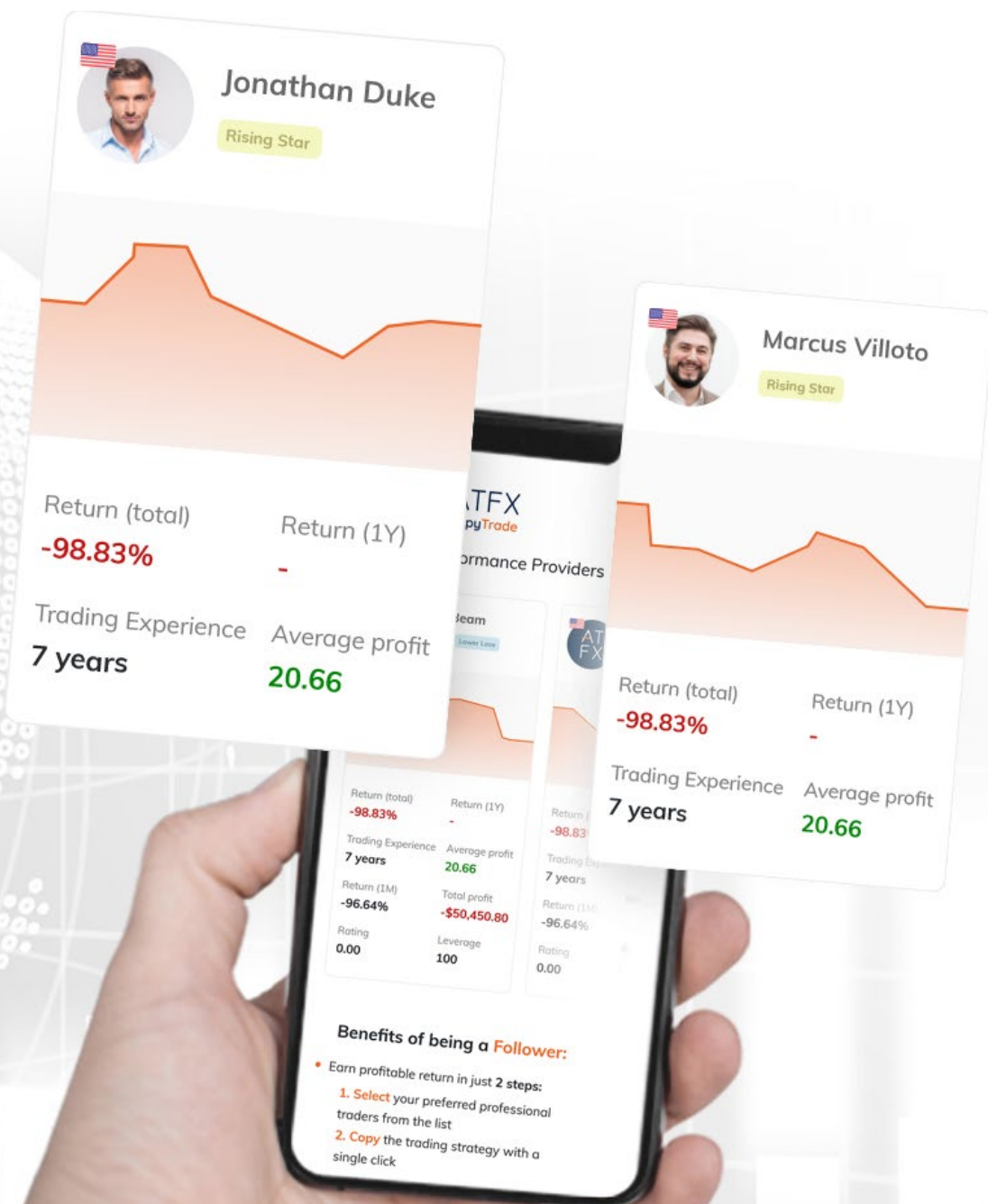


ATFX CopyTrade Service Agreement



Jonathan Duke
Rising Star

Return (total) **-98.83%** Return (1Y) **-**
Trading Experience **7 years** Average profit **20.66**

