

Social Trading Features and Copytrading Services Terms and Conditions

- 1.** Swissmain.com (hereinafter referred as “We”, “the Company”) is offering the option to use a copy trading functionality provided to You by Meridian banc Ltd. The company is a party of these Terms and conditions, and directly responsible to You, for the services that it provides to You under these Terms and conditions. Meridian Banc Ltd. is authorized and regulated by VFSC, reference number 014691.
- 2.** Our Social Trading Features Services (hereinafter referred also as “Copy trading Services”, “Copy trading functionality”) assists You in testing, evaluating and selecting Your investment strategy by providing You with detailed account information, trading history, risk profile and other pertinent information You should consider before electing to copy a specific account. In doing so, You should bear in mind all aspects and factors including, but not limited to, the risk nature of the copied account and Your investment objectives.
- 3.** You may use the Copy Trading Services by using one of the following options:
 - (a) As an investor that can be followed, or
 - (b) As a follower that can follow one or more investors.
- 4.** If you want to be a part of the Copy Trading Services as an investor, You must declare Your desire by email or telephone and Meridian banc Ltd. will look at Your account, the history of Your transactions and the risks You have incurred. If Meridian banc Ltd. assess that till the moment of Your request Your transactions were unjustifiably risky, we reserve the right to refuse You to be part of the CopyTrading as an investor, who can be followed. Investor can be a client with real account or with demo account.
- 5.** As we want to reduce the appetite for taking big risks from the investors and thus risking the money of the followers, we will send the commissions due to the investors with at least 3 months delay. If during these 3 months the investor has done very risky transactions and thus risked the money of his followers, we reserve the right not to transfer him the commissions and this can not be appealed by the investor.
- 6.** When You start using the Copy Trading Services as a follower, You will find a list with investors that can be followed. Please note that in the list might be investors that are not clients of Swissmain.com but they must be clients of some other broker / website who is a customer of Meridian Banc Ltd. In this way, You are given the opportunity to choose between wider range of investors to follow and to select an investor whose risk profile and investment history suits You most.
- 7.** When using our Copy trading services, You agree to use investment management service of Meridian banc Ltd.
- 8.** When You instruct us to engage in copy trading on Your account, You authorise us / Meridian banc Ltd. with the information that it needs for this purpose in relation to You and Your account. You confirm and acknowledge that our assessment of Your use of our Copy trading services is performed on the basis of the information and documents provided by You, and You confirm the truthfulness,

correctness and completeness of such information. You acknowledge that we and Meridian banc Ltd. may rely upon such information and that You are responsible for any damages or losses which may result from any inaccuracies.

9. Only Meridian banc Ltd. will be responsible to You for the provision of the Suitability Assessment and the Copy trading Services. However, if You have any comments, questions or complaints in relation to these services please address them to us and we will ensure that they are dealt with.

10. You do not have to pay additional fee to Meridian banc Ltd., and Meridian banc Ltd. will not receive remuneration directly from You for its services. The only charges you will pay are those payable to us in accordance with these Terms and conditions.

(a) The standard commission that You will pay if You are a follower shall be 4% on the profit of each deal. You may pay lower commissions if You are a client with larger account. Please contact Your account manager to discuss the options.

(b) The standard commission that You will receive if You are an investor is 75% of the commission deducted from each of Your followers.

11. We will be responsible to You for:

(a) providing Meridian banc Ltd. with the information that it needs to perform Your Suitability Assessment from time to time;

(b) informing You from time to time of the details of Your Suitability Assessment and Investment Profile;

(c) executing all instructions generated by the Copy Trading services and reporting to You on the resulting transactions via our Websites.

12. We do not provide investment advice, nor provide any personalized investment recommendations and/or advise You on the merits of any investments. It is forbidden for company employees to create investor accounts which can be copied by clients. If a client decides to pursue an investor account for which there is an alleged information that was created by an employee of the company, then the result of these transactions is entirely at the client's expense and the company cannot be held responsible for the results of such transactions.

