



CopyTrade Agreement



CopyTrade Agreement

By utilizing the CopyTrade platform, you agree to be bound by the following terms and conditions. This is a legal agreement between you and Graphenefx Markets Inc for use of the website, data Graphenefx Markets Inc electronic trading platform (CopyTrade), and products and services which you selected or initiated, which may include the CopyTrade trading platform and signal providers. The CopyTrade platform is an auto-trading system. The CopyTrade platform receives trading signals from third-party signal providers (Traders). Once the signal is received, Graphenefx Markets Inc validates the signal and confirms whether it is consistent with the Investor's account settings and preferences. If the signal is accepted, Graphenefx Markets Inc sends the trading signal for execution.

1. Terms

The terms used in this Agreement are interpreted as indicated hereinbelow. If some of the terms are not described in this Agreement, they are interpreted according to the "Customer Agreement" of Graphenefx Markets Inc

1.1 Company – Graphenefx Markets Inc. Address: 2118 Guava Street, Belize Belama Phase 1, Belize City, Belize

1.2 Client – an individual or a company, which concluded the corresponding Customer Agreement with the Company and has an open trading account.

1.3 CopyTrade – a copy trading investment platform provided by the Company.

1.4 Trader – the Company's client, who registered a Trader's account. Trading operations on a Trader's account are signals for executing orders on Investors' accounts.

1.5 Investor – the Company's client, registered as an Investor and who copies the Trader's orders, gets % from the Trader's profit.

1.6 Offer – an electronic form of a Traders' public offering, according to which an Investor can subscribe to copy trading signals. The offer can not be considered as a formal agreement between an Investor and a Trader as it just describes conditions of their cooperation within the framework of CopyTrade.

2. Risk Disclosure

2.1 An Investor and Trader agree with the fact that participating in CopyTrade is associated with risks. An Investor and Trader fully accept the risk of possible losses, that can occur as a result of the activity of a Trader during the chosen Offer. The Company does not provide investment advice, nor provide any personalized investment recommendations and/or advise Client on the merits of any investments. A Trader performs trading operations on his own behalf, on his own account, and at his own risk.



2.2 An Investor accepts the risk of the fact that the execution price of orders on this account may differ from the execution price on account of a Trader due to Market execution. The Company doesn't compensate a possible difference in profit/loss and commission for such transactions.

2.3 An Investor accepts risks associated with the fact that a Trader may not have a license confirming his qualification.

2.4 An Investor accepts risks of possible losses due to the fact that the Trader may partially close his position and it will lead to the closing of his current position and instant opening of a new position on the account of an Investor. The new position on the account of an Investor will be of equal relative size to the position of Trader.

2.5 An Investor accepts risks that the total margin requirements for accounts of a Trader and an Investor may differ.

2.6 An Investor accepts possible risks of losses or lost profit that may occur due to rounding of values when using flexible settings of volume during copying of transactions of a Trader.

2.7 An Investor accepts the risk of possible losses or lost profit that may occur due to incorrect settings of copying, as well as the inability to edit settings after connecting to Trader's Offer.

2.8 An Investor accepts the risks of losing money notwithstanding the activated and set stop loss or take profit. These parameters may trigger by the amounts different from what was set. It may happen due to the market conditions and the level of risk per Trader.

2.9 A Trader accepts risks of the fact that Investor may not have enough experience and knowledge that may affect results of trading on Investor's account and Trader's commissions.

2.10 A Trader accepts risks of non-receiving the total amount of commission because of the fact that an Investor may not have sufficient funds for performing such operation. The Company bears no responsibility and doesn't compensate the difference in commission in such cases.

2.11 Volatility or illiquidity in the Forex markets may prevent orders from being executed at advantageous prices, or at all. Graphenefx Markets Inc shall not be liable to any person for any losses, damages, costs, or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental, or consequential damages) occurring because trades cannot be executed due to market conditions. A Trader accepts risks of non-receiving commission because of the fact that the Investor may not have sufficient funds for executing an order. The Company bears no responsibility and doesn't compensate non-executed orders for such cases.

2.12 The Company recommends that Investors should be cautious when using a mobile device for trading or receiving data from the CopyTrade platform. Handheld mobile devices that depend on wireless connectivity, are subject to the limitations of 3G, WiFi, and GPRS network restrictions. Graphenefx Markets Inc shall not be liable to any person for any losses, damages, costs, or expenses



(including, but not limited to, loss of profits, loss of use, direct, indirect, incidental, or consequential damages) resulting from the Investor's use of a handheld mobile device.

3. Responsibilities of parties

3.1 Responsibilities of an Investor.

3.1.1 Participation in CopyTrade as an Investor implies the absolute acceptance of this Agreement. An Investor confirms the fact that he has carefully studied the Customer Agreement, this Agreement, and the conditions of the Offer he chose.

3.1.2 An Investor accepts the fact that a Trader's profitability over the past periods does not guarantee the same results in the future.

3.1.3 An Investor accepts that the minimum deposit specified in a Trader's Offer is just the minimum threshold required to connect to a Trader's Offer.

3.1.4 An Investor agrees that Traders can use any trading strategy. Traders perform trading operations, using their own funds; they are not a trustee of Investors' funds and don't provide them with consultations.

