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IT'S FOREX TIME

**FXTM Invest**

# **STRATEGY MANAGER AGREEMENT**

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## STRATEGY MANAGER'S AGREEMENT (HEREINAFTER THE "AGREEMENT") IS MADE BETWEEN:

**Exinity Limited**, a company registered under the Laws of Republic of Mauritius, with registration number 119470 C1/GBL (hereinafter referred to as the "Company" which term includes its receivers, liquidators, successors and permitted assignees), on the one part; and

The Person who has completed the online application process to join as a Strategy Manager (hereinafter referred to as the "Strategy Manager"), on the other part;

### 1. INTRODUCTION

- 1.1. The Company is an authorized financial services provider in Mauritius and a holder of Global Business License No. C113012295 and an Investment Dealer License No. C113012295 issued by the Financial Services Commission, Mauritius (the "FSC") pursuant to Section 29 of the Securities Act 2005. The Company operates under "FXTM" brand and "FXTM Global" business name.
- 1.2. This Agreement together with the "Operative Agreements", as they are defined in the Client Agreement concluded between the Company and the Strategy Manager, set out the terms upon which the Company shall deal with the Strategy Manager. For the purposes of the present, Operative Agreements shall also include this Agreement.
- 1.3. The Strategy Manager has read, understood and accepted all information on the Website clearly and publicly stated, available to all clients, including the Regulatory and Compliance Policies and the Account Opening Agreements.
- 1.4. The Company reserves the right to register and operate other relevant domains (websites) for marketing and promotional purposes to specific countries which contain information and disclosures to clients and prospective clients in any language other the English language. The Strategy Manager accepts and understands that the Company's official language is the English language and should always read and refer to the Website for all information and disclosures about the Company and its activities.

### 2. DEFINITIONS AND INTERPRETATION

- 2.1. The Definitions provided in the Client Agreement of the Company shall apply.
- 2.2. In this Agreement, unless the context otherwise expressly requires, the following expressions shall have the following meanings:

"**FXTM**" or "**the Company**" shall mean Exinity Limited, registered in Republic of Mauritius.

"**FXTM Invest**" shall mean the service developed by FXTM, allowing investors to follow a Strategy Manager's strategy by copying the trades in a specially designated account, for a Profit Share.

"**FXTM Invest: Investor's Agreement**" means the Agreement between the Company and each of its Clients to join the FXTM Invest as investors.

"**Appointment**" shall mean the appointment of the Strategy Manager in accordance to the



terms of this Agreement;

**“Client Information”** shall mean any information that the Company receives from its clients or otherwise obtains which relate to its clients;

**“Client Account or Client’s Investment Account or Investor Account”** shall mean the personal account opened in the name of a Client, when the Client joins a Strategy, for the purpose of investing in the Strategy.

**“Client Terminal”** shall mean the MetaTrader program version 4, which is used by the Company in order to obtain information in financial markets (which content is defined by the Company) in real-time, to make technical analysis of the markets, make Transactions, place/modify/delete Orders, as well as to receive notices from the Investment Firm;

**“Completed Transaction”** shall mean two counter deals of the same size (opening a position and closing) for each underlying asset, displayed on the Website.

**“Dormant and/or Inactive Account”** shall mean any FXTM client trading account where the client/account holder/owner of that trading account has not initiated any trading activity and/or inactivity for a period of six (6) consecutive months and/or where FXTM has not carried out any transactions in relation to the trading account by and/or on the instructions of the client/account holder/owner and/or his/her authorized representative for a period of six (6) consecutive months.

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

**“Foreign Investor”** means a person who is provided access to invest in the Strategies of the FXTM Invest but is not an Investor of the Company.

**“Foreign Investor’s Account”** shall mean the personal account opened in the name of a Foreign Investor, when the Foreign Investor joins a Strategy, for the purpose of investing in the Strategy.

**“Investors”** shall mean clients of the Company who have joined the FXTM Invest as investors.

**“Illicit Profit”** shall mean profit which has been generated as a result of an Event of Default and/or during Abnormal Market Conditions.

