HF MARKETS (SV) LTD

COPY TRADING AGREEMENT

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TABLE OF CONTENTS

1. Introduction 3
2. Definitions....3
3. General Terms and Conditions 6
4. Client Acceptance Criteria 7
5. Acknowledgements 7
6. Strategy Provider Account Registration 8
7. Strategy Provider's Proposal 12
8. Terms and Conditions 12
9. Code of Conduct 15
10. Follower Account Registration 16
11. Following and Unfollowing 19
12. Deposits and Withdrawals 20
13. Rescue Level....20
14. Copy Ratio....21
15. Performance Fee 23
16. Archived accounts 25
17. Exclusion of Liability 25
18. Confidentiality....26
19. Prohibited Trading....26
20. Term 27
21. Amendment and Termination 27
22. Governing Language 28

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

1. Introduction

1.1. The Copy Trading Agreement (herein the "**Agreement**") sets out the terms and conditions for the provision of the service of Copy Trading (herein the "**Service**") by HF Markets (SV) Ltd (herein the "**Company**") to its Clients, under the provisions of the International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and Grenadines, 2009 (herein the "**Law**").

1.2. This Agreement shall be complementary with all other Operative Agreements between the Company and the Client and together shall include all the terms and conditions by which the business relationship of the Client and the Company will be governed with respect to the provision of the Service i.e. termination of any of the Operative Agreements between the Company and the Client shall constitute an immediate termination of this Agreement.

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 Copy Trading Account**" means a Strategy Provider Account or a Follower Account which had no financial or trading activity for a set period of 60 (sixty) 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 Strategy Provider or a prospective Follower.

"**Company**" means HF Markets (SV) Ltd a private limited company incorporated under the laws of Saint Vincent and the Grenadines with Registration 22747 IBC 2015 having its registered office at Suite 305, Griffith Corporate Centre, P.O. Box 1510, Beachmont, Kingstown, Saint Vincent and the Grenadines;

"**Copy Ratio**" is the ratio determining the size of the Followers' position copied in relation to the Strategy Provider trade. It is calculated as Equity Ratio between the Follower and the Strategy

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

Provider multiplied by the chosen Follower Volume Allocation;

"**Effective Date**" shall mean the date that the prospective Strategy 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;

"**FSC**" means Financial Services Commission;

"**Copy Trading Accounts**" means either the Strategy Provider Account or the Follower Account;

"**Investment 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;

"**OTP**" shall mean the one-time unique password which can be only provided by a Private Strategy Provider to a Follower who wishes to follow the Private Strategy Provider's account, and which expires once used by the Follower;

"**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 Strategy Provider and the Follower which have been approved by the Company as per the provisions of this Agreement;

"**Performance Fee**" is the fee payable by the Follower to the Strategy Provider in the case where the trading strategy followed has provided positive results for the Follower;

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

"**Portfolio Management**" means managing portfolios in accordance with mandates given by clients on a discretionary client-by-client basis where such portfolios include one or more financial instruments, as per the provisions of the Law;

"**Primary Services**" means the investment services which the Company is authorized to provide from time to time, under its articles of association;

"Private Strategy Provider" shall mean a Client who has selected to open a Private Strategy Provider Account with the Company, and whose performance is only visible to Followers who obtain a private access password from the Private Strategy Provider. Only Followers who have the private access password can join a Private Strategy Provider;

"**Profits**" include profits from open and closed trades;

"**Proposal**" shall have the meaning set out in Clause 7 of this Agreement;

"Public Strategy Provider" shall mean a Client who has selected to open a Public Strategy Provider Account with the Company and whose performance is publicly visible to all the Followers. Followers can join a Public Strategy Provider without the need to obtain the Public Strategy Provider's prior approval;

"**Rescue Level**" shall have the meaning set out in Clause 13 of this Agreement;

"**Service**" means the Copy Trading service which is offered by the Company on a complimentary basis to the Primary Services offered by the Company under its licence;

"**Strategy Provider**" is a Client who has registered for a Strategy Provider Account via the designated page on the Company's website and has been assessed and approved as a Strategy Provider by the Company as per the terms and conditions of this Agreement. A Client can select to open either a Public or a Private Strategy Provider account;

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

2.2. All references to a statutory provision include references to:

(a) any statutory modification, consolidation or re-enactment of it, whether before or after the Effective Date of this Agreement, for the time being in force;

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

(b) all statutory instruments or orders made pursuant to it; and

(c) any statutory provision of which that statutory provision is a re-enactment or modification.

