

IFCMARKETS. CORP.
IFCM INVEST
TERMS AND CONDITIONS

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1. Definitions

Any terms not expressly defined herein, shall have the meanings ascribed to them in the Customer Agreement.

- 1.1. **IFCMARKETS. CORP. (hereinafter, “the Company”, “we” or “us”)** is a BVI incorporated company regulated by the British Virgin Islands Financial Services Commission (the “BVI FSC”, or the “FSC”) and holds Investment Business Licence No. SIBA/L/14/1073 (the “Licence”).

IFCMARKETS. CORP. is operating under the BVI Securities and Investment Business Act, 2010 (the “SIBA”, or the “Act”) and the BVI Regulatory Code, 2009, as the same may be modified and amended from time to time.

- 1.2. **IFCM INVEST** (hereinafter, the “Service”) is a service provided by the Company to connect Investors’ Investment Account(s) to the Manager’s Master Account(s) for the purposes of Investors subsequently following such Manager’s trading activity.
- 1.3. **Indicative Investor's Equity** is the value of an Investment Account which includes its balance plus the Share of all floating profits/losses from open CFD trading positions in the Master Account to which it is connected. Indicative Investor’s Equity is displayed on a real-time basis on a special webpage in the Online Trading Facility. It is provided for indicative purposes only and is not displayed either in the Trading Platform, or in account statements.
- 1.4. **Investment Account** is an account opened in the Trading Platform by the Investor to connect to the Master Account for the purpose of following the Manager’s CFD trading activity. An Investment Account cannot be used to perform CFD transactions.
- 1.5. **Investment Share** (hereinafter, the “Share”) is a share of an Investment Account in the total value of the Master Account. The Share is calculated at the moment of depositing/withdrawing to/from an Investment Account as a ratio of deposited/withdrawn amounts plus Indicative Investor's Equity to the sum total of Indicative Investor's Equities in all Investment Accounts connected to a particular Master Account at the time of processing a particular deposit/withdrawal request. The Share shall be recalculated each time a deposit or withdrawal request is executed on any of Investment Accounts that are connected to a particular Master Account.

- 1.6. **Investor** is the Company's Customer who has registered in the Online Trading Facility and has opened an Investment Account to connect to a Master Account to follow the Manager's CFD trading activity of the Investor's choice.
- 1.7. **Manager** is a Company's Customer who has registered in the Online Trading Facility and has opened a Master Account to connect Investors' accounts thereto and to perform CFD transactions.
- 1.8. **Manager's Fee** is a commission paid by the Investor to the Manager for following such Manager's CFD trading activity through the Master Account.
 - 1.8.1. **Performance Fee** is a Manager's Fee payable as a percentage by an Investor to the Manager for positive net profit from CFD trading activity through such Manager's Master Account.
 - 1.8.2. **Volume Fee** is a Manager's Fee payable by an Investor to the Manager as USD per CFD transactions volume traded on the Master Account according to the Share of the Investment Account connected to a particular Master Account at the closing of a position. Volume Fee shall be payable after the relevant CFD trading position is closed.
- 1.9. **Master Account** is an account opened in the Trading Platform by the Manager for the purpose of performing CFD transactions that will be followed by Investment Accounts. A Master Account cannot be used for depositing and withdrawing funds.
- 1.10. **Payment Account** is an account opened in the Trading Platform for the purpose of depositing funds to and withdrawing funds from Investment Accounts. A Payment Account cannot be used to perform CFD transactions.
- 1.11. **Trading Platform** - MetaTrader 4 or MetaTrader 5 platform.

2. General Provisions

- 2.1. This document defines the terms and conditions under which the Company provides the Service.
- 2.2. This document is part of a broader agreement with the Company including the Customer Agreement, Terms and Conditions of Business, the Risk Warning and the Privacy Policy. Therefore, all definitions and provisions therein, where the context so permits, shall apply to this document. Where there is a conflict between the provisions/definitions of this document and the above agreement, the latter shall prevail.

- 2.3. Both the Investor and the Manager shall be treated as Customers of the Company and therefore covered by the general agreement with the Company contained in the above documents.
- 2.4. This document shall become binding on a Company's Customer upon its proper acceptance by such Customer in the Online Trading Facility.
- 2.5. Where any provision of this document becomes or is deemed or recognised invalid for any reason, such invalidity shall not affect the legal force and validity of the other provisions of this document. In this case, this document shall apply in full with the exception of the part recognised invalid.
- 2.6. The Company has the right to amend the provisions of this document at any time. Therefore, you should review these pages from time to time so as to ensure that you are aware of any such changes. Any amendments shall take effect and become binding on the Customer upon publication in the Online Trading Facility.
- 2.7. The IFCM Invest Service is not an asset management tool. It is a software service solution provided by the Company to its one Customer (Investor) allowing such Customer to get access to the services provided by the Company's other Customer (Manager) comprising the possibility to follow the Manager's CFD trading activity.

