

# General Terms and Conditions for Introducing Brokerage of Accounts and Securities Accounts

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## 1. Scope of Application

These Terms and Conditions apply to the service relationship between BG & Partner AG, Industriestrasse 56, 9491 Ruggell, Liechtenstein (hereinafter referred to as «**BGP**» or «**Company**») as operator of the website «**Optimtrader**» and the visitors or users of the website operated by BGP (hereinafter «**Clients**»), regarding the brokerage of an account and securities account (hereinafter “**Introducing Brokerage**”) opening with Interactive Brokers Ireland Limited, North Dock One, 91/92 North Wall Quay, Dublin 1 D01 H7V7, Ireland (hereinafter “**IBKR**”) and other services provided by BGP to Clients.

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## 2. Activity of the Company within the scope of the service relationship

- 2.1 The respective Client who wishes to open an account with IBKR via BGP as a self-trader, i.e. as a trader in his own name, at his own expense and at his own risk, and BGP shall conclude a contract under which BGP's services in this regard shall consist exclusively of
- obtaining and formally checking the online forms completed by the customer to ensure that the data requested there has been entered in full by the customer,
  - forwarding the information provided by the customer to IBKR for the opening of an account with IBKR, and
  - the provision of the account data after the account relationship has been opened with IBKR and the disclosure of the access data to IBKR's trading platform.
- 2.2 In addition to Introducing Brokerage, BGP provides general, purely technical and application-related services in connection with the trading platform at IBKR. This relates in particular to technical support in the event of problems with the trading platform, training in connection with the operation of the trading platform and a support service for technical problems of all kinds.
- 2.3 Within the scope of Introducing Brokerage for IBKR, specific investment decisions are not the subject of BGP's activities. No investment advice, investment brokerage or ancillary securities services are provided - not even in the event of a system failure. For this reason, any liability of BGP for any subsequent transactions of the client with IBKR is excluded.
- 2.4 IBKR will explain its services to the Client itself and provide the Client directly with documents. The Client must and will decide for himself whether any forms of investment and services offered by IBKR or any trading systems and services offered by IBKR correspond to his wishes in terms of their risks and circumstances. BGP does not carry out any plausibility checks on investment opportunities and services offered by IBKR. BGP is under no obligation to provide information or risk information in this respect.
- 2.5 Any orders placed by the Client regarding the acquisition and sale of financial instruments are placed exclusively and directly with IBKR, whereby the customer and IBKR are solely responsible for their execution. BGP does not provide and does not owe the Client any advice or information regarding the purchase or sale of financial instruments. With regard to the execution of orders for the purchase or sale of specific financial instruments, only the contractual and general terms and conditions of IBKR apply. Any general information on financial instruments available on the website does not constitute

a purchase recommendation, risk classification or other assessment of the financial instruments on the part of BGP.

- 2.6 Any services and information made available to the general public by BGP in addition to the services pursuant to Sections 2.1 and 2.2 - e.g. any information provided free of charge by BGP via its website or in any other way (market information) - shall not form part of the service agreement concluded between the Client and BGP.

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### 3. Conclusion of the Service Agreement

A contract for the services of BGP listed under sections 2.1 and 2.2 shall be concluded between the Client and BGP as soon as BGP has checked the online forms completed by the Client together with the attached documents for the arrangement of an account and custody account relationship and the provision of further services and has forwarded the information contained therein to IBKR for the opening of the account. BGP will inform the Client by e-mail about the forwarding of the aforementioned information to IBKR with reference to the date of conclusion of the contract with BGP.

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### 4. Rights and obligations of the Company

- 4.1 BGP has the right to refuse to conclude a contract without giving reasons.
- 4.2 If a contract is concluded in accordance with section 3, BGP undertakes to provide technical support insofar as the Client is enabled to log in to the customer's account with IBKR via the Optimtrader website. BGP shall not be liable for any disadvantages or damages suffered by the customer in connection with a technically caused interruption of the login (account access at IBKR). The Client also has the option of logging in directly to IBKR. BGP does not check the content of the Client's account documents, in particular the personal circumstances of the Client based on the information provided.

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### 5. Rights and obligations of the Client

- 5.1 The Client must provide complete and truthful answers to the information requested of him as part of the account opening process. In the event of changes, he must update this information immediately in his Client profile with IBKR.
- 5.2 The Client has the right to be informed at any time about the type and scope of his personal data stored by BGP and to request the immediate deletion of his data, provided that this does not conflict with statutory provisions or official orders. The general data protection provisions on the Optimtrader website apply in this respect.

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## 6. Total Costs of the Service

- 6.1 The total amount of fees and interest payments charged on margin loans for the services of BGP and IBKR are shown in the price list, that is published on the Optimtrader website.
- 6.2 The Client does not receive any interest payments on a positive cash balance.
- 6.3 In the event of any deviation from the pricing of IBKR, the price list of BGP shall always apply. Excluded from this are costs for additional services provided by IBKR only. These are shown separately in the price list published by BGP and are subject to price changes by IBKR irrespective of the cooperation with BGP.
- 6.4 The Client shall be informed of any changes to fees for the service provided by the Company in writing via the means of communication agreed with him no later than 30 days before the date on which they are to take effect. The Client's consent shall be deemed to have been given if he has not notified his refusal before the change takes effect.

