

Ultra8 Smart Plan Accreditation & Live Portfolio Manager Master Services Agreement:

Last Updated 10 June, 2022.

Rules & Guidelines:

The following rules & guidelines apply to all traders who trade under the Ultra8 Smart Accreditation Program Plans from Ultra Capital Fund.

1. The Ultra8 Smart Accreditation Program lasts for a total of **180 calendar days**. Starting from the day of your first trade on the account and/or within 7 days of receiving your credentials.
2. There will be an **“Orientation Period”** for the first 14 days of your Accreditation where you will be able to settle in to trading without fear of disqualification due to risk breaches. **Trades during the “orientation period” will count towards your accreditation progress.**
3. You can complete the UltraSmart Accreditation in a minimum of **30 minimum trading days** so far as all other requirements are met.
4. You must execute all orders and trades with a **Stop Loss**.
5. You must **not risk more than 2%** of your account balance on any given Symbol or Pair.
6. **3 Strike Rule:** Traders will have a limit of three mistake occasions on risk related breaches (Stop Loss and 2% risk rule). Upon receiving the third strike, the trader’s accreditation progress will be automatically terminated, and the trader will be required to reset.
7. Strikes will incur a fine which will need to be paid to continue trading. see Ultra8 FAQ or terms and conditions for more information.
8. Martingale, Martingale variants, High Frequency Trading (HFT), Grid Trading, Hedging and Stacking are **not allowed**.
8. The Investor Board reserves the right to extend the length of the accreditation if the results of the trader are not conclusive and more time is required.

9. Hedging is **not allowed**.
10. The minimum profit target to be considered for funding is **6%**.
12. The maximum drawdown allowed is **8%** below your starting balance.
13. The accreditation commitment fee will be refunded back to you with the first profit share redeemed after you pass the challenge.
14. In the rare occurrence your trading strategy doesn't align with our investor's risk appetite, we reserve the right to offer a refund or issue a new Accreditation account at no cost.
15. The leverage on the Ultra8 Smart plan is **1:10**
16. You are allowed to trade **Major and Minor Forex Pairs and limited exotic Forex Pairs** and *Gold & Silver* (as an additional add-on)
17. After completing the Ultra8 Smart Accreditation, you will be able to participate in the Withdrawal Plan and Scaling Plan. You will no longer have a time limit or profit target.

FAQ Terms

Plan Structure: Orientation Period, Monitoring Period, Investor Review.

Orientation Period – upon commencing the Accreditation, the trader will be given a 14 day “grace period” for Orientation and easing into the program. During this first 14 day period, all trades will count towards your progress but any Strikes earned will not incur the re-insertion fee. You cannot be disqualified for breaches or strikes made during the orientation period.

Monitoring Period – On day 15, our AI Monitor will be applied to your account and any strike or breach costs will no longer be protected by the orientation period.

Investor Review – After completing all the milestones in the Monitoring Period, our team will recommend you to our Investor Board who will finalize your accreditation and advise next steps.

100% Money Back Guarantee: During the orientation period, if for any reason you change your mind, cannot trade, are uncomfortable or unhappy for any

reason with our services or our execution platform, you can request to withdraw from the Accreditation Program for a FULL REFUND.

Martingale Check: Whilst an order is open and in negative equity, if an additional order is placed on the same symbol in the same direction that is greater in size than any existing order on the same symbol, this will be considered a breach of terms and depending on the severity of the infringement, Ultra Capital reserves the right to disqualify the trade progress, terminate the agreement or provide an alternative appropriate outcome to resolve the trader's breach.

Example: If you have a BUY order of 1.0 lot open on EURUSD and in negative equity (drawdown), any additional BUY order on EURUSD that is 1.01 lots or larger will be flagged as a breach for Lot Size Scaling and the account may be disabled immediately without notice. Additional orders on EURUSD are allowed but must be equal to or smaller than the smallest lot size currently open on EURUSD.

Dummy Trading/Average Lot Size Manipulation: A trade placed AFTER you have hit the profit target, that is not part of your trading strategy, and that is intentionally designed to minimize risk whilst fulfilling other risk management objectives (eg, min trading days).

After you have hit the minimum required target, if you are instructed to continue trading, you must maintain the average lot size you achieved at the time of hitting the target before your results can be analysed again.

Tactical Reset, a trader can opt to sacrifice the potential time remaining in return for a discounted full plan cost to start their accreditation over at a pre-determined discount. Discount amount may change from time to time.

This industry-first feature encourages traders to avoid making further costly errors and risky attempts to chase down the target from an equity position that has now become unrealistic to achieve.

Tactical Reset is the discretion of the trader and the trader can choose if and when to execute the feature.

Tactical Extension function is like the Tactical Reset.

It allows a trader to tactically extend their accreditation time, to improve their chances of passing in return for a small cost to their journey.

Tactical Extensions are only available up to 90 days into a trader's accreditation journey and will incur a fee. The fee is subject to change at Ultra Capital's discretion.

3 Strike Rule: A trader can commit 3 breaches before being disqualified and requiring a reset.

Our investor's strict requirement for risk has not changed, however, should a critical risk error be detected, **instead of instant dismissal, a trader will now be suspended from trading and a fine** will be required to be paid before the trader can continue.

(\$50 for first strike, \$100 for second strike)

You cannot earn multiple strikes at the same time. If a trader breaches risk rules multiple times in a row, this will count as one strike occasion. Progress may not be counted on the outcome of the trades incurring the strike.

