

Copy Trading

Terms & Conditions

bkfx.

Copy Trading Terms

This Agreement sets out the specific terms that will apply to you when using the copy trading functionality on the BKFX platform. The terms in this Agreement apply to you in addition to the General Terms and Conditions, which apply to all of our services and not just to copy trading. Capitalized words in this Agreement will have the same meaning which are given to those word in the General Terms and Conditions. If a term of this Agreement conflicts with or differs from a term in the General Terms and Conditions, this Agreement will apply.

1. What is copy trading

- 1.1 When using the copy trading services, you are agreeing to use our services.
- 1.2 The BKFX platform provides you with the ability to interact, follow and copy other traders, by using the information, as well as providing you with "**copy trading features**". Copy trading features includes open trades only.
- 1.3 Copy trading is a trading functionality which allows you to copy the account of other traders. You do this by copying a specific BKFX trader account. By placing a copy order, you authorize us to automatically recreate this account for you in your BKFX account without 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 the copied trader, account, set limits to any position etc.
- 1.4 Please read paragraph 2 "**Our copy trading service**" and paragraph 6 "**Placing an order**" for more information on how to place a copy trade on the BKFX platform.

2. Our copy trading service

- 2.1 We offer a copy trading service which allows you to copy trades on the BKFX platform. You can choose to copy the orders in an account of a single BKFX trader. For more information, please refer to paragraph 6 "**Placing an order**".

3. Classification of trade

- 3.1 The copy trading service may result in trades in a number of financial instruments. Each trade opened on your behalf as part as the copy trading functionalities will usually be classified under the same asset class as classified in the copied account.
- 3.2 If you are restricted from trading a certain asset class or specific product due to Applicable Law or other regulatory requirements, then we will take reasonable steps, where permitted by Applicable Law and where our service enables this, to ensure that an equivalent or similar trade is opened in your account to replace the restricted trade (for example, replacing a CFD trade with a trade in the underlying product). If we replace a trade for you, we cannot guarantee that the risk rating and economic performance of the replacement trade will match that of the restricted trade. Where in our sole discretion we do not replace a trade with an equivalent or similar trade for any reason (for example, as a result of a restriction due to Applicable Law or where no suitable replacement exists), your economic performance, risk rating and other factors may deviate from that of the BKFX Copy trader
- 3.3 You should read the General Terms and Conditions which apply to the underlying instrument for more information.

4. Limitations to our copy trading service

- 4.1 We do not provide personalized 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 service, or about the performance of the copy trading is not intended to be and should not be considered as advice. This information is provided by us solely for informational purposes.
- 4.2 You should use any information gathered from our website or copy trading features 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 BKFX platform.
- 4.3 We will take reasonable steps to monitor the performance of any copied trader under the BKFX Copy Trader functionality. We reserve the right to pause, stop, or block any BKFX Trader from being copied under the BKFX Copy Trader functionality.

5. The key risks of copy trading

5.1 In deciding to copy a specific trader or traders, 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 BKFX Copy Trader functionality, you may achieve a materially different result than the trader that you copied;

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

(d) if you are copying all trades which are currently open, we will open your position at the best available price at the time of copying and not the price at the time which the trade being copied was originally opened;

(e) cash-out and withdrawals by the copied trader, when you are using the BKFX Copy Trader functionality may also generate a materially different result than the trader 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;

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

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

(h) following and/or copying traders who trade, products restricted as a result of Applicable Law in relation to your account and where a replacement equivalent trade cannot be executed may result in the economic performance, risk rating and other factors relating to your portfolio.

5.2 We are unable to provide any guarantee as to the performance of any particular investment product, symbol, instrument or account.

5.3 Past performance, risk scores, statistics and any other information with respect to BKFX traders under our BKFX Copy Trader functionality 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 BKFX trader that you are copying. We also do not represent or guarantee that the risk score of a trader will accurately reflect the risk of their future performances.

5.4 Please refer to our Terms and Conditions for more information on the risks of using our services.

6. Placing an order

6.1 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. Followers' copy requests below minimum volume size will be copied at the minimum volume size.

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

6.3 When you are using our BKFX Copy Trader service, you can choose to copy:

(a) all trades which are currently open in a certain account as well as new trades which are opened after you begin to copy the trader in such account; or

(b) only new trades which are opened after you begin to copy the trader's account. This means that we will not copy any trades in the trader's account which were entered into before this point.

6.4 If you are copying all trades which are currently open, we will open your position at the best available price at the time of copying and not the price at the time which the trade being copied was originally opened. If the relevant markets are closed at the time of copying (for example during a market break) we will open a market order for you and once the market reopens, your order will be executed at the first available price.

6.5 if you are copying only new trades:

(a) all instructions and actions related to the copied trade will automatically be replicated in your BKFX account (subject to the trade size as explained above), including stop losses, take profits and the closing of trades. For example, if a trader that you are copying extends

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.

6.6 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.

7. Fees and costs

7.1 When you place a copy trade, we will charge you fees on the same basis as those charged to the copied account for the same trades. Please refer to the Terms and Conditions about the underlying product that you are copying or for more information on the fees and costs associated with that copy trade.

8. Our rights and your rights in special circumstances

8.1 Please refer to the Terms and Conditions which apply to the underlying product that you are copying for more information on our rights and your rights in special circumstances.

9. Liability

Subject to Applicable Law, neither BKFX 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 a BKFX trader that you have chosen to copy;
- (c) specific investment decisions or actions taken or omitted in good faith by any copied account; and/or
- (d) Software failure, systems or communications errors, bugs or viruses relating to the Services and/ or your account.