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## 7. Remuneration of the Company

- 7.1 The Company receives ongoing remuneration for the brokerage of the opening of accounts with IBKR and for its additional technical services, which is made up as described in section 7.2.
- 7.2 BGP receives a share of the trading fees charged by IBKR to the Client for each purchase, sale, exchange or other trade of a financial instrument. In addition, BGP may also receive interest payments applicable to the Client's cash balances. The pricing of trading fees and interest payments are shown in the price list, published on the Optimtrader website.
- 7.3 The Client agrees that IBKR shall pay the remuneration from the trading fees received and the aforementioned interests directly to BGP and acknowledges and accepts that its costs may be higher as a result of this remuneration than for customers of IBKR who do not use the services of BGP.
- 7.4 The Client authorizes BGP to instruct IBKR in its name and for its account to pay the aforementioned remuneration components directly to BGP.

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## 8. Termination

- 8.1 The contract is not subject to a minimum term and can be terminated by either party at any time subject to a notice period of 14 days.
- 8.2 BGP shall be entitled to terminate existing business relationships at any time at its own discretion and without stating reasons. Even if there is a period of notice or an agreed fixed date, the Company is entitled to terminate the business relationship immediately if the Client is in default with a service, if his financial situation has deteriorated significantly, if enforcement proceedings are taken against him or if criminal proceedings are pending against him which jeopardize the reputation of the Company.

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## 9. Liability

- 9.1 BGP shall only be liable in cases of intent or gross negligence on the part of an employee or vicarious agent and in the event of culpable injury to life, limb or health in accordance with the statutory provisions. Otherwise, BGP shall only be liable for culpable breach of material contractual obligations. However, the claim for damages for culpable breach of material contractual obligations is limited to the foreseeable damage typical for the contract. Insofar as the special terms and conditions for individual business relationships or other agreements provide otherwise, these provisions shall take precedence. BGP shall not be liable for the Client's electronic access to the Optimtrader trading platform.
- 9.2 The Client and IBKR are solely responsible for the submission, receipt, execution and booking of Client orders and the error-free functioning of IBKR's order placement and information system. BGP assumes neither responsibility nor liability for any errors or deficiencies in IBKR's account management. All agreements in this regard must be made between the Client and IBKR. BGP assumes no liability for damages or lost profits incurred by the customer as a result of a complete or partial failure or malfunction of the electronic transmission and information system provided by IBKR. The display of the Optimtrader logo in the order placement and information system does not change this. BGP shall not be liable for any damage or loss caused by events beyond BGP's control or for any other losses, costs, liabilities or expenses (including loss of profits) arising from the Client's inability or delay in accessing the Transmission and Information System. BGP shall also not be liable in the event that the Client suffers damage as a result of incorrect use of the transmission and information system. BGP points out that certain functions of the transmission and information system may be unavailable for a certain period of time due to maintenance work or for other technical reasons.
- 9.3 BGP accepts no liability for the content of external links. The respective providers are liable for this.
- 9.4 The above exclusions and limitations of liability shall also apply with regard to the liability of BGP's executive bodies, employees, workers, staff, representatives and vicarious agents.

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## 10. Termination of the cooperation with IBKR

BGP and IBKR are entitled at any time to terminate the existing cooperation between them, which forms the basis for the support service provided by BGP, in its entirety or for certain financial instruments. In such a case, the business relationship with the customer shall end after notification by BGP.

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## 11. Data collection and confidentiality obligation

BGP is obliged to maintain confidentiality about all customer-related facts and assessments of which it becomes aware. BGP may only pass on information about the Client if this is required by law or if the Client has consented to this. All personal data arising in the course of the business relationship shall be collected, processed and used by BGP for the purpose of performing the contract. The general data protection provisions on the Optimtrader website apply in this respect.

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## 12. Public holidays

Liechtenstein public holidays and Saturdays shall have the same legal status as Sundays.

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### 13. Language

The relevant languages for the business relationship are German or English. In the case of foreign language texts, the English text shall serve as an aid to interpretation.

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### 14. Place of performance

The Company's place of business shall serve as the place of performance for mutual obligations.

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### 15. Exclusion of assignment

The Client may only offset claims against the Company if its claims are undisputed or have been legally established. The assignment or pledging of the customer's claims against BGP arising from the business relationship is excluded. This prohibition applies to all claims.

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### 16. Severability clause

If one or more provisions of these General Terms and Conditions for Introducing Brokerage of Accounts and Securities Accounts become ineffective or invalid, or if the GTC should have gaps, this shall not affect the validity of the remaining provisions. The invalid provisions are to be interpreted or replaced in a manner which comes as close as possible to accomplishing the desired purpose.

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### 17. Applicable law

All legal relationships between the Client and the Company shall be governed by the laws of the Principality of Liechtenstein.

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### 18. Jurisdiction

The court of jurisdiction is Vaduz. The Client accepts this jurisdiction for all legal proceedings. However, legal action may be taken against the Client at his place of residence, or before any other competent court or authority.

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### 19. Alterations

The Company reserves the right to alter these GTC at any time. The Client shall be advised of such alterations in writing or by other suitable means, and shall be deemed to have approved them unless he objects within one month.

## 20. Validity

These GTC come into force on 24.07.2025.