

CopyTrade System Use Agreement.

The present Tripartite Agreement (hereinafter referred to as the "Agreement") is made by and between ForexMart (hereinafter referred to as the "Company"), a ForexMart client who intends to copy online trades of any client of the Company for the purpose of making a profit and clearly understands all financial risks (hereinafter referred to as the "Follower"), and a client - a participant in the CopyTrade system - who intends to allow the Follower to copy his/her trades (hereinafter referred to as the "Trader").

1. Definitions

"Company" shall mean ForexMart Group that provides a trading platform and a system of payments and settlements between the Follower and the Trader (hereinafter referred to as the CopyTrade System).

"Trader" shall mean a client of the Company registered with the CopyTrade system as a Trader for the purpose or with the intention of providing his/her trades for copying as well as managing his/her account on his/her own behalf and on behalf of the Followers who use the system for copying his/her trades.

"Follower" shall mean a client of the Company registered with the CopyTrade system as the Follower for the purpose or with intention of copying trades of the Trader who participates in the CopyTrade system.

"Monitoring" shall mean a particular page on the Company's website that contains information about Traders. This page is publicly available on the Company's website in the CopyTrade section of the Client Area and the Follower Area.

2. General Provisions

1. Description of the CopyTrade system

The CopyTrade system is a software product developed and owned by the Company and designed to technically implement and automate all copying processes between trading accounts registered with the Company. The CopyTrade system shall provide the following automated processes:

1. Registration of the Follower with the CopyTrade system;
2. Registration of the Trader with the CopyTrade system;
3. Subscription of the Follower to the Trader's account for the purpose of copying the Trader's orders to the Follower's account.
4. Calculation of a commission paid by the Follower to the Trader for copied and executed profitable trades;
5. Calculation of a commission per subscription day paid by the Follower to the Trader;

6. Commission credited to the Trader's account;
7. Changes made by the Trader to the parameters for copying his/her trades;
8. Changes made by the Follower to the subscription parameters for copying trades;
9. Real-time information about the Trader's account displayed in the Follower Area.

2. The CopyTrade system is available in the Client Area to any client of the Company registered with the CopyTrade system as a Follower or Trader. Article 6 of the Agreement provides technical regulations of the CopyTrade system.

3. The CopyTrade system carries risks related both to the trades made by the Trader and the ones copied by the Follower. In addition, there may be technical disruption due to drawbacks of the trading platform or the CopyTrade system.

3. Rights and Obligations of the Company.

The present Agreement defines the rights and obligations of the Company in addition to the rights and obligations specified in the Public Offer Agreement accepted when a client opens a trading account. Provided that the Company's servers function properly, the Company shall fulfil all the obligations specified in this Agreement.

1. Copying trades

The Company shall approve the Follower's request for copying trades from the Trader's account to the Follower's account within 30 minutes after the Trader accepts the request.

The Company shall copy trades from the Trader's account to the Follower's account in real time with a maximum delay of 2 minutes.

Orders that remain open for less than 2 minutes may not be copied from the Trader's account to the Follower's account.

If the Trader adjusts the Stop Loss or Take Profit levels of an open position within the CopyTrade system, the above changes can be applied to the Follower's copied trades with a delay of about 1-2 minutes. The client shall agree with the possible consequences of this delay.

Options purchased less than 2 minutes before their activation may not be copied from the Trader's account to the Follower's account.

2. Profits and losses

After the Trader receives a request for copying trades, the Company shall record profits and losses of trades opened by the Trader as well as trades copied to the Follower's

account on a regular basis. These records shall be provided once an hour and be available in the Client Area and the Trader Area.

3. Unsubscribing from the CopyTrade system

If the Follower or Trader makes a request to unsubscribe, the Company shall process it within 30 minutes. The profits to be paid to the Follower may differ from the profits displayed in the Follower Area when the subscription is canceled, including cases when the Trader suffered losses, with his/her trades closed by a stop-out order at the time the information was being updated.

4. Protection of Follower's funds from Trader's withdrawals

The Company shall guarantee that the Trader is unable to withdraw funds from the Follower's account during the subscription period. In addition, the Trader is unable to withdraw funds required to keep positions open.

5. Provision of contact details

The Company shall ensure that the Trader's contact information (email and phone number) and his/her account statistics are publicly available on the monitoring page. The information provided can be used to contact the Trader.

The Company shall ensure that the Follower's contact details (email and phone number) are available to the Trader whose trades are subject to copying. The information shall become available to the Trader after a Follower's request to copy trades is accepted by the Trader.

6. The Trader recognizes the Company's right to cancel, in part or in whole, any profits obtained by the Trader in the CopyTrade system if the Company discovers that the Trader has compromised the Company's public image by any means of communication, including emails, internal messages sent to the Follower, through a description of a CopyTrade project on the monitoring page and social networks, etc.