2.3. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

2.4. 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.

2.5. 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 Strategy 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 Investment Advice or Portfolio Management.

3.2. A Client may register with the Company to become a Strategy 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.

3.3. A Follower has the opportunity to follow a Strategy Provider of the Company or a Strategy Provider of other entities of HF Markets Group. On the same note, a Strategy Provider can have Followers of both the Company and Followers of other entities of HF Markets Group.

3.4. A Follower is strictly prohibited from replicating, mirroring, or otherwise duplicating the trades from their copy trading account linked to a Strategy Provider.

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

3.5. Any attempt by a Follower to circumvent the agreed-upon performance fees or other remuneration payable to the Strategy Provider by replicating their trades on a separate account will be considered a material breach of these Terms and Conditions.

3.6. In the event of a breach of this clause, the Company reserves the right, at its sole discretion, to take any or all of the following actions without prior notice to the Follower:

(d) Immediately terminate the Follower's copy trading service and close their account.

(e) Immediately cease any and all trade copying activities for the Follower's account.

(f) Pursue legal action to recover any lost fees, damages, or other financial losses incurred by the Company or the Strategy Provider as a result of the breach.

(g) Freeze or deduct funds from the Follower's account to cover any amounts owed to the Strategy Provider.

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 Area.

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. 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.

4.4. The Copy Pro account type (for both Strategy Providers and Followers) is unavailable to Clients who are residents or citizens of Vietnam.

5. Acknowledgements

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

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 Investment 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 Strategy Provider in the past;

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

(f) That the ratio between profits and losses of a Strategy 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.

5.3. Any attempt by a Follower to circumvent the agreed-upon performance fees or other remuneration payable to the Strategy Provider by replicating their trades on a separate account will be considered a material breach of these Terms and Conditions.

5.4. In the event of a breach of the above clause, the Company reserves the right, at its sole discretion, to take any or all of the following actions without prior notice to the Follower:

(a) Immediately terminate the Follower's copy trading service and close their account.

(b) Immediately cease any and all trade copying activities for the Follower's account.

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

(c) Pursue legal action to recover any lost fees, damages, or other financial losses incurred by the Company or the Strategy Provider as a result of the breach.

(d) Freeze or deduct funds from the Follower's account to cover any amounts owed to the Strategy Provider.

6. Strategy Provider Account Registration

6.1. A Client who wishes to register as a Strategy Provider is required to complete a Strategy Provider Account Opening Form. It is understood that a Client who does not fulfill the criteria set out in Clause 4.1 of this Agreement shall not be able to proceed with registering as a Strategy Provider.

6.2. The Strategy Provider shall open a Strategy Provider Account which shall be either a Copy Premium, a Copy Cent or a Copy Pro account via his Client Area and the following conditions must be fulfilled:

(a) Specification of a Strategy Name;

(b) Avatar Upload (optional);

(c) Trading Strategy Description;

(d) Account Settings – Private or Public;

(e) Specification of Performance Fee;

(f) The maximum leverage available for this account is set at 1:1000. While the client may select a leverage ratio of either 1:500 or 1:1000, the Company reserves the right to reduce the leverage at its sole discretion. For further details, please refer to the [Risks Associated with transactions in Derivative Financial Instruments(CFDS).

(g) In case the Strategy Provider does not provide the information mentioned in the above section 6.1 within twenty (20) calendar days, the Company reserves the right to decline the Strategy Provider Account.

6.3. It is further noted that failure to satisfy one or more of the above requirements (with the exception of Avatar upload) the Company shall not proceed with accepting him as a Strategy Provider for the purposes of this Agreement.

6.4. If the Client fulfills the requirements set out in Clause 6.2 of this Agreement, he will receive

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

a confirmation email informing him that he has been accepted by the Company as a Strategy Provider which will include his login details.

6.5. Unless otherwise specified by the Strategy Provider, his Strategy Provider Account will be added to the public Strategy Provider Accounts on the designated page.

6.6 A Client who has successfully applied to become a Strategy Provider as per the provisions of this Agreement from the 26th of March 2025 onwards only, has the opportunity to submit his/her historical trading data from either (i) his/her HFM Trading Account or (ii) MetaTrader (MT4/MT5) account statements from other brokers, provided that such trading history satisfies the Company's eligibility criteria.

