

NEOMAAA

# Vault Yield System Terms

The Anjouan Offshore Finance Authority of the Union of Comoros with an Investment Dealer license 15968, having its registered office at Hamchako, Mutsamudu, Autonomous Island of Anjouan, Union of Comoros.

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# Vault Yield System Terms

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## Neomaaa Ltd

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Hamchako, Mutsamudu, The Autonomous Island of Anjouan, Union of Comoros

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## 1. Definitions

“Vault” or “Vault System” means the client-controlled balance allocation feature within the Neomaaa trading account environment that allows eligible Clients to designate a portion of their account balance as protected from active trading exposure.

“Vault Balance” means the portion of the Client’s account balance allocated to the Vault, which is isolated from margin usage and position risk.

“Trading Balance” means the portion of the Client’s account balance available for active trading and margin requirements.

“Yield Credit” means the discretionary trading activity reward that may be credited to eligible Clients based on qualifying trading activity, calculated using the Company’s internal reward formulas. Yield Credit is not interest, not a deposit return, and not an investment return.

“Qualifying Trading Activity” means the minimum trading volume threshold required to activate yield credit eligibility, as set out in Section 6 of these Vault Terms.

“Indicative Rate” means the non-binding, non-guaranteed, variable rate published by the Company as a reference for potential Yield Credit, currently up to 5% per annum. The Indicative Rate is not fixed, not guaranteed, and may be reviewed and adjusted by the Company at any time with reasonable notification to Clients. The Indicative Rate may be reduced to zero at the Company’s sole discretion.

“Vault Account” means the separate non-trading account within the Client’s Neomaaa account environment, isolated from margin usage and position risk.

## 2. Product Nature and Legal Classification

The Vault System is a component of the Company’s internal trading activity reward and client engagement programme. It is not a banking product, deposit scheme, investment product, collective

investment scheme, or fund management service. The Vault is classified as a discretionary reward system.

2.1. The Vault is an internal platform feature within the Neomaaa trading account environment. The Vault is not an external financial product. The Vault does not involve the transfer of funds outside of the Company's internal account infrastructure and does not involve third-party asset custody.

2.2. The Vault, including its Yield Credit mechanism, is a component of the Company's internal trading activity reward and client engagement programme. The Vault is designed to incentivise continued trading activity and is classified as a discretionary reward system, not as a financial product, banking service, investment scheme, or deposit-taking arrangement.

2.3. The Vault System is not regulated as a banking, deposit-taking, collective investment, or fund management product in any jurisdiction. No regulatory deposit protection scheme, deposit insurance, or investor compensation fund applies to Vault balances or Yield Credit.

## **2.4. Vault balances:**

do not represent a bank deposit;

do not represent a custody account;

do not represent a financial instrument;

do not constitute a savings account or savings product;

do not constitute an investment contract or securities offering;

do not involve the transfer of funds outside of the Company's internal account infrastructure;

do not involve third-party asset custody;

are not protected by any deposit guarantee scheme or investor compensation fund.

2.5. The Vault remains part of the Client's trading account environment at all times. The Company does not operate as a bank, deposit-taking institution, licensed custodian, investment fund manager, or securities dealer.

2.6. Vault allocation isolates the designated balance from active trading exposure but does not eliminate general financial risk, including but not limited to market risk, operational risk, liquidity risk, counterparty risk, insolvency risk, technical risk, platform risk, or force majeure events.

# **3. Account Eligibility**

## **3.1. The Vault System is available exclusively for the following account types:**

Standard Account;

Raw Account.

3.2. The Vault System is not available for Cent accounts or Institutional accounts. Clients holding Cent or Institutional accounts may not activate or use the Vault System.

3.3. The Company reserves the right to modify account eligibility for the Vault System at any time by publishing updated eligibility criteria on the Company's website.

## 4. Vault Functionality

### 4.1. The Vault operates as a separate non-trading account within the Client's Neomaaa account environment.

### 4.2. Vault-allocated balance:

is separate from the Client's active trading account;  
is excluded from margin calculations;  
cannot be used as margin for open trading positions;  
is not exposed to losses from open positions;  
remains under full Client control at all times.

