



CLIENT AGREEMENT

OptimaProTrading Ltd.

Version: April 2025

RISK WARNING: Trading leveraged derivative products such as Foreign Exchange (Forex), Contracts for Difference (CFDs), or other financial derivative products carry a high level of risk to your capital. All these products, which are leveraged derivative products, may not be appropriate for all investors without an expert. The effect of leverage is that both gains and losses are magnified. The prices of leveraged derivative products may change to your disadvantage very quickly, you can lose more than your invested capital, and you may be required to make further payments. Before deciding to invest in any financial product, you should carefully consider your investment objectives, trading knowledge and experience, and affordability. You should only trade in Forex and CFDs if you have sufficient knowledge and experience of the risky nature of the products, the risks involved in trading such products, and if you are dealing with money that you can afford to lose. You should seek independent professional financial advice if you are in any doubt.

1. THIS AGREEMENT

1.1 INTRODUCTION

- a. These Terms together with your completed and submitted Application Form comprise the Client Agreement between OptimaProTrading Ltd. ("we", "us" or "OptimaProTrading"), an international business company regulated by U.S Securities And Exchange.
- b. If the Client is comprised of two or more legal persons, then a reference to a right or obligation of the Client under this Agreement or a transaction contemplated by this Agreement confers that right or imposes that obligation jointly and severally on those persons.
- c. This is a master agreement and sets out the terms and conditions upon which dealings between you and us relating to the provision of advice to the Client or the execution of Orders.
- d. This Agreement is in addition to other documents that may have been exchanged and/or executed between the parties. You should read this Agreement carefully and any other documents given to you that apply to you.

Margin FX and Contracts-for-difference (CFDs) Transactions you enter into pursuant to the terms of this Agreement carry a high level of risk without an expert trader. You should ensure that you fully understand such risks before entering into this Agreement or any transaction with us.

By signing and submitting the Application Form by email or electronically via our website, or by taking any action consistent with your agreement to these terms and conditions, you confirm that you:

- a. have received, read and understood this Agreement, including our current Legal Documents on our website; and
 - b. agree that we will provide our Products and Services to you on the terms and conditions of this Agreement.
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1.2 TRADE AT YOUR OWN RISK OR TRADE SAFE WITH AN EXPERT

OptimaProTrading is under no obligation, Only your current Expert Trader can:

- a. to satisfy we as to the suitability of any Position for you;
 - b. to monitor or advise you on the status of any of your Positions;
 - c. prevent you from trading beyond your means or ability or to protect you; or
 - d. to close any open Position.
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1.3 DEFINITIONS AND INTERPRETATION

a. Whenever used in this Agreement, unless inconsistent with the subject matter or context, the following words shall have the following meanings:

Term	Definition
Accept or Acceptance	Except in the case of a Third-Party Online Platform, if the Client, or an Authorised User, indicate by either telephone, email, face-to-face, or through an Online Service that they accept the Trade Contract Terms provided by OptimaProTrading.
Account Value	The currency value of the Client's Account, calculated by combining: (a) the equivalent balance of your Account in the OptimaProTrading client money trust account; (b) the Realised/Unrealised Losses and Realised/Unrealised Gains; (c) indicative costs to Close (fees, Overnight interest); and (d) the values of Positions not yet booked.
Application Form	The form a client must complete and submit to apply to open an account with OptimaProTrading.
Authorized User	A person authorized by the Client to access OptimaProTrading's services and/or enter into Orders on the Client's behalf.
Base Currency	The first currency in a Currency Pair. The Base Currency is assigned a value of 1 when calculating exchange rates.
Bought Swap Rate	The interest rate that applies to the Base Currency at the Close of Business on the relevant Trading Day.
CFD	A Contract for Difference.

Term	Definition
Client, you or your	The Client named in this Agreement, together with its subsidiaries, affiliates, successors and/or assigns, as well as its officers, directors, employees and agents.
Client Agreement	The completed Application Form and these Terms.
Close of Business	22:00 GMT.
Closed Out	The termination of all or part of an Order.
Close-Out Date	The date on which all or part of an Order is Closed-Out.
Close-Out Value	The Order Value at the Close-Out Date.
Corporate Action	Payment of a dividend, scrip dividend or special dividend, a rights issue, open offer or free distribution of shares by way of a bonus, capitalization or any other offer or issue to the holders of the underlying asset, a takeover, reverse takeover, merger, demerger, listing, delisting or suspension from listing or any analogous event directly affecting holders of the underlying asset.
Currency Pair	The Base Currency and the Term Currency for a Margin FX contract.
Cut-Off Time	The time (AEST) for the destination country of the international payment by which cleared funds need to be received by us for an international payment to be made on any Day. These times are set out on the Website.
Day	A day on which commercial banks are open for business (including dealings in foreign exchange) in the place specified by OptimaProTrading for that purpose.
Daily Statement	An Account statement issued by OptimaProTrading daily, including details of: (a) open Positions; (b) new Positions; (c) opening cash balance and Account movements; (d) closing Account balance; (e) profits or losses on Open Positions; (f) value of Positions and movements; (g) Rollover Benefits or Charges; (h) profit or loss on open Positions; (i) liquidation value; (j) Total Margin Requirement; and (k) Margin excess or deficit.

