TERMS AND CONDITIONS
MIRROR / COPY TRADING AND SIGNALS

The present document comprises of the Terms and Conditions which govern the provision of copy trading feature offered by **VT MARKETS LIMITED**, a company incorporated in the Republic of Mauritius and licensed by the Financial Services Commission of Mauritius as an Investment Dealer (Full Service, excluding underwriting) with License No GB23202269 under Company Registration No. 201902 GBC (the "**Company**") to copiers, ("**Copier**"). The terms stated herein are applicable in addition to the general Terms and Conditions/Client Agreement of the Company which you have acknowledged and accepted during your registration with the Company

1. DEFINITIONS

"**Copy Trading**" means the allocation of a proportion of a Copier's funds to replicate the Trading Signals of a Signal Provider through the Company's copy trading features.

"**Copier**" or "**You**" means a client who elects to copy the Trading Signals of a Signal Provider through the copy trading features available on the Company's mobile application. The terms "Copier" and "You" are used interchangeably in these Terms .

"**Signal Provider**" means a client whose Trading Signals are made available for copying by Copiers through the copy trading features available on the Company's mobile application.

"**Copier**" means any user who subscribes to or uses the copy trading features available on the Company's mobile application, whether as a Copier or Signal Provider.

"**Trading Signals**" means the trading instructions, signals or strategies generated by a Signal Provider for replication through the Copy Trading Platform.

"**Automated Services**" means the copy trading features made available by the Company through its mobile application, which facilitate the automated opening, closing, modification and deletion of trading orders generated by Signal Providers. The Company operates the Copy Trading Platform through which the Automated Services are made available. The execution of trades on a Copier's trading account remains subject to the Client Agreement and the Company's applicable order execution policies.

The Copier acknowledges that the Automated Services enable the replication of Trading Signals provided by Signal Providers. The Company does not provide personalised investment recommendations or investment advice in connection with the Automated Services.

The decision to select, follow or cease following any Signal Provider remains solely the responsibility of the Copier. Nothing in these Terms creates an advisory relationship between the Company and any Copier.

2. HOW TO GET STARTED

The Copier may activate the Automated Services in the following manner:

2.1. Open a live trading account through the Company's mobile application, subject to completion of the applicable account opening procedures.

2.2. Upon successful verification, fund the trading account.

2.3. Select a copy trading account in order to access the copy trading features.

2.4. Start using the copy trading features as a Copier or, subject to the applicable eligibility requirements and separate Signal Provider Terms and Conditions, register as a Signal Provider.

3. SIGNAL PROVIDER AND COPY TRADING MODES

3.1. The Company's systems record the Trading Signals generated by Signal Providers. Through the Copy Trading Platform, Copiers may view, analyze and evaluate available Trading Signals and the trading history and performance information of Signal Provider. Once a Copier elects to copy a Signal Provider, eligible trades will be replicated automatically in the Copier's trading account in accordance with the Copier's selected settings and applicable trading conditions.

3.2. The Copier acknowledges that the availability of Signal Providers is subject to the Company's discretion and applicable legal and regulatory requirements in each jurisdiction. The Company may restrict access to certain Signal Providers and may conduct any appropriateness or suitability assessment required by applicable law before permitting a Copier to access the Automated Services or copy a particular Signal Provider.

3.3. The Copy Trading Platform enables Copier to participate in automated and/or semi-automated copy trading through the following modes:

(a) Automatic Copy Trading. The copiers may select Signal Providers whose trading portfolios or track records correspond with their personal trading preferences, such as risk tolerance and investment objectives. Once a Signal Provider has been selected, eligible Trading Signals generated by that Signal Provider will automatically be replicated in the Copier's trading account, subject to the Copier's selected settings and applicable trading conditions. The Copier may modify or close any copied position at any time.

(b) Semi-Automatic Copy Trading: Copiers may view the Trading Signals of available Signal Providers in real time and choose which trades to copy and execute in their own trading accounts with the Company. Once a Copier select a Trading Signal for copying, the Copier may either close the copied position manually or allow the position to close automatically when the corresponding position is closed by the selected Signal Provider.

3.4. Copiers may customise their copy trading preferences at any time. Irrespective of the copy trading mode selected, Copiers may manually modify or close any copied position at their discretion. Any manual intervention may result in the performance of the Copier's trading account differing from the performance of the Signal Provider's trading account.

