

Top One Trader, LLC - Trader Agreement

This Top One Trader, LLC Trader Agreement (the "Agreement") sets forth the terms and conditions governing your relationship with Top One Trader LLC, also referred to as "Company", located at 30 N Gould St. Suite R, Sheridan, WY 82801, USA. In this Agreement, the undersigned trader is referred to as "Trader" or "You."

WHEREAS, Company is a simulated trading company, and

WHEREAS, Company may, from time to time, allocate portions of its capital to be traded by You on terms contained herein or as posted with a feeder program that evaluates traders who demonstrate sufficient skill and risk management.

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to set forth the terms and conditions under which the trader may trade with Company.

SERVICES PROVIDED

Upon Trader's purchase of a simulated challenge account or instant simulated account, Company shall create a simulated trading account (the "Account") and provide the Trader with the credentials to access and trade the Account.

TRADER REPRESENTATIONS

The Trader is a natural person, of sound mind, legal age and legal competence.

The Trader is not relying on investment advice provided by Company or any other entity in making its trading decisions.

The activities of the Trader under this Agreement are not prohibited under any law or contract to which the Trader or Company is subject. In the event that such prohibitions come to light after the effective date of this Agreement, the Trader acknowledges that this Agreement may be terminated without notice.

The Trader acknowledges that the Account and trading platform are provided by a third-party broker(s) and the Trader has no privity with the brokers used by Company to execute the trades and Trader may not contact said brokers directly regarding any trade dispute or other issue. All such matters must be directed to Company to resolve.

The Trader acknowledges and agrees that Company may use Trader's trading data to copy trades to its own internal trading accounts, third party accounts, or any other use.

The Trader has full power and authority to execute this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Trader, enforceable in accordance with its terms.

The trader agrees to all trading terms and conditions for each account type as outlined in the Frequently Asked Questions on toponetrader.com.

THE ACCOUNT

Upon creation of the Account, You will receive an email (the "Welcome Email") setting forth the following details:

Account Login Credentials

Trader Portal Credentials

You accept full responsibility for monitoring the Account to ensure that trades have been executed correctly and to ensure that no unauthorized trading is occurring in the Account. You may not give control over the Account to any other person or entity and you may not control the Account of any other Company authorized trader.

You shall maintain the confidentiality of the Account credentials and prevent the unauthorized use thereof at all times. If You become aware of any deliberate or inadvertent disclosure, loss, theft or unauthorized use of the Account credentials, You must notify Company immediately and request a new password.

The simulated capital in your Funded Account is notional and may not match the amount of capital on deposit with the Broker. A Funded Account is notionally funded when actual funds in the account (i.e., the equity in a Funded Account represented by the amount of capital) differs from the nominal account size (i.e., the size of the Funded Account that establishes the initial account value and level of trading). Notional funds are the difference between nominal account size and actual capital in a Funded Account.

Use of notional funding does not change the trading level or that the account may trade in any manner differently than if notional funds were not used. In particular, the same conditions and rules applicable to a soft breach, hard breach, Daily Loss Limit, Max Trailing Drawdown, stop loss and position limits apply.

It is strictly forbidden to have any account with the Company if you are an employee, independent contractor, executive, or owner of any other prop firm or broker.

(Being a funded trader with another firm does not exclude you from being a funded trader with Company.)

To maintain the Account and continue as a Company authorized trader, you must, at all times, adhere to the Risk Management and Program Rules. The Risk Management and Program Rules are an integral part of this Agreement. It is your responsibility as Trader to carefully read these Risk Management and Program Rules as outlined in the TopOneTrader.com FAQ's and to inform Company of any questions or objections that you may have regarding them before entering a trade in the Account.

By entering your trading orders in the Account, you agree, represent, warrant and certify that you understand and accept these Risk Management and Program Rules, including, but not limited to the EquityShield program as outlined in the TopOneTrader.com FAQ.

