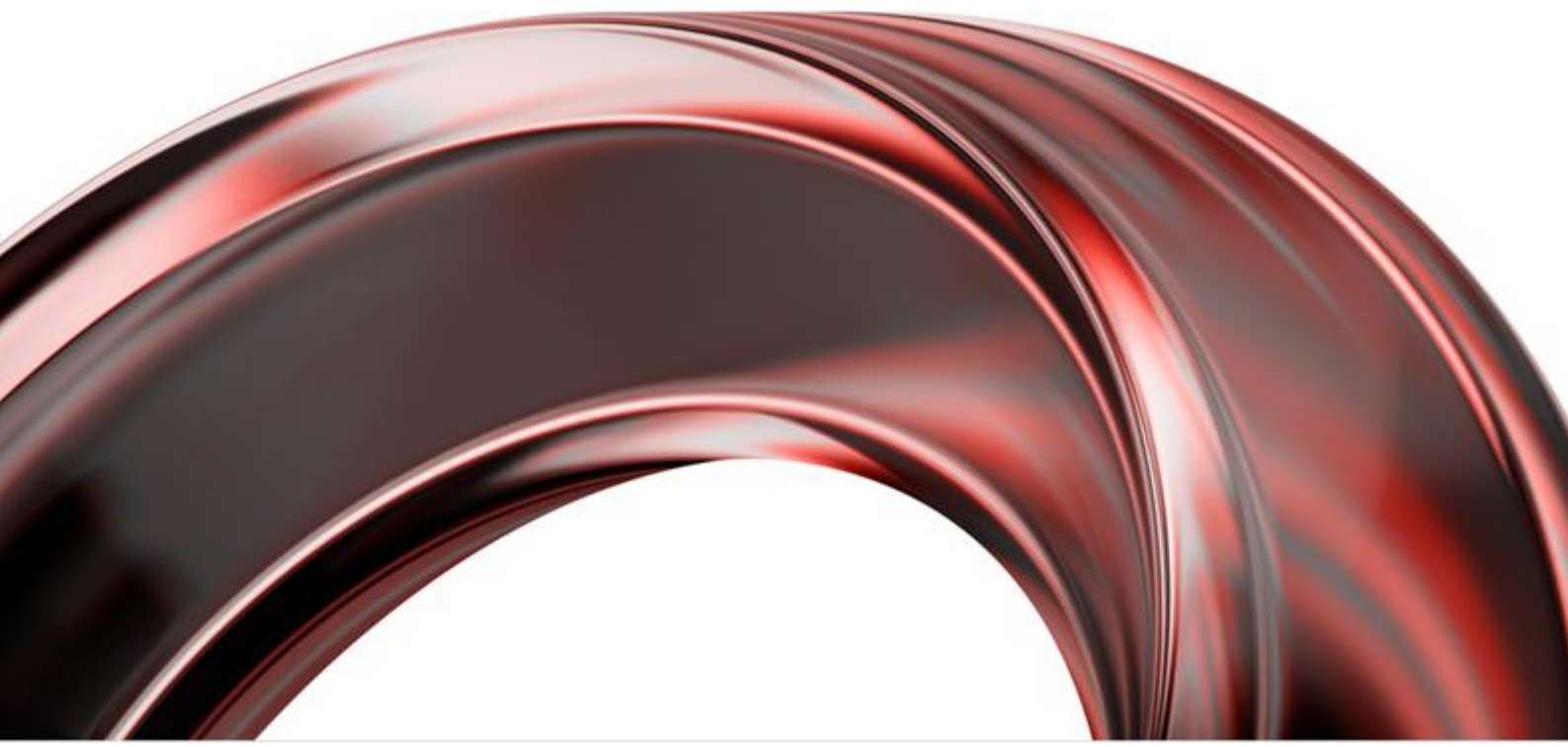




EC AUTOTRADE TERMS AND CONDITIONS

EC MARKETS LIMITED

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



1. INTRODUCTION

These Terms and Conditions (the “Terms”) govern the EC AutoTrade functionality made available by EC Markets Limited (the “Company”, “EC Markets”, “we”, “us” or “our”) to Signal Providers and Followers (together, the “Participants”).