3.5. Before using the Automated Services, the Copier confirms that:

(a) the Copier has fully read and understood the Automated Services offered by the Company and has conducted an independent assessment of their suitability;

(b) the past trading results of any Signal Providers do not guarantee future results;

(c) the Copier understands and accepts all the risks associated with leveraged and margin trading in financial markets;

(d) Signal Providers are independent users of the Copy Trading Platform and are not employees, agents or representatives of the Company, and the Company does not endorse or guarantee any Signal Provider or Trading Signal;

(e) the Copier's trading account may be hosted on a different server from the Signal Provider's trading account, which may result in orders being executed at different prices or times;

(f) differences between the Copier's trading account and the Signal Provider's trading account, including differences in pricing, spreads, execution speed, account settings, available margin or trading conditions, may result in trades not being executed or being executed differently; and

(g) the Company shall not be responsible for losses arising from the Trading Signals or trading decisions of any Signal Provider, except to the extent that such losses arise directly from the Company's fraud, wilful misconduct or gross negligence

4. EXECUTION OF TRADES

4.1. Automated Services may result in transactions in various financial instruments. Certain asset classes or products may not be available to a Copier due to applicable legal or regulatory requirements or restrictions applicable to the Copier's trading account or jurisdiction.

4.2. Where a particular trade cannot be replicated because the relevant financial instrument is unavailable or restricted, the Company may, where permitted by applicable law, execute an equivalent or similar trade. The Company does not warrant that any replacement trade will have the same risk profile, economic performance or characteristics as the original trade.

4.3. The Copier acknowledges that a copied trade may be executed at a different price, time or volume from the corresponding trade executed in the Signal Provider's trading account. Such differences may arise from market movements, liquidity, slippage, latency, account settings, available margin, minimum trade sizes, applicable spreads, fees or other trading conditions.

4.4. Where a Copier begins copying a Signal Provider after a position has already been opened, the corresponding copied position will be opened at the best available price at the time the Copier begins copying and not at the price at which the Signal Provider originally opened the position.

5. APPROPRIATENESS AND SUITABILITY ASSESSMENT

5.1. Automated services shall be provided in accordance with applicable laws and regulatory requirements. Before granting access to the Automated Services the Company may collect information and supporting evidence to assess whether the Automated Services are appropriate or suitable for the Copier, where required by applicable law.

5.2. The Copier shall provide complete, accurate and up-to-date information during any appropriateness or suitability assessment conducted by the Company. The outcome of the assessment will be based on the information provided by the Copier and may be used to determine whether the Automated Services are appropriate or suitable for the Copier.

5.3. Based on the outcome of the assessment, the Company may permit, restrict or deny the Copier access to the Automated Services. The Company shall not be liable for any loss arising from inaccurate, incomplete or misleading information provided by the Copier during the assessment process

5.4. The Company may require the Copier to update or reconfirm information previously provided and may reassess the Copier's eligibility to use the Automated Services at any time where reasonably required for legal, regulatory or risk-management purposes.

6. DISCLAIMERS

The Copier acknowledges and agrees that:

6.1. The Company does not provide personalized investment recommendations, investment advice, tax services/advice or other financial advice in connection with the Automated Services. Any information, reference material, statistics, risk scores or performance data made available through the Copy Trading Platform is provided for informational purposes only and shall not be construed or relied upon as investment advice.

6.2. The Company may make educational materials and market information available through its website or mobile application. Copiers should conduct their own independent research and assessment before selecting a Signal Provider or making any investment decision.

6.3. The Company reserves the right to monitor the performance of the Signal Providers. The Company may terminate or suspend a Signal Provider's access to the Copy Trading Platform where it reasonably determines that such action is necessary to protect the integrity of the Copy Trading Platform or to address legal, regulatory, operational, financial or reputational risks.

6.4. The display or availability of a Signal Provider on the Copy Trading Platform does not constitute an endorsement, recommendation, verification or guarantee by the Company of that Signal Provider’s experience, competence, performance, trading strategy or suitability.

6.5. The Company does not guarantee that:-

(a) Any Trading Signal will be successfully transmitted or replicated;

(b) a copied trade will be executed at the same time, price or volume as the corresponding trade of the Signal Provider;

(c) the Copier’s trading results will correspond with those of the Signal Provider; or

(d) the use of the Automated Services will result in any profit or prevent any loss.

7. RISKS

7.1. The Copier should consider their financial circumstances, investment objectives and risk tolerance before using the Automated Services. The Automated Services involve highly speculative and leveraged trading and may result in substantial losses, including losses exceeding the amount initially allocated or deposited, where permitted by the applicable trading terms.

7.2. The Automated Services may involve the automatic opening, modification and closing of trades based on Trading Signals generated by a selected Signal Provider, without further manual confirmation from the Copier.

7.3. Where the Copier manually modifies or closes a copied position, the results achieved by the Copier may differ significantly from those achieved by the Signal Provider.

7.4. Where the Copier elects to copy a trade that is already open in the Signal Provider’s trading account, the copied position will be opened at the best available price at the time of copying and not at the price at which the Signal Provider originally opened the position.

7.5. Differences between the Copier’s trading account and the Signal Provider’s trading account may result in different trading outcomes. Such differences may include account balances, available margin, leverage, minimum trade sizes, account settings, spreads, swap or financing charges, execution prices, fees, product availability and server location.

