

PRIME XBT

**COPY TRADING
AGREEMENT**

TABLE OF CONTENTS

1. INTRODUCTION & GENERAL TERMS	2
2. DEFINITIONS & INTERPRETATION.....	4
3. CREATION OF A COPY-TRADING STRATEGY.....	5
4. STRATEGY FOLLOWING.....	8
5. OBLIGATIONS OF MANAGERS AND FOLLOWERS	8
6. STRATEGY CLOSURE AND LIQUIDATION	11
7. RISK DISCLOSURES.....	12
8. CONFIDENTIALITY AND PERSONAL DATA.....	13
9. GOVERNING LAW AND JURISDICTION.....	14
10. VALIDITY OF THESE TERMS	15
11. DISCLAIMER AND RISK WARNING	15

Last Revision Date: 18/4/24

These Copy-Trading Terms and Conditions (henceforth the “Copy-Trading Agreement” or “Copy-Trading Terms”) set forth the terms and conditions under which:

A. Prime XBT Trading Services Ltd, a company incorporated and existing under the laws of the Republic of the Marshall Islands (RMI), with Registration No. 120813, having its registered office address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 (henceforth “**PrimeXBT**” and/or the “Company”);

-shall-

B. Provide access to the Copy-Trading Services to its Clients, whether natural or legal persons and their authorised representatives (hereinafter the “**Client(s)**”, **User(s)** “you”, “your”, as applicable), which shall be conditional upon their acceptance of the PrimeXBT General Terms and Conditions and all applicable Policies.

The Copy-Trading Agreement serves as a supplement to the Company's Agreement. Any and all terms and conditions included in the Copy-Trading Agreement are effective and are to be read in conjunction with the Company's Agreement and any other policies available on the Company's Website. Any and all terms and conditions governing, inter alia, the offer, execution, conditions, prohibitions, termination, warranties, rights and restrictions for any products and services included in the Agreement, shall apply without any limitation to the Copy-Trading Agreement. In the event of any discrepancy between the Copy-Trading Agreement and the Agreement, the terms of the Agreement shall prevail.

1. INTRODUCTION & GENERAL TERMS

1.1. The Copy-Trading Module (the "Module") allows every PrimeXBT Trading Platform user to start their own Investment Strategy (the "Strategy") and make it publicly available to be followed by other platform users. Alternatively, every user can follow other public Strategies created by other Strategy Managers. Every Strategy Manager is effectively able to trade on all available instruments on the PrimeXBT platform using their own funds. Every platform user has the ability to review the past performance of all available public Strategies prior to following any given Strategy.

1.2. The Module is not an asset management tool, and it does not provide any protection as regulated asset management companies do, therefore every user who plans to follow any available Strategy and allocate funds into such Strategy, accepts all the risks described in the Risk Disclosures document.

1.3. The Client warrants their understanding that applicable laws regarding the Module vary throughout the world and it shall be the Client's obligation alone to ensure compliance with any law, regulation or directive relevant to the Client's country of domicile. The ability to access the Module does not necessarily mean or ensure that the CopyTrading Services and the wider Client Activities undertaken through it are legal under the laws, regulations, or directives applicable and relevant to the Client's country of domicile.

1.4. PrimeXBT does not provide Copy-Trading Services to citizens or residents of [Restricted Jurisdictions](#).

1.5. The Module is not an asset management tool. This Service provides the opportunity to follow the trading strategies of a Strategy Manager (the “Manager”), who manages their own personal funds through a specific Strategy Account. Clients who choose to engage with copy- trading services (henceforth the “Follower(s),” voluntarily and at their own risk select the Strategy to follow, in accordance with the Strategy's Offer. All decisions of acceptance or rejection of the Offer are a personal matter of each potential Follower and are received without any recommendation or solicitation by the Company.

1.6. Only the Strategy Manager can carry out trading operations on the Strategy and may issue complaints to the Company regarding the failure to fulfill or the improper fulfillment of any obligations related to trading operations on the Account. Followers may choose one or several Strategies to follow, on their own exclusive initiative and based on their own judgment. Any claims that may be brought against the Company on behalf of Followers related to the legal and professional competence level of Strategy Managers shall be rejected.

1.7. Access to, and usage of the Module is strictly governed by these Terms and Conditions which are deemed to have been read and fully understood by all Clients upon registering for a Client Account with PrimeXBT, in accordance with the PrimeXBT General Terms and Conditions.

