OKTRUM

Terms and Conditions

Client Agreement for CFD and Futures Trading Services

1. Introduction and Acceptance

1.1 This Agreement (the “Agreement” or “Terms”) sets out the terms and conditions under which OKTRUM LTD. (“Oktrum”, “the Company”, “we”, “us” or “our”), a company incorporated under the International Business Companies Act of Saint Lucia with registration number 2025-00147 (incorporated on [Date of Incorporation]) and registered address at Rodney Bay, Gros-Islet, Saint Lucia, provides trading and related services to its Clients.

1.2 Oktrum's principal business is the provision of an online trading environment through which Clients may enter into Contracts for Difference (“CFDs”) and futures contracts on underlying instruments including but not limited to foreign exchange, commodities, indices, equities, and other asset classes made available on the Company's trading platform(s) from time to time.

1.3 By submitting an online Account Opening Application, ticking the box marked “I Accept” (or equivalent), or by depositing funds, placing a trade, or otherwise using Oktrum's services, the Client acknowledges that they have read, understood, and agree to be legally bound by this Agreement, together with the Risk Disclosure, Privacy Policy, AML/KYC Policy, Order Execution Policy, Conflicts of Interest Policy, and any other policy referenced herein (collectively, the “Legal Documents”), each as amended from time to time and available on the Company's website.

1.4 This Agreement constitutes a distance contract concluded electronically and is binding on both parties without requiring a physical signature, consistent with applicable Saint Lucia electronic transactions legislation.

2. Definitions and Interpretation

2.1 In this Agreement, unless the context requires otherwise, the following terms shall have the meanings set out below:

(a) “Account” means the personal trading account opened by the Client with the Company for the purpose of engaging in Transactions.

(b) “Balance” means the total monetary value of the Account following the last completed Transaction and/or deposit or withdrawal.

(c) “Contract” or “CFD” means a contract for difference or futures contract entered into between the Client and the Company (or, where applicable, executed through a third-party Execution Venue) in relation to an underlying instrument.

(d) “Equity” means the Balance of the Account plus or minus any floating (unrealized) profit or loss on Open Positions.

(e) “Margin” means the funds required to open and/or maintain an Open Position, as determined by the Company's margin requirements for the relevant instrument.

(f) “Open Position” means any Contract that has not been closed.

(g) “Trading Platform” means the MetaTrader 5 (MT5) platform made available by the Company to the Client.

(h) “Introducing Broker” or “IB” means a person or entity that refers prospective Clients to the Company under a separate written IB Agreement.

(i) “Business Day” means a day (other than a Saturday or Sunday) on which banks are generally open for business in Saint Lucia.

(j) “FATCA” and “CRS” mean the Foreign Account Tax Compliance Act and the Common Reporting Standard, respectively.

3. Scope of the Agreement

3.1 This Agreement governs the entire relationship between the Company and the Client in respect of the Services and overrides any prior verbal or written representation, unless expressly stated otherwise by the Company in writing.

3.2 The Company reserves the right, at its sole discretion, to suspend or withdraw the whole or any part of the Services, whether temporarily or permanently, and shall have no obligation to provide reasons for doing so, save where required by applicable law.

3.3 Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or fiduciary relationship between the Company and the Client, except to the limited extent expressly provided herein.

4. Eligibility and Client Acceptance

4.1 The Company is under no obligation to accept any prospective Client and reserves the right to decline, suspend, or terminate an Account at its sole discretion, including where acceptance would conflict with the Company's Client Acceptance Policy or applicable law.

4.2 The prospective Client must complete the online Account Opening Application and submit all identification, address verification, and other due diligence documentation reasonably requested by the Company. No funds will be accepted, and no Account will be activated, until such documentation has been received and verified to the Company's satisfaction.

4.3 The Client must be at least 18 years of age (or the age of legal majority in their jurisdiction of residence, if higher), have full legal capacity to enter into binding agreements, and must not be a resident of the United States, Canada, Japan, Iran, Afghanistan, North Korea, or any other jurisdiction designated as restricted in the Company's published Restricted Jurisdictions list, as amended from time to time.

4.4 The Company may request additional documentation or information from the Client at any time during the relationship for the purposes of ongoing due diligence, and may suspend or restrict the Account pending receipt of such documentation.

4.5 An application that remains incomplete and pending for a period of 90 days from submission may be closed by the Company without further notice.

5. Client Categorization

5.1 The Company categorizes Clients as Retail Clients unless a Client formally requests, and is assessed by the Company as qualifying for, categorization as a Professional Client or Eligible Counterparty.