13. In making a decision to Copy a specific trader or traders, strategy and/or portfolio, You have considered Your entire financial situation including financial commitments and You understand that using Social Trading Features is highly speculative and that You could sustain significant losses exceeding the amount used to copy a trader or traders. Please note that we are unable to provide any guarantee as to the performance of any particular investment, account, portfolio or strategy. For further information in connection with the risks associated with our Service see our Risk Disclosure Notice.

14. Without derogating from the generality of the foregoing, You have reviewed and acknowledge the Risks Associated with Social Trading Features and particularly Copy Trading Services, as more fully described herein, including but not limited to, automated trading execution whereby the opening and closing of trades will happen in Your account without Your manual intervention.

15. When You as a follower copy the trading of more than one investor, You are aware and agree that the transactions performed by different traders might be at a different price, which may be due to dynamic market conditions with higher volatility in the markets and/or to the different spreads that the traders have.

16. You hereby authorize Meridian banc Ltd. to limit and/or withhold the Copy trading services based on Your investment profile and ongoing suitability assessments in accordance with its policies and procedures.

17. You further authorize Meridian banc Ltd. to execute any and all transactions and/or positions undertaken by the trader, account, portfolio and/or strategy You chose to Copy Trade, including without limitation: start Copy Trading and stop Copy Trading another trader, account, portfolio and/or strategy. These actions are done automatically once initiated by You and do not require any prior consultation, consent or approval of ongoing activity/copied trades. You hereby confirm that You acknowledge that at any time, upon Your sole discretion, You can stop any Copy Trading activity performed by You via our Websites. You remain, at all times, solely responsible for both monitoring and selecting and assessing:

(a) the suitability of the copied accounts; and

(b) the overall performance of the copied trader, account, portfolio and/or strategy. When copy trading a transaction in the underlying asset of Cryptocurrencies, such copied transaction shall be a CFD transaction and shall be subject to the provisions of these Terms and Conditions.

18. In particular, when Copy Trading a portfolio, You further authorize Meridian banc Ltd.:

(a) to copy or stop copying any trader, account, portfolio and/or strategy, at its sole and absolute discretion;

(b) to open and/or close any position in any CFD available on our Websites/applications, at its sole and absolute discretion to set limits to any position (including copy position);

(c) to update and/or amend the policy, the objectives, the structure and/or composition of any Portfolio, at its sole and absolute discretion, with or without notice to its copiers;

(d) to close any such account, portfolio and/or strategy, at its sole and absolute discretion, with or without notice to its copiers.

(e) not to copy every position of a investor that you chose to follow due to different market conditions like high volatility, lack of liquidity or in case any investor has too many followers that may reflect to changes of the market prices.

19. Meridian banc Ltd. shall continue to be committed to exercising reasonable endeavors to monitor the performance of copied trader, account, portfolio and/or strategy, against parameters established by it, which may include, risk behavior, profitability, drawdown and any other parameters deemed relevant by Meridian banc Ltd. and to stock and/or block any trader, account, portfolio and/or strategy from being copied. In furtherance to our authorization set forth in **Section 18** above, We reserve the right to pause, to copy or stop copying any trader, account, portfolio and/or strategy, at our sole and absolute discretion.

20. The provision of Social Trading Features and/or our Copy trading services does not constitute investment advice on our part. You are using the Social Trading Features at your own risk and we and our affiliates, employees, clients and agents will not be liable for any losses that you may sustain as a result of your using such features. Neither Meridian banc Ltd. nor any copied trader, account, portfolio and/or strategy guarantees 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 profitable and may result in the loss of Your entire invested amount. Past performance is not a guarantee or prediction of future performance.

21. 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.

22. 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, including without limitation a Portfolio; 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 portfolio, including without limitation 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.

23. If you decide to refuse the copying of deals in Social Trading/Copy Trading, you have to contact us via the following email: compliance@swissmain.com. You should fill and sign a special form stating that the desired changes should be made to your trading account. The requested changes will be made within 2 business days after receiving the signed form via email to compliance@swissmain.com.