

SabioTrade Terms and Conditions (U.S. Market - Simulated Trading and Performance Awards)

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Company: CODEVIL IT ENGINEERING LIMITED (Company No. 680139), 2c, Grangegorman Lower, Smithfield, Dublin, Ireland, D07A433 (doing business as "SabioTrade").

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Section 1 — Nature of Services; Acceptance of Terms

IMPORTANT NOTICE REGARDING NATURE OF SERVICES

SabioTrade provides access to a proprietary educational and evaluation platform that utilizes simulated (paper) trading environments exclusively. The Services do not involve the execution of real trades or transactions in any financial instruments.

Users do not open brokerage accounts through the Company. The Company does not route orders to any exchange, market, or liquidity provider, and does not accept, hold, or manage customer funds for the purpose of trading or investment. All activities conducted within the Services are simulated and have no effect on real-world financial markets.

AGREEMENT TO TERMS

These Terms and Conditions (the “Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and SabioTrade (the “Company,” “we,” “us,” or “our”) governing your access to and use of the Company’s websites, platforms, software, dashboards, simulated trading environments, educational content, and any related services (collectively, the “Services”).

By accessing or using the Services, including but not limited to creating an account or purchasing any plan, you acknowledge that you have read, understood, and agree to be bound by these Terms.

If you do not agree to these Terms, you must not access or use the Services.

Section 2 — Definitions

For purposes of these Terms, the following capitalized terms shall have the meanings set forth below:

“Simulated Trading” means trading conducted in a virtual, simulated, or “paper trading” environment provided through the Services. Simulated Trading does not involve the execution of real transactions in any financial instruments, does not interact with any live market, and does not expose the User to actual market risk, liquidity conditions, or execution outcomes.

“Evaluation” means a time-limited and/or rule-based simulated assessment program designed to evaluate a User’s trading behavior, discipline, and adherence to predefined risk parameters and Program Rules within a Simulated Trading environment.

“Award Account” means a simulated account stage within the Services for which a User may become eligible, subject to satisfaction of all applicable criteria, including compliance

with these Terms and the Program Rules. An Award Account is not a brokerage account, does not involve the deposit or holding of customer funds, and does not permit the execution of real trades in financial markets.

“Performance Award” or **“Award”** means a discretionary contractual payment that the Company may, in its sole discretion, grant to a User based on the User’s simulated performance and continued compliance with these Terms and the Program Rules. A Performance Award does not constitute, and shall not be construed as, trading profits, investment returns, or withdrawals from any brokerage or financial account, as no such account exists within the Services.

“Program Rules” means the rules, conditions, trading parameters, risk limits, and prohibited conduct provisions applicable to the Services, as made available to the User at the time of purchase, within the User’s dashboard, or otherwise through the Services, as may be updated by the Company from time to time in accordance with these Terms.

“Plan-Specific Parameters” means the specific quantitative or qualitative requirements applicable to a particular plan or program offering, including, without limitation, profit targets, daily loss limits, maximum drawdown thresholds (including trailing drawdown), minimum or maximum trading days, and any other criteria defined by the Company. Plan-Specific Parameters form an integral part of the Program Rules.

Section 3 — Nature of the Services

The Services provided by the Company constitute an educational platform and a simulation environment. All activities conducted through the Services involve Simulated Trading only. The Company is not a broker-dealer, futures commission merchant (FCM), introducing broker (IB), retail foreign exchange dealer (RFED), commodity trading advisor (CTA), or investment adviser, and does not provide brokerage, custody, execution, or investment advisory services.

All data, including without limitation prices, charts, order executions, fills, spreads, slippage, and performance metrics displayed within the Services, are generated within a simulated environment, are hypothetical in nature, and may not reflect actual market conditions, liquidity, pricing, or execution outcomes.

