



COPYTRADE AGREEMENT





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1. INTRODUCTION

- 1.1 MFM Securities (“the Company”) offers to its new and existing customers (“Client”) following its request and acceptance by the Client. This agreement sets out terms and conditions for the provision of the service of the Company to its client.
- 1.2 The “Copytrade” Terms and Conditions is an integral part of the “MFM Securities Terms and Conditions” and provisions set herein are considered as an annex of all “MFM Securities Terms and Conditions”.
- 1.3 By opening a Copytrade account and applying for this product, the Client acknowledge that he/she has read and agreed to be bound by these terms and conditions and MFM Securities Terms and Conditions which are available on the website.
- 1.4 The Copytrade only applies for Clients who opened an account through www.mfmbroker.com . MFM Securities reserve the right, at its discretion, to offer the products and services to any clients and/or country/regions as it deems necessary.





2. DEFINITIONS

2.1. The following terms shall have the following meanings herein:

“Agreement” means this agreement and any appendices to the agreement hereof

“Archived MFM CopyTrade Account” means a CopyTrade Provider Account or a Follower Account which had no financial or trading activity for a set period of 90 (ninety) days as per the Account Opening

Agreement of the Company.

“Client” is a natural or legal person who has been accepted by the Company as its Client and to whom the Company shall provide the Primary Services as per the terms and conditions of the Account Opening Agreement. A Client can be either a prospective CopyTrade Provider or a prospective Follower.

“Company” means MFM Securities company incorporated under the laws Level 1, ICOUNT House, Kumul Highway, Port Villa, Vanuatu.

“Effective Date” shall mean the date that the prospective CopyTrade Provider or the prospective Follower have been approved by the Company.

“Equity” equals to Balance + Floating Profit & Loss + Swap.

“Follower” is a Client who has registered for a Follower Account via the Company’s website and has been assessed and approved as a Follower by the Company under the terms and conditions of this Agreement.

“Provider” is a Client who has registered for a CopyTrade Provider Account via the designated page on the Company’s website and has been assessed and approved as a CopyTrade Provider by the Company as per the terms and conditions of this Agreement.

“CopyTrade Accounts” means either the CopyTrade Provider Account or the Follower Account respectively.

“CFD” or “Contract for Difference” shall mean a spot or a forward contract for difference having one Underlying Asset.

“Client Account” shall mean the personal account opened in the name of the Client, when the Client joins a Strategy, for the purpose of investing in the Strategy.





“Coefficient” indicates the amount of trading activity in your account compared to the Provider’s account. When Safety Mode is enabled, the coefficient in your Investor Account cannot exceed a factor of 0.5 and therefore you shall adopt approximately half the trading activity compared to the Provider’s account and subsequently half the risks and profits.

“Currency Pair” shall mean the object/Underlying Asset in a Contract for Difference based on the change in the value of one currency against the other.

“Dormant and/or Inactive Account” shall mean any MFM SECURITIES client trading account where the client/account holder/owner of that trading account has not initiated any trading activity and/or inactivity for a period of **three (3)** consecutive months and/or where MFM SECURITIES has not carried out any transactions in relation to the trading account by and/or on the instructions of the client/account holder/owner and/or his/her authorized representative for a period of **three (3)** consecutive months.

“Dormant and/or Inactive Account Fee” shall mean a handling fee of **5 USD** or equivalent per month imposed by MFM SECURITIES and/or paid by a client for his/her dormant account(s) held by MFM SECURITIES, as this may be amended from time to time by MFM SECURITIES.

“Financial Instruments/Instruments” shall mean the instruments under the Company’s license.

“Net Profit” the market value of the Client’s Assets at the beginning of the calculating period plus any additional CopyTrades and less any withdrawals of the Client’s Assets during such period.

“Open Position” shall mean in relation to a CFD a Long Position or a Short Position which is not a completed transaction.

“Order” shall mean an instruction from the Company to another party to open or close a position when the price reaches the Order Level in relation to a Contract for Difference.

“Order Level” shall mean the price indicated in the Order in relation to a Contract for Difference.

“Quote” shall mean the information of the current price for a specific Underlying Asset in a Contract for Difference, in the form of the Bid and Ask prices.