Default Event

a. Each of the following constitutes a Default Event:

i. Any acts or omissions on the part of the Client; Authorized User; or the Client or Authorised User's employee, agent or assignee which in OptimaProTrading's sole discretion, are deemed as being:

- negligence;
- mistake;

- willful misconduct (including commission churning, sniping, causing or contributing to or benefiting from a Quoting Error, moving the price of an underlying asset, scalping, arbitraging off-market pricing);
- the breach of any law; or
- the breach of any provision of this Agreement.

ii. The Client or their Guarantor becomes insolvent or bankrupt;

iii. The Client is deceased or becomes of unsound mind;

iv. The Client fails to provide any Margin or amounts due under this Agreement on time in respect of any Positions, or the Margin held by OptimaProTrading in respect of any Positions falls below the Margin Requirement.

v. The Client is in breach of any representation, warranty or undertaking made under this Agreement or any other material term of this Agreement and/or any information provided to OptimaProTrading in connection with this Agreement is or has become untrue or misleading.

vi. Any fee or charges or other payments due to OptimaProTrading are not paid in accordance with this Agreement.

vii. At any time or for a period the client is not contactable or does not respond to any notice of correspondence from OptimaProTrading.

viii. OptimaProTrading reasonably considers it necessary for the protection of its rights under this Agreement;

ix. OptimaProTrading is requested by any regulatory body or authority;

x. Your Account balance falls below the Minimum Margin Requirement;

xi. Any Dispute occurs, or litigation is commenced and, in view of the subject matter of or any issues in dispute in relation to that litigation, OptimaProTrading reasonably decides that it cannot continue to deal with the Client while the litigation is pending;

xii. The Client fails to provide, within 10 days of a written request, all information which OptimaProTrading requested in connection with this Agreement;

xiii. OptimaProTrading has reason to believe the client is unable to manage the risk that arises from their Positions;

xiv. The Client fails to comply with any limit or restriction imposed on them by OptimaProTrading in connection to the Account;

xv. Any change in law or interpretation which makes it unlawful for us to perform any provision of the Agreements; and

xvi. If a chargeback occurs.

b. In the case of a body corporate:

i. The Client goes into liquidation, voluntarily or otherwise, or a liquidator, receiver, an administrator is appointed;

ii. A valid deed of guarantee and indemnity with respect to the obligations under this Agreement has not been provided to OptimaProTrading.

c. In the case of a trust, the Client ceases to be the trustee of the trust or the relevant trust is terminated.

Term	Definition
Deposit	The amount deposited by the Client with OptimaProTrading as requested in relation to all Financial Products, at the time of booking and at any time prior to the Value Date which is a part-payment toward the agreed Order value and not client monies. Includes amounts deposited in respect of any anticipated or existing Open Positions.
Financial Product	A foreign exchange contract or a transaction in which a Client and OptimaProTrading enter into an OTC derivatives contract based on the value of an underlying asset or assets.
Force Majeure	Events including: act of God, peril of the sea, unavoidable accident of navigation, war, sabotage, riot, insurrection, civil commotion, national emergency, martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of transmission or communication network, epidemic, quarantine, strike or other labor difficulty, expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of law or regulation, or any damage of OptimaProTrading' hardware or systems.
Free Balance	At any time, the excess (if any) of the balance of the Client's account at that time over the required Deposit.
Futures CFD	A CFD where the value derives from an underlying asset or instrument whose price is quoted on a futures market.
Fully Hedged Position	An Open Position that is equal and opposite of another Open Position.
Guarantor	Any person(s) identified as such in the Application Form.
Instruction	Any instruction or request given by the Client to OptimaProTrading relating to the execution of a Financial Product.
Insolvency Event	Steps taken for: (a) winding-up, dissolution or administration; (b) arrangement with creditors; or (c) appointment of receiver or similar officer.
Law	Any local or foreign law, regulation or judgment, court order or sanctions regimes which OptimaProTrading is subject to.
Long Party	The party identified as having notionally bought the underlying asset.
Margin Call	An amount, in addition to the Deposit, as solely determined by OptimaProTrading.
Margin FX contract	A Margin Foreign Exchange contract.
Mark to Market	The daily revaluation of an OTC derivatives contract to reflect current market value.
Merger Event	Reclassification or change of underlying asset resulting in transfer of securities; consolidation, amalgamation, merger; or takeover offer resulting in transfer of 50% or

Term	Definition
	more of outstanding securities.
Notice	A notice required or permitted to be given under this Agreement.
Off quotes	Error message in MT4/MT5 platform indicating no price is currently available or last prices are no longer valid.
Online Services	Services providing ability for clients to transact via online trading platform including Third-Party Online Platform.
Open Position	Where the Client has entered into a transaction and a further transaction is required to close the position.
Order	A Financial Product entered between OptimaProTrading and the Client.
Order Value	For any Order, the Order price or rate multiplied by the Order quantity.
OTC	Over the Counter.
Partially Hedged Position	An Open Position that is opposite but not equal to another Open Position.
Previous Order Value	The Order Value at commencement or at most recent Valuation Time.
Quoting Error	Liquidity provider error, software error, typographical error or obvious mistake in a quote.
Reciprocal Obligation	OptimaProTrading's obligations to the Client in relation to an Order, Margin Call or Deposit.
Reference Interest Rate	Interest rate provided by liquidity provider plus OptimaProTrading' transaction fee of 3.5% per annum.
Retail Client	A person or entity opting to receive services provided by the Company.
Security Details	Information required under clause 3.6.
Sell Swap Rate	The interest rate that applies to the Term Currency at Close of Business.
Share CFD	A Financial Product where the underlying asset is a security listed on an exchange.
Short Party	The party identified as having notionally sold the underlying asset.
Sophisticated Investor	A person other than a retail client.
Spot CFD	A CFD deriving value from underlying asset quoted on spot market.
Suspicious Trading Activity	Any belief that Client has used Online Service in way affecting integrity or functioning of services or market, including: holding long and short positions simultaneously; exploiting spreads; abusing Negative Balance Protection; or engaging in exploitative,

