

IQ Option Europe Ltd with Registration No. HE327751, with its registered office at 82nd Street, No. 4 4153 Kato Polemidia, 4153 Limassol, Cyprus (hereinafter referred to as the “Company”) on the one part and the Client who has registered for a trading account with the Company and deposited funds on the other part.

The Company is authorized and regulated by the Cyprus Securities and Exchange Commission (hereinafter referred to as the “CySEC”) with license No. 247/14, to provide the Investment and Ancillary Services listed in paragraph 2.2 below under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of the L.87(I)/2017 (the “Law”). The contact address of CySEC is 27 Diagorou St. CY-1097, Nicosia, Cyprus.

This Agreement is a legally binding contract, and you have a duty to read this Agreement before using the accessing the Services offered by the Company. By using the Services, you are agreeing to the terms and conditions contained within this Agreement.

The Company reserves the right to suspend, replace, modify, amend, or terminate this Agreement at any time and within its sole and absolute discretion. In the event The Company replaces, modifies, or amends this Agreement, your continued use of the Services after a change in the Effective Date of said changes will constitute your agreement to any replacement, modification, or amendment to this Agreement.

## **User Representations**

By using the Services, you represent that you at least eighteen (18) years old and are of sound mind and that you have the capacity to agree to and uphold the terms and conditions contained within this Agreement. If you use the Services on behalf of a business entity or other third-party, then you represent that you have actual authority to act as an agent of that business entity or third-party, and that you have the right and ability to agree to and bind that third-party or business entity to the terms of this Agreement on its behalf.

You represent that your use of the Services does not violate any law, regulation, ordinance, statute, or treaty that is applicable to individuals or business entities located in the jurisdiction in which you live. You further represent that you are not prohibited from entering into this Agreement by the terms of any preexisting agreement.

# Limited License

The Company provides you with limited, non-exclusive, non-sublicensable, non-assignable, revocable, and royalty-free license to use the Services for its customary and intended purposes. You are expressly prohibited from scraping, framing, hacking, reverse engineering, crawling, or aggregating the Services, the Company Website, whether in whole or in part, without the prior written consent of the Company.

You acknowledge and agree that your limited use of the Services does not entitle you to any license or intellectual property rights to any technology, intellectual property, copyrights, trademarks, or trade secrets of the Company or any third-party contractor thereof. You acknowledge and agree that your use of the Services is limited by the terms of this Agreement, and you expressly agree that you will not use the Services in any manner that is not expressly authorized under the terms of this Agreement. The Company reserves all of its rights not expressly granted through this Agreement.

This license is revocable at any time, and any rights not expressly granted in this Agreement are reserved for the Company.

# Prohibited Uses

You are expressly prohibited from using the Services to violate any law, statute, ordinance, regulation, or treaty, whether local, state, provincial, national, or international, or to violate the rights of a third-party, including, but not limited to intellectual property rights, privacy rights, rights of publicity, or other personal or proprietary rights.

Additionally, you are expressly prohibited from scraping, crawling, framing, posting unauthorized links to, aggregating, hacking, performing denial of service (DOS) attacks on, reverse engineering, or circumventing technological protection measures of the Services or the Company website.

You are also prohibited from using the Services or the Company website to transmit unsolicited commercial emails to third parties or Users of the Company. While The Company is not responsible for any such content posted by its Users and does not have the affirmative obligations to monitor such content, it does reserve the right to remove them.

You are also prohibited from using any strategy that is expressly prohibited by SabioTrade. Such prohibited activities ("Prohibited Activities") shall include, but not be limited to:

- Exploiting errors or latency

- Utilizing non-public and/or insider information
- Front-running
- Performing any activities that Trading in any way that creates regulatory issues for the Company
- Hedging and/or Cross-Account Hedging, Scalping, High-Frequency Trading (HFT)

If the Company detects that your activity constitutes Prohibited Activities, your participation in the program will be terminated and may include forfeiture of any fees paid to the Company. Additionally, and before any User shall receive a funded account, the activity of the User under these Terms and Conditions shall be reviewed by the Company to determine whether such activity constitutes Prohibited Activities. In the case of Prohibited Activities, the User shall not receive a funded account.