“Strategy or CopyTrade Strategy” shall mean the series and/or sequence and/or set of Transactions carried out by the Provider through the Provider’s Account which shall be available for Investors to invest in.

“Trading Account” shall mean the unique personified registration system of the consisting of all completed transactions in CFDs, Open Positions, Orders and deposit/withdrawal transactions in the Trading.





“Trading Platform” shall mean the trading platform of the Company consisting of all programs and technical facilities which provide real-time Quotes, allow transactions in CFDs to be made, Orders to be placed/modified/ deleted/executed and calculate all mutual obligations between the Company or the Client on the one hand third party service provider on the other hand. The trading platform consists of the Server and the Client Terminal.

“Transaction” shall mean any transaction with the Client’s Assets.

“Website” shall mean the Company’s website at www.streamsecurities.com or such other website as the Company may maintain from time to time for access by its clients.

“CopyTrade Advice” means the provision of personal recommendation to a client, either after his request, or on the initiative of the IF, in relation to one or more transactions related to financial instruments, as per the provisions of the Law.`

“Losses” include both losses from open and closed trades.

“Operative Agreements” shall mean the agreements entered into by the Client and the Company that govern all the trading activity of the Client. Operative Agreements include but are not limited to the Account Opening Agreement, the Terms of Business, the Order Execution Policy and any other agreement and/or policy which is available to the Client via the Company’s website and any appendices and/or addendums thereof, as amended from time to time, as well as any other agreement and/or policy which the Company may be required by the Law and/or any other legislative requirement, to make available to its Clients from time to time.

“Parties” shall mean both the CopyTrade Provider and the Follower which have been approved by the Company as per the provisions of this Agreement.

“Profits” include profits from open and closed trades.

“Service” means the CopyTrade service which is offered by the Company on a complimentary basis to the Primary Services offered by the Company under its license.

“Volume Allocation Percentage” is the percentage selected by the Follower which, alongside his equity ratio between the Follower and the CopyTrade Provider, is used to determine the volume of the trades to be copied.

- 2.2. Unless otherwise stated, reference to a clause, party, appendix or a schedule shall mean a clause or a party, appendix or schedule of this Agreement.
- 2.3. The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.





3. GENERAL TERMS AND CONDITIONS.

- 3.1 The Service is only available to Clients of the Company who have fulfilled the criteria outlined in Clause 4.1 of this Agreement. The Service provides the opportunity to its clients to follow the trading strategy of a CopyTrade Provider, under the terms and conditions set out herein. It is noted that the Service does not constitute an asset management tool and under no circumstances shall it be considered as CopyTrade Advice or Portfolio Management.
- 3.2 A Client may register with the Company to become a CopyTrade Provider and choose to publish his trading strategy through the designated page on the Company's website to any Client who wishes to become his Follower, under the terms and conditions set out herein.

4. CLIENT ACCEPTANCE CRITERIA

- 4.1. The Company shall offer the Service only to eligible clients who satisfy the following criteria:
- (a) have entered into an agreement for the provision of the Primary Services and who have been accepted by the Company as its Clients; and
 - (b) have applied for the Service through the applicable link on the Company's website and/or Client's vault area; and
 - (c) have completed and passed and provided the Company with the necessary information in order to be able to assess whether the Client is able to understand the risks associated with the financial instruments offered by the Company and the Company has successfully assessed his appropriateness;
 - (d) have completed and provided the Company with the necessary information in order to assess their CopyTrade objectives, their financial ability to bear the risks related to the provision of the Service and whether the Client understands the risks involved in relation to the specific financial instrument for which the Service is to be given.
- 4.2 The Client acknowledges and confirms that the Company has the right to decline and/or refuse to offer the Service to a specific Client if he does not fulfil the criteria set out in Clause 4.1 of this Agreement.
- 4.3 The Client acknowledges and confirms that the Company will be assessing the Client in terms of appropriateness and suitability on at least an annual basis. The Company shall have the right to terminate the provision of the Service to a specific Client if he no longer meets the criteria set out in Clause 4.1 of this Agreement.





4.4 It is understood that the Company has the right to request any additional information and/or documentation from the Client at any time throughout the term of this Agreement and/or the business relationship with the Client.