On the third strike, the account will not be unsuspended and a tactical reset can be used to refresh the same account.

Terms and Conditions

These Terms and Conditions may be subject to change at any time. Ultra Capital Fund reserves the right to change, amend or add to these terms and conditions at any time.

By purchasing a one time fee Ultra8 Smart Accreditation Plan, The LPM/Accreditation Plan Trader (THE CLIENT) acknowledges that they have read and agreed to be bound by these Terms and Conditions as well as to the Ultra Capital Fund (THE COMPANY) Terms of use and all other terms that may be outlined in and around our website and services.

If the Company suspects that a Client has abused or attempted to abuse, or otherwise acted with a lack of good faith towards us, then the Company reserves the right, at its sole discretion, to deny, the client promotion and if necessary to

cancel any terms and conditions with respect to that Client, either temporarily or permanently, or terminate that Client's access to the service and/or block that Client's Account.

By commencing any service with Ultra Capital Fund, the client expressly agrees to receive and read accreditation plan updates, announcements, account queries, breach notices, account management communications, and limited marketing material relevant to the plan they have purchased, via email, SMS, and phone where relevant.

Restrictions and Responsibilities:

Except as otherwise permitted by the Copyright Act 1968 (Cth) or agreed to in writing by Ultra Capital Enterprises Pty Ltd, the Client must not reverse compile, disassemble, remove, release, disclose, reveal, copy, extract, modify or otherwise reverse engineer all or any part of the Services or any software, documentation or data related to the services or website.

The Client represents, covenants, and warrants that the Client will use the Services only in compliance with the Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations.

The Client hereby agrees to indemnify and hold harmless the Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and legal fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Client's use of Services.

The Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). The Client shall also be responsible for maintaining the security of the Equipment, the Client account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of the Client account or the Equipment with or without the Client's knowledge or consent.

Confidentiality and Proprietary Rights:

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (referred to as "Proprietary Information" of the Disclosing Party).

Proprietary Information of the Company includes non-public information

regarding features, functionality and performance of the Service. Proprietary Information of the Client includes non-public data provided by the Client to the Company to enable the provision of the Services ("Client Data").

The Receiving Party agrees:

1. To take reasonable precautions to protect such Proprietary Information, and
2. Not to use (except in performance of the Services or as otherwise permitted in this Agreement) or divulge to any third person any such Proprietary Information.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

The Client shall own all right, title and interest in and to the Client Data, as well as any data that is based on or derived from the Client Data and provided to the Client as part of the Services. The Company shall own and retain all right, title and interest in and to (a) the Services, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, the Company shall have the right collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and the Company will be free (during and after the term) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

No rights or licenses are granted except as expressly set out in this Agreement.

General Terms and Conditions:

Participation is not allowed for persons under the age of 18 or otherwise under the legal age in their country of residence ("minors").

If the Client does not understand the risks involved, he/she should seek advice

and consultation from an independent financial advisor. If the Client still does not understand the risks involved in trading in any Financial Instruments, he/she should not trade at all.

The Client understands how OTC and Trading Platforms behave, including but not limited to, spreads, volatility and liquidity. The client is responsible for all trading decisions and orders placed and understands that FX/CFD market services are a 24/5 live environment that is subject to market volatility and liquidity fluctuations.

Clients, who undertake transactions on an electronic trading system, will be exposed to risks associated with the system including the failure of hardware and software (Internet/Servers). The result of any system failure may be that an order is either not executed according to the instructions provided for it or is not executed at all.

The Client acknowledges that any trading activity, positions, or losses undertaken by anyone or any device or third party on behalf of the Client, are bound by these terms and conditions. Although the Company does not prohibit Clients from delegation of trading activities, all transactions and trading activity is the sole responsibility of the Client who is authorized to trade the account.

The Client acknowledges and understands that any breaches of these terms and conditions due to shortfalls in electronic trading systems or technology, are the responsibility of the client, not the Company. Clients are expected to have experience in trading and using electronic trading systems and platforms, including Metatrader5 and any user errors or mistakes made are the responsibility of the Client.

On the live funded account the client is supposed to follow all the agreed trading rules regarding the funding option chosen. A pattern of unauthorized trading will cause the funds to be pulled.

Within the accreditation stage, the risk team would require consistent behaviour each trading day with proper risk management with the use of allowed strategies to review your suitability properly before promotion onto the LPM stages/Live funds. In some cases your review may be extended by the risk team to get promotion to the LPM stage or live funds.

All rules of the accreditation program need to be followed strictly. Although we will use common sense, good will and fair judgement, Ultra Capital reserve the right to disable and/or terminate any program, plan or account if any

rules or guidelines are breached. Ultra Capital also reserves the right to use their discretion and may revert to liquidity providers, investors and backers for judgment.

The client agrees that by breaching any of the rules of the plan they are trading, whether it be communicated by the company at the time of the breach, or via the company's systems and processes during the accreditation program with sufficient evidence of the breach, they are breaching their agreement with Ultra Capital Fund. By doing so, the client so acknowledges that a breach of the above may conclude the review and disqualify any claim for refund as services have been rendered and completed.

If an LPM breaches their agreement, in addition, the breach may conclude your contract with Ultra Capital Fund and profits earned may be forfeited at the discretion of the Company or its liquidity providers or backers.

During the Accreditation Review, traders must achieve the minimum target agreed to, within the timeframe agreed to as outlined by the plan details chosen.

These Terms and Conditions are made in English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions of English shall prevail.