7. The Company has the right to change any information about the Trader without prior notice if the Company discovers that the Trader has deliberately provided information that is in part or in whole repeats or resembles the information provided by other Traders which may be misleading for the Follower. In some cases, the Trader's activity in the CopyTrade system may be terminated.

8. The Company guarantees crediting commissions to the Trader if his/her trades are re-copied by other Traders. Thus, if the Trader №2 copies the trades of the Trader №1 and sells them to the Follower №3, then the Trader №2 shall pay 10% of the commission paid to him/her by the Follower to the Trader №1. That is, the commission is paid in accordance with Paragraph 6.9 of the current Agreement.

9. The Company guarantees that the subscription parameters chosen by the Follower will be met. Trades are copied from the Trader's account to the Follower's account on

terms determined by the Trader in the settings that are selected by the Follower. The copying terms shall remain the same for a certain subscription period when the Follower subscribes to the Trader. In case the Trader changes the terms of copying, these conditions shall be applied to new subscriptions only.

4. Rights and Obligations of the Follower

The current Agreement determines the rights and obligations of the Follower in addition to the rights and obligations established by the Public Offer Agreement that was accepted by the Client during the registration process. The Follower shall exercise the rights to an extent enabled by software and hardware facilities of the Company. In the event of technical issues and/or software failures, the Company cannot ensure that the Follower's rights will be observed in full.

1. Risk acknowledgment

The Follower hereby acknowledges and considers all the risks stated in Article 7 of the current Agreement. The Follower understands that the information about possible risks contained in the current risk disclosure may not be full and assumes any risks reasonably caused by the Company or a third party.

2. CopyTrade technical regulation acknowledgment

The Follower acknowledges and accepts technical regulations of the CopyTrade system described in Article 6 hereof and any risks related to them.

3. Acknowledgment of the Company's status hereunder

The Follower acknowledges that under the present Agreement the Company shall provide the technical implementation of the CopyTrade system and shall not be liable for the trading results on the Trader's account.

4. Contact with the Trader on account management

The Follower shall contact the Trader directly on any issue related to the management of the Trader's account by using contact information provided in accordance with Paragraph 3.5 of the current Agreement if any of the copying terms are not indicated clearly by the Trader in the CopyTrade system.

5. Copying trades from the Trader's account

The Follower may request to copy trades from a preferred Trader's account in the Follower Area. The request to copy trades does not guarantee that it will be accepted by the Trader. The process of copying trades shall start within 30 minutes after the request has been accepted by the Trader. The Follower can copy trades from an unlimited number of accounts.

6. Access to the Trader's account statistics

The Follower shall have full access to the Trader's account statistics, including the data on balance, equity, and profits available in real time that is updated once an hour in normal market conditions. Based on this information, the Follower may decide to cancel the subscription to the Trader. However, the Follower shall be aware of possible delays in information updates that shall not exceed 1 hour in normal market conditions.

7. Closing trades on the Follower's account

Trades on the Follower's account shall be closed in real time following their closing on the Trader's account or automatically in accordance with Paragraph 6.13 hereof.

Besides, the trading platform enables the Follower to close copied trades at his/her discretion.

8. Cancellation of subscription

Subscription to copying trades shall be cancelled if:

1. The Trader or the Follower requested to cancel the subscription;
2. The funds available on the Follower's account are not sufficient;
3. The funds available on the Follower's account are not sufficient to pay the commission to the Trader.

5. Rights and obligations of the Trader

The current Agreement determines the rights and obligations of the Trader in addition to the rights and obligations established by the Public Offer Agreement that was accepted by the Client during the registration process. The Trader shall enjoy the rights to an extent enabled by software and hardware facilities of the Company. In the event of technical issues and/or software failures, the Company cannot ensure that the Trader's rights will be observed in full.

1. Risk acknowledgment

The Follower hereby acknowledges and considers all risks stated in Article 7 of the current Agreement. The Follower understands that the information about possible risks contained in the current risk disclosure may not be full and assumes any risks reasonably caused by the Company or a third party. The Trader acknowledges full responsibility for any losses incurred by him/her or his/her Followers that may result from his/her Forex trading.

2. CopyTrade technical regulation acknowledgment

The Trader acknowledges and accepts technical regulations of the CopyTrade system described in Article 6 hereof and any risks related to them.

3. Acknowledgment of the Company's status hereunder

The Follower acknowledges that under the present Agreement the Company shall provide the technical implementation of the CopyTrade system and shall not be liable for the trading results in the Trader's account. The Company is not a principal or beneficiary of any trades and/or profits of the Trader.

