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# CopyTrading Terms and Conditions

Skillling Limited

June 2023

## 1. Introduction

- 1.1. Skilling Limited (“we”, “us”, or “our”) is a private limited liability company incorporated under the Cyprus registration number HE373524 and regulated by the Cyprus Securities and Exchange Commission (hereinafter the “CySEC”), under licence number 357/18, with its registered office at 62 Athalassas Avenue, 2nd Floor, Office 22, 2012 Nicosia, Cyprus. For the purposes of these Terms references to “you”, “your”, or “client” refer to you, unless otherwise stated.
- 1.2. For client protection and satisfaction, you should take time to carefully read this Agreement as well as any other policies, additional documents and information available to you through our website prior to opening a trading account with us. By default, you must read, agree and accept all the General terms and conditions set out below, and any additional documents incorporated herein by reference before you establish a Business relationship with us (without modifications).
- 1.3. If you have objections to any of these general terms and conditions, or any part thereof, and/or if you do not agree to be bound by these general terms and conditions, or any part thereof, do not access and/or use our online trading facility in any way and inform us in writing immediately.
- 1.4. By accepting this Agreement, you agree to be bound by these terms and conditions and our Terms of Business (including any schedules, annexes, exhibits, amendments and/or side agreements, if any) that apply to your account and are always subject to any applicable laws. In the event of any conflicts or inconsistency between our Terms of Business and these Terms and Conditions, our Terms of Business shall prevail.

## 2. CopyTrading Disclaimer

- 2.1. Copy Trading is a product of the social trading community which is defined as clients’ willingness to share intelligence and expertise, including sharing of trading strategies and real time flow of trades, carried out on the basis of individual client choices or effected through the automated c-copy tool (“CopyTrading Services” or “CopyTrade”).
- 2.2. Our copy trading features include but are not limited to our community, "c-copy", which is a technical solution integrated with cTrader, and provided by our third-party provider Spotware Systems Ltd.
- 2.3. In the event, you decide to use our CopyTrading services, we will provide you with investment management services. This means that transactions will automatically be opened in your Account on your behalf with respect to the amount copying such a portfolio once initiated by the copied account, portfolio, and/or strategy. The opening of such transactions shall not require any prior consultation, consent, or approval. While we are permitted under our licence to provide investment advice services, we do not provide investment advice, nor provide any personalised investment recommendations and/or advice to you on the merits of any investments, either with respect to our Copy Trading services or any service.

## 3. Suitability to Use CopyTrading Services

- 3.1. By using our CopyTrading Services, you agree to the terms of our portfolio management service.
- 3.2. Our CopyTrading Services are not intended for use by residents of *Belgium, France and Italy*.
- 3.3. You have considered your entire financial situation, including financial commitments, in making the decision to copy a specific trader or traders, strategy, and/or portfolio, and you understand that using CopyTrading is highly speculative and that you could sustain significant losses, although not exceeding the amount used to copy a trader or traders.
- 3.4. CopyTrading does not constitute the same as providing investment advice. Your investments could increase or decrease in value.

3.5. CopyTrading allows you to copy other traders whose profiles are public, with some restrictions. More information on how to set up your strategy will be accessible once your account is qualified for CopyTrading.

#### 4. Consent and Acknowledgment by Clients to Associated Risks

4.1. Without limit to the generality of the foregoing, You have reviewed, consented to, and understand the risks associated with CopyTrading, as more fully described herein and/or in Section 6, including, but not limited to, automated trading execution, in which trades are opened and closed in your account without your manual intervention.

4.2. You further authorise us to execute any and all transactions and/or positions undertaken by the trader, account, portfolio and/or strategy you chose to CopyTrade, including without limitation, CopyTrading, stop copytrading and/or pause copyTrading another trader, account, portfolio and/or strategy and setting limits to any position (including copy position). These actions are done automatically once initiated by you and do not require any prior consultation, consent, or approval of ongoing activity/copied trades.

4.3. You hereby confirm that you acknowledge that you can cease, suspend, restrict, and/or limit any CopyTrading activity done by you using our platforms at any time, at your sole discretion. You are fully responsible at all times for monitoring, selecting, and assessing: (i) the suitability of the strategy provider or copied accounts; and (ii) the overall success of the copied trader, account, portfolio, and/or strategy.

4.4. We shall continue to use appropriate measures to monitor the performance of any copied trader, account, portfolio, or strategy against parameters established by it, which may include risk behaviour, profitability, drawdown, and any other parameters deemed relevant by us, and to suspend and/or block any trader, account, portfolio, or strategy from being copied. We reserve the right, at our sole and absolute discretion, to halt, copy, or cease copying any trader, account, portfolio, and/or strategy.

