SIGNAL PROVIDER
TERMS AND CONDITIONS

These Signal Provider Terms and Conditions, hereinafter referred to as the **"Terms,"** govern the relationship between **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 Dealer, excluding underwriting) with License No:GB23202269 under Company Registration No. 201902 GBC, hereinafter referred to as the **"Trading Broker"**, and you, the Signal Provider, as identified during the registration process on the Copy Trading Platform.

By clicking **"I Accept"** or otherwise indicating your acceptance during the sign-up process, you agree to be bound by these Terms, which are designed to protect the Trading Broker's operational, legal, regulatory, and reputational interests while enabling you to provide Trading Signals to Copiers on the Copy Trading Platform.

The Trading Broker operates a Copy Trading Platform that enables clients, referred to as Copiers, to replicate trades based on Trading Signals provided by you, the Signal Provider. These Terms establish the conditions under which you may provide trading signals, emphasising your responsibility for compliance with applicable laws and regulations and for the Trading Signals you provide, while safeguarding the Trading Broker from associated legal, regulatory, operation and reputational risks. Acceptance of these Terms is a condition precedent to acting as a Signal Provider on the Copy Trading Platform. You acknowledge that these Terms supplement and shall be read together with, any separate profit allocation agreement entered into between the Trading Broker and the Signal Provider, which governs the distribution of profits and payment terms.

1. DEFINITIONS

For the purposes of these Terms, the following terms shall have the meanings set out below:

"**Copy Trading Platform**" means the technological infrastructure operated by the Trading Broker that enables Copiers to replicate Trading Signals provided by the Signal Provider.

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

"**Copier**" means a client of the Trading Broker who subscribes to the Signal Provider's Trading Signals through the Copy Trading Platform.

"**Profit**" means the net profit, if any, earned by a Copier from trades executed via the Copy Trading Platform, calculated after the deduction of any applicable fees, commissions, or costs imposed by the Trading Broker.

"**Profit Share Amount**" means the portion of the Copier's Profit allocated or deducted by the Trading Broker for distribution, as governed by a separate profit allocation agreement.

2. SIGNAL PROVIDER SERVICES

2.1 Provision of Trading Signals

The Signal Provider shall generate and deliver Trading Signals to the Copy Trading Platform in a timely and accurate manner, ensuring that such Trading Signals are suitable for replication by Copiers, do not contain any misleading statements or material inaccuracies and comply with all applicable laws, regulations, and industry standards. The Signal Provider shall remain solely responsible for the content, accuracy, and compliance of the Trading Signals, including ensuring that any statements relating to historical performance or expected returns are not false or misleading.

The Signal Provider acknowledges that Copiers independently determine whether to subscribe to, continue following or cease following any Trading Signals, and nothing in these Terms shall be construed as creating an advisory relationship between the Trading Broker and any Copier.

2.2 Performance Standards and Monitoring

The Signal Provider shall exercise reasonable skill, care and diligence in generating Trading Signals based on sound and transparent trading strategies and market analysis. The Trading Broker reserves the right to continuously monitor the performance, accuracy, and compliance of the Trading Signals and may, at its sole discretion and without prior notice, suspend or terminate the Signal Provider's access to the Copy Trading Platform if the Trading Signals fail to comply with these Terms, are misleading, expose Copiers or the Trading Broker to unreasonable risks or otherwise pose legal, regulatory, operational, or reputational risks to the Trading Broker.

2.3 No Trading Broker Endorsement

The Trading Broker does not endorse, verify, or warrant the accuracy, suitability, or profitability of the Trading Signals. The Signal Provider acknowledges that the Trading Broker's role is limited to facilitating the replication of Trading Signals on the Copy Trading Platform and that the Signal Provider remains solely responsible for any consequences arising from their use by Copiers.

3. PROFIT SHARE AND PAYMENT TERMS

3.1 Governance by Separate Agreement

The distribution of any Profit Share Amount derived from the Copier's Profit, including the portion allocated to the Signal Provider, and all related payment terms, including but not limited to the method, timing, and currency of payments, shall be governed exclusively by a separate profit allocation agreement entered into between, inter alia, the Trading Broker and the Signal Provider, where applicable, the Tripartite Copy Trading Profit Distribution Agreement. These Terms do not govern the allocation or payment of any Profit Share Amount, which shall be determined solely in accordance with the applicable separate agreement.