5. ACKNOWLEDGEMENT

5.1. The Parties acknowledge that they have read, understood, and accepted the present Agreement, and all Operative Agreements available on the Company's website.

5.2. The Parties further acknowledge and understand that:

a) The Company's relationship with them will be governed by the terms and conditions of this Agreement and all other Operative Agreements available at the Company's website, as amended from time to time;

b) The Service is not an asset management tool and under no circumstances, it shall be constituted as CopyTrade Advice or a Portfolio Management service;

c) They understand and accept the nature of inherent risks on CFDs trading as specified in the Risk Disclosure document available at the Company's website.

d) The Company does not guarantee the recurrence of rates of return that have been made by a Provider in the past.

e) Any information in relation to the Service which is known to the Provider or the Follower respectively by using this Service shall be used solely for his own account.

f) That the ratio between profits and losses of a Provider shall not always be the same as the ratio between profits and losses of his Followers.

g) The Company shall follow the principles set out in its Order Execution Policy with respect to the execution of orders, which is available to all Clients via the Company's website. The Parties are required to ensure that they understand the principles laid down in the Order Execution Policy of the Company prior to entering into a business relationship with the Company.

6. PROVISION OF SERVICES

6.1 Subject to the Client's obligations under the Agreement being fulfilled and any other rights of the Company herein in the Agreement, the Company shall offer the following Services to the Client:

6.1.1. Participation to the MFM SECURITIES Invest;





6.1.2. Participation to the MFM SECURITIES Invest shall give the right and/or opportunity to the Client to have access to the CopyTrade Strategy of Providers and follow their Strategies.

6.2 The Client hereby agrees that by joining a CopyTrade of the MFM SECURITIES Invest, the Client:

6.2.1. appoints the Provider of the CopyTrade as its true and lawful attorney and agent, with full power and authority to act as a Provider of the Client's CopyTrade account;

6.2.2. instructs the Company to take all such necessary actions to follow the Provider's strategy.

It is hereby understood that the CopyTrade shall be followed at a pro-rata basis, comparing the funds in the Provider's Account with the funds in the Client's CopyTrade account.

6.3 Without prejudice to the generality of Clauses 6.1 and 6.2, the Client grants the Company full power and discretion to perform the following functions on behalf of the Client (and without prior reference to the Client), following the CopyTrade of the Provider:

6.3.1 to invest or deal with the Client's CopyTrade account as the Provider in his own discretion deems appropriate for the Client;

6.3.2. to purchase (or otherwise acquire), sell (or otherwise dispose of), maintain, exchange or trade in Financial Instruments (including CFDs) in any manner whatsoever;

6.3.3. to enter into Contracts for Difference and hence place Quotes and Orders for transmission or execution with another CopyTrade firm or bank;

6.3.4. to execute Transactions in regulated markets and Multilateral Trading Facility;

6.3.5. to execute Transactions outside regulated markets and Multilateral Trading Facility, for example enter into over-the-counter transactions;

6.3.6. to enter into Transactions in any markets and generally act in any other way which the Provider deems appropriate in relation to the management and CopyTrade strategy;

6.3.7. to subscribe for issues and offers for the sale of Financial Instruments;

6.3.8. to accept private placements, underwritings and sub-underwritings of Financial Instruments;





- 6.3.9 to invest in mutual funds and collective CopyTrade schemes which are managed, operated or directed by the Company or any associated company as well as in Financial Instruments which are partly paid and that there is no limitation in the amount or percentage which may be invested in any Financial Instruments of a single issuer or in a single Financial Instrument or in any area of business activity;
- 6.3.10. to issue orders and instructions with respect to the disposition of the Financial Instruments, forming part of the CopyTrade strategy.