4.3. Clients may transfer available free margin and realised profits from the Trading Balance to the Vault Balance once per calendar day, using platform controls. Transfers from Trading Balance to Vault are limited to one (1) transfer per calendar day per account. There is no limit on the number of transfers from Vault Balance back to Trading Balance. Transfers to Vault may only include free margin not currently committed to open positions or pending orders. The Company reserves the right to reject transfer requests where the remaining Trading Balance would fall below the minimum margin requirement for open positions. The Client must maintain a minimum Trading Balance equal to no less than 20% of total account equity (Trading Balance plus Vault Balance) at all times. Transfers that would reduce the Trading Balance below this threshold shall be rejected by the platform.

4.4. The Company reserves the right to restrict, delay, or refuse Vault transfers where it reasonably determines that transfer patterns are designed to avoid trading exposure, manipulate yield eligibility, or otherwise circumvent the intended use of the Vault System. The Company further reserves the right to impose minimum or maximum Vault allocation amounts. 4.7.1. The minimum Vault Balance required to activate Yield Credit eligibility is the equivalent of ten US dollars (\$10 USD). 4.7.2. The maximum Vault Balance eligible for Yield Credit is one hundred thousand US dollars (\$100,000 USD) per Client account. Amounts exceeding this threshold may be held in the Vault for balance protection purposes but shall not generate Yield Credit eligibility. 4.7.3. The Company reserves the right to adjust these limits from time to time with thirty (30) calendar days' advance notice. The Company may impose additional minimum or maximum Vault allocation amounts, which shall be published on the Company's website or communicated through the trading platform.

4.5. Vault Balance may be transferred back to Trading Balance or withdrawn by the Client at any time, subject to the Company's standard withdrawal procedures as set out in the Deposit and Refund Policy. The Client must first transfer funds from the Vault Balance to the Trading Balance before initiating a withdrawal request.

## 5. Vault Protection Mechanics

5.1. The Vault provides structural protection of designated balance from active trading exposure. The following scenarios illustrate the protection:

5.2. The Vault protection operates automatically once balance is allocated. No additional activation step is required beyond the initial transfer to the Vault Balance.

5.3. Vault protection applies exclusively to balance designated in the Vault. The Trading Balance remains subject to all normal trading risks, including margin calls and stop-out events.

## 6. Yield Credit — Nature and Classification

**IMPORTANT:** Yield Credit is a discretionary trading activity reward. It is NOT interest. It is NOT guaranteed. It is NOT fixed. It is NOT a deposit return. It is NOT an investment return. The rate is variable and may be zero at any time.

6.1. The Vault includes an activity-based yield eligibility and reward credit mechanism. Vault-allocated balance may become eligible for Yield Credit based on Qualifying Trading Activity.

6.2. Yield Credit may be adjusted, reduced, suspended, or discontinued at the Company's sole discretion at any time without prior notice.

6.3. Yield Credit is calculated using the Company's internal reward formulas and credited periodically to the Client's Trading Balance (not to the Vault Balance).

6.4. The Company reserves full discretion over Yield Credit calculation methodology, eligibility conditions, credit amounts, rate determination, and availability. The methodology and calculation parameters are proprietary and are not disclosed. However, the Client may view in the trading platform account dashboard: (a) the number of qualifying trading days in the current and previous calculation periods; (b) the Vault Balance used as the calculation base for each qualifying day; (c) the Yield Credit amount awarded for each completed period; and (d) the current Indicative Rate. This transparency is provided for verification purposes and does not constitute disclosure of the proprietary calculation methodology.

6.5. The Indicative Rate published by the Company is currently up to 5% per annum. This rate is variable, non-binding, and non-guaranteed. The Indicative Rate is for reference purposes only, is not predictive, and may be reviewed and adjusted by the Company at any time with reasonable notification to Clients. The Company may reduce the Indicative Rate, including to zero, at its sole discretion. No fixed percentage rate is promised, implied, or guaranteed for any period.

6.6. The source of Yield Credit is the Company's general corporate revenue. Yield Credit is not funded from Client deposits or Client funds. The Company considers Yield Credit obligations in its overall capital management and does not maintain a segregated reserve exclusively for Yield Credit. The Company is not obligated to maintain a dedicated capital buffer for Yield Credit obligations.

6.7. Yield Credit does not represent a fixed, contingent, guaranteed, or contractually binding obligation of the Company. The Company's decision to credit, withhold, reduce, or discontinue Yield Credit is entirely discretionary, subject to reasonable notification where practicable.

## 7. Yield Activation Mechanism

7.1. The minimum volume threshold varies by account type: The minimum volume threshold is 1 standard lot per calendar day, applicable to both Standard and Raw accounts. Volume is calculated as the aggregate across all qualifying instruments traded within a single calendar day.