5.2 Retail Clients are afforded the highest level of protection under this Agreement. Clients requesting re-categorization acknowledge that doing so may reduce the regulatory and contractual protections available to them, and such a request will only be granted where the Client meets the Company's applicable qualitative and quantitative criteria.

6. Capacity and Principal Basis

6.1 The Client acts as principal and not as agent, trustee, or representative on behalf of any third party, unless the Company has given prior written consent and has received all documentation it reasonably requires for that purpose.

6.2 In relation to individual Orders, the Company (or its associated Execution Venue) shall be entitled to act as principal counterparty to the Client's Transactions, or to transmit and arrange execution with a third-party liquidity provider, at its discretion.

7. Client Assurances and Warranties

7.1 The Client represents and warrants on a continuing basis that:

(a) all funds deposited with the Company are the Client's own and are free of any lien, charge, or encumbrance;

(b) such funds are not, directly or indirectly, the proceeds of any unlawful activity;

(c) the Client is acting for their own account and not as nominee or trustee for an undisclosed third party, unless otherwise agreed in writing;

(d) all information and documentation supplied to the Company is true, complete, and not misleading, and the Client will promptly notify the Company of any change.

8. Services and Financial Instruments Offered

8.1 Subject to this Agreement, the Company offers Clients the ability to enter into CFD Transactions referencing foreign exchange pairs, precious metals and other commodities, stock indices, individual equities, and crypto-assets, together with futures contracts where made available, and such other instruments as the Company may introduce from time to time on the Trading Platform.

8.2 Orders may be placed as Market Orders (executed as soon as reasonably possible at the available price), or as Limit and Stop Orders (executed once the market reaches a specified level), in accordance with the Company's Order Execution Policy. Limit and Stop Orders are not guaranteed to be filled at the specified price.

8.3 The Company operates a hybrid execution model, under which Client orders may be executed on a Straight-Through-Processing (STP) basis with third-party liquidity providers, or against the Company's own book, at the Company's discretion and in accordance with its Order Execution Policy.

8.4 CFDs and futures are leveraged products. The Client acknowledges that trading on margin carries a high degree of risk and may not be suitable for all investors (see Section 19, Risk Disclosure).

9. Orders and Instructions

9.1 The Client may give instructions via the Trading Platform, in writing, or, where made available, by telephone or other verbal means. The Company may, but is not obliged to, act on an instruction that appears to originate from the Client or an Authorized Person.

9.2 Once given, an instruction may not be withdrawn or amended without the Company's express consent. The Company may refuse to execute any instruction at its discretion, without being liable for any resulting loss.

9.3 The Company shall not be liable for losses arising from instructions transmitted over the internet, including as a result of delay, corruption, unauthorized access, or non-delivery, except to the extent caused by the Company's gross negligence or willful default.

9.4 Where the Company reasonably believes aggregation or splitting of Client orders is in the Client's best interest, it may aggregate the Client's orders with those of other Clients or the Company's own orders, in accordance with its Order Execution Policy.

10. Recording of Communications

10.1 The Client agrees that the Company may record telephone conversations, electronic chat, and other communications between the Client and the Company, and may use such recordings (or transcripts) as evidence in the event of a dispute.

10.2 Recordings will be retained in accordance with the Company's data retention practices and applicable law, and may be provided to a competent regulatory or judicial authority without prior notice to the Client where required by law.

11. Client Funds and Segregation

11.1 Client funds are held separately from the Company's own operational funds, in one or more accounts designated for that purpose with the Company's banking partners.

11.2 The Client may withdraw any funds that are not required to margin an Open Position ("Free Margin") at any time, subject to the Company's standard withdrawal verification procedures.

11.3 Withdrawal requests are processed within 2–3 Business Days of receipt of a complete and verified request, though the timing of funds reaching the Client's account thereafter depends on the relevant payment method and provider.

11.3a The minimum deposit and minimum withdrawal amount is USD 10 (or the equivalent in another accepted currency), unless a higher threshold applies to a specific payment method.

11.3b Deposits and withdrawals may be made by debit/credit card, bank transfer, select e-wallets, and cryptocurrency, subject to availability in the Client's region. The Company reserves the right to add, suspend, or remove a payment method at its discretion.

11.4 Save where required to comply with AML/KYC obligations, the Company will generally return funds using the same method and to the same source used for the original deposit.

12. Fees, Spreads, Commissions and Swaps

12.1 By accepting this Agreement, the Client acknowledges and accepts the spreads, commissions, swap rates, and other charges published in the Contract Specifications and Trading Conditions available on the Company's website, as amended from time to time.