**“Instruction”** means an instruction from the Strategy Manager to the Company to open/close a position or to place/modify/delete an Order;

**“Open Position”** means a Long Position or a Short Position which is not a Completed Transaction;

**“Order”** means an Instruction from the Strategy Manager to the Company to open or close a position when the price reaches the Order Level;

**“Order Level”** means the price indicated in the Order;

**“Profit Share”** represents a percentage of the profits that shall be rewarded to the Strategy Manager for his positive performance. This is paid 30 days from the day of initial deposit and in case of withdrawal or closing of the strategy, the higher water mark rule applies.

**“Quote”** means the information of the current price for a specific Contract for Difference having an Underlying Asset, in the form of the Bid and Ask prices;



“**Services**” shall mean the services to be provided by the Strategy Manager to the Company as described in Clause 4;

“**Strategy Account**” means the account which shall be opened by a Strategy Manager for the purpose of the present Agreement;

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

“**Trading Account**” means a unique personified registration system consisting of all Completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Trading Platform of the Company;

“**Trading Platform**” means all programs and technical facilities which provide real-time Quotes, allow Transactions to be made, Orders to be placed/modified/deleted/executed and calculate all mutual obligations between the Company and the Strategy Manager. The trading platform consists of the Server and the client Terminal;

“**Transaction**” means any contract for difference entered into or executed by the Strategy Manager through his Strategy Account;

“**Underlying Asset**” means the underlying asset in a Contract for Difference and may be a Currency Pair, Precious Metal, Commodities, CFDs and indices;

“**Website**” shall mean the Company’s website as this is defined in the Client Agreement.

- 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, a reference to a clause, party or a schedule is a reference to respectively a clause in or a party or schedule to this Agreement.
- 2.5. Any word not defined in this Agreement shall have the meaning provided for in the Client Agreement.
- 2.6. The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.

### 3. COMMENCEMENT AND DURATION

- 3.1. The Agreement shall commence on the date on which the Strategy Manager receives notice from the Company that he has been accepted as a Strategy Manager (“Date of Commencement”), as soon as the Client reviews and approves/accepts the Agreement.
- 3.2. Prior to the appointment, the Strategy Manager should be an approved registered client of the Company following the standard client registration procedures of the Company.
- 3.3. The Company shall set up a Strategy Account (hereinafter “the Strategy Account”) for the Strategy Manager upon the conclusion of the present Agreement, and the Strategy Manager shall be provided with a password and I.D.



## **4. REPRESENTATIONS & OBLIGATIONS OF THE STRATEGY MANAGER**

- 4.1.** The Company hereby agrees with the Strategy Manager to perform the following: The Strategy Manager shall form specific trading Strategies through trading in the Strategy Account.
- 4.2.** The Strategy Manager irrevocably and unconditionally agrees and hereby authorizes the Company to use the Strategy Manager Strategy in any way it chooses and make it public or communicate it as it deems appropriate, in any way and with any means in its discretion. Any trading strategy presented by the Strategy Manager, shall be for the exclusive proprietary use of the Company as the Company may deem fit.
- 4.3.** The Strategy Manager irrevocably and unconditionally agrees and hereby authorizes the Company to:
  - 4.3.1.** provide Clients with access to the Strategy Account and the option to follow the Strategy. Upon joining the Strategy Manager strategy, the Company shall take all such necessary actions so that the Strategy is followed and copied by the Client Investment Account; and
  - 4.3.2.** provide any Foreign Investor, directly or indirectly, access to the Strategy Account and the option to follow the Strategy, subject to the Strategy Manager being compensated for the positive returns generated by any such Client or Foreign Investor.
- 4.4.** It is understood that the Clients remain the Company's client at all times.
- 4.5.** It is mutually agreed that the Company has the right to engage other Strategy Managers for the provision of the same or other Services.
- 4.6.** The Strategy Manager shall exercise proper skill and care, professional and technical expertise, diligence, morality and impartiality in offering the Services which are necessary, taking into account the complexity of the foreign exchange markets.
- 4.7.** The Strategy Manager and the Company agree that the Service shall not be offered on a professional basis.
- 4.8.** The Strategy Manager shall ensure that while providing the Services, the Strategy Manager is well informed and updated regarding foreign exchange markets and the relevant terms of business of the Company and shall abide by the same.
- 4.9.** The Strategy Manager is not allowed to publish, transmit, or otherwise reproduce information relating to the Services to any third party without the Company's prior written consent.
- 4.10.** The Strategy Manager shall be liable for any losses incurred in the Strategy account.
- 4.11.** The Strategy Manager shall abide to the terms of the Strategy Account as set out herein in Appendix 1 and any other terms and conditions that may apply from time to time to the Strategy Account whether communicated to the Strategy Manager in writing or posted on the Website. It is the responsibility of the Strategy Manager to review the Website frequently for any updates and/or announcements and /or changes to such terms and conditions.