These Terms supplement the Company’s General Client Agreement and any other applicable policies, which Participants acknowledge and accept when opening and maintaining an account with the Company. Schedule A forms an integral part of these Terms and sets out the operating and Performance Fee rules applicable to EC AutoTrade.

2. DEFINITIONS

- 2.1. **EC AutoTrade:** The Company’s automated trade-copying service, enabling Followers to replicate trades executed by approved Signal Providers in proportion to equity, subject to these Terms and Schedule A.
- 2.2. **EC AutoTrade Features:** Interactive platform features available through EC AutoTrade that enable users to share insights and follow other traders.
- 2.3. **Signal Provider:** 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 Signal Providers.
- 2.5. **Participants:** Collectively refers to all users of the EC AutoTrade Program, including both Signal Providers and Followers.
- 2.6. **Account:** A valid trading account held with EC Markets linked to the EC AutoTrade Program.
- 2.7. **Performance Fees or Profit Share:** Fees payable to Signal Providers on qualifying profits from copied trades, calculated under the High-Water Mark method in Schedule A.
- 2.8. **EC AutoTrade Services:** The suite of services and functionalities provided by EC Markets under the EC AutoTrade Program, including automated trade replication and related platform features.
- 2.9. **Platform:** The proprietary or third-party trading interface provided by EC Markets for the execution and management of EC AutoTrade Services, including automated trade replication and related EC AutoTrade features.
- 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.
- 2.12. **Equity:** The value of an account taking account of its balance and unrealised profit or loss, as calculated by the trading system.

- 2.13. **EC AutoTrade Account:** The trading account used by a Follower for the Program. References to an Account include this account where applicable.
- 2.14. **High-Water Mark or HWM:** The reference threshold used to determine whether additional Performance Fees become payable, as described in Schedule A.

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. **Signal Provider Approval:** Signal Providers 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. **Signal Provider Eligibility:** Applicants must hold an active live account, complete identity and address verification and meet the minimum equity requirement set out in Schedule A, Clause A4.2. The Company may apply additional criteria concerning account age, trading history, order numbers, leverage and compliance, as communicated through its application process. Approval remains at the Company's discretion, subject to applicable law.
- 3.5. **Signal Provider Selection:** Followers must independently assess the available performance data and risk information before selecting a Signal Provider. Approval, listing or monitoring by the Company is not an endorsement or guarantee of competence, suitability or future performance.

4. PROGRAM PARTICIPATION

- 4.1. **Copying Arrangements:** Followers may select from the Signal Providers made available to them through the Platform, subject to account configuration, capital availability, risk limits and applicable jurisdictional restrictions. Any facility to copy more than one Signal Provider is subject to the limits displayed on the Platform.
- 4.2. **Automatic Replication and Authorisation:** By selecting a Signal Provider and activating EC AutoTrade, the Follower authorises the automatic opening, closing, placement, modification and cancellation of relevant trading orders without separate confirmation for each instruction. Execution is subject to market conditions, system availability and the limitations in Clause 7 and Schedule A.
- 4.3. **Risk Acknowledgment:** EC Markets does not guarantee profits or protection against losses. Followers acknowledge the inherent risks of trading and using EC AutoTrade.
- 4.4. **Account Control:** While a Follower is actively copying a Signal Provider, the Follower may not manually close individual copied positions. Copied positions will close automatically when the corresponding position is closed by the Signal Provider, subject to market availability and execution restrictions. A Follower may stop copying through the Platform controls. Stopping copying, the treatment of open positions and withdrawals are separate matters governed by Clause 14 and Schedule A.

- 4.5. **Access and Funding:** Participants must complete the account-opening and verification process and fund the relevant account before activating the service. The Company may restrict access to particular Signal Providers, instruments or features according to jurisdiction, account conditions and regulatory requirements.