7.2. 7.3. Yield Credit for any calculation period is calculated based on the time-weighted average Vault Balance held during that period. If the Client transfers funds out of the Vault Balance during a calculation period, Yield Credit eligibility is recalculated based on the reduced balance from the date of transfer. The exact calculation methodology is proprietary. Clients may view their time-weighted average balance and Yield Credit calculation results in the account dashboard. 7.4. Trades executed on accounts subject to pending compliance review, investigation, or restriction may not count toward Qualifying Trading Activity. Trades with a duration of less than two (2) minutes from open to close shall not count toward the minimum volume threshold for Yield Credit eligibility. The Company reserves the right to exclude from Qualifying Trading Activity any trades that, in the Company's reasonable opinion, do not represent genuine trading activity, including but not limited to: wash trades, offsetting positions opened and closed within the same trading session without material price movement exposure, and repetitive micro-lot trades executed solely to meet volume thresholds at the Company's discretion.

## 8. Execution and Pricing Framework

8.1. The Company may act as principal or agent in client transactions and utilises a combination of internal and external execution arrangements.

**8.2. The Company acts as principal in client transactions. Execution arrangements are at the Company's discretion.**

**8.3. Pricing is determined by the Company and may differ from prices available on other platforms or exchanges.**

**8.4. The Company reserves discretion in order handling and execution.**

## 9. Interaction with Other Products and Programmes

9.1. Vault Balance is separate from and does not interact with the Welcome Bonus Programme. Bonus funds, if any, are applied to the Trading Balance only and are subject to the Bonus Terms and Conditions (Document 17).

9.2. The Loss Protection Programme, where applicable, operates on the Trading Balance. Vault Balance is not affected by and does not contribute to Loss Protection calculations.

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9.3. The Raw Rebate Programme commission cashback, where applicable, is credited to the Trading Balance. Vault Balance does not generate rebate eligibility.

9.4. Vault Balance is included in the calculation of total account equity for the purpose of withdrawal processing. The Client must transfer Vault Balance to Trading Balance before initiating a withdrawal.

## 10. Yield Suspension and Discontinuation

10.1. The Company may suspend, reduce, or discontinue Yield Credit at any time, at any time, including but not limited to:

changes in market conditions or the Company's revenue;  
regulatory requirements or changes in applicable law;  
detection of abusive, manipulative, or prohibited trading activity;  
breach of the Client Agreement, Trading Restrictions, or any other applicable terms;  
technical, operational, or infrastructure considerations;  
the Company's commercial decision to modify or discontinue the Vault System.

10.2. In the event of Yield Credit suspension or discontinuation, the Company shall use reasonable efforts to notify Clients via the trading platform, email, or website publication. Failure to provide advance notice shall not affect the validity of the suspension or discontinuation.

10.3. Suspension or discontinuation of Yield Credit does not affect the Client's Vault Balance, which remains accessible and under Client control.

10.4. In the event the Vault System is discontinued entirely, the Company shall provide Clients with no less than fourteen (14) calendar days' notice. 10.5. Upon voluntary or involuntary closure of the Client's account, the Vault Balance shall be automatically transferred to the Client's Trading Balance and made available for withdrawal subject to standard withdrawal procedures. 10.6. Any Yield Credit earned but not yet credited for the current calculation period shall be calculated pro-rata up to the date of account closure and credited to the Trading Balance within fourteen (14) calendar days of closure, subject to the Company's discretion and provided the Client is not in breach of any applicable terms. 10.7. The Client acknowledges that account closure during a calculation period may result in Yield Credit being calculated on a shorter timeframe and a correspondingly reduced credit amount. 10.8. Upon discontinuation of the Vault System entirely, all Vault Balance shall be automatically transferred to the Client's Trading Balance.

## 11. Risk Disclosure

**WARNING:** Trading leveraged OTC derivatives involves substantial risk of loss. Vault allocation protects designated balance from trading exposure but does not eliminate all financial risk. Past Yield Credit is not indicative of future results. Yield Credit may be zero for extended or indefinite periods.

11.1. The Vault is a balance allocation and yield eligibility feature — not a capital guarantee system. Clients may lose their entire Trading Balance.