6.7 Where the submitted trading history is accepted by the Company, a summary of the Client's past trading performance may be displayed for a period of thirty (30) days from the date such history is approved and published by the Company.

6.8 The Company shall have the sole and absolute discretion to determine whether a Strategy Provider's submitted trading history satisfies the applicable eligibility criteria for display. The Company reserves the right, at any time and without providing any reason, to reject, suspend, remove, or discontinue the display of any past trading history or related performance information from the Company's platforms, website, or any other interface, notwithstanding any previous approval or publication.

6.9 The Client acknowledges, agrees and understands that the following information will be displayed in the Past Performance List as per clauses 6.6, 6.7 and 6.8. above:

(a) Growth % ((Total Deposits + Open Trades + Closed Trades) / Total Deposits) x 100%;
(b) Average Profit;
(c) Average Loss;
(d) Count of Profitable Trades;
(e) Total Deposits;
(f) Total Withdrawals.

6.6. The Company allows the Strategy Provider to use the Service without publishing his Strategy Provider Account in the designated page on the Company’s website.

6.7. A Strategy Provider can open up to 5 (five) Copy Premium, 3 (three) Copy Cent and 2 (two)

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

Copy Pro Strategy Provider Accounts. It is noted that the Company may limit the number of Strategy Provider Accounts that a Strategy Provider can have at any time and with prior notification to the Strategy Provider.

6.8. Strategy Providers acknowledge, agree and understand that Copy Premium Strategy Provider Accounts can be followed by Copy Premium Follower Accounts, Copy Cent Strategy Provider Accounts can be followed by Copy Cent Follower Accounts, and Copy Pro Strategy Provider Accounts can be followed by Copy Pro Follower Accounts only.

6.9. The maximum number of Followers that can join a Strategy Provider Account is limited to 200 (Two Hundred) unless otherwise agreed between the Company and the Strategy Provider. In the event that this limit is reached, the option to accept new Followers will be disabled.

6.10. A Strategy Provider Account which has been inactive i.e. with no financial or trading activity for a period of 60 (sixty) days, will be automatically Archived as per the provisions of Clause 16 of this Agreement.

6.11. The minimum opening deposit amount for a Copy Premium and Copy Pro Strategy Provider Account is 100 USD and the minimum redeposit amount is 50 USD. The minimum opening deposit amount for a Copy Cent Strategy Provider Account is 2500 USc and the minimum redeposit amount is 500 USc. It is understood that the Strategy Provider is required to fund his Strategy Provider Account prior to being able to be followed by a Follower.

6.12. The Strategy Provider shall have free access to the Advanced Insights, Premium Trader and Autochartist Tools only.

6.13. The Strategy Provider can open only the following positions on his Strategy Provider Account:

(a) Buy;

(b) Sell;

(c) Buy and Sell Limit;

(d) Buy and Sell Stop;

(e) Take Profit;

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

(f) Stop Loss.

6.14. The option “Close by” shall not be available for use by the Strategy Provider.

7. Strategy Provider’s Proposal

7.1. A Strategy Provider Proposal is a consent for Followers to follow his trading strategies. Each Proposal consists of a set of parameters which are selected by the Strategy Provider himself and the Company shall use this information for the calculation of the remuneration of the Strategy Provider, as well as set the conditions for the formation and operation of the Strategy Provider Accounts.

7.2. The Follower acknowledges, understands and confirms that acceptance or rejection of any Strategy Provider Proposal is an entirely voluntary decision of the Follower and does not entail the conclusion of any contract, material reciprocal relationship or any other commitment binding the Company, Strategy Providers and Followers.

7.3. The Follower represents and warrants that the decision to accept or reject a Proposal from a Strategy Provider is based on his own discretion and assessment of the Proposal.

7.4. The Strategy Provider Proposal parameters are the following:

(a) Strategy Name – Strategy Provider must agree to and abide by the Copy Trading Code of Conduct;

(b) Public or Private Strategy Provider Account Profile;

(c) Copy Premium, Copy Cent or Copy Pro Strategy Provider Account;

(d) Performance Fee – Percentage of profits payable to the Strategy Provider.

