



**HF Markets (SV) Ltd**

**COPY COLLABORATION PROGRAM**

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## 1. General Terms and Conditions

- 1.1. The Copy Collaboration Program (herein the “**Program**”) is available to Company’s Clients who have satisfied the criteria for this Program as set out in this Program’s terms and conditions.
- 1.2. The Copy Collaboration Program is a program offered by HF Markets (SV) Ltd (herein the “**Company**”) to its Clients who have become Strategy Providers as per the provisions of the Copy Agreement, and Affiliates as per the provisions of the Affiliate Agreement.
- 1.3. In order for a Client to be eligible to participate in the Program:
  - (a) He must have an Account with the Company as per the terms and conditions of the Company’s Account Opening Agreement;
  - (b) he must have opened a Strategy Provider Account with the Company as per the provisions of the Company’s Copy Trading Agreement; or
  - (c) he must have become an Affiliate of the Company as per the terms and conditions of the Company’s Affiliate Agreement; and
  - (d) he must have completed the age of 18 or the legal age applied in his country of residence or otherwise must not be considered as a "minor" in his country of residence.
- 1.4. This Program is available to Strategy Providers who wish to share a percentage of their Performance Fee with Affiliates, with respect to Introduced Clients who choose to follow a Strategy Provider Account that has joined this Program.
- 1.5. This Program applies only to any Performance Fee emanating from an Affiliate’s Introduced Clients, as soon as the Affiliate chooses to join the Program and collaborate with the relevant Strategy Provider Account that has joined this Program.
- 1.6. The terms and conditions of this Program shall be accepted by Strategy Providers and Affiliates prior to joining the Program.
- 1.7. Strategy Providers and Affiliates hereby acknowledge, confirm and accept to be legally bound by the terms and conditions as set out in this Program and/or any other legally binding Operative Agreement between them and the Company.

## 2. Definitions

- 2.1. The following words shall have the meaning set out herein:

“**Client**” means a natural or legal person who has been accepted by the Company as its Client and

to whom the Company shall provide the services outlined in the Account Opening Agreement under the terms and conditions therein;

**“Company”** means HF Markets (SV) Ltd, a company duly registered under the laws of the Republic of Saint Vincent and the Grenadines with registration no. 22747 IBC 2015;

**“Follower”** is a Client who has registered for a Follower Account via the Company’s Website and has been assessed and approved as a Follower by the Company under the provisions of the Copy Trading Agreement;

**“Introduced Client”** means the Client introduced to the Company by an Affiliate;

**“Affiliate”** means any natural person or legal entity obtaining remuneration from the Company for acting as a mediator between prospective clients and the Company and carrying out activities deemed necessary for the conclusion of an agreement between the Company and Prospective Clients;

**“Law”** means the International Business Companies (Amendment and Consolidation) Act Chapter 149 of the Revised Laws of Saint Vincent and the Grenadines of 2009;

**“Strategy Provider”** is a Client who has registered for a Strategy Provider Account via the designated page on the Company’s Website and has been assessed and approved as a Strategy Provider by the Company as per the terms and conditions of the Copy Trading Agreement;

**“Operative Agreements”** shall mean the agreements entered into by the Client and the Company that govern all trading activity of the Client. Operative Agreements consist of the Account Opening Agreement, the Terms of Business, including in each case any addendums thereto and the risk disclosure notice, accessible through the Website as the same may be amended from time to time. In addition, it also includes the Order Execution Policy, Conflicts of Interest Policy, Complaints Handling Process, Privacy Policy and Client Categorisation Policy;

**“Party”** or **“Parties”** shall refer to the Strategy Provider, Affiliate and the Company collectively or individually, where the context requires so;

**“Prospective Client”** means any natural or legal person who does not have an account with the Company and who is identified by an Affiliate as a business opportunity for the conclusion of a financial contract with the Company;

**“Performance Fee”** is the fee payable by the Follower to the Strategy Provider in the case where the trading strategy followed has provided positive results for the Follower;

“**Shared Collaboration Amount (SCA)**” refers to the amount that is deducted from the Strategy Provider’s Performance Fee and which is paid to the Affiliate;

“**Shared Collaboration Percentage (SCP)**” refers to the percentage of generated Performance Fee that the Strategy Provider is willing to share with the Affiliate and determined by the Strategy Provider upon joining the Program;

“**Website**” shall mean any website maintained by the Company from time to time;

2.2. All references to a statutory provision include references to:

- (a) any statutory modification, consolidation or re-enactment of it, whether before or after the Effective Date of these terms and conditions, for the time being in force;
- (b) all statutory instruments or orders made pursuant to it; and
- (c) any statutory provision of which that statutory provision is a re-enactment or modification.

2.3. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

2.4. Unless otherwise stated, reference to a clause, party, appendix or a schedule shall mean a clause or a party, appendix or schedule of these terms and conditions.