12.2 Commission, where applicable, ranges from USD 0 to USD 12 per lot (or the equivalent under the relevant fee schedule), varying by account type, Client region, and instrument, as published in the Company's Contract Specifications.

12.3 Swap (overnight financing) is charged on spot instruments held open past the platform's end-of-day rollover, at the rates published in the Company's Contract Specifications; Swap-Free arrangements, where offered, are subject to separate terms.

12.4 The Company does not charge an account inactivity fee.

12.5 The Company may convert gains, losses, commissions, or other amounts arising in a currency other than the Client's Account base currency, at a reasonable rate of exchange, and may apply a reasonable mark-up to such conversions. Currency conversion costs vary by deposit or withdrawal method; for example, a mark-up of approximately 3–5% may apply to cryptocurrency deposits, depending on the Client's region and the specific digital asset used.

12.6 The Client is responsible for any applicable taxes, duties, or other charges arising in connection with their trading activity, save to the extent the Company is itself legally required to withhold such amounts.

13. Margin, Leverage and Negative Balance Protection

13.1 The Client shall maintain sufficient Margin in their Account to open and sustain Open Positions, in accordance with the margin requirements published for each instrument. Leverage offered ranges up to a maximum of 1:5000 and varies by account type, Client region, and instrument, as set out in the Company's Contract Specifications.

13.2 A Margin Call is triggered when the Client's Margin Level falls to 100%. Where the Margin Level falls further to the applicable Stop Out level — which ranges between 40% and 80% depending on the Client's account profile and instrument — the Company may close Open Positions, in whole or in part, without prior notice, in accordance with its Stop Out Policy.

13.3 Oktrum applies Negative Balance Protection to Retail Client Accounts: where a Stop Out results in a negative Account Balance, the Company will adjust the Balance back to zero, such that the Client cannot lose more than the funds deposited to that Account, save in cases of abuse, fraud, or a breach of this Agreement by the Client.

14. Account Statements and Trade Confirmations

14.1 The Company will make Trade Confirmations and Account statements available to the Client through the Trading Platform or Client Portal.

14.2 The Client must review each statement or confirmation promptly and notify the Company in writing of any discrepancy within 24 hours of it becoming available; absent such notice, the record shall be deemed accurate save for manifest error.

15. Communications

15.1 Unless otherwise agreed, all communications between the Company and the Client shall be in English and may be delivered by email, through the Client Portal, or by other electronic means notified to the Client from time to time.

15.2 The Client is responsible for keeping their contact details up to date and for ensuring they are able to receive communications from the Company at all times.

16. Conflicts of Interest

16.1 The Company, its employees, and its associates may from time to time have an interest in a Transaction, product, or service that could give rise to a conflict of interest with the Client's interests.

16.2 The Company maintains a Conflicts of Interest Policy, available on its website, describing how such conflicts are identified and managed. By accepting this Agreement, the Client acknowledges that the Company may proceed with a Transaction notwithstanding a potential conflict, provided it is managed in accordance with that Policy.

17. Introducing Brokers, Partners and Inducements

17.1 The Client may have been referred to the Company by an Introducing Broker or other partner under the Oktrum Partnership Program (IB Program). Such IBs and partners are remunerated by the Company under a separate written IB/Partnership Agreement, typically based on the trading volume and/or number of Clients they refer.

17.2 The Client acknowledges that where they were referred by an IB, the pricing or spread applied to their Account may include a mark-up reflecting the applicable partner commission, as disclosed in the Company's published trading conditions.

17.3 The Company may pay or receive fees, commissions, or other non-monetary benefits to or from third parties in connection with its Services, provided such arrangements are designed to enhance service quality and do not impair the Company's duty to act fairly in relation to the Client.

17.4 IBs and partners engaging Clients on the Company's behalf do so under the Oktrum Partnership Program (IB Program) Agreement and its associated IB & Partner Rewards Policy, which govern eligible commission plans, milestone and welcome bonuses, and related terms; nothing in this Client Agreement shall be construed to vary those separate terms.

18. Bonuses and Promotions

18.1 From time to time, the Company may offer promotional bonuses, credits, or prizes to Clients or partners, subject to specific terms and conditions published for each promotion.

18.2 Any bonus or promotional terms shall be read together with, and are supplementary to, this Agreement. In the event of any conflict specific to a promotion, the promotion's own published terms shall prevail for matters expressly addressed therein.