8. Terms and Conditions

8.1. The Strategy Provider can make a Proposal to Followers to follow his own trading strategies, by setting the Proposal parameters as per Clause 7 of this Agreement, and the Follower may accept this Proposal on his own discretion and assessment. The Follower has the opportunity to follow the trading strategy as proposed by the Strategy Provider by setting the Rescue Level and Copy Ratio he wishes for his Follower Account.

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

8.2. The Strategy Provider has the ability to:

(a) Carry out trading transactions on Strategy Provider accounts on the instruments offered by the Company under the Service;

(b) Use EAs to carry out trading transactions;

(c) Establish the Strategy Provider Proposal;

(d) Determine the Strategy Type of the Strategy Provider Account;

(e) Determine the Performance Fee – this is the fee charged to Follower(s) based on the percentage of any profit made for the Follower that is payable to the Strategy Provider as his Performance Fee;

(f) Withdraw funds from his Strategy Provider Account at any given time;

(g) Set the Followers' minimum opening deposit amount for his Strategy Provider Account. A Strategy Provider can change the Followers' minimum opening deposit for his Strategy Provider Account up to 3 (three) times.

8.3. The Strategy Provider is not allowed to request the deposit or withdrawal of funds to or from the Follower Accounts.

8.4. All Copy Trading account calculations, deposit and withdrawal of funds, crediting and debiting of Performance fees are performed by the Company.

8.5. The Follower has the ability to:

(a) Select a Rescue Level percentage;

(b) Select a Volume Allocation Percentage;

(c) Close copied trades in the Follower Account. No other trade modifications are permitted including but not limited to opening trades on their Follower Account;

(d) Withdraw funds from his Follower Account at any given time.

8.6. The Service is not available to Joint Accounts Holders.

8.7. The Strategy Provider is not allowed to have any direct contact with a Follower i.e. through telecommunications and/or any form of electronic communication other than the one

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

specified under the terms and conditions of this Agreement. The Strategy Provider relationship with the Follower shall be limited to making available his Strategy Provider Proposal to prospective Followers.

8.8. The Follower has the option to follow a Strategy Provider during the trading activity of the Strategy Provider i.e. the Strategy Provider might have open trades prior to the Follower choosing to follow him. It is understood that any open trades which were opened prior to the Follower choosing to follow a Strategy Provider, those trades will not be opened on the Follower Account. The Follower shall be able to copy any subsequent trades opened by the Strategy Provider. It is further understood that the ratio between profits and losses of the Strategy Provider shall not be the same as the ratio between profits and losses of the Follower.

8.9. The Follower will receive a Margin Call in case the minimum margin requirement to cover any open-copied trades is insufficient. 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. 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 i.e. the Follower being stopped out due to failure to maintain the margin requirement whereas the Strategy Provider was at a profitable position at the time of closing his positions.

8.10. The Follower acknowledges, agrees, and understands that if they are located in, or are a resident or citizen of, a jurisdiction where the Company prohibits or restricts the offering of certain financial instruments (including, but not limited to, Cryptocurrencies), the system will automatically disable the copying of those instruments. Accordingly, the Company reserves the right to reject any related orders, and any trades opened by the Strategy Provider involving such restricted instruments will not be copied or executed on the Follower's Account. The Follower acknowledges and accepts that this may result in material differences in trading performance, profits, and losses compared to the Strategy Provider.

8.11. The Client acknowledges and accepts that certain financial instruments made available through the Service may be traded on a continuous basis, subject to periodic maintenance

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

windows, server restarts, technical interruptions and/or temporary system unavailability. During such periods, the Company may be unable to accept, execute, copy, modify and/or close orders for a limited period of time.

8.12. The Client further acknowledges and accepts that, during the periods referred to in clause 8.11 above, trades opened by a Strategy Provider may not be copied to the relevant Follower Account, and copied trades may be executed, modified and/or closed later than the corresponding trades on the Strategy Provider Account, which may result in differences in execution time, price, profit and/or loss.