Term	Definition
	dishonest, abusive behavior.
Swap Charge or Swap Credit	As defined in clause 5.1 and 5.2.
Swap-Free Account or Islamic Account	Account designed for Clients who cannot receive or pay rollover interest for religious reasons.
Term Currency	The second currency in a Currency Pair.
Terms	These terms and conditions, together with all schedules, attachments or other documents attached.
Third-Party	Entity with whom OptimaProTrading has agreement to offer access to online trading platform.
Third-Party Online Platform	Any online trading platform offered by a Third-Party.
Trade Confirmation Notice	Document signed by Client and OptimaProTrading confirming details of Financial Product.
Trade Contract Terms	Price, timing and other details at which Order can be purchased or sold.
Trading Day	Monday to Saturday including public holidays (Monday to Sunday for Cryptocurrency CFDs).
Value Date	Day selected for settlement or future value date after execution.
Valuation Time	Close of Business on each Day, or any other time OptimaProTrading decides.
OptimaProTrading/we/us/our	OptimaProTrading Ltd., its subsidiaries, holding companies, successors, officers, directors, employees and agents.
Website	The OptimaProTrading website.
Wholesale Client	A client who is not retail or sophisticated.

1.4 CLIENT REPRESENTATIONS AND WARRANTIES

a. The Client warrants that:

i. In the case of an individual or more than one individual, they are of full age and capacity.

ii. In the case of a firm or corporation, it is duly constituted and incorporated and possesses the requisite power to enter into this Agreement.

iii. In the case of a trustee of a trust, they are properly appointed as trustee, they will be liable both personally and as trustee, the trust instrument is valid, and the trustee has a right of indemnity from trust assets.

iv. In any case, this Agreement constitutes legally binding and enforceable obligations of the Client.

b. The Client represents and warrants to OptimaProTrading that:

i. The Client will place Orders wholly or predominantly for business and investment purposes and not for personal, domestic or household use.

ii. Execution and delivery of this Agreement does not violate any Law applicable to the Client.

iii. All information provided is true, correct and complete, and Client will notify promptly of any changes.

iv. The Client shall make ongoing disclosure of any matters affecting operation of this Agreement or ability to pay Margin Calls or remain solvent.

v. The Client will not engage in conduct resulting in Suspicious Trading Activity. If OptimaProTrading has reasonable ground to suspect such activity, it reserves the right to temporarily or permanently suspend the trading account, recover losses, and/or void Orders and cancel associated profits.

c. The Client acknowledges that:

i. By applying to open an account, you acknowledge that you have read and understood this Agreement.

ii. OptimaProTrading will enter transactions in reliance on the representations and warranties made.

iii. OptimaProTrading provides advisory and execution-only services, and final investment decision is always the Client's own.

iv. If advice is provided, it is general only and does not consider personal objectives, circumstances or needs.

v. If Client is comprised of two or more legal persons, OptimaProTrading's primary contact is the first person named on the Application Form.

d. The Client:

i. Confirms regular access to the internet.

ii. Consents to contact by email.

iii. Agrees to ensure contact details are always up to date.

iv. If Agreement is provided in language other than English, it is for information only. English version prevails in case of inconsistency.

2. THE ACCOUNT

2.1 OPENING AN ACCOUNT

a. You need an active Account prior to transacting. No Orders can be placed until account is opened and cleared funds received. You can apply for more than one Account.

- b.** To apply, complete an Application Form. OptimaProTrading may accept or decline at its sole discretion. If accepted, you will be notified via email.
- c.** If OptimaProTrading permits placing an Order where no account exists, this will not limit Client's liability.
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2.2 ACCOUNT INFORMATION

- a.** You accept and warrant that any information provided is true and correct and you will immediately inform us of any changes.
- b.** You are required to keep confidential all Security Details including username, account number, user ID and password. OptimaProTrading has no obligation to verify authority of anyone using this information. If confidentiality is compromised, contact us immediately.
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2.3 AFFILIATES AND INTRODUCING BROKERS

If referred by an Affiliate or Introducing Broker, do not assume these parties have access to your Account, act on your behalf, or view trading history unless they are an Authorized Person.