2.5. The clause headings are inserted for ease of reference only and do not affect the construction of these terms and conditions.

### **3. Acknowledgement**

3.1. The Parties acknowledge that they read, understood and accepted the terms and conditions herein and any Operative Agreement of the Company as amended from time to time which is available on the Company’s Website.

3.2. The Parties hereby acknowledge that the following actions show their approval of this Program’s terms and conditions:

- (a) By joining the Program via the Company’s Website;
- (b) By accepting the terms and conditions of the Program;
- (c) By continuing to access or use the Company’s Website;

(d) By receiving any commissions and/or payments from the Company as per these terms and conditions and/or any other Company's agreement.

3.3. Under the provisions of the International Business Companies (Amendment and Consolidation) Act of 2007, the Electronic Evidence Act of 2004 and the Electronic Transactions Act of 2007, a distance contract is legally binding upon the contractors without the requirement of a signature. The Parties hereby acknowledge that these terms and conditions thereof are legally binding upon them and breach of any of the terms and conditions shall give rise to possible legal actions, should out-of-court settlement does not prove of a sufficient settlement method of any matter arising out of or in connection with any of the terms and conditions thereof.

#### **4. Registration of Affiliates**

4.1. The Affiliate can join the Program via his Client Area. Unless otherwise decided by the Company at its sole and absolute discretion, the Affiliate may join the Program and collaborate with any Strategy Provider Account without any limitations.

4.2. The Affiliate can choose with which Strategy Provider Account he wishes to collaborate, from a list of all Strategy Provider Accounts that participate in the Program available in his Client Area.

4.3. Once the Affiliate chooses to collaborate with any Strategy Provider Account, the Affiliate shall begin receiving the Shared Collaboration Amount emanating from the trading activity of his Introduced Clients who choose to follow the relevant Strategy Provider Account.

4.4. The Affiliate has no option to change the Shared Collaboration Percentage which was set by the Strategy Provider.

4.5. The Affiliate may review the performance of all his collaborations with Strategy Providers via his Client Area.

4.6. Affiliates are not allowed to terminate any collaboration with any Strategy Provider unless the Strategy Provider provides his written consent to the Company. It should be noted that upon the mutual agreement of both a Strategy Provider and Affiliate for the termination of their collaboration, no additional Shared Collaboration Amount shall be paid to the Affiliate.

## 5. Registration of Strategy Providers

- 5.1. The Strategy Provider can join the Program via his Client Area. The Strategy Provider may join the Program for each of his active Strategy Provider Accounts.
- 5.2. Both public and private Strategy Provider Accounts can participate in the Program.
- 5.3. Upon registration of the Strategy Provider to the Program, he may choose the Shared Collaboration Percentage he is willing to share with an Affiliate. The Shared Collaboration Percentage that can be set up by the Strategy Provider shall be between 1% to 90% only.
- 5.4. By selecting the relevant Shared Collaboration Percentage, the Strategy Provider allows part of his Performance Fee to be paid to the Affiliate for all of his Introduced Clients who are following the Strategy Provider Account.
- 5.5. It should be noted that the Strategy Provider can increase the Shared Collaboration Percentage of an existing collaboration as many times as he wants, however, he can never decrease it. Strategy Providers reserve the right at their sole and absolute discretion to set different Shared Collaboration Percentages with Affiliates for the same Strategy Provider Account.
- 5.6. It should be further noted that the Strategy Provider can decrease the initial Shared Collaboration Percentage for any of his selected active Strategy provider Account(s) following the Company's approval only, however, the decreased Shared Collaboration Percentage shall apply for collaborations that did not pre-exist prior to the Shared Collaboration Percentage decrease.
- 5.7. The Strategy Provider upon joining the Program, his selected active Strategy Provider Account(s) will be listed on the relevant performance page listing of all participating Strategy Provider Accounts.
- 5.8. In case any Clients follow a Strategy Provider Account prior to the collaboration between an Affiliate and Strategy Provider commences, the Affiliate shall not be entitled to any Performance Fee generated prior to the collaboration taking place.
- 5.9. The Strategy Provider may view all of his collaborations via his Client Area.
- 5.10. Strategy Providers are not allowed to terminate any collaboration with any Affiliate unless the Affiliate provides his written consent to the Company. It should be noted that upon the mutual agreement of both a Strategy Provider and Affiliate for the termination of their collaboration,

no additional Shared Collaboration Amount shall be paid to the Affiliate.

## 6. Calculation and Payment of Shared Collaboration Amount

6.1. The calculation and payment of Shared Collaboration Amount takes place upon Performance Fee deduction from the Strategy Provider.

6.2. Examples of Shared Collaboration Amount calculation:

Strategy Provider's Performance Fee Generated from Introduced Client(s)	Collaboration Percentage	Affiliate's share	Strategy Provider's share
100 USD	30%	30 USD	70 USD

Strategy Provider's Performance Fee Generated from Introduced Client(s)	Collaboration Percentage	Affiliate's share	Strategy Provider's share
5000 USD	50%	2500 USD	2500 USD

Strategy Provider's Performance Fee Generated from Introduced Client(s)	Collaboration Percentage	Affiliate's share	Strategy Provider's share
0 USD	30%	0 USD	0 USD

6.3. The Shared Collaboration Amount is paid to the Account of the Affiliate automatically every Saturday or at the time of withdrawal or time of unfollowing.

6.4. It should be noted that the Shared Collaboration Amount of the Affiliate may be distributed

to the Affiliate's parent Affiliate(s).

## **7. Prohibited Trading**

7.1. If the Company suspects or has reasons to believe that a Strategy Provider and/or an Affiliate and/or an Introduced Client is involved in any form of prohibited trading i.e. certain trading techniques commonly known as "arbitrage trading", "picking/ sniping" or the use of certain automated trading systems or "Expert Advisors"; and/or follow an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts, the Company reserves the right to:

- (a) terminate this Program with immediate notice to the Parties and/or the business relationship established between the Company and a Strategy Provider and/or an Affiliate;
- (b) close the Strategy Provider's or Affiliate's account with the Company and/or suspend his account for an indefinite period of time;
- (c) charge a penalty fee to the Strategy Provider and/or the Affiliate as the Company deems fit and proportionate;
- (d) close the account, confiscate any profits that arose from prohibited trading techniques and return the original deposit(s) to the Strategy Provider or Affiliate. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the Strategy Provider's or Affiliate's related accounts in order to make up for the difference.

## **8. Amendment and Termination**

8.1. The Company has the right to unilaterally amend the terms and conditions of this Program from time to time, without any of the Parties' consent.

8.2. This Program is available to the Strategy Providers and Affiliates of the Company at the Company's discretion. The Company has the right to terminate and/or remove this Program including any rights derived from this Program (e.g. payment of the Shared Collaboration Amount) at the Company's sole and absolute discretion without providing any notice or

reasons to either the Strategy Provider or the Affiliate.

- 8.3. The Company reserves the right to disqualify any Strategy Provider or Affiliate in the event that any prohibited trading activities are undertaken within any of their trading accounts or/and any other account related to it.
- 8.4. If the Company suspects or has reason to believe that a Strategy Provider and/or Affiliate has submitted fraudulent details and/or false identification information during registration for the Program and/or during the Account Opening Process for opening a Live Account with the Company, the Company reserves the right at its absolute and sole discretion to disqualify the Strategy Provider and/or Affiliate from this Program and/or any other program offered by the Company.
- 8.5. If the Company suspects or has reason to believe that a Strategy Provider or Affiliate has abused and/or manipulated in any way any of the terms and conditions of this Program and/or any other program of the Company and/or has not acted in good faith, the Company reserves the right at its absolute and sole discretion (i) to disqualify the Strategy Provider and/or Affiliate from this Program and/or any other program offered by the Company with immediate effect and/or (ii) withdraw and/or withhold any generated Shared Collaboration Amount.
- 8.6. If the Company suspects or has reason to believe that a Strategy Provider and/or Affiliate and/or an Introduced Client has abused and/or manipulated any of the terms and conditions of this Program and/or any other program offered by the Company and/or any other agreement of the Company, by hedging his positions internally (using other trading accounts held with Company) or externally (using other trading accounts held with other brokers) and/or has not acted in good faith, the Company reserves the right, at its absolute discretion and without obtaining the Client's consent, to remove the Program from the Strategy Provider and/or Affiliate or from his winning hedged Accounts and/or withdraw and/or withhold any generated Shared Collaboration Amount with immediate effect.

## **9. Exclusion of Liability**

- 9.1. The Company shall not be liable for:
  - (a) any loss, expense, cost or liability of any kind or nature suffered or incurred by the Strategy Provider and/or the Affiliate unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Company's gross negligence and/or

fraud on behalf of the Company and/or the intended failure of the Company's obligations under this Program; and/or

- (b) any conflict and/or dispute arising between a Strategy Provider and an Affiliate which has resulted by their participation in the Program as offered by the Company;
- (c) for any obligation of the Company arising under any term, express or implied, under statute or common law.

## **10. Indemnity**

10.1. The Parties agrees to hold and keep the Company indemnified against all actions, suits, claim, demand, settlement, recovery, costs and expenses which the Company may incur and which may have arisen directly or indirectly from the Affiliate's or Strategy Provider's act, omission, misrepresentation or negligence, failure to cooperate with the Company's request or out of the breach of these terms and conditions.

## **11. Governing Language**

11.1. The terms and conditions of this Program and any other Operative Agreement of the Company are made in the English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions of English shall prevail.

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