1.8. PrimeXBT reserves the absolute right, at its sole discretion, to terminate access to the Module to any Manager.

WARNING: IF YOU HAVE OBJECTIONS TO ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, IF YOU DO NOT UNDERSTAND THE SCOPE OF COPY-TRADING SERVICES AND THE MODULE, OR INVESTMENT PRODUCTS IN GENERAL, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, THEN DO NOT ACCESS AND/OR USE SERVICES IN ANY WAY AND INFORM US IN WRITING IMMEDIATELY.

2. DEFINITIONS & INTERPRETATION

2.1. For the purposes of this Copy-Trading Agreement and unless defined when first encountered within the main body of the Copy- Trading Agreement, the following Capitalized words shall take the meaning prescribed to them below:

2.1.1. “**Copy-Trading Agreement**” – means the present Copy-Trading Agreement including any Annexes and/or Appendices attached herein as this may, from time to time, be amended or replaced.

2.1.2. “**Client**” or “**User**” – means a natural or legal person, accepted by the PrimeXBT as its Client to whom Copy-Trading Services will be provided by the Company under this Copy-Trading Agreement and subject to the PrimeXBT General Terms and Conditions.

2.1.3. “**Services**” – shall mean the Copy-trading Services provided by the Company to the Client through the Module.

2.1.4. “**Account**” – means the Client’s personal Trading Platform Account with PrimeXBT

2.1.5. “**Manager**” – means the Module user who creates a public Strategy and trades on such Strategy, which is in turn followed and copied by the “Followers”.

2.1.6. “**Strategy Offer**” – means the proposed potential profit distribution conditions to be applied once the Strategy commences and is followed.

2.1.7. “**Follower**” – means a user of the Module who follows one or several Strategies created by Managers, based on their own judgement and exclusive initiative.

2.1.8. “**Copy-Trading Strategy**” / “**Strategy**” – means a Strategy that is created

by a Manager inside the Module. Each Strategy has a unique name and Offer terms.

2.1.9. “**Strategy Liquidation**” – means the liquidation of a Manager’s Account leading to the closure of all Strategies and their following.

3. CREATION OF A COPY-TRADING STRATEGY

3.1. By creating a new Strategy, the Manager confirms that they accept all the terms and conditions indicated in the present Copy-Trading Agreement, the General Terms and Conditions of the Company, and all the other rules and policies published on the official website of the Company.

3.2. When creating a Strategy, the Manager has to provide a name and description of the Strategy. The name and description of a Strategy must not contain any of the following elements:

3.2.1. Obscene language or any elements that are insulting in nature, including racial, religious, nationalistic, and ethnic slurs.

3.2.2. Guarantees of profits or other promises.

3.2.3. Direct or indirect references to competing companies or their advertisements.

3.2.4. The word “PrimeXBT”, any of their forms or derivatives, or third party brand names the trademarks of which you do not own and the use of which could potentially breach copyrights.

3.2.5. The names of government officials and agencies.

3.2.6. References to gambling or financial pyramid schemes; and references to the Strategies of other Managers or other internet resources.

- 3.3. When creating a Strategy, the Manager must provide the “Strategy Offer” which is the percentage of profits distributed between the Strategy Manager, the Company, and the Follower(s).
- 3.4. In order to create a Strategy, the Strategy Manager has to make an initial deposit that should be no less than specified in the Module Interface.
- 3.5. The Strategy’s Offer refers to the proposal to potential Followers to follow the Strategy within the Module. Each Offer consists of a set of parameters that the Company uses to calculate the Manager’s revenue share, and also defines other conditions for following the Strategy.
- 3.6. Strategy Managers can transfer funds between their Wallets and their Accounts.
- 3.7. The deposits of Managers into Strategies are processed instantly.
- 3.8. Managers are allowed to withdraw funds from Strategy Accounts at any time, until the Equity of the Account is higher than the minimum required amount.
- 3.9. The Company can cancel a deposit or withdrawal request without any explanation.
- 3.10. In the event that the Company suspects that the Strategy Manager is trying to manipulate the ranking parameters, exploit the system's weaknesses or that the Manager does not act in the best interest of their Followers, the Company shall reserve the right to terminate the Strategy account, as well as to disconnect all Followers from the Strategy account.
- 3.11. The Company reserves the right to set a limit of Followers for any particular Strategy.
- 3.12. All the calculations on Strategies, as well as the transfer of all types of revenue to the Strategy Manager shall be carried out by the Company.

3.13. The Company shall reserve the right to block any Strategy under the following circumstances:

3.13.1. When fraudulent activity is detected or suspected;

3.13.2. When the Company's request to change a Strategy name which contains obscene language or any elements that are insulting in nature, including racial, religious, nationalistic and ethnic slurs is not fulfilled;

3.13.3. Other reasons (including without prior warning or explanation).

3.14. Once the Strategy Following is stopped by the Follower or the Strategy is closed by the Manager, the profit distribution will take place according to the Strategy Offer. The Strategy Manager and the Follower shall automatically receive their remuneration based on the percentage of the generated profit, if any, as described in the Offer.

