

## TERMS AND CONDITIONS

Services provided by GULF BROKERS LTD, Registration No. 8417634-1, Reg. address: Room B11, First Floor, Providence Complex, Providence, Mahe Seychelles. PO BOX 6007 (hereinafter called the "Company") towards its Users (hereinafter referred to as "Users") mainly through its webpage <https://octrado.com/> are subject to these Terms and Conditions (hereinafter referred to as "Terms").

By applying for the Company's services, the User is consenting to the Terms.

### The Nature of the Services

The Company provides a simulated CFD trading and/or simulated trading with other instruments on financial markets. The platform for this simulated trading mirrors the real value of financial instruments and movement of these values in the feasible market standard. The Company also provides access to training and educational materials and may intermediate an opening of a real account provided by a broker (financial services provided by the broker are different and independent from the Company's services and are not subject to the Terms).

None of the Company's services provided to Users constitutes investment services including reception and transmission of orders, portfolio management, or investment advice. It is up to the sole decision of the Company which of the activities of trading performed by Users will be mirrored and thus executed on the financial market and which not.

### Account Opening Requirements

2.1. The following persons may not use the Platform, open an Account, enter into transactions with the Company or use any of its services:

- a) Any person who is either under the age of 18 or under the age of contractual capacity applicable in the country of their residence.
- b) Any person subject to the applicable national or international sanctions or any person who resides in jurisdictions in which the Company, at its sole discretion, does not offer its services.

2.2. User warrants that all actions performed under these Terms will not violate any law or rule applicable to the User or to the jurisdiction in which the User is resident.

2.3 The User is aware of and acknowledges any requirements and implications, including any restrictions or reporting requirements set in the User's local jurisdiction as a result of using the Company's services. The Company is not liable for any requirements imposed by a User's local authorities.

2.4. During the Account Opening, the User shall register on the Company webpage - [www.octrado.com](http://www.octrado.com), to gain access to the User Zone.

2.5. The User warrants and represents that at all times all the information provided shall be true, accurate, up to date and complete and that the User shall update the Company upon any change of the information provided.

2.6. The user acknowledges and agrees that after confirmation of purchase and obtaining login details via email, or after getting into higher phase of any program, the user has 7 calendar days to start trading on the assigned account otherwise the program might be deactivated with no refunds.

2.7. The User has the right to ask for a refund within 5 days after the payment for purchasing one of our programs is confirmed, however, this does not apply after starting to use the services, meaning opening the first trade.

## Conditions

3.1. The User has the right to perform simulation of trades on the financial markets through a special customer demo account (hereinafter referred to as the **“Trading”**) on the platform provided by the Company (hereinafter also as **“User Account”**) which shall be made accessible to him or her subject to the payment of the registration fee and conditions stipulated by the Terms. The User has a right to remuneration from the Company, subject to these Terms and to the Signal Provider Agreement. Users obtain the right to enter into the Signal Provider Agreement under conditions set forth in the Terms and subject to provisions related to particular products of the Company published on the Company’s website. The Signal Provider Agreement is offered to Users as a non-negotiable standard form contract.

3.2. The Company is not obliged to instruct Users regarding the method of trading. Users must comply with the rules of trading posted on the Company’s website.

3.3. In the event of a breach of any of the rules referred to in section 2.2, all positions on the platform shall be closed immediately and the User’s account will be blocked. In such a case, the Company has the right to terminate its legal relationship with the User.

## Information

4.1. The User shall notify the Company of any of his or her interest in business or other activities pursuing property benefits which could find themselves in conflict with the interests of the Company.

4.2. User vows to keep the confidentiality of all information received in connection with this Contract or when performing Trading.

4.3. The User acknowledges that the Company processes the personal data. The Privacy Policy of the Company is accessible on its website.

## Limitations of Liability and Indemnity

5.1. The Company gives no warranty as to the performance and/or profitability of the User’s trading decisions.

5.2. The Company shall not be liable for any act or omission or for the solvency of any bank, Execution Venue, liquidity provider, payment processor or other third parties which acts on behalf of the User or with or through whom transactions on behalf of the User are carried out.

