# FBMO

## GENERAL TERMS AND CONDITIONS

HSCM Consultants LLC, a limited liability company organised under the laws of the State of New Mexico, United States, operating under the brand name FBMO

1209 Mountain Road Pl NE, Albuquerque, NM 87110, United States

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**Effective date: 25 November 2026**

## Preamble

These General Terms and Conditions, also referred to as the Terms of Service (the

"Terms"), govern your access to and use of all services offered under the FBMO brand by HSCM Consultants LLC, a limited liability company organised under the laws of the State of New Mexico, United States, with its address at 1209 Mountain Road Pl NE, Albuquerque, NM 87110, United States (the "Company" or "FBMO"), through the website fbmo.net (the "Website").

FBMO provides sports-analysis enthusiasts with a structured, skill-based evaluation in a simulated environment that allows them to demonstrate and develop analytical skills under realistic market conditions. ALL ACCOUNTS AND ALL ACTIVITY ON THE PLATFORM ARE SIMULATED. No real money is wagered on any sporting event through FBMO's platform at any time, and FBMO does not accept wagers or deposits. FBMO is not a sportsbook, casino, or betting operator.

By registering on the Website, placing an Order, or otherwise accessing the Services, you confirm that you have read, understood, and agree to be bound by these Terms in their entirety. If you do not agree, do not use the Services. THESE TERMS CONTAIN A BINDING INDIVIDUAL ARBITRATION CLAUSE AND A CLASS ACTION WAIVER (CLAUSE 23) THAT AFFECT HOW DISPUTES ARE RESOLVED. Definitions of capitalised terms are set out in Clause 27.

## 1. Nature of Services and Legal Status

1.1 FBMO provides an educational and entertainment simulation platform designed to evaluate users' sports-analysis skills through a structured assessment programme of one or two phases (the "Evaluation Process"). Upon successful completion of the Evaluation Process, eligible users may access a simulated funded account (the "Funded Account") and may receive monetary rewards as further described in these Terms.

1.2 ALL ACCOUNTS ON THE FBMO PLATFORM — INCLUDING FUNDED ACCOUNTS — ARE ENTIRELY SIMULATED. Virtual points are used to represent theoretical stakes calculated by reference to publicly available odds. No real money is wagered on any sporting event by FBMO, by the user, or on behalf of either party through this platform at any time.

1.3 FBMO is not a sportsbook, bookmaker, casino, gambling operator, fantasy sports operator, or prediction market. FBMO does not accept wagers, does not hold deposits or balances for wagering, and does not hold a gambling licence. The Services are not offered in any jurisdiction where they would be unlawful or would require a licence that FBMO does not hold (see Clause 3). The legal treatment of the Services may differ between jurisdictions, and it is

each user's sole responsibility to verify that using the Services is lawful where they live before accessing them.

1.4 Simulated results displayed on the platform are calculated by reference to publicly available odds published by independent third parties, used solely to simulate realistic market conditions. FBMO has no affiliation with, sponsorship from, or endorsement by any such third party, and exercises no control over the odds they publish.

1.5 The Services are provided solely for educational, skill-development, and entertainment purposes. Nothing in these Terms or on the Website constitutes financial, investment, legal, or tax advice. FBMO OWES NO FIDUCIARY DUTY TO ANY USER IN CONNECTION WITH THE SERVICES.

1.6 The Challenge Fee is the price of access to FBMO's evaluation software and services. It is not a stake, wager, deposit, or contribution to any prize pool, and no part of it is placed on the outcome of any sporting event. Monetary rewards paid under the Funded Account Programme are compensation for the performance data generated by participants on the platform. FBMO and its affiliates use this performance data — including pick history, market selection patterns, timing behaviour, and risk management indicators — for internal research, analytical model development, and product improvement purposes. Rewards are paid by FBMO under these Terms, depend on the participant's demonstrated skill and compliance with the programme rules, and are not gambling winnings, prizes, or returns on any wager.

1.7 FBMO does not currently offer any account scaling, account size upgrade, or promotion programme. The Simulated Account Size selected at the time of Order is fixed for the duration of the corresponding Agreement. Should FBMO introduce an account scaling programme in the future, the applicable terms will be published on the Website and communicated to eligible users.

1.8 CONTRACTING ENTITY. The Services are provided by HSCM Consultants LLC under the FBMO brand. These Terms replace all earlier versions of the FBMO terms, including any version that identified a different entity as the provider of the Services. HSCM Consultants LLC is responsible for the obligations owed to users under those earlier versions, including accrued Reward balances, and users' existing User Accounts, Challenges, and Funded Accounts continue without interruption.

## 2. Eligible Users

2.1 Access to the Services is available exclusively to individuals and legal entities satisfying all of the following criteria:

2.1.1 If a natural person: you are at least eighteen (18) years of age, or such higher minimum age as is required by applicable law in your jurisdiction of residence (see Clause 4);

2.1.2 If a legal entity: you are duly incorporated or formed, not established or registered in a Restricted Jurisdiction, and the natural person completing registration on your behalf has full authority to bind the entity to these Terms. Where a legal entity registers, references to 'you' throughout these Terms refer to that entity, which assumes full compliance responsibility regardless of which individual accesses the Services on its behalf;

2.1.3 You are not subject to any applicable sanctions, including those administered by the U.S. Office of Foreign Assets Control (OFAC), the United Nations Security Council, the European Union, the United Kingdom, or any other competent sanctions authority, and you do not appear on any applicable sanctions list;

2.1.4 You do not reside in, are not a citizen of, and are not located in a Restricted Jurisdiction at the time of registration or at any subsequent time during your use of the Services;

2.1.5 You have not previously been permanently excluded from the Services by FBMO, and your use of the Services complies with all applicable laws and regulations in your jurisdiction of residence; and

2.1.6 You provide, at the time of registration, your full legal name and country of residence, and keep them accurate. FBMO uses this information to verify eligibility and to comply with applicable sanctions laws, and may screen it against sanctions lists at any time, including before any payout (see Clause 13.8). Failure to provide accurate information constitutes a material breach of these Terms.

2.2 By registering and placing an Order, you represent and warrant that you meet all eligibility requirements set out in this Clause 2 on a continuous basis. THESE REPRESENTATIONS ARE RENEWED AUTOMATICALLY EACH TIME YOU PLACE AN ORDER OR SUBMIT A PAYOUT REQUEST. Providing false representations constitutes a material breach of these Terms, entitling FBMO to immediate termination, forfeiture of accrued Rewards, and all other available

remedies.

2.3 If a legal entity registers for the Services and provides a business identification number, tax registration number, or similar information, that entity shall not be treated as a Consumer for the purposes of these Terms.

## 3. Restricted Jurisdictions

3.1 The Services are not available to individuals or entities located in, resident in, or citizens of the following jurisdictions (collectively, "Restricted Jurisdictions"):

3.1.1 EXCLUDED COUNTRIES AND TERRITORIES: Cuba, Iran, North Korea, Syria, Russia, Belarus, and any other country, region, or territory that is subject to comprehensive sanctions administered by OFAC, the United Nations Security Council, the European Union, or equivalent authorities, as updated from time to time. FBMO excludes the listed countries as a matter of its own policy, whether or not comprehensive sanctions apply to each of them at any given time;

3.1.2 CERTAIN JURISDICTIONS WITHIN THE UNITED STATES OF AMERICA. The following U.S. states are Restricted Jurisdictions in light of FBMO's current legal assessment of the regulatory landscape applicable to skill-based simulation platforms and analogous activities in each such state: Arizona, Arkansas, Colorado, Connecticut, Florida, Idaho, Illinois, Indiana, Iowa, Louisiana, Maryland, Massachusetts, Michigan, Montana, Nevada, New Jersey, New Mexico, New York, Ohio, Pennsylvania, Tennessee, Texas, Virginia, and Washington. FBMO's assessment of these jurisdictions is subject to ongoing review and may be updated from time to time. Users resident in or accessing the Services from these jurisdictions are not eligible regardless of their other characteristics; and

3.1.3 OTHER RESTRICTED JURISDICTIONS: Any other jurisdiction where receipt of the Services would be unlawful, would require FBMO to obtain a licence or regulatory approval not currently held, or would otherwise expose FBMO to material legal or regulatory liability, as determined by FBMO in its sole discretion.