Section 4 — Eligibility

4.1 Eligibility Requirements

To access or use the Services, you must meet all of the following eligibility criteria:

(a) You are a natural person at least eighteen (18) years of age and possess the legal capacity to enter into a binding contract under applicable law;

(b) You are a legal resident of the United States of America, including its states, territories, and possessions, and possess a valid U.S. Tax Identification Number (such as a Social Security Number);

(c) You have not been convicted of, or are not currently under investigation for, any financial crime, fraud, money laundering, terrorist financing, or similar offense;

(d) You are able to successfully complete any identity verification, know-your-customer (“KYC”) procedures required by the Company or its third-party service providers.

4.2 Compliance with Applicable Law

You may access and use the Services only in compliance with all applicable federal, state, and local laws and regulations. You are solely responsible for determining whether your access to and use of the Services is lawful in your jurisdiction.

The Services are not intended to provide access to, or facilitate participation in, binary options, event-based contracts, wagering products, or any form of regulated financial instruments or transactions.

If you access the Services from the United States, you acknowledge that you are purchasing access to software and a simulated evaluation environment, and any Performance Award (if offered) is a contractual payment from the Company based on simulated results and compliance.

The Services are intended solely for use by eligible users within the United States. The Company does not offer the Services to individuals or entities located outside the United States.

The Company reserves the right to verify your eligibility at any time and to suspend or terminate your access to the Services if you fail to satisfy any applicable requirements.

Section 5 — Account Registration; Identity Verification; Account Restrictions

5.1 Account Registration

To access the Services, you must create an account and provide accurate, complete, and current information at all times. You agree to promptly update any information to ensure its continued accuracy.

You are solely responsible for maintaining the confidentiality of your account credentials and for all activities conducted through your account.

5.2 Identity Verification (KYC)

The Company may, at any time, require you to complete identity verification procedures (“Know Your Customer” or “KYC”) and provide additional information or documentation as a condition of accessing or continuing to use the Services, including eligibility for any Performance Award.

You agree to provide all requested documentation promptly and acknowledge that failure to do so may result in restriction, suspension, or termination of your account.

5.3 Required Documentation

As part of the identity verification process, you may be required to submit the following:

(a) Proof of Identity

A valid, government-issued identification document, including a passport or driver’s license, which must:

- Contain your full legal name, photograph, and date of birth;
- Include a visible date of issue and, where applicable, expiration date;
- Be valid and not expired at the time of submission;
- Be submitted as a clear, original image (not scanned copies or altered images), with all edges, borders, and corners fully visible.

(b) Proof of Address

A valid document evidencing your residential address, including but not limited to a bank statement, utility bill, or official certificate issued by a governmental authority, which must:

- Contain your full legal name and residential address;
- Include a visible date of issuance;
- Bear an official stamp, seal, or other indicia of issuance from the issuing entity;
- Have been issued no more than six (6) months prior to submission.

(c) Additional Documentation

The Company reserves the right, on a case-by-case basis, to request additional documentation or information as necessary to verify your identity, assess eligibility, or comply with legal, regulatory, or internal risk management requirements, including but not limited to:

- U.S. Tax Identification Number (e.g., Social Security Number or Employer Identification Number);
- Proof of source of funds;
- Any other documentation reasonably requested by the Company or its third-party verification providers.

5.4 Account Ownership and Use

Your account is personal to you and may not be shared, transferred, assigned, or otherwise made available to any third party.

You may not create or operate multiple accounts for the purpose of circumventing Program Rules, eligibility requirements, account limitations, or review processes.

Unless expressly approved in writing by the Company:

- You are limited to one (1) Free Trial account; and
- All accounts, plans, and challenges must be registered and maintained under a single email address controlled by you.

The use of multiple email addresses, third-party identities, or falsified or borrowed documentation to create or operate accounts is strictly prohibited.

Section 6 — Fees, Billing, and Refunds

You pay fees for access to the Services (including Evaluation access, dashboards, software tools, and educational materials). Fees and plan parameters are shown at checkout and may change for future purchases.

All purchases are final and non-refundable, except where required by applicable law. The Company does not guarantee that you will earn any Performance Award.

Section 7 — Program Stages and Program Rules

7.1 Your participation in the Services may include one or more program stages, including (i) the Evaluation stage and (ii) the Award Account stage. Each stage is subject to specific requirements and conditions as defined by the Company.

