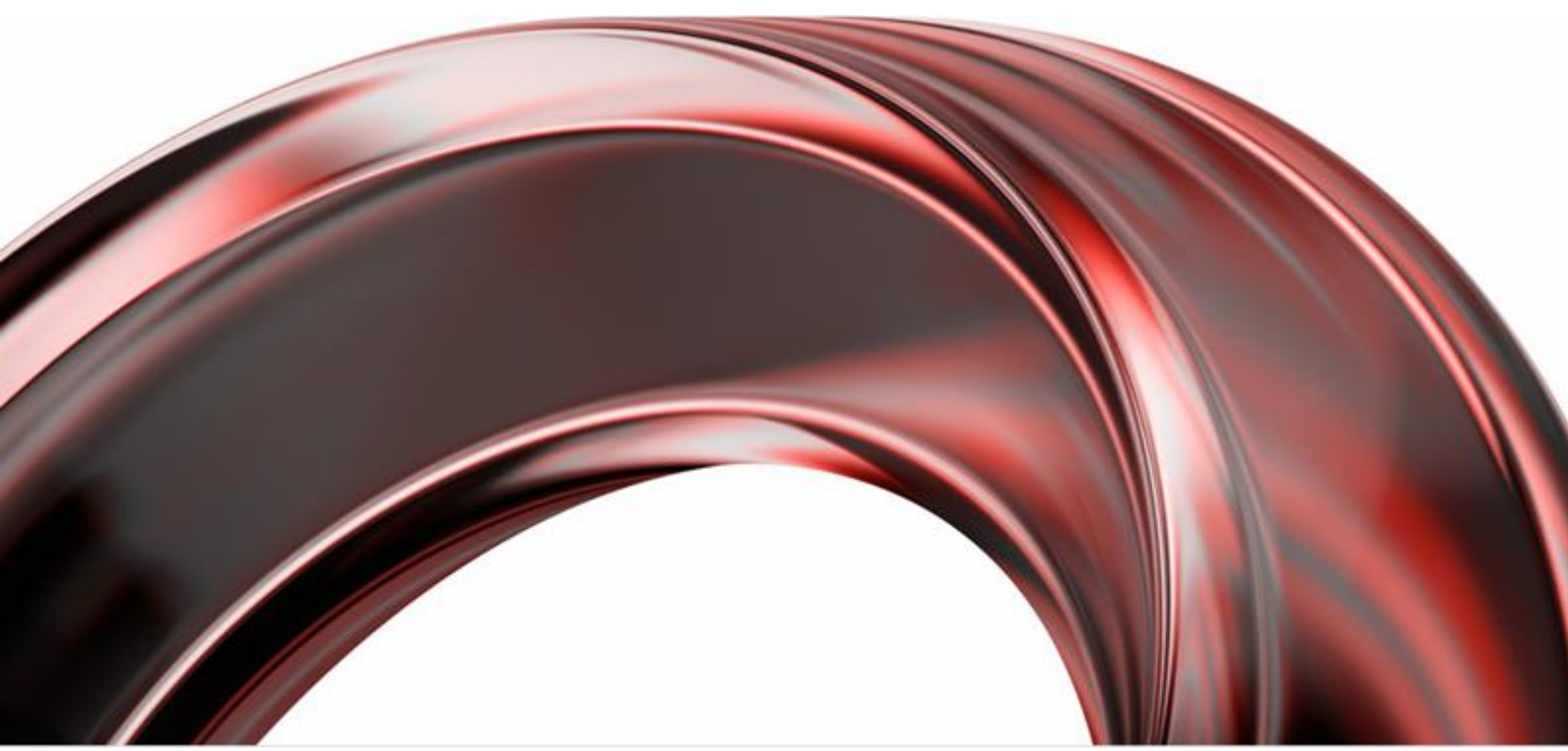




COPY TRADING TERMS AND CONDITIONS

EC MARKETS LIMITED

FSC Regulated Entity – Investment Dealer (Full-Service Dealer, Excluding Underwriting) Licence



1) INTRODUCTION

These Terms and Conditions ("Terms") govern the provision and use of the Copy Trading Program ("Program") offered by **EC Markets Limited** ("EC Markets," the "Company", "we," "us," or "our"). By enrolling as a Trader or Follower in the Program (collectively referred to as "you" or "your"), you agree to comply with these Terms and all applicable laws and regulations, in addition to our General Client Agreement and any other policies applicable to your use of the Program. EC Markets is a licensed and regulated entity by the Mauritius Financial Services Commission. Our registered address is C/o Credentia International Management Ltd, The Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201 Ebène, Republic of Mauritius.