5.3. It is provided that the Company shall not be liable to the User or any other person for any consequential, circumstantial, special or indirect damages (including without prejudice to the

generality of the aforementioned, loss of profit, loss of opportunity, commercial losses and damages) which are incurred by the User in connection with this Agreement.

5.4. The Company will not be held liable for any loss or damage, or expense incurred by the User in relation to, or directly or indirectly arising from but not limited to:

- a) Any error or failure or interruption or disconnection in the operation of the Platform(s), or any delay caused by the Terminal or Transactions made via the Terminal, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.
- b) Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control.
- c) The acts, omissions or negligence of any third party.
- d) Any person obtaining the User's Access Data that the Company has issued to the User prior to the User's reporting to the Company of the misuse of his Access Data.
- e) Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.
- f) Currency risk materializes.
- g) Any changes in the rates of tax.
- h) The occurrence of Slippage.
- i) The User relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders.
- j) Under abnormal Market Conditions.
- k) All Orders given through and under the User's Access Data.
- l) The contents, correctness, accuracy and completeness of any communication spread by the use of the Platform(s).
- m) In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the User (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud or gross negligence, be liable for any losses, costs, expenses or damages suffered by the User arising from any inaccuracy or mistake in any such information given.

## Taxes

6.1. It is agreed and understood that the User shall be solely responsible for all filings, tax returns and reports which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value-added taxes), arising out of or in connection with his trading activity with the Company hereunder. It is possible that other costs, including taxes, relating to transactions carried out on the Platform may arise for which the User is liable, and which are neither paid via us nor imposed by the Company.

## Challenges

7.1 User may join in Challenge provided by the Company. Challenge means one of the Services provided by the Company through its website. Challenge is either the Two-Step or the One-Step.

7.2 After paying the fee for the selected option of the Challenge, the User will receive the relevant login data for the trading zone at the e-mail address provided by the User or in the User Section.

7.3. The User activates the Challenge by opening the first demo trade in the Trading Platform. If the User does not activate the Challenge within 30 calendar days of the date on which it was made available to the User, the User's access to it may be suspended.

7.4. The User may also order the Trial, which has the same parameters as the Challenge, except that the progress does not count towards the progression through the Challenge. The Trial is provided by the Platform for free.

### **Two-Step Challenge**

7.5 The time limit for the Two-Step Challenge Phase 1 and the Two-Step Challenge Phase 2 is set out in the Order Form.

7.6 For the User to meet the conditions of the Two-Step Challenge Phase 1, the User must fulfil all of the following parameters at the same time by the end of the Two-Step Challenge Phase 1:

- i. during the Two-Step Challenge Phase 1, the User has opened at least one demo trade on the number of calendar days in accordance with the Minimum Trading Days rule as set out in the Order Form;
- ii. Profit Target for the respective option as described in the Order Form;
- iii. Max Daily Drawdown for the respective option as described in the Order Form; and
- iv. Max Overall Drawdown for the respective option as described in the Order Form.

7.7 If the User has met the conditions of the Two-Step Challenge Phase 1 specified in clause 7.5, and at the same time has not violated these TERMS, in particular the rules of demo trading under clause 8, the Platform will evaluate the Two-Step Challenge Phase 1 as successful and will make the Two-Step Challenge Phase 2 available to the User free of charge by sending login details to the User's e-mail address or the User Section or via other means listed on the Website. The User may request the evaluation of the Two-Step Challenge Phase 1 at any time by sending a request in the form of e-mail addressed to support@octrado.com via the User Section or via other means listed on the Website. The Platform does not have to evaluate the Two-Step Challenge Phase 1 if the User has not closed all demo trades.

7.8 The User activates the Two-Step Challenge Phase 2 by opening the first demo trade in the Trading Platform. If the User does not activate the Two-Step Challenge Phase 2 within 30 calendar days from the day on which the User received the new login data, the User's access to the Two-Step Challenge Phase 2 will be suspended. The User may request the renewal of access by sending an e-mail to support@octrado.com, via the User Section, or via other means listed on the Website within 6 months of the suspension, otherwise the Platform will terminate the provision of the Two-Step Challenge without any right to a refund.