## 5. FEES

- 5.1. For the provision of the Services the Strategy Manager shall be compensated according to Appendix 2 attached to the present Agreement that forms an integral part of the same (hereinafter the "Profit Share").
- 5.2. All fees and Profit Share shall be subject to tax where necessary by virtue of applicable legislation.
- 5.3. The Strategy Manager undertakes the responsibility to inform the Company in the event where any tax applies.
- 5.4. The Company, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and/or to impose on any dormant and/or inactive account a handling fee of \$5/€5/£5/¥5 or equivalent per month and/or close the trading account upon and/or after the period of six (6) consecutive months of inactivity in the following cases:
  - 5.4.1. Where a client has not transacted with FXTM for a period of six (6) consecutive months and FXTM shall deem the trading account to be dormant and/or inactivate.
  - 5.4.2. Where a client's dormant and/or inactivate account(s) has a positive cash balance FXTM reserves the right at its absolute discretion to apply and/or impose a handling fee of \$5/€5/£5/¥5 or equivalent per month and as this may be amended from time to time by FXTM.
  - 5.4.3. Where a client makes a genuine attempt to resolve their account balances, FXTM reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion.
- 5.5. Where a client's dormant account and/or inactivate account(s) has a zero cash balance the handling fee of \$5/€5/£5/¥5 or equivalent per month shall not be imposed by FXTM, however, FXTM reserves the right to close the account(s) upon and/or after the period of six (6) consecutive months of inactivity.

## 6. COMMUNICATION AND WRITTEN NOTICE

- 6.1. Unless the contrary is specifically provided, any notice, instructions, authorizations, requests or other communications to be given to the Company by the Strategy Manager under the Agreement shall be in writing and shall be sent to the Company's mailing address which appears on its Website or to any other address which the Company may from time to time specify to the Strategy Manager for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.
- 6.2. Communications via email shall be sent to [investments@fxm.com](mailto:investments@fxm.com).
- 6.3. The Company reserves the right to specify any other way of communication with the Strategy Manager.
- 6.4. In order to communicate with the Strategy Manager or send documents, trade confirmations, notices and statements, the Company may use:
  - a) email;
  - b) telephone;



- c) post;
  - d) commercial courier service;
  - e) air mail; or
  - f) Website;
  - g) MyFXTM;
  - h) Trading Platform.
- 6.5.** The methods specified in Clause 6.4 of this Agreement shall also constitute a Written Notice from the Company.
- 6.6.** Notices shall be deemed delivered:
- a) if sent by email, within one hour after emailing it;
  - b) if sent by Online Trading System internal mail, immediately after sending it;
  - c) if sent by telephone, once the telephone conversation has been finished;
  - d) if sent by post, seven calendar days after posting it;
  - e) if sent via commercial courier service, at the date of signing of the document on receipt of such notice;
  - f) if sent by air mail, ten Business Days after the date of their dispatch;
  - g) if posted on the Company Website, within one hour after it has been posted.
- 6.7.** All contact details provided by the Strategy Manager, e.g. address, email address or fax number as last notified shall be used as applicable. The Strategy Manager agrees to accept any notices or messages from the Company at any time. It is the Strategy Manager responsibility to ensure that he provides to the Company accurate and up to date contact information and inform the Company is such information changes.
- 6.8.** Telephone conversations between the Strategy Manager and the Company may be recorded. Any recordings shall be and remain the sole property of the Company and shall be accepted by the Strategy Manager as conclusive evidence of the Instructions/Requests or conversations so recorded. The Strategy Manager agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