2) DEFINITIONS

- 2.1. **Copy Trading:** A service that enables clients (**Followers**) to automatically replicate the trades executed by approved traders (**Traders**).
- 2.2. **Social Trading:** Interactive platform features enabling users to share insights and follow other traders.
- 2.3. **Trader:** A participant approved by EC Markets who provides trading strategies for copying.
- 2.4. **Follower:** A client who elects to copy the trading strategies of one or more Traders.
- 2.5. **Participants:** Collectively refers to all users of the Copy Trading Program, including both Traders and Followers.
- 2.6. **Account:** A valid trading account held with EC Markets linked to the Copy Trading Program.
- 2.7. **Performance Fees:** Fees paid to Traders based on profits generated for each Follower.
- 2.8. **Copy Trading Services:** The suite of services and functionalities provided by EC Markets under the Copy Trading Program, including automated trade replication and related platform features.
- 2.9. **Platform:** The proprietary or third-party trading interface provided by EC Markets for execution and management of copy trading and social trading services.
- 2.10. **Business Day:** A day other than a Saturday, Sunday or public holiday in the Republic of Mauritius on which banks are open for business.
- 2.11. **Affiliate:** Any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

3) ELIGIBILITY AND ACCOUNT REQUIREMENTS

- 3.1. **Age Requirement:** Participants must be at least 18 years old or the legal age in their jurisdiction.
- 3.2. **Account Verification:** All participants must hold an active trading account with EC Markets and complete the required Know Your Customer (KYC) and Anti-Money Laundering (AML) verification processes.
- 3.3. **Trader Approval:** Traders must apply to join the Program and be approved by EC Markets based on criteria including trading history, strategy performance, and compliance with our standards.

- 3.4. **Trader Selection:** Followers must select Traders to copy based on publicly available performance data and risk ratings provided by EC Markets.

4) PROGRAM PARTICIPATION

- 4.1. **Multi-Trader Copying:** Followers may copy multiple Traders simultaneously, subject to capital availability and risk limits.
- 4.2. **Automatic Replication:** Trades made by Traders will be automatically replicated in Followers' accounts in real-time, without manual intervention.
- 4.3. **Risk Acknowledgment:** EC Markets does not guarantee profits or protection against losses. Followers acknowledge the inherent risks of trading and copy trading.
- 4.4. **Account Control:** Followers maintain full control over their accounts and may stop copying or close positions at any time.

5) FEES, COMMISSIONS, AND PAYMENTS

- 5.1. **Program Fees:** EC Markets charges fees associated with the Copy Trading Program, including but not limited to spreads, commissions, and management fees, which are detailed on our website and in your trading account statements.
- 5.2. **Performance Fees:** Traders may earn performance fees, calculated as a percentage of profits generated for each Follower, as agreed prior to participation and transparently disclosed in the platform.
- 5.3. **Fee Deduction:** All fees and commissions are deducted automatically from the relevant accounts in accordance with the Program's terms.
- 5.4. **Tax Responsibility:** Followers are responsible for any taxes or duties arising from their participation in the Program.

6) RISK DISCLOSURE AND ACKNOWLEDGMENTS

- 6.1. **Capital Risk:** Copy trading involves substantial risk, including the possibility of losing part or all of your invested capital.
- 6.2. **Performance Disclaimer:** Past performance of Traders is not indicative of future results.
- 6.3. **Market Factors:** Market volatility, execution delays, and other external factors may affect trade outcomes.
- 6.4. **Due Diligence:** Followers must conduct their own assessment of risk and suitability before engaging in copy trading.
- 6.5. **Liability Disclaimer:** EC Markets expressly disclaims all liability for losses incurred due to participation in the Program, to the fullest extent permitted by law.

