



## CopyTrade Terms and Conditions

This is a legal agreement between you and AximTrade bound by the following terms and conditions in choosing to use CopyTrade products and services as part of the CopyTrade system and Money Managers. In case of any discrepancies in the translation to other languages – English version of Terms and Conditions should prevail.

### 1. Terms

The terms used in this agreement are interpreted as indicated herein below. If for instance the terms are not described in this agreement, their interpretations will be according to the general Terms and Conditions of AximTrade.

1.1 Company – Refers to AximTrade (AximTrade LLC) incorporated under registered number 328 LLC 2020 by the Registrar of Limited Liabilities Companies. It is located at the first floor of the First Saint Vincent Bank Ltd. Building in James Street, Kingstown, St. Vincent and the Grenadines.

1.2 Client – An individual or a company that has successfully opened a trading account and has duly secured a corresponding Customer Agreement with AximTrade.

1.3 CopyTrade – A service that allows clients to copy trades from Money Managers which can be activated by clicking the "Connect" button of a particular Money Manager. Deactivation of services may be achieved by clicking the "Disconnect" button of a particular Money Manager.

1.4 Money Manager – A company's client that has registered a trading account that operates to transmit trades to its connected followers. All operations (trades) will be processed and executed on the followers' accounts that will either generate profit or incur losses.

1.5 Follower – A company's client who copies the Money Manager's orders and agrees to pay a percentage of the profits back to the Money Manager as indicated and dependent on stated offer conditions.

1.6 Offer – An electronic public offering of a Money Manager to which a Follower can subscribe to and copy trades from. The offer cannot be considered as a formal agreement between a Money Manager and a Follower as it only describes conditions of their cooperation or size of remuneration that is within the CopyTrade system.

### 2. Risk Disclosure

2.1 The Follower and Money Manager agree to the fact that participating in CopyTrade services is associated with risks and they mutually accept the possibility of losses as a result of the Money Manager's activity on a selected offer. The company does not provide investment advice, nor provide any personalized investment recommendations and/or advise clients on the merits of any investment. The Money Manager performs trading operations on his own behalf, on his own account and at his own risk.

2.2 The Follower accepts risks to the fact that execution prices of orders on his/her account may differ from the execution prices on the account of the Money Manager due to market executions. The company will not compensate a possible difference in either profit or loss and acquired commissions for such transactions.

2.3 The Follower accepts risks associated with the knowledge that the Money Manager may not possess a license confirming his qualifications.

2.4 The Follower accepts possible risks of either losses or lost profits that may occur due to the rounding of values of trading results during the copying of transactions done by a Money Manager.

2.5 The Follower accepts possible risks of either losses or lost profits that may occur due to the incorrect selection of a Money Manager.

2.6 The Follower accepts possible risks due to the fact that a Money Manager may not have enough experience and knowledge that may affect the results of trading on a Follower's account and will impact the Money Manager's commissions.

2.7 The Money Manager accepts the risks of possibly not receiving the total Performance fee due to the fact that the Follower may not have sufficient funds during the execution of orders. The company will not be responsible for the compensation of the difference in commission in such cases.

2.8 The volatility or illiquidity in the Forex markets may hinder orders from being executed at advantageous prices or processed at all. The company shall not be liable to any person for losses, damages, costs or expenses (including but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) that may occur due to trades not being executed because of market conditions. The Money Manager accepts risks of not receiving commission because the Follower may not have sufficient funds upon executing an order. The company will not be liable and bears no responsibility in the compensation of non-executed orders for such cases.

### 3. Responsibilities of Parties

#### 3.1 Responsibilities of the Follower

3.1.1 The participation of a Follower in CopyTrade implies the absolute acceptance of this agreement. The Follower confirms the fact that he/she has carefully studied this agreement, and the conditions of the chosen Money Manager's offer.

3.1.2 The Follower accepts the fact that the Money Manager's history of profitability over the past periods does not guarantee the same results in the future.

3.1.3 The Follower accepts the minimum deposit specified in the Money Manager's offer is just the minimum threshold required to connect to a Money Manager's offer.

3.1.4 The Follower agrees that Money Managers can use any trading strategy they see fit. The Money Managers perform trading executions using their own funds and they are not considered a trustee of a Follower's funds; hence, they shall not provide any consultation.

3.1.5 The Follower assumes the responsibility of having ample funds on his/her account to execute orders and sustain positions.

3.1.6 The Follower agrees to pay the Money Managers a commission (Performance Fee), in terms of a profit percentage indicated in the Money Manager's offer. The rest of the earned profit will remain in the Follower's account.

3.1.7 The Follower cannot interfere with the trading process and management of trades which are opened by the Money Manager. The Follower may only opt to disconnect from the Money Manager which will result in the closure of trades and permanent detachment from each other.

3.1.8 The Follower agrees that some trades may not be copied due to the discrepancies of the leverage between Money Manager and Follower accounts. Follower agrees, that it may lead to the different trading results for the Money Manager and the Follower.

