



EMAR MARKETS

COPYTRADING TERMS & CONDITIONS

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TABLE OF DEFINITIONS AND INTERPRETATIONS

As used herein, each term defined should have the meaning assigned thereto in these Terms, unless expressly provided herein to the contrary. Each term that is not specifically defined herein should have the same meaning as in the Client Agreement.

“Commission” is a certain percentage of the difference between the initial and final equity amounts gained by the Investor. The commission percentage value is determined by the Trader, and it has to be paid to the Trader at the end of each Settlement Period or earlier as it might be. The commission should be paid in USD only.

“Copy Mode” is a specific parameter in a Copytrading Service setting that determines the proportion under which the trades are copied onto the Investor’s account. Copy Mode affects the Minimum Investment as well as the amounts of orders opened on the copied Strategy depending on the chosen multiplicator. Copy Mode can be of one of three pre-set values: Equal x1, Double x2, or Triple x3, or can be Custom and have any numeric value between 0.01 and 9999.

“Copytrading Service” is the service provided by the Company via its Website giving the Client the ability either to become an Investor and to start copying Strategies of Traders and/or become a Trader to create Strategies and attract Investors to follow these Strategies.

“Investment” is a contribution of a certain amount from the Investor's Wallet to the Strategy chosen by the Investor to copy the chosen Strategy.

“Investor” is a Client of the Company, who uses the Copytrading Service in order to copy the Strategies of Traders, and shares the Commission with the Trader.

“Investor Wallet” is a special type of Trading Account that is used by the Investor in order to follow one or more Strategies by making an investment.

“Minimum Investment” is a unique characteristic of each Strategy which represents an automated algorithmic calculation of the minimum trading amount, which takes Maximum trader margin within the last 7 days as a basis for calculation. Also, might be referred to as Required Investment.

“Settlement” is a process of paying the Commission from the Investor to the Trader according to the Commission rate at the end of each Settlement Period.

“Settlement Period” is a period commencing on the creation of the Strategy or on each Monday, 00:00:00 and ending on Friday, 23:59:59. Commission is paid within two days after the end of the Settlement Period.

“Strategy” is a unique pattern of performing trading operations created and publicly displayed by the Trader according to which the Investor can make an investment to copy the relevant orders and transactions opened by the Trader. The strategy should be executed on the Trader’s Trading Account and copied by the Investor.

“Support Funds” is an amount of funds set out by the Investor that is used to protect the Investment from unexpected market movements and forced close-out due to the lack of funds in the Investment.

“Trader” is a Client of the Company, who uses the Copytrading Service in order to create Strategies available for Investors to copy, and gain Commission from Investors.

“Trader Wallet” is a special type of Trading Account that is used by Traders to gain Commissions from Investors during the Settlement.

INTRODUCTION

1.1. These Copytrading Terms & Conditions (hereinafter referred to as “Terms”) are applicable to the Clients who apply for and use the Company’s Copytrading Service.

1.2. These Terms and attachments thereto are setting out the terms and conditions upon which the Company shall provide the services to the Client related to:

- i. Copytrading Service and all applicable rules and regulations for Clients acting as an Investor or as a Trader, or both;
- ii. trading and non-trading operations within the scope of the Copytrading Service;
- iii. applicability and interaction of Copytrading Service relating to the Company’s other services and promotions.

1.3. The Client undertakes to thoroughly familiarize himself with the provisions of these Terms.

1.4 These Terms become effective after the Client has registered a Personal Area and opened an account specifically designated for Copytrading Service, which indicates an acceptance of the present Terms that stays valid as long as the Client has at least one open Investor Wallet or Trader Wallet.

1.5. The Company reserves the right to change, add and modify these Terms or any attachments thereto at any time by publishing the relevant information on the Company’s website.

1.6. The Company reserves the right to close and/or pause partially or in whole Copytrading Service and/or any related services at any time with or without notice.

1.7. These Terms present an integral part of the Client Agreement and all matters not specifically described herein shall be governed by the rules and regulations of the Client Agreement and attachments thereto.

SERVICES

2.1. Copytrading Service is a service that allows Investors to copy trades from Traders and can be activated by selecting the “Start Copying” option in the Personal Area.

2.2. The Trader conducts trading operations in personal Trading Accounts which are valid to subscribe for Copytrading Service. All transactions and trading operations on the Trader’s Trading Account shall be performed according to the Client Agreement.

2.3. The trades conducted within the scope of the Strategy are copied onto the Investor’s account. Copying a trade shall mean a simultaneous opening/closure of trade on the same trading instrument, of the same type (Buy or Sell) under the settings and parameters of the chosen Strategy and particular Investment.

2.4. Copytrading Service is only available for Trading Accounts on the MetaTrader 5 Trading Platform.

INVESTOR AND INVESTOR WALLET

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3.1. The Client has a right to apply for Copytrading Service as an Investor by opening an Investor Wallet from the Personal Area.