18.3 The Company reserves the right to withhold, reverse, or reclaim any bonus or promotional benefit where it reasonably determines that the Client or partner has engaged in abusive conduct, including but not limited to the use of multiple accounts, coordinated trading, or artificial volume generation designed to trigger a promotional payout.

19. Risk Disclosure

19.1 CFD and futures trading is highly speculative, carries a high level of risk, and is not suitable for all investors. The Client may sustain a total loss of their invested capital and, in the absence of Negative Balance Protection or in circumstances excluded from it, could lose more than their initial deposit.

19.2 Margin trading carries specific risk factors that the Client must understand and accept before trading, including:

(e) leverage amplifies both gains and losses, such that a relatively small adverse market movement can result in a large loss relative to the Margin committed to a position;

(f) the Company may issue a Margin Call requiring the Client to deposit additional funds at short notice to maintain an Open Position;

(g) where the Client's Margin Level falls to the applicable Stop Out level, the Company may automatically close Open Positions, in whole or in part, without further reference to the Client, potentially at a materially worse price than anticipated in fast-moving markets;

(h) in volatile or illiquid markets, a position may be closed at a price significantly different from the Client's Stop Loss or intended exit level (slippage), and margin may be depleted faster than the Client expects.

19.3 Futures contracts carry additional risks distinct from other CFD instruments, including:

(i) futures contracts have a specified expiry date; the Client is responsible for closing or rolling a position ahead of expiry, as the Company does not support or facilitate physical delivery of any underlying asset;

(j) rolling a position from one contract month to the next may involve a cost or benefit (contango or backwardation) that can differ materially from the spot price of the underlying;

(k) the underlying exchange or venue for a futures contract may impose daily price limits, trading halts, or other restrictions that can prevent an order from being executed at, or anywhere near, the Client's desired price;

(l) margin requirements for futures contracts may be set independently of, and may change independently from, margin requirements for CFDs on the same or a related underlying, including intraday and ahead of contract expiry;

(m) price gaps between the close of one trading session and the open of the next are more pronounced in certain futures markets and can result in a position being closed, or a Stop Out being triggered, at a price well beyond the Client's anticipated risk.

19.4 Trading is conducted through an electronic Trading Platform and is subject to technology and execution risk, including but not limited to platform downtime, connectivity failure, delayed or failed transmission of an order, price feed errors or interruptions, latency, and requotes, whether arising on the Company's systems, a third-party liquidity provider's or Execution Venue's systems, market data vendors, or the Client's own device, software, or internet connection.

19.5 Save where a technical error of the kind described in Clause 19.4 is shown to result directly from the Company's gross negligence, willful default, or fraud, the Client acknowledges and accepts that any resulting loss, missed opportunity, or adverse execution shall be the Client's own responsibility, consistent with Clause 21.2 (Indemnity and Limitation of Liability).

19.6 Past performance of any instrument is not a reliable indicator of future results. The Client should not trade with funds they cannot afford to lose and should seek independent financial advice if in doubt.

19.7 The full Risk Disclosure Statement, which forms part of this Agreement, is available on the Company's website and should be read in conjunction with this Agreement before trading.

20. Representations and Warranties

20.1 The Client represents and warrants that they have full power and authority to enter into this Agreement, that doing so does not breach any law or regulation applicable to them, and that all information supplied to the Company is accurate and not misleading.

20.2 The Client further represents that they are solely responsible for ensuring their trading activity complies with the laws of their country of residence or citizenship.

21. Indemnity and Limitation of Liability

21.1 The Client agrees to indemnify and hold the Company harmless against any losses, costs, or liabilities the Company may incur as a direct result of the Client's breach of this Agreement. This indemnity survives termination of the Agreement.

21.2 The Company shall not be liable for any loss suffered by the Client save to the extent such loss arises directly from the Company's gross negligence, willful default, or fraud.

21.3 Nothing in this Agreement shall exclude or limit any liability that cannot lawfully be excluded or limited under applicable law.

22. Prohibited Trading Practices

22.1 The Client shall not engage in abusive trading practices, including but not limited to latency arbitrage, price manipulation, exploitation of technical errors or mispriced quotes, or the use of automated systems designed to exploit such errors.

22.2 Where the Company reasonably determines that the Client has engaged in prohibited trading, it may, at its discretion, void or adjust affected trades, suspend or close the Account, and/or withhold associated profits, without prejudice to any other rights available to the Company.

23. Event of Default

23.1 An Event of Default occurs if the Client fails to make a required payment, fails to perform any material obligation under this Agreement, becomes subject to insolvency or bankruptcy proceedings, or, in the case of a natural person, dies or loses legal capacity.