7.6. The Copier bears sole responsibility for selecting and continuing to follow any Signal Provider. The Copier may incur losses where the selected Signal Provider:

(a) Has limited trading experience;

(b) Adopts a trading strategy that is inconsistent with the Copier's financial circumstances, investment objectives or risk tolerance;

(c) Has a poor or volatile trading history;

(d) Engages in high-risk or speculative trading; or

(e) Trades financial instruments that are unavailable or restricted in the Copier's jurisdiction or trading account.

7.7. Where a Signal Provider trades a financial instrument that is unavailable or restricted for the Copier, the corresponding trade may not be replicated or may be replaced with an equivalent or similar trade in accordance with Clause 4.2. Any replacement trade may perform differently from the Signal Provider's original trade.

7.8. Past performance is not a reliable indicator of future results. Any historical performance, risk score, statistics, rankings, data or other information relating to a Signal Provider is provided for informational purposes only and does not guarantee future performance.

7.9. The Company does not guarantee that the Copier's trading results will be identical or similar to those of the Signal Provider. The Company shall not be responsible for any profit or loss arising from the Copier's selection of a Signal Provider or reliance on any Trading Signal, except to the extent that such profit or loss results directly from the Company's fraud, wilful misconduct or gross negligence. The Copier should also review the Company's Client Agreement and Risk Disclosure before using the Automated Services.

8. CONFLICTS OF INTEREST

The Company shall take reasonable steps to identify, prevent, manage and disclose conflicts of interest in accordance with applicable laws and its Conflicts of Interest Policy. The Copier acknowledges that conflicts of interest may arise between the interests of the Company, different Copiers and Signal Providers in connection with the Automated Services. Further information regarding the Company's management of conflicts of interest is set out in the Company's Client Agreement and Conflicts of Interest Policy.

9. TRADING VIA AUTOMATED SERVICES

9.1. Once registered with the Company, the Copier may log in to the Company's mobile application using the applicable platform credentials.

9.2. Before copying a Signal Provider, the Copier shall ensure that the trading account is sufficiently funded and that sufficient funds have been allocated to the relevant copy trading account.

9.3. Once the Copier has selected one or more Signal Providers, eligible trades will be automatically executed and reflected in the Copier's trading account. The Copier acknowledges that no further confirmation, authorisation, prior consent or approval will be obtained from the Copier before any copied position is opened, modified or closed. Trades below the applicable minimum trade size, or which cannot otherwise be executed due to insufficient funds, margin requirements or applicable trading conditions, will not be opened or executed

9.4. Where the Copier manually closes an individual copied position while continuing to copy the relevant Signal Provider, the trading balance may be proportionately redistributed among the remaining open copied positions during the next rebalancing process.

9.5. The Company may impose restrictions on the use of the Automated Services, including minimum and maximum investment amounts, the number of Signal Providers that may be copied, the minimum number of copied trades and the maximum amount that may be allocated to the Automated Services.

9.6. The Copier may elect to copy:-

(a) all existing open trades in the selected Signal Provider's account together with any new trades opened after the Copier begins copying the Signal Provider; or

(b) only new trades opened after the Copier begins copying the selected Signal Provider.

9.7. Where the Copier elects to copy existing open trades, the corresponding copied positions will be opened at the best available price at the time copying commences and not at the price at which the Signal Provider originally opened the trades. Where the relevant market is closed at the time copying commences, the relevant market order will be opened when the market reopens at the first available price.

9.8. Where the Copier elects to copy only new trades, the corresponding copied positions will be opened when the relevant trades are opened by the selected Signal Provider.

9.9. All instructions and actions relating to copied trades will be automatically executed and reflected in the Copier's trading account, including stop loss, take profit and trade closure instructions, subject to applicable trading conditions. Where the selected Signal Provider modifies a stop loss or take profit level, the corresponding instruction will, where possible, be automatically reflected in the Copier's copied position. The amount or volume of the copied position will remain unchanged unless otherwise adjusted in accordance with the Copier’s selected settings or the Automated Services.

9.10. The Company may introduce additional copy trading features or functionality from time to time at its discretion. Such additional features or functionality may affect the operation of the Automated Services.

10. PROFIT-SHARING MODEL

10.1. The Copier agrees that Signal Providers may be compensated for the provision of copy trading services through a profit-sharing model established by the Company. The profit-sharing model shall be governed by these Terms and any applicable policies published by the Company.

10.2. Signal Providers may determine a profit-sharing ratio ranging from 0% (lowest) to 50% (highest), which shall apply to the Copier's gains in accordance with the High-Water Mark ("HWM") methodology. A Signal Provider may amend its profit-sharing ratio at any time. Any amendment shall only apply to future copied trades and shall not affect copied trades that have already commenced. Once a copied trade has been established, the applicable profit-sharing ratio shall remain fixed for that copied trade.

