might occur during his journey

PART I) DEFINITIONS

Hereby terms and conditions defined terms, as well as those capitalized terms defined in the body of the Agreement, will have the meanings provided in this Section or in the body of the Agreement.

- The term "Account" or "Funded Account" refers to a specific account created and managed either directly by Phoenix Trader Funding or by a third-party vendor acting on behalf of Phoenix Trader Funding. This account is assigned to a unique account number and holds an initial balance determined by the Trader when choosing an challenge.
- "Effective Date" signifies the specific date when the Trader executes this Agreement.
- "Individual Trading Days" refers to Trading Days during which the Trader actively places trades in an Account.
- "Minimum Balance" is defined as either:
 - For any Account that has never maintained a balance equal to or exceeding the opening balance, the cumulative sum of the Minimum Balance stated in Annex 1 of this Agreement corresponds to the indicated Funded Account type. This phase is defined as Phase 1
 - For any Account that has maintained a balance equal to or exceeding the opening balance, the cumulative sum of the Minimum Balance stated in Annex 1 of this Agreement corresponds to the indicated Funded Account. This phase is defined as Phase 1

PART II) ACCOUNT OWNERSHIP

Phoenix Trader Funding, a French SAS, asserts specified in this Agreement. It is clarified that any money, funds, or other rights associated with any Account, whether live or simulated, are the property of Phoenix Trader Funding or will be remitted to Phoenix Trader Funding upon the termination of the Account. This Agreement shall be governed by and construed in accordance with the laws of France (without regard to its conflict-of-law rules). Any dispute arising out of or relating to this Agreement shall be finally resolved by arbitration in Paris, France under the ICC Rules of Arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

PART III) TRADING DISCLOSURES

- 1) Inherent Risks of Trading Futures: The Client acknowledges that trading futures involve inherent risks associated with the market. These risks are an inherent part of engaging in futures trading activities.
- 2) High volatility and erratic trading: The Customer acknowledges that trading during periods of high volatility and erratic market conditions presents significant risks. The Customer understands that data

feeds and software platforms may have lags and errors. Phoenix Trader Funding cannot be held responsible for platform or software failures, delays or performance problems arising from the Trader's hardware, software or Internet connection. The Trader is advised to test platforms using simulations (SIM) or small micro-orders before engaging in trading on volatile markets, whether or not the events in question are permitted by regulation.

3) Trading Halt or Suspension: If trading is halted or suspended by any governing authority, the Trader may be unable to comply with Part IV of this Agreement. In such cases, Phoenix Trader Funding reserves the right to exercise any remedies available to it under this Agreement, including the closure of one or more Accounts, regardless of the reason the Trader was unable to comply with Part IV.

4) Daily Price Limits: Phoenix Trader Funding advises the Trader to consult daily price limits as a risk mitigation measure to reduce the likelihood of non-compliance with Section D of this Agreement.

By signing below, the Client acknowledges that they have read, understood, and accepted the inherent risks associated with trading futures, the importance of testing platforms, and the potential consequences if unable to comply with Section D of this Agreement. The Client agrees to abide by the terms and conditions outlined in this Agreement.

PART IV) TRADER FEES

1) Non-professional traders are required to pay Phoenix Trader Funding a one-time fee of \$149 per pre-funded account ONLY IF SPECIFIED AT ACCOUNT ACQUISITION.

2) If activation fees are specified, they must be paid within 48 hours. Otherwise, the challenge will be considered null and void.

3) Professional traders (i.e., Live, Funded-Tier accounts. This does not apply to Pre-Funded accounts) are required to pay Phoenix Trader Funding a commission of \$135/exchange per account on the effective date. This commission is applicable at the start of the trader's engagement with Phoenix Trader Funding and for each month thereafter, as described in section XII of this agreement.

PART V) CONFIDENTIALITY

The Trader is obligated to maintain the confidentiality of all Confidential Information belonging to Phoenix Trader Funding. The Trader shall not use, disclose, or exploit any Confidential Information to any third party, except as necessary to fulfill their obligations or exercise their rights under this Agreement. "Confidential Information" refers to non-public data, products, research, development, and business activities, including undisclosed products and services, as well as information relating to services, inventions, processes, plans, financials, customer and supplier lists, forecasts, projections, and the specific terms of this Agreement. However, the following exclusions apply:

- Information that is publicly available or already in the public domain at the time of disclosure.
- Information that becomes publicly available through means beyond the Trader's control.
- Information received from parties not bound by confidentiality obligations.
- Information independently developed by the Trader without reference to the Confidential Information.
- Information approved in writing for release by the Trader or the disclosing party without restrictions.
- Information required to be disclosed by a court, administrative agency, or other governmental body.