3.2 FBMO reserves the right to modify, expand, or reduce the list of Restricted Jurisdictions at any time, with or without prior notice. The current list is published on the Website.

3.3 It is each user's sole responsibility to ascertain whether use of the Services is lawful in their jurisdiction. FBMO makes no representation that the Services are appropriate, available, or lawful in any particular location.

3.4 Use of virtual private networks ("VPNs"), proxy services, anonymising software, or any other technical means to circumvent geographical restrictions is strictly prohibited. FBMO may employ technical measures — including IP address analysis, device fingerprinting, and payment method cross-referencing — to detect circumvention attempts. Detection of any such circumvention constitutes a material breach of these Terms.

3.5 CHANGES IN ELIGIBILITY STATUS. If, during your use of the Services, you become resident or located in a Restricted Jurisdiction, or your jurisdiction of residence becomes subject to international sanctions, or you otherwise cease to satisfy the eligibility criteria in Clause 2, you must notify FBMO immediately at support@fbmo.net. FBMO may, upon becoming aware of such change, suspend your access to the Services, freeze any accrued Reward balance, and take such further action as is required under applicable law. Where the change results from international sanctions measures, applicable sanctions law shall take precedence over any contractual obligation to process Rewards.

## 4. Age Requirements

4.1 You must be at least eighteen (18) years of age to access or use the Services. In jurisdictions where a higher minimum age is prescribed by applicable law, the higher age requirement shall apply.

4.2 By registering, you represent and warrant that you satisfy the applicable minimum age requirement. FBMO reserves the right to request documentary proof of age at any time. The user shall provide the requested documentation within fourteen (14) calendar days of FBMO's request, failing which FBMO may suspend access to the Services and withhold any pending Rewards until verification is completed.

4.3 The Services are not directed at, designed for, or intended for use by minors. If FBMO becomes aware that a minor has accessed the Services, it will immediately deactivate the relevant account and delete associated data in accordance with its Privacy Policy.

## 5. Order of Services

5.1 To access the Services, you must register an account on the Website (the "User Account") by completing the registration form and creating login credentials ("Account Credentials"). You may hold only one User Account at any time. Each User Account is linked to a single, unique email address. If you require a change to your registered email address, you must submit a written request to support@fbmo.net.

5.2 After registration, you may place an order for an FBMO Challenge by selecting the Challenge format (1-Step or 2-Step) and your preferred Simulated Account Size, and completing payment (each, an "Order"). An Order is binding and creates a contractual relationship between you and FBMO upon confirmation of payment. These Terms, together with the confirmed Order, constitute the agreement between the parties (the "Agreement").

5.3 Once submitted and confirmed by payment, Order parameters cannot be changed. If you believe you have made a genuine error in your Order, you must notify FBMO at support@fbmo.net within twenty-four (24) hours of Order submission. FBMO may, entirely at its discretion, allow a one-time correction of the Simulated Account Size prior to activation, subject to payment of any applicable fee difference.

5.4 You may place multiple Orders, subject to the following limits:

5.4.1 The aggregate Simulated Account Size across all active Agreements held by a single user, or by users sharing common ownership, management, or beneficial interest, shall not exceed USD 200,000; and

5.4.2 FBMO may impose a cooldown period or suspend further Orders if it determines, acting reasonably, that a user's Order pattern is inconsistent with legitimate platform use.

5.5 All information provided during registration and in connection with any Order must be complete, accurate, truthful, and up to date. FBMO is under no obligation to independently verify the information provided.

## 6. Fees and Payment Conditions

6.1 Access to the FBMO Challenge is subject to payment of a one-time fee (the "Challenge Fee"). The applicable Challenge Fee for each Simulated Account Size, together with the corresponding per-account parameters (including minimum and maximum pick sizes, daily loss limit, and total loss limit), are displayed on the Website's checkout page at the time of Order. The fee and parameters confirmed at checkout constitute the binding terms for that Order. FBMO reserves the right to modify Challenge Fees and account parameters at any time; the amounts confirmed at checkout submission govern in all cases.

6.2 Challenge Fees and Add-on fees are payable in United States Dollars (USD) by credit card, debit card, or other methods made available on the Website. Cards are stored securely by FBMO's payment processor and are charged again only when you confirm a purchase.

6.3 The Challenge Fee is deemed paid when the full amount is credited to FBMO's account. FBMO will confirm payment and provide access to the first phase of the FBMO Challenge without undue delay. A receipt will be made available in the User Account within fourteen (14) calendar days.

6.4 Challenge Fees and Add-on fees are non-refundable, except: (i) where a statutory right of withdrawal is validly exercised in accordance with Clause 19; and (ii) for the Challenge Fee Refund described in Clause 6.6. For consumers in EU member states, the EEA, or the United Kingdom, the right of withdrawal set out in Clause 19 takes precedence over this Clause 6.4 to the extent of any conflict. In all other circumstances — including Challenge failure, account termination for breach, or voluntary cancellation — no refund will be made.

6.5 Initiating a chargeback or payment dispute in respect of a Challenge Fee or Add-on fee that was validly charged and for which the corresponding Services were made available constitutes a material breach of these Terms. In that case FBMO may suspend your access to the Services, withhold any pending Rewards while the dispute is open, and close your User Account if the dispute is resolved in FBMO's favour or is found to be abusive. This Clause does not

restrict your right to dispute an unauthorised or incorrect charge, or any other right you have under mandatory consumer or payment law.

6.6 CHALLENGE FEE REFUND. A participant whose first payout request on a Funded Account is approved will receive, together with the Reward for that payout, a one-time amount equal to the Challenge Fee actually paid for the FBMO Challenge from which that Funded Account derives (the "Challenge Fee Refund"). The Challenge Fee Refund: (i) is calculated on the amount actually paid after any discount, coupon, or promotion, and excludes Add-on fees, taxes, and payment processing or currency conversion charges; (ii) is paid in addition to the Reward and is not subject to the 80/20 split in Clause 13.1; (iii) is paid once per FBMO Challenge, by the same method as the Reward, and becomes due when that first payout request is approved; (iv) is not payable if the Funded Account fails or is terminated before a first payout request is approved, if that request is rejected under Clause 9.14, or if the Challenge Fee has been refunded or is the subject of a chargeback or payment dispute that has not been resolved in FBMO's favour; (v) is subject to the same identity, eligibility, sanctions, and anti-fraud checks as any payout; and (vi) applies to FBMO Challenges purchased on or after 25 November 2026 and to FBMO Challenges purchased earlier while this benefit was advertised on the Website. For a 1-Step Challenge, the Challenge Fee is the full price paid for that Challenge; for a 2-Step Challenge, it does not include any Skip Phase 1 or Reset fee. If the transfer is rejected or returned, Clause 13.6 applies to the Challenge Fee Refund as it does to the Reward. Except as stated in this Clause 6.6 and in Clause 19, no statement on the Website entitles any user to a refund of a Challenge Fee.

6.7 ADD-ONS. FBMO may offer optional paid features for 2-Step Challenges ("Add-ons"), including Skip Phase 1 and Reset (Clauses 8.15 and 8.16). The price of each Add-on is displayed before purchase and may change at any time; the price confirmed at the time of purchase governs.

## 7. User Account and Platform Access

7.1 You are solely responsible for maintaining the confidentiality and security of your Account Credentials. You must not share, disclose, transfer, or otherwise allow any third party to access your User Account. All activity conducted through your User Account is your sole responsibility.

7.2 You must notify FBMO immediately at support@fbmo.net upon becoming aware of any actual or suspected unauthorised access to your User Account.

7.3 You may hold only one (1) User Account at any time. Creation of duplicate or multiple accounts constitutes a material breach of these Terms. FBMO may employ technical and analytical measures including IP address analysis, device fingerprinting, browser fingerprinting, payment method cross-referencing, and behavioural pattern analysis to detect duplicate accounts.

7.4 The Services may be temporarily unavailable due to maintenance, technical failures, or circumstances beyond FBMO's reasonable control. FBMO assumes no liability for service interruptions.

7.5 FBMO reserves the right to suspend, restrict, or permanently terminate any User Account, in its sole discretion, if it determines the account is being used inconsistently with these Terms, that there is a risk of fraud or abuse, or that continued access would compromise platform integrity.