2.4 AUTHORISED USERS AND AUTHORISATION LIMITS

- a.** OptimaProTrading may accept authorization of another person (Authorized User) to give instructions and place Orders. The Authorized Person can be an Affiliate, Introducing Broker or Trading Agent. Client must notify in written Notice under power of attorney.
- b.** Upon receiving Notice, change is effective immediately, but does not affect already executed Orders.
- c.** Appointment remains in force until notice of cancellation is delivered.
- d.** Client may inform of authorization limits applicable to some or all Orders. Limits may be withdrawn at any time by Notice.
- e.** All Instructions and Orders by Authorized User within limits are deemed authorized and binding.
- f.** Until Notice to contrary, OptimaProTrading may assume existing Authorized Users have authority.
- g.** Client indemnifies and holds OptimaProTrading harmless for losses incurred by Authorized User within limits.
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2.5 DEPOSITS

- a.** OptimaProTrading provides online service to track:
- Orders entered;

- Payments made or required;
- Payments made or required by OptimaProTrading.

b. Payments may be made by:

- Online bank transfer;
- Same day bank transfer; or
- International telegraphic transfer.

c. OptimaProTrading reserves right to remove or restrict payment methods.

d. Client must have sufficient cleared funds before any Order is created. OptimaProTrading will indicate sum required as Deposit.

e. OptimaProTrading may impose other fees by Notice. If Client does not consent, Agreement may be terminated immediately.

f. OptimaProTrading is not responsible for fees imposed by Third-Party banks.

g. All payments must be in USD or other agreed currency.

h. If deposited money comes from someone other than Client, OptimaProTrading reserves right to decline deposit, return money, void transactions and terminate Agreement.

i. If not satisfied payment method is in Client's name, OptimaProTrading may request documents to prove this before crediting Account.

2.6 WITHDRAWALS

a. If Account shows Free Balance, you may request payment of some or all.

b. OptimaProTrading may withhold withdrawal if:

- Required to maintain margin obligations;
- Entitled under Corporations Act; or
- In line with section 2.6.

c. OptimaProTrading will inform you if withdrawal is withheld.

d. OptimaProTrading may refuse Instructions to send funds to account held in different name.

e. OptimaProTrading will use reasonable endeavors to make payments per Instructions, but not liable for delays.

f. OptimaProTrading not liable if payee/beneficiary bank fails to process correctly.

g. International payments only made if cleared funds received prior to Cut-off Time.

h. All funds subject to OptimaProTrading' deposits and withdrawals policy on website.

2.7 SEGREGATED CLIENT MONEY

- a. All money deposited shall be deposited into nominated accounts and paid into client segregated bank account when required by Law. Such segregation does not fully protect from risk of loss.
- b. While segregated, money may be co-mingled with other Clients' money and utilized where allowed by Law.
- c. OptimaProTrading entitled to retain interest earned on segregated money.
- d. Funds in segregated account may be used:
 - In accordance with applicable Laws;
 - To manage dealings with counterparties regarding Wholesale Clients.
- e. Wholesale Clients acknowledge clause 6.4 constitutes written agreement to use funds as described.
- f. Clause 4.6 is sufficient authorization to withdraw without notice amounts necessary to meet obligations.
- g. For facilitation of transactions and settlements.
- h. When accepting money in connection with Order, Margin Call or Deposit, Client immediately receives Reciprocal Obligations. Payment is not "client money" but purchases Reciprocal Obligation.

3. TRADING

3.1 INSTRUCTIONS AND CREATION OF ORDERS

- a. Rate indications available by telephone, email, face-to-face or Online Services. Indications not binding; rates agreed when OptimaProTrading exercises right to create Order.
- b. Client or Authorized User may issue instructions via Trading Platform on desktop or mobile.
- c. OptimaProTrading may accept orders through other means such as email or telephone.
- d. If Order executed on Trading Platform, deemed offer to trade at quoted price. Not binding until accepted and confirmed.
- e. If OptimaProTrading exercises right, Order is formed and parties bound by Trade Contract Terms and this Agreement.
- f. OptimaProTrading reserves right to decline any Order without giving reason, but will promptly notify Client.
- g. When contacting OptimaProTrading with Client reference number, OptimaProTrading may request:
 - Contact details;
 - Account number;
 - Further identification;

- Type of Order;
- Whether Long or Short Party;
- Order quantity;
- Order price or rate;
- Other applicable information.

h. An Order may be:

- **Day Order:** Cancelled at 22:00 GMT; or
- **Good 'til cancelled:** Remains capable of acceptance until cancelled or accepted.

i. Orders may be placed as:

- **Market Orders:** Buy or sell as soon as possible at obtainable price; or
- **Limit and Stop Orders:** Trade reaches predefined level.

j. Limit Orders to buy and Stop Orders to sell must be placed below current market price; Limit Orders to sell and Stop Orders to buy above current price.

k. Where using Third-Party Online Platform with automatic feature, acceptance occurs automatically subject to OptimaProTrading's discretionary right.

l. Client acknowledges OptimaProTrading not making discretionary decisions, but Client choosing to use Third-Party strategies.

3.2 CANCELLATION OR ALTERATION OF AN ORDER

a. If Client wants to change amounts or dates, OptimaProTrading may provide Trade Contract Terms for alteration. Client may accept new terms or remain bound by original.

b. If Client wishes to cancel, or Agreement allows treatment as terminated, OptimaProTrading may terminate Order or Agreement, or insist on performance.

c. If Client cancels or fails to perform, liable for loss or damage suffered by OptimaProTrading in closing out Orders.

d. Client may forfeit part or all of Deposit on cancellation. OptimaProTrading reserves right to set off charges, fees or losses against Deposit or other funds.