7. MFM SECURITIES COPYTRADE

- 7.1 The Company offers to the Client the choice to join any of the CopyTrade strategies available through the MFM Securities copytrade. Such CopyTrade strategies, relevant information, applicable costs and fees, Profit Share and the history and performance of each such CopyTrade strategy are provided on the Website.
- 7.2 The Client hereby acknowledges and understands that each CopyTrade Strategy bears its own fees and charges, Asset Valuation and procedures.
- 7.3 Such information is available on the Website. By entering into this Agreement and choosing the particular Strategy, the Client is consenting to be bound by the applicable fees, Profit Share and charges, Asset Valuation and procedures of the particular Strategy.
- 7.4 The Client may apply to join a specific CopyTrade Strategy offered by the Company and a Provider, by making an on-line request on the Website and by complying with the Company's account opening procedures.
- 7.5 List of Stream Securities CopyTrade strategies;
In Subscription Strategy, it is possible to alter the copied volume via the volume scaling options. It is up to the Follower how to manage the risks related to it. There are four scaling types:
- 7.5.1. **AUTOSCALE:** Volume of copies are scaled proportionally to the ratio of the sizes of Provider's and Follower's trading accounts.
- 7.5.2. **FIXED:** Volume of copies are fixed. When Provider opens a trade of any volume, it is copied to Follower's account with the predefined volume.
- 7.5.3. **MULTIPLY:** Follower copies the volume from the Provider and multiplies it by the predefined risk ratio.
- 7.5.4. **LOT PROPORTION:** Copied volume depends on the Follower account's current balance or equity. This type allows a Follower to adjust the risk of copying from their side, not depending on the Provider Trading account's financial conditions.





7.6 The minimum opening deposit amount in CopyTrade investment is based on the type of account that Follower and Provider open. The type of accounts that the Company offers are **MT4 and MT5 Micro, Standard, and Prime.**

8. THE PROVIDER & FOLLOWER OBLIGATIONS AND REPRESENTATIONS.

8.1 The Company hereby agrees with the Provider to perform the following: The Provider shall form specific trading strategies through trading in the CopyTrade Account.

8.1.1 Carry out trading transactions on CopyTrade accounts on the instruments offered by the Company.

8.1.2 Determine the performance by establish the CopyTrade proposal and strategy.

8.1.3 Withdraw funds from the Follower account at any given time.

8.2 The Provider irrevocably and unconditionally agrees and hereby authorizes the Company to use the Provider strategy in any way it chooses and make it public or communicate it as it deems appropriate, in any way and with any means in its discretion. Any trading strategy presented by the Provider, shall be for the exclusive proprietary use of the Company as the Company may deem fit.

8.3 The Provider irrevocably and unconditionally agrees and hereby authorizes the Company to:

8.3.1. provide Clients with access to the CopyTrade Account and the option to follow the strategy. Upon joining the Provider strategy, the Company shall take all such necessary actions so that the strategy is followed and copied by the Follower Account; and

8.3.2. provide any Foreign Investor, directly or indirectly, access to the CopyTrade Account and the option to follow the strategy, subject to the Provider being compensated for the positive returns generated by any such Follower.

8.4 It is understood that the Follower remain the Company's client at all times.

8.5 It is mutually agreed that the Company has the right to engage other Providers for the provision of the same or other Services.

8.6 The Provider shall exercise proper skill and care, professional and technical expertise, diligence, morality and impartiality in offering the Services which are necessary, taking into account the complexity of the foreign exchange markets.



8.7 The Provider shall ensure that while providing the Services, the Provider is well informed and updated regarding foreign exchange markets and the relevant terms of business of the Company and shall abide by the same.

8.8 The Provider shall be liable for any losses incurred in the CopyTrade account.

8.9 A Provider can open maximum up to **three (3)** CopyTrade offers. It is noted that the Company may limit the number of CopyTrade offers that a Provider can have at any time and with prior notification to the CopyTrade Provider. A Provider can plan their CopyTrade strategies.

8.10 The Follower has the ability to;

8.10.1 Close copied trades in the Follower account. No other trade modifications are permitted including but not limited to opening trades on the account.

8.10.2 Understood that the ratio between profits and losses of the Provider shall not be the same as the ratio between profits and losses of the Follower.

8.10.3 The maximum subscription for Follower is three (3) to become a subscriber.

8.10.4 The Follower can set their subscription setting before becoming a subscriber to a Provider.

8.10.5 Able to copy any subsequent trades opened by the Provider.

8.10.6 Understood that any open trades which were opened prior to the Follower choosing to follow a Provider, those trades will not be opened on the Follower Account.

8.10.7 The Follower will receive a Margin Call in case the minimum margin requirement to cover any open copied trades is insufficient.