9. Code of Conduct

9.1. The Strategy Provider acknowledges, confirms and understands that by using this Service he must follow the following principles of the Company's Code of Conduct:

(a) He shall not promote any unsolicited and/or unauthorized commercial advertising, promotional materials or other form of solicitation;

(b) He shall not refer to any other Strategy Provider Accounts and/or internet sources;

(c) He shall not reveal any Follower's identity through email addresses, URL addresses, private messaging software/application IDs, telephone number, personal account details and any other form of identification of a Follower to any third party;

(d) He shall not attempt to impersonate or falsely state or otherwise misrepresent another user, person or entity;

(e) He shall not represent himself as a representative and/or affiliate and/or connected person with the Company in any contracts and/or agreements either verbally and/or in writing other than within the context of this Agreement;

(f) He shall not violate the existing copyrights, patents, trademarks or other proprietary rights of the Company which might come to his possession during the course of this Agreement;

(g) He shall not promise and/or guarantee to any Follower and/or a prospective Follower any sort of definite returns of investment i.e. any form of projected gains, expected

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

returns, guarantees of profits, and/or risk level, drawdown and/or unrealistic/false guarantee;

(h) He shall not make any statements and/or calculations and/or obligations on behalf of the Company on any means of public communications i.e. forums, journal articles, books presentations;

(i) He shall not use any threatening and/or abusive and/or harassing and/or defamatory and/or vulgar and/or obscene and/or hateful or otherwise objectionable content including but not limited to racial and/or nationalistic and/or ethnic slurs on his Strategy Provider Account.

10. Follower Account Registration

10.1. A Client who fulfils the criteria set out in Clause 4.1 of this Agreement may apply to the Company to become a Follower of a Strategy Provider. A Client may become a Follower of a Strategy Provider by registering for a Follower Account and the following conditions must be met:

(a) Select Follower Account Type – Copy Premium, Copy Cent or Copy Pro;

(b) Select a Strategy Provider to follow;

(c) Select the Rescue Level;

(d) Select the Volume Allocation Percentage.

10.2. It is further noted that failure to satisfy one or more of the above requirements, the Company shall not proceed with accepting him as a Follower for the purposes of this Agreement.

10.3. If the Client fulfils the requirements set out in Clause 10.1 of this Agreement, he will receive a confirmation email informing him that he has been accepted by the Company as a Follower and which will include his MT4 and MT5 login details.

10.4. A Follower can open up to 10 (ten) Copy Premium, 5 (five) Copy Cent and 10 (ten) Copy Pro Follower Accounts. It is noted that the Company may limit the number of Follower Accounts that a Follower can have at any time with prior notification to the Follower.

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

10.5. Followers acknowledge, agree and understand that:

(i) Copy Premium Follower Accounts can follow Copy Premium Strategy Provider Accounts,

(ii) Copy Cent Follower Accounts can follow Copy Cent Strategy Provider Accounts and;

(iii) Copy Pro Follower Accounts can follow Copy Pro Strategy Provider Accounts only.

10.6. The Follower is permitted to follow only 1 (one) Strategy Provider per Follower Account at any given time.

10.7. The Follower is permitted to follow the same Strategy Provider from different Follower Accounts.

10.8. The Follower Account is specifically designed to facilitate the copying of trading transactions made by the Strategy Provider i.e. no additional trading transaction can be performed by the Follower on the Follower Account. The only modification option available to the Follower is to close the copied trades in his Follower Account. The Follower acknowledges and understands that by closing copied trades in his Follower Account on his own discretion, the profit or loss that he will experience will not be the same as that of his followed Strategy Provider.

10.9. In the event that there are insufficient funds in the Follower Account to support the copying of a Strategy Provider trade, then the specific position will not be opened.

10.10. Pending Orders, Take Profit or Stop Loss set by the Strategy Provider are not visible to the Followers Accounts.

10.11. The minimum opening deposit amount for a Copy Premium Follower Account is 25 USD, and minimum redeposit amount is 10 USD. The minimum opening deposit for a Copy Cent Follower Account is 1000 USc and the minimum redeposit amount is 500 USc. The minimum opening deposits amount for a Copy Pro Follower Account is 100 USD and minimum redeposit amount is 50 USD. The above-mentioned minimum opening deposit amounts could vary at the discretion of the Strategy Provider (see Clause 8.2 (g) above). The minimum opening deposit amount shall be disclosed on the performance page of the specific Strategy.

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

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

(a) 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 Strategy Provider's Account;

(b) An order placed by the Strategy 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 Strategy 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;

(c) An order placed by the Strategy 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 Strategy Provider then the order will not be executed on the Follower's Account;

(d) If the price of an order has moved considerably far from the price in which the Strategy 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;

(e) 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;

(f) 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 Strategy Provider, depending on the type of the trading account that each one has opened i.e. when the Strategy 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;

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

(g) Taking into consideration the risks associated with the execution of orders, the Follower shall be responsible for assessing the strategy of the Strategy 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.