4. COMPLIANCE AND REGULATORY OVERSIGHT

4.1 Compliance Obligations

The Signal Provider shall comply with all applicable laws, regulations, and industry standards in connection with the provision of Trading Signals, including, where applicable, the Securities Act 2005 of Mauritius, the Financial Services Act 2007, the Financial Intelligence and Anti-Money Laundering Act 2002 of Mauritius, the Data Protection Act 2017 of Mauritius and any other applicable legal or regulatory requirements. The Signal Provider shall maintain and obtain all licenses, registrations, permits, authorizations or approvals required by applicable law and shall promptly provide evidence of such compliance upon request by the Trading Broker. The Signal Provider shall promptly notify the Trading Broker, in writing, of any regulatory investigations, enforcement actions, sanctions, or changes in regulatory compliance status that may affect their ability to perform their obligations under these Terms, and failure to do so shall constitute a material breach of these Terms.

4.2 Due Diligence and Verification

The Trading Broker reserves the right to conduct ongoing due diligence on the Signal Provider, including but not limited to verifying its licensing status, reviewing its trading strategies, assessing its compliance with applicable regulatory requirements, and evaluating its financial and operational capability. The Signal Provider shall cooperate fully with such due diligence and shall provide all information and documentation reasonably requested by the Trading Broker within the timeframe specified by the Trading Broker. Failure to comply with any due diligence request may constitute grounds for immediate suspension or termination under Clause 6.3.

4.3 Regulatory Suspension and Termination

The Trading Broker may suspend or terminate the Signal Provider's access to the Copy Trading Platform with immediate effect where it reasonably determines that the Signal Provider's act, omissions, or Trading Signals expose, or are likely to expose the Trading Broker to regulatory, legal, financial, operational or reputational risks. The Trading Broker may also withhold payments, suspend signal delivery, or take other protective measures during any regulatory investigation, dispute, or suspected non-compliance involving the Signal Provider, provided that written notice of such measures shall be given to the Signal Provider as soon as reasonably practicable. The Signal Provider shall be responsible for all costs, losses and liabilities arising from its own acts, omissions or breaches of these Terms.

5. LIABILITY AND INDEMNITY

5.1 Signal Provider's Indemnity

The Signal Provider shall indemnify, defend, and hold harmless the Trading Broker, its affiliates, officers, directors, employees, agents, from and against any and all claims, losses, damages, liabilities, costs, or expenses, including reasonable legal fees and investigation costs, arising from or related to (a) any breach of these Terms by the Signal Provider; (b) any negligent, fraudulent or wilful act or omission of the Signal Provider; (c) any Trading Signal that is inaccurate, misleading, unlawful or otherwise non-compliant with applicable law; or (d) any misrepresentation regarding the Signal Provider’s qualifications, trading performance or regulatory status. This indemnity includes any regulatory penalties imposed on the Trading Broker, reputational harm suffered by the Trading Broker, and any third-party claims arising from the Signal Provider's acts, omissions or Trading Signals..

5.2 Sole Responsibility for Signal Performance

The Signal Provider assumes sole responsibility for the performance, accuracy, reliability, and outcomes of the Trading Signals. The Trading Broker shall not be liable for any losses, damages, or claims arising from the performance or non-performance of the Trading Signals, including but not limited to financial losses incurred by Copiers resulting from market fluctuations, signal errors or trading outcomes. The Signal Provider acknowledges that the Trading Broker’s monitoring of Trading Signals pursuant to Clause 2.2 shall not constitute an endorsement, verification or guarantee of the accuracy, suitability, or profitability of the Trading Signals.

5.3 No Liability for Platform Operations

The Trading Broker shall not be liable for any losses, damages, or claims arising from technical failure, interruption, dela, or unavailability of the Copy Trading Platform, including but not limited to system outages, connectivity issue, software error, or cyberattack. The Signal Provider acknowledges that such disruptions may affect the transmission or replication of Trading Signals and shall have no claim against the Trading Broker arising solely from such disruptions.