3.3 CURRENCY CONVERSIONS

a. Money may be paid in: AUD, USD, GBP, EUR, CAD, JPY, NZD, SGD or HKD.

b. Realized profits and losses converted into trade currency and into Base Currency at current spot rate on closing Position.

c. If payment made in different currency than Base Currency, converted at spot rate given by OptimaProTrading' financial.

3.4 TRADING CONFIRMATIONS AND STATEMENTS

- a. Each Order placed generates confirmation appearing in Trading Platform.
 - b. Client consents to receive Trade Confirmations electronically.
 - c. Daily and Monthly Statements available via Trading Platform.
 - d. Following end of day settlement, Daily Statement emailed to registered address and made available on Platform.
 - e. Following month-end, electronic trading statement emailed and made available on Platform.
 - f. Client responsible for promptly checking Confirmations and Statements. Must immediately notify of errors. OptimaProTrading entitled to assume correctness unless error notified within 48 hours.
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3.5 TELEPHONE AND EMAIL TRANSACTIONS

- a. Authorized User may request acceptance of Instructions by telephone at OptimaProTrading's sole discretion.
 - b. OptimaProTrading may check authority by requesting name and confirming as Authorized User.
 - c. Client acknowledges OptimaProTrading may record telephone Instructions and conversations. Recording remains property of OptimaProTrading and may be used to confirm terms or for training.
 - d. Authorized User may request acceptance of Instructions by email. Upon acceptance, Client bound by those Instructions.
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3.6 ONLINE SERVICES

- a. Using Online Services, Client or Authorized User may:
 - Place Orders or issue Instructions;
 - Enquire availability, pricing or value;
 - Receive market data;
 - Monitor obligations;
 - Receive Confirmations, balances or other information;
 - Use other available facilities.
- b. Client must provide list of Authorized Users and inform of changes.
- c. Online Service may be proprietary or provided by third party.

d. Client responsible for complying with operations aspects.

e. OptimaProTrading may suspend, withdraw or deny access for reasons including security, quality of service, failure to pay, or breach of Agreement.

f. Clients may terminate access in writing.

g. OptimaProTrading may delay, decline or reverse Order if suspects:

- Unlawful transaction or financial crime;
- Suspicious Trading Activity;
- Breach of compliance obligations; or
- Breach of Agreement.

h. Client must not:

- Permit unauthorized persons to use Security Details;
- Disclose Security Details to unauthorized persons;
- Misuse services by introducing malicious material;
- Attempt unauthorized access;
- Attack via denial-of-service.

i. Client acknowledges:

- Access only granted using Security Details;
- Responsible for consequences of unauthorized disclosure;
- OptimaProTrading entitled to rely on Instructions using Security Details;
- Not liable for loss caused by acting on such Instructions;
- Delays may occur in processing Orders;
- Orders may be filled before amendment/cancellation processed;
- Remains liable to settle original Order until amendment/cancellation effected;
- Not liable for delays in market information or processing;
- Not responsible for processing Orders submitted through Online Services;
- Provided on "as is" basis;
- Speed subject to internet connection, settings, concurrent users, volume;
- Significant risks in trading via computer/telecommunications systems;
- Liable for all Orders including misuse, fraud or abuse;
- Minimum specifications may change;
- Responsible for alternative arrangements if Online Services unavailable.

j. Clients responsible for obtaining, maintaining and ensuring compatibility of electronic software, devices and equipment.

k. Clients responsible for ensuring devices free from viruses.

l. By breaching provisions, Client may commit criminal offence. OptimaProTrading may report to authorities and cooperate by disclosing identity.

3.7 HEDGED POSITIONS

- a. OptimaProTrading may allow Hedged Positions (Open Position opposite another). May be Fully or Partially Hedged.
- b. OptimaProTrading reserves right to reduce Deposit to zero for Fully Hedged Positions, and reduce for Partially Hedged. Does not waive right to require deposit.
- c. If Deposit reduced and one Open Position closed, immediately triggers full Deposit for remaining Position. If insufficient Deposit, Position closed per clause 3.2(c).
- d. OptimaProTrading may close Hedged Position without notice if reasonably believes abuse, not in ordinary course of trading, or constitutes Suspicious Trading Activity.

3.8 DELAYS AND QUOTING ERRORS

- a. While OptimaProTrading makes reasonable effort to process promptly, not liable for delays, damages, failures, or errors including off quotes, absent gross negligence or wilful misconduct.
- b. In event of quoting or off quote error:
 - Not liable for damages, claims, losses, liabilities or costs;
 - Reserves right to restrict or suspend trading;
 - Reserves right to make adjustments to rectify.

Disputes resolved based on fair market value determined by OptimaProTrading.

- c. If unable to perform obligations due to factors beyond control or Force Majeure, will notify Client and use reasonable endeavors to secure return of money.
- d. May give Notice if market conditions seriously disturbed, including where deposits not available or impractical due to circumstances.
- e. When Notice given, obligations suspended while negotiating alternative arrangements. If no agreement reached, parties released from obligations.