## **Prohibited Automated Trading**

The use of any automated or semi-automated system is strictly prohibited unless expressly approved in writing by SabioTrade. This includes, but is not limited to, bots, algorithms, scripts, APIs, trade copiers, expert advisors (EAs), or any software designed to execute, modify, manage, or close trades without direct manual human intervention on each trade.

## **Prohibition of Platform Exploitation**

Clients are prohibited from exploiting any system errors, pricing inaccuracies, latency gaps, technical malfunctions, infrastructure weaknesses, or unintended platform features to obtain an unfair trading advantage.

## **Arbitrage strategies are strictly prohibited.**

Arbitrage includes, but is not limited to, simultaneously or near-simultaneously opening offsetting or correlated positions across multiple accounts, platforms, brokers, or instruments in order to exploit price discrepancies, latency differences, execution delays, or other temporary market inefficiencies.

Any trading strategy designed to generate reduced-risk or risk-free profit through such mechanisms is not permitted.

# Profit Split Adjustment Following Risk or Compliance Breach

If a Funded Account is formally flagged by the Risk Management Team for high-risk trading behavior (including, but not limited to, excessive margin utilization, disproportionate position sizing, or trading practices inconsistent with sustainable risk management), or if the trader receives a documented warning for prohibited trading activity or any violation of these Terms and Conditions, SabioTrade reserves the right to revise the profit split applicable to that Funded Account to 70% for the trader and 30% for SabioTrade.

This adjustment shall take effect from the moment the trader is formally notified and shall apply to any pending payout requests that have not yet been processed, as well as all future payouts. The revised profit split shall remain in force for the duration of the Funded Account.

## Prohibition of Gambling Practices:

Engaging in inappropriate risk management practices, such as gambling, “all-in” trading, or excessively leveraging positions, is strictly prohibited. Trading activity that resembles gambling—such as consistently placing trades prior to news releases or other binary events—will not be tolerated.

Excessive risk-taking and gambling are defined by the percentage of an account risked in a single trade or across a series of trades or positions. An “all-in” trade refers to committing all or a substantial portion of available capital or margin to a single trade. Similarly, excessive and improper use of leverage occurs when a trader risks a significant portion of their account in one trade or across a series of one-directional trades and positions.

If you are found to be engaging in such activities, the Company reserves the right to immediately close your account and such closure may include the forfeiture of any fees owed to you by the Company, in the Company’s sole discretion.

## Access to the information database

Although the Company may provide an access to the information database, data, information, and content relating to activities, such an access, data, information and content is provided solely for general informational purposes.

The Company does not invite the User to take any action based upon any of the information and materials provided by the Company; you should not construe any such access, data, information, or content as investment, financial, tax, legal, or other kind of advice.

The Company further does not make any representations that any access, data, information, and content on the Company website is accurate or complete. You alone will bear the sole responsibility of evaluating the merits and risks associated with using any such access, data, information, and content. As such, you agree not to hold the Company liable for any possible claims of damages that may arise from any decision that you make based upon the use of the information database, data, information, and content on the Company website.

The Company wants to make sure you understand the risks involved with performing the activities. You should be aware that the risk of performing the activities is high and substantial. It can work for you as well as against you. It may or may not lead to substantial losses. Additionally, past performance is not indicative of future results.

As such, you should carefully consider whether your activities are right for you depending on your level of experience, knowledge and risk appetite. If you are unsure, you should consult with a financial advisor and/or tax advisor.

## **Account Creation**

In order to register as a User, you may be asked to provide personal information, including, but not limited to your name, email address, mailing address, phone number, date of birth and a username and password for an account that is unique to you. The information provided is subject to the Company's privacy policy accessible [here](#)

The account is intended solely for your personal use, and sharing it with others is not permitted. If you wish to create multiple accounts in your name, you must utilize your original personal information/documents and the same email address for each registration. Using third-party personal information/documents or different email addresses for this purpose is strictly prohibited.