Marcus Villoto
Rising Star

Return (total) **-98.83%** Return (1Y) **-**
Trading Experience **7 years** Average profit **20.66**

Return (total) **-98.83%** Return (1Y) **-**
Trading Experience **7 years** Average profit **20.66**

Return (1M) **-96.64%** Total profit **-\$50,450.80**
Rating **0.00** Leverage **100**

Return (1M) **-96.64%** Rating **0.00**

Benefits of being a Follower:

- Earn profitable return in just 2 steps:
 - Select your preferred professional traders from the list
 - Copy the trading strategy with a single click



This Agreement has been concluded by and between ATFX and the respective Follower following the initial presentation of the Agreement via the Website and its acceptance thereafter via the execution of the definite actions, which affirm the Agreement to be binding for all the Parties involved. Simultaneously this Agreement is binding for the respective Provider who accepts it via the actions equal to the mentioned herein.

By using this service, I hereby give my consent to below items:

- ATFX CopyTrade Account (CTA) is a new ATFX trading account which is independent of trading accounts from other ATFX services.
- To join ATFX CopyTrade, client must register a new ATFX trading account specifically used as CTA.
- CTA can only be used in ATFX CopyTrade service. It cannot be used in other ATFX trading services.
- As a follower, client can only follow 1 provider each time; as a provider, client can only have maximum 100 followers (if a provider has more, he can contact ATFX CS team to apply for a special permission). ATFX reserves a right to introduce amendments at any time.
- Profit sharing rules: performance fee varies between 0-30%, depends on how providers set in their offers. ATFX reserves a right to introduce amendments at any time.

TERMINOLOGY

Service - the entire service of ATFX CopyTrade developed and maintained by ATFX, which is dedicated for mirroring by the Follower the Provider's Trading operations.

Agreement - the body of legal documentation (including any kind of the Service descriptions, other regulations or legal documents presented to Follower / Provider) related to the Service.

ATFX – AT Global Markets LLC (“ATFX”) a Limited Liability Company in Saint Vincent and the Grenadines with company number 333 LLC 2020. The Registered Office: 1st Floor, First St. Vincent Bank Bldg, James Street, Kingstown, St. Vincent and the Grenadines.

Follower - natural person or legal entity which applies the Service expressing direct intention to authorize ATFX on behalf of the Follower to mirror the Trading operations performed by other customers of ATFX within the Account of the Follower.

Trading operations - exact transactions, decisions and other actions performed by the respective customer of ATFX (Provider) chosen for mirroring by the Follower.

Provider – active customer of ATFX who performs Trading operations chosen for mirroring by the Follower. Provider's history of Trading operations is presented to the Follower by ATFX via Website.

Website – atcopytrade.com

Account – respective Follower's or Provider's account in order to use the Service.

Party/Parties – respective party of current Agreement or respective parties together.

Capital – the funds of the Follower devoted for trading under the provisions of the Agreement.



1. SCOPE OF THE AGREEMENT

- 1.1. Current Agreement (along with the other legal documentation and respective Service descriptions) describes, settles and regulates the legal relations between ATFX and the Follower / the Provider during the provision and usage of Service.
- 1.2. The Service is developed by ATFX in order to provide the possibility for the Follower to gain benefits from the Trading operations.
- 1.3. The Parties acknowledge the place of conclusion of the Agreement as the place of ATFX incorporation.

2. LIABILITY DISCLAIMER

- 2.1. ATFX shall not be liable for any loss, whether such loss is direct, indirect, special or consequential, suffered by Follower as a result of use of the Service, its software or content. Any operations performed by Follower (including choice of the Provider) are done at own risk and the Follower shall be solely responsible for any loss/ damage to any third parties if such occur.
- 2.2. The Provider shall not be liable for any loss, whether such loss is direct, indirect, special or consequential, suffered by Follower as a result of use of the Service, its software or content. Any operations performed by Follower (including choice of the Provider) are done at own risk and the Follower shall be solely responsible for any loss/ damage to any third parties if such occur.
- 2.3. The Follower accepts that during use of the Service mirroring delays may occur which are natural effects of IT software and its infrastructure involving global internet, data transmission between Provider and its Followers. The Follower accepts that during such suspension the overall trading situation may change and result as unintended loss or profit for the Follower. In this case the Follower shall keep ATFX and the Provider indemnified against any claims concerning any losses/ damages suffered, which means that ATFX and the Provider hold no liability towards the Follower concerning the losses/ damages borne.