7.9 For the User to meet the conditions of the Two-Step Challenge Phase 2, the User must fulfil all of the following parameters at the same time by the end of the Two-Step Challenge Phase 2:

- i. during the Two-Step Challenge Phase 2, the User has opened at least one demo trade on the number of calendar days in accordance with the Minimum Trading Days rule as set out in the Order Form;
- ii. Profit Target for the respective option as described in the Order Form;
- iii. Max Daily Drawdown for the respective option as described in the Order Form; and
- iv. Max Overall Drawdown for the respective option as described in the Order Form.

For the User to meet the conditions of the Two-Step Challenge Phase 2, the User shall comply with the following:

- i. User has met the conditions of the Two-Step Challenge Phase 2 specified in clause 7.8;
- ii. User has not violated these TERMS, in particular, the rules of demo trading under clause 8;

If the above conditions are met, the Platform will evaluate the Two-Step Challenge Phase 2 as successful and will recommend the User as a candidate for the Member Program. The User may request the evaluation of the Two-Step Challenge Phase 2 at any time by sending a request in the form of e-mail addressed to [support@octrado.com](mailto:support@octrado.com) a request via the User Section or via other means listed on the Website. The Platform does not have to evaluate the Two-Step Challenge Phase 2 if the User has not closed all demo trades.

7.10 If during the Two-Step Challenge Phase 1 the User does not comply with any of the conditions specified in clause 7.5 the Platform will evaluate the Two-Step Challenge Phase 1 as unsuccessful, and the User will not be allowed access to the Two-Step Challenge Phase 2. If during the Two-Step Challenge Phase 2 the User does not comply with any of the conditions specified in clause 7.8, the Platform will evaluate the Two-Step Challenge Phase 2 as unsuccessful, and the User will not be recommended as a candidate for the Member Program.

7.11 The Platform recommending the User as a candidate for the Member Program in no way guarantees the User's acceptance into the Member Program. The Platform is not responsible for the User being rejected by the Member Program for any or no reason.

### **Two-Step Challenge LITE**

7.12 The time limit for the Two-Step Challenge LITE Phase 1 and the Two-Step Challenge LITE Phase 2 is set out in the Order Form.

7.13 For the User to meet the conditions of the Two-Step Challenge LITE Phase 1, the User must fulfil all of the following parameters at the same time by the end of the Two-Step LITE Challenge Phase 1:

- i. during the Two-Step Challenge LITE Phase 1, the User has opened at least one demo trade on the number of calendar days in accordance with the Minimum Trading Days rule as set out in the Order Form;
- ii. Profit Target for the respective option as described in the Order Form;
- iii. Max Daily Drawdown for the respective option as described in the Order Form; and
- iv. Max Overall Drawdown for the respective option as described in the Order Form.
- v. Time Limit 30 days.

7.14 If the User has met the conditions of the Two-Step Challenge LITE Phase 1 specified in clause 7.13, and at the same time has not violated these Terms, in particular the rules of demo trading under clause 8, the Platform will evaluate the Two-Step Challenge LITE Phase 1 as successful and will make the Two-Step Challenge LITE Phase 2 available to the User free of charge by sending login details to the User's e-mail address or the User Section or via other means listed on the Website.

The User may request the evaluation of the Two-Step Challenge LITE Phase 1 at any time by sending a request in the form of e-mail addressed to [support@octrado.com](mailto:support@octrado.com), via the User Section or via other means listed on the Website. The Platform does not have to evaluate the Two-Step Challenge LITE Phase 1 if the User has not closed all demo trades.

7.15 The User activates the Two-Step Challenge LITE Phase 2 by opening the first demo trade in the Trading Platform. If the User does not activate the Two-Step Challenge LITE Phase 2 within 30 calendar days from the day on which the User received the new login data, the User's access to the Two-Step Challenge LITE Phase 2 will be suspended. The User may request the renewal of access by sending an e-mail to [support@octrado.com](mailto:support@octrado.com), via the User Section, or via other means listed on the Website within 6 months of the suspension, otherwise the Platform will terminate the provision of the Two-Step Challenge LITE without any right to a refund.