3. Obligations, Representations and Warranties of Investors and Managers

- 3.1. The Manager and the Investor represent and warrant that by performing activities as Manager or Investor, they do not violate the requirements of the legislation of their country of residency (including, but not limited to, currency, tax, civil and other laws).
- 3.2. Upon violation of the above guarantee, the Manager or Investor (as applicable) shall at their own expense resolve any and all disputes and settle any and all claims arising in relation to their activities in their capacity as Manager or Investor.
- 3.3. The Manager and Investor, by virtue of using the Service, are not hereby granted the right to use the logo, Company name and trademark, or to make any promises, issue obligations or warranties on behalf of the Company or the Service, or perform any other actions that could bind the Company in any way, and their use of the Service at their own discretion shall not entitle them to file any complaints or claims to or on behalf of the Company.
- 3.4. Where any complaints or claims are filed against the Company as a result of any Manager's or Investor's failure to comply with the requirements of this document, such Manager or Investor shall bear the full burden of proof of the Company's default based on this document and the broader agreement with the Company.

4. Privacy Policy

- 4.1. Manager agrees that any and all pertinent information about his Master Account (including but not limited to, name, description, equity, trading statistics, trading history, account lifetime) is made publicly available through the Online Trading Facility.
- 4.2. For the purpose of providing the Service, the Customer may be required to disclose Personal Data (as defined in the Customer Agreement), such as but not limited to, full name, email, address, contact details and trading history to third party vendors providing technical or other solutions to the Service with whom the Company has a contractual relationship necessary to provide the Service. By accepting these terms you provide us with your consent to share your Personal Data with such third parties.

5. Creation of the Master, Investor and Payment Accounts

- 5.1. The Master, Investor and Payment Accounts can be opened upon a Customer's request submitted through our Online Trading Facility.
- 5.2. The creation of an Investment Account or a Master Account is only possible after a Payment Account has been opened.
- 5.3. For opening a Master Account, the Manager must specify their name and add an account description. The name and description of a Master Account are published in our Online Trading Facility and must not contain any of the following elements: obscene language or any elements that are insulting in nature, including racial, religious, nationalistic and ethnic slurs; guarantees of profits or other promises; direct or indirect references to competitors or their advertising; the word "IFC Markets", "IFCM", "IFC" or any similar wordings; names of government officials and agencies; references to gaming or financial pyramid schemes; any hyperlinks; names of Master Accounts of other Managers where such reference would clearly mislead Investors as to which Manager owns a particular Master Account. The following elements can be used: the Manager's first and last names; the names of trading indicators; descriptions of a trading strategy; and any other elements that don't violate the restrictions listed above. The Company reserves the right to change the name and description of a Master Account at its own discretion and without prior notice.
- 5.4. The Company reserves the right to restrict its Customers or potential Customers from opening any Payment, Master or Investment Accounts in their entirety or in

part at its own discretion, without prior notice and without an obligation to provide any reasons.

6. Connection of an Investment and Master Accounts

- 6.1. Where an Investor desires to connect an Investment Account to a particular Master Account, such Investor must submit an appropriate request through our Online Trading Facility.
- 6.2. A single Investment Account can be connected to a single Master Account only.
- 6.3. To disconnect any Investment Account from the Master Account an Investor should submit a request to unsubscribe, or withdraw all funds from, a particular Investment Account. Such a request shall be executed according to the rule set by the Manager on the Master Account to which a particular Investor Account is connected.
- 6.4. Any unsubscribed Investment Account can only be reconnected to the same Master Account to which it was connected before.

7. Distribution of CFD transactions between Master and Investor Accounts

- 7.1. Any CFD transactions on a particular Master Account can only be performed by the Manager .
- 7.2. All Investors shall share in the profit/loss made on the Master Account pro rata to the Share of their Investment Accounts connected to a particular Master Account.
 - 7.2.1. All profit/loss shall be distributed to Investment Accounts with the precision of the minimum available part of the Balance Currency of the Investment Account.
 - 7.2.2. Any Investor can monitor the distributed profit/loss of closed CFD transactions on the Investment Account in the Trading Platform as balance transactions.
 - 7.2.3. Current CFD transactions, equity and free margin representing the current state of Investment Accounts as per their Share in the activity on the Master Account will not be displayed in the Trading Platform. This information shall be displayed on a special web-page in our Online Trading Facility as indicative information.
 - 7.2.4. CFD transactions are entered into the Trading Platform on the Manager's Master Account and transaction history is displayed for such Manager's Investors on a special web-page in our Online Trading Facility pro rata to the Share of their Investment Accounts as indicative information.