5. FEES COMMISSIONS AND PAYMENTS

- 5.1. **Program Charges:** Applicable spreads, commissions, financing charges and any other Program charges will be disclosed through the Platform, the Company's website or the applicable fee schedule before they apply. Account statements will record charges incurred.
- 5.2. **Performance Fees:** Signal Providers may earn Performance Fees at the rate disclosed before the Follower begins copying. Calculation, settlement, deductions, rate changes and any allocation to agents are governed by Schedule A, which forms part of these Terms.
- 5.3. **Fee Deduction:** Participants authorise the Company to calculate, deduct and transfer fees in accordance with these Terms and Schedule A.
- 5.4. **Tax Responsibility:** Each Participant is responsible for taxes and duties arising from their participation and any fees or other income received, subject to any withholding or reporting obligations imposed on the Company by law.

6. RISK DISCLOSURE AND ACKNOWLEDGMENTS

- 6.1. **Capital and Leverage Risk:** EC AutoTrade involves leveraged CFDs and is highly risky and speculative. Participants may lose all invested funds and, where permitted under the applicable Client Agreement and legal protections, may incur losses exceeding their initial investment. Leverage magnifies both gains and losses.
- 6.2. **Performance Disclaimer:** Past performance of Signal Providers 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 using EC AutoTrade.
- 6.5. **Liability Disclaimer:** Subject to Clause 13 and applicable law, the Company does not guarantee trading results and is not responsible for losses attributable to market movements or the independent trading decisions of Signal Providers.
- 6.6. **Strategy Risk:** Signal Providers may be inexperienced, have different objectives or financial circumstances, or use strategies that perform well historically but fail in changing markets. Historical returns, risk scores and rankings do not establish future performance or suitability. Followers should assess their financial capacity and risk tolerance and seek independent advice where necessary.
- 6.7. **Account Differences:** Different currencies, leverage, spreads, financing costs, commissions, balances, account types, servers or permitted instruments may cause materially different results.

Deposits, withdrawals, fee deductions and account settings can affect copying proportions. Matching profits, losses, prices, timing or leverage is not guaranteed.

- 6.8. **Margin and Monitoring:** Insufficient equity or margin may prevent execution or cause forced liquidation under the Client Agreement. Followers remain responsible for monitoring exposure and maintaining sufficient funds; automatic copying does not provide capital protection.

7. TRADE EXECUTION AND TECHNICAL LIMITATIONS

- 7.1. **Market Pricing:** Copied orders are executed at the available market price when execution occurs, in accordance with the applicable Client Agreement and execution arrangements. A Signal Provider's original execution price is not guaranteed. Existing positions copied when a relationship begins are subject to Schedule A.
- 7.2. **Execution Variance:** Differences in execution price ("slippage"), latency, and trade volume may cause discrepancies between Signal Provider and Follower trade results.
- 7.3. **Service Disruption:** The Company will use reasonable efforts to maintain service availability. Subject to Clause 13, the Company is not liable for delays or failures caused by events beyond its reasonable control, including network interruptions and 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.
- 7.5. **Execution Limits:** Orders may fail or be delayed because of minimum order sizes, volume limits, insufficient margin, unavailable instruments, market closures, liquidity or technical restrictions. Slippage may be favourable or unfavourable. Stop-loss and take-profit instructions do not guarantee execution at the specified price.

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 EC AutoTrade 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):

- suspend or terminate the EC AutoTrade Services (in whole or in part) and/or the business relationship with any involved Party, with immediate effect;
- suspend, restrict or close any relevant account(s);
- void, cancel or adjust any order and/or transaction reasonably identified as arising from, or benefiting from, Prohibited Trading;
- place any relevant account(s) on “close-only” status and/or freeze or withhold withdrawals;
- 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
- 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, these Terms and the Company’s General Client Agreement.

9. RIGHTS AND OBLIGATIONS OF SIGNAL PROVIDERS

- 9.1. **Ethical Conduct:** Signal Providers agree to conduct trading activities with integrity, avoiding manipulative or abusive practices.
- 9.2. **Data Accuracy:** Signal Providers 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 Signal Providers from the Program for violations of these Terms or any unethical behaviour.
- 9.4. **Misrepresentation Prohibition:** Signal Providers shall not engage in actions that artificially inflate performance or mislead Followers.
- 9.5. **Independent Status and Conflicts:** Signal Providers act independently and are not employees, agents or representatives of the Company merely because they participate in EC AutoTrade. They must disclose relevant interests and conflicts when required by the Company and must not misrepresent their status, promise guaranteed returns or conceal material strategy risks.