Program rules may be amended from time to time by Company and sent to You by email or provided in your trader dashboard. Any violation of the policies within this agreement will result in the closing of your account, forfeiture of any gains, and termination as an authorized trader of Company without refund.

PROHIBITED TRADING PRACTICES

Any trading practices outlined below or in the "prohibited trading practices" FAQ on toponetrader.com are strictly prohibited. Trader agrees that any violations of these prohibited trading practices, determined at the sole discretion of the Company, will forfeit any profits and result in termination of this agreement. Trader expressly waives any right to dispute forfeiture of profits or termination resulting from a violation of these terms. Company's sole determination shall be final and binding. This includes, but is not limited to, the following:

Exploiting errors or latency in the pricing and/or platform(s) provided by the Broker.

Exploiting errors or latency in the pricing and/or platform(s) provided by the Broker.

Utilizing non-public and/or insider information.

Front-running of trades placed elsewhere.

Hedging of one account to another either internally or through any other firm or broker.

Utilizing any type of high frequency trading (HFT) or Tick Scalping. In the case that that Company does not close Trader's account because of a minimal number of violations, Company will deduct any gains produced from trades with a hold time of less than 5 minutes.

Trading in any way that jeopardizes the relationship Company has with a broker or may result in the canceling of trades.

Trading in any way that creates regulatory issues for the Broker.

Trading in any way that Company deems to be outside of acceptable risk practices.

Utilizing any third-party strategy, off-the-shelf strategy or one marketed to pass assessment accounts.

Rolling/Churning of Accounts. Account rolling, also known as churning, refers to the practice of acquiring multiple evaluation accounts within a short amount of time and using various trading strategies to pass one or more accounts, while allowing other accounts to fail. This practice is strictly prohibited.

Utilizing one strategy to pass an assessment and then utilizing a different strategy in a funded account, as determined by the Company at their discretion.

Gambling, Over-Leveraging, YOLO Trading. We have a strict anti-gambling policy. Company is committed to identifying unique and successful traders who can effectively manage risk and maintain consistency in the financial markets. Prohibited practices include opening substantially larger position sizes compared to normal trades, especially around news events as well as any other trading behavior that Company deems, in its full discretion, to violate acceptable trading practices. Trader may not violate the Max Open Lots Rule based on Trader's account size as outlined in Max Open Lots Rule. Any type of over-leveraging or gambling behavior may result in deduction of profits and potential termination of a trader's account.

Holding a Single Share Equity CFD position into an earnings release pertaining to that underlying equity. To avoid being in breach of this rule, you must close all such Single Share Equity CFD positions by 3:50 pm Eastern Time on the day of the release, if an aftermarket release, or on the preceding day, if a before market open release. Violation of this rule will constitute an immediate, hard breach of your account and any gain or loss on said position will be removed from any calculations. Attempting to arbitrage your account with another account with the Company or any third-party company, as determined by the Company in its sole and absolute discretion.

The utilization of an Expert Advisor to optimize your trading strategies is acceptable, however, it is important for each trader to ensure that their trading parameters are unique and suited to their individual trading style and account. While it is permissible for traders to employ the same Expert Advisor or Indicator as other traders, it is essential to customize the settings and parameters to differentiate their trades from others. Using any type of commercially available EA with automated trading strategies is strictly forbidden. Masking of EAs is forbidden. Any violations of these rules will result in the immediate closing of your account and the forfeiture of any gains.

Copy Trading / Group Trading

Any form of copy trading between multiple accounts not owned by the same individual, including those of relatives, family members, or friends, or any commercially available program is strictly prohibited. Additionally, following signal programs or trade recommendations of any kind where multiple traders are executing similar trades, within similar timeframes, is strictly prohibited. Traders on our platform must be trading with a strategy that is unique to each individual trader.

Using multiple ip addresses on your account, or using the same IP address as other accounts not owned by you.

Exceeding the maximum allocation of \$300,000 by purchasing multiple accounts. This maximum allocation applies PER HOUSEHOLD, regardless of whether they belong to different individuals.