7.6 Upon termination of your User Account, all active Agreements shall terminate and all access to the Services shall cease.

## 8. The FBMO Evaluation Process

### *Overview*

8.1 FBMO offers the Evaluation Process in two formats (each, an "FBMO Challenge"): (a) the 2-Step Challenge, consisting of Phase 1 followed by Phase 2; and (b) the 1-Step Challenge, consisting of a single phase governed by the parameters that apply to Phase 2. The format is selected at the time of Order and cannot be changed afterwards. The Evaluation Process is designed to assess whether a user has the analytical discipline, risk management capability, and consistency required to participate in the FBMO Funded Account Programme. In these Terms, "phase" means Phase 1 or Phase 2 of a 2-Step Challenge or the single phase of a 1-Step Challenge, and every reference to Phase 2 parameters applies equally to the single phase of a 1-Step Challenge.

8.2 Each phase is activated when the user places their first simulated pick on the platform. There is no deadline to activate a phase, and once a phase has been activated, there is no maximum completion period for that phase (see Clause 8.9).

### *Challenge Structure — Three Independent Pillars*

8.3 Each phase is assessed across three independent pillars that operate simultaneously. Satisfying one pillar does not offset a failure in another.

8.3.1 PILLAR 1 — PROGRESS. Progress measures advancement toward the Profit Target of ten percent (10%) of the Phase Opening Balance. Each winning Valid Pick contributes to progress, but the contribution of any single winning pick is capped at the applicable Consistency Cap: fifteen percent (15%) of the Profit Target in Phase 1 of a 2-Step Challenge (equal to 1.5% of the Phase Opening Balance), and ten percent (10%) of the Profit Target in Phase 2 of a 2-Step Challenge and in the single phase of a 1-Step Challenge (equal to 1.0% of the Phase Opening Balance). Losing picks deduct their full loss from the user's progress without any cap. Progress cannot fall below zero; this does not affect the simulated account balance, which always reflects the full loss.

8.3.2 PILLAR 2 — RISK RULES. Two Risk Rules apply simultaneously: (a) Maximum Drawdown (net basis). The user's simulated account balance must not fall below ninety percent (90%) of the Phase Opening Balance at any point. Drawdown is measured on a net basis against the fixed Phase Opening Balance: winning picks and losing picks are netted against each other, and the rule is breached only when the cumulative net balance crosses the 90% threshold. It is not measured against any subsequent high-water mark. (b) Daily Loss Limit (gross basis). The gross sum of simulated losses on any single UTC+0 calendar day must not exceed five percent (5%) of the Phase Opening Balance. For the avoidance of doubt, winning picks settled on the same day do NOT offset losing picks for the purpose of this calculation. Only picks with a final settled status of Won or Lost (Valid Picks) are taken into account; unrealised losses on open picks are excluded. Breaching either Risk Rule causes immediate phase failure regardless of progress.

8.3.3 PILLAR 3 — PASSING REQUIREMENTS. Assessed only once the user has reached the Profit Target: (a) a minimum of thirty (30) Valid Picks; and (b) a minimum of five (5) Active Days.

### *Challenge Parameters*

8.4 The following parameters apply to each phase as indicated below:

| Parameter | Value |
|---|---|
| Profit Target | 10% of Phase Opening Balance |
| Consistency Cap | Phase 1 (2-Step): 15% of Profit Target per winning pick (= 1.5% of Phase Opening Balance); Phase 2 (2-Step) and 1-Step: 10% of Profit Target per winning pick (= 1.0% of Phase Opening Balance) |
| Maximum Drawdown | 10% of Phase Opening Balance (net basis; cumulative net balance vs. fixed opening reference) |
| Daily Loss Limit | 5% of Phase Opening Balance (gross basis; sum of losses only; wins do not offset; settled picks only) |
| Minimum Valid Picks | 30 per phase |
| Minimum Active Days | 5 per phase |
| Maximum Duration | No maximum completion period once activated |
| Minimum Odds | 1.50 decimal; for combinations, combined odds must be >= 1.50 |
| Minimum Stake | 0.5% of nominal Simulated Account Size per pick |
| Maximum Stake | 2% of nominal Simulated Account Size per pick |

8.5 VALID PICKS. Only picks with a final settled status of Won or Lost count as Valid Picks. Picks with a status of Void, Cancelled, or Pending do not count toward the minimum Valid Pick count, do not count as Active Days, and do not contribute to or detract from progress.

8.6 AVAILABLE SPORTS AND MARKETS. Simulated picks may be placed only on the sports, competitions, and markets made available on the platform at the time the pick is placed. FBMO may add, remove, suspend, or limit sports, competitions, and markets at any time.

8.7 COMBINATION PICKS. The platform supports picks that combine several selections. For a combination pick to be valid: it must contain at least two selections, with no more than one selection from the same event; the combined decimal odds must be at least 1.50; the stake is subject to the same 0.5% minimum and 2% maximum limits as a single pick; and the combination counts as one Valid Pick for Passing Requirements purposes. The platform may apply additional technical limits, including on the number and type of selections that can be combined and on total exposure to a single selection or event. These limits are shown or enforced when the pick is placed.

8.8 ODDS AND RESULT CALCULATION. Simulated results are calculated using the odds available on the platform at the moment the pick is confirmed and recorded (the "Pick Confirmation Time"). If a user believes a discrepancy at Pick Confirmation Time was caused by a platform malfunction rather than a genuine market movement, the user must report the issue to support@fbmo.net within forty-eight (48) hours.

8.9 MAXIMUM DURATION. Once a phase has been activated, it has no maximum completion period.

### *Passing and Failing*

8.10 A phase is PASSED when the user has simultaneously: (i) reached the Profit Target as measured by the progress calculation in Clause 8.3.1; (ii) not breached either Risk Rule at any point; (iii) completed the minimum Valid Pick count; (iv) completed the minimum Active Days count; and (v) not engaged in any Prohibited Practice.

8.11 A phase is IMMEDIATELY FAILED if: (i) the user's simulated net account balance falls below ninety percent (90%) of the Phase Opening Balance (Maximum Drawdown breach); (ii) the gross sum of simulated losses on any single UTC+0 calendar day exceeds five percent (5%) of the Phase Opening Balance (Daily Loss Limit breach); (iii) the user engages in any Prohibited Practice; or (iv) the user commits any other material breach of these Terms.

8.12 FBMO has no obligation to evaluate a completed phase if the user has unsettled open picks at the time of the evaluation request. If open picks cannot be settled due to a technical issue attributable to FBMO, the user must report the issue to support@fbmo.net within forty-eight (48) hours.

8.13 In a 2-Step Challenge, upon successful completion of Phase 1, access to Phase 2 will be granted at no additional charge. Upon successful completion of Phase 2 of a 2-Step Challenge, or of the single phase of a 1-Step Challenge, the user becomes eligible for the Funded Account Programme, subject to the criteria in Clause 8.14.

8.14 Successful completion of the Evaluation Process does not automatically guarantee admission to the Funded Account Programme. FBMO may decline to admit a user only where: (i) admission would cause the aggregate Simulated Account Size to exceed USD 200,000; (ii) FBMO has reasonable grounds to believe the user engaged in Prohibited Practices; or (iii) the user does not satisfy the eligibility criteria in Clause 2 at the time of admission.

### *Add-ons: Skip Phase 1 and Reset*

8.15 SKIP PHASE 1. Where offered in the User Account, a user in Phase 1 of a 2-Step Challenge may purchase the Skip Phase 1 Add-on, which ends Phase 1 and gives direct access to Phase 2. Skip Phase 1 is not available for 1-Step Challenges.

8.16 RESET. Where offered in the User Account, a user in Phase 1 of a 2-Step Challenge may purchase a Reset, which restarts Phase 1 of the same FBMO Challenge with a Phase Opening Balance equal to the nominal Simulated Account Size and with progress, Valid Pick count, and Active Day count returned to zero. A Reset is available only when, and for as long as, the eligibility conditions shown in the User Account are met. Reset is not available for 1-Step Challenges, for Phase 2, or for Funded Accounts.

8.17 A payment link generated for an Add-on may expire shortly after it is generated. FBMO may modify or withdraw any Add-on at any time for future purchases; an Add-on already purchased is not affected.