8.10.8 The Follower shall be responsible for monitoring his Follower Account and ensure that the minimum margin requirement is met. It is noted that in case of insufficient margin in the Follower Account, the Follower will be stopped out.

8.10.9 The Follower acknowledges and understands that he shall have no right to claim for any losses arising out of his failure to maintain the margin requirement for example the Follower being stopped out due to failure to maintain the margin requirement whereas the Provider was at a profitable position at the time of closing his positions.

8.10.10 Withdraw funds from the Follower account at any given time.

8.10.11 The Follower acknowledges, understands and confirms the following risks associated with the execution of orders on his Follower Account:

8.10.12 The Company cannot guarantee that an order opened on the Follower's Account will be executed at the same price as an order on the CopyTrade Provider's Account.

8.10.13 An order placed by the Provider will normally be executed at the same time on the Follower's Account. Nevertheless, it is understood that if, by the time the order is executed on the Follower's Account, the price of an order has moved considerably far from the price in which the Provider has opened the order due to high volatility in the market, the Company reserves the right to not open the relevant order on the Follower's Account;





- 8.10.14 An order placed by the Provider will normally be executed at the same time on the Follower's Account. Nevertheless, it is understood that if, by the time the order is about to be executed on the Follower's Account the order has been already closed by the Provider then the order will not be executed on the Follower's account;
- 8.10.15 If the price of an order has moved considerably far from the price in which the Provider has chosen to close the trade, the Company reserves the right to close the trade on the available market price at the time of closure.
- 8.10.16 The Company reserves the right to reject an order to be opened on the Follower's Account if the volume restriction on a given financial instrument is not met. The volume restrictions of each financial instruments are available through the Company's website;
- 8.10.17 The costs associated with the financial instruments offered by the Company which are faced by the Follower might differ from the costs faced by the Provider, depending on the type of the trading account that each one has opened for example when the Provider has opened a trading account associated with lower costs compared to the trading account opened by the Follower, due to the type of the trading account opened by each one of them, this might have a different outcome on a particular trade or the overall strategy of each one.
- 8.10.18 Taking into consideration the risks associated with the execution of orders, the Follower shall be responsible for assessing the strategy of the Provider and take the necessary actions for his copied trades. The Company shall not be liable for any losses resulting from the execution of orders and the Follower's failure to assess his copied strategy.
- 8.10.19 A Follower has the option to unfollow a Provider. This is possible only when there are no open positions on the Follower Account. In case the Follower selects the option to unfollow a Provider, the Follower needs to close all open positions manually, provided that the markets are open.

9. PROFIT SHARING

- 9.1 The Follower shall pay the Provider as remuneration for the services provided hereunder the Profit sharing applicable for each CopyTrade Subscription strategy the Follower choose.
- 9.2 The Profit Sharing for each specific Copytrade Subscription strategy shall be available on the Website.
- 9.3 The Follower hereby agrees that any Profit Sharing payable to the Provider may be paid by deduction from the CopyTrade account, in the event of partial or full withdrawal, without any additional consent of the Follower.





9.4 The terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and/or to impose on any dormant and/or inactive account a handling fee of 5 USD or equivalent per month and/or close the trading account upon and/or after the period of three (3) consecutive months of inactivity in the following cases:

- 9.4.1 Where a client has not transacted with FXTM for a period of three (3) consecutive months and MFM Securities shall deem the trading account to be dormant and/or inactivate.
- 9.4.2 Where a client's dormant and/or inactivate account(s) has a positive cash balance, MFM Securities reserves the right at its absolute discretion to apply and/or impose a handling fee of 5 USD.
- 9.4.3 Where a client makes a genuine attempt to resolve their account balances, MFM Securities reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion.

9.5 Where a client's dormant account and/or inactivate account(s) has a zero cash balance the handling fee of 5 USD or equivalent per month shall not be imposed by MFM Securities, however, MFM Securities reserves the right to close the account(s) upon and/or after the period of three (3) consecutive months of inactivity.

10. DEPOSIT AND WITHDRAWAL

10.1 The Parties can complete deposits and withdrawal via Stream Securities vault.

10.2 The value of the deposited funds cannot be less than the minimum deposit requirements of each CopyTrade account.

10.3 All amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of Investment Services, shall be held in the name of the Client and/or in the name of the Company on behalf of the Client in an account institution. The Company will not be liable for any failure or insolvency of any bank or third party; however, applicable investor compensation or deposit protection schemes may protect a proportion of Client Funds with any bank or third party.