3.2. After opening the Investor Wallet, the Investor can make a deposit to the Investor Wallet as to any other Trading Account using any available deposit method. The minimum deposit amount to the Investor Wallet is \$25.

3.3. The Investor can start to copy any Strategy that he or she can choose in the Personal Area by making a relevant amount of Investment but in any case, not less than the Minimum Investment. The Investor can also, at least once when commencing copying the Strategy add to the Minimum Investment funds as a Support Amount. It’s not possible to add more Support Amounts in the future.

3.4. The Investor hereby agrees to the following:

3.4.1. To authorize and instruct the Trader to act on his behalf in accordance with the specific Strategy in connection to the Investment;

3.4.2. To authorize and instruct the Company to take any necessary action to follow the Strategy of the Trader selected by the Investor;

3.4.3. To authorize and instruct the Company to make a Settlement.

3.5. The Investor indicated the exact amount of funds from the Investor Wallet to be used for the Investment. The minimum amount of Investment is \$25 and can be more according to the Trader's settings and parameters. The amount of Investment cannot exceed the equity in the Investor Wallet.

3.6. The Investor copies the trades that the Trader opened only after subscription for the Trader within the Copytrading Service.

3.7. Once the service is activated, the trades will be copied to the Investor Account, whether the owner of the account is signed in or not.

3.8. The Investor's order is executed following the Trader's order (Buy or Sell) made in his or her account. The signal for opening an order in the Investor Account triggers when the Trader places an order, and such an Investor order is executed at the market price. The same mechanism triggers the order closing. Therefore, the execution prices of these orders may differ. Additionally, the number of Investors following this Trader can affect the execution time.

3.9. The Investor can copy any number of Strategies and any number of Traders.

3.10. The Investor can edit the parameters of copying via the Edit function both before investing with a Trader and in the course of copying trades.

3.11. Details and/or information regarding the Investor's trading activities while using the Copytrading Service and performance according to the chosen Strategies should be available from the Investor's Personal Area.

3.12. The Investor can choose the Copy Mode between three pre-set values or choose Custom Copy Mode between 0.01 and 9999 to define the ratio according to which the trading volumes of the Strategy shall be copied onto the Investor's account. The Copy Mode value can be other than 1, which means the volume of trading on the Investor's account shall be calculated as follows:

Example 1: Investor sets Double ($\times 2$) multiplier, and one lot trade is opened on the Trader Account. The volume of the copied trade will be: 1 lot \times 2 multipliers = 2 lots.

Example 2: Investor sets Custom ($\times 0.5$) multiplier, and one lot trade is opened on the Trader Account. The volume of the copied trade will be: 1 lot \times 0.5 multipliers = 0.5 lot.

The Copy Mode value can be 1, in which case all trading volumes of the chosen Strategy shall be copied onto the Investor's account in the same amount.

For example:

Trader Order volume = 2 Lot

Investor Order volume = 2 Lot

The Investor can change the Copy Mode value at any time, but adjustment shall be applicable only to new trades open after the switch.

3.13. The volume of any order is rounded to the nearest hundredth decimal point (the second digit after the decimal). For instance, if the Investor copies an order for 0.324 lots, the order will be rounded down to 0.32 lots. Vice versa, if the Investor copies an order for 0.325 lots, the order will be rounded up to 0.33 lots.

3.14. The Investor assumes the power of responsibility for providing enough funds for executing orders and maintaining positions in the account according to the chosen Copy Mode value.

3.15. The Investor can add funds from the Investor Wallet to any Investment at any time.

3.16. The Investor can stop following the Strategy at any time during the market hours by clicking "Stop Copying" and the relevant Orders shall be closed at market price by reducing Investment.

The Investor can never reduce Investment to less than the applicable minimum Investment amount unless reduced to zero which means to stop copying the Strategy.

3.17. The Investor can view a trading summary and trading history from the Personal Area, where the Investor will see all transactions and trades copied with the respective amount of profit or loss. Limit Orders such as Stop Loss or Take Profit of Traders will not be shown to Investors, however, if they are set and then they would be executed, the Investor will see the same being executed as respective Buy or Sell order.

3.18. The Investor's account leverage is set at 1:500 by default and it's not possible to change the leverage on the Investor's account.

3.19. The Investor cannot independently close or modify the trades copied from the Trader's account.

3.20. Stop loss/take profit orders are not visible in the Investor Area, but if these orders are triggered on the Trader Account, the copied trades are also closed.

3.21. The Investors do not have access to the trading terminal. All actions with their subscriptions and trades are available in the Investor Area.

3.22. The Investor acknowledges and agrees that the Trader can make both profitable and losing trades, and the Copytrading Service does not affect it.