The Trader is expected to uphold the confidentiality obligations unless these exceptions are applicable.

PART VI) ACCOUNT RULES

- 1) Phoenix Trader Funding will deposit the initial minimum balance of synthetic currency into the Account. Please note that these Accounts do not contain genuine or legal tender.
- 2) If, at any time, the trader exceeds \$100,000 in cumulative payouts on all accounts, he will be automatically transferred to Live or banned from buying new challenges, depending on whether he has had a Live account before.
- 3) The maximum number of Accounts the Trader may trade is set to 5 Pre-Funded accounts (on which only 2 can be Ascension Accounts, 3 Classic Accounts and 1 Ultra Account).
- 4) Any Account that falls below the Minimum Balance at any time will be automatically closed by Phoenix Trader Funding.
- 5) Upon the closure of an account, all access to login and data will be terminated unless the trader possesses a separate and active Pre-Funded / Funded-Tier / Challenge account.
- 6) The Trader is required to verify the enabled instruments on each Account through hid trading platform or other approved tools provided by Phoenix Trader Funding before trading.
- 7) The Trader agrees not to modify the username and password provided by Phoenix. Any attempt or successful change of the username and/or password may result in the inability to recover the account. Phoenix Trader Funding holds no liability for any consequences arising from such changes.
- 8) Phoenix Trader Funding may, at its sole discretion, grant permission for the Trader to trade in a Live Account, this process is known as « Funded-Tier », the Trader cannot deny this offer.
- 9) Phoenix Trader Funding retains the right to copy trade any Account at its sole discretion.
- 10) Phoenix Trader Funding reserves the right to trade in multiples of the Leader Account.
- 11) The fills in the Leader (Pre-Funded / Funded-Tier) account are subject to verification through the Exchange time and sales data. If there is a discrepancy, the fill prices may be adjusted to match the exchange-recorded fill price. It is important to note that trades executed during economic releases or fast

market conditions may initially report inaccurate fill prices in the leader account. Therefore, these trades must be verified before calculating the PNL for payouts.

12) Any attempt to exploit differences in fill prices between the Leader account and the Exchange time and sales data will result in the forfeiture of all trading P&L (Profit and Loss) and may be considered grounds for immediate termination of the contract.

13) Hedging, i.e. trading opposite positions on two accounts at the same time, in the interest of securing at least one winning position, is strictly forbidden on the Pre-Funded or Funded-Tier account, whether between two separate challenge or Phoenix accounts, or between two separate prop firms. Detection of such activity will lead to immediate forfeiture of the account and lifetime exclusion of all Phoenix's services.

14) The Trader agrees not to engage in or attempt to engage in trading activities, directly or indirectly, on any account maintained at or by Phoenix Trader Funding other than the designated Account. This includes refraining from trading or attempting to trade under the name of family members, friends, business entities owned or controlled by the Trader, or any other affiliates, agents, or aliases associated with the Trader.

15) Phoenix Trader Funding will only establish the Account for the Trader upon receipt of all required forms and identification, including a valid and current driver's license or other acceptable identification as determined by Phoenix Trader Funding in its sole discretion.

16) A questionnaire on risk management and strategy will be displayed when the trader is in possession of a funded account. This questionnaire must be completed as clearly and accurately as possible. In the event of non-compliance with this rule, or completion of a false questionnaire, Phoenix Trader Funding reserves the right to close the account with or without prior notice. To determine whether or not a strategy has been respected, we take a close look at all the trades made by the trader, in terms of duration, scaling, position size, presence or absence of a stop order, etc.

17) The use of certain strategies (DCA, etc.) is strictly subject to the rules set out in the FAQ section of the Phoenix Trader Funding website (<https://phoenixtraderfunding.com/faq>).

18) The Trader must verify all Account(s) in his trading environment before trading and promptly report any inaccuracies or discrepancies to Phoenix Trader Funding

19) The trader is required to execute at least one trade every 7 (seven) calendar days, otherwise the account will be closed (Inactivity Rule).

PART VII) TRADER'S INDEMNIFICATION

1) The Trader agrees to indemnify Phoenix Trader Funding and its members, managers, officers, directors, shareholders, employees, agents, and affiliates (collectively referred to as the "Indemnified Parties") against any claims, demands, proceedings, suits, actions, losses, liabilities, costs, and expenses, including attorneys' fees and disbursements, incurred or suffered by Phoenix Trader Funding. This indemnification obligation applies to any act or omission of the Trader under this Agreement, breach of this Agreement, or any action or omission by the Trader related to trading or other activities connected directly or indirectly to this Agreement or Phoenix Trader Funding. Phoenix Trader Funding will not be held liable for any action or inaction by the Trader. The Trader's indemnification obligations under this Agreement will survive the termination of this Agreement.