#### 3.2 Responsibilities of the Money Manager

3.2.1 The participation of a Money Manager in CopyTrade implies the absolute acceptance of this agreement. The Money Manager confirms the fact that he/she has carefully studied this agreement.

3.2.2 The Money Manager confirms the fact that he possesses trading experience and practical skills that allow him to perform trading operations and provide recommendations.

3.2.3 The Money Manager accepts that misreading or ignorance of this agreement and/or offer conditions does not release him/her from the responsibilities of the financial results of his/her trading activities and/or risks.

3.2.4 The Money Manager accepts the risks that the execution prices of orders on a Follower's account may differ from the execution prices on his/her account. The company will not be liable for the compensation of a possible difference in a Money Manager's commission in such cases.

3.2.5 The Money Manager, upon joining CopyTrade, agrees to publish the content that complies with the following regulations: It is strictly forbidden to mention names, Logos, or any information related to communities, websites, shops, and companies. Inability to meet this requirement will result in an unapproved account by the Risk Team.

3.2.6 A Money Manager application is always subject for the approval of the company's Risk Team and applicants should meet the following criteria:

- Account should have at least 14 days of trading performance
  - The account balance should be over \$100
  - The Money Manager's Member Area should be verified
- In the event that any of the listed requirements are not met or solely at the Company's own discretion, the Money Manager's application may not be approved.

#### 3.3 Responsibilities of the Company

3.3.1 The company shall provide participants of CopyTrade with the complete package of services.

3.3.2 The company will not be liable to participants of CopyTrade in relation to losses and/or lost profit that have occurred directly or indirectly as a result of trading operations performed or not performed by the Follower or Money Manager.

3.3.3 The company will not be liable to participants of CopyTrade in relation to losses and/or lost profit that have occurred directly or indirectly as a result of their ignorance of system technical limitations.

3.3.4 The company does not deeply evaluate a Money Manager's professional skills and suitability in any stage of their activity and bears no responsibility to Followers for any incurred losses and/or lost profit.

3.3.5 The company may disconnect any Money Manager from the CopyTrade service anytime at its own discretion without providing any explanations to the Money Manager.

3.3.6 The company is not liable for:

- a. Intentional or unintentional non-observance of Followers' interests by Money Manager. In this case, the Follower accepts all risks.
- b. Fraud with the Followers' funds on behalf of the Money Manager. In this case, the Follower accepts all risks.
- c. Money Managers' loss of access to their trading accounts, as well as third parties gaining access to these accounts. In this case, the Money Manager accepts all risks.
- d. Followers' loss of access to their trading accounts, as well as third parties gaining access to these accounts. In this case, the Follower accepts all risks.
- e. Unforeseen delays upon withdrawal/deposit of funds or during transfer between accounts given that the delays occur without the company at fault.
- f. Technical malfunction, if it occurs without the company at fault, but of the company's partners or other parties who are not the company's employees.
- g. Money Managers' or Followers' losses, if they occur during the maintenance operations of the company's servers.

#### **4. Application of the CopyTrade Agreement of AximTrade**

4.1 This CopyTrade Agreement comes into effect for both the Company and its clients on the date of opening a Money manager or Follower account. The termination date of this Agreement will be the same as the termination date of the Client Agreement.

4.2 In cases that any conflict between articles of this Agreement, the Client Agreement, and/or any other regulatory document of the Company arise, the articles of this document will prevail over the articles of other regulatory documents.

4.3 CopyTrade is the Company's self-design project. The terms and the methods of calculation may differ from the terms of other similar services in the field.

4.4 The Company has the right to make amendments to the articles of this Agreement at any time they see fit. The changes will come into effect and become obligatory for a Client on the date specified on the received informational message..

#### **5. Investment Process**

##### **5.1 Follower**

5.1.1 Follower should deposit in any of his/her trading accounts first before making an internal transfer to join a Money Manager.

5.1.2 Follower may opt to join an unlimited number of Money Managers and he/she may connect to the Standard, Cent or ECN accounts of a Money Manager without limitations.

5.1.3 Follower, upon subscription to a Money Manager, must specify the amount of funds to be deducted from the other trading or partner account that will be invested in the selected Money Manager. The funds will be returned accordingly to any selected trading account when a Follower opts to stop copying the Money Manager.

5.1.4 The initial minimum investment amount to any Money Manager is USD10. Subsequent or following investments may be less than the minimum required.

5.1.5 Follower may invest more funds to the Money Manager account by doing an internal transfer or deposit operation into the active Follower account.

5.1.6 The leverage on the Follower account follows the Equity ranges described in the table below. Due to the potential differences in Leverage between Money Manager and Follower some trades may not be copied. Follower should consider it during investment decisions and in order to avoid such issues - follower shouldn't invest significantly more into the Follower account than the current Money Manager Balance.

Equity from	Equity to	Leverage
1	500	3000
501	2000	2000
2001	6000	1000
6001	20000	500
20001	100000	200
100001	Above	100

5.1.7 There are no swap charges on the Follower account.

5.1.8 The minimum available lot size for a Follower is 0.00001 lot.

5.1.9 The Follower trades are executed in proportion between the balances of the Money manager and Follower at the moment of opening a trade regardless of the leverage.  $\text{Volume (copied trade)} = \text{Balance (Follower)} / \text{Balance (Money Manager)} \times \text{Volume (Money Manager)}$ .