Users are limited to one active account per assessment level, absent prior written approval.

## **Purchases and Refunds**

The Company may provide products, services, subscriptions, or access to certain portions of the Company's website at a monetary cost. Prices and availability are subject to change without notice. The Company may allow for such purchases within its

website. It is your responsibility to thoroughly read and understand any such terms and conditions. By making any such purchases, you agree that the Company has no responsibility and acquires no liability for any claim related to your purchases.

Upon the complete purchase of a product, service, subscription, or access to certain portions of the Company website, the Company will make any said product, service, or access will be available to you following the approved transaction.

There are no refunds on any Services purchased from the Company.

## **Guidelines**

The Company will display the guidelines associated with the Services on the Company's website and via email, upon becoming an User. These guidelines, which may change from time to time in The Company's sole discretion, are incorporated in whole into this Agreement. The Company makes absolutely no promise, guarantee, or warranty, express or implied, as to any promise to future employment as a User, monetary payments, or any other type or kind of compensation or award for your performance as a User.

## **Trademarks**

You acknowledge and agree that any and all trademarks, trade names, design marks, or logos displayed on the Company website by the Company, are common law or registered trademarks owned by or licensed to the Company. You are expressly prohibited from using the trademarks of the Company to cause confusion, cause mistake, deceive consumers, or from falsely designating the origin of, source of, or sponsorship of your goods or services.

You are further prohibited from using the trademarks of the Company in domain names, keyword advertisements, trigger keyword advertisements, or in meta tags. All other trademarks, trade names, design marks, or logos are the property of their respective owners.

You acknowledge and agree that the Company's website, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on the Company's website. Access to this website does not confer and shall not be considered as conferring upon anyone any license under any of the Company's or any third party's intellectual property rights. All rights, including copyright, in this website are owned by or licensed to us or third-party suppliers. Any use of this Website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-

commercial use is prohibited without the permission of The Company. You cannot modify, distribute or re-post anything on this website for any purpose.

The Company names and logos and all related products and services and our slogans are the trademarks or service marks of the Company or licensed to the Company. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on the Company Website. Access to the Company website does not authorize anyone to use any name, logo or mark in any manner.

All materials, including images, text, illustrations, designs, icons, photographs, programs, audio clips or downloads, video clips and written and other materials that are part of this Website (collectively, the "Contents") are intended solely for personal, non-commercial use. No right, title or interest in any downloaded materials or software is transferred to You as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the contents, the Company website or any related software. All software used on the Company website is the property of the Company or its suppliers and protected by laws of the Republic of Cyprus. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on the Company website is strictly prohibited. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned, controlled or licensed by the Company, one of its affiliates or by third parties who have licensed their materials to us and are protected by laws of the Republic of Cyprus The compilation (meaning the collection, arrangement, and assembly) of all Contents on the Company website is the exclusive property of the Company and is also protected by the laws of the Republic of Cyprus.

## **Term and Termination**

The term of this Agreement will begin when you purchase a Service offered via the Company and will continue until either the Company terminates your access to the Services or you stop using the Services.

The Company reserves the right to terminate the Services or your access to the Company website in its sole and absolute discretion and without prior notice.

## **Disclaimer of Warranties and Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE AND COMPANY WEBSITE ARE PROVIDED ON AN "AS-IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, AND NON-INFRINGEMENT. WHEREVER PERMITTED BY LAW, YOU ACKNOWLEDGE THAT THE COMPANY WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CLAIMS, DAMAGES, JUDGMENTS, CHARGES, OR FEES ARISING OUT OF OR RELATED TO INFORMATION ON THE WEBSITE AND YOUR USE OF OR ACCESS TO THE SERVICE OR THE COMPANY WEBSITE, INCLUDING, BUT NOT LIMITED TO COMPENSATORY DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, COSTS AND ATTORNEYS' FEES, DAMAGES ARISING OUT OF ERRORS OR OMISSIONS, AND DAMAGES ARISING OUT OF THE UNAVAILABILITY OF THE WEBSITE OR DOWNTIME. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICES AND/OR THE COMPANY WEBSITE IS AT YOUR SOLE RISK AND THAT THE COMPANY'S LIABILITY IS LIMITED TO THE AMOUNT THAT YOU PAID TO USE THE SERVICES OR \$1,000, WHICHEVER IS LESS.