PERFORMANCE SPLITS, WITHDRAWALS & PROFITS

Withdrawals will be paid out via the available payment options at the time of the withdrawal request, which may change from time to time. Upon processing of a withdrawal request, Company shall also withdraw its share of the gains in the Account.

For example, if your account type is an 80% payout:

(Note: Different account types have different profit splits as outlined on the TopOneTrader.com website)

Beginning account balance - \$100,000

Performance split 80%/20% in favor of You.

Account equity one month later is \$120,000

You request a withdrawal of \$10,000. \$10,000 of the gains in your Account will be withdrawn; representing your \$8,000 and the Company's \$2,000. The new Account Balance High Water Mark will be adjusted back to \$110,000 for purposes of adherence to Risk Management and Program Rules going forward.

Please note that upon requesting a withdrawal, your maximum trailing drawdown equity breach level will automatically lock in at your starting balance for all 1-step, Instant Funding, and Instant Prime accounts. Any gains in the Account above the highwater mark after a program rule is violated (hard breach), will be forfeited.

As part of our security and verification procedures, the Company reserves the right to request a video interview with any trader prior to processing a withdrawal request. The purpose of this interview is to confirm the trader's identity, review account activity, and ensure compliance with the Company's policies and terms. Failure to complete the video interview when requested may result in a denial of the withdrawal and termination of Trader's agreement. The interview must be scheduled and conducted within one week of request.

To ensure the long-term stability and financial health of the Company, Traders are permitted to retain a maximum of \$25,000 in net profits and total withdrawals within any thirty (30) day period between all trading accounts owned by Trader. Any profits in excess of \$25,000 will be deducted from Traders trading balance(s). This policy is implemented to promote the continued viability and balanced growth of the Company, ensuring that resources are allocated in a manner that benefits the collective interests of all Traders and stakeholders.

TRANSMISSION OF ORDERS

Company shall have no responsibility for trading platform errors or delays in the transmission of orders due to disruption, failure or malfunction of communications facilities and shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, to any person or entity arising other than as a direct result of Company's gross negligence. By signing this agreement, TRADER UNDERSTANDS THAT COMPANY WILL NOT ADJUST PROFITS OR LOSSES BASED ON ANY TRADING PLATFORM ISSUES.

MARKET PRICING, EXECUTION, POSITION & TRADING LIMITS

For purposes of managing risk and minimizing transaction costs, Company may offset or negate market risk and act as the direct counterparty to certain trades initiated in the Account. Such trades are executed at prices provided by the trading platform and third party liquidity providers. This framework is intended to ensure you receive real market execution on your trades, while simultaneously allowing Company to manage risk dynamically by routing existing positions or future orders to

third parties for execution as we deem appropriate. Regardless of whether Company acts as counterparty to Your trades, the gain or loss on your Funded Account is not calculated differently. However, when Company acts as the counterparty to your trades, there is an inherent potential conflict of interest because your trades do not result in net gain or loss to Company, as your trades would if Company was not the direct counterparty. Company reserves the right to limit the number of open positions You may enter or maintain in the Funded Account at any time, and to revise in response to market conditions the drawdown levels at which trading in the account will be halted. Company reserve the right to refuse to accept any order.

TRADING HOURS

All references to Company hours of trading are in U.S. Eastern Time ("ET") using a 12-hour format. Access to the market is typically available from 5:00 PM ET on Sunday to 4:00 PM ET on Friday, but Company reserves the right to suspend or modify its trading hours at any time and in such an event will inform clients in advance on a best-efforts basis of any changes in its operating hours. Trading hours by contract type may vary.

MODIFICATION OF TERMS

Company reserves the right to modify the terms and conditions of this Agreement or the risk management and program rules at any time. Further, in the case of major unexpected movements in the markets, we reserve the right to modify payout rules, trading conditions, or halt trading to protect the sustainability of the Company. Continued use of the Account after such notice shall constitute your acceptance thereof.