10.13. In case a Client's Follower Account Equity drops below 5 USD and there are no open positions, this Follower Account will be unfollowed from the respective Strategy Provider's Account and the outstanding equity will be moved to the Client's Account.

11. Following and Unfollowing

11.1. Upon selecting to follow a Strategy Provider, the Follower will choose the Rescue Level and the Volume Allocation Percentage for the Follower Account.

11.2. A Follower has the option to unfollow a Strategy 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 Strategy Provider, the Follower will be given the option to automatically close all open positions, provided that the markets are open.

11.3. In order for a Follower to follow a different Strategy Provider, he must first select to unfollow the current Strategy Provider as per Clause 11.2 of this Agreement or open a new Follower Account, in case the limit of the number of Follower Accounts per Follower has not been reached.

11.4. Upon unfollowing a Strategy Provider:

(a) The Follower's funds will be moved automatically to the Follower's Account;

(b) Performance fees, if applicable, are removed from the Follower's Account and paid to the Strategy Provider's Account automatically;

(c) The Rescue Level and the Volume Allocation Percentage reset to zero.

11.5. In the case where a Follower selects the option to unfollow a Strategy Provider or a Rescue Level is reached, but the process cannot be completed due to, but not limited, market close hours, financial symbol trading break, system errors, the Follower account is moved to

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

'Pending Unfollow' status until the process is completed. No trading and/or balance operations are allowed when a Follower account is in 'Pending Unfollow' status.

11.6. Private Strategy Providers have the option to choose which Followers will follow their accounts by generating and distributing OTPs.

11.7. Private Strategy Providers have the option to remove any of their Followers. This is possible only when there are no open positions on the Followers' accounts. Followers are notified when Strategy Providers have this option on the Follow page of the Company's website.

11.8. The options mentioned in clauses 11.6 and 11.7 above, can be only provided to Private Strategy Providers once the Company's approval is obtained by submitting a written request to copytrading@hfm.com . These options can be revoked at any time by the Company at its sole discretion.

12. Deposits and Withdrawals

12.1. The Parties can complete deposits via their Client Area.

12.2. The value of the deposited funds cannot be less than the minimum deposit requirements of each Copy Trading account.

12.3. The Parties can withdraw their available funds at any given time via their Client Area. Withdrawal requests shall be processed as per the Withdrawal Conditions of the Company which are available through the Company's website.

12.4. The minimum standard withdrawal amount will be ten (10) USD. In case client's balance is less than ten (10) USD, the client can select to "Unfollow" the Strategy and the entire balance can be withdrawn to the Account.

13. Rescue Level

13.1. Rescue Level is the percentage of equity that a Follower can keep secured in case of loss on the copied trades in the Follower Account.

13.2. Rescue Level can be adjusted during each deposit or withdrawal to/from the Follower Account and can be set to a maximum of 50% of the equity at the time of each deposit or

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

withdrawal.

13.3. Once the Rescue Level is reached, all open trades on the Follower Account are closed and the remaining funds are no longer available to be placed on trades.

Example A:

Follower deposits 1,000 USD and selects Rescue Level of 20%, therefore 200 USD is secured in case of loss, subject to Clause 13.4. When Follower's equity reaches 200 USD all open trades are closed and the remaining funds are no longer available to be placed on trades.

Example B:

Follower deposits 1,000 USD and selects Rescue Lever of 25%, therefore 250 USD is secured in case of loss, subject to Clause 13.4. Follower makes profit of 250 USD and decides to withdraw 500 USD. Upon withdrawal, the Follower is requested to set new Rescue Level which will be calculated for the remaining funds of 750 USD.

Example C:

Follower deposits 1,000 USD and selects Rescue Level of 30%, therefore 300 USD is secured in case of loss, subject to Clause 13.4. Follower decides to make an additional deposit of 100 USD. Upon deposit, the Follower is requested to set new Rescue Level, which will be calculated for funds of 1,100 USD.

13.4. The Follower hereby acknowledges and understands that due to high volatility, Rescue Level can be triggered below or above the expected amount. It is understood that the Company shall not be held liable for the difference between the expected rescue amount and the actual rescued amount in case of volatile market conditions.