2) The Trader must not be an employee or owner of a company directly competing with Phoenix Trader Funding to engage in trading with Phoenix Trader Funding.

3) To engage in trading with Phoenix Trader Funding, the Trader must be at least 18 years of age.

4) The Trader's use of and access to Phoenix Trader Funding's services at phoenixtraderfunding.com are subject to the terms and conditions specified at phoenixtraderfunding.com/terms. If the Trader does not

agree to these terms, conditions, and provisions outlined in this Agreement, the Trader may not use or access Phoenix Trader Funding's services in any manner.

5) The Trader acknowledges having read and understood all of Phoenix Trader Funding's policies and terms of service related to the Account located at phoenixtraderfunding.com and the Phoenix Trader Funding Privacy Policy.

PART VIII) PAYOUTS

1) The Trader is eligible to request their first payment after actively placing orders on five (5) or more Individual Winning Days with on Classic Accounts, after 1 (one) Trading Day on Ultra Accounts, and, after 10 (ten) Trading Day on Ascension Accounts

A "Winning Day" is defined, for a Classic account, according to its size. More precisely :+\$100 for a \$25K Classic account+\$200 for a \$50K Classic account+\$300 for a \$100K Classic account

2) Phoenix Trader Funding will pay the Trader:

100 (one hundred) percent of any winnings requested by the Trader will be paid to the Trader and withdrawn from the balance of the account on which the request was made if the total amount withdrawn by the user, all accounts combined, is less than \$10,000, above this amount, the ratio decreases to 90 (ninety) percent.

80 (eighty) percent of the Trader's requested earnings if the person is "Live-Funded"

3) Payments to the Trader will be made via Payoneer, Wire Transfer (JustPayOut), PayPal, Cryptocurrencies. However, it should be noted that PayPal payments cannot exceed \$2,000.00 per month.

4) To submit a payout, the trader must adhere to the various payout rules, which depend on account size and type. They are defined in phxtf.com/faq, section "Payout". These rules include minimum and maximum payout amounts.

5) Transfer to real funding

For Classic and Ascension accounts, Live Funding is available after 4 payouts or \$6000 in withdrawals. For Ultra accounts, live Funding may be provided at any time after the 1st payout, at the discretion of Phoenix Trader Funding.

When the account is Live Funded, the amount of the account balance varies according to the type and size of the account and/or the profits on the account financed in simulation. The FAQ (phxtf.com/faq) contains the current rules on this point. The amount of Live financing is indicated for each account at the time of purchase.

The Broker account set-up process is detailed in section XII.

Drawdown Update after the first payout

For Classic, Ascension and Ultra accounts, the account drawdown is moved to the initial account balance at the time of the 1st payout.

PART IX) ACCOUNT CLOSURE

1) The Trader has the option to close any Account after a minimum of 30 Active Trading Days. In the event that the Trader is not in default under this Agreement, Phoenix Trader Funding will make a payment to the Trader equivalent to eighty (80) percent of the net amount (minus fees).

2) In the event that Phoenix Trader Funding decides to close any Account under any provision of this Agreement, and provided that the Trader is not in default under this Agreement, Phoenix Trader Funding will make a payment to the Trader. The amount and timing of the payment will be determined solely and at the absolute discretion of Phoenix Trader Funding, up to the following percentages:

- For any Account that has been actively and individually traded for at least fifty (50) Trading Days, the payment will be up to twenty percent of the net amount (minus fees).
- For any Account that has been actively traded for at least fifty (50) but fewer than one hundred (100) Trading Days, the payment will be up to fifty percent of the net amount (minus fees) in reserves.
- For any Account that has been actively traded for at least more than one hundred eighty (180) Trading Days, the payment will be up to eighty percent of the net amount (minus fees) in reserves.

The specific amount and timing of the payment will be determined by Phoenix Trader Funding at its sole and absolute discretion.

PART X) INDEPENDENT CONTRACTOR STATUS

The Trader acknowledges and agrees that their relationship with Phoenix Trader Funding is that of an independent contractor. The Trader is not an employee, agent, or partner of Phoenix Trader Funding. As an independent contractor, the Trader is solely responsible for action, decisions, and expenses incurred in connection with their trading activities. The Trader is not entitled to any benefits or rights typically associated with employment, such as health insurance, retirement plans, or paid leave. Both parties agree to conduct their relationship by the principles of an independent contractor arrangement.