## **7. DEFAULT**

- 7.1.** Each of the following constitutes an "Event of Default":
- 7.1.1.** the failure of the Strategy Manager to perform any obligation due to the Company;
  - 7.1.2.** the initiation by a third party of proceedings for the Strategy Manager bankruptcy (if the Strategy Manager is an individual) or for the Strategy Manager winding-up or for the appointment of an administrator or receiver in respect of the Client or any of the Client's assets (if the Strategy Manager is a company) or (in both cases) if the Strategy Manager makes an arrangement or composition with the Strategy Manager creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Strategy Manager;
  - 7.1.3.** where any representation and/or warranty made by the Client in Clause 11 herein is or becomes untrue;
  - 7.1.4.** the Strategy Manager (if the Strategy Manager is an individual) dies or is declared absent or becomes of unsound mind;
  - 7.1.5.** any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in Clause 7.2 herein;





- 7.1.6. the Strategy Manager breaches any of the terms of this Agreement;
- 7.1.7. an action set out in Clause 7.2 herein is required by a competent regulatory authority or body or court;
- 7.1.8. in cases of material violation by the Strategy Manager of the requirements established by applicable legislation such materiality determined in good faith by the Company;
- 7.1.9. if the Company suspects that the Strategy Manager is engaged into money laundering activities or terrorist financing or other criminal activities;
- 7.1.10. If the Company suspects that the Strategy Manager is engaged in any fraudulent activity or market manipulation;
- 7.1.11. the accumulation of illicit profit;
- 7.1.12. The Strategy Manager has carried out trading:
  - which can be characterized as excessive without a legitimate intent, to profit from market movements;
  - while relying on price latency or arbitrage opportunities;
  - which can be considered as market abuse;
  - during Abnormal Market Conditions.
- 7.2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:
  - 7.2.1. terminate this Agreement;
  - 7.2.2. suspend and/or close out all or any of the Strategy Manager open positions in Derivative Financial Instruments at current Quotes;
  - 7.2.3. debit the Strategy Account(s) for the amounts which are due to the Company;
  - 7.2.4. close any or all of the Strategy Accounts held with the Company;
  - 7.2.5. combine Strategy Accounts, consolidate the Balances in such Accounts and set-off those Balances;
  - 7.2.6. refuse to open new Accounts for the Strategy Manager;
  - 7.2.7. suspend or freeze open positions in Derivative Financial Instruments;
  - 7.2.8. sell Financial Instruments;
  - 7.2.9. convert any currency;
  - 7.2.10. terminate any other agreement(s) it has with the Strategy Manager;
  - 7.2.11. adjust the Strategy account balance to remove illicit profit.

## 8. FORCE MAJEURE

- 8.1. The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company shall, in due course, take reasonable steps to inform the Strategy Manager. A Force Majeure Event includes without limitation:



- 8.1.1. any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the Financial Instruments;
  - 8.1.2. the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
  - 8.1.3. High market volatility or extreme market conditions;
  - 8.1.4. Technical Problems of Trading Platforms and/or wrong pricing and/or wrong calculations.
- 8.2. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior Written Notice and at any time take any or all of the following steps:
  - 8.2.1. change its costs and fees without notice;
  - 8.2.2. suspend or freeze or close out any or all open positions in Derivative Financial Instruments at such prices as the Company considers in good faith to be appropriate;
  - 8.2.3. suspend or freeze or close the Strategy Account;
  - 8.2.4. suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;
  - 8.2.5. take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Strategy Manager and other clients.
- 8.3. Except as expressly provided in this Agreement, the Company shall not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

## **9. AMENDMENT OF THE AGREEMENT**

- 9.1. The Strategy Manager acknowledges that the Company has the right to modify the terms of the Agreement at any time giving to the Strategy Manager. Any such amendments shall become effective immediately or on the date specified in the notice.

## **10. TERMINATION OF THE AGREEMENT**

- 10.1. Both parties may terminate this Agreement with immediate effect by giving Written Notice to the other.
- 10.2. Any such termination shall not affect any obligation which has already been incurred by either the Strategy Manager or the Company in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any



Transactions and deposit/withdrawal operations made thereunder, any rights which have arisen, existing commitments or any contractual provision which were intended to remain in force after the termination.