7.16 For the User to meet the conditions of the Two-Step Challenge LITE Phase 2, the User must fulfil all of the following parameters at the same time by the end of the Two-Step Challenge LITE Phase 2:

- i. during the Two-Step Challenge LITE Phase 2, the User has opened at least one demo trade on the number of calendar days in accordance with the Minimum Trading Days rule as set out in the Order Form;
- ii. Profit Target for the respective option as described in the Order Form;
- iii. Max Daily Drawdown for the respective option as described in the Order Form; and
- iv. Max Overall Drawdown for the respective option as described in the Order Form
- v. Time Limit 30 days.

7.17 For the User to meet the conditions of the Two-Step Challenge LITE Phase 2, the User shall comply with the following:

- i. User has met the conditions of the Two-Step Challenge LITE Phase 2 specified in clause 7.16;
- ii. User has not violated these TERMS, in particular, the rules of demo trading under clause 8;

If the above conditions are met, the Platform will evaluate the Two-Step Challenge LITE Phase 2 as successful and will recommend the User as a candidate for the Member Program. The User may request the evaluation of the Two-Step Challenge LITE Phase 2 at any time by sending a request in the form of e-mail addressed to [support@octrado.com](mailto:support@octrado.com), a request via the User Section or via other means listed on the Website. The Platform does not have to evaluate the Two-Step Challenge LITE Phase 2 if the User has not closed all demo trades.

7.18 If during the Two-Step Challenge LITE Phase 1 the User does not comply with any of the conditions specified in clause 7.13, the Platform will evaluate the Two-Step Challenge LITE Phase 1 as unsuccessful, and the User will not be allowed access to the Two-Step Challenge LITE Phase 2. If during the Two-Step Challenge LITE Phase 2 the User does not comply with any of the conditions specified in clause 7.16, the Platform will evaluate the Two-Step Challenge LITE Phase 2 as unsuccessful, and the User will not be recommended as a candidate for the Member Program.

7.19 The Platform recommending the User as a candidate for the Member Program in no way guarantees the User's acceptance into the Member Program. The Platform is not responsible for the User being rejected by the Member Program for any or no reason.

### **One-Step Challenge**

7.20 The time limit for the One-Step Challenge is set out in the Order Form.

7.21 For the User to meet the conditions of the One-Step Challenge, the User must fulfil all of the following parameters at the same time by the end of the One-Step Challenge:



- i. during the One-Step Challenge, the User has opened at least one demo trade on the number of calendar days in accordance with the Minimum Trading Days rule as set out in the Order Form;
- ii. Profit Target for the respective option as described in the Order Form;
- iii. Max Daily Drawdown for the respective option as described in the Order Form; and
- iv. Max Overall Drawdown for the respective option as described in the Order Form.

7.22 For the User to meet the conditions of the One-Step Challenge, the User shall comply with the following:

- i. User has met the conditions of the One-Step Challenge specified in clause 7.21;
- ii. User has not violated these TERMS, in particular, the rules of demo trading under clause 8;

If the above conditions are met, the Platform will evaluate the One-Step Challenge as successful and will recommend the User as a candidate for the Member Program. The User may request the evaluation of the One-Step Challenge at any time by sending a request in the form of e-mail addressed to support@octrado.com, a request via the User Section or via other means listed on the Website. The Platform does not have to evaluate the One-Step Challenge if the User has not closed all demo trades.

7.23 If during the One-Step Challenge the User does not comply with any of the conditions specified in clause 7.21, the Platform will evaluate the One-Step Challenge as unsuccessful, and the User will not be recommended as a candidate for the Member Program.

7.24 The Platform recommending the User as a candidate for the Member Program in no way guarantees the User's acceptance into the Member Program. The Platform is not responsible for the User being rejected by the Member Program for any or no reason.