3.9 TRADING HOURS

- a. Trading hours vary and depend on Underlying Instrument's hours. Published on website.
- b. No obligation to quote prices or accept Orders on public holiday affecting relevant value of underlying asset.

4. MARGIN

4.1 INITIAL MARGIN

Before placing trade creating open Position, Client required to pay Initial Margin as calculated by OptimaProTrading.

4.2 MARGIN OBLIGATIONS

- a. Client must pay such amounts of Margin as required.
 - b. Margin Deposit credited when cleared funds received or earlier time allowed. Margin requirement not satisfied unless payment received in cleared funds.
 - c. OptimaProTrading not liable for losses if Margin Deposit not received in cleared funds.
 - d. Client must maintain required Margin whether or not notice given. Required amount can change continuously.
 - e. Client's sole responsibility to monitor notifications regarding Margin deposited or Minimum Margin requirement considering:
 - Open Positions;
 - Volatility of Underlying Instrument;
 - Volatility of markets;
 - Exchange Rate risk;
 - Time to remit cleared funds.
 - f. Client must ensure account sufficiently funded to cover required Margin. If not, Open Position may be Closed Out without prior notice.
 - g. OptimaProTrading may provide further time to meet Margin Requirements. Permission effective once confirmed in writing.
 - h. If asked to transfer money to meet Margin requirement, must act immediately. If not, considered Default Event. May cancel Orders or Close-Out positions without liability.
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4.3 MARGIN CLOSE-OUT

OptimaProTrading Margin practice is automated process displaying visual warning at different Margin levels. If funds cover only 80% of margin requirements, Margin Call alert triggered. If funds cover only 50%, worst-performing positions automatically closed out.

4.4 CHANGING MARGIN PERCENTAGE

- a. OptimaProTrading may vary Margin Percentage at any time by Notice.
- b. Any variation due and payable immediately on demand.

4.5 MARK TO MARKET PAYMENTS

- a. OptimaProTrading calculates Order Value at each Valuation Time.
- b. If Order Value greater than Previous Order Value, Short Party pays Long Party excess. If less, Long Party pays Short Party excess.
- c. On Close-Out Date, if Close-Out Value greater than Previous Order Value, Long Party pays Short Party excess. If less, Short Party pays Long Party excess.
- d. All Mark to Market Payments credited or debited on Same Day as Valuation Time or Close-out Date.

4.6 FORCED LIQUIDATION

- a. Client required to maintain sufficient Margin. OptimaProTrading reserves right to close out all Open Positions if:
 - Deposit approaching or no longer sufficient to cover negative mark to market value; or
 - Value of Open Positions represents substantial net unrealized loss likely to materially prejudice Client.
- b. OptimaProTrading has right to determine Mark to Market value.
- c. If Client fails to pay when due or Default Event occurs, OptimaProTrading has right to terminate any or all Open Positions.

5. CHARGES AND CREDITS TO THE ACCOUNT

5.1 INTEREST CHARGES ON OPEN MARGIN FX POSITIONS

- a. Where Order held overnight, subject to Swap Charge or Credit:

Client Position	Rate Comparison	Action
Long Party	Bought Swap Rate > Sell Swap Rate	OptimaProTrading pays Client interest
Long Party	Bought Swap Rate < Sell Swap Rate	Client pays OptimaProTrading interest
Short Party	Sell Swap Rate > Bought Swap Rate	OptimaProTrading pays Client interest
Short Party	Sell Swap Rate < Bought Swap Rate	Client pays OptimaProTrading interest

- b. Where Order held at Close of Trade on Wednesday, Swap Charge or Credit adjusted to reflect interest rate changes until following Monday.

- c. Client agrees to pay transaction fee up to 10% of Swap Charge or Credit value.
 - d. Calculated and applied at beginning of next Trading Day.
 - e. No Swap Charge, Credit or transaction fee if opened and closed same Trading Day.
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5.2 INTEREST CHARGES ON OPEN SPOT CFD POSITIONS

- a. Where Spot CFD held overnight, subject to Swap Charge or Credit determined by multiplying contract value by Reference Interest Rate and adjusting for dividend.
 - b. Designated swap-free Spot CFDs not subject to Swap Charge or Credit for first seven days if no Suspicious Trading Activity. From day eight, subject to clause 5.2(a). If Suspicious Trading Activity suspected, Swap Charges/Credits applied retrospectively.
 - c. Where Spot CFD (except Cryptocurrency) held at Close of Trade on Friday, Swap Charge or Credit adjusted to reflect cost of holding until following Monday.
 - d. Calculated and applied at beginning of next Trading Day.
 - e. No Swap Charge or Credit if opened and closed same Trading Day.
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5.3 ROLLOVER CHARGES & CREDITS FOR OPEN FUTURES CFD POSITIONS

- a. Where Futures CFD held overnight, not subject to Swap Charge or Credit.
 - b. Where held at Close of Trade on Close-Out Date, automatically rolled over unless reasonable notice provided and position remains open.
 - c. Adjustment applied to reflect difference between old and new contract price less administration fee of 2.5 basis points.
 - d. Cash adjustments applied on first Trading Day of new contract.
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5.4 COMMISSIONS FEES AND EXPENSES

- a. Client agrees to pay:
 - Any fee charged or levied on OptimaProTrading arising from action taken;
 - All relevant taxes and expenses.
- b. OptimaProTrading permitted to deduct charges relating to services including administration, Online Services use, and transaction fees.
- c. OptimaProTrading may waive or reduce fees at discretion.