- 10.3.** In the case of termination, the Strategy Manager shall pay:
- 10.3.1.** Any pending Profit Share or Transaction Expenses of the Company and any other amount payable to the Company;
  - 10.3.2.** Any dealing expenses incurred by terminating this Agreement and charges incurred for transferring the Strategy Manager investments to another investment firm;
  - 10.3.3.** Any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Strategy Manager behalf;
  - 10.3.4.** Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
  - 10.3.5.** Any damages which arose during the arrangement or settlement of pending obligations.
- 10.4.** Upon Termination, the Company reserves the right to keep Strategy Manager Financial Instruments and/or funds as necessary to pay any pending expenses of the Strategy Manager to the Company.
- 10.5.** Upon Termination, the Company reserves the right to combine and/or consolidate the Balances in the Strategy Account(s) and to set-off those Balances.
- 10.6.** Upon Termination of this Agreement, the Company shall be entitled without prior notice to the Strategy Manager to close the Strategy Account and/or convert any currency and/or suspend or freeze or close any open positions in Derivative Financial Instruments.
- 10.7.** Upon Termination if there is a positive Balance in the Strategy account, the Company shall (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Strategy Manager as soon as reasonably practicable.
- 10.8.** Upon Termination of the present Agreement and the resulting closing of Clients' Investment Accounts, the Strategy Manager shall have a right to receive all such Profit Share and fees payable to the Strategy Manager by the Clients, up to the date of termination.

## **11. REPRESENTATIONS AND WARRANTIES**

- 11.1.** The Strategy Manager represents and warrants to the Company that:
- 11.1.1.** the information provided by the Strategy Manager to the Company is true, accurate and complete and the documents handed over by the Strategy Manager are valid and authentic;
  - 11.1.2.** has read and fully understood the terms of the Agreement including the information in the Appendices;
  - 11.1.3.** is duly authorized to enter into the Agreement and to perform its obligations hereunder;



- 11.1.4. acts as principal and not as an agent, representative, trustee or custodian of someone else (unless he has disclosed this fact to the Company);
- 11.1.5. all actions performed under the Agreement shall not violate any law or rule applicable to the Strategy Manager or to the jurisdiction in which the Strategy Manager is resident, or any agreement by which the Strategy Manager is bound or by which any of the Strategy Manager Assets are affected;
- 11.1.6. the Strategy Manager Financial Instruments and money are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- 11.1.7. the documents handed over by the Strategy Manager are valid and authentic;
- 11.1.8. has chosen the particular type of service and investment objectives, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- 11.1.9. has declared to the Company if the Strategy Manager is a Politically Exposed Person and shall notify the Company if at any stage during the course of this Agreement his/her status shall change.

## 12. LIQUIDATION

- 12.1. The Company reserves the right to liquidate a Strategy Account in the following cases:
  - 12.1.1. There is suspicion of fraud. If this is the case, the Strategy Manager shall be given prior warning about their account being liquidated;
  - 12.1.2. The Strategy Manager has failed to respond to queries from the Company. If this is the case, the Strategy Manager shall be given prior warning about their account being liquidated;
  - 12.1.3. When a Strategy Account is liquidated, the remaining funds shall be automatically transferred to the Strategy Manager personal wallet(s);
  - 12.1.4. At the Company's discretion, subject to giving such notice in writing to the Strategy Manager.

## 13. CONFIDENTIALITY

- 13.1. In order to provide the Services, the Strategy Manager may be given access to the confidential Information. It is agreed and understood that such information must be treated as such by the Strategy Manager. Client Information or other Confidential Information shall not be used by the Strategy Manager for any purpose other than in connection with the provision of the Services. Information of a confidential nature shall be treated as such provided that such information is not already in the public domain or in the legal possession of the Strategy Manager and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by the Strategy Manager.
- 13.2. The Strategy Manager undertakes to keep all and/or any trade strategy confidential and undertakes to immediately notify the Company of any actual, suspected or threatened unauthorized disclosure or use thereof.