10.4 Any crediting of Client Deposits to the MFM Securities Client Account shall be made by the Client net of any bank fees, commissions or other charges or costs. The Client agrees to waive any right to receive interest on any positive balance of the Client Deposits standing to the credit of the MFM Securities Client Account, provided that no bank fee, commission, expense or cost shall be charged to the MFM Securities Client Account or otherwise deducted from such balance and that any transfer of funds to the Client made or allowed to be made by MFM Securities pursuant to a permitted withdrawal under this Agreement shall be net of any bank fee, commission, expense, cost or other charge.



11. COMMUNICATION

11.1. The Provider are the Clients of the Company. In order to communicate with the Client, the Company may use:

- a. Trading Platform internal mail;
- b. e-mail;
- c. telephone;
- d. post;
- e. notifications and announcements in the Company News subsection of the "ABOUT US" section of the Company Website. The Company will use the Clients details indicated when opening the account or those details which have been altered by the Client in their wallet. The Client agrees to accept notifications from the Company at any time.

11.2. Any communications sent to the Client (documents, notices, confirmations, statements, etc.) are deemed received:

- a. if sent by e-mail, within one hour after e-mailing it;
- b. if sent by Trading Platform internal mail, immediately after sending it;
- c. if by telephone, then once the telephone conversation has been finished;
- d. if sent by post, 7 (seven) calendar days after posting it; and
- e. if posted on the Company News page of the "ABOUT US" section of the company website, within one hour after it has been posted.

11.3. The Client shall notify the Company immediately of any change in the Client's contact details.

11.4. Any telephone conversation between the Client and the Company may be recorded. Any recordings shall be and will remain the sole property of the Company and will be accepted by the Client as conclusive evidence of the Instructions or conversations so recorded.

12. PROCEDURE FOR DISPUTE RESOLUTION COMPLAINT PROCEDURE

12.1 If any conflict situation arises in which the Provider reasonably believes that the Company, as a result of any action or failure to act, breaches one or more terms of these Regulations, the Provider has the right to lodge a complaint with the Company. Complaints are accepted within 3 (three) business days after the grievance has arisen.

12.2. A complaint shall be lodged within the corresponding section of MFM SECURITIES. Complaints are automatically assigned with a unique number (TID), the confirmation of which is sent to the Client.

All complaints lodged by any other means (on a forum, by email, telephone, fax, etc.) will not be considered.





12.3. The complaint must not include:

- a. affective appraisal of the conflict situation;
- b. offensive language;
- c. obscenities;
- d. threats.

12.4. The Company has the right to refuse a complaint if any of clauses 12.1, 12.2 or 12.3 have been breached.

12.5. Complaints made in regard to the failure to execute or improper execution of any kind of obligations regarding trading operations on a CopyTrade Account are to be made only to the Provider.

12.6. Where complaints are submitted by the Provider regarding trading operations, the execution of requests on the COPYTRADE Account will be blocked until a decision regarding the Dispute has been made. If Followers already have active requests to withdraw/deposit funds, it is recommended that the Provider submit their complaint in the shortest time possible in order to avoid breaching settlements on the CopyTrade Account.

12.7. In accordance with these Regulations, the Company retains the right to independently initiate a review and resolution of a Dispute.

Indemnification

12.8. The Company may resolve all Disputes:

- a. by crediting/debiting the Client's trading account: this correcting entry will have the commentary "Indemnification";
- b. by reopening erroneously closed positions;
- c. by deleting erroneously opened positions or placed orders.

The Company has the right to choose the method of Dispute resolution at its sole discretion.

Disputes not mentioned in these Regulations are resolved at the sole discretion of the Company in accordance with common market practice and the Company's interpretation of fair resolution of the Dispute.

12.9. The Company shall not be liable to the Client if for any reason the Client has received less profit than was hoped for or has incurred a loss as a result of an uncompleted action which the Client had intended to complete.

12.10. The Company shall not be liable to the Client in respect of any indirect, consequential or non-financial damage (emotional distress etc.).