7.2 All trading rules, risk parameters, performance requirements, and plan-specific conditions applicable to your account (collectively, the “Program Rules”) are set forth in [Annex A \(Program Rules and Trading Conditions\)](#), which is incorporated into these Terms by reference.

7.3 You acknowledge and agree that the Program Rules form an integral part of these Terms and are binding upon you at all times while using the Services.

7.4 The Company reserves the right to modify the Program Rules at any time, including for active accounts where reasonably necessary to protect platform integrity, manage risk, prevent abuse, or comply with legal or regulatory requirements. Any material changes will be communicated through the dashboard, email, or the Company’s website.

7.5 You agree that the Services are for your personal use only. You may not:

- Allow any third party to access your account or any Simulated Trading environment associated with your account;
- Engage or cooperate with any third party to perform simulated trading on your behalf or in coordination with you;
- Access or use the account of any other user;
- Perform simulated trading on behalf of another person or provide account management or similar services, whether on a professional or non-professional basis.

7.6 Progression between program stages, including eligibility for an Award Account, is subject to strict compliance with these Terms and the Program Rules, including successful completion of identity verification procedures and adherence to all trading and conduct requirements.

Section 8 — Performance Awards

If you satisfy the applicable eligibility criteria, the Company may, in its sole discretion, offer you a Performance Award. Performance Awards are not guaranteed, are subject to review, and may be denied, withheld, or adjusted if you fail to comply with these Terms or the Program Rules.

8.1 Nature of Performance Awards

A Performance Award is a discretionary contractual payment made by the Company. It does not represent, and shall not be construed as, trading profits, investment returns, or a withdrawal of funds from any brokerage or financial account, as all trading activity within the Services is simulated.

Nothing in the Services creates any entitlement or expectation of receiving a Performance Award.

8.2 Source of Awards

Any Performance Awards, if granted, are funded exclusively from the Company's business revenues and/or the Company's own activities. The Company does not accept customer funds for trading purposes and does not hold margin, deposits, or investment capital on behalf of Users.

8.3 Eligibility and Conditions

Eligibility criteria for Performance Awards are displayed in your dashboard and at the time of purchase and may vary depending on your selected plan.

In addition to any Plan-Specific Parameters, the following minimum conditions apply:

- **Account Status:** All simulated positions must be closed prior to submitting a request for Performance Award evaluation;

- **Concentration Limits:** No more than forty percent (40%) of total simulated profit may be attributable to a single trade;
- **Minimum Trading Activity:** You must execute a minimum number of trades, generally between five (5) and seven (7), of comparable size, demonstrating consistent trading behavior and risk management;
- **Submission Frequency:** A request for Performance Award evaluation may be submitted no earlier than seven (7) days following the most recent approved Performance Award distribution.

The Company reserves the right to review your trading history and to determine, in its sole discretion, whether your activity reflects consistent, disciplined, and sustainable trading practices. The Company may decline any Performance Award if such standards are not met.

8.4 Review and Audit

The Company may review your account activity, trading history, and related data at any time to assess compliance with these Terms and the Program Rules, including for the detection of prohibited conduct, platform abuse, or attempts to manipulate simulated trading conditions.

You acknowledge and agree that the Company may delay, suspend, or withhold any Performance Award while such review is ongoing.

8.5 Taxes

You are solely responsible for determining and satisfying any tax obligations arising from any Performance Award.

8.6 Setoff and chargebacks

If you initiate a chargeback or payment dispute for Fees, the Company reserves the right to suspend or terminate your account and, to the extent permitted by applicable law and payment network rules, to offset, withhold, or recover any pending or previously issued Performance Awards.

Section 9 — Prohibited Conduct and Platform Abuse

9.1 Prohibited Conduct

You agree not to engage in any activity that undermines the integrity of the Services or creates legal, regulatory, or operational risk for the Company.

Without limitation, the following conduct is strictly prohibited:

(a) Account Misuse and Identity Violations

- Sharing account access, using another person's account, or allowing any third party to access or operate your account;
- Providing false, misleading, or third-party identification documents, or otherwise misrepresenting your identity.