- 9.6. **Ongoing Oversight:** The Company may request information and supporting documents, review performance and compliance, and suspend or remove a Signal Provider who fails to meet applicable standards. Such oversight does not amount to endorsement or a guarantee of skill, suitability or results.

10. RIGHTS AND OBLIGATIONS OF FOLLOWERS

- 10.1. **Signal Provider Selection:** Followers must perform due diligence before selecting Signal Providers to copy.
- 10.2. **Responsibility:** Followers retain ultimate responsibility for investment decisions, risk management, and account monitoring.
- 10.3. **Account Controls:** Followers are responsible for using the available Platform controls to stop copying and for checking the resulting account status. While copying remains active, individual copied positions cannot be manually closed by the Follower and will close automatically when the corresponding Signal Provider position is closed, subject to market availability and execution restrictions.
- 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:** To the fullest extent permitted by applicable law, the Company, its officers, employees and affiliates shall not be liable for trading losses or indirect, incidental, special or consequential losses arising from participation in the Program, including reliance on Signal Provider strategies or User Content. Nothing in these Terms excludes or limits liability for fraud, wilful misconduct, gross negligence or any liability that cannot lawfully be excluded or limited.

- 13.2. **Indemnity:** Participants shall indemnify the Company against reasonable losses, costs and third-party claims caused by their unlawful use of the Program or breach of these Terms, to the extent permitted by law. This does not extend to losses attributable to conduct for which the Company remains liable under Clause 13.1.
- 13.3. **No Warranties:** Subject to applicable law, the Program is provided on an “as is” basis. The Company does not warrant uninterrupted availability, identical execution, the accuracy or completeness of third-party information, or the suitability or profitability of any strategy.
- 13.4. **Responsibility for Decisions:** The Company does not provide tax advice or personalised recommendations through Signal Provider listings, statistics or user commentary. Participants remain responsible for independently assessing their decisions. All exclusions and disclaimers elsewhere in these Terms and Schedule A are subject to Clause 13.1 and applicable law.

14. SUSPENSION TERMINATION AND ACCOUNT CLOSURE

- 14.1. **Ending Participation:** A Participant may request termination by written notice or use the available Platform controls to stop copying. The Company may terminate participation by notice, without limiting its immediate suspension or termination rights under these Terms.
- 14.2. **Suspension Rights:** EC Markets may suspend or terminate accounts for violation of Terms, fraudulent activity, or regulatory requirements.
- 14.3. **Open Positions and Settlement:** Upon termination, existing positions will be closed or remain open for management in accordance with the applicable Platform termination process and the Client Agreement. Fees accrued under Schedule A remain payable. A termination request does not guarantee immediate execution or remove exposure before positions are actually closed.

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 shall be subject to the exclusive jurisdiction of the competent courts of the Republic of Mauritius, in accordance with Clause 18.

16. AMENDMENTS AND UPDATES

- 16.1. **Amendments:** The Company may amend these Terms, Schedule A and the available service features, subject to applicable law. Changes will be communicated through the Platform, website, email or another appropriate channel. Material changes to fees or operating conditions will be notified before they take effect, except where immediate action is required by law or necessary to address an urgent security or market risk; in such cases notice will be given as soon as reasonably practicable.
- 16.2. **Effective Date and Continued Use:** Notices will state the effective date of the change. Continued use after that date constitutes acceptance, subject to applicable law. Participants may discontinue the service before a change takes effect, subject to settlement of existing trades, fees and liabilities.

Changes to Performance Fee rates will not retrospectively alter fees already accrued.

17. MISCELLANEOUS

- 17.1. **Contractual Documents:** These Terms, including Schedule A, supplement the General Client Agreement and applicable policies. They supersede previous EC AutoTrade program terms. For service-specific operational and Performance Fee matters, these Terms and Schedule A prevail over inconsistent general program descriptions; Schedule A governs the detailed calculation and settlement mechanics. Mandatory law prevails in all cases, and the General Client Agreement continues to govern matters not specifically addressed here.
- 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 Platform where required.

19. ACKNOWLEDGMENT AND CONSENT

- 19.1. **Informed Consent:** By registering for and using the EC AutoTrade 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 EC AutoTrade electronically, including via the trading platform, email, or other secure digital means.

20. EC AUTOTRADE FEATURES

- 20.1. **Overview:** EC Markets may offer EC AutoTrade 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 EC AutoTrade 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 EC AutoTrade 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 EC AutoTrade 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 as an Investment Dealer (Full-Service Dealer, Excluding Underwriting), licence number GB21200130. Access to EC AutoTrade is subject to applicable legal and regulatory requirements.

22.2. **Service Description:** Participants must ensure that their use of EC AutoTrade complies with the laws applicable to them. EC AutoTrade facilitates automated replication of independently selected Signal Providers' trades. Listing a strategy or providing performance information does not constitute personalised investment advice, an endorsement or a guarantee. Nothing in these Terms removes any regulatory obligation applicable to the Company.

23. CONTRACT INFORMATION

For support or inquiries, please contact:

Email: compliance@ecmarkets.mu

Address: C/o Credentia International Management Ltd

The Cyberati Lounge, Ground Floor

The Catalyst, Silicon Avenue

40 Cybercity

72201 Ebène

Republic of Mauritius

SCHEDULE A – OPERATIONAL RULES

This Schedule forms part of the EC AutoTrade Terms and Conditions. It sets out the detailed operating rules for trade replication, Performance Fees and Signal Provider approval. Capitalised terms have the meanings given in the main Terms. In the event of an inconsistency, the main Terms prevail except that this Schedule governs the detailed operational and Performance Fee mechanics.

A1 TRADING THROUGH EC AUTOTRADE

After registering on the Platform, a Follower may log in using the relevant account credentials. Before copying trades, the Follower must ensure that the EC AutoTrade Account has sufficient funds.

Once a Signal Provider is selected, trades may be executed automatically without separate confirmation before positions are opened. Trades below the applicable minimum amount will not be opened or executed. When EC AutoTrade is active, positions are opened and closed in the Follower's EC AutoTrade Account in proportion to equity.

The Platform may apply minimum and maximum investment amounts, limits on the number of Signal Providers that may be copied, minimum trade quantities, maximum permitted investment amounts and other limits displayed through the Platform.

A2 REPLICATION OF EXISTING AND NEW TRADES

When EC AutoTrade is active, trades are replicated as follows:

- A2.1 The Follower's EC AutoTrade Account follows the opening and closing of the relevant Signal Provider's positions in proportion to equity.
- A2.2 Existing open positions of the selected Signal Provider are copied by default when copying begins. Those positions are opened at the prevailing available market price at the time of copying, rather than at the Signal Provider's original entry price. If the relevant market is closed, execution will be attempted at the first available price when the market reopens, subject to margin, liquidity and other execution restrictions.
- A2.3 New positions are intended to be opened as close as practicable to the Signal Provider's trade, but actual execution may be delayed by data-transmission latency, market conditions, system availability or other execution factors.
- A2.4 Relevant instructions and actions, including stop-loss orders, take-profit orders and trade closures, are replicated automatically and reflected in the Follower's account, subject to execution conditions. If a Signal Provider extends a stop-loss level, that change is reflected automatically without that change itself altering position size. While copying remains active, a Follower may not manually close an individual copied position. The Company may introduce or amend features in accordance with Clause 16 of the main Terms.

A3 PERFORMANCE FEE AND HIGH-WATER MARK

- A3.1 A Follower agrees to compensate the Signal Provider through the Performance Fee model. The Performance Fee determines how Signal Providers are remunerated for qualifying gains generated from copied trades.

A3.2 A Signal Provider may set a Performance Fee rate between 0% and 99%. The applicable rate is applied to the Follower's qualifying gains in accordance with the High-Water Mark (HWM) method. A Signal Provider may request a rate change through Customer Support. Any approved change may apply to existing and new Followers only after advance notification and from the stated effective date, in accordance with Clause 16 of the main Terms.

Example: If the Performance Fee rate is 10% and the Follower has qualifying gains of USD 1,000 under the HWM method, the Signal Provider will receive a Performance Fee of USD 100.