3.1.5 An Investor assumes responsibilities for having enough funds on his account to execute orders and sustain positions regardless of whether they were copied, opened manually or by an Expert Advisor.

3.1.6 An Investor agrees to pay Traders a fixed 5% commission from their profit. The rest 95% of earned money will stay in the Investor's account.

3.2 Responsibilities of a Trader.

3.2.1 Participation in CopyTrade as a Trader implies the absolute acceptance of this Agreement. A Trader confirms the fact that he has carefully studied the Customer Agreement, this Agreement, and the conditions of the Offer he chose.

3.2.2 A Trader confirms the fact that his trading experience and practical skills allow him to perform trading operations in order to provide Investors with trading signals.

3.2.3 A Trader accepts that ignorance or misreading of this Agreement and/or Offer conditions doesn't release him from responsibility for financial results of his trading activity and/or risks.

3.2.4 A Trader accepts the risk of the fact that the execution price of orders on the Investor's account may differ from the execution price on his account. The Company doesn't compensate a possible difference in Trader's commission for such transactions.

3.2.5 A Trader accepts the fact that an Investor can close and modify transactions on his account,



which he copied from a Trader's account. The Company bears no responsibility for that and doesn't compensate a possible difference in a Trader's commission for such transactions.

3.2.6 When you join the CopyTrade as a trader, you agree to publish the content that complies with the following rule: - It is forbidden to mention the names, logos, or any information related to communities, websites, shops, and companies. If you do not meet this requirement, we will consider your content to be an advertisement and ban you from using the application.

3.2.7 A Trader confirms that the commission from Investors' profit is fixed at 5%.

3.2.8 A Trader will be available for copiers in the application only if his/her account meets the following conditions:

- The account balance is \$100 or more
 - The account is verified
- If these conditions are not met, the Trader's account will not be published for copying in the CopyTrade application.

3.3 Responsibilities of the Company.

3.3.1 The Company shall provide participants of CopyTrade with a complete package of services according to the Customer Agreement. The Company is liable for the proper performance of technological solutions according to the Customer Agreement.

3.3.2 The Company bears no liability to participants of CopyTrade for lost profit or losses, which may directly or indirectly occur as a result of trading operations performed or not performed by an Investor or a Trader.

3.3.3 The Company bears no liability to participants of CopyTrade for lost profit or losses, which may be directly or indirectly occur as a result of their ignorance of regulatory documents or cooperation scheme.

3.3.4 The Company doesn't evaluate Traders' professional skills and suitability not on a single stage of their activity and bears no responsibility to Investors for any losses or lost profit they may incur.

3.3.5 The Company is not liable for:

- a) Intentional or unintentional non-observance of Investors' interests by a Trader. In this case, all possible risks fall on Investors.
- b) Fraud with Investors' funds on behalf of a Trader. In this case, all possible risks fall on Investors.
- c) A Trader's losing access to their trading accounts, as well as the third parties' gaining access to these accounts. In this case, all possible risks fall on a Trader.
- d) An Investor's losing access to their trading accounts, as well as the third parties' gaining access to these accounts. In this case, all possible risks fall on an Investor.
- e) Unforeseen delays when withdrawing funds or transferring them between accounts (if these delays occur through no fault of the Company).
- f) Technical malfunction, if it occurs through no fault of the Company, but of the Company's partner or



other parties, who are not the Company's employees.

g) Traders' or Investors' losses if they occur during the maintenance operations on the Company's servers

4. Dispute resolution

4.1 In case a participant of CopyTrade is not satisfied with any of its aspects, he has the right to file a complaint according to the Graphenefx Markets Inc Customer Agreement.

4.2 A complaint will not be considered if it isn't written in accordance with the Customer Agreement.

4.3 A complaint will be considered and the decision on this complaint will be made based on the Graphenefx Markets Inc Customer Agreement and this Agreement.

5. Application of the CopyTrade Agreement of Graphenefx Markets Inc

5.1 This CopyTrade Agreement comes into effect for both the Company and its clients on the date of opening the trading account. The termination date of this document is the same as the termination date of the Customer Agreement.

5.2 In case any conflicts between articles of this Agreement, the Customer Agreement, or any other regulatory document of the Company arise, the articles of this document are considered prevailing over the articles of other regulatory documents.

5.3 CopyTrade is the Company's self-design project. The terms and the ways of calculation may differ from the terms of other similar services in the field. 5.4 The Company has the right to make amendments to the articles of this Agreement at any time. The changes come into effect and become obligatory for a Client on the date specified in the received informational message.

6. Intellectual property

All Company's intellectual property assets including but limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, and graphics are our sole and exclusive IP and are all protected by local and international intellectual property laws and treaties including all copyright laws and regulations. You may not use these images in any way other than the manner in which the Company provides them. You are not permitted to use any of our images and/or content for any other purpose without obtaining our prior written consent. Nothing contained on our websites shall be construed as granting, by implication or otherwise, of any license or right to use any trademark without either our written permission or the permission of the proprietor of such trademarks. Except as expressly stated herein, you may not without our prior written permission, alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design, or logos, from this or any of our websites.