8. Deposits to/withdrawals from Investment Accounts

- 8.1. Deposits to/withdrawals from Investment Accounts can only be made from/to the Payment Account.
- 8.2. Deposits to/withdrawals from Investment Accounts shall result in the same deposit/withdrawal on the Master Account to which such Investment Account is connected.
- 8.3. To be able to submit a deposit or withdrawal request, any Investment Account must be connected to a Master Account.
- 8.4. For making a deposit to or withdrawal from any Investment Account, a relevant request must be submitted by the Investor. All such requests shall be executed according to the rule set by the Manager on the Master Account to which such Investment Account is connected.
- 8.5. No Manager can reject a request for the deposit or withdrawal of available funds.
- 8.6. An Investor can only cancel a deposit/withdrawal request which has not been executed.
- 8.7. After execution of a deposit/withdrawal requests to/from an Investment Account, the open positions on the Master Account shall be re-allocated according to the new Shares of all Investment Accounts connected to a particular Master Account.
- 8.8. Deposits to/withdrawals from any Investment Account shall not affect any positions opened on the Master Account to which a particular Investment Account is connected, with the exception of a withdrawal of funds caused by the closure of an open position by Stop-Out.
- 8.9. If the currency of the Investment Account is different from that of the Payment Account, the funds to be transferred shall be converted at the internal exchange rate of the Company at the time of processing such deposit/withdrawal request.

9. Manager's Fee

- 9.1. The Manager's Fee shall be calculated and paid automatically from the Investment Account to the Manager's Payment Account.
- 9.2. A Manager can change the Manager's Fee in the Online Trading Facility, affecting only the Investment Accounts connected after such Manager's Fee was changed. The old Investment Accounts shall retain the previous fee settings.
- 9.3. The Performance Fee shall be calculated according to the Share of the Investment Account and shall be payable only on the net new rises in asset value:

9.3.1. Calculation formula is "Performance fee = (Realised profit/loss + Floating profit/loss - Previous Realised profit/loss - Previous Floating profit/loss) x % of Performance Fee".

9.3.2. The Performance fee shall be payable:

9.3.2.1. once in a period (day / week / month) at 00:00 CET, as configured by the Manager in the Online Trading Facility;

9.3.2.2. upon execution of the withdrawal request from the Investment Account connected to the Master Account;

9.3.2.3. upon execution of the unsubscribe request of the Investment Account from the Master Account.

9.4. The Volume Fee shall be payable on CFD transactions made with instruments in certain groups such as Forex Major, Forex Minor, Forex Exotic, Precious Metal and Gold Instrument.

9.5. Where the currency of the Manager's Fee payable differs from the currency of the balance in the Manager's Payment Account, the Manager's Fee shall be converted at the Company's internal exchange rate existing at the time of payment.

10. Risks

10.1. In terms of the provided Service, the Company does not bear any responsibility either for the Manager's actions or for the Investor's actions.

10.2. The Company does not guarantee profit. Positive trading results in the past do not guarantee any future positive trading results.

10.3. The Manager and the Investor hereby accept full responsibility for possible financial losses such as direct losses or lost profit arising from the following risks:

10.3.1. the risk that the Manager does not possess the necessary qualification or knowledge required to manage Investors' funds;

10.3.2. the risk that the Manager may not observe Investors' interests or may carry out fraudulent operations in relation to the funds in Investment Accounts that are connected to a particular Master Account;

10.3.3 the risk that the Manager may lose control over a particular Master Account;

10.3.4. the risk that third parties may have gained unauthorised access to the management of the Master Account;

- 10.3.5. the risk that the Manager or the Investor may have misunderstood or misinterpreted this document;
 - 10.3.6. the risk of unforeseen delays in transfers between accounts or late execution of deposit/withdrawal requests on any Investment Account;
 - 10.3.7. the risk of liquidation of any Master Account;
 - 10.3.8. the risk of Stop-Out on any Master Account caused by a withdrawal of funds by other Investors.
- 10.4. Investors shall bear full responsibility for their decisions and shall be fully financially liable for any negative equity incurred on the Master Account pro rata to their Share.
- 10.5. Under no circumstances shall the Company be held liable for the consequences of the aforementioned risks.