INDEPENDENT CONTRACTOR

The Trader shall perform its duties and otherwise conduct its trading activity in the Account as an independent contractor and not as an employee, agent, or partner of Company. Aside from adherence to the Risk Management and Program Rules, the Trader acknowledges that Trader, nor any of its officers or employees is an officer, director or agent of Company and that Company is not, and will not be, responsible for any trading decisions made on behalf of the Trader and may not commit the Trader to any action. The Trader represents that Company does not have the power either to control the Trader or to exercise any dominating influences over its activities. The parties hereto understand and acknowledge that this Agreement shall not create or imply any agency relationship among the parties, and the Trader will not commit Company in any manner except when a commitment has been specifically authorized in writing by Company.

INDEMNIFICATION

The Trader hereby agrees to indemnify, defend and hold Company and its officers, directors, employees, corporate affiliates, white label partners and agents harmless from any loss, damage, liability, claim, cost, awards and expenses, including but not limited to reasonable attorneys' fees, arising out of the Trader's illegal and/or wrongful actions and/or any breach of Agreement. Without limiting the foregoing, this indemnity clause shall apply to all allegations of wrongdoing including allegations of illegal use of insider information and all transactions requiring corrective action. If Company is informed of any pending action or possible loss against the Trader, Company may set off any monies due to the Trader in amounts sufficient to cover any pending arbitration, litigation, customer complaints, unsecured debits and unpaid expenses in connections with the Trader's trading.

ANTI-DISPARAGEMENT AND CONDUCT

Trader agrees not to make, publish, or cause to be made or published, any false, misleading, defamatory, or disparaging statements - whether verbal, written, or implied about Company, its affiliates, employees, contractors, services, or reputation, through any medium, including but not limited to online reviews, social media, blogs, forums, or other public or private channels. Trader acknowledges that such statements may result in substantial financial harm, including lost revenue, reputational damage, and customer attrition. As such, Trader agrees that:

Each act of disparagement, defamation, or publication of materially misleading information shall result in liquidated damages in the amount of \$50,000 per occurrence, which Trader agrees is a reasonable estimate of anticipated losses.

Company shall also be entitled to seek injunctive relief and recover all reasonable attorneys' fees and costs associated with enforcing this provision.

This clause survives termination of this Agreement indefinitely and applies regardless of whether Trader is currently participating in any Company program.

Company reserves the right to withhold or revoke any pending payouts and immediately terminate all active accounts upon breach of this clause.

INTELLECTUAL PROPERTY, PRIVACY, AND CONFIDENTIALITY.

All copyright, trademark, trade secret and other intellectual property rights ("IP") in and related to Company shall remain at all times the sole and exclusive property of Company and/or its 3rd party service providers and Traders shall have no right or interest in the IP, except for the right to access and use the Account as specified herein. Trader acknowledges that the IP is confidential and has been developed through the expenditure of substantial skill, time, effort and money. The Trader will protect the confidentiality of Company and/or its 3rd party service providers. Trader will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the IP. Trader will not copy, modify, de-compile, reverse engineer, and make derivative works of the IP or in the manner in which it operates.

Trader agrees that their name, email address and trading data may be shared with third party risk management companies and/or other proprietary trading companies as part of Company's risk management procedures. By signing this agreement, you acknowledge and consent to the sharing and processing of your data as described herein.

Trader hereby irrevocably grants Company and associated companies the worldwide, perpetual, royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display Trader's name, picture, video, likeness, trading data, and other biographical information (collectively, "Publicity Rights") for any and all marketing, advertising, educational, promotional, and other commercial purposes, in any and all media, now known or hereafter devised, without further compensation, notification, or permission. This includes, but is not limited to, the use of Publicity Rights on Company's website, social media accounts, marketing materials, advertisements, and any other promotional content.