3. GENERAL PROVISIONS

- 3.1. Status of ATFX
 - 3.1.1. ATFX under the Agreement acts as separate Party, neither undertaking any powers delegated by Follower and/or Provider, nor acting as an agent or authorized representative of any Party. It is settled that ATFX provides the Service solely as the result of its intellectual work, which combines technological, know-how and other solutions of ATFX for Follower's benefits.
 - 3.1.2. ATFX guarantees that it has taken all the necessary and reasonable background checks on the Provider, to collect the most accurate historical data on Provider, and guarantees that the information for the Follower set out within the Website contains a certain trade history of the Provider familiar to ATFX.
 - 3.1.3. ATFX guarantees that it has not rearranged or distorted the Provider's data or any other data of the Provider upon which the Follower makes the decision to mirror the Trading operations.
 - 3.1.4. ATFX guarantees that it shall maintain high standards of confidentiality towards the Follower and/or Provider according to the ATFX's Privacy Policy.

3.1.5. ATFX has been authorized by the Follower to organize all the appropriate technical and organizational conditions for the Follower to be capable to use the Service.

3.1.6. By this Agreement the Follower and the Provider acknowledge the exclusive status and rights of ATFX, which result as ATFX's unilateral ability to administer and moderate Provider's and Follower's Accounts, especially - names, graphics, images, texts and all other content included and related to the use of the Service; to suspend or terminate the Account functionality if the Provider or the Follower violates or does not comply with best behaviour principles in internet or acts unethically, especially if such actions offend legal rights of the third parties or threaten to result as reputation damage to ATFX.

3.2. Status of the Follower

3.2.1. The Follower does not physically execute trading operations. Instead of that the Follower mirrors the Trading operations of the Provider.

3.2.2. The Follower unilaterally and by sole discretion chooses the Provider to mirror grounding on the Provider's historical data of the Trading operations presented via Website. The Follower understands that it is their responsibility to properly evaluate and perform appropriate due diligence on the Provider prior to engaging its services. The Follower has reviewed the Provider's registration, authorizations, regulatory requirements, performance and suitability prior to entering into this Terms and Agreement.

3.2.3. The Follower shall not deem the Service as investment advice. ATFX does not recommend or endorse any Provider(s) and whilst ATFX does not supervise the Provider's past performance, trading activities in the Account or performance in the Account, they will attempt to monitor the Provider's performance against projections.

3.2.4. The Follower understands that the Provider may not be authorized or registered and, therefore, may not be regulated, reviewed or monitored by any regulatory or governmental agency. If the Provider is authorized or registered, the Follower understands that the rules to which the Provider is subject may vary from the rules in the Follower's jurisdiction.

3.2.5. The Follower within the Account has right to establish, modify and terminate his own order transactions regardless the use of the Service and actions of the Provider. In these cases the Follower falls under the respective provisions of legal documentation of ATFX.

3.2.6. The Follower's personal data can be disclosed and accessible to public if the Follower issues permission of his personal data processing. Such permission shall be obtained if Follower fulfils certain requirements set by ATFX within his Account.

3.3. Status of the Provider

3.3.1. The Provider is customer of ATFX who uses respective service of ATFX and expresses the acceptance to become mirrored by the potential Followers.

3.3.2. The Provider does not provide investment advice service and is not employed by ATFX. ATFX has not entered into any legal relations with the Provider as investment advisor.

3.3.3. The Provider has accepted ATFX's Privacy Policy as binding and allows ATFX to process the



personal data of the Provider – especially the Trading operations and previous trading history for the purposes of the Service provision.