## 9. The FBMO Funded Account Programme

### *Overview*

9.1 Upon successful completion of the Evaluation Process and satisfaction of the admission criteria in Clause 8.14, FBMO will grant the user access to a Funded Account (the

"Programme"). The Funded Account is, at all times, a simulated account. No real money is wagered on any sporting event in connection with the Funded Account. Rewards paid to participants under the Programme are governed by Clauses 9 and 13.

### *Identity and Eligibility Verification at Admission*

9.2 IDENTITY AND ELIGIBILITY VERIFICATION AT ADMISSION. Prior to activating a Funded Account, FBMO may require the participant to provide basic identity verification, including government-issued photo identification and proof of address. Date of birth, national identification number, and payment account documentation are not required at this stage and will instead be requested at the point of the participant's first payout request, in accordance with Clause 13.7, or earlier where necessary to resolve a sanctions screening hold. The participant must provide any requested documentation within fourteen (14) calendar days of FBMO's request, failing which FBMO may suspend access to the Funded Account until verification is completed.

9.3 The Funded Account has the same nominal Simulated Account Size as the phases completed during the Evaluation Process. The opening balance of the Funded Account constitutes the initial Baseline for payout purposes (the "Baseline"). The Baseline resets upon submission of each payout request, immediately after the payout deduction described in Clause 9.12.1.

### *Risk Rules in the Funded Account*

9.4 The following Risk Rules apply continuously throughout the Funded Account Programme:

9.4.1 Maximum Drawdown (net basis; payout-adjusted trailing floor). The Funded Account is subject to a Maximum Drawdown equal to ten percent (10%) of the nominal Simulated Account Size. At activation, the loss limit is ninety percent (90%) of the nominal Simulated Account Size. After each payout request, once the requested amount has been deducted from the simulated account balance, the applicable loss limit will be recalculated as the greater of: (a) the existing loss limit; and (b) the participant's Net Simulated Balance immediately after the payout deduction minus ten percent (10%) of the nominal Simulated Account Size. The loss limit never decreases. Ordinary winning picks do not, by themselves, increase the loss limit. If the Net Simulated Balance falls to or below the applicable loss limit, the Funded Account fails.

9.4.2 Daily Loss Limit (gross basis). The gross sum of simulated losses on any single UTC+0 calendar day must not exceed five percent (5%) of the nominal Simulated Account Size. Winning picks settled on the same day do not offset losing picks for this calculation. Only picks with a final settled status of Won or Lost are taken into account; unrealised losses on open picks are excluded.

9.5 Breach of either Risk Rule results in immediate Funded Account failure. A failed Funded Account cannot be reinstated. The treatment of any accrued Reward balance upon failure is governed by Clause 13.11.

### *Stake Rules in the Funded Account*

9.6 All picks placed on the Funded Account must comply with the following stake rules, calculated as a percentage of the nominal Simulated Account Size:

9.6.1 Minimum stake per pick: 0.5% of the nominal Simulated Account Size; and

9.6.2 Maximum stake per pick: 2% of the nominal Simulated Account Size.

9.7 FUNDED PAYOUT CONSISTENCY RULE. The Consistency Cap applicable during the Evaluation Process does not apply as a passing requirement in the Funded Account. However, payout eligibility in the Funded Account is subject to a separate Funded Payout Consistency Rule. During each payout cycle, each winning Valid Pick may contribute to Eligible Payout Profit only up to ten percent (10%) of the nominal Simulated Account Size (the

"Funded Payout Contribution Cap"). Any profit above that contribution cap remains part of the Net Simulated Balance but is treated as Locked Simulated Profit and is not available for payout. Each losing Valid Pick deducts its

full loss from Eligible Payout Profit. This rule affects only payout eligibility and the maximum payout request amount. It does not reduce the Net Simulated Balance.

9.8 The minimum odds requirement of 1.50 (decimal), the Valid Pick definition, and the combination pick rules set out in Clauses 8.5, 8.6, and 8.7 apply equally to the Funded Account.

### *Payout Eligibility*

9.9 FIRST PAYOUT. A participant becomes eligible to submit their first payout request when all of the following conditions are simultaneously satisfied: (i) the Withdrawable Simulated Profit for the current payout cycle is at least ten percent (10%) of the nominal Simulated Account Size; (ii) the participant has completed a minimum of thirty (30) Valid Picks; and (iii) the participant has been active for a minimum of fourteen (14) Active Days.

9.10 SUBSEQUENT PAYOUTS. Following the first payout request, the participant becomes eligible for further payout requests when: (i) the Withdrawable Simulated Profit for the current payout cycle is greater than zero; (ii) at least fourteen (14) calendar days have elapsed since the date of submission of the immediately preceding payout request; and (iii) the participant has completed a minimum of twenty (20) Valid Picks since the date of submission of the immediately preceding payout request.

9.11 A participant may not submit a payout request if: (i) they have any unsettled open picks at the time of the request; or (ii) a previously submitted payout request is still pending administrative processing.

9.11A MAXIMUM PAYOUT REQUEST AMOUNT. The maximum amount that may be requested in any payout request is the Withdrawable Simulated Profit available at the time of submission. Locked Simulated Profit may not be requested, paid out, or treated as an accrued Reward.

### *Payout Mechanics — Baseline and Cycle Reset*

9.12 Upon submission of a payout request, the following occurs simultaneously and automatically:

9.12.1 The full amount requested (100%) is immediately deducted from the participant's simulated account balance;

9.12.2 An administrative payment order is generated for eighty percent (80%) of the requested amount (the "Reward"); and

9.12.3 The Baseline resets to the participant's simulated account balance after the deduction in Clause 9.12.1. The new payout cycle commences on the date of the payout request.

9.12.4 The Eligible Payout Profit for the payout cycle resets to zero.

9.12.5 The applicable Maximum Drawdown loss limit is recalculated in accordance with Clause 9.4.1.

9.13 The participant may continue placing picks using the remaining balance while the administrative payment order is pending.

### *Rejected Payout Requests*

9.14 FBMO reserves the right to reject a payout request where it has reasonable grounds to determine that the participant engaged in Prohibited Practices in connection with the profits giving rise to the request. A rejection has the following non-reversible consequences absent a successful appeal under Clause 12:

9.14.1 The amount deducted from the simulated account balance is NOT returned;

9.14.2 The Baseline reset IS NOT reversed; and

9.14.3 The payout cycle reset IS NOT reversed. The participant must satisfy all payout eligibility conditions afresh from the new Baseline.

9.15 FBMO will notify the participant of any rejection and the general basis for it. The participant may invoke the appeals process in Clause 12 within fourteen (14) calendar days of receiving notice of the rejection.

### *Funded Account Failure*

9.16 If the participant breaches either Risk Rule on the Funded Account, the account is immediately marked as failed and all activity ceases. A failed Funded Account cannot be reinstated. To continue participating in the Programme, the participant must purchase a new FBMO Challenge.

9.17 Participants may not hold Funded Accounts with an aggregate nominal Simulated Account Size exceeding USD 200,000 at any time.

## 10. Rules of Simulated Activity

10.1 All picks must be placed personally by you and may not be placed by or in coordination with any third party.

10.2 You must conduct your simulated activity in a manner consistent with disciplined bankroll management and genuine analytical intent.

10.3 The Daily Loss Limit is calculated on a rolling UTC+0 calendar day basis, resetting at 00:00:00 UTC. The calculation is performed on a gross basis: only the sum of losses from picks settled during that UTC+0 day is taken into account, and winning picks settled on the same day do not offset losing picks. Unrealised losses on open picks that remain unsettled at 00:00:00 UTC are not included in the Daily Loss calculation for that day; such picks will be incorporated into the relevant calculation only on the UTC+0 day on which they settle.

10.4 You acknowledge that FBMO monitors your simulated activity and may use and share anonymised performance data as described in Clauses 1.6 and 25.

10.5 FBMO reserves the right to impose additional account-level restrictions where it determines such restrictions are necessary to preserve platform integrity.

## 11. Prohibited Practices

11.1 The following practices are strictly prohibited at all times (collectively,

"Prohibited Practices"):

11.1.1 ACCOUNT SHARING AND DELEGATION. Sharing, selling, lending, or otherwise transferring access to your User Account or platform credentials to any third party; allowing any third party to place simulated picks on your behalf or in coordination with you.