(b) Platform Abuse and Exploitation

- Exploiting latency, pricing errors, system bugs, technical malfunctions, or infrastructure weaknesses;
- Attempting to manipulate simulated fills, slippage, pricing, or performance metrics;
- Reverse engineering, decompiling, or attempting to bypass or circumvent any security or technological protections of the Services.

(c) Market Abuse and Unlawful Conduct

- Using non-public or insider information;
- Engaging in front-running or any conduct that would be unlawful if conducted in real financial markets.

(d) Manipulative or Coordinated Trading

- Hedging or cross-account hedging designed to circumvent Program Rules;
- Coordinated trading with other users or third parties intended to manipulate results or bypass risk limits;
- Any arbitrage strategy designed to exploit pricing discrepancies, latency differences, execution delays, or other inefficiencies across accounts, platforms, or instruments.

(e) Automated and High-Frequency Trading

- Use of automated, algorithmic, or semi-automated trading systems without prior written approval from the Company, including but not limited to bots, scripts, APIs, trade copiers, or expert advisors (EAs);
- High-frequency trading or any strategy designed to exploit limitations of the simulated environment.

(f) Gambling and Excessive Risk Behavior

- Gambling-like behavior, including repeated all-in trades, excessive leverage, or trading designed to resemble binary event betting.

For purposes of this Section, "all-in" trading refers to committing all or a substantial portion of available simulated capital or margin (80% or more) to a single trade or series of trades in the same direction.

(g) General Abuse and Circumvention

- Any conduct that the Company reasonably determines is intended to manipulate, abuse, or circumvent the Services, the Program Rules, or these Terms.

If the Company determines, in its sole discretion, that you have engaged in any prohibited conduct, the Company may take any action it deems appropriate, including without limitation:

- Suspension or termination of your account;
- Closure of any active accounts;
- Denial, withholding, or recovery (clawback) of any Performance Awards;
- Forfeiture of any Fees paid, to the extent permitted by applicable law.

9.2 Prohibited Uses of the Services

You may not use the Services:

- In violation of any applicable federal, state, or local law or regulation;
- To infringe upon or violate the rights of any third party, including intellectual property, privacy, or proprietary rights;
- To transmit or distribute unsolicited commercial communications, including spam.

You are further prohibited from:

- Scraping, crawling, framing, or aggregating any part of the Services;
- Posting unauthorized links or content;
- Attempting to gain unauthorized access to systems or data;
- Conducting denial-of-service (DoS) attacks or similar disruptive activities;
- Circumventing or attempting to circumvent any technological safeguards or access controls.

The Company reserves the right, but not the obligation, to monitor, review, or remove any content or activity that violates these Terms.

Section 10 — Communications and Marketing Disclosures

You agree not to represent, directly or indirectly, that you hold a live trading, brokerage, or investment account with the Company, or that you are trading real funds through the Services.

If you reference, describe, or promote your use of the Services, including through social media, public forums, or any other communication channel, you must ensure that such statements are accurate and not misleading and/or with the intent to omit or obscure the simulated nature of trading conducted through the Services.

Any public or private communication regarding the Services must clearly reflect that:

- All trading activity is simulated; and
- Any Performance Award constitutes a discretionary contractual payment.

The Company reserves the right, in its sole discretion, to require the modification or removal of any content that it determines to be false, misleading, non-compliant, or inconsistent with the nature of the Services or applicable law. This includes user-generated content, testimonials, and promotional materials.

The Company may implement monitoring, reporting, and enforcement measures, including the issuance of warnings, suspension of accounts, or denial of Performance Awards, in connection with violations of this Section.

Section 11 — No Advice; Risk Disclosure; Hypothetical Performance

The Company does not provide investment, financial, legal, or tax advice. All content provided through the Services is for general informational and educational purposes only.

All trading activity within the Services is simulated. Any performance results are hypothetical, do not reflect actual trading, and are subject to inherent limitations.