7) TRADE EXECUTION AND TECHNICAL LIMITATIONS

- 7.1. **Market Pricing:** Trades copied from Traders to Followers' accounts are executed at the best available market prices at the time of order placement, subject to prevailing market conditions.

- 7.2. **Execution Variance:** Differences in execution price (“slippage”), latency, and trade volume may cause discrepancies between Trader and Follower trade results.
- 7.3. **Service Disruption:** EC Markets endeavours to maintain uninterrupted service but is not liable for delays or failures caused by system outages, technical faults, or force majeure events.
- 7.4. **Technology Risk:** Followers acknowledge that the Program relies on electronic systems and internet connectivity, which may be subject to disruptions.

8) PROHIBITED TRADING

- 8.1 **Definition:** “Prohibited Trading” means any trading activity or technique which, in the Company’s sole discretion (acting reasonably and in good faith), seeks to obtain a risk-free or otherwise unfair advantage from the Copy Trading Services or from the Company’s pricing and/or execution. This includes, without limitation: latency or arbitrage trading; picking/sniping; opening or coordinating opposite or materially correlated positions (including across strategy-provider/follower, copy, or related accounts, or accounts under common control/beneficial ownership) for the purpose of exploiting price feeds, copy-timing, news volatility, session-open gaps, or market suspensions/restrictions; or any other abusive strategy designed to exploit temporary pricing anomalies. The foregoing is non-exhaustive.
- 8.2 **Detection and Investigation:** Where the Company reasonably suspects that any party to this Agreement (a “Party”) has engaged in Prohibited Trading, the Company may, at its sole discretion and without prior notice, investigate and take protective measures. The Company may rely on data from its pricing, execution and risk-management systems and is not required to disclose proprietary detection methods, thresholds or surveillance parameters.
- 8.3 **Remedies:** Without prejudice to any other rights and subject to applicable law, the Company may, at its sole discretion and without prior notice, do any of the following (without limitation):
- a) suspend or terminate the Copy Trading Services (in whole or in part) and/or the business relationship with any involved Party, with immediate effect;
 - b) suspend, restrict or close any relevant account(s);
 - c) void, cancel or adjust any order and/or transaction reasonably identified as arising from, or benefiting from, Prohibited Trading;
 - d) place any relevant account(s) on “close-only” status and/or freeze or withhold withdrawals;
 - e) reverse, withhold or adjust balances to remove any unfair gain directly attributable to Prohibited Trading and, if such profits have been withdrawn, set off or require repayment from the relevant Party’s account(s) or related accounts; and
 - f) charge a reasonable administrative fee to cover investigation and remediation costs, where permitted by law.
- 8.4 **Notice and Right to Respond:** The Company will notify the relevant Party of its decision and brief reasons as soon as reasonably practicable. The Party may submit representations and supporting evidence within five (5) Business Days of such notice. This does not prevent the Company from taking immediate protective action (including suspension/closure) where the Company considers it necessary to protect clients, the market or the Company.
- 8.5 **Set-Off and Recovery:** The Company may set off any amounts due under this Clause 8 against balances held for the relevant Party with the Company or any Affiliate and may take reasonable steps to recover any shortfall, including by netting or combining balances across related accounts under common control/beneficial ownership, subject to applicable law.

- 8.6 **No Waiver:** Failure by the Company to act on any instance of Prohibited Trading does not constitute a waiver of its rights in respect of any past, present or future instance.
- 8.7 **Compliance with Law and Governing Terms:** All actions under this Clause 8 shall be undertaken in accordance with applicable law and the Company's Terms of Business.

9) RIGHTS AND OBLIGATIONS OF TRADERS

- 9.1. **Ethical Conduct:** Traders agree to conduct trading activities with integrity, avoiding manipulative or abusive practices.
- 9.2. **Data Accuracy:** Traders must ensure the accuracy and completeness of the performance data and risk disclosures they provide.
- 9.3. **Program Enforcement:** EC Markets reserves the right to suspend, restrict, or remove Traders from the Program for violations of these Terms or any unethical behaviour.
- 9.4. **Misrepresentation Prohibition:** Traders shall not engage in actions that artificially inflate performance or mislead Followers.