### **Instant Funding**

7.25 The time limit for the Instant Funding program is set out in the Order Form.

7.26 For the User to meet the conditions of the Instant Funding program, the User must fulfil all of the following parameters during the funded period:

- v. Profit Target for the respective option as described in the Order Form;
- vi. Max Daily Drawdown for the respective option as described in the Order Form; and
- vii. Max Overall Drawdown for the respective option as described in the Order Form.

7.27 For the User to meet the conditions of the Instant Funding program, the User shall comply with the following:

- iii. User has met the conditions of the One-Step Challenge specified in clause 7.26;
- iv. User has not violated these TERMS, in particular, the rules of demo trading under clause 8;

7.28 If during the Instant Funding the User does not comply with any of the conditions specified in clause 7.26, the Platform will evaluate the Instant Funding as unsuccessful, and the account will be closed. If during the Instant Funding the User does not comply with any of the conditions specified in clause 7.27, the Platform will evaluate the Instant Funding as unsuccessful, and the account will be closed.

7.11 The Platform recommending the User as a candidate for the Member Program in no way guarantees the User's acceptance into the Member Program. The Platform is not responsible for the User being rejected by the Member Program for any or no reason.

**NOTE: Once you join the Member Program (funded stage), your Withdrawal limit is the amount exceeding of your Virtual Capital Account's starting balance. (If you get \$100,000, Virtual Capital Account starting balance, the equity of your Virtual Capital Account after Withdrawals cannot fall under starting balance).**

## Rules of Demo Trading

8.1. During the demo trading on the Trading Platform, the User may perform any demo trades, unless these constitute Prohibited Trading Practices within the meaning of clause 10.1. Moreover, the User agrees to follow good market standard rules and practices for trading on financial markets. Restrictions may also be imposed by the trading conditions of the Trading Platform that the User selected for trading.

8.2 The User acknowledges that the Platform has access to information about the demo trades that the User performs on the Trading Platform. The User grants the Platform consent to share such information with persons/entities who are in a group with the Platform or who are otherwise affiliated with the Platform, and the User grants the Platform and these persons/entities consent and authorization to handle this information at their own will. The User acknowledges that it is possible for the User to suspend demo trading on the Trading Platform at any time.

8.3 The Platform bears no responsibility for the information displayed on the Trading Platform, nor for any interruption of, or delay or inaccuracy in the market information displayed through the User Section.

## Prohibited Trading Practices

9.1 During the demo trading, the User shall not:

- i. perform demo trades in contradiction with these Terms and terms and conditions of the Trading Platform;
- ii. perform demo trades or combinations of demo trades the purpose of which is to manipulate demo trading, for example by simultaneously entering into opposite positions;
- iii. perform demo trades using an external or slow data feed;
- iv. perform aggressive trading, which means using more than 40% of the available margin for 1 single trade or multiple trades on the same instrument in the same direction;
- v. use any means which might manipulate, abuse, or give to the User an unfair advantage when using the Services;
- vi. use trading strategies that exploit errors in the Challenge such as errors in display of prices or delay in their update; or
- vii. otherwise perform demo trades in contradiction with how trading is actually performed in the financial markets, or in a way that establishes concerns that the Platform might suffer financial



or other harm as a result of the User's activities (e.g., overleveraging, overexposure, one-sided bets, account rolling).

9.2 The User agrees that all the Challenges are for the User's personal use only, meaning that only the User may access the User's account and perform demo trades. For that reason, the User agrees not to:

- i. allow access to and trading on the User's account by any third party nor engage or cooperate with any third party in order to have such third party perform demo trades for the User; and
- ii. access any third-party User's account, trade on behalf of any third party or perform any account management or similar services, where the User agrees to trade, operate or manage the User's account on behalf of another user, all whether performed as a professional or otherwise.

The User acknowledges that if the User acts or behaves in contradiction with the aforesaid, the Platform will consider such action/behavior as a Prohibited Trading Practice.

9.3 The User shall not exploit the Challenge by performing demo trades without applying market standard risk management rules for trading on financial markets, this includes, among others, the following practices:

- i. opening substantially larger position sizes compared to the User's other demo trades, whether on this or any other User's account; or
- ii. opening substantially smaller or larger number of positions compared to User's other demo trades, whether on this or any other User's account.

