

# **CLIENT AGREEMENT**

## **COPY TRADING**



## The Client Agreement of COPY TRADING

The Client Agreement is entered by and between you and Fxlink Co., Ltd, (hereinafter referred to as “Company” or “FXLINK ” or “we”, “us”) a registered company organized under the laws of United Kingdom, its successors and assigns. This The Agreement sets out the specific terms that will apply to you when using the Copytrading service. The terms of this The Agreement are integral part of the Client Agreement.

1. FXLINK offers a copy trading service which allows you to copy trades of FXLINK traders that have agreed to be copied (“Providers”). You can choose to copy the orders in an account of a single or multiple Providers by opening an Investor account. FXLINK may, at any time, and in its sole discretion, deny you the option to open an Investor account or limit the number of Providers to be followed. Investor and Provider accounts are CopyTrading sub-accounts.

2. FXLINK provides you with the ability to interact, follow and copy other traders, by providing you with the information on Providers. The information includes Providers’ methods, rating, fee, results of activity, recommendation on the amount the investor may add to their account, etc. that may be useful to you when deciding whether to copy such Provider. By agreeing to be copied by FXLINK traders, Providers hereby agree the above information as well as their initials and avatars will be displayed and shared with FXLINK traders.

3. The copy trading service may result in trades in a number of financial instruments. Each trade opened on your behalf as part of the copy trading service will usually be classified under the same asset class as classified in the copied account.

4. Providers have a right to display a recommendation on the amount you may add to your account to get the best results out of the Providers’ strategy when you follow them. This recommendation does not constitute an investment advice and provided by Providers solely for informational purposes. You must make your own decision regarding the amount.

5. Our copy trading service may amount to a form of discretionary investment management. This means that, before you can engage in copy trading, you need to assess whether copy trading is a suitable investment tool for you.

### 6. Limitations to our copy trading service

6.1 We do not provide personalised investment recommendations, investment advice, tax related advice or other financial related advice of any kind. Any explanation or information which we give to you as part of a copy trading, or about the performance of the copy trade is not intended to be, and should not be considered as advice. This information is provided by us solely for informational purposes.

6.2 You should use any information gathered from our website or platform as a starting point for your own independent research and investment decision making. However, you should not make investment decisions based on information provided on the FXLINK website and platform.

6.3 We will take reasonable steps to monitor the performance of any Provider under the copy trading service. We reserve the right to pause, stop, or block any Provider from being copied under the copy trading service.

## 7. The key risks of copy trading

7.1 In making a decision to copy a specific trader or traders, methods and/or portfolio, you should consider your financial situation, including your financial commitments. You should understand that copy trading is highly speculative and that you could sustain significant losses exceeding the amount used to copy a trader or traders as a result of the following:

(a) it will involve automated trading execution whereby trades are opened and closed in your account without your manual intervention;

(b) if you manually modify or close an order generated by the copy trading service, you may achieve a materially different result than the Provider that you copied;

(c) copied trades in amounts lower than the minimum trade will not be opened;

(d) cash-out and withdrawals by the Provider when you are using the copy trading service may also generate a materially different result than the Provider's that you copied as it may affect the copy trading proportions. This is due to a number of different factors including starting account balance, minimum trade size, the Investor's account settings, differences in spread, interest and investment price at time of investment, and also the difference in fees that may be incurred;

(e) following/copying the trading decisions of inexperienced and/or unprofessional traders;

(f) following/copying traders whose ultimate purpose or intention, or financial status may differ from yours;

(g) trading may generate a materially different result than the Provider's that you copied considering differences in spread and other conditions.

7.2 We are unable to provide any guarantee as to the performance of any particular investment, account or methods.

7.3 Performance, statistics, rating and any other information with respect to FXLINK traders under our copy trading service are not reliable indicators of future performance. We do not represent or guarantee that you will achieve profits or losses similar to those shown on the Provider that you are copying.

## 8. Placing an order

8.1 Before you enter into the copy trade, you will need to allocate the amount of money you would like to put towards that copy trade. Such amount shall be allocated in transactions at the same proportion as it is allocated in the copied account. We will then automatically execute that order for you, which means we will not obtain your confirmation before we do this. The opening of such transactions shall not require any prior consultation, consent or approval. This will be done on a pro rata basis with the



same products and the same trading instructions (unless such action would be in contravention of Applicable Law). For example, we may start copy trading, stop copy trading and/or pause the copying of Provider and set limits to any position etc.

8.2 There are a number of order restrictions when copy trading, including on the minimum and maximum amount that can be invested in any FXLINK trader that you copy, the minimum amount on any single copy trade, and the maximum number of traders that you can copy.

8.3 When you are using our copy trading service, you can copy only new trades which are opened after you begin to copy the Provider's account. This means that we will not copy any trades in the trader's account which were entered into before this point.

8.4 When you are copying trades:

(a) we will open your positions at the same time as the trades being copied; and

(b) all instructions and actions related to the copied trade will automatically be replicated in your FXLINK account (subject to the trade size as explained above), including stop losses, take profits and the closing of trades. For example, if Providers that you are copying extend their stop loss by adding more funds to their account then your stop loss will be adjusted automatically to reflect this. However, your position amount will remain the same as its initial amount.

8.5 The copy trading service has a number of other functionalities that we may make available to you from time to time. However, we may add, remove, or change the availability and features of these functionalities, at our discretion. This may impact how you can use the copy trading service, for example whether you can copy all trades or only new trades of a trader.

## 9. Fees and costs

9.1 Providers have the right to stipulate and charge the FXLINK traders with the fees, which may be amended at any time by Provider's sole discretion. Providers hereby acknowledge that it is their sole responsibility to determine whether, and to what extent, any taxes apply to any transactions they conduct through our Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

9.2 When you place a copy trade, you agree to be charged by the fees of the Provider you have chosen for copying.

9.3 Accounts with zero balance are not eligible to follow Providers and are automatically detached after a grace period of 48 hours. To avoid detachment, ensure that your account balance is above zero before the end of the grace period.

10. Liability Subject to Applicable Law, neither FXLINK nor any affiliates or associate third parties will be liable for any losses arising from:

(a) actions taken by us in order to carry out your written or spoken instructions;

(b) decisions or actions taken by Provider that you have chosen to copy; and/or

(c) specific investment decisions or actions taken or omitted in good faith by any copied account methods. The Company is committed to ensure continuity of the services. However, The Company assumes no responsibility for any error, omission, deletion, interruption, delay, defect, in operation or



transmission, communications line failure, theft or destruction or unauthorized access or alteration of the site or services. The Company declines the responsibility for any problems or technical malfunction of any networks or lines, computer online systems, servers or providers, hardware or software, or any technical failure because of technical problems or traffic congestion on the Internet, the site or any Service. To the extent permitted by applicable law, in no event shall we be liable for any loss or damage arising from use of the site or services for any content posted on or through the site or services, or the conduct of all users of the site or services.

The Agreement 2 to the Client Agreement Terms and Conditions for Using One-Click Trading Function This The Agreement to the Client Agreement is entered by and between you and Fxlink Co., Ltd (hereinafter referred to as "Company" or "FXLINK" or "we", "us") a registered company organized under the laws of United Kingdom, its successors and assigns. This The Agreement sets out the specific terms that will apply to you when enabling One-Click Trading mode. The terms of this The Agreement are integral part of the Client Agreement. The One Click Trading mode for order submission ("One-click trading") is a one-step process. Using the One Click Trading mode, your order will be submitted when you single-click either bid (SELL) or ask (BUY) rate buttons. It is important to note that you will not have a chance to cancel the order and you will not be able to change your order once you have selected your buy or sell price. A market order will be promptly filled after submission and you will have entered into a binding transaction. Please take care when using one-click trading feature, as there is an increased possibility that you could unintentionally submit an order. By enabling One-Click Trading Function, you agree to accept all risks associated with the use of the order submission mode you have chosen, including, without limitation, the risk of errors, omissions or mistakes made in submitting any order. You agree that you will not hold FXLINK liable for any losses, damages and/or costs suffered by you arising out of any act associated with the use of the order submission mode you have chosen. You can activate or deactivate One Click Trading mode.

Execution Slippage Slippage refers to all situations in which Client receives a different trade execution price than intended. Slippage occurs when the bid/ask spread changes between the time the order is requested and the time Client executes the order. When the order is sent for execution, the specific price requested by the Client may not be available. In this case, the order will be executed close to the Client's requested price. Slippage happens during high periods of volatility, such as during breaking news or economic data releases. Client should know that 'slippage' is a normal market practice and Company is not responsible for it in any way. The Company assumes no responsibility for slippage occurred because of any problems or technical malfunction of any networks or lines, computer online systems, servers or providers, hardware or software, or any technical failure because of technical problems or traffic congestion on the Internet or the website