10) RIGHTS AND OBLIGATIONS OF FOLLOWERS

- 10.1. **Trader Selection:** Followers must perform due diligence before selecting Traders to copy.
- 10.2. **Responsibility:** Followers retain ultimate responsibility for investment decisions, risk management, and account monitoring.
- 10.3. **Account Control:** Followers may stop copying or close copied trades at any time through the platform.
- 10.4. **Information Accuracy:** Followers agree to provide accurate and truthful information during account registration and throughout participation in the Program.

11) DATA PROTECTION AND CONFIDENTIALITY

- 11.1. **Compliance:** EC Markets processes personal data in accordance with applicable data protection laws and our Privacy Policy, available on our website.
- 11.2. **Consent to Data Use:** Participants consent to the use and disclosure of their trading and personal data as necessary for the operation of the Program and compliance with legal obligations.
- 11.3. **Data Security:** EC Markets undertakes reasonable measures to safeguard participant information but cannot guarantee absolute security.

12) INTELLECTUAL PROPERTY

- 12.1. **Ownership:** All intellectual property rights in the Program's platform, software, and materials remain the property of EC Markets or its licensors.
- 12.2. **Usage Restrictions:** Participants may not copy, distribute, modify, or create derivative works without prior written consent from EC Markets.

- 12.3. **Intellectual Property Protection:** Participants agree to promptly notify EC Markets of any unauthorized use or infringement of the Program's intellectual property rights that they become aware of.

13) LIMITATION OF LIABILITY AND INDEMNITY

- 13.1. **Limitation of Liability:** EC Markets shall not be liable for any direct, indirect, consequential, or incidental damages arising from participation in the Program.
- 13.2. **Indemnity:** Participants agree to indemnify and hold harmless EC Markets from claims arising from misuse or breach of these Terms.
- 13.3. **No Warranties:** The Program is provided "as is" without warranties of any kind, express or implied.

14) SUSPENSION, TERMINATION, AND ACCOUNT CLOSURE

- 14.1. **Termination Notice:** Either party may terminate participation by giving written notice.
- 14.2. **Suspension Rights:** EC Markets may suspend or terminate accounts for violation of Terms, fraudulent activity, or regulatory requirements.
- 14.3. **Account Handling:** Upon termination, open positions may be closed or managed according to platform rules.

15) COMPLAINTS AND DISPUTE RESOLUTION

- 15.1. **Complaints Process:** Participants may file complaints through EC Markets' customer support channels. All complaints will be handled in accordance with our internal complaints handling policy, which is available upon request or on our website.
- 15.2. **Dispute Handling:** EC Markets will make every reasonable effort to resolve complaints and disputes amicably and efficiently. If a dispute cannot be resolved internally, it may be referred to mediation, arbitration, or the competent courts of the Republic of Mauritius, in accordance with applicable Mauritian law.

16) AMENDMENTS AND UPDATES

- 16.1. **Right to Amend:** EC Markets reserves the right to amend these Terms at any time. Any changes will be communicated to you through our website or other appropriate channels. Your continued use of the Copy Trading Services after such amendments constitutes your acceptance of the revised Terms.
- 16.2. **Continued Use:** Your ongoing participation in the Program after any updates signifies your acceptance of the revised Terms.

17) MISCELLANEOUS

- 17.1. **Entire Agreement:** These Terms constitute the entire agreement between you and EC Markets with respect to the Copy Trading Services and supersede any prior agreements or understandings.
- 17.2. **Severability:** If any provision of these Terms is held to be invalid or unenforceable, such provision shall be interpreted to best reflect the parties' original intent as closely as possible, and the remaining provisions shall remain in full force and effect.