## **Indemnification**

You agree to indemnify, defend, and hold harmless The Company, its officers, shareholders, directors, employees, subsidiaries, affiliates, white label users, and representatives from any and all losses, including, but not limited to costs and attorneys' fees arising out of or related to your use of the Website; your violation of any term or condition of this Agreement; your violation of the rights of third parties, including but not limited to intellectual property rights or other personal or proprietary rights; and violation of any law, statute, ordinance, regulation, or treaty, whether local, state, provincial, national or international.

Your obligation to defend The Company will not provide you with the ability to control The Company's defense, and The Company reserves the right to control its defense, including its choice of counsel and whether to litigate or settle a claim subject to indemnification.

## **Governing Law**

The terms and conditions of this Agreement as well as any matters pertaining to this agreement, including without limitation to matters of interpretation and/or disputes, shall be governed by the laws of the Republic of Cyprus. The Company and the User irrevocably submit to the jurisdiction of the courts of the Republic of Cyprus.

## **Force Majeure**

The Company shall not be liable to User for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to the Company, User, or third-party service provider.

## **Survivability**

The representations, warranties, duties, and covenants made by you under this Agreement will survive the termination of this Agreement or the Services, including, but not limited to your duty to indemnify and defend the Company.

## **Severability**

In the event that any term or condition of this Agreement is deemed invalid or unenforceable by the court of competent jurisdiction, the remaining terms and conditions of this Agreement will remain in full force and effect.

## **Interpretation**

This Agreement will be deemed to have been drafted by both parties, and the terms and conditions of this Agreement will not be interpreted against its drafter.

## **Assignment**

You are expressly prohibited from assigning your rights and duties under this Agreement. The Company reserves the right to assign its rights and duties under this Agreement, including in a sale of the Company or its Services.

## **Waiver**

No term or condition of this Agreement or breach of this Agreement will be deemed to have been waived or consented to, unless said waiver is in writing and signed by the party to be charged.

## **Disclosures**

### **I. Educational and Simulated Trading Notice**

The Company operates solely as an educational and training platform, providing users with resources to learn and practice trading effectively. All trading activities conducted by users on our platform are strictly simulated virtual trading scenarios. No real trades, securities, or financial instruments are involved, and at no time is actual capital placed at risk.

### **II. Payments and Refund Policy**

All payments made through the Company's platform grant users access to our proprietary software solutions and educational materials. Purchases are strictly for software access rights and are explicitly non-refundable.

### **III. No Investment Services Provided**

The Company does not provide investment opportunities, advisory, or brokerage services. Funds paid to the Company are explicitly recognized as contractual consideration for access to, and the limited right to use, our software solutions and educational services. These funds are never considered investments, do not generate returns or profits, and the Company does not solicit nor accept funds for investment purposes.

## **Entire Agreement**

This Agreement contains the entire agreement between the Company and the User regarding the use of the Services and supersedes all prior understandings, agreements, or representations between the Company and User, whether written or oral.

## **SabioTrade Prop-Trading Rules & Assessment Criteria**

Welcome to SabioTrade! To ensure a fair, transparent, and empowering trading environment, we've established a set of trading rules every trader must follow. These rules are designed to protect both traders and the integrity of the program. Please read them carefully and refer to them as you progress in your trading journey.

## General Trading Rules

Target Profit, Daily Loss Limit, Maximum Trailing Drawdown Limit, and general trading conditions may vary depending on the acquired plan. Traders are responsible for checking the specific conditions of their selected plan in the checkout page.