- d. Client must pay all transaction charges, fees, settlements, interest on demand.
 - e. OptimaProTrading may share transaction fees with other persons without disclosure unless required by Law.
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5.5 SWAP FREE OR ISLAMIC ACCOUNT

- a. Swap Free Account holders charged administrative fee instead of Swap Charge/Credit. Same trading conditions as regular accounts.
 - b. To convert regular account to Swap Free, request in writing. Conversion only if all positions closed and account reconciled.
 - c. Swap Free Accounts to be used in good faith. Not to be used to profit from swaps or avoid paying swaps.
 - d. OptimaProTrading reserves right to revoke Swap Free Account without reason. If abuse detected (fraud, manipulation, arbitrage, carry trades), reserves right to:
 - Revoke all live trading accounts under suspicion;
 - Correct and recover accrued swaps and interest;
 - Terminate Agreement;
 - Nullify all trades and cancel profits/losses.
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6. GUARANTEE

- a. Client's obligations must be guaranteed:
 - Where Client is company, by each director; and
 - In other circumstances, where OptimaProTrading determines guarantee required.
- b. Guarantor acknowledges OptimaProTrading acting in reliance on guarantee.
- c. Guarantor unconditionally and irrevocably guarantees compliance with obligations including payment obligations.
- d. If Client does not comply, Guarantor agrees to comply on demand.
- e. Guarantor indemnifies against liability or loss arising from:
 - Client's failure to comply;
 - Unenforceability of Client's obligations;
 - Unenforceability of Guarantor's obligations; or
 - Incorrect or misleading representations.
- f. Guarantor agrees to pay amounts due on demand.
- g. OptimaProTrading need not incur expense before enforcing right of indemnity.

h. Guarantee is continuing obligation despite payments or settlements. Guarantor waives right of first requiring proceedings against Client.

i. Guarantor acknowledges:

- Given copy of Agreement and opportunity to consider provisions;
- Responsible for making itself aware of Client's financial position.

j. Guarantor agrees to make payments:

- In full without set-off or counterclaim; and
- In currency due, otherwise USD in immediately available funds.

k. If payment subject to withholding, Guarantor agrees to pay additional amount to ensure full amount received.

l. Rights and liabilities not affected by any act or omission including:

- Varying or replacing Agreement;
- Releasing Client or giving concessions;
- Releasing other guarantors;
- Changes in guarantors;
- Unenforceability of obligations;
- Death, disability, liquidation of any person;
- Changes in membership or business;
- Acquiescence or delay.

m. Guarantor may not without consent:

- Reduce liability by claiming set-off;
- Exercise right to benefit of other guarantee;
- Claim under right of indemnity; or
- Claim in liquidation of Client or other guarantor.

7. CORPORATE ACTIONS

a. If Corporate Action occurs, OptimaProTrading will determine adjustment to preserve economic equivalent or reflect effect on Orders.

b. Dividend payments:

- If Long Party for Share CFD going ex-dividend, account credited with cash adjustment;
- If Short Party, declared cash dividend debited from account.

c. If underlying asset subject to Merger Event, reserves right to close affected Open Positions after reasonable notice.

d. Reserves right to adjust opening price to reflect cash portion, amend size, or close and reopen position reflecting new underlying asset.

e. If unable to produce commercially reasonable result, may close Open Position at Close-Out Value.

f. For US stocks, 30% of cash adjustment withheld for US tax legislation and remitted to authorities.

8. TRADING SUSPENSION AND DISRUPTION

a. If trading in Underlying Asset suspended or halted, OptimaProTrading will use last traded price before suspension.

b. If suspension continues for 5 Business Days, may Close-Out part or all Positions at discretion.

c. Reserves right during any marketing limitations, suspension or disruption to adjust price of affected Underlying Asset.

9. AMENDMENT, ASSIGNMENT AND TERMINATION

9.1 AMENDMENT

a. Terms may be amended at any time with Notice. Client bound by amendment on earlier of:

- Ten (10) Days after notification; or
- Date of entering any Order after amendment.

b. Other amendments must be agreed in writing.

c. Neither party shall enter commitments for or in name of other or use intellectual property without prior written approval.

9.2 ASSIGNMENT

a. Client rights/obligations shall not be assigned, transferred, sold or conveyed except with prior written consent.

b. OptimaProTrading may transfer rights/obligations to another party without consent, including in connection with sale or transfer of business.

9.3 TERMINATION

a. Agreement may be terminated immediately by written Notice. Termination does not affect previous Orders or relieve outstanding obligations.

b. If OptimaProTrading aware or has reason to believe:

- Client provided false or misleading information;

- Client participated in money laundering or terrorist financing;
- Client under investigation;
- Abnormal trading conditions exist;
- Unable to make prices due to unavailability of information;
- Client possesses "inside information";
- Default Event occurred;
- Insolvency Event occurred;

may terminate immediately and be relieved of obligations.

c. Within two (2) days of termination, Client will return or destroy all materials per written instructions. Duties of payment, delivery and destruction survive termination.