- 13.3.** The Strategy Manager shall not at any time (except so far as is necessary and proper in the course of the provision of the Services) or afterwards, disclose or allow to be disclosed to any person any confidential information, and/or any information as to the affairs of the Company or as to any other matters which may come to his knowledge by reason of this Agreement.
- 13.4.** The Strategy Manager understands and agrees that any breach of any of the confidentiality obligations of this Agreement shall cause the Company and/or the Clients immediate and irreparable harm.
- 13.5.** The Strategy Manager may only disclose confidential information (to the extent reasonably necessary) where such disclosure is required by law or court of competent jurisdiction.
- 13.6.** The confidentiality obligations imposed by this Agreement shall survive termination of this Agreement.
- 13.7.** All information, passwords, documents, notes, memoranda, records, tapes, discs, emails, faxes, recorded conversations, writings and designs of the Company or the Client or made or received by the Strategy Manager relating to the business of the Company or the Strategy Account(s) or the Clients shall be and remain the property of the Company and shall be handed over by the Strategy Manager to the Company from time to time on demand, and in any event, upon the termination of the Appointment.

## **14. PERSONAL DATA AND CONFIDENTIAL INFORMATION**

- 14.1.** The Company may collect information directly from the Strategy Manager or from other persons, including but not limited to credit reference agencies and fraud prevention agencies.
- 14.2.** The Company may use or otherwise process the personal information of the Strategy Manager in relation with the provision of the Services.
- 14.3.** The information which the Company holds about the Strategy Manager is confidential and shall not be used for any purpose other than in connection with the provision of the Services. Information of a confidential nature shall be treated as such provided that is not already in the public domain or in the legal possession of the Company and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by the Company.
- 14.4.** The Company has the right to disclose confidential information of the Strategy Manager in the following circumstances:
  - 14.4.1.** where required by law or as requested by regulatory and enforcement authorities, courts and similar bodies which have jurisdiction over the Company;
  - 14.4.2.** to investigate or prevent fraud or other illegal activity;
  - 14.4.3.** when the disclosure shall be made to members of the Company's personnel that require information thereof for the performance of their duties under the Agreement or to any third party in connection with the provision of the Services;
  - 14.4.4.** for purposes ancillary to the provision of the Services or the administration of the Strategy Account, including, without limitation, for the purposes of credit or identification enquiries or assessments;
  - 14.4.5.** at the Strategy Manager request or with the Strategy Manager consent;



- 14.4.6.** to the Company's consultants, advisors, lawyers, auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
  - 14.4.7.** when related to court or other dispute resolution proceedings between the Company and the Strategy Manager;
  - 14.4.8.** where required in compliance with the Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS).
- 14.5.** The Strategy Manager agrees that the Company may pass information about the Strategy Manager in the Company's group and to external companies to help the Company to process and/or analyze it as part of the provision of Services to the Strategy Manager. If the Strategy Manager does not wish the Strategy Manager personal data to be used for such purposes, the Strategy Manager should give Written Notice to the Company.
- 14.6.** The Company may use Strategy Manager Information for the provision of Services, the Company relationship with the Strategy Manager and its business generally (including communicating with the Strategy Manager and facilitating the use of the Website and/or the Company's telephone trading facilities); to carry out credit, anti-money laundering and fraud prevention checks; to exercise and/or defend the Company's legal rights; and to comply with applicable regulations and the requests of regulatory and enforcement authorities in any jurisdiction.
- 14.7.** The Strategy Manager agrees that the details of a Strategy are not considered to be personal data.

## **15. SEVERABILITY**

- 15.1.** If any term of the Agreement (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of the Agreement shall not be affected.

## **16. ASSIGNMENT**

- 16.1.** The Company may assign the benefit and burden of the Agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of the Agreement.
- 16.2.** The Strategy Manager may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Strategy Manager rights or obligations under the Agreement without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term shall be void.

## **17. WAIVER**

- 17.1.** Any liability of the Strategy Manager to the Company under the Agreement may in whole or in part be released, compounded, compromised or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed.



A waiver by the Company of a breach of any of the terms of the Agreement or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of the Agreement or a default under these terms shall not prevent the Company from subsequently requiring compliance with the waived obligation.

- 17.2.** No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under the Agreement.

## **18. GOVERNING LAW AND JURISDICTION**

- 18.1.** This Agreement shall be governed by and construed in accordance with the laws and regulations of Republic of Mauritius and the Financial Services Commission (FSC)
- 18.2.** With respect to any proceedings, the Strategy Manager irrevocably:
- 18.2.1.** agrees that the courts of Mauritius shall have exclusive jurisdiction to determine any proceedings;
  - 18.2.2.** submits to the jurisdiction of Republic of Mauritius courts;
  - 18.2.3.** waives any objection which the Strategy Manager may have at any time to the bringing of any proceedings in any such court; and
  - 18.2.4.** agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Strategy Manager.