3.15. In order to act in the best interest of the Followers and to keep the Strategy Managers' and Followers' interests aligned, the Strategy Managers shall manage their risk accordingly and shall always maintain sufficient margin to avoid forced liquidation.

3.16. The Strategy Manager shall be liable for any and all losses incurred in the Strategy account.

3.17. Where a request to close a Strategy is not executed for any reason, it will be completed and positions, if any, will be closed once normal service has been restored. The prices at which the positions are closed will correspond to the prices when it is actually executed.

3.18. The Strategy Manager irrevocably and unconditionally agrees and hereby authorizes the Company to use the Manager's Strategy in any way it chooses and to make it public or communicate, or market it as it deems appropriate.

4. STRATEGY FOLLOWING

- 4.1. Users can browse and compare the performance of all available Strategies through the Module, in the Ratings section of the Trading Platform.
- 4.2. Users can evaluate every Strategy and review their historical performances and their Strategy Offer(s).
- 4.3. Decisions to start and stop Following a Strategy are carried out exclusively on the basis of the User's/Followers' own requests. Neither the Manager nor the Company can act against the Followers decision.
- 4.4. By accepting a Strategy Offer and starting following any available Strategy, the Follower confirms that they accept all the terms and conditions of the present Copy-Trading Agreement and acknowledge the legal force consequences of entering into this legally binding contract.
- 4.5. No funds are transferred between the Follower and the Manager once a Strategy is followed. All trades are replicated automatically on the Followers own Trading Platform Account.
- 4.6. Followers have full control and flexibility to begin or stop Following any Strategy at any time.
- 4.7. A Follower can follow multiple Strategies concurrently, at any given time.
- 4.8. Once a User starts Following a Strategy, all necessary Margin amounts shall be debited directly from the Follower's account.
- 4.9. Profit distribution, if any, shall take place within the Trading Platform Accounts, as soon as a position is closed or a Strategy Following is discontinued.

5. OBLIGATIONS OF MANAGERS AND FOLLOWERS

5.1. The Manager, taking into account all of the risks of trading, engages in activities aimed at improving the relevant Strategy's performance. In the event that the Company decides that the Manager does not act in accordance with their Follower's Best Interests, it reserves the right but has no obligation to inform the Followers and/or liquidate the Strategy.

5.2. The Manager hereby confirms that:

5.2.1. They shall comply with every rule, regulation, law and requirement applicable and relevant to online trading, tax and civil law of the jurisdiction of domicile or residence.

5.2.2. All the personal data that was provided to the Company while obtaining the status of the Client is accurate.

5.2.3. All documents that regulate trading and non-trading operations as well as the terms of this Copy-Trading Agreement were carefully read and understood and accepted.

5.2.4. All of the risks and implications of trading are defined and disclosed in the Strategy Offers.

5.3. The Manager agrees that they are obliged to autonomously settle all possible claims or complaints against them by Followers or from the governing authorities, and under no circumstances would the Company or any of its owners or any of its representatives be involved in such a legal matter.

5.4. The Manager shall continuously monitor and manage all Strategies set up until their termination.

5.5. The Manager shall ensure full confidentiality of access details to their Account. Complaints regarding any unauthorized access to the Account will be rejected if the

server logs contain information that the actual password and login were used for this access.

5.6. The Manager acknowledges, warrants, and undertakes that:

5.6.1. They shall not present themselves as Affiliated with the Company publicly or otherwise, in contracts or Copy-Trading Agreements, whether verbal or in writing.

5.6.2. They shall not use the Company trademark or its logo in any documents or offers.

5.6.3. They shall not make any statements, representations or enter into any obligations on behalf of the Company, through any public or private means of communication whatsoever.

5.7. The Manager agrees that in the event that their activities result in the Company being presented with any claims or demands, the Manager shall be obliged to indemnify the Company and settle all financial claims at their own expense (including all balances in his trading accounts with the Company). In such cases, all requests for Withdrawal of Funds on behalf of the Manager will be blocked and they will not be executed until the full resolution of the conflict.

5.8. The Follower hereby confirms that:

5.8.1. They shall comply with all laws and regulations in relation to online trading, tax and civil law of the jurisdiction of which they are domiciled or a permanent resident thereof.

5.8.2. All the personal data that was provided to the Company while registering for a Client Account is true, valid, up to date and accurate.