The Investor's trading statistics can be viewed only through the Investor Area.

3.23. The Investor acknowledges and accepts that by following the Strategy of a specific Trader, the Investor accepts the Commission and all applicable settings and parameters set by the respective Trader.

TRADER AND TRADER WALLET

4.1. The Client has the right to apply for Copytrading Service as a Trader by opening a Trading Account that would be used for the Strategy or choosing one of its existing Trading Accounts that meets the requirements for Copytrading Service and assigning a unique Strategy name.

4.2. Only Pro and Standard types of Trading accounts are available for the Copytrading Service. All requirements for such accounts, including minimum deposit amount, are the same as for any other accounts of the same type.

4.3. Only Trading Accounts on MetaTrader 5 Trading Platform are available for Copytrading Service.

4.4. The Trader can choose up to 5 (five) Trading Accounts that would be used for Strategies.

4.5. The Trader must include a minimum 50, maximum 500 symbols Strategy description that will be publicly displayed. A description of the Strategy shall not be considered as personal or confidential information.

4.6. The Trader can set a certain amount of Commission for each particular Strategy ranging from 0% to 50% in 1% increments. The Trader can change a Commission later but the changed Commission rate shall be applied only to new Investors.

4.7. Commission is calculated and paid to the Trader Wallet at the end of each Settlement Period and then can be transferred to any other Trading Account via internal transfer.

4.8. If the Trader changes equity (by making a deposit or withdrawal), all the copied trades maintain their initial volume on the Investor Account.

4.9. The Trader has a right to use any trading strategy complying with the Client Agreement.

4.10. The Trader hereby acknowledges that he can only conduct trades by use of his own funds.

4.11. The Trader shall not provide asset investment services or advice to Investors.

4.12. Trader hereby agrees to act honestly and not include any misleading, defamatory or in any other way unacceptable information in the Strategy name, Strategy description or in any other medium. The Company determines in its sole discretion the appropriateness of included information and can require the Trader to amend and modify the Strategy name and/or Strategy description.

4.13. The Client acting in the role of Investor cannot follow any Strategy created by him acting in the role of the Trader.

4.14. The Trader can unsubscribe a Trading Account from an associated Strategy at any time and thus stop participating in Copytrading Service with that particular Trading Account. In this case, all open orders on account are closed under the current market rates at the moment of unsubscription.

4.15. The Trader's trading statistics are publicly available.

4.16. Trader agrees and accepts that as a part of the Copytrading Service, certain information from the Trader Account shall be publicly available for Investors to examine the information about the Trader. Such information includes the country of residence of the Trader, trading results (profit or loss), balance operations on the Trading Account associated with a Strategy (Deposits, Withdrawals, etc.), open and closed orders on the Trading Account associated with a Strategy.

TRIAL PERIOD

5.1. The Trader has an option to enable a Trial Period on his strategy during which the Investor can subscribe to his Strategies and no Commission shall be paid to the Trader.

5.2. The Trader can activate or deactivate the Trial Period at any time.

5.3. The Trial Period is automatically activated when an Investor initiates a copy of the Trader's Strategy if the Trial Period is enabled by that Trader and the Investor has not previously activated the Trial Period for that Trader.

5.4. If the Trader deactivates the Trial Period, it continues to work for the Investors who have already subscribed while the Trial Period was active.

5.5. If the Investor stops copying the Trader's Strategy while the Trial Period is active and has not yet expired, the next time the Investor subscribes for that particular Trader the Trial Period shall not be applicable.

5.6. After the expiration of the Trial Period, the copying conditions set by the Trader, including the commission amount, shall apply.

5.7. The duration of the Trial Period is set by the Trader and cannot exceed 7 calendar days.

5.8. If the Trader enables the Trial Period while having active Investors subscribed to his Strategies, this Trial Period shall not be applicable to such Investors.

5.9. Investors can now see Traders with the Trial Period enabled on the Leaderboard. To view them, the option "Trial available" shall be activated.

TRADING CONDITIONS, COMMISSIONS AND SETTLEMENTS

6.1. All trading conditions (leverage and spreads) are the same respectively for Pro or Standard types of Trading Accounts. Respectively, all trading conditions (leverage and spreads) are the same as for the Trader according to the type of Trading Account that is open for the Strategy.

6.2. The minimum volume of the copied trade is 0.01 lot, the maximum volume of a copied trade is not limited. If the copied trade volume is less than 0.01 lot after the calculation according to the chosen Copy Mode value is made, then the trade will still be opened on the Investor's account at the amount of 0.01 lot.

6.3. If the Trader changes equity (by making a deposit or withdrawal) or leverage, all the copied trades maintain their initial volume on the Investor Wallet.

6.4. Trader shall receive Commission as a percentage of the difference between the initial and final equity amounts gained by the Investor who follows any of its Strategies according to the level of Commission set for each particular Strategy to its Trader Wallet at the end of each Settlement Period.