The Platform reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations are Prohibited Trading Practices.

9.4 If the User engages in any of the Prohibited Trading Practices.

9.5 In case when any of the Prohibited Trading Practices are executed on one or more User's accounts of one User, or User's accounts of various Users, or by combining trading through User's account and Member Program account, then the Platform is entitled to cancel all Services and terminate all respective contracts related to any User's account and/or apply other measures in clause 10.4. The User acknowledges that the Platform may exercise any and all actions in clauses 10.4 and 10.5 at its own discretion.

9.6 If any User's accounts were used for or were involved in the Prohibited Trading Practices, this may constitute a breach of respective terms and conditions for user accounts with a third-party provider and may result in cancellation of all such user accounts and termination of respective agreements by a third-party provider.

9.7 If the User engages in any of the practices described in clause 10.1 repeatedly, and the Platform has previously notified the User thereof, the Platform may prevent the User from accessing all Services or their parts, including access to the User Section and the Trading Platform, without any compensation. In such a case, the User is not entitled to a refund of the fees paid.

9.8 The Platform shall not bear any responsibility for trading or other investment activities performed by the User outside the relationship with the Platform, for example by using data or other information from the User Section, the Trading Platform, or otherwise related to the Challenge in real trading on financial markets, not even if the User uses for such trading the same Trading Platform that the User uses for demo trading.

## Final Provisions

10.1 If the User violates any provision of these Terms in a manner that may cause any harm to the Platform, the Platform may prevent the User from ordering any other Services and restrict the User's access to the Services, including access to the User Section and the Platform, without any prior notice and without any compensation. If such violation constitutes a material breach of the contract by the User, the Platform is entitled to immediately withdraw from the contract.

10.2 The Platform reserves the right to cancel all Services and terminate all respective contracts related to any User's account at its own discretion and at any time. Should the Platform act in accordance with this clause, the User is entitled to a refund of any fees paid for the currently activated Services or the Services that are yet to be activated.

10.3 Both the User and the Platform undertake to act in accordance with the principles of fair dealing in the performance of the contract and in mutual negotiations and, in particular, not to damage the good reputation and legitimate interests of the other party. The User and the Platform will resolve any possible disagreements or disputes between them in accordance with these Terms and the applicable law.

10.4 These Terms constitute the complete terms and conditions agreed between the User and the Platform and supersede all prior agreements relating to the subject matter of the Terms, whether verbal or written.

10.5 Prior to the mutual acceptance of these Terms, the Platform and the User have carefully assessed the possible risks arising from them and accepted those risks.

10.6 Nothing in these Terms is intended to limit any legal claims set out elsewhere in these Terms or arising from the applicable law. If the Platform or any third party authorized thereto does not enforce the compliance with these Terms, this can in no way be construed as a waiver of any right or claim.

10.7 If any provision of the Terms is found to be invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. No past or future practice established between the Platform and the User and no custom maintained in general or in the industry relating to the subject-matter of the performance, which is not expressly referred to in the Terms, shall be applied and no rights and obligations shall be derived from them for the Platform and the User; in addition, they shall not be taken into account in the interpretation of manifestations of the will of the Platform and the User.

10.8 The Platform may assign any claim arising to the Platform from these Terms or any contract to a third party without the consent of the User. The User agrees that the Platform may, as the assignor, transfer its rights and obligations under these Terms or any agreement or parts thereof to a third party. The User is not authorized to transfer or assign the User's rights and obligations under these Terms or any agreements or parts thereof, or any receivables arising from them, in whole or in part, to any third party.

10.9 The Platform has not adopted any Consumer codes of conduct.

10.10 These T&C shall enter into force and effect on 24.6.2024.

10.11 The Platform reserves the right to change the Terms, and any specific and individual part thereof, at any time with immediate effect for new Users and newly placed orders of the Services by the existing Users. The Platform will notify the existing Users of the change to the Terms by e-mail, via the User Section or via other means listed on the Website. The Services are provided throughout

the period of their duration pursuant to the version of the Terms which was valid and effective at the time at which the relevant Service was ordered.