The Trader agrees to provide Phoenix Trader Funding with all necessary information to fulfill the required tax reporting obligations. If the Trader fails to submit all the required information within thirty (30) days of receiving notice from Phoenix Trader Funding, Phoenix Trader Funding reserves the right to terminate the Trader's Account(s) and no payouts will be made thereafter. It is the responsibility of the Trader to ensure timely compliance with these tax reporting requirements.

PART XI) UPDATES TO POLICIES AND AGREEMENT

Phoenix Trader Funding reserves the right to update or revise the policies, terms and conditions of this Agreement, as well as any other documents governing the relationship between Phoenix Trader Funding and the Trader, at its sole and absolute discretion. These updates or revisions may occur at any time and without prior notice.

The Trader has the option to request copies of any updates or revisions made to this Agreement from Phoenix Trader Funding at any time. Please note that any manipulation of the content within this Agreement will lead to the closure of all accounts and the nullification of agreements with Phoenix Trader Funding.

PART XII) PROCESSES FOR THE FUNDED-TIER ACCOUNT

(a) As mentioned above, if a Pre-Funded account exceeds \$6,000 or 4x payouts (Classic, Ascension) it is theoretically automatically transferred to a Live account, with our partner EdgeClear.

However, there is a few exceptions to this rule:

- In the event that the trader is deemed inconsistent, at Phoenix Trader Funding's sole discretion, the trader will remain on the Pre-Funded account for an additional minimum of 15 trading days before being able to manually request a switch to a Broker account.
- At Phoenix's sole discretion, a trader may be transferred to a Broker account before the normal withdrawal temporal/financial threshold.

The process of switching to a Broker account usually takes 2-3 days, but can take up to 10 days. As soon as you switch to a Broker account, you are considered a market professional and, in accordance with section IV) 3) of this document, you will be charged a fee of \$135/exchange/month.

This fee must be paid within 5 calendar days from the 1st of the month (deduction from the Live Account's balance).

Should the trader fail to pay this fee, the Funded-Tier account will be deactivated.

(b) When a live account is funded, the other funded accounts are placed in a dormant state and can no longer be traded or request payouts until authorized by Phoenix Trader Funding, which can occur only after the live account is lost or kept for at least 90 trading days.

ANNEX 1 : MINIMUM BALANCE

Account Type	Account Denomination	Initial Balance	Minimum Balance in Phase 1*	Minimum Balance in Phase 2**
Classic Accounts	25K\$	\$25.000 USD	\$23.500 USD - \$25.000 USD	\$25.000 USD
	50K\$	\$50.000 USD	\$48.000 USD- \$50.000 USD	\$50.000 USD
	100K\$	\$100.000 USD	\$97.000 USD- \$100.000 USD	\$100.000 USD
Ascension Accounts	50K\$	\$48.500 USD	\$48.500 USD	\$48.500 USD
	100K\$	\$97.000 USD	\$97.000 USD	\$97.000 USD

Phase 1*: The minimum balance of the funded account has never been equal to or greater than the initial balance

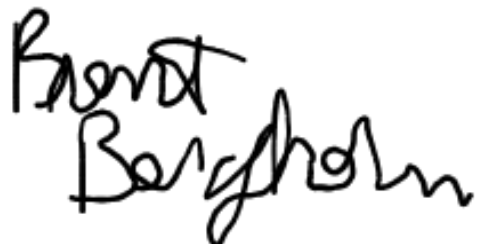
Phase 2**: The minimum balance of the funded account is equal to or greater than the initial balance.

PART XII) SIGNATURE AND ACCEPTANCE

Trader's Informations	
First Name	Brent
Second / Third Name if applicable	
Last Name	Bergherm
Address	Bergherm
Email	brentgb@gmail.com
Phone	6789386360
Social Security Number, EIN, Tax ID Number, State or Passport ID Number Note: Individual US Citizens must supply a SSN.	Driver License : 000035924068
Funded Account Terms	<p>Classic Account Evaluations- Starter (Pre-Funded)</p> <p>Starting Balance: 25.000\$</p> <p>Max contracts: 1 (10 micros)</p> <p>Profit Goal: None</p> <p>Trailing drawdown: 1500\$</p> <p>Minimum calendar day: 3</p> <p>Real-time data: Included</p> <p>Scaling: Yes</p> <p>50K\$</p> <p>Max drawdown (EOD) : 2000\$</p>
Successful challenge Account ID	PHOENIX-03660-001

■ By agreeing to use electronic signatures and records, you acknowledge that falsifying your identity or having someone other than the account owner sign the contract will void all accounts and payouts.

The Trader



Contract Creation Date:
August 24, 2025
Phoenix Trader Funding