Past performance, whether simulated or otherwise, is not indicative of future results.

Section 12 — Intellectual Property; Limited License

The Services, including all software, content, materials, trademarks, and branding, are owned by the Company or its licensors and are protected by applicable intellectual property laws.

Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services solely for their intended purposes.

Section 13 — Data Use and Privacy

The Company's collection and use of personal information is described in its Privacy Policy. You consent to the Company collecting and processing information necessary to provide the Services, prevent fraud, and comply with law.

You also consent to the Company using de-identified and aggregated trading activity data to improve simulator realism, improve educational content, and evaluate program integrity. The Company may also use trading activity to inform the Company's own risk research and trading decisions. This does not create any fiduciary duty to you.

Section 14 — Suspension; Termination

The Company may suspend or terminate your access to the Services at any time for suspected fraud, Prohibited Conduct, security risk, non-payment, chargebacks, legal compliance reasons, or other reasons at the Company's discretion.

Upon termination, your license ends immediately and you must stop using the Services. Sections that by their nature should survive will survive, including IP, disclaimers, limitation of liability, indemnity, and dispute resolution.

Section 15 — Disclaimers

AS-IS. The Services are provided on an as-is and as-available basis. The Company disclaims all warranties to the maximum extent permitted by law, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Company does not warrant that the Services will be uninterrupted, error-free, or that simulated pricing will match any live market.

Section 16 — Limitation of Liability

To the maximum extent permitted by law, the Company will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost data, or business interruption, arising out of or relating to the Services or these Terms.

To the maximum extent permitted by law, the Company's total liability for any claim will not exceed the fees you paid to the Company for the Services in the three (3) months preceding the event giving rise to the claim, or USD 1,000, whichever is less.

Section 17 — Indemnification

You agree to indemnify and hold harmless the Company and its officers, directors, employees, contractors, and affiliates from any claims, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of your use of the Services, your violation of these Terms, or your violation of applicable law.

Section 18 — Dispute Resolution: Binding Arbitration; Class Action Waiver

PLEASE READ CAREFULLY. This section affects your rights. Most disputes will be resolved by binding arbitration rather than in court.

Except for (i) individual claims in small claims court, and (ii) claims seeking injunctive relief for intellectual property misuse or unauthorized access, any dispute arising out of or relating to these Terms or the Services will be resolved by binding arbitration under the U.S. Federal Arbitration Act.

Arbitration will be administered by JAMS or the American Arbitration Association (AAA) under its consumer rules (as applicable). The arbitration will be conducted in English. The arbitrator may award the same damages and relief as a court, but only to the extent permitted by these Terms and applicable law.

Class action waiver: You and the Company agree to bring claims only in your individual capacities, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate claims or preside over any form of representative proceeding.

Jury trial waiver: To the extent a dispute is litigated in court, you and the Company waive any right to a jury trial.

Section 19 — Governing Law

For all users located in the United States, these Terms and any dispute not subject to arbitration will be governed by the laws of the State of New York, excluding its conflict-of-law rules, and applicable U.S. federal law.

For Users located outside the United States, the Company may apply the governing law and forum stated in the checkout flow or a localized addendum, where provided.

Section 20 — Trademarks and Intellectual Property

All trademarks, service marks, trade names, logos, and branding displayed in connection with the Services (collectively, the “Marks”) are the property of the Company or its licensors and are protected by applicable intellectual property laws.

You may not use the Marks in any manner that is likely to cause confusion, mistake, or deception, or that falsely suggests affiliation with, endorsement by, or sponsorship from the Company. Without limitation, you are prohibited from using the Marks in domain names,

keyword advertising, metadata, or any similar manner without the Company's prior written consent.

All content and materials made available through the Services, including but not limited to text, graphics, images, software, code, designs, audio, video, and other materials (collectively, the "Content"), are owned by or licensed to the Company and are protected by intellectual property and other applicable laws.

Except as expressly permitted under these Terms, you may not copy, reproduce, modify, distribute, transmit, display, publish, create derivative works from, sell, license, or otherwise exploit any part of the Services, the Content, or the Marks for any purpose without the prior written consent of the Company.