3.3.4. The Provider has authorized ATFX to present his trading history to the potential Followers.

3.3.5. The Provider according to the conditions of the Agreement and upon his sole discretion may decide whether his Trading operations are being watched/followed by the Followers. In this case as soon as the Provider activates Provider's Account he simultaneously acknowledges (gives permission of his personal data processing) that his personal data- history of the previously executed trading operations – becomes public and accessible to every third party, including potential Followers.

3.3.6. The Provider is entitled to promote his status in public and demonstrate the total number of Followers and other Provider's performance data.

3.3.7. The Provider shall always act upon the good faith protecting the interests of the Followers, directly dependant on the Provider's activities within the framework of the Agreement, by his best efforts.

4. THE OVERALL SERVICE DESCRIPTION

4.1. The Provider acts upon his own unbounded will and he is free to decide at his own sole discretion which Trading operations to execute. The Follower has no right to affect the Provider's decisions on the upcoming Trading operations and furthermore by this it has been settled that no legal relations between the Follower and the Provider exist.

4.2. The Provider has no right to monitor any Follower Accounts.

4.3. The Follower has right to set the maximum volume in lots at which the mirroring of the Trading operations is executed. Simultaneously the Follower acknowledges the fact that he has become acquainted with the Notice of Risk.

4.4. The Follower has been operating with the set of the IT tools developed by ATFX in order to maintain control on mirroring of the Trading operations during the use of the Service.

4.5. The Follower is charged for commission on each copied or directly opened trade according to the profit-sharing rules set by ATFX. ATFX reserves a right to introduce amendments at any time.

4.6. The Provider according to the information published within the Website shall receive the remuneration. The Follower agrees to pay a weekly performance fee to the Provider when the accumulated net profit from the last profit calculation is positive (deducting any swap, extra commission and mark-up applied). If the accumulated net profit from the last profit calculation is negative, the Provider will not receive any profit until the accumulated net profit becomes positive.

4.7. Under the Agreement the Follower and the Provider authorize ATFX to execute calculations of fees and remuneration, respectively.

4.8. ATFX bares no responsibility if the Follower's account makes a withdrawal request that leads to failure in sharing performance fee.

4.9. The Follower and Provider understand that such payments will not be applied if the margin required for the

open positions at that time is not sufficient or if ATFX sees that such a request may affect the margin required for the open positions, therefore ATFX has the right not to perform the request or to request the closure of any or all open positions.

4.10. The Follower understands and confirms that they hereby authorize ATFX to deduct the agreed percentage directly from the named account number and send it to the Provider's account within 1 working day.

4.11. ATFX bears no responsibility if any stop out occurs caused by sharing performance fee.

5. LIMITATIONS TO THE PARTIES

5.1. The limitation to the Provider

5.1.1. The Provider is not allowed to execute the changes described within the Article 3.3.5 of the Agreement if the Follower holds status of following.

5.2. The limitation to the Follower

5.2.1. As Follower he has to pass through the all of the registration requirements set by ATFX.

5.3. Mutual limitations

5.3.1. Either Follower or Provider may mutually suspend activities as a result causing the situation that (a) upcoming Trading operations are not available to be mirrored for the Followers, (b) upcoming Trading operations do not apply to the Follower's Account.

5.3.2. ATFX has unilateral right upon its sole discretion to terminate the provision of the Service to the Follower if reasonable and justified circumstances occur.

5.3.3. ATFX has unilateral right upon its sole discretion to terminate and modify the status of the Provider towards the Followers if reasonable and justified circumstances occur.

5.3.4. Parties acknowledge that their ID verification process initiated by ATFX may take place after the Party has qualified for certain requirements and policies defined by ATFX. This process is obligatory for the Parties if ATFX applies it individually towards any of them.

6. OBLIGATIONS AND RIGHTS OF THE PARTIES

6.1. The Follower and the Provider agree that they shall:

6.1.1. undertake all responsibility for compliance with legislation, including, but not limited to, currency, tax and other legislations of the country of residence, including full responsibility for commercial activity arising from the use of the Service;

6.1.2. provide true and accurate data to ATFX;

6.1.3. acknowledge the meaning of terms and conditions of the Agreement;

6.1.4. fully understand the consequences of their actions.

6.2. The Parties certify that by no means they shall ever act under the influence of alcohol or drug intoxication. Parties must understand and manage their own behaviour.