- 12.11. The Compliance Department shall consider any Client complaint or Dispute and will deliver a judgment on it within the shortest amount of time possible. The Dispute must be reviewed within 5 (five) business days of having been received. In certain cases, this deadline may be extended.
- 12.12. The Company retains the right to resolve Disputes immediately after a decision being made, but no later than 1 (one) business day from the moment a decision regarding the Dispute has been made.
- 12.13. In accordance with these Regulations, the Company retains the right to independently initiate a review and resolution of a Dispute. In this case, the maximum possible time period in which a decision regarding the Dispute is to be made and steps towards its resolution being taken shall be three (3) days. In certain cases, this deadline may be extended.
- 12.14. The Client accepts that in the event that they fall into arrears on their account, the Company reserves the right to unilaterally pay off this debt by withdrawing funds from the Client's Investment Accounts.

13. RISK

- 13.1. The Company does not guarantee profit. Positive trading results in the past do not guarantee future positive trading results.
- 13.2. The Provider accept responsibility for possible financial losses such as direct losses or profit lost resulting from the following risks:
- a. the risk that the Provider does not possess the necessary qualification or knowledge required to manage Followers' funds;
 - b. the risk that the Provider may not observe Followers' interests or may carry out fraudulent operations in relation to Followers' funds;
 - c. the risk that the Provider may lose control over the CopyTrade Account;
 - d. the risk that third parties may gain access to management of the CopyTrade Account;
 - e. the risk that the Provider, Follower or Follower may misunderstand or misinterpret these Regulations;
 - f. the risk that complaints concerning trading operations on the Follower's Investment Account may be submitted late by the Provider to the Company;





- g. the risk of unforeseen delays in transfers between accounts or late execution of deposit/withdrawal requests or the closing/liquidation of a CopyTrade Account;
 - h. the risk of a CopyTrade Account's liquidation.
- 13.3. The CopyTrade Account Provider bear financial responsibility for any negative equity incurred on a CopyTrade account in direct proportion to their share in the CopyTrade Account.
- 13.4. Under no circumstances does the Company bear responsibility for the consequences of such risks listed above.

14. MISCELLANEOUS

- 14.1. The Client acknowledges that the Company has the right to introduce amendments to the provisions of these Regulations at any time, having given the Client written notification about he planned changes 3 (three) calendar days in advance. Such amendments shall come into force and are binding for the Client on the date specified in the notification.
- 14.2. Should one or more provisions of these Regulations become invalid, null and void for any reason, it shall not affect the validity of any other provision hereof which will continue to be binding.

15. AMENDMENT AND TERMINATION

- 15.1. The Company has the right to unilaterally amend the Terms and Conditions of this Program from time to time, without any of the Parties' consent.
- 15.2. The Service is available to the Parties at the Company's discretion. The Company has the right to terminate and/or remove this Service by giving written notice to the Parties.
- 15.3. This Agreement may be terminated in any of the following cases:
- (a) Any of the Parties communicated to the Company his desire to stop receiving the Service either by utilizing the unfollow option or by contacting the MFM Securities Department of the Company.





- (b) Any of the Parties no longer meet the criteria to receive the Service. The Company shall not notify the affected Party in advance.
- 15.3. In the event that any prohibited trading activities are undertaken by any of the Parties within any of their trading accounts or/and any other account related to it.
- 15.4. If the Company suspects or has reason to believe that the Parties have submitted fraudulent details and/or false identification information during registration for the Service and/or during the Account Opening Process for opening a Live Account with the Company;
- 15.5. If the Company suspects or has reason to believe that the Parties have abused and/or manipulated in any way any of the Terms and Conditions of this Service and/or any other Operative Agreement of the Company and/or have not acted in good faith;
- 15.6. If the Company suspects or has reason to believe that the Parties have abused and/or manipulated any of the Terms and Conditions of this Service by hedging his positions internally (using other trading accounts held with Company) or externally (using other trading accounts held with other brokers) and/or has not acted in good faith;
- 15.7. If it is not feasible to comply with the terms of this Agreement due to rules and regulations enacted by the regulatory authority having jurisdiction over the Company and/or any other legislative requirement having jurisdiction over the business being conducted by this Agreement