10.3. The applicable profit-sharing ratio shall only apply where copied trades generate profits in accordance with the HWM methodology. No performance fee shall be payable where copied trades result in losses.

10.4. "HWM" means the highest floating profit level previously achieved by the Copier. Signal Providers shall only be entitled to receive a performance fee where the Copier's floating profit exceeds the applicable HWM at the relevant settlement time.

10.5. The Copier's floating profit shall be evaluated during the Company's scheduled weekly settlement period, unless otherwise notified by the Company. The settlement schedule may be amended from time to time. To the fullest extent permitted by applicable law, the Company shall not be liable for any delay or failure affecting settlement arising from system failures, server failures, communication failures, interruptions or other technical events beyond the Company's reasonable control.

10.6. Where a performance fee becomes payable, the applicable amount shall be deducted from the Copier's account and paid to the relevant Signal Provider. Following payment, the Copier's floating profit immediately before deduction shall become the new HWM.

10.7. Performance fees shall only be deducted where the Copier's margin level remains at or above 100% following the deduction. The Company reserves the right to withhold or forfeit any performance fee where the deduction would cause the Copier's margin level to fall below 100%.

10.8. The Copier may deposit or withdraw funds while maintaining copied positions, subject to applicable margin requirements, accrued performance fees and any operational restrictions imposed by the Company.

10.9. The Company may offer eligible Copiers a promotional privilege period during which no performance fee shall be payable to Signal Providers. The duration of any privilege period shall be determined by the Company and may be amended from time to time.

10.10. During the privilege period:

(a) profits generated from copied trades shall remain with the Copier; and

(b) losses incurred from copied trades shall be borne solely by the Copier.

10.11. Upon expiry of the privilege period, the standard profit-sharing model shall automatically apply unless otherwise notified by the Company.

10.12. The Company reserves the right to amend the profit-sharing model by providing at least thirty (30) days' prior written notice. Unless otherwise required by applicable law, the Company's determination regarding the operation of the profit-sharing model shall be final and binding.

11. BECOMING A SIGNAL PROVIDER

A Copier who wishes to become a Signal Provider must comply with the Company's separate Signal Provider Terms and Conditions and any eligibility requirements prescribed by the Company.

12. FEES

12.1. The Copier shall be responsible for all applicable fees, commissions, spreads and charges relating to the underlying financial instruments and the Automated Services.

12.2. Details of applicable fees and charges are available in the Client Agreement and on the Company's website.

13. LIMITATION OF LIABILITY

13.1. To the fullest extent permitted by applicable law, neither the Company nor any of its affiliates shall be liable for any indirect, incidental, special, consequential, exemplary or punitive loss arising from:

(a) actions taken in reliance upon instructions received;

(b) trading decisions or actions of any Signal Provider;

(c) acts or omissions of any Signal Provider undertaken in good faith;

(d) reliance upon information or content made available through the Company's website or mobile application; or

(e) system failures, communication failures, server failures, interruptions, delays, internet connectivity issues or computer viruses.

13.2. Nothing in these Terms excludes or limits liability for fraud, wilful misconduct or gross negligence where such limitation is prohibited by applicable law.

13.3. To the fullest extent permitted by applicable law, the Company's aggregate liability arising out of or in connection with these Terms shall not exceed the total fees and commissions paid by the Copier to the Company during the twelve (12) months preceding the event giving rise to the claim or USD 10,000, whichever is lower.

14. PROVISION OF SERVICES

14.1. The Company may amend, suspend or discontinue the Automated Services from time to time and determine the jurisdictions in which such services are available.

14.2. The Company may suspend or terminate a Copier's access to the Automated Services where:

(a) the Copier is no longer eligible to use the Automated Services;

(b) the Company reasonably suspects fraud, market abuse, manipulation or the provision of false or misleading information; or

(c) such action is required to comply with applicable laws or regulatory requirements.

15. DATA PRIVACY

15.1. The Company provides a copy trading platform incorporating social and community features through which eligible users may voluntarily share trading performance, strategies and opinions.

15.2. By participating in such features, the Copier acknowledges that certain profile information designated by the Company may be displayed publicly through the platform.

15.3. The Company shall process all personal data in accordance with the Data Protection Act 2017 of Mauritius and the Company's Privacy Policy.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. These Terms shall be governed by and construed in accordance with the laws of the Republic of Mauritius.

16.2. Any dispute arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the courts of Mauritius.

17. GENERAL PROVISIONS

17.1. The Company may amend these Terms by providing at least thirty (30) days' prior written notice.

17.2. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17.3. By selecting "I Accept" or using the Automated Services, the Copier confirms that it has read, understood and agrees to be bound by these Terms and Conditions.