6.3. The Follower and the Provider agree that they shall not:

6.3.1. undertake any liabilities or rights on behalf of ATFX;

6.3.2. use ATFX or ATFX CopyTrade trademarks for any individual purposes;

6.3.3. make any guarantees or any claims in connection with payments on behalf of ATFX or ATFX CopyTrade or using the brand name and/or trademark of ATFX or ATFX CopyTrade;

6.3.4. perform any other actions that may cause any damage to ATFX or raise any complaints against ATFX from third parties.

6.4. Should as a result of the Follower's and/or Provider's failure to comply with the Agreement legal proceedings are initiated against the ATFX, all losses suffered by the ATFX shall be fully compensated by respective Party.

6.5. The Follower shall strictly refrain from trading via method of mirroring the Trading operations, if possible losses/ damages might be unacceptable to the Follower and cause heavy personal financial difficulties.

7. GENERAL PRINCIPLES OF CAPITAL DEPOSIT / WITHDRAWAL

7.1. All the transactions related to the deposit/withdrawal of the Capital of the Follower must be executed following the indications of ATFX displayed within the Website.

7.2. Besides the Article 7.1 of the Agreement the process of deposit/withdrawal of Capital is also organized in accordance with the procedures of ATFX, described within other legal documentation/ services descriptions and other relevant information within the Website (for reference see the section "Terminology", term – "Agreement").

8. LIABILITY

8.1. Under the Agreement ATFX undertakes the obligation to adjudicate any reasonable complaint of the Party and issue any appropriate decision.

8.2. By no means is ATFX liable towards any Party for any losses/damages incurred.

8.3. The ATFX shall not be liable for any costs, losses or damages (direct, indirect, accidental, lost profits, etc.) concerning the current Agreement and incurred by any of Parties.

9. RISK NOTICE

9.1. ATFX does not guarantee profit. Positive trading results in the past do not guarantee positive trading results in the future.

9.2. The Follower understands and accepts possible financial losses such as direct losses or lost profit resulting

from the following risks:

- 9.2.1. the risk that the Follower does not have qualification and knowledge for trading and/or for choosing the Provider to mirror;
- 9.2.2. the risk that the Provider's actions and executed Trading operations may not meet Follower's interests;
- 9.2.3. the risk that the Follower may lose control over the Account;
- 9.2.4. the risk that third parties may gain access to Account;
- 9.2.5. the risks related to Force Majeure events such as natural disaster, military activities, strikes, riots, interruptions to the functionality of networks and other IT equipment, interruption of the electricity power, etc.;
- 9.2.6. the risk that the Follower and/or Provider may misunderstand or misinterpret the Agreement;
- 9.2.7. the risk of late notification to ATFX of criminal, fraudulent or any other illegal actions with the Capital which are contrary to the conditions of the Agreement;
- 9.2.8. the risk of unforeseen delays when transferring Capital between Accounts or untimely execution of deposit/withdrawal requests;
- 9.2.9. the risk of unilateral change of the status by any of the Parties according to the Article 5.3.1 of the Agreement.

10. OTHER PROVISIONS

- 10.1. The Agreement commences from the moment it has been accepted by the respective Party.
- 10.2. The Parties acknowledge that the ATFX has a right to introduce amendments to the provisions of the Agreement at any time having given the Party notification. Such amendments shall come into force and become binding for the Party from the date specified in the notification.
- 10.3. By the conclusion of the Agreement the Provider simultaneously grants the permission to process its personal data by ATFX and any third party for marketing purposes and promotion of the Service, including use of the data within charts, surveys, reports, IT software products, web apps, etc. developed by ATFX and used by any third party.
- 10.4. Should one or more provisions of the Agreement become invalid, null and void by any reason, it shall not affect the validity of any other provision herein.
- 10.5. Lost profit claims will not be accepted for ATFX adjudication.
- 10.6. The Parties do not compensate each other for moral damage.
- 10.7. In case of discrepancy between English and other language texts of the Agreement the Parties shall execute measures in order to identify the actual sense of appropriate conditions. In case of mismatch the English text prevails.