4. Contact with the Follower on account management

The trader shall directly contact the Follower on any issue concerning management of the Trader's account using contact data provided in accordance with Paragraph 3.5. of the current Agreement, if any of copying terms are not clearly stated by the Trader in the CopyTrade system. The Trader shall answer to the request of the Follower within 72 hours during the subscription period and within 30 days after the subscription was canceled.

5. Information about monitoring

Once the Trader is registered in the CopyTrade system, his/her account will be automatically added to the Monitoring list, which is available on the Company's website and in the Client Area.

6. Copying trades from the Trader's account

Once the Trader is registered in the CopyTrade system, he/she may accept requests of Followers to copy trades. The Trader has a right to reject the request at any time. Nevertheless, if the Follower suffers losses as a result of copying trades, the Trader cannot cancel the subscription only by his/her own decision without a prior notice.

7. Cancellation of the subscription in the CopyTrade system

Copying trades in the CopyTrade system shall be cancelled in the following cases:

1. the Trader cancels subscription by clicking "Unsubscribe" in the Trader Area;
2. the Follower cancels subscription by clicking "Unsubscribe" in the Follower Area;
3. the Follower lacks funds in the account to pay a commission to the Trader;
4. the Company cancels subscription after the Follower and the Trader have submitted a cancellation request to the Support Department.

8. In case the Follower suffers losses from copied trades, the Trader cannot unsubscribe the Follower only by his/her own decision without a prior notice.

9. Commission to be paid to the Trader

In case the Follower has received profits from the copied trades within the subscription period, a commission set forth in Article 6 hereof shall be credited to the Trader's account or another account, if specified, in accordance with Paragraph 6.9.

6. Technical Regulations of the CopyTrade system

1. Technical regulations of the CopyTrade system shall describe a number of technical processes and their duration. The Trader and the Follower acknowledge and assume any possible deficiencies of processes described herein due to technical problems and/or software failures.

2. Technical regulations of the CopyTrade system shall be applied to the following processes:

1. Registration of the Follower and the Trader with the CopyTrade system in the Client Area of the Company;

2. Storage of contact information of the Trader and the Follower. Information shall be used for communication of the parties to the present Agreement;

3. The Follower's request to copy trades;

4. The Trader's acceptance or declination of the Follower's request;

5. Record of trades copied by the Follower from the Trader's account;

6. Record of currency pairs in trades to be copied by the Follower;

7. Record of a commission per every profitable trade to be paid by the Follower to the Trader;

8. Record of a commission per 0.01 lot of every profitable trade to be paid by the Follower to the Trader;

9. Record of a profit share to be paid by the Follower to the Trader;

10. Record of a daily commission to be paid by the Follower to the Trader every day excluding weekends and Forex days off;

11. Online copying trades to the Follower's account from the Trader's account;

12. The Follower's request to cancel subscription;

13. The Trader's request to cancel subscription;

14. Termination of trade copying from the Trader's account to the Follower's account;

15. Providing each Follower with access to statistics on the CopyTrade system in the Monitoring list and details in the Trader's account;

16. Automatic closing of trades in the Follower's account.

3. Registration

1. Registration of the Follower

After a customer has accepted the present Agreement in the Client Area of the Company, he/she is registered with the CopyTrade system as the Follower. During the registration process, the Follower shall enter his/her contact information (email, phone number, and web messengers) that shall be available to Traders whose trades the Follower copies. The Follower may change his/her contact data at any time. The Follower Area shall be available to the Follower in the Client Area of the Company after the Follower has completed the registration.

2. Registration of the Trader

After a customer has accepted the present Agreement in the Client Area of the Company, he/she is registered with the CopyTrade system as the Trader. During the registration process, the Trader shall enter his/her contact data (email, phone number, and web messengers) that shall be available to Followers who copy trades from the Trader's account. The Trader may change the contact information at any time.

During the registration process, the Trader shall set an amount of a commission to be credited to the Trader's account from the Follower's account per every closed profitable trade copied by the Follower, and a commission to be credited from the Follower's account per every subscription day except Forex days off. The Trader Area shall be available to the Trader in the Client Area of the Company after the Trader has completed the registration.

3. When selecting a Trader, the Follower shall pay attention to the account type of the Trader. The Follower and the Trader shall have the same account type to perform successful copying of trades. Otherwise, subscription to the selected Trader will be unavailable.

4. Follower's request to copy trades

The Follower shall request to copy trades of the Trader by selecting the Trader in the Monitoring list.

In case the Trader has accepted a request, the system shall start online copying trades within 30 minutes after the acceptance. In case the Trader has declined the request, the system will not start copying trades to the Follower's account.