INTERRUPTION OF SERVICE

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, ANY TECHNOLOGY, BROKERAGE OR TRADING PLATFORM (THE "TRADING ENVIRONMENT") UTILIZED BY TOP ONE TRADER, WHETHER DEVELOPED OR MAINTAINED BY IT OR A THIRD PARTY, IS PROVIDED "AS-IS" AND "WITH ALL

FAULTS', AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TOP ONE TRADER, INCLUDING ITS AFFILIATES, SUBSIDIARIES, LICENSORS, SUBCONTRACTORS, DISTRIBUTORS, SERVICES PARTNERS, WHITE LABEL PARTNERS, AGENTS AND MARKETING PARTNERS AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, "RELATED PARTIES") DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE TRADING ENVIRONMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, NON-INFRINGEMENT AND ACCURACY AND NON-INTERFERENCE; (B) NEITHER TOP ONE TRADER, NOR ANY RELATED PARTY WARRANTS THAT (I) THE TRADING ENVIRONMENT IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS, (II) THE TRADING ENVIRONMENT WILL MEET YOUR REQUIREMENTS, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE TRADING ENVIRONMENT WILL BE ACCURATE OR RELIABLE, (IV) ANY ERRORS IN THE TRADING ENVIRONMENT WILL BE CORRECTED; (C) YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF TOP ONE TRADER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (D) TOP ONE TRADER AND RELATED PARTIES, JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE FORMS, DATA, REPORTS, RESULTS OR OTHER INFORMATION OBTAINED, GENERATED OR OTHERWISE RECEIVED BY YOU FROM ACCESSING AND/OR USING THE TRADING ENVIRONMENT OR OTHERWISE RELATING TO THIS AGREEMENT, AND (E) USE OF THE TRADING ENVIRONMENT IS ENTIRELY AT YOUR OWN RISK AND NEITHER TOP ONE TRADER NOR ANY OF THE RELATED PARTIES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY THEREFROM.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL TOP ONE TRADER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF GAINS, LOST TIME OR GOOD WILL, EVEN IF TOP ONE TRADER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. TOP ONE TRADER SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST YOU BY THIRD PARTIES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF TOP ONE TRADER IN CONNECTION WITH THE TRADING ENVIRONMENT AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF ANY GAINS GENERATED BY YOU IN THE ACCOUNT. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE TRADING ENVIRONMENT MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

TERMINATION

Either party may cancel this agreement at any time for any reason.

FORCE MAJEURE.

Company shall not be liable to Trader 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 Company, Trader, any broker, trading platform or third-party service provider.

MISCELLANEOUS

This Agreement between the Company and the Trader constitutes the entire agreement and understanding of the parties hereto, and supersedes any and all previous agreements and understandings, whether oral or written, between the parties with respect to the matters set forth herein.

Any notice or communication permitted or required hereunder shall be in writing and shall be deemed sufficiently given if hand-delivered, sent postage prepaid by certified or registered mail, return receipt requested, or emailed to the respective parties as set forth below, or to such other address as either party may notify the other in writing:

If to Top One Trader: Top One Trader, LLC
30 N Gould St., Suite R
Sheridan, WY 82801
USA
support@toponetradetrader.com

If to Trader: Email address on file.

This Agreement shall be binding upon and ensure to the benefit of each of the parties hereto and their respective successors, legal representatives and assigns.

This Agreement may be executed in any number of counterparts, each of which together shall constitute one and the same original document.

This Agreement may be amended, modified or waived, at any time by Company.

This Agreement shall be governed by and construed in accordance with the laws of Texas, USA. The venue for any proceedings arising out of or relating to this Agreement shall be in Dallas County, Texas, USA.

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

Trader waives the right to participate in any class action against Company.

Initiating a chargeback or reversal constitutes a breach of this agreement and forfeits all rights to profits and future trading.

All section or paragraph titles or captions in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or entity may require.

If any provision of this Agreement, or the application of such provision, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

This Agreement may not be assigned by either party hereto without the written consent of the other, but shall be binding upon the successors of the parties.

Signed Date

24-03-2026 17:18:35