

Copy Trading Terms and Conditions

This Agreement sets out the specific terms that will apply to you when using the copy trading functionality on the Smart Securities and Commodities Limited (SmartFX) platform.

1. What is copy trading

- 1.1 When using the copy trading services, you are agreeing to use our services.
- 1.2 The SmartFX platform provides you (Followers) with the ability to interact, follow and copy other traders, by using the information, as well as providing you with "copy trading features"
- 1.3 Copy trading is a trading functionality which allows you to copy the account of other traders (Providers). You do this by copying a specific SmartFX trader account. By placing a copying order, you authorize us to automatically recreate this account for you in your SmartFX account without any prior consultation, consent or approval. This will be done on a pro-rata basis with the same products and the same trading instructions based on copy parameters
- 1.4 For example, we may start to copy trading, stop copy trading and/or pause copying the copied trader, account, set limits to any position, etc.
- 1.5 Please read paragraph 2 "Our copy trading service" and paragraph 6 "Placing an order" for more information on how to place a copy trade on the SmartFX platform.

2. Our copy trading service

2.1 We offer a copy trading service which allows you to copy trades on the SmartFX platform. You can choose to copy the orders into an account of a single SmartFX trader. For more information, please refer to paragraph 6 "Placing an order".



3. Classification of trade

- 3.1 The copy trading service may result in trades in a number of financial instruments. Each trade opened on your behalf as part of the copy trading functionalities will usually be classified under the same asset class as classified in the copied account.
- 3.2 You should read the General Terms and Conditions which apply to the underlying instrument for more information.

4. Limitations to our copy trading service

- 4.1 We do not provide personalized investment recommendations, investment advice other financial-related advice of any kind. Any explanation or information which we give to you as part of a copy trading service, or about the performance of the copy trading is not intended to be and should not be considered advice. This information is provided by us solely for informational purposes.
- 4.2 You should use any information gathered from our website or copy trading features as a starting point for your own independent research and investment decision-making. However, you should not make investment decisions based on information provided on the SmartFX platform.
- 4.3 We reserve the right to pause, stop, or block any SmartFX Trader from being copied under the SmartFX Copy Trader functionality.

5. The key risks of copy trading

- 5.1 In deciding to copy a specific trader or trader, you should consider your financial situation, including your financial commitments. You should understand that copy trading is highly speculative and that you could sustain significant losses exceeding the amount used to copy a trader or traders as a result of the following:
- (a) it will involve automated trading execution whereby trades are opened and closed in your account without your manual intervention;
- (b) if you manually modify or close an order generated by the SmartFX Copy Trader functionality, you may achieve a materially different result than the trader that you copied;



- (c) copied trades in amounts lower than the minimum trade will not be opened;
- (d) if you are copying all trades which are currently open, we will open your position at the best available market price at the time of copying and not the price at the time at which the trade being copied was originally opened;
- (e) cash-out and withdrawals by the copied trader, when you are using the SmartFX Copy Trader functionality may also generate a materially different result than the trader that you copied as it may affect the copy trading proportions. This is due to a number of different factors including starting account balance, minimum trade size, the investor's account settings, differences in spread, interest and investment price at the time of investment, and also the difference in fees that may be incurred;
- (f) following/copying the trading decisions of inexperienced and/or unprofessional traders;
- (g) following/copying traders whose ultimate purpose or intention, or financial status may differ from yours; and/or
- 5.2 We are unable to provide any guarantee as to the performance of any particular investment product, symbol, instrument or account.

Past performance, risk scores, statistics and any other information with respect to SmartFX traders under our SmartFX Copy Trader functionality are not reliable indicators of future performance. We do not represent or guarantee that you will achieve profits or losses like those shown on the SmartFX trader you are copying. We also do not represent or guarantee that the risk score of a trader will accurately reflect the risk of their future performances.

5.3 Please refer to our Terms and Conditions for more information on the risks of using our services.

6. Placing an order

6.1 Before you enter into the copy trade, you will need to allocate copy modules (Ratio Multiplier) to put towards that copy trade. Such an amount shall be allocated in transactions at the same proportion as it is allocated in the copied account. We will then automatically execute that order for you, which means we will not obtain your confirmation before we do this. The opening of such transactions shall not require any prior consultation, consent or approval.



- 6.2 There are a number of order restrictions when copy trading, including the minimum and maximum amount that can be invested in any SMARTFX trader the minimum amount on any single copy trade and the maximum number of traders that you can copy.
- 6.3 When you are using our SmartFX Copy Trader service, you can choose to copy:
- (a) all trades which are currently open in a certain account as well as new trades which are opened after you begin to copy the trader in such account; or
- (b) only new trades are opened after you begin to copy the trader's account. This means we will not copy any trades in the trader's account that were entered into before this point.
- 6.4 If you are copying all trades which are currently open, we will open your position at the best available market price at the time of copying and not the price at the time at which the trade being copied was originally opened. If the relevant markets are closed at the time of copying (for example during a market break) we will open a market order for you and once the market reopens, your order will be executed at the first available price.
- 6.5 if you are copying only new trades:
- (a) all instructions and actions related to the copied trade will automatically be replicated in your SmartFX account (subject to the trade size as explained above), including stop losses, take profits and the closing of trades. For example, if a trader that you are copying extends their stop loss by adding more funds to their account then your stop loss will be adjusted automatically to reflect this. However, your position amount will remain the same as its initial amount.
- 6.6 The copy trading service has a number of other functionalities that we may make available to you from time to time. However, we may add, remove, or change the availability and features of these functionalities, at our discretion.

7. Fees and costs

7.1 When you place a copy trade, we will charge you fees on the same basis as those charged to the copied account for the same trades. Please refer to the provider's offers and SmartFX Terms that you are copying or for more information on the fees and costs associated with that copy trade.

8. Liability



Subject to Applicable Law, neither SmartFX nor any affiliates nor associate third parties will be liable for any losses arising from:

- (a) actions were taken by us in order to carry out your written or spoken instructions;
- (b) decisions or actions were taken by a SmartFX trader that you have chosen to copy;
- (c) specific investment decisions or actions taken or omitted in good faith by any copied account; and/or
- (d) Software failure, systems or communications errors, bugs or viruses relating to the Services and/or your account.