5.8.3. All documents that regulate trading and non-trading operations as well as these Terms, the General Terms and Conditions of the Company and all Policies and Disclosures were carefully read, acknowledged, understood and accepted.

5.9. The Follower agrees to pay all fees as defined in the accepted Strategy Offer.

5.10. The Follower agrees that all claims and complaints by third parties that may arise as a result of their activities will be resolved independently by and between them and at their own expense.

5.11. The Follower fully understands and accepts that they shall have no right to assume responsibility on behalf of the Company or put the Company under any obligations, claims or lawsuits as a result of a Managers' performance or Systems Failure or delays.

5.12. The Follower accepts and acknowledges the obligation to ensure full confidentiality of their Account access details. All complaints regarding the unauthorized access to the Account will be rejected if the server logs contain information that the actual password and login were used for this access.

6. STRATEGY CLOSURE AND LIQUIDATION

6.1. The Closure or Liquidation of a Strategy leads to the termination of all active Followings of the Strategy.

6.2. The Manager can initiate a Strategy closure by pressing the "Close Strategy" button on the Trading Platform. In the case that there are no active Followers of the Strategy, the closure will be processed immediately, otherwise the Strategy will be closed as soon as the processing of all Followings terminations is processed by the Company.

6.3. Profit distribution, if any, takes place once the Strategy is closed.

6.4. The Company can initiate a Strategy's closure. All open positions will be forcibly closed at market rates and profit distribution, if any, will take place.

6.5. The Company reserves the right but has no obligation to liquidate any Strategy in the following cases:

6.5.1. The level of return, as shown in the Strategy Account, has dropped to -99.99% or lower.

6.5.2. The level of return, as shown in the Strategy monitoring, has remained unchanged for 30 consecutive trading days, indicating the absence of trading activity on the Account. If this happens, the Account will be closed automatically.

6.5.3. There is suspicion of fraud.

6.5.4. The Manager has not adhered to the Company requirement to change the nickname or name of a Strategy which contains obscene language or language that is insulting to social, racial, national or religious identity. The Manager will be given a prior warning about their account being liquidated.

6.5.5. Other reasons. The Manager may or may not receive a prior warning and an explanation.

7. RISK DISCLOSURES

7.1. The Company does not guarantee profit related to Strategy Following. Positive Strategy performances in the past do not guarantee future positive results.

7.2. The Manager or the Follower accept responsibility for possible financial losses such as direct losses or profit lost resulting from the following risks:

7.2.1. Possible losses, unrealized profits, and so forth, that may arise while Following one or several Strategies;

7.2.2. Moral prejudice related to financial losses;

7.2.3. Risk of Strategy liquidation;

7.2.4. Risk of losses resulting from technical difficulties that can cause delays in funds transferring from one account to another;

7.2.5. Risk of the Manager lacking required skills, experience and education to materialise profits, whether expected or otherwise;

7.2.6. Risk of the Manager's inability to access the Strategy due to either objective or subjective reasons;

7.2.7. Risk of actions aimed at inflicting financial losses to Users with purpose of the Manager's profit;

7.2.8. Hacker attack risk, which can result in third parties accessing the Module and/or the Trading Platform;

7.2.9. Risk of delays in receiving information about alteration of the present or general Terms and Conditions;

7.2.10. Risk of misunderstanding of the present module Client Copy-Trading Agreement or general Terms and Conditions;

7.2.11. Risk of possible claims from the tax and financial authorities of jurisdictions where the Followers or the Manager are located, domiciled or permanent residents thereof.

7.2.12. Under no circumstance does the Company bear or accept responsibility for the consequences of such risks as listed above.

8. CONFIDENTIALITY AND PERSONAL DATA

8.1. The Company shall take all the possible measures in order to prevent any third-party interventions into personal information of its Clients except the cases when governmental institutions present valid requests.

8.2. The Company may disclose information concerning the Strategy, Manager and the Followers that is publicly available on the Trading Platform and its official websites.

8.3. The Company may collect information directly from the Strategy Manager or from other persons, including but not limited to credit reference agencies and fraud prevention agencies.

8.4. The Company may use or otherwise process the personal information of the Strategy Manager in relation with the provision of the Services.

8.5. The information which the Company holds about the Strategy Manager is confidential and will not be used for any purpose other than in connection with the provision of the Services. Information of a confidential nature will be treated as such provided that is not already in the public domain or in the legal possession of the Company and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by the Company.

8.6. The Company has the right to disclose confidential information of the Strategy Manager in the following circumstances:

8.6.1. Where required by law or as requested by regulatory and enforcement authorities, courts and similar bodies which have jurisdiction over the Company.