## **19. MISCELLANEOUS**

- 19.1.** The rights and remedies provided to the Company under the Agreement or Terms of Business are cumulative and are not exclusive of any rights or remedies provided by law.
- 19.2.** In the event that a situation arises that is not covered under the Agreement, the Company shall resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 19.3.** The Strategy Manager shall indemnify the Company and keep the Company indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which the Company suffers or incurs as a direct or indirect result of any failure by the Strategy Manager to perform any of his obligations under the Agreement.
- 19.4.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior arrangements and understandings whether written or oral with respect to the subject matter hereof and may not be varied except in writing signed by both the parties hereto.
- 19.5.** Nothing in this Agreement shall be deemed to create any relationship of agency, partnership or joint venture between the Company and the Strategy Manager, and the Strategy Manager shall make no such representation to anyone.
- 19.6.** The Company may at its discretion proceed to freeze the ECN Strategy Account if it considers that documents received are not adequate and the Strategy Manager fails to provide the documents within the deadlines advised by the Company. In this case the



account of the Strategy Manager shall be charged a handling fee of \$5 per month or the balance of the account whichever lower until the Strategy Manager provides the Company with the missing information.

- 19.7.** Please bear in mind, that the Company may at its sole discretion change within the hour before the close of the trading session on every Friday, the Stop Out and Margin Call levels from 50% to 100% and from 80% to 130% respectively, for all ECN MT4 accounts. Moreover, kindly note that the Company may extend these amendments for as long as it deems necessary after the market opening, by providing the Client with prior written notice.

## **20. STRATEGY MANAGER DECLARATION**

- 20.1.** The Strategy Manager agrees and understands that the final executed price of each order shall be based on the aggregated volume generated by the Investors (including the Strategy Manager volume) that are following the respective strategy.

- 20.2.** The Strategy Manager solemnly declares that:

**20.2.1.** has carefully read and fully understood the entire text of the above terms and conditions Agreement with which he fully and unreservedly agrees;

**20.2.2.** has read and went through all information provided on the internet regarding the Company, its services offered, relevant fees and costs, client categorization, summary conflict of interests' policy, general risk disclosure and risk disclosure on CFDs and has found all relevant information up to standards.

**20.2.3.** consents and agrees to direct advertising through cold calling, either by phone or personal representation, automatic calls, email or other phone, electronic or digital means by the Company.

**20.2.4.** is over 18 and to the best of his knowledge and belief, the information provided to the Company and any other documentation supplied in connection with this Agreement is correct, complete and not misleading and he shall inform the Company of any changes to the details or information provided.





## APPENDIX 1

### Strategy Account Creation

- While creating a new Strategy Account, the Strategy Manager may transfer funds from another personal account (internal transfer) or other available payment method. These funds shall be used for trading purposes as the initial equity;
- The Strategy Manager's name should not contain any obscene language or any elements that are insulting in nature, including racial, religious, nationalistic and ethnic insults;
- A Strategy Manager can create as many investment strategies as he/she likes, assuming these can reasonably be characterized by a different trading style/risk.
- The Company reserves the right to set a limit of Investor accounts for any particular Strategy Manager. If this limit of Investor Accounts is reached, the Strategy Manager shall be notified by the Company and might not be able to accept new Investor accounts unless additionally notified by the Company. For this period of time the Strategy Manager shall be excluded from the Top-Ranking Strategy Accounts provided on FXTM Invest page.

### MyFXTM Website / Publicity

- Upon Creation each Strategy Account shall have its own web page, with account performance, statistics and personal data, which shall always be available on direct link;
- Link to this web page shall be available in the List of the Strategy Managers accounts;
- The Strategy Manager reserves the right to remove link to his/her page from the List of Strategy Managers accounts;
- The Strategy Manager has the ability not to accept investors at all;
- The Strategy Manager reserves the right to edit his/her personal data;
- The Company may not show link to this page in the List of Strategy Managers accounts if it considers that it contravenes any provisions of the Agreement or if certain conditions are not met (Poor Performance, Account Inactivity, Suspicions of Fraud).