23.2 On an Event of Default, the Company may, without prior notice, close some or all Open Positions, terminate the Agreement, and demand immediate payment of any amount owed by the Client.

24. Amendments to these Terms

24.1 The Company may amend this Agreement, its Legal Documents, or its trading conditions at any time. Material changes will be notified to Clients by posting on the Company's website and/or by email, and will take effect from the date specified in the notice, which shall generally be no less than 3 days from notification, save where a change is required immediately by law or market conditions.

24.2 Continued use of the Account after an amendment takes effect constitutes the Client's acceptance of the revised terms.

25. Confidentiality and Data Protection

25.1 The Company shall keep Client information confidential, save that it may be disclosed to the Company's employees, affiliates, service providers, and professional advisors on a need-to-know basis, or where disclosure is required by law or a competent regulatory authority.

25.2 The Company's collection and use of personal data is further described in its Privacy Policy and Data Protection Notice, available on its website.

26. No Investment Advice

26.1 The Company does not provide investment, legal, or tax advice, and nothing communicated by the Company (including market commentary, research, or educational content) shall be construed as a personal recommendation or advice to trade.

26.2 The Client should seek independent professional advice where they are in doubt as to the suitability of a Transaction or as to any tax consequences arising from their trading activity.

27. Chargebacks and Payment Disputes

27.1 Where a Client disputes a card or payment transaction in good faith, the Company will investigate the matter and may request supporting information from the Client.

27.2 The Company does not tolerate payment fraud. Where a chargeback or dispute is found to be unsubstantiated or fraudulent, the Company reserves the right to charge a reasonable administrative and investigation fee, as published in its Refund Policy, and to pursue recovery of any resulting loss.

28. Force Majeure

28.1 The Company shall not be liable for any failure or delay in performing its obligations where such failure or delay arises from circumstances beyond its reasonable control, including but not limited to system or connectivity failures, natural disasters, war, civil unrest, governmental action, or market-wide trading suspensions.

28.2 In such circumstances, the Company may take reasonable protective action, including adjusting margin requirements, spreads, or leverage, suspending trading, or closing Open Positions.

29. Demo Accounts

29.1 The Company may make available Demo Accounts that simulate live trading conditions using virtual funds, for the purpose of familiarizing prospective and existing Clients with the Trading Platform.

29.2 Demo Account results do not guarantee similar results on a live Account, given differences such as liquidity, emotion, and execution conditions. Inactive Demo Accounts may be archived or deleted after a period of inactivity, without notice.

30. Term and Termination

30.1 This Agreement takes effect on the date the Client's Account is approved and remains in force until terminated in accordance with this Section.

30.2 Either party may terminate this Agreement by giving written notice to the other. Termination does not affect any rights or obligations that have already accrued, including any amounts owed by the Client to the Company.

30.3 The Company may terminate this Agreement with immediate effect and without notice where an Event of Default has occurred, or where required to comply with applicable law or a regulatory request.

31. Governing Law and Dispute Resolution

31.1 This Agreement is governed by, and shall be construed in accordance with, applicable laws.

31.2 A Client wishing to raise a complaint should first contact the Company at support@oktrum.com. The Company aims to acknowledge and address complaints promptly during its normal working days.

31.3 Any dispute arising out of or in connection with this Agreement that cannot be resolved through the Company's internal complaints procedure shall be referred to and finally resolved by binding arbitration seated in Saint Lucia, conducted in the English language before a sole arbitrator, under an internationally recognized set of arbitration rules to be specified by the Company [arbitral institution and rules to be confirmed by counsel]. The arbitral award shall be final and binding on both parties, save where the Company elects, at its sole discretion, to pursue a claim against the Client before a court of competent jurisdiction instead.

32. Miscellaneous Provisions

32.1 If any provision of this Agreement is or becomes invalid or unenforceable under the law of any jurisdiction, the remaining provisions shall continue in full force and effect.

32.2 No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that right.

32.3 The Client may not assign or transfer any right or obligation under this Agreement without the Company's prior written consent. The Company may assign or transfer its rights and obligations to a reputable and appropriately regulated or registered successor entity.

33. Governing Language

33.1 This Agreement is drawn up in English. Any translation is provided for convenience only, and in the event of any inconsistency, the English version shall prevail.

34. Contact Information

34.1 Questions regarding this Agreement may be directed to the Company at support@oktrum.com (responded to on Company working days), or in writing to the Company's registered office at Rodney Bay, Gros-Islet, Saint Lucia.