A3.3 A Performance Fee is payable only where the Signal Provider generates qualifying gains for the Follower under the HWM method. No Performance Fee is payable in respect of losses.

A3.4 The HWM is the highest profit level previously used as the threshold for Performance Fee assessment for the relevant Follower and Signal Provider copying relationship. At the weekly or monthly settlement, the current floating profit level must exceed the HWM for a Performance Fee to be payable. The Performance Fee is calculated on the positive difference between the current floating profit level and the HWM. If the current floating profit level is equal to or below the HWM, no Performance Fee is payable.

A3.5 The current floating profit level comprises the net realised profit or loss on closed copied positions and the net unrealised profit or loss on open copied positions. Where a Performance Fee becomes payable, the current floating profit level immediately before the fee deduction becomes the new HWM.

A3.6 During normal copying, the system assesses and settles Performance Fees for the preceding period at 24:00 on the final day of each week (for weekly cycles) or month (for monthly cycles), based on MetaTrader 4 server time. Processing is completed no later than 24:00 on Wednesday for weekly cycles or 24:00 on the fifth day of the following month for monthly cycles. Server time is GMT+3 during daylight saving time and GMT+2 during standard time.

A3.7 If the copying relationship ends because the Follower stops copying, the signal ceases publication, the EC AutoTrade Account is frozen or for another reason, the system will promptly assess and deduct any Performance Fee payable. Payment to the Signal Provider follows the applicable settlement cycle, subject to lawful holds and account restrictions. Stopping copying does not extinguish accrued fees or liabilities.

A3.8 Where payment of a Performance Fee by a Follower or a deposit by the Signal Provider causes the applicable equity ratio to exceed its previous level, the system may automatically partially close the Follower's open copied positions to help maintain a relatively stable copying ratio and reduce the likelihood of liquidation.

A3.9 Followers may transfer funds into the EC AutoTrade Account while holding copied positions. When the account is not copying, transfers into and out of the account are supported, subject to the Client Agreement, available funds and applicable compliance and margin restrictions. Transfers out while copying remain subject to the Platform's applicable transfer restrictions.

A3.10 If a Signal Provider enables agent profit sharing and a Follower has an eligible linked agent, the system will allocate the applicable agent share from that Follower's Performance Fee. The allocation uses the same HWM basis, settlement cycle and timing as the corresponding Signal Provider's fee and does not add a separate charge to the Follower's disclosed Performance Fee. Where there is no eligible linked agent or agent profit sharing is not enabled, no agent allocation is made.

A4 BECOMING A SIGNAL PROVIDER

- A4.1 The Company may apply procedures to maintain the knowledge, competence, transparency and integrity expected of Signal Providers. Signal Providers must act honestly, fairly and professionally in their EC AutoTrade conduct and activities. The Company may require disclosure of interests or conflicts of interest and may request relevant information or supporting documents.
- A4.2 An applicant to become a Signal Provider must:
- a) hold an active live trading account with EC Markets;
 - b) meet the minimum equity requirement of USD 1,000 or its equivalent in another currency;
 - c) satisfy the applicable requirements relating to trading orders, account age, leverage and other criteria communicated through the application process;
 - d) complete the identity-verification process, including providing valid proof of identity and proof of address where required; and
 - e) acknowledge and accept these Terms, provide accurate and truthful information and comply with the requirements applicable to Signal Providers.
- A4.3 Each Signal Provider application and signal will be assessed and reviewed. The assessment may consider trading experience, performance history, regulatory compliance, the nature and sensitivity of signal content and other relevant factors. Approval, rejection, suspension or termination is at the Company's discretion, subject to applicable law.
- A4.4 Signal Providers must follow ethical trading practices, comply with applicable laws and regulations, maintain professional standards and avoid conduct that is manipulative, misleading or inconsistent with these Terms. The Company may periodically review Signal Provider performance, knowledge and compliance and may suspend, restrict, disqualify or terminate a Signal Provider who fails to meet the applicable requirements or acts in bad faith.
- A4.5 The Company may amend its Signal Provider procedures and requirements in accordance with Clause 16 of the main Terms.