### Wrongful Abuse of FXTM Invest by Strategy Managers

- In case the Company suspects that the Strategy Manager is trying to manipulate the ranking parameters, exploit the system's weaknesses or generally did not act in the best interest of his/her Investors, the Company reserves the right to hide him/her from Strategy Manager Rankings on FXTM Invest page and/or pause and/or terminate the Strategy Account, as well as disconnect Investor Accounts from the Strategy Account;
- In case the Strategy Manager generates high returns with less than Minimum deposit required for the Account type, the Strategy Account can be set to private.

### Payout Interval

- The monthly interval that starts on the day of the Investor's or Foreign Investor's initial deposit and concludes after a 30-day period or at the time of the withdrawal by the Investor or Foreign Investor or at the time of closing of a profitable investment account;
- When the end of the payout interval is reached, the Profit Share is paid to the Strategy Manager automatically, if the Investor's or Foreign Investor's account is found to be profitable compared to the previous interval;



- The end of a Payout Interval designates the beginning of the following Payout Interval.

### **Profit Share**

- At the end of each Payout Interval and/or at the time of withdrawal and/or closing of a profitable investment or foreign investment account, the Strategy Manager shall automatically be paid his/her Profit Share based on the % of the generated profit for the trading interval (subject to a higher watermark);
- At the date when Profit Share is paid, the latest watermark is set;
- The % of Profit Share is set by the Strategy Manager at the time when the Strategy Manager is creating an investment Strategy and this can be edited by the Strategy Manager. Should the Profit Share be edited, the New Fee shall only be applicable for new investment accounts and old investments account shall continue to have the initial Profit Share.

### **Inactivity of Strategy Manager Account**

When a Strategy Manager is inactive for 90 days all Investment Accounts following the Strategy Account shall be disconnected. An email notification shall be sent 5 calendar days before the disconnection of the accounts.

### **Leverage and Equity Requirements**

In order to act in the best interest of the Investors and keep Strategy Managers' and Investors' interests aligned, Strategy Managers shall follow the rules below:

- The Strategy Manager shall keep in the Strategy Account the minimum equity amount as shown on our Website [here](#) in order to be eligible for Investors to follow him/her. In case the Strategy Manager wishes to withdraw funds from his/her strategy account, a minimum equity amount must be left in his/her account.
- The Strategy Manager is allowed to own only one active Investment Account that follows his/her own strategy, and can invest no more than the minimum allowed amount.
- As the amount of funds from followers increases, the Strategy Manager should also increase his/her own funds and decrease the leverage on the Strategy Account. The minimum Strategy Manager Own Funds and Max Leverage requirements will be shown on our Website [here](#). The Company reserves the right to adjust these levels whenever it deems necessary, and to inform the Strategy Manager in advance.
- In case the Investors reached the maximum number of followers' funds then the Strategy Manager needs to move on the next level and to increase his own funds amount and to adjust the leverage on the Strategy Account. In case the Strategy Manager fails to do so, she/he will not be able to get additional funds from followers.

In case the Manager wishes to make a withdrawal, she/he must keep at least the minimum required amount of his/her own funds for his/her current level. The Manager is expected to refer to the table on the Website, which indicates the minimum amounts per level.



## APPENDIX 2

### **Profit Share (as defined in para 2.2):**

- The % of Profit Share is determined by the Strategy Manager at the time of creation of the investment strategy.
- The % of Profit Share can be edited. In such case the new Profit Share shall only be applicable for new investment accounts and for all investment's accounts opened prior to the editing, the % of Profit Share which shall apply shall be the Profit Share in force upon the opening of the account.
- The Strategy Manager shall receive from the Company the % of Profit Share, equal to the % of positive returns of the Investor or Foreign Investor accounts following the Strategy Account.
- The Profit Share is calculated and paid at the end of the Payout Interval.
- In case of partial withdrawal, the Strategy Manager shall receive a Profit Share which is proportionate to the amount of withdrawal, whichever is earlier.
- In the event where the payable Profit Share is < 1 cent USD or < 1 cent EUR, the Strategy Manager shall receive 1 cent USD and 1 cent EUR, respectively.
- The % of Profit Share shall be set out in written format in the Personal Area of the Strategy Manager.