11.1.2 MULTIPLE ACCOUNTS. Creating, accessing, or operating more than one User Account simultaneously, whether under your own name or any alias or third-party identity.

11.1.3 USE OF AUTOMATED TOOLS AND EXTERNAL SOFTWARE. Using bots, scripts, algorithms, artificial intelligence tools, staking calculators, or any automated or semi-automated means to analyse, select, or place simulated picks without FBMO's prior written consent. A pattern of picks placed with machine-like timing regularity, or pick volumes inconsistent with human analytical capacity, may be treated by FBMO as evidence of automated activity and may lead to a review of the account and, where the evidence supports it, to enforcement action.

11.1.4 EXPLOITATION OF PLATFORM ERRORS. Deliberately taking advantage of technical errors, glitches, pricing discrepancies, or system delays to generate artificial simulated profits or circumvent platform rules.

11.1.5 ARBITRAGE AND COORDINATED HEDGING. Placing simulated picks in a coordinated manner across multiple accounts with the intent of locking in guaranteed simulated profits regardless of outcome.

11.1.6 FILLER PICKS. Placing simulated picks solely for the purpose of meeting the minimum Valid Pick count or minimum Active Days requirements without genuine analytical intent.

11.1.7 CIRCUMVENTION OF GEOGRAPHICAL RESTRICTIONS. Accessing the Services from a Restricted Jurisdiction or using VPNs, proxies, or other technical means to mask your true geographical location.

11.1.8 PROVISION OF FALSE INFORMATION. Providing false, misleading, or fraudulent information at registration, in connection with an Order, in connection with a payout request, or at any other time, including without limitation false representations regarding your jurisdiction of residence or eligibility under Clause 2.

11.1.9 UNDISCIPLINED OR CHANCE-DRIVEN BEHAVIOUR. Engaging in simulated pick patterns that reflect chance-driven or all-or-nothing behaviour rather than disciplined analytical practice. Objective indicators include: (i) attempting to exceed the maximum stake of two percent (2%) of the nominal Simulated Account Size on a single outcome, including by splitting the stake across equivalent selections; (ii) placing picks on five or more simultaneous events with maximum or near-maximum stakes; (iii) placing picks exclusively on very high odds selections (above 10.00 decimal) in a systematic or repeated manner; and (iv) any other pattern inconsistent with disciplined skill-based analysis in FBMO's reasonable assessment.

11.1.10 ANY OTHER CONDUCT designed to circumvent the spirit and intent of the Evaluation Process or Funded Account Programme, or to exploit the payout mechanics for purposes unrelated to genuine skill demonstration.

11.2 FBMO may update the list of Prohibited Practices from time to time. The current list is published on the Website.

## 12. Consequences of Violations; Appeals Process

### *Enforcement Actions*

12.1 If FBMO determines, acting reasonably and on the basis of available evidence, that you have engaged in any Prohibited Practice or have otherwise materially breached these Terms, FBMO may, without prior notice, take any one or more of the following actions:

12.1.1 Treat the relevant FBMO Challenge phase or Funded Account as immediately failed or terminated;

12.1.2 Cancel, void, or reclassify any or all simulated picks placed in violation of these Terms;

12.1.3 Immediately suspend or permanently terminate your access to the Services;

12.1.4 Cancel any pending or approved payout requests and forfeit any accumulated simulated profits associated with the violation;

12.1.5 Permanently ban you from registering any future User Account; and/or

12.1.6 Pursue any legal or equitable remedy available under applicable law.

12.2 FBMO will endeavour to notify you of enforcement action via your registered email address. It is not required to provide advance notice before taking action.

12.3 If Prohibited Practices are identified on accounts that FBMO reasonably determines to be connected — based on shared payment methods, shared devices, shared IP addresses, or coordinated pick patterns — FBMO may take enforcement action against all such accounts simultaneously.

### *Appeals Process*

12.4 If FBMO takes enforcement action against your account under this Clause 12, or rejects a payout request under Clause 9.14, you may submit a written appeal to support@fbmo.net within fourteen (14) calendar days of receiving notice of the action. Your appeal must include: (a) your account identifier; (b) a clear statement of the grounds for your appeal; and (c) any supporting documentation or evidence.

12.5 FBMO will acknowledge receipt of your appeal within five (5) Business Days and will provide a substantive written response within thirty (30) calendar days of receipt. During the appeals period, suspended Rewards will be held pending the outcome and will not be permanently forfeited solely by reason of the pendency of the appeal.

12.6 FBMO's decision following the appeals process is final and binding, subject only to the dispute resolution procedure in Clause 23. If an appeal succeeds, FBMO will reverse the effects of the action appealed, including by reinstating the account or the simulated balance deducted or, where that is not practicable, by paying the Reward that would otherwise have been due.

## 13. Payouts and Reward Mechanics

### *Reward Split*

13.1 Participants in the Funded Account Programme who submit eligible payout requests are entitled to receive a monetary reward equal to eighty percent (80%) of the amount requested (the "Reward"). The remaining twenty percent (20%) is retained by FBMO as consideration for the platform, data infrastructure, and analytical services provided. For the avoidance of doubt, the Reward is calculated on the approved gross payout request amount, not on the participant's total Net Simulated Balance or any Locked Simulated Profit. The nature and legal characterisation of Rewards are governed by Clause 1.6.

### *Payout Eligibility*

13.2 Payout eligibility conditions are set out in full in Clauses 9.9 through 9.11A.

### *Minimum Payout Amount*

13.3 A minimum payout threshold may apply to payout requests. Any applicable minimum is displayed in the User Account or on the Website and may be updated by FBMO at any time for future requests.

### *Processing Time*

13.4 FBMO aims to process approved payout requests within twenty-four (24) hours of approval. A payout request is approved once FBMO has completed its review of the request, including any identity, eligibility, sanctions, or anti-fraud checks. Delays caused by those checks, by payment providers, banks, or blockchain networks, or by other circumstances beyond FBMO's reasonable control do not constitute a breach of these Terms.

### *Payment Methods*

13.5 Rewards will be paid via one of the following methods, as selected by the participant at the time of the payout request and subject to availability:

13.5.1 Bank transfer — transfer to a verified bank account held in the participant's own name;

13.5.2 PayPal — transfer to a verified PayPal account registered in the participant's own name; or

13.5.3 Cryptocurrency — by on-chain transfer to a wallet address verified as belonging to the participant.

13.5A FBMO reserves the right to add, remove, or temporarily suspend any payout method at any time, and to determine which methods are available to a given participant based on jurisdiction, compliance requirements, or operational considerations. The availability of a particular method at the time of one payout request does not guarantee its availability for future requests.

13.6 If a payout transfer is rejected or returned by the receiving institution for any reason, FBMO will notify the participant via email. The participant must provide corrected payment details within fourteen (14) calendar days; failure to do so will result in the payout request being cancelled and the amount returned to the participant's Reward balance.

### *Identity Verification*

13.7 All payout requests are subject to FBMO's standard review. Prior to processing a participant's first payout request, FBMO will require the participant to complete full identity verification, including date of birth, national identification number, and payment account documentation, in addition to any documentation previously provided under Clause 9.2. FBMO may also require updated or supplementary documentation at any subsequent payout request where reasonably necessary. When requested, the participant must provide the required documentation within fourteen (14) calendar days. If documentation remains outstanding after sixty (60) calendar days, FBMO may cancel the specific payout request; however, the underlying accrued Reward balance will remain credited to the account. FBMO shall not permanently forfeit an accrued Reward balance solely on the grounds of a failure to complete identity verification, unless the user is found to be ineligible under Clause 2 or to have engaged in a Prohibited Practice.

### *Sanctions Screening*

13.8 SANCTIONS SCREENING. FBMO is subject to United States sanctions laws and will not make any payment that those or any other applicable sanctions laws prohibit. FBMO may screen participants against applicable sanctions lists (including lists maintained by OFAC, the United Nations, the European Union, and the United Kingdom) at registration,

before any payout, or at any other time, itself or through a third-party provider.

13.8.1 If screening produces a potential match, FBMO may place the payout on hold while it reviews the match and may request additional identifying information, including date of birth or national identification number. FBMO will tell the participant that a hold applies unless the law prevents it from doing so.