5. Acceptance of copy trade requests by the Trader

The Trader has access to new copy trade requests in the Trader Area. The Trader has the right to accept/reject any request by choosing a corresponding option in the Trader

Area within 72 hours after receiving a request. The request ignored by the Trader will be automatically canceled within the next 72 hours after the request has been received.

6. Copying trades to the Follower's account

After the Trader has accepted a request to copy his/her trades to the Follower's account, the system starts copying trades in real-time mode within 30 minutes.

7. Cancellation of copying trades to the Follower's account

When the Follower unsubscribes from copying trades, the system halts the process of copying within 30 minutes.

8. Data update on Trader/Follower profits

Data about the profits of Trader and the Follower is updated regularly. This information is featured in the Trader Area/Follower Area.

9. Commissions credited to the Trader's account

Calculation and charging of commissions to the Trader's account are a fully automatic process. If the subscription is cancelled and the Follower earns a profit, a commission per trade, a commission per 0.01 lot, and a share of the profit will be withheld from the Follower's account and credited to the Trader's account. The commission is calculated based on trading results (total profit and total loss), received during the subscription period in the CopyTrade system. A daily commission is withheld from the Follower's account and credited to the Trader's account at the end of each day, except for Forex days off.

10. Trader's account replenishment

The Trader can deposit funds in his/her account by following a standard procedure in the security section on the Company's official website. The deposited funds are credited to the Trader's account after they are received by the Company.

11. Follower's account replenishment

The Follower can deposit funds in his/her account by following a standard procedure in the security section on the Company's official website. The deposited funds are credited to the Follower's account after they are received by the Company.

12. Access to statistics in the CopyTrade system

Statistics in the CopyTrade system include:

1. Monitoring of accounts in the Client Area. The monitoring page can also be featured on the Company's official website and/or websites of the Company's official partners;

2. Data on balance and free margin at the moment of the last update;

3. The current copying of trades from the Trader's account and subscription history;

13. CopyTrade statistics provided by the Company are aimed at the Follower so that he/she could monitor the Trader's activity. At the same time, the Trader and the Follower should be aware of possible delays in statistics updates that do not exceed 1-2 hours under normal market conditions.

14. Automatic closure of trades in the Follower's account.

1. If the Follower does not have enough funds to copy trades, all recently copied trades in the Follower's account will be cancelled at the current price. Trades will not be closed if the Follower activates the option in the Client Area that keeps trades open in case of insufficient funds to open new trades.

2. If the Follower lacks funds to pay a commission to the Trader, all recently copied trades in the Follower's account will be closed at the current price.

15. If the accounts of the Trader and the Follower are registered under the name of the same individual or legal entity or a close relative, orders cannot be copied between such accounts if a commission per lot is set.

16. In case of opposite positions, partially closed trades are not copied to the Follower's account.

7. Risk warning

1. By registering in the CopyTrade system, the Trader and the Follower acknowledge and accept this Risk warning.

2. The Follower clearly understands the risk of loss related to unsuccessful trading in the Trader's account.

3. The Follower acknowledges that data provided in the CopyTrade statistics as specified in Paragraph 6.12 of this Agreement may differ from the actual information. Among other things, the Trader may sustain significant losses at the time when statistics have not yet been updated. Delays in the update of balance, free margin, and other information should not exceed 1-2 hours under normal market conditions.

4. The Follower acknowledges and accepts all risks related to update delays in statistics on profits, balance, and free margin. The Follower understands that data provided in the Follower Area may differ from the information used for calculating profits received by the Follower from copying trades.

5. The Trader and the Follower acknowledge and take all risks related to possible delays in request processing by the system. Such delays can exceed 15 minutes. In case of technical problems on the side of the Company, timely approval or cancellation of subscription, as well as statistics update in the Copy Trade system, cannot be guaranteed by the Company. The Follower and the Trader accept and acknowledge the fact that all risks related to possible delays in request processing by the CopyTrade system may result in losses for both the Trader and the Follower.

8. Claims and disputes

1. The Trader and the Follower are obliged to make every effort to settle any claims and disputes related to technical regulations of the CopyTrade system by means of email communication with the Company. The parties undertake to keep all the information confidential until the claim or dispute is resolved.

2. The Company shall respond to all complaints and disputes related to the functioning of the CopyTrade system within 30 days from the date of receipt. The Company does not handle any claims or disputes related to losses that are the result of the Trader's activity in the forex market.

3. All claims and disputes are subject to this Agreement and common sense, in the event that any aspect of the CopyTrade system is not fully disclosed in this Agreement.

9. Language

1. The language of this Agreement is English.

2. For convenience, the Company can provide the Agreement version in a language different from English. The translated version of the Agreement is of a merely informative character.

3. In case of discrepancies between the English version of this Agreement and any translation, the English version shall prevail.