### 11.2. Vault allocation does not eliminate:

market risk — adverse price movements may deplete Trading Balance;  
operational risk — system failures, errors, or interruptions;  
liquidity risk — inability to execute at desired prices;  
counterparty risk — the Company's financial condition may affect Client funds;  
insolvency risk — in the event of Company insolvency, Vault Balance may not be afforded the same protections as under regulated fund segregation regimes;  
force majeure events — natural disasters, wars, government actions;

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platform risk — technical failures of trading infrastructure.

11.3. Yield Credit is not guaranteed and may be zero for extended or indefinite periods. The Client should not rely on Yield Credit as a source of income, return on investment, or substitute for traditional savings or investment products.

11.4. The Client acknowledges that the Company acts as principal in all transactions and that the Company's financial condition may affect the availability of Yield Credit and the safety of Client funds.

11.5. The Client acknowledges that Vault Balance, while protected from trading exposure, remains subject to the general financial risk of maintaining funds with the Company, including insolvency risk.

## 12. Tax Implications

12.1. Yield Credit may constitute taxable income in the Client's jurisdiction of residence. The Client is solely responsible for determining the tax treatment of Yield Credit and for complying with all applicable tax reporting and payment obligations.

### **12.2. The Company does not provide tax advice. The Client is advised to consult a qualified tax advisor.**

12.3. The Company is not responsible for withholding tax on Yield Credit unless required by applicable law. Where withholding is required by applicable law or international tax treaty, the Company shall notify the Client of the applicable withholding rate and jurisdiction. Withholding deductions shall be disclosed in the Client's account statement for the relevant calculation period.

## 13. Amendments

13.1. The Company reserves the right to amend these Vault Terms at any time. The most current version shall be published on the Company's website.

### **13.2. Continued use of the Vault System after any amendment constitutes acceptance of the revised Vault Terms.**

13.3. Reductions to the Indicative Rate exceeding fifty percent (50%) of the prevailing rate shall not be implemented in a single adjustment, but shall be applied gradually over no fewer than two (2) successive adjustments with a minimum interval of thirty (30) calendar days between each adjustment, except where required by regulatory action or force majeure. 13.3.1. Material amendments (including changes to eligibility criteria, the Indicative Rate, Vault Balance limits, activation thresholds, or discontinuation of the Vault System) shall be communicated to Clients via email and platform notification with no less than thirty (30) calendar days' advance notice. 13.3.2. Minor amendments (including technical corrections, clarifications, formatting changes, or administrative updates that do not affect the economic terms of the Vault System) may be communicated with seven (7) calendar days' notice or published on the Company's website.

## 14. Governing Law and Jurisdiction

### **14.1. These Vault Terms shall be governed by and construed in accordance with the laws of the Union of Comoros.**

14.2. Any dispute arising out of or in connection with these Vault Terms shall be subject to the exclusive jurisdiction of the competent courts of the Union of Comoros or, at the Company's election, the arbitration framework administered by the Anjouan Offshore Finance Authority (AOFA).

14.3. These Vault Terms supplement and form part of the Client Agreement. In the event of any conflict between these Vault Terms and the Client Agreement, the Client Agreement shall prevail.

14.4. Nothing in these Vault Terms is intended to limit or exclude the Client's statutory rights under mandatory consumer protection laws of the Client's country of residence, where such rights cannot be contractually waived under applicable law.

## 15. Client Acknowledgement

By activating the Vault System, the Client confirms they have read, understood, and agreed to these Vault Terms.

The Client acknowledges that:

- (a) The Vault is a discretionary reward system, not a deposit, savings, custody, banking, or investment product;
- (b) Yield Credit is a discretionary trading activity reward — it is not interest, not guaranteed, and the rate is variable and may be zero;
- (c) The Company may suspend, reduce, or discontinue Yield Credit at any time without prior notice;

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- (d) Yield Credit is funded from the Company's net revenue, not from Client deposits, and is not a guaranteed obligation;
- (e) No regulatory deposit protection scheme, deposit insurance, or investor compensation fund applies to Vault balances;
- (f) Vault Balance remains subject to general financial risk including insolvency risk;
- (g) The Client is solely responsible for the tax treatment of any Yield Credit received;
- (h) The Company acts as principal in client transactions;
- (i) The Vault System is available only for Standard and Raw accounts.

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# Acknowledgement

By using the Company's services, the Client acknowledges having read, understood and accepted the Vault Yield System Terms.

## **Neomaaa Ltd**

Trading as NEOMAAA

International Business Company No. 15968

Regulated by the Anjouan Offshore Finance Authority (AOFA), Union of Comoros

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