5.1.10 Example of lot calculations: The Money Manager Account Balance is \$4,000 while the Follower Account Balance is \$20. In a situation where the Money Manager opens 0.02 lots trade, on The Follower account the open lot will be:  $20/4000 \times 0.02 = 0.0001$  lot.

5.1.11 Pending orders such as: Buy Stop, Sell stop will not be visible in the section of open orders or history unless they are triggered on the Money Manager account hence, it will be opened on the Follower account.

5.1.12 Once the client is connected to the Money Manager – he/she becomes the Follower and all the trades from that moment will be copied to the Follower account regardless of whether the owner of the account is signed in to the Member Area or not.

5.1.13 The signal for opening an order in the Follower account triggers when the Money Manager places an order, and it is executed at market price. The same mechanism triggers the order closing, therefore, the execution prices of these orders may differ.

5.1.14 In cases where a Follower disconnects from a Money Manager, all trades are automatically closed. If the Follower disconnects on a weekend, trades are closed by the last available prices before the market closed.

5.1.15 Follower can withdraw from his/her account the amount computed with:  $\text{Equity} - \text{Outstanding Performance fee} - \text{Margin} \times 3$ .

5.1.16 A Follower is not allowed to withdraw funds from the account or process an internal transfer if a new Balance after the operation becomes less than USD10.

5.1.17 In cases that the Follower's Equity on his/her account drops below USD5, the Follower will automatically be disconnected from the Money Manager.

5.1.18 The performance fee is charged each day after the rollover at 00:30 and will only be paid on the new profits of closed trades that are based on the principle of High Watermark. This principle means that the performance fee will not be charged until the account makes new profits after the last performance fee has been paid or from the inception of the investment. Performance fee will be charged only if the result of open trades plus closed trades result is positive or there are no open trades on the account. In case when the result of open trades plus closed trades result is negative, the Performance fee won't be charged for this day, and will be charged the next day for the same profit since the previous HWM, if the condition of the open trades is met.

5.1.19 The Agent (direct IB of the Follower) receives a part of the Performance Fee which the Money Manager acquires from the Follower at the exact time the Money Manager receives his/her Performance Fee.

## 5.2 Money Manager

5.2.1 The Money Manager account follows the MT4 account settings.

5.2.2 The Money Manager shares part of his/her Performance Fee which is indicated in the offer with the Agent (Direct IB of the Follower). Every time the Money manager receives a Performance Fee, a part of it is automatically transferred to the Agent, if there is any above the Follower.

5.2.3 In cases that the Money Manager is liquidated, all attached Followers will be disconnected and all respective trades will automatically be closed.

5.2.4 The Client may apply his/her Standard, Cent or ECN accounts to become a Money Manager.

5.2.5 There are no limitations on the number of Money Manager accounts and Follower accounts.

5.2.6 As per the usual process, the Company may confirm a Money Manager application within 48 hours from the time of submission.

## 6. Company Rights

The Company reserves the right to do the following:

6.1 The Company may restrict the number of Money Manager accounts Clients may create at any time without prior notification and reserves the right to sole discretion.

6.2 The Company may unsubscribe the Follower from the Money Manager at any time without prior notification.

6.3 The Company may reduce the commission set by the Money Manager and limit his/her maximum value for all of his/her Accounts without prior notification or need to declare an explanation.

6.4 The Company reserves the right to amend these Terms and Conditions at any time without prior notice to the Follower or Money Manager. Amendments will take effect at the moment they are published on the Service site in these Terms and Conditions.

6.5 The Company may reserve the right to monitor the Money Manager's activity on the platform and exclude him/her from the rating if any abusive trading approaches are used on the account.

6.6 The Company reserves the right to amend or delete the Money Manager's nickname and/or user picture without prior notice if the Company suspects that the Money Manager deliberately copies or initiates other Money Managers' nickname and/or picture. Such acts may lead to dishonest representation of the Money Manager in question.

6.7 The Company reserves the right to deny a Money Manager application if:

- a. The trading results do not look attractive to Followers
- b. The risk on the account is very high
- c. The trading history is very short
- d. Other reasons deemed to fit by the Company

## 7. Intellectual Property

All of the Company's intellectual property assets including but not limited to all copyrights, trademarks, patents, service marks, trade names, software codes, icons, logos, characters, layouts, trade secrets, buttons, color scheme, graphics and exclusive IP are all protected by local and international intellectual property laws and treaties including all copyright laws and regulations. You may not use these images in any way other than the manner in which the Company provides them. You are not permitted to use any of our images and/or content for any other purpose without obtaining our prior written consent. Nothing contained on our websites shall be construed as granting, by implication otherwise, of any license or right to use any trademark without either our written permission or the permission of the proprietor of such trademarks. Except as expressly stated herein, you may not without our prior written permission, alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos, from this or any of our websites.