13.5. Followers can only readjust the Rescue Level during redeposits or withdrawals.

14. Copy Ratio

14.1. Copy Ratio is the ratio determining the size of the Followers position copied in relation to the Strategy Provider trade. It is calculated as Equity Ratio between Follower and Strategy Provider and the chosen Follower Volume Allocation.

14.2. The Copy Ratio changes dynamically as the equity on the Follower Account and Strategy

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

Provider Account changes, meaning it is recalculated on each trade as the equity ratio is different on each trade even if the Volume Allocation has not changed.

14.3. Follower Volume Allocation is the Percentage selected by the Follower which, alongside his equity, is used to determine the volume of trades to be copied.

14.4. Volume Allocation can be adjusted during each deposit to the Follower Account meaning the Copy Ratio is reset each time funds are added to the Follower Account.

14.5. In the event that the position size to be opened - based on the Copy Ratio - is less than the minimum tradeable volume offered by the Company, then the trade will open with a minimum contract size. This is subject to your approval and confirmation otherwise the trade will not be copied.

14.6. In the event that the position size to be opened – based on the Copy Ratio – is more than the maximum tradeable volume offered by the Company, then the trade will open with the maximum trade size of the account type. This is subject to your approval and confirmation otherwise the trade will not be copied.

14.7. The corresponding position size of the copied trade to be opened in the Follower Account after the calculation of the Copy Ratio will be rounded up or down, to the nearest hundredth. For example, if the copied trade to be opened based on the volume allocation is 0.124, the position will be rounded down to 0.12 and if the copied trade to be opened based on the volume allocation is 0.127, the position will be rounded up to 0.13.

14.8. In the event of a partial closure of a position by the Strategy Provider the corresponding partial closure position size to be closed in the Follower Account after calculation of the Copy Ratio will be rounded up i.e. if the partial closure of the copied trade based on the Volume Allocation is 0.005 the partial closure position size will be rounded up to the minimum volume size.

Copy Ratio Example A:

Follower A deposits 400 USD and selects Volume Allocation of 100%

Strategy Provider A deposits 5,000 USD

The Follower's trade copy ratio will be 400/5,000 x 100/100 = 0.08

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

Strategy Provider A opens position size of 0.50 lot

Follower A position size will be 0.50 x 0.08 = 0.04 lot

Copy Ratio Example B:

Follower B deposits 400 USD and selects Volume Allocation of 50%

Strategy Provider B deposits 5,000 USD

The Follower's trade copy ratio will be 400/5,000 x 50/100 = 0.04

Strategy Provider B opens position size of 0.10 lot

Follower B position size will be 0.10 x 0.04 = 0.004 lot, therefore the trade will open with minimum trade size of 0.01 lot subject to the Followers approval and confirmation, otherwise the trade will not be copied.

Copy Ratio Example C:

Follower C deposits 10,000 USD and selects Volume Allocation of 100%

Strategy Provider C deposits 5,000 USD

The Follower's trade copy ratio will be 10,000/5,000 x 100/100 = 2

Strategy Provider C opens position size of 1.00 lot

Follower C position size will be 1.00 x 2 = 2.00 lots

15. Performance Fee

15.1. Strategy Providers will select at the time of opening their Strategy Provider Account a Performance Fee percentage up to a maximum of 50% (Fifty percent).

15.2. Followers are obligated to pay the Performance Fee to the Strategy Provider they choose to follow based on their positive performance i.e. the Strategy Provider shall not receive the Performance Fee in case of a negative performance.

15.3. The Performance Fee is calculated according to the below formula:

(Follower's Profits – Follower's Losses) * Strategy Provider chosen Performance Fee % = Performance fee payable by Follower to the Strategy Provider

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

Example A:

Strategy Provider A chosen Performance Fee is 20%

Follower A profit = 1,000 USD

Follower A loss = 0 USD

*(1,000 – 0)*20% = 200 USD payable by the Follower to the Strategy Provider*

Example B:

Strategy Provider B chosen Performance Fee is 25%

Follower B profit = 1,000 USD

Follower B loss = 500 USD

*(1,000 – 500) * 25% = 125 USD payable by the Follower to the Strategy Provider*

Example C:

Strategy Provider C chosen Performance Fee is 30%

Follower C profit = 1,000 USD

Follower C loss = 1,200 USD

*(1,000 – 1,200) * 30% = -60 USD, therefore No fee payable by the Follower to the Strategy Provider for negative performance*

15.4. The Strategy Provider acknowledges, understands and confirms that the formula is based on the investment duration and therefore covers the period starting from the last Performance Fee pay-out to the current date. The Performance Fee is not guaranteed as the value of open positions rise or fall.