13.8.2 If the review shows that the match is a false positive, the payout will be released and processed in accordance with Clause 13.4.

13.8.3 If FBMO determines that the participant is a sanctioned person or that the payment would be prohibited, the payout will be blocked, the accrued Reward balance will be frozen, and FBMO will take any further action required by law, which may include reporting to the competent authorities.

13.8.4 FBMO's obligation to comply with sanctions law takes precedence over any contractual obligation to process a payout, and FBMO shall have no liability to any participant in connection with any hold, block, or report made in good faith.

### *Tax Obligations*

13.9 Participants are solely responsible for all taxes, duties, levies, and governmental charges arising from the receipt of any Reward in their jurisdiction of residence, including the characterisation of such Rewards for tax purposes under applicable local law. Participants acknowledge that FBMO's contractual characterisation of Rewards as compensation for performance data does not bind any tax authority and may differ from the tax treatment applied by their local revenue authority. FBMO does not provide tax advice and strongly recommends that participants seek independent tax advice from a qualified adviser in their jurisdiction before submitting any payout request. Where FBMO is required by applicable law to make any tax withholding or reporting in connection with Rewards paid, it will do so and may request such information and documentation from participants as is necessary to fulfil those obligations. In particular, FBMO may require participants to provide tax documentation (for example, IRS Form W-9 or Form W-8BEN, or their equivalents) before any payout, and may report payments to tax authorities and withhold tax where the law requires it.

13.10 Rewards are personal to the participant and may not be assigned, transferred, pledged, or otherwise disposed of to any third party without FBMO's prior written consent.

### *Treatment of Accrued Rewards Upon Account Failure or Termination*

13.11 The treatment of any accrued Reward balance upon termination or failure of a Funded Account depends on the reason for termination:

13.11.1 Failure due to breach of Risk Rules: The participant retains any Reward balance that had accrued and was eligible for payout before the breach event. The participant may claim it by submitting a payout request through the User Account or, if the User Account does not allow it, by email to support@fbmo.net, within ninety (90) calendar days of the failure notice. If the balance is not claimed within that period, the right to claim it lapses. This does not apply to a Reward for which a payout request has already been approved, which remains payable.

13.11.2 Failure or termination due to Prohibited Practices or material breach: All accrued Reward balances are forfeited in their entirety. The participant may challenge this determination through the appeals process in Clause 12.4.

13.11.3 Voluntary termination by participant: The participant may request a final payout of any Reward balance that is eligible for payout at the date of the termination notice, within ninety (90) calendar days of that notice, in the manner described in Clause 13.11.1.

### *Dormant Accounts*

13.12 If a participant does not access the User Account, place any Valid Pick, or submit a payout request on a Funded Account for a continuous period of twelve (12) months, FBMO may send a dormancy notice to the participant's registered email address. If the participant does not respond within ninety (90) calendar days of that notice, FBMO may close the Funded Account. This Clause applies only to simulated balances for which no payout request has been submitted. A Reward that has been approved but not yet paid is never forfeited under this Clause and will be handled in accordance with any applicable unclaimed property law. This Clause does not affect balances that are subject to a

legal hold, sanctions hold, or ongoing investigation, which are governed by Clauses 13.8 and 14.

13.13 CONCURRENT HOLDS. Where two or more of the regimes described in Clause 13.7 (identity verification), Clause 13.8 (sanctions screening), and Clause 14.4 (financial crime freeze) apply simultaneously to a single participant, the regime imposing the more restrictive outcome on payout processing shall prevail until all applicable holds have been resolved. The resolution of one hold does not automatically release holds imposed under a separate regime.

## 14. Financial Crime Prevention

14.1 FBMO does not permit the Services to be used for money laundering, fraud, sanctions evasion, or any other financial crime. By using the Services, you represent and warrant that: (a) all funds used to pay any Challenge Fee or Add-on are derived from legitimate sources and are paid with a payment method you are authorised to use; (b) you are not using the Services for the purpose of laundering the proceeds of any criminal activity; and (c) any Reward received from FBMO will not be used in furtherance of any illegal activity.

14.2 FBMO may carry out identity verification, screening, transaction monitoring, and enhanced checks at any time, and may request information and documentation from users for these purposes. Users agree to cooperate fully and promptly.

14.3 FBMO may report suspected unlawful activity to law enforcement or other competent authorities where it considers this appropriate or where the law requires it, without prior notice to the user. FBMO shall have no liability to any user in connection with any report made in good faith.

14.4 FBMO may decline to process any payout, and may freeze or forfeit any accrued Reward balance, where it has reasonable grounds to suspect that a user or the Reward balance is connected to money laundering, fraud, or other financial crime.

## 15. Use of the Website, Services, and Content

15.1 FBMO grants you a limited, personal, non-exclusive, non-transferable, revocable licence to access and use the Website and Services solely for the purposes contemplated by these Terms.

15.2 You agree that you will not, under any circumstances: (i) use any automated tool, scraper, or crawler to extract content from the Website without FBMO's prior written consent; (ii) reverse engineer, decompile, or disassemble the platform; (iii) introduce or transmit any malware or malicious code; (iv) attempt to gain unauthorised access to any part of the Website; or (v) use the Services for any unlawful purpose.

15.3 USE OF THE PLATFORM. The Services are an educational and entertainment simulation platform. Users are encouraged to use the Services in a manner consistent with the educational purposes for which they are designed. FBMO reserves the right to implement activity limitation features at its discretion.

## 16. Intellectual Property

16.1 All content on the Website and platform — including text, graphics, logos, icons, data, software, platform architecture, and the overall look and feel (collectively, the "Content") — is the exclusive property of FBMO or its licensors and is protected by applicable intellectual property laws.

16.2 No Content may be reproduced, distributed, publicly displayed, transmitted, or modified without FBMO's prior express written consent.

16.3 Any feedback, suggestions, or ideas you submit to FBMO regarding the Services may be used by FBMO without restriction or compensation. You irrevocably assign to FBMO all intellectual property rights in such feedback.

## 17. Disclaimer and Limitation of Liability

17.1 THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FBMO EXPRESSLY DISCLAIMS ALL

WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY.

17.2 FBMO DOES NOT WARRANT THAT: (A) THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (B) THE THEORETICAL RESULTS DISPLAYED ON THE PLATFORM WILL ACCURATELY REFLECT OUTCOMES ACHIEVABLE IN REAL-WORLD BETTING MARKETS; OR (C) ANY PARTICULAR OUTCOME, REWARD, OR LEVEL OF PERFORMANCE WILL BE ACHIEVED.

17.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FBMO, ITS MEMBERS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY.

17.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FBMO'S TOTAL AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT OF THE CHALLENGE FEE ACTUALLY PAID BY YOU FOR THE SPECIFIC ORDER TO WHICH THE CLAIM RELATES. THIS LIMIT DOES NOT APPLY TO FBMO'S OBLIGATION TO PAY REWARDS AND CHALLENGE FEE REFUNDS THAT HAVE BECOME DUE UNDER THESE TERMS.

17.5 FBMO is not responsible for any real-money betting decisions you make in reliance on information, results, or data obtained through the Services. The Services are simulation-only and any decisions you make based on platform data outside the Services are entirely at your own risk.

## 18. Indemnification

18.1 You agree to indemnify, defend, and hold harmless FBMO, its members, officers, employees, agents, successors, and assigns (collectively, the "FBMO Parties") from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to: (i) your access to or use of the Services; (ii) your violation of any provision of these Terms; (iii) your violation of any applicable law or regulation; or (iv) your infringement of any third-party rights.

18.2 FBMO reserves the right to assume exclusive control of the defence of any matter subject to indemnification by you. You may not settle any such claim without FBMO's prior written consent.

## 19. Right of Withdrawal

19.1 If you are a consumer located in a jurisdiction that affords a statutory right of withdrawal or cancellation in respect of online purchases — including consumers protected by the laws of European Union member states, the European Economic Area, the United Kingdom, or jurisdictions with equivalent statutory rights — you may withdraw from an Agreement within fourteen (14) calendar days of the date on which the Agreement was concluded, without providing a reason.

