

INSTANT TRADING EU LTD

Terms of Agreement of the On Your Side Portfolio Services

Instant Trading EU Ltd. is a company incorporated and registered under the Laws of the Republic of Cyprus under Registration Number HE 266937, having its head office at 23A, Spetson, Leda Court, Block B, Office B203, Mesa Geitonia, CY- 4000 Limassol, Cyprus, holder of a license from the Cyprus Securities and Exchange Commission (hereinafter "CySEC") to act as a Cyprus Investment Firm with License Number 266/15 to provide investment and ancillary services, (hereinafter "the Company"). The Company offers services to its Clients through the Trading Platform(s).

The terms used herein shall be interpreted as indicated below. The terms not described herein shall be interpreted according to the "Terms" section of the Company's Terms and Conditions, or as commonly used by participants of financial markets.

Definitions

An affiliated party website shall mean the instaforex.com website operated by the Company, which website provides the technical solution of the ForexCopy System.

Available means of communication shall mean any registered form of interaction in the Client cabinet, via the OYS Portfolio system, phone, messengers, and emails.

Monitoring means a particular page that provides information about the Company's Portfolios.

OYS is an abbreviation for On Your Side.

The Client shall mean an individual or a company that entered into the Client Agreement with the Company and opened a trading account. Herein the Client also means an individual or a company with an opened trading account willing to register with the OYS Portfolio system.

The Company is considered the Trader in the case of the portfolio(s) that the Company may have put together.

The Company's commission is a commission that the Company receives from the Follower according to a rate for participation in the OYS Portfolio system established when the Follower chooses to follow the Company.

The Company's Portfolio account is a special trading account that consists of tradable assets (one or more), Portfolio, and is managed by the Company on the MT4 platform for the purposes of

- investments in financial instruments to generate profit,
- creating an active Portfolio to be promoted to the Clients with the aim of copying trades to the Followers' accounts,
- internal automated calculation of the Company's commissions payable by Followers,
- calculation of profits or losses,
- other similar trading operations.

The Company's Terms and Conditions (Client Agreement) is the public offer agreement accepted by an individual or a company before registration as a Client of the Company.

The Follower shall mean the Company's client, an investor in the OYS Portfolio, registered as a follower.

The Follower's account shall mean a special personal account on the MT4 platform registered with the Company for internal calculation of the Client's deposits, withdrawals, gains, losses, charges, and similar, as well as of the amount payable to the Company for the OYS Portfolio service.

The Follower Cabinet (area) shall mean a designated personal area where all account related information is made available to the Client.

The OYS Portfolio are portfolios put together by the Company.

The OYS (Portfolio) account is an account registered with the Company to join the OYS Portfolio copy system.

The OYS Portfolio service is an investment and/or trade in CFDs and securities by copying the trades of the portfolios the Company has put together.

The present Agreement shall mean this "Terms of Agreement of the OYS Portfolio Services".

1. Scope of Services

- 1.1 These Terms and Conditions cover the entire scope of services provided by the OYS Portfolio including, but not limited to the use of the Company's and affiliated party's websites and/or applications, the use of trading and the OYS Portfolio services, data collection and storage practices, downloadable material from the Company's and affiliated party's websites, financial information published on the Company's and affiliated party's websites (either by the Company or by an affiliated party), electronic content, real time information about the exchange rate of currencies, tools for execution of transactions in the foreign exchange market via the Internet or by phone, and any other features, content or services that the Company may add in the future. These Terms and Conditions cover any form of communication between the Company and the Client including email, telephone, and any other means of communication the parties agree upon.
- 1.2 The services are offered in relation to transactions in securities, where the holders of equity securities (e.g. shares) can benefit from capital gains by selling stocks; contracts for differences where the underlying assets include foreign currency, shares, indices, commodities, and virtual assets (collectively "**CFDs**"). The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, all or any part of the Company's services with or without notice. The Follower hereby agrees that the Company shall not be held liable for any modification, suspension or discontinuance of all or any part of the Company's services.
- 1.3 By using the OYS Portfolio, the Follower agrees to use the ForexCopy portfolio management service of the Company.