- 17.3. **Waiver:** The failure of EC Markets to enforce any provision of these Terms shall not be deemed a waiver of such provision or of the right to enforce it at a later time.
- 17.4. **Force Majeure:** EC Markets shall not be liable for any failure or delay in performance resulting from circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, cyberattacks, regulatory restrictions, or technological disruptions.

18) GOVERNING LAW AND JURISDICTION

- 18.1. **Governing Law:** These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Mauritius.
- 18.2. **Jurisdiction:** Any dispute, controversy, or claim arising out of or in connection with these Terms, including any question regarding their existence, validity, or termination, shall be subject to the exclusive jurisdiction of the competent courts of the Republic of Mauritius.
- 18.3. **Regulatory Compliance:** EC Markets reserves the right to take any action it deems necessary to ensure compliance with applicable legal and regulatory frameworks, including suspending or restricting access to the Copy Trading platform where required.

19) ACKNOWLEDGMENT AND CONSENT

- 19.1. **Informed Consent:** By registering for and using the Copy Trading Services, you confirm that you have read, understood, and accepted these Terms in their entirety, and that you acknowledge the inherent risks associated with trading and automated trade replication.
- 19.2. **Client Responsibilities:** You agree to act in good faith, exercise sound judgment, and maintain accurate and up-to-date account information. You are solely responsible for monitoring your account and the performance of the strategies you choose to copy.
- 19.3. **Electronic Communications:** You consent to receive communications, updates, and disclosures related to Copy Trading electronically, including via the trading platform, email, or other secure digital means.

20) SOCIAL TRADING FEATURES

- 20.1. **Overview:** EC Markets may offer social trading functionalities that enable Participants to interact, share insights, and follow the trading activities and commentary of other users through a public or semi-public interface on the platform.
- 20.2. **User Content:** Participants may post trade-related commentary, market analysis, and educational content ("User Content") on the social trading feed. By doing so, Participants grant EC Markets a non-exclusive, royalty-free license to use, display, and distribute such content within the platform.
- 20.3. **Conduct Guidelines:** Participants must conduct themselves respectfully and professionally. The following are prohibited:
- Offensive, misleading, or defamatory statements.
 - Unauthorized financial advice or investment solicitation.
 - Posting misleading performance claims or manipulated content.

- 20.4. **Monitoring and Moderation:** EC Markets reserves the right to monitor, edit, or remove any content that violates these Terms or applicable laws, or that is deemed inappropriate at its sole discretion.
- 20.5. **No Investment Advice:** Information shared through social trading features is not verified by EC Markets and should not be considered professional or personalised investment advice. Past performance is not a reliable indicator of future performance. You should not rely on another user's trading history or shared opinions as a guarantee of future results.
- 20.6. **Responsibility and Risk:** Participants remain fully responsible for their own trading decisions, including any decisions influenced by other users' posts or opinions shared via the social trading interface. EC Markets does not accept any liability for losses incurred as a result of reliance on User Content.

21) ACCESSIBILITY

- 21.1. **Availability of Terms:** The most current version of these Terms and Conditions, along with any related policies, will be available at all times on the EC Markets website.
- 21.2. **User Responsibility:** Participants are responsible for reviewing the Terms periodically to stay informed of any changes or updates.
- 21.3. **Language:** These Terms are provided in English. In the event of any discrepancies between translated versions and the English version, the English version shall prevail.
- 21.4. **Support:** For assistance accessing or understanding these Terms, participants may contact EC Markets' customer support using the contact details provided in Section 23.

22) REGULATORY DISCLAIMER

- 22.1. **Regulatory Status:** EC Markets Limited is licensed and regulated by the Mauritius Financial Services Commission (FSC). The Copy Trading Program is offered in compliance with applicable Mauritian laws and regulatory guidelines.
- 22.2. **User Responsibility and Disclaimer:** Participants are responsible for ensuring their use of the Program complies with the laws and regulations of their jurisdiction. Nothing in this Program constitutes investment advice, a solicitation, or an offer to buy or sell any financial product.

23) CONTACT INFORMATION

For support or inquiries, please contact:

Email: compliance@ecmarkets.mu
Phone: +230 5441 4999
Address: C/o Credentia International Management Ltd
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