10. SET-OFF AGAINST MONIES OWED

a. Client authorizes OptimaProTrading to:

- Appropriate, transfer, credit, apply or pay monies received in payment of outstanding amounts;
- Set-off amounts due against amounts received including Deposits or Margin Calls.

b. Payments must be made without set-off, counterclaim or deduction unless required by law.

c. If deduction required for tax, Client agrees to keep indemnified and pay additional amounts to ensure full net amount received.

d. Deposits or Margin Calls not due for repayment until obligations satisfied in full.

e. Upon termination, claims discharged by close-out netting. OptimaProTrading determines Close-Out Values. Final amount is difference between payment obligations.

11. NEGATIVE BALANCE PROTECTION

Trading systems designed with safeguards to protect clients from negative balances under normal market conditions.

All clients provided with margin monitoring functionality. If collateral drops below 100%, margin call mode triggered. If margin level equals or drops below 50%, open positions closed automatically starting from most unprofitable.

If negative balance incurred due to "market gap", client should inform support team. OptimaProTrading may credit account with amount of negative balance where debit during normal trading activity. Available to Private Clients only.

NOTE: Policy does not apply to:

- Force Majeure Event;
- Abnormal market conditions or exceptional movements;
- Where negative balance unrelated to trading activity;

- Where negative balance connected to breach of Agreement or market rules.

Negative balance accounts: OptimaProTrading entitled to combine balances of any other accounts to effect set-off before applying negative balance protection.

12. LIABILITY AND INDEMNITY

- a. Client indemnifies and holds harmless from liabilities, claims, costs, expenses and damages arising from negligence, willful misconduct, violation of Law, breach of Agreement, or Default Event.
 - b. Client agrees to promptly pay for damages, costs and expenses incurred in enforcement of Agreement provisions.
 - c. OptimaProTrading not responsible for delays, charges or loss due to payment errors or delays in funds reaching nominated account.
 - d. Not liable for direct, indirect or consequential loss incurred as result of acts or omissions by Third-Party.
 - e. Nothing intended to limit or exclude liability under statutory rights.
 - f. If Client or Authorized User breaches Agreement, OptimaProTrading may:
 - Crystallise, unwind, reverse, void, repair or close Open Positions;
 - Nominate valuation date;
 - Nominate calculation methodology; or
 - Take other action reasonably necessary to protect legitimate interests.
 - g. Client's obligations survive termination.
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13. INFORMATION AND CONFIDENTIALITY

- a. OptimaProTrading permitted to carry out electronic database search and credit reference search to verify identity and credit standing.
- b. Reserves right to collect information necessary to meet obligations under Money Laundering Prevention Act and Anti-Money Laundering and Counter-Terrorism Financing Laws. May pass on information as required and is under no obligation to inform Client.
- c. Personal information treated as confidential and protected by Data Protection Law. Only collects information necessary to perform services.
- d. Personal information treated in accordance with privacy policy available on Website.
- e. Uses reasonable precautions to maintain confidentiality of information received. Cannot assure confidentiality due to internet provision.

- f.** Client accepts risk of Third-Party receiving confidential information and releases and indemnifies from claims arising from interception or access.
- g.** May disclose name and personal/financial information to employees, representatives, agents, brokers, affiliates, governmental entities, or service providers for purposes related to services or compliance with Laws.
- h.** Takes measures to ensure not participating in money laundering or terrorist financing. Law enforcement may inspect and require copies of information.
- i.** Client should be aware communications may be disclosed to law enforcement. Agrees to comply with anti-money laundering and counter-terrorism financing laws including obtaining satisfactory evidence of identity of any principal represented.
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14. ELECTRONIC VERIFICATION TERMS AND CONDITIONS

- a.** Required by regulations to verify identity before providing services. Electronic verification allows verification using electronic tools and external data sources.
- b.** Will request details (name, address, date of birth) and identification document details.
- c.** By agreeing, Client agrees that:
- OptimaProTrading may use and disclose personal information for electronic verification;
 - It is offence to provide false and misleading information about identity.
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15. DISPUTE RESOLUTION

Please refer to internal and external dispute resolution procedures. Acknowledge that procedures don't prevent commencing proceedings in other jurisdictions for enforcement of complaint determination.

16. NOTICES AND COMMUNICATIONS

- a.** OptimaProTrading may send communication to Client or Authorized Person.
- b.** Unless expressly stated otherwise, notices must be:
- Sent by email or other specified means;
 - Signed or issued by sender or Authorized Officer;
 - Taken to be received upon sending unless automated non-delivery message received.
- c.** Communications take effect from time received unless later time specified.
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17. GOVERNING LAW

This Agreement governed by and construed in accordance with International Business Companies Act, 1999 and applicable Laws of Saint Lucia.

18. SEVERANCE

a. Void, illegal or unenforceable provision ineffective only to extent of illegality or unenforceability. Remaining provisions not affected.

b. Any legislation varying Client's obligations with result that rights adversely affected is excluded except to extent prohibition ineffective by law.

19. FURTHER ACTS

a. Agreement may consist of several copies each signed by one or more parties. Signed copies treated as making up one document.

b. Client agrees to do anything reasonably requested (obtaining consents, signing documents) to bind Client and other intended persons or show compliance.