8.6.2. To investigate or prevent fraud or other illegal activity.

8.6.3. When the disclosure will be made to members of the Company's personnel that require information thereof for the performance of their duties under the Copy-Trading Agreement or to any third party in connection with the provision of the Services.

8.6.4. For purposes ancillary to the provision of the Services or the administration of the Strategy Account, including, without limitation, for the purposes of credit or identification enquiries or assessments.

8.6.5. At the Strategy Manager's request or with the Strategy Manager's consent.

8.6.6. To the Company's consultants, advisors, lawyers, auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well.

8.6.7. When related to court or other dispute resolution proceedings between the Company and the Strategy Manager.

8.6.8. Where required in compliance with the Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS).

8.7. The Strategy Manager agrees that the Company may pass information about the Strategy Manager to Companies belonging to the Company's group and to external companies to help the Company process and/or analyse it as part of the provision of the Module to the Strategy Manager. If the Strategy Manager does not wish the Strategy Manager's personal data to be used for such purposes, the Strategy Manager should give Written Notice to the Company.

8.8. The Strategy Manager acknowledges and accepts that the details of a Strategy are not considered to be personal data.

9. GOVERNING LAW AND JURISDICTION

9.1. This Copy-Trading Agreement shall be governed by and construed in accordance with the laws and regulations of the Republic of the Marshall Islands (RMI).

9.2. With respect to any proceedings, the Strategy Manager and the Follower irrevocably:

9.2.1. agree that the courts of the Republic of the Marshall Islands shall have exclusive jurisdiction to determine any proceedings; and

9.2.2. waive any objection which they may have at any time to the bringing of any proceedings in any such court.

10. VALIDITY OF THESE TERMS

10.1. All the provisions, terms and conditions of the present Copy-Trading Agreement shall enter into force immediately at the point of registration for an account with PrimeXBT, in accordance with the General Terms and Conditions.

10.2. The Company shall reserve the right to change terms and conditions of the present Copy-Trading Agreement at any time. Amendments enter into force immediately and the Client shall be considered to be informed about such changes and agrees to comply with them as soon as the amended Copy-Trading Agreement is published on the official website of the Company. Such amendments shall be applicable for all the Clients of the Company and Users of its Systems with no exceptions.

11. DISCLAIMER AND RISK WARNING

11.1. Copy-Trading is associated with various risks. You are hereby urged to carefully read and consider the following risks before utilizing the Copy-Trading Services. If you do not understand any of the risks or any of the terms contained herein, you should seek independent financial and/or legal advice before engaging in Copy-Trading.

11.2. The Services are contingent upon your decisions to Follow a specific Strategy. In making such decisions, You have considered your entire financial situation including financial commitments and you understand that engaging in Copy-Trading is highly speculative and that you could sustain significant losses.

11.3. PrimeXBT, its Affiliates, Directors, Employees and Agents are not investment or financial advisers. If you make investment decisions in reliance on information which is available on our websites or as a result of the use of the module you do so at your own risk and primexbt trading services llc and its affiliates, their employees and its agents will not be liable for any losses that you may sustain. You should not make any

investment decision without first conducting your own research. You are solely and exclusively responsible for determining whether any investment, or strategy, or any other product or service is appropriate or suitable for you based on your investment objectives and personal and financial situation.

11.4. No representation or guarantee is being made that any strategy will or is likely to achieve profits or losses similar to those shown and/or that a rating of a strategy shall not in fact be lower.

11.5. Past performance and/or ratings should be considered as hypothetical performance results. Hypothetical performance results have many inherent limitations. No representation or guarantee is being made that any strategy will or is likely to achieve profits or losses similar to the past performance or ratings shown. The actual percentage gains/losses experienced by followers will vary depending on many factors, including but not limited to, starting account balances (deposits and withdrawals), market behavior and the actual performance of a strategy.

11.6. There are frequently sharp differences between hypothetical/past performance results and the actual results subsequently achieved by any particular strategy. There are numerous factors related to the markets in general or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.

11.7. No aspect of the information and/or services provided and/or made available on our websites is intended to provide, or should be construed as providing, any investment, tax or other financial related advice of any kind. You should not consider any such content and/or any such feature to be a substitute for professional financial and/or investment advice. If you choose to engage in investment transactions based on content on the website and/or elect to allocate funds by following specific fund strategy, then such decisions and investments and any consequences following therefrom shall be your sole responsibility.

11.8. Primexbt and its affiliates do not provide investment advice directly, indirectly, implicitly, or in any manner whatsoever by making such information and/or features

available to you. You should use any information gathered from here and/or utilize the module only as a starting point for your own independent research and investment decision making.