6.5. If by the end of the Settlement Period, there is no trading profit then Trader shall receive no Commission during the Settlement.

6.6. If the Investor chooses to reduce Investment and stop copying Strategy, then Settlement shall be performed at that exact moment, that is the respective amount of profits shall be calculated and Commission shall be paid to the Trader Wallet.

RISKS AND RESPONSIBILITIES

7.1. The Company does not provide any guarantee as to the performance of any Strategy.

7.2. The Investor and Trader agree with the fact that participating in the Copytrading Service is associated with risks. The Investor and Trader fully accept the risk of possible losses that can occur as a result of Trader's activity according to the chosen Strategy. The Company neither provides investment advice nor provides any personalized investment recommendations and/or advises Investors on the merits of any investments. The Trader performs trading operations on its own behalf, account, and risk.

7.3. The Investor fully accepts and acknowledges all related risks, including risks related to:

- the fact that the execution price of orders on the Investor Account may differ from the execution price on the Trader's Trading Account due to Market execution. The Company does not compensate for a possible difference in profit/loss and commission for such transactions.
- Trader's level of experience and qualifications;
- possible losses due to the fact that the Trader may partially close its position which will lead to closing the current position and instant opening of new position on the Investor Account;
- the fact that total margin requirements for accounts of the Trader and the Investor may differ;
- losses or lost profit that may occur due to rounding of volume during copying of transactions from a Trader.

7.4. The Trader accepts the risks of not receiving the total amount of Commission because of the fact that the Investor may not have sufficient funds for performing such an operation. The Company bears no responsibility and does not compensate for the difference in commission in such cases. Such unpaid Commission will be charged from the Investor during future Settlement Periods where he has enough equity to pay this unpaid earlier Commission.

7.5. Both Trader and Investor fully accept and acknowledge all risks described in the Client Agreement, as well as the risk of volatility and certain restrictions that the Company might impose during the high volatility periods.

7.6. The Company bears no liability to participants of the Copytrading Service for lost profit or losses, which may directly or indirectly occur as a result of trading operations performed or not performed by an Investor or a Trader.

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MISCELLANEOUS

8.1. The Investor's acceptance of these Terms does not create contractual relationships between the Investor and Trader and therefore does not result in concluding an agreement between them.

8.2. The Company might prohibit the Client from Copytrading Service and suspend the Investor Wallet or Strategy in case of violation of these Terms, Client Agreement or any other applicable rules or regulations. If Investor Wallet is suspended, all Commission shall be paid to the Traders for any profits up to the moment of suspension. If the Strategy is suspended, all orders of Trader and Investors copying the Strategy shall be closed under the current market rates and all Commission shall be paid up to the moment of suspension.

8.3. In case of such suspension as well as in cases of an Event of Default as provided in the Client Agreement, the Company may at its sole discretion cancel all profits gained from Copytrading Service as well as relevant Commission and suspend Investor Wallet or Strategy.

8.4. The Company reserves the right to reject and/or block the visibility of a proposed and/or existing Strategy for any reason including without limitation:

- The provided description of the Strategy is not in accordance with the provisions of these Terms and/or any other regulation of the Company and/or it contains illegal and/or unethical references, and/or it contains personal or other information not related to the Strategy, and/or does not make sense and/or lacks consistency and/or provides misleading information;
- the selected name for a Strategy is misleading and/or insulting and/or contains racist or religious references and/or refers to illegal actions, and/or does not respect certain morality or ethical standards;
- Trader's Trading Account associated with a Strategy does not have sufficient funds as per the minimum requirements of the specific Trading Account type;
- The Trader's Personal Area has not been fully verified in accordance with the Client Agreement;
- The Traders's Strategy has been inactive and/or has no trading activity upon it for more than seven (7) calendar days;
- For any other reason considered as relevant and appropriate by the Company in its sole discretion.

8.5. All statistics regarding the trading performance, profits and Commission within the means of Copytrading Service is provided in USD disregarding the actual Trading Account or Investor Wallet currency. All calculations are made under prevailing market rates.

8.6. Trading volumes of both Investor and Trader shall be counted in for the Partner Program. For both Investors' and Traders' trading volumes, the maximum size of the Partner's remuneration shall be calculated according to the Introducing Broker Agreement.

8.7. The Trader can also be an Introducing Broker for the Investor. In such cases, the Trader who is also an Introducing Broker will receive both the Introducing Broker remuneration and the Commission for copying. Partner's remuneration in such cases shall be calculated according to the Introducing Broker Agreement.

8.8. Investor Wallet shall not be qualified for Deposit Bonus and any other future possible bonuses and bonus programs.

8.9. In case the Client is not satisfied with any of its aspects, he or she has the right to file a complaint according to the Client Agreement.