### 1. Account Activity Rule

Your account must remain active. Inactivity for more than 30 consecutive days (no new trades opened) will result in a breach of the account. Stay engaged to keep your account in good standing.

### 2. Daily Loss Limit Rule

Traders must not lose more than 5% of the previous day's closed balance in a single trading day. The closed balance is the account balance at 00:00h UTC, excluding unrealized profits or losses. A breach occurs if:  $\text{Equity} \leq \text{Closed Balance} - (\text{Closed Balance} \times 5\%)$

Different packages may apply a different daily loss percentage. Please review the conditions of the specific plan you are using.

### 3. Maximum Trailing Drawdown Rule

At any point, traders must not allow their equity to drop more than 6% below their highest recorded closed balance, measured from the initial account balance. A breach occurs if:  $\text{Equity} \leq \text{Highest Closed Balance} - (\text{Initial Balance} \times 6\%)$  This rule ensures consistent risk management as your account grows.

Different packages may apply a different maximum trailing drawdown percentage. Please review the conditions of the specific plan you are using.

### 4. Maximum Loss after payouts Rule (Funded Accounts Only)

After your first payout is successfully processed, your equity must always remain above your initial account balance. A breach occurs if:  $\text{Equity} \leq \text{Initial Account Balance}$  This rule is applied in addition to all other rules and ensures responsible trading after withdrawal.

## 5. Trading Consistency Rule

To demonstrate consistent trading performance:

- The profit generated during a trader's most profitable trading day must not exceed 40% of the total profit achieved on the account. If this threshold is exceeded, the trader must continue trading until no single trading day accounts for more than 40% of the total accumulated profit.
- The profit from any single trade must not exceed 40% of the total profit achieved on the account.
- A minimum of five (5) closed trades of comparable size must be completed before a trader becomes eligible to pass an Assessment or submit a payout request.
- SabioTrade reserves the right to review the trader's trading history, strategy, and risk management practices at any time. If the Company determines that the trading activity is inconsistent with sustainable risk management or disciplined trading practices, it may decline an Assessment pass or a payout request at its sole discretion.

## 6. Free Trial Rule

Free Trial accounts are valid for 7 days only. After this period, the account will be automatically blocked. Each trader is allowed only one Free Trial account.

## 7. Assessment Rules to Become a Funded Trader

To transition from an assessment account to a funded account, traders must:

1. Reach a 10% profit on the assessment account without breaching any of the rules above.
2. Avoid all prohibited trading behaviors outlined in our Terms & Conditions.
3. Successfully complete KYC verification.

**By following these rules, you're setting yourself up for a secure and sustainable trading experience. Let's grow together—with discipline, integrity, and success.**

## 8. Profit Distribution Requirement

- Payouts approval assume that no more than 40% of the total account profit is attributable to a single trade.
- **Minimum Trade Activity:** To be eligible for a payout, a trader must have executed a minimum number of at least 5–7 trades of comparable size, demonstrating consistent trading behavior and risk management.
- **Company Discretion:** The Company reserves the right to review trade history and decline payout requests that, in its sole discretion, are deemed inconsistent with sustainable trading practices or risk management expectations.

## 9. Breach of Funded Account and Payout Restrictions

For funded accounts created from assessment accounts purchased on or after February 2nd, 2026, any breach of the funded account rules, including but not limited to daily loss limits, maximum drawdown limits, or other risk management parameters, will result in the immediate termination of the funded account and the forfeiture of eligibility to request any payouts, including remaining profits.

This provision does not apply to:

- Funded accounts already active prior to February 2nd, 2026; or
- Funded accounts created from assessment accounts purchased before February 2nd, 2026, which shall continue to operate under the payout rules in effect at the time of purchase.

These measures are implemented to maintain a fair, compliant trading environment for all participants and to promote sustainable, consistent trading practices aligned with long-term and conservative risk management principles.