4.5. Without prejudice to the extent of Section 5 below, our offering of CopyTrading services does not constitute investment, tax, or other financial advice. You engage in the CopyTrading features at your own risk, and the company, its affiliates, employees, Clients, and agents will not be liable for any losses you incur as a result of doing so.

4.6. We, nor any copied trader, account, portfolio, or strategy, provide any guarantee about the future performance of your Account, any specific level of performance, the success of any investment strategy, or the success of our overall management of the Account. Investment strategies are subject to various market, currency, economic, political, and business risks. Investment decisions may not be beneficial, and you may lose the entire amount invested. Past performance does not guarantee or predict future performance.

#### 5. Copytrading Terms

5.1. You should note that We and our affiliates may take the same or similar positions in specific investments for our other Clients and our own accounts as we do for you, or We or our affiliates or other customers may open trades in an opposite direction to You. We have no obligation to purchase or sell, or to recommend for purchase or sale in your Account, any security which we or our Affiliates may purchase or sell for our other Clients and our own accounts. You should further note that we may elect to remunerate our copied traders.

5.2. To the maximum extent permissible under the applicable law, neither we nor any of our affiliates will be liable for (a) any loss arising from adhering to your written or oral instructions, (b) any loss that you may suffer by reason of any decision made or other action taken by an account elected to be copied by You, or (c) specifically any loss arising from any investment decision made or other action

taken or omitted in good faith by any copied account, strategy and/or a portfolio. Nothing in these Terms and Conditions will waive or limit any rights that you may have under any applicable laws which may not be waived or limited.

- 5.3. When using our CopyTrading services, We will provide you with investment management services. This means that transactions will automatically open in your Account on your behalf with respect to the amount copying such a portfolio once initiated by the copied account, portfolio, and/or strategy. The opening of such transactions shall not require any prior consultation, consent, or approval.
- 5.4. You are permitted to store, display, analyse, modify, and print the information made available through the Trading Platform. However, a Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without or consent. Therefore, Clients may not alter, obscure, or remove any copyright, trademark, or any other notices that are provided on the Trading platform or on our website.
- 5.5. Trading with Skilling by following the trades/strategy of other traders is associated with a high range of risks. Such risks may include the risk of copying the trading decisions of inexperienced/unskilled traders or traders whose ultimate goal or financial status may vary from yours. Before making the decision to copy a trader/strategy, you should consider your financial situation and conduct your personal assessment of the specific trader.
- 5.6. Past performance of Skilling community members, even of top-performing traders, is not indicative of future performance. Skilling does not guarantee that your account's performance, including any potential profits or losses, is likely to be similar to the trades/strategies you are copying. We are also unable to guarantee that the risk score of a trader will mirror the risk of their future performance.

## 6. Fees and Charges Associated with CopyTrading

The Strategy provider may impose any of the following fee structures (or a combination of any of them):

- 6.1. Management Fee is a periodic payment that the follower pays to a strategy provider regardless of the strategy performance and is set by a strategy provider as an annual percentage (maximum 10%) of the follower's equity.
- 6.2. Performance Fee is the percentage (maximum 30%) of the total net profit generated by a strategy on the Copy Trading Account and is paid at the end of each month, so a follower never pays twice for the same performance and/or underperformance.
- 6.3. Volume Fee is the amount (up to 10 USD) an investor pays per one million USD volumes copied. It is calculated per side and added to each position. The accrued amount will be paid monthly.
- 6.4. If you wish to learn more information about the fees and charges associated with copytrading you can access through our eBooks, where you can find an in-depth analysis alongside examples of fees calculation.
- 6.5. When you place a copy trade, you agree and acknowledge that Skilling is authorised to proceed in deducting from your Account and pay the Strategy Provider any payable fees like management fees, performance fees and/or volume fees.
- 6.6. Any payable fees are visible in the strategy settings under your Account profile. The Client should consider such fees before making a decision to invest in a strategy, as such fees may affect the performance of your CopyTrading Account.

## 7. Policy Review

- 7.1. The Company must evaluate copytrading arrangement-related data on an ongoing basis in order to identify prevalent challenges arising from varied copytrading strategy providers as well as clients and initiate relevant efforts to mitigate regulation-related issues and improve the efficacy of such arrangements.
- 7.2. The Company's policy is assessed and periodically reviewed, at least on an annual basis, or more frequently, should the need arise and any amendments to this policy shall be approved by the Company's Board of Directors. The client shall be notified in writing of the nature of the changes deemed appropriate by law, and the revised policy will be available on the Company's Website.

This Policy is the property of Skilling. Reproduction in whole or in part in any way including the reproduction in summary form, the reissue in a different manner and any changes in the original Policy or any translated version is strictly forbidden and is only allowed with the prior written consent of Skilling. This Policy was last updated June 2023.

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