- 1.4 Before the Follower can engage in the OYS Portfolio, the Company will assess what trading strategies are suitable for the Follower and under what conditions (“the **Suitability Assessment**”). The Company will update the Suitability Assessment from time to time. The Follower hereby confirms and acknowledges that the Company’s assessment of the Follower’s use of the OYS Portfolio is performed on the basis of the information and documents provided by the Follower, and the Follower further confirms truthfulness, correctness and completeness of such information. The Follower hereby acknowledges that the Company may rely upon such information, and that the Follower is responsible for any damages or losses that may result from any inaccuracy. The Follower can revisit its suitability questionnaire at any time and evaluate whether there has been a change to its experience, trading objectives and/or financial situation.
- 1.5 The Company shall provide to the Follower the Suitability Assessment and the OYS Portfolio services.
- 1.6 The Company shall be reporting to the Follower on the resulting transactions as defined herein and/or received from the Follower as related to the OYS Portfolio services.
- 1.7 In making a decision to invest in the Company's OYS Portfolio and/or follow a particular strategy, the Follower has considered its entire financial situation, including financial commitments. The Follower understands that using the OYS Portfolio is highly speculative, and that the Follower could sustain losses exceeding the amount invested in the OYS Portfolio and, possibly, the total amount on its account.
- 1.8 The Follower has reviewed and acknowledged the risks associated with the OYS Portfolio as described herein, including but not limited to, automated trading execution, whereby the opening and closing of trades happens in the Follower’s account without the Follower’s manual intervention.
- 1.9 The Follower hereby authorizes the Company to limit and/or withhold the OYS Portfolio investment based on the Company’s ongoing suitability assessments in accordance with its policies and procedures. The Follower further authorizes the Company to execute all actions undertaken by the Company the Follower chose to invest in. These actions are taken automatically once a deposit made by the Follower is received by the Company and deposited to the Follower’s OYS Account, and do not necessarily require any pre-authorization. The Follower hereby acknowledges that at any time, upon its sole discretion, the Follower can stop any OYS Portfolio activity performed by the Follower by communicating the request via the Copy Portfolio System or contacting the Account Manager by phone, email or any other available means of communication.
- 1.10 The provision of the OYS Portfolio does not constitute investment advice on the Company’s part. The Follower uses the OYS Portfolio at its own risk, and the Company and its affiliates, employees, clients and agents shall not be liable for any losses that the Follower may sustain as a result of using such features.
- 1.11 The Follower hereby confirms understanding that due to the structure of subscription fees, in particular cases the Follower may pay even if the result of copying is negative for the

Follower. The Follower further confirms that in some cases subscription fees can be substantial; all these are determined by the Company and are approved by the Follower when the Follower subscribes to the Copy Portfolio service.

- 1.12 The Follower agrees to receive reports of transactions and notifications if the negative result of copying deals depreciates by 10 % or more. Notifications are sent by email no later than the end of the business day when the threshold is exceeded, or the close of the next business day.
- 1.13 The Client hereby agrees that subscription to the Copy Portfolio Service occurs at the time of registration of the OYS Client's account via the Client Cabinet.

2. OYS Portfolio system – the Company

- 2.1 The Company will generate commission from the Follower, where the Company's commission is an agreed fee from copied transactions on the Followers' accounts during the whole period of the offer. Details can be found on the [website](#) and in the [Specification of the Trading Instruments](#).
- 2.2 The Company confirms that it takes part in the OYS Portfolio system with the best intentions and acts in the best interest of the Followers who are copying the Company's Portfolio.
- 2.3 The Company shall provide participants of the OYS Portfolio system with an access to the IT system of the Company designed for exchange of information between different accounts in order to allow the interested parties to copy other parties' trades, where the Company acts as the means of exchanging information, as well as the manager of fees charged to the Follower for the benefit of the Company.
- 2.4 The Company shall not be held liable by participants of the OYS Portfolio system for lost profit or losses that may directly or indirectly occur as a result of trading operations performed or not performed by the Company. The Follower hereby acknowledges and assumes all risks. The Follower understands that Risk Disclosure may not contain full information about possible risks and assumes all risks reasonably caused by the Company or a third party. The Follower hereby acknowledges the risk of all losses incurred from investment in the OYS Portfolio.
- 2.5 The Company shall not be held liable by participants of the OYS Portfolio system for lost profit or losses that may directly or indirectly occur as a result of their ignorance of the regulatory documents or cooperation schemes.
- 2.6 The Company shall not be held liable for:
- a) The Follower losing access to its trading accounts, or third parties gaining access to these accounts. In this case, the Follower shall bear all possible risks.
 - b) Unforeseen delays when withdrawing funds or transferring them between accounts (if these occur through no fault of the Company).
 - c) Technical malfunction, if it occurs through no fault of the Company, but of the Company's partner or other parties that are not the Company's employees.

- d) The Follower's losses that occur during maintenance operations on the Company's servers.
- 2.7 The Follower hereby acknowledges that under the present Agreement the Company shall provide technical implementation of the OYS Portfolio system disclaiming any responsibility for results of trades on the Follower's account.

3. Risks Associated with Copy Trading

The Company provides the Follower with the ability to interact, follow and copy the OYS Portfolio by using information and/or copy trading features provided and/or made available on the Company's and affiliated party websites and/or trading platforms. The OYS Portfolio is associated with various risks, and the Follower is urged to carefully read and consider the following risks before using the OYS Portfolio system:

- 3.1 The OYS Portfolio involves automated trading execution, which means that trades are opened and closed in the Follower's account without the Follower's manual intervention.
- 3.2 In making a decision to invest in the OYS Portfolio and/or follow a particular strategy, the Follower has considered its entire financial situation, including financial commitments, and understands that using the OYS Portfolio is highly speculative, and that the Follower could sustain losses exceeding the amount invested in the OYS Portfolio up to the total amount invested in its account.
- 3.3 The Company, its affiliates, their employees and agents are not investment or financial advisers. If the Follower makes investment decisions in reliance on information available on the Company's and affiliated party's websites, or as a result of the use of the OYS Portfolio features, the Follower does so at its own risk, whereas the Company, its affiliates, their employees and agents shall not be held liable for any losses that the Follower may sustain.
- 3.4 The Follower should not make any investment decision without first conducting its own research. The Follower is solely and exclusively responsible for determining whether any investment, or strategy, or any other product or service is appropriate or suitable for him/her based on the Follower's investment objectives and personal and financial situation.
- 3.5 If the Follower places additional trades in its account, or modifies or cancels an order generated by the OYS Portfolio, the Follower may achieve a materially different result than the Company.
- 3.6 The Follower hereby agrees that if by any technical and/or organizational reason the Follower's subscription to the OYS Portfolio is stopped by means other than un-subscription by the Follower or the Company, the Company shall not be held accountable for trades that were left open following such un-subscription. The Follower hereby accepts that such trades left open may be profitable or equally result in a loss. In case the Follower does not request the trades to be closed (including cases when the Follower was not informed that the

- subscription had been stopped because of technical or organizational issues), the Follower accepts the above and any risks arising from continuing to have the trades open.
- 3.7 The Follower hereby confirms that the OYS Portfolio is a technically sophisticated service, and particular bugs may occur in the future from time to time with a relatively high probability. The Follower hereby confirms that the OYS Portfolio does not make decisions about trades but only transmits information about trades from one account to another. Thus, in situations where such transmission is performed with an error (or was not performed because of errors) is accepted by the Follower as a random circumstance that does not impact mathematically the probability of the Follower's getting a profit or loss, and thus cannot be considered a reason to claim from the Company any profits or compensation of any losses sustained in excess of that in situations where such transmission of information was done without error.
- 3.8 Copied positions of the Company (with respect to any financial instruments) shall be copied in the amount equal to either the minimum position amount or the proportional amount of the copied trade to the realized equity of the copied OYS Portfolio. Such positions shall have the corresponding leverage to the maximum extent possible. Trades below the minimum trade amount shall not be opened. All such positions shall not be accepted by the Company, for whatsoever reason, without providing any further notice and/or without any action on the Follower's part. The Follower must be able and prepared to bear the loss of the entire investment made as a result of a deposit of an amount below the minimum or a trade request under the minimum trade amount. The Follower shall be fully responsible for any losses it sustains as a result of the Company's execution of instructions generated as a result of use of any of the OYS Portfolio features.
- 3.9 The past performance statistics appearing on the Company's or affiliated party's websites or in applications are not indicative of future results and should be considered hypothetical. It is important to understand that past performance is not a guarantee of future performance. No representation or guarantee is being made that any account will or is likely to achieve profits or losses similar to those shown. Neither is there a guarantee that a risk score of the OYS Portfolio shall not in fact be higher. The Company does not guarantee the placement of any order. Therefore, the Follower may lose up to the original amount deposited to the account dedicated to the specific Portfolio.
- 3.10 Hypothetical performance results have inherent limitations. The actual percentage gains/losses experienced by the Follower will vary depending on many factors, including but not limited to starting account balances (including deposits and withdrawals), market action, the Follower's account settings and the actual performance of the copied Company's Portfolio.
- 3.11 No aspect of the information on the OYS Portfolio system made available on the Company's and affiliated party's websites is intended to provide investment, tax or other financial advice of any kind. Any such content shall not be considered a substitution for professional financial and investment advice. If the Follower chooses to engage in transactions by electing to copy a specific Portfolio, then such decisions and transactions and any consequences thereof are the Follower's sole responsibility. The Company 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 the Follower. The Follower should always conduct its own independent research and investment decision making.

4. Terms of Use of the OYS Portfolio system

- 4.1 The OYS Portfolio system is a software product designed to technically implement and automate all copying processes between trading accounts registered with the OYS Portfolio system. The OYS Portfolio system shall provide the following automated processes:
- a) Registration of the Follower in the OYS Portfolio system;
 - b) The Follower's subscription to the Company's account for the purpose of copying and subsequent execution of the Company's orders on the Follower's account.
 - c) Calculation of a quarterly commission to be paid by the Follower to the Company for profitable trades;
 - d) Calculation of a commission at the time of liquidation of positions copied from the Company's Portfolio (closing or selling assets in the copied Portfolio) payable to the Company;
 - e) Commission crediting to the Company's MT4 account;
 - f) Commission deduction from the Follower's MT4 account;
 - g) Adjustment by the Company of copying terms to copy trades to the Follower accounts;
 - h) Adjustment by the Follower of subscription parameters to copy trades;
- 4.2 The Company shall record the Follower's request to copy trades from the Company's Portfolio and start copying trades from the Company's account to the Follower's account if the request has been accepted by the Company. The Company shall start copying trades from the Company's Portfolio to the Follower's account in real time within 24 hours of receipt of the request if the Follower's account satisfies the terms hereof.
- 4.3 If the Follower's account does not satisfy the terms for copying trades from the Company's Portfolio, then the Company shall so inform the Follower by any available means of communication within 48 hours of receipt of the request.
- 4.4 The Client hereby agrees that by default the Company will copy trades to the Follower's account from the Company's account in the full available amount on the dedicated On Your Side account, unless special conditions for copying orders are predetermined. The Client may request special conditions of order execution (partial copying, setting stop loss or take profit orders, etc.) on the Follower's account by sending a request to the Company by any available means of communication. The Client hereby irrevocably agrees to possible consequences of this allowable deviation in price execution of the copied instrument from the Company's account. The additional trades will be copied from the Company's Portfolio to the Follower's account in real time within 24 hours of receipt of the request. The Client agrees with alterations or closing positions by copied trades from the Company's account on the Follower's account by sending the instruction by available means of communication.

- 4.5 The OYS Portfolio system shall be available to all verified clients of the Company in the Client Cabinet after the client has been registered with the OYS Portfolio system as the Follower and complied with the Suitability Requirements.
- 4.6 The OYS Portfolio system implies possible risks related to both CFDs and security trades made by the Company and copied by the Follower and possible technical errors due to drawbacks of a trading platform or the OYS Portfolio system.
- 4.7 Should the Follower or the Company request to unsubscribe from copying trades, the Company shall process the request within 24 working hours of its receipt. The profits to be paid to the Follower may differ from the profits displayed in the Follower Cabinet at the time of receipt of the cancellation request, including instances when the Company has suffered losses, and the Follower's trades have been closed at a Stop Out level at the time of an information update.
- 4.8 Subscription to copying trades in the OYS Portfolio system shall be cancelled if:
- The Company closes the OYS Portfolio;
 - The Follower cancels the subscription by clicking "Unsubscribe" in the Follower cabinet or sending a direct order to the Company by any available means of communication;
 - The money available on the Follower's account is not sufficient to pay the commission to the Company or any other fee.

5. Use of the Client's money

- 5.1 The Company shall not pay the Client any interest on any Client's money the Company holds, unless otherwise agreed separately. If interest is accumulated on such funds, it shall not be deemed a part of the Client's funds and shall not be credited to the Client's account.
- 5.2 The Company may use the money in the Client's OYS account to pay fees, costs or charges that become due and payable. Where the Client enters into a transaction, all fees, costs, and charges for the transaction become due and payable immediately upon execution, therefore the Company will deduct the relevant sum from the Client's OYS account at that time. The money that is due and payable will cease being treated as the Client's money in accordance with the applicable law.

6. Prices

- 6.1 The Company's trading platforms display an indicative price to buy and sell for each product. This is called a "quote". The quote is not an offer by the Company to buy or sell any products. The Company generally does not provide quotes over the phone, but may do so at the Company's discretion.
- 6.2 The Company is responsible for setting the price of instruments and products that can be traded on the Company's platforms. This means that the Company's quotes will differ from the prices provided by other brokers, the market price, or the current prices on any exchanges or trading platforms.

- 6.3 When providing a quote, the Company may take into account the price that it receives from a broker, the market, or any exchanges or trading platforms, but is under no obligation to do so or to ensure that the quotes provided by the Company are within any specific percentage of such a price.
- 6.4 If the prices on a market, exchange or trading platform are distorted, for example, during a short-term price spike, or during pre-market, post-market, or intra-day auction periods, the Company may reflect similar prices in its quotes, but is under no obligation to do so.
- 6.5 Quotes are updated constantly, which means that the price to buy or sell may change between the time that the Follower places or confirms an order and the time that the Company executes the order. The Company will advise the Follower the price at which the Follower's order was executed.

7. Dispute resolution

- 7.1 Should a participant of the OYS Portfolio system be not satisfied with any aspect of the system, it has the right to file a complaint according to the Company's Terms & Conditions and the Complaint Handling Procedure, as displayed on the Company's website.

8. Application of Terms of Agreement of the OYS Portfolio system

- 8.1 These Terms of Agreement come into effect for both the Company and the Follower on the day of acceptance by both the Follower and the Company. The termination date hereof shall be the same as the termination date of the Company's Terms & Conditions.
- 8.2 In case of contradiction between articles hereof, the Company's Terms & Conditions, or any other regulatory document of the Company, the articles hereof shall prevail.
- 8.3 The Company has the right to amend the articles hereof at any time, notifying the Follower in sufficient time before the changes come into effect. The changes come into effect and become binding on the Follower on the date specified in the sent informational message.

9. Technical Regulations of the OYS Portfolio system

- 9.1 Registration of a Follower. After the Client accepts the present Agreement in the Client Cabinet and chooses its role in the OYS Portfolio system as the OYS Portfolio Follower, the Client is registered as a Follower.
- 9.2 The Follower's request to copy trades. The Follower shall request to copy trades of the Company in the Follower Cabinet by selecting the Company's Portfolio in the monitoring list or on a separate website dedicated to the Portfolio registration. If the Company accepts the request or registration in the OYS Portfolio through the special On Your Side account, the trade copying will start within 24 hours of the acceptance. If the Company declines the request by the available means of communication, the system will not start copying trades to the Follower's account.

- 9.3 The Company's acceptance of a new request to copy trades. New requests to copy trades shall be available to the Company in the Portfolio System. The Company shall be entitled to accept or decline any request before or after the conditions to start copying are fulfilled within 24 working hours of receipt of the request. If the Company ignores the request, the latter is deemed automatically cancelled 24 working hours after receipt.
- 9.4 Start trade copying to the Follower's account. After the Company has accepted a request to copy trades to the Follower's account, the system shall start copying trades within 24 hours of fulfillment by the Follower of all requirements for copying (see item 9.2) .
- 9.5 By default, trades are copied to the Follower's account in the whole available balance on the OYS account. However, the Follower may modify the amount for trade copying on the OYS account through the Client Cabinet or by making a request to the Company by any available means of communication.
- 9.6 Termination of trade copying to the Follower's account. After the Follower has unsubscribed from copying trades, the system shall terminate the process of copying the OYS Portfolio within 24 hours.
- 9.7 The Follower's new request to copy trades. If the Follower deposits additional funds on the OYS account, the new funds will be added to the copy trading by default unless additional instructions have been received by the Company.
- 9.8 Information updates about profits and/or losses of the Company and the Follower. The information about profits and/or losses of the Company and the Follower shall be provided regularly. The information shall be available in the Client Cabinet and MetaTrader account of the Follower.
- 9.9 Commission crediting to the Company's account. A commission charged by the Company is calculated on the basis of the terms agreed by the Follower within the period of subscription to the specific OYS Portfolio.
- 9.10 Replenishment of the Follower's account. The Follower may replenish its trading account by the standard replenishment procedure in the Funds area of the Client Cabinet. The deposited money shall be credited to the Follower's account that was selected during the deposit procedures only when received by the Company.
- 9.11 Access to the OYS Portfolio statistics. The OYS Portfolio statistics include:
- a) Monitoring of accounts in the Client Cabinet. The monitoring page may have a mirror on the Company's website and/or websites of the Company's official partners;
 - b) Balance and equity information recorded at the latest update;
 - c) Current copying from the Company's accounts and subscription history;

The OYS Portfolio statistics provided by the Company are designed to enable the Follower to monitor activities of the Company. However, the Follower shall be aware of possible delays in statistics updates that shall not exceed 1 or 2 hours under normal conditions.

9.12 Automatic closing of trades on the Follower's account.

- a) If there is not enough money on the Follower's account for copying trades, recently copied trades shall be closed on the Follower's account at the current price.
- b) If there is not enough money on the Follower's account to pay commission to the Company, recently copied trades shall be closed on the Follower's account at the current price.

10. Additional provisions

10.1 The Followers hereby declare that, before accepting the present Agreement, they have read and accepted the Terms and Conditions Agreement that sets forth general business rules.

10.2 The Company hereby informs the Client that there are other documents and information available on the Company's website that form a part of the Terms and Conditions Agreement and provide more details on the Company and its activities carried vis-a-vis the Client, such as:

- a) the Order Execution Policy that explains how trades are executed; and
- b) the Risk Disclosure Notice that summarises the key risks involved in investing in CFDs.

There are additional documents and information available to the Client on the Company's website and through its trading platform(s) which contain useful information but are not part hereof and which Followers have already accepted during registration in the OYS Portfolio system. These include:

- a) the Conflict of Interest Policy that explains how the Company handles all conflicts of interest in order to treat its Clients fairly;
- b) the Investor Compensation Fund Notice that provides details on the Investor Compensation Fund (ICF);
- c) the Client Categorisation Notice that specifies how a Client is being categorised in accordance with applicable regulations;
- d) the Complaints Handling Procedure that sets forth the procedure to be followed if a Client wishes to lodge a complaint with the Company and explains how the complaint is handled. This document also includes information on how the Client can contact the Financial Ombudsman of the Republic of Cyprus;

- e) the Privacy Policy that explains how the Company deals with certain information provided by the Client;
- f) the Key Information Documents that provide the Client with key information about the investment product(s) the Company offers;
- g) the Leverage and Margin Policy that provides the Client with information on leverage and margin rules of the Company.