5.4 Limitation of Trading Broker’s Liability

To the fullest extent permitted by applicable law, the Trading Broker’s aggregate liability arising out of or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total amounts distributed to the Signal Provider under the applicable profit allocation agreement during the twelve (12) months immediately preceding the event giving rise to the claim, or USD 1,000, whichever is lower. Under no circumstances shall the Trading Broker be liable for any indirect, incidental, consequential, special, exemplary or punitive damages, including but not limited to loss of profits, business opportunities, data, or goodwill, arising from or related to these Terms, the Trading Signals, or the Copy Trading Platform, even if advised of the possibility of such damages.

6. TERMINATION

6.1 Termination by Notice

These Terms shall commence upon the Signal Provider’s acceptance during the sign-up process and shall continue until terminated in accordance with this Clause 6. Either Party may terminate these Terms by giving the other party not less than fourteen (14) days’ prior written, save where termination occurs pursuant to Clause 6.2 or Clause 6.3.

Upon termination, the Trading Broker shall pay any accrued and undisputed Profit Share Amounts due to the Signal Provider in accordance with the applicable profit allocation agreement, subject to any withholding or deduction permitted under these Terms or by applicable law.

6.2 Termination for Breach

The Trading Broker may terminate these Terms and/or the Signal Provider's access to the Copy Trading Platform with immediate effect if the Signal Provider commits a material breach of these Terms, including but not limited to failure to provide compliant, accurate, or timely Trading Signals, any breach of applicable regulatory requirements, any material misrepresentation or any other material violation of these Terms.

6.3 Trading Broker's Enhanced Termination Rights

The Trading Broker may terminate or suspend the Signal Provider's access to the Copy Trading Platform with immediate effect, without prior notice, where it reasonably determines that the Signal Provider's participation, Trading Signals, or conduct poses, is likely to pose legal, regulatory, operational, financial, or reputational risks to the Trading Broker, including where the Trading Signals fail to satisfy the standards set out in Clause 2.2. Without limiting the foregoing, the Trading Broker may exercise its rights under this Clause in the event of persistent poor signal performance, substantiated Copier complaints, suspected fraud, regulatory inquiries or any other circumstance that materially affects the integrity or operation of the Copy Trading Platform. The Trading Broker shall not be liable for any loss suffered by the Signal Provider arising solely from the exercise of its rights under this Clause.

7. CONFIDENTIALITY

7.1 Obligation to Maintain Strict Confidentiality

The Signal Provider shall keep confidential all Confidential Information relating to the Copy Trading Platform, including but not limited to its functionality, Copier data, Profit calculations, proprietary algorithms, business processes, and any other information disclosed by or accessible through the Trading Broker. The Trading Broker shall not disclose, reproduce, reverse engineer or use such Confidential Information for any purpose other than performing its obligations under these Terms, except with the Trading Broker's prior written consent or as required by applicable law. The Signal Provider shall implement appropriate technical and organisational security measures to protect such Confidential Information from unauthorized access, disclosure, or misuse.

The Trading Broker shall likewise keep confidential the Signal Provider's proprietary trading strategies and personal data and shall not disclose such information except as required by applicable law or as reasonably necessary for the operation of the Copy Trading Platform.

7.2 Trading Broker's Discretion

The Trading Broker may determine, at its discretion, the scope of information made available to the Signal Provider. The Signal Provider shall not access or attempt to access any proprietary systems, algorithms, or information beyond what is reasonably required to perform its obligations under these Terms. Any unauthorised access or attempted access shall constitute a material breach of these Terms.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of Mauritius, without regard to its conflict of law principles.

8.2 Dispute Resolution

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 submitted to the exclusive jurisdiction of the courts of Mauritius. Each Party irrevocably submits to the jurisdiction of those courts and waives any objection to on the grounds of venue or *forum non conveniens*.

8.3 Injunctive Relief and Equitable Remedies

Nothing in these Terms shall prevent the Trading Broker from seeking injunctive relief or any other equitable remedy from any court of competent jurisdiction to protect its proprietary rights or prevent irreparable harm.