19.2 If, at checkout, you expressly ask FBMO to begin providing the Services during the fourteen (14) day withdrawal period and acknowledge the consequences, you may still withdraw until the Services have been fully performed, but you must pay for the Services provided up to the time of withdrawal. That amount is calculated in proportion to the number of Valid Picks you have placed relative to the minimum number of Valid Picks required to complete the Evaluation Process you ordered, up to the full Challenge Fee, and FBMO will refund any balance. You lose the right of withdrawal once the Services have been fully performed. If you did not make that express request, activating the FBMO Challenge does not affect your right of withdrawal.

19.3 To exercise your right of withdrawal, you must notify FBMO at support@fbmo.net, clearly stating your intention to withdraw and your Order reference. Upon receipt of a valid withdrawal notice, FBMO will refund the amount due within fourteen (14) calendar days using the original payment method.

19.4 Where no statutory right of withdrawal applies — including where you have registered as a business or legal entity, where the Services have been fully performed, or where no such right exists under applicable law — Challenge Fees are non-refundable, except as provided in Clause 6.6.

## 20. Duration and Termination

20.1 Each Agreement commences on the date of Order confirmation and continues through the Evaluation Process and, if the user is admitted to the Funded Account Programme, for as long as the resulting Funded Account remains active, until it ends by failure or termination in accordance with these Terms.

20.2 An Agreement terminates automatically and with immediate effect upon: (i) your death or, in the case of a legal entity, a filing for insolvency, liquidation, or dissolution; (ii) your registration of a duplicate account; or (iii) a modification to these Terms that you have validly rejected under Clause 22.

20.3 FBMO may terminate any Agreement with immediate effect upon: (i) material breach by you of any provision of these Terms; (ii) your engagement in any Prohibited Practice; (iii) FBMO's determination that provision of the Services would violate any applicable law; or (iv) your failure to satisfy the eligibility criteria in Clause 2 at any time.

20.4 You may terminate an Agreement at any time by written notice to support@fbmo.net. FBMO may terminate an Agreement without cause on thirty (30) calendar days' written notice. Where FBMO terminates a Funded Account without cause, the participant may, until ninety (90) calendar days after the termination takes effect, request payout of the Withdrawable Simulated Profit standing on the account at the date of FBMO's notice, and the minimum Active Day, Valid Pick, and interval conditions in Clauses 9.9 and 9.10 do not apply to that request. Where the participant terminates, Clause 13.11.3 applies.

20.5 Clauses 1, 12 (in respect of actions taken before termination), 13 (to the extent of accrued Reward rights not forfeited by breach), 16, 17, 18, 23, 24, 25, and 26 shall survive termination of any Agreement.

20.6 CONTINUITY OF OBLIGATIONS ON CORPORATE TRANSACTIONS. In the event of a merger, acquisition, restructuring, sale of all or substantially all of FBMO's business or assets, or transfer of the Services to a successor entity, FBMO shall procure that the successor entity assumes all of FBMO's outstanding payment obligations to participants in respect of accrued Reward balances, and is bound by obligations to participants no less protective than those set out in these Terms. FBMO will provide reasonable notice to users of any such transaction.

## 21. Technical Issues and Complaints

21.1 If you experience any technical issue with the platform, you must report it as soon as reasonably practicable by contacting FBMO at support@fbmo.net or via https://t.me/fbmo_support.

21.2 If you continue to place simulated picks after observing a technical issue but before receiving a response from FBMO, you do so at your own risk.

21.3 Complaints may be submitted to support@fbmo.net. FBMO will acknowledge receipt promptly and will endeavour to resolve the complaint within thirty (30) calendar days.

## 22. Amendments to These Terms

22.1 FBMO reserves the right to amend these Terms at any time. FBMO will provide notice of any material amendment at least seven (7) calendar days before it takes effect, by posting updated Terms on the Website and notifying registered users via their registered email address or User Account dashboard.

22.2 Your continued use of the Services after the effective date of any amendment constitutes acceptance of the amended Terms. If you do not agree with an amendment, you must notify FBMO at support@fbmo.net before the effective date.

22.3 TRANSITION TO THIS VERSION. This version of the Terms takes effect on 25 November 2026. For users who registered before that date: (i) FBMO will give notice of this version at the user's registered email address at least seven (7) calendar days before that date; (ii) User Accounts, FBMO Challenges, Funded Accounts, and accrued Reward balances continue as stated in Clause 1.8; (iii) a user who does not agree to this version may terminate under Clause 20.4, in which case Clause 13.11.3 applies, and any payout request approved before termination remains payable; and (iv) the period for opting out of arbitration under Clause 23.8 runs for thirty (30) calendar days from 25 November 2026.

## 23. Dispute Resolution and Arbitration

### *Informal Resolution*

23.1 Before initiating any formal dispute resolution process, the parties agree to attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to these Terms or the Services (a "Dispute") through direct negotiation. You must first notify FBMO of the Dispute by sending a written description to support@fbmo.net. The parties will have thirty (30) calendar days from the date of that notice to attempt informal resolution.

### *Binding Arbitration*

23.2 If the Dispute is not resolved through informal negotiation, it shall be finally and exclusively resolved by binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in effect when the arbitration is commenced or, where the claimant is not a consumer, its Commercial Arbitration Rules. The arbitration shall be conducted in the English language by a single arbitrator and, unless the parties agree otherwise, by video conference or on written submissions; any in-person hearing shall take place in the State of New Mexico or at another location required by the AAA rules. FBMO will pay the arbitration fees that the applicable AAA rules allocate to the business. If the AAA is unavailable or declines to administer the arbitration, the parties shall agree on another administrator or, failing agreement, a court of competent jurisdiction shall appoint the arbitrator. The United States Federal Arbitration Act governs the interpretation and enforcement of this Clause 23.

23.3 The arbitrator's decision shall be final, binding, and enforceable in any court of competent jurisdiction. The arbitrator shall have authority to award any remedy a court of competent jurisdiction could award, except that punitive damages shall not be awarded except as expressly authorised by applicable law.

### *Class Action Waiver*

23.4 YOU AND FBMO EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. If any Dispute proceeds in court rather than in arbitration, you and FBMO each waive any right to a jury trial and any right to participate as a class representative or class member in any class action. If this waiver is found unenforceable in respect of any claim, that claim shall be severed and decided in court, and all other claims shall remain in arbitration. This class action waiver does not apply to the extent prohibited by applicable mandatory consumer protection law in the user's jurisdiction of residence.

### *Exceptions*

23.5 Either party may: (a) bring an individual claim in a small claims court of competent jurisdiction where the claim qualifies; and (b) seek emergency injunctive or other equitable relief from a court of competent jurisdiction to prevent irreparable harm pending the outcome of arbitration, without waiving the right to arbitrate the underlying Dispute.

23.6 To the extent permitted by applicable law, any Dispute must be initiated within one (1) year of the date on which the relevant cause of action arose, after which it shall be permanently time-barred.

23.7 CONSUMER PROTECTIONS — MANDATORY RIGHTS. If you are a consumer ordinarily resident in the European Union, European Economic Area, or United Kingdom, nothing in this Clause 23 shall deprive you of the protection of mandatory provisions of the law of your country of residence, including any right to bring proceedings in the courts of your country of residence that cannot be waived by contract. The choice of law in Clause 24 shall not deprive you of the protection afforded by mandatory provisions of the law of your country of residence.

23.8 RIGHT TO OPT OUT. You may opt out of arbitration under this Clause 23 by sending an email to support@fbmo.net from your registered email address within thirty (30) calendar days of first accepting these Terms or, for users who registered before 25 November 2026, within the period stated in Clause 22.3, stating your full name and that you opt out of arbitration. Opting out does not affect any other provision of these Terms.

## 24. Governing Law

24.1 These Terms and all Agreements concluded hereunder, and any non-contractual obligations arising therefrom, shall be governed by and construed in accordance with the laws of the State of New Mexico, United States, without regard to conflict of laws principles, and, as regards Clause 23, by the United States Federal Arbitration Act.

24.2 To the extent that any Dispute is not subject to arbitration under Clause 23, the parties submit to the exclusive jurisdiction of the state and federal courts located in the State of New Mexico, United States, subject to the mandatory consumer rights preserved by Clause 23.7.

## 25. Privacy and Data

25.1 FBMO processes personal data in accordance with its Privacy Policy, available at https://fbmo.net/privacy-policy/, which is incorporated into these Terms by reference.

25.2 FBMO may collect, retain, process, and use data relating to your simulated activity for operating and improving the Services, internal research, and, in anonymised form, for business analytics. As noted in Clauses 1.6 and 10.4, this data constitutes a genuine commercial asset and the commercial basis for the Reward structure.

25.3 You must inform FBMO at support@fbmo.net if you use the same payment instrument to access the Services across more than one User Account.

## 26. General Provisions

26.1 ENTIRE AGREEMENT. These Terms, together with any Order confirmation and the Privacy Policy, constitute the entire agreement between you and FBMO and supersede all prior agreements, representations, and understandings. This does not affect Clause 1.8 or any Reward balance accrued under earlier versions of these Terms.

26.2 SEVERABILITY. If any provision of these Terms is held invalid, illegal, or unenforceable, it will be modified to the minimum extent necessary to make it enforceable. The remaining provisions will continue in full force and effect.

26.3 WAIVER. No failure or delay by FBMO in exercising any right or remedy shall constitute a waiver of that right.

26.4 ASSIGNMENT. FBMO may assign, transfer, or delegate any of its rights or obligations to any affiliate, successor, or acquirer without your consent. You may not assign, transfer, or delegate any of your rights or obligations without FBMO's prior written consent.

26.5 FORCE MAJEURE. FBMO shall not be liable for any delay or failure in performing its obligations to the extent such delay or failure results from causes beyond FBMO's reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, governmental action, labour disputes, internet or telecommunications failures, cyberattacks, failure of third-party odds providers, regulatory changes, banking de-risking measures, or updates to applicable sanctions lists.

26.6 LANGUAGE. These Terms are drafted and executed in the English language, which shall be the authoritative version.

26.7 COMMUNICATION. All official legal notices from FBMO to you will be delivered electronically to your registered email address and shall be deemed received twenty-four (24) hours after sending, unless FBMO receives notice that delivery failed. Official legal notices to FBMO must be sent to support@fbmo.net.

26.8 NO PARTNERSHIP OR AGENCY. Nothing in these Terms creates any partnership, joint venture, agency, franchise, or employment relationship between you and FBMO.

26.9 THIRD-PARTY BENEFICIARIES. These Terms do not confer any rights or remedies upon any third party unless expressly stated.

26.10 HEADINGS. Section and clause headings are included for convenience only and shall not affect the interpretation of these Terms.

## 27. Definitions and Interpretation

27.1 In these Terms, the following capitalised terms have the meanings set out below:

"1-Step Challenge" and "2-Step Challenge" have the meanings given in Clause 8.1.

"AAA" means the American Arbitration Association.

"Account Credentials" means the login credentials created during registration for access to the User Account.

"Active Day" means a UTC calendar day on which the user places at least one Valid Pick.

"Add-on" has the meaning given in Clause 6.7.

"Agreement" means the contract between you and FBMO formed upon confirmation of an Order, comprising these Terms and the relevant Order confirmation.

"Baseline" means the reference balance used to calculate payout eligibility on the Funded Account. The initial Baseline is the opening balance of the Funded Account. The Baseline resets to the participant's simulated account balance after each payout deduction, as described in Clause 9.12.3.

"Business Day" means any day other than a Saturday, Sunday, or United States federal public holiday.

"Challenge Fee" means the fee payable by a user to access one FBMO Challenge, as confirmed at checkout. It is non-refundable except as provided in Clauses 6.6 and 19.

"Challenge Fee Refund" has the meaning given in Clause 6.6.

"Consistency Cap" means the maximum contribution that any single winning Valid Pick may make to a user's progress during the Evaluation Process: fifteen percent (15%) of the Profit Target in Phase 1 of a 2-Step Challenge (equal to 1.5% of the Phase Opening Balance), and ten percent (10%) of the Profit Target in Phase 2 of a 2-Step Challenge and in the single phase of a 1-Step Challenge (equal to 1.0% of the Phase Opening Balance).

"Consumer" means a natural person who enters into an Agreement for purposes wholly or mainly outside that person's trade, business, craft, or profession.

"Content" means all materials, software, text, graphics, data, and other content forming part of the Website and Services.

"Daily Loss Limit" means the maximum simulated loss permitted within a single UTC+0 calendar day, calculated as the gross sum of losses from settled losing picks during that day, without offset from winning picks settled on the same day. The limit is five percent (5%) of the Phase Opening Balance during the Evaluation Process, and five percent (5%) of the nominal Simulated Account Size during the Funded Account Programme. Unrealised losses on picks that remain open at 00:00:00 UTC are not included; such picks are taken into account only on the UTC+0 day on which they settle.

"Dispute" has the meaning given in Clause 23.1.

"Eligible Payout Profit" means the simulated profit amount generated during the current Funded Account payout cycle that counts toward payout eligibility after application of the Funded Payout Consistency Rule.

"FBMO" means HSCM Consultants LLC, a limited liability company organised under the laws of the State of New Mexico, United States, with its address at 1209 Mountain Road Pl NE, Albuquerque, NM 87110, United States, operating under the brand name FBMO.

"FBMO Challenge" means the simulated sports-analysis evaluation programme described in Clause 8, in its 1-Step or 2-Step format.

"FBMO Parties" has the meaning given in Clause 18.1.

"Funded Account" means the simulated account granted to participants upon acceptance into the FBMO Funded Account Programme, as described in Clause 9.

"Funded Payout Contribution Cap" means the maximum amount that any single winning Valid Pick may contribute to Eligible Payout Profit during the Funded Account Programme, equal to ten percent (10%) of the nominal Simulated Account Size.

"Locked Simulated Profit" means simulated profit above the Baseline that forms part of the Net Simulated Balance but is not included in Withdrawable Simulated Profit and is not available for payout.

"Maximum Drawdown" means the maximum cumulative simulated net loss permitted at any point. During the Evaluation Process, it is calculated against the fixed Phase Opening Balance, the limit being ten percent (10%) of the Phase Opening Balance. During the Funded Account Programme, it is calculated using the payout-adjusted

trailing loss limit described in Clause 9.4.1.

"Net Simulated Balance" means the current simulated account balance after all settled winning and losing Valid Picks and after any payout request deductions made under Clause 9.12.1.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"Order" means a completed and submitted order for an FBMO Challenge placed by a user on the Website.

"Phase Opening Balance" means the simulated account balance at the start of each phase of an FBMO Challenge, equal to the nominal Simulated Account Size.

"Pick Confirmation Time" has the meaning given in Clause 8.8.

"Profit Target" means a net simulated progress profit of ten percent (10%) of the Phase Opening Balance, required to pass each phase of the FBMO Challenge, measured in accordance with the progress calculation in Clause 8.3.1 including the Consistency Cap.

"Programme" means the FBMO Funded Account Programme described in Clause 9.

"Prohibited Practices" has the meaning given in Clause 11.1.

"Restricted Jurisdictions" has the meaning given in Clause 3.1.

"Reward" means the monetary payment equal to eighty percent (80%) of the amount requested in an eligible payout request on a Funded Account, paid to participants in accordance with Clauses 9 and 13.

"Services" means the simulation platform, Evaluation Process, Funded Account Programme, and all other services provided by FBMO through the Website.

"Simulated Account Size" means the nominal virtual account balance selected by a user at the time of Order, representing the fixed reference capital for the FBMO Challenge and Funded Account. The nominal Simulated Account Size does not change as a result of profits, losses, or payout deductions.

"Valid Pick" means a simulated pick that has settled with a final status of Won or Lost. Picks with a status of Void, Cancelled, or Pending do not constitute Valid Picks for any purpose under these Terms.

"User Account" means the user profile created on the Website during registration.

"Website" means the website accessible at https://fbmo.net and all associated subdomains and pages.

"Withdrawable Simulated Profit" means the amount available for payout in the current Funded Account payout cycle, equal to the lower of: (a) the positive difference between the Net Simulated Balance and the current Baseline; and (b) the Eligible Payout Profit for that cycle. It excludes any Locked Simulated Profit.

27.2 Unless the context otherwise requires: (a) words in the singular include the plural and vice versa; (b) a reference to a person includes natural persons, legal entities, partnerships, and unincorporated associations; (c) 'including' means 'including without limitation'; and (d) headings are for convenience only and do not affect interpretation.

## END OF GENERAL TERMS AND CONDITIONS