Access to the Services does not grant you any ownership rights or licenses to any intellectual property, except for the limited rights expressly granted under these Terms.

All rights not expressly granted are reserved by the Company and its licensors.

Section 21 — Miscellaneous

- **Severability:** If any provision is held unenforceable, the remaining provisions remain in effect.
- **Assignment:** You may not assign these Terms without the Company's consent. The Company may assign these Terms in connection with a merger, acquisition, or sale of assets.
- **Changes:** The Company may update these Terms from time to time. Continued use after an effective date constitutes acceptance.
- **Entire Agreement:** These Terms and the Program Rules constitute the entire agreement regarding the Services.

Annex A — Program Rules and Trading Conditions

This Annex A forms an integral part of the Terms and Conditions and sets forth the trading rules, risk parameters, and performance requirements applicable to the Services (the “Program Rules”). Capitalized terms not defined herein shall have the meanings set forth in the Terms.

A.1 General Conditions

All trading activity within the Services is conducted in a Simulated Trading environment.

Program Rules, including simulated profit targets, risk limits, and trading conditions, vary depending on the selected plan (the “Plan-Specific Parameters”). You are responsible for reviewing and understanding the conditions applicable to your account at the time of purchase.

Failure to comply with any Program Rule constitutes a breach of the account.

A.2 Account Activity Requirement

Your account must remain active. If no new trades are opened for a period of thirty (30) consecutive calendar days, the account will be considered breached and may be terminated.

A.3 Daily Loss Limit

You must not incur losses exceeding the applicable daily loss limit, expressed as a fixed percentage of the previous day’s closed balance. Usually 5%

- The closed balance is determined at 00:00 UTC and excludes unrealized simulated profit or loss.
- A breach occurs if your account equity falls to or below the permitted daily loss threshold.

The applicable percentage may vary depending on the selected plan.

A.4 Maximum Trailing Drawdown

At no time may your account equity fall below the permitted maximum trailing drawdown threshold.

- This threshold is calculated based on your highest recorded simulated closed balance.
- The drawdown limit is measured as a percentage relative to the initial simulated account balance, as defined in your plan. Usually 6%

A breach occurs if your account equity falls to or below the applicable threshold.

The applicable percentage may vary depending on the selected plan.

A.5 Post-Award Floor (Award Accounts Only)

Following the first approved Performance Award, your account equity must remain above the initial account balance at all times.

A breach occurs if your equity falls to or below the initial account balance.

This requirement applies in addition to all other Program Rules.

A.6 Trading Consistency Requirement

To demonstrate consistent and disciplined trading behavior:

- The simulated profit generated during your most profitable trading day must not exceed forty percent (40%) of your total accumulated simulated profit;
- The simulated profit generated from any single trade must not exceed forty percent (40%) of your total accumulated simulated profit.

If these thresholds are exceeded, you must continue trading until compliance is achieved.

The Company reserves the right to review your trading activity, including strategy, execution patterns, and risk management practices. Where trading behavior is determined to be inconsistent with sustainable or disciplined trading practices, the Company may, in its sole discretion, deny progression to the next stage or decline any Performance Award.

A.7 Free Trial Accounts

Free Trial accounts are valid for seven (7) calendar days from activation and will be automatically terminated upon expiration.

Each User is limited to one (1) Free Trial account unless otherwise expressly approved by the Company in writing.

A.8 Evaluation Completion Requirements

To be eligible for progression from the Evaluation stage to an Award Account, you must:

- Achieve the required simulated profit target specified in your plan;
 - Comply with all Program Rules at all times;
 - Avoid all prohibited conduct as set forth in the Terms;
 - Successfully complete all required identity verification procedures.
-

A.9 Interpretation and Enforcement

All Program Rules are interpreted and applied by the Company in its sole discretion.

The Company reserves the right to investigate any trading activity and to determine, in its sole discretion, whether a breach has occurred. Any breach may result in account suspension, termination, or ineligibility for progression or Performance Awards.