15.5. The Strategy Provider shall have the option to choose whether to receive the Performance fee daily, every Saturday or upon withdrawal or unfollowing. However, the Strategy Provider to be eligible to receive the performance fee daily, there is a minimum amount (5 USD or currency equivalent) that must be generated per follower to be paid.

15.6. Performance Fee calculation, deposit and withdrawal of funds, crediting and debiting of Performance Fees are performed automatically by the Company and will be shown on Copy

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Registration number 22747 IBC 2015

Trading statements accordingly.

15.7. Strategy Providers acknowledge, agree and understand that the Company, without prior notice to the Strategy Provider, reserves the right at its sole and absolute discretion, to void and/or forfeit any performance fees which have been paid and/or are due to be paid to the Strategy Provider's Account, in the case the Strategy Provider has not logged into his Account for a period of twenty-four (24) months.

16. Archived accounts

16.1. The Company has the right to archive any account either a Strategy Provider or a Follower Account as per the terms of the Account Opening Agreement which the Strategy Provider and the Follower have accepted prior to entering into a business relationship with the Company.

16.2. In the case of a Strategy Provider Account being archived:

(a) The Strategy Provider will be removed from the Strategy Provider Accounts list on the designated page on the Company's website; and

(b) All Follower Accounts of the Strategy Provider will be disconnected.

16.3. In the case of a Follower Account being archived, it will be disconnected from the Strategy Provider.

16.4. It is noted that an archived account is not considered as a terminated account. A Strategy Provider or a Follower who wishes to restore his archived account can request to restore his archived account by sending an email to copytrading@hfm.com . An archived account may only be restored at the Company's discretion.

17. Exclusion of Liability

17.1. The Company shall not be liable for:

(a) any loss, expense, cost or liability of any kind or nature suffered or incurred by the Strategy Provider and/or the Follower unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Company's gross negligence

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

and/or fraud on behalf of the Company and/or the intended failure of the Company's obligations under this Agreement; and/or

(b) any conflict and/or dispute arising between a Strategy Provider and a Follower which has resulted by their participation in the Program as offered by the Company;

(c) for any obligation of the Company arising under any term, express or implied, under statute or common law.

18. Confidentiality

18.1. The Company shall maintain all information received by the Parties confidential. It is understood that the Company shall not disclose any personal information about either of the Parties, other than the information displayed on the designated page of the Service on the Company's website.

18.2. The Parties acknowledge, confirm and understand that such information will be disclosed to the Company's employees and/or other related persons who are required to know such information for the purposes of this Agreement. It is noted that the Company may disclose such information as may be required by any law, rule or regulatory authority without prior notice to the Parties.

19. Prohibited Trading

19.1. If the Company suspects or has reasons to believe that any of the Parties are involved in any form of prohibited trading i.e. certain trading techniques commonly known as "arbitrage trading", "picking/ sniping" and/or follow an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts, the Company reserves the right to:

(a) terminate this Service with immediate notice to the Parties and/or the business relationship established between the Company and any of the Parties;

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

(b) close any of the Parties' accounts with the Company and/or suspend his account for an indefinite period of time;

(c) charge a penalty fee to any of the Parties as the Company deems fit and proportionate;

(d) close the account, confiscate any profits that arose from prohibited trading techniques and return the original deposit(s) to the Parties. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the Parties related accounts in order to make up for the difference.

20. Term

20.1. This Agreement shall come into force on the Effective Date and shall remain into force until terminated by virtue of Clause 21.

21. Amendment and Termination

21.1. 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.

21.2. 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.

21.2. 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 responsible Department of the Company for the Copy Trading Accounts;

(b) Any of the Parties no longer meet the criteria to receive the Service. The Company shall not notify the affected Party in advance;

(c) 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;

(d) 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

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015

the Company;

(e) 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;

(f) 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;

(g) 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.

22. Governing Language

22.1 The Terms and Conditions of this Agreement and any other Operative Agreement of the Company are made in the English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions of English shall prevail.

Version: 2026_05

Registered in the Financial Services Authority St. Vincent & the Grenadines.
Registration number 22747 IBC 2015