9. FORCE MAJEURE

9.1 Exemption from Liability

Neither Party shall be liable for any failure or delay in performing its obligations under these Terms to the extent such failure or delay results from circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, governmental actions, market disruptions, cyberattacks, power outages, or technical failures.

9.2 Suspension of Services

During a Force Majeure Event, the Trading Broker may suspend, modify, or discontinue its services provided under these Terms for the duration of the Force Majeure Event without liability, provided that it shall use reasonable efforts to resume the services as soon as reasonably practicable.

10. MISCELLANEOUS

10.1 Entire Agreement

These Terms, together with any applicable profit allocation agreement entered into between the Trading Broker, Signal Provider, and any other relevant party, constitute the entire agreement between the Signal Provider and the Trading Broker with respect to the subject matter of these Terms and supersede all prior agreements, understandings, or representations, whether written or oral.

10.2 Amendments

The Trading Broker reserves the right to amend, modify, or update these Terms at its sole discretion by providing notice to the Signal Provider, including through the Copy Trading Platform, email, or other electronic means. If the Signal Provider does not agree to the amendments, it may terminate these Terms by written notice before the amendments take effect. Continued use of the Copy Trading Platform after the effective date of the amendments constitutes acceptance of the amended Terms.

10.3 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be reformed to the extent necessary to make it enforceable, preserving the intent of these Terms.

10.4 No Waiver

No failure or delay by the Trading Broker in exercising any right or remedy under these Terms shall constitute a waiver of that right or remedy, nor shall any waiver of a breach shall operate as a waiver of any subsequent breach.

10.5 Electronic Acceptance

By clicking "I Accept" or otherwise indicating acceptance during the sign-up process, the Signal Provider confirms that it has read, understood, and agrees to be bound by these Terms. Such electronic acceptance shall have the same legal effect as a handwritten signature.

10.6 No Third-Party Beneficiaries

These Terms are entered into solely for the benefit of the Trading Broker and the Signal Provider. Except as expressly provided in any separate agreement, no third party shall acquire any right to enforce or benefit from these Terms..

10.7 Assignment

The Signal Provider shall not assign, transfer, delegate, or subcontract any rights or obligations under these Terms without the prior written consent of the Trading Broker. The Trading Broker may assign, transfer, or delegate its rights and obligations under these Terms at its sole discretion, with or without notice to the Signal Provider.

10.8 Survival

Clauses 5 (Liability and Indemnity), 7 (Confidentiality), 8 (Governing Law and Dispute Resolution), 10.3 (Severability), 10.4 (No Waiver), 10.10 (Intellectual Property) and 10.11 (Data Protection) together with any other provision which by its nature is intended to survive termination, shall survive the termination or expiry of these Terms.

10.9 Representations and Warranties

The Signal Provider represents and warrants that:

(a) it has the legal capacity and authority to enter into and perform these Terms;

(b) the Trading Signals provided under these Terms shall comply with applicable laws and regulations and shall not contain any false or misleading information;

(c) it has obtained and shall maintain all licences, registrations, authorisations or approvals required by applicable law to perform its obligations under these Terms; and

(d) it has not made and shall not make any material misrepresentation to the Trading Broker or Copiers regarding its qualifications, experience or trading performance.

Any material breach of this Clause shall constitute a material breach of these Terms.

10.10 Intellectual Property

All intellectual property rights in and to the Copy Trading Platform, including but not limited to software, algorithms, designs, documentation, databases and related materials, shall remain vested in the Trading Broker or its licensors. Except as expressly permitted under these Terms, the Signal Provider shall not copy, modify, distribute, reproduce, reverse engineer or create derivative works from any part of the Copy Trading Platform.

10.11 Data Protection

Each Party shall comply with the Data Protection Act 2017 of Mauritius and all other applicable data protection laws in relation to any personal data processed in connection with these Terms. The Trading Broker shall process the Signal Provider's personal data only to the extent necessary for the performance of these Terms and the operation of the Copy Trading Platform, and shall implement appropriate technical and organisational measures to protect such personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage.