



# CLIENT ACCOUNT AGREEMENT

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INFINITY MARKETS LTD.

VERSION 12.24

## **PARTIES TO THE AGREEMENT**

These Terms & Conditions Agreement (the 'Agreement') establishes the mutual understanding between Infinity Markets Ltd., incorporated and registered under the laws of Belize with registration number 000000557, licensed by the Financial Services Commission (FSC) under registration no. 000153/3 (operating under the brand name 'WM Markets') and has its registered office at 35 Barrack Road, Third Floor, Belize City, Belize (hereinafter referred to as the 'Company' or 'WM Markets') and the Client (the 'Client' or 'You').

Through this Agreement, the Company undertakes to initiate and uphold trading accounts for Client's benefit, assuming the role of the counterparty in financial transactions. These transactions encompass a wide array of CFD/FX instruments.

Please read this Agreement thoroughly before accessing or using our Trading Platform. By accepting to this Agreement, Client affirms that has conscientiously read, comprehended, and accepted the terms outlined herein, along with any supplementary appendices and or legal documents appearing on the Company's website, as this may be amended from time to time.

**IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS & CONDITIONS, DO NOT ACCESS OR USE OUR TRADING PLATFORM AND INFORM US ACCORDINGLY.**

**PLEASE ALSO DO READ OUR RISK STATEMENT AND PRIVACY POLICY APPEARING ON OUR WEBSITE TO ENSURE YOU ARE IN AGREEMENT WITH ALL OUR POLICIES AS THESE ARE BOUND TO YOU.**

**PLEASE CONTACT CUSTOMER SUPPORT FOR ANY CLARIFICATIONS BEFORE YOU CONTINUE TO ACCESS OUR TRADING PLATFORM.**

## **ELECTRONIC SIGNATURE**

The Client expressly acknowledges and agrees that the use of an electronic signature i.e., the use of the 'tick box' to confirm acceptance of the Terms & Conditions Agreement and other Legal Documents constitutes as the Client's signature, as if actually signed by the Client in writing. Further, the Client agrees to receive agreements and or any other document electronically, and agreements electronically signed will be seen as electronic contracts which have been freely entered into.

## **ACCEPTANCE OF ACCOUNT OPENING APPLICATION**

The client understands that the Company has the right to accept or reject your application to open an account with the Company at its absolute discretion without the obligation to provide any justification for its decision. The Company shall inform the client by email if the application is accepted or not.

This Agreement shall constitute an effective contract between the Company and the Client upon acceptance by an authorized officer of the Company.

## **LEGAL RESTRICTIONS**

All orders and transactions placed by the clients are subject to relevant rules, regulations, and laws where transactions occur. The Company is not liable for actions taken in compliance with these rules and laws and shall not create rights under this Agreement in favor of the Client against the Company. If any term of this Agreement conflicts with regulatory requirements or laws, the Company will update the Agreement accordingly, and such changes will apply automatically. The client may not hold the Company liable for the acts or omissions of third parties or for laws beyond its control. The Client agrees to provide any information

to the Company as required by legislative requirements and to update the Company about any changes to this information.

## INDEMNIFICATION

The Client agrees to indemnify the Company and hold it harmless from any liabilities, costs, or expenses incurred by the Company related to the Client's account or any transactions therein, including legal fees and fines. The Client also agrees to reimburse the Company for any collection costs or legal actions arising from this Agreement.

The Client confirms that all information provided to the Company is accurate and agrees to provide relevant information regarding their knowledge and experience in the investment field. If the Client provides insufficient or false information, the Company may not be able to determine the appropriateness of investment services or Financial Instruments for the Client.

The Client acknowledges that the Company does not provide financial, legal, or tax advice and recommends consulting specialists for such matters. Information provided by the Company is believed to be reliable, but no warranty is made regarding its accuracy or completeness.

The Company will not be liable for any taxation assessed on the Client or any loss suffered in connection with such taxation. The Client is solely responsible for tax management, and the Company accepts no responsibility for any tax consequences.

The Client accepts liability for any losses incurred by the Company due to the Client's failure to perform obligations under this Agreement. The Company does not warrant the performance or profitability of any Financial Instrument.

The Company will not be responsible for any losses or missed opportunities in the Client's assets or funds unless caused by the Company's negligence, willful default, or fraud.

Furthermore, the Client acknowledges and agrees that initiating any transaction in any of their accounts subsequent to filing a complaint and/or other claim regarding their accounts signifies their acceptance of the account's status as of the complaint's filing date. The execution of such transactions by the Company, following the initiation by the Client, shall serve as mutual consideration for resolving the claim. Additionally, the Client undertakes not to pursue reopening the case subsequent to this resolution, thereby affirming their understanding and commitment to the finality of the resolution process.

## TRADING CONDITIONS

Clients acknowledge and agree to the terms outlined herein, along with any modifications, through their initiation of transactions subsequent to alterations in the terms. This initiation signifies acknowledgment and acceptance of amendments by both the Client and the Company.

The financial instruments which are available for trading on the Trading Platform are Contract for Differences ('CFDs'). Financial instruments are traded in lots or portions of lots rather than by the actual contract size. CFDs are over-the-counter (OTC) products traded with the Company as the counterparty. CFD contracts are cash-settled with some having intraday breaks and daily closings. Prices are based on underlying instruments and not traded on exchanges. The Company sets prices based on bid/ask quotes obtained from service/liquidity providers, with additional mark-up/mark-down. The Company may set prices at its discretion if data from providers is temporarily unavailable.

Transactions take place on the online Trading Platform only. The counterparty to the client's trade is the Company. The Company is not liable for failure to execute orders and does not guarantee order priority. The Client is personally responsible for fulfilling obligations under each transaction and indemnifies the Company for any resulting liabilities, losses, expenses, or costs.

The Company endeavors to offer its clients prices that are reasonably aligned with those offered by other counterparties, although such prices may exhibit variance. Please note that the prices extended to you by the Company may deviate from those obtained by the Company from other counterparties, and the Company is not obliged to disclose such prices to clients. In instances where counterparties, including service providers and liquidity providers, fail to furnish or provide inaccurate prices for a specific period or financial instrument, the Company may be compelled to reject client requests/orders or delay confirmation. Clients should be aware that spreads on financial instruments may diverge during volatile market conditions, potentially resulting in wider spreads than usual. During periods of market volatility, spreads offered may exceed those under normal market conditions. It's important to understand that stop orders on all account types are treated as market orders upon activation, with the market level of the specific financial instrument prevailing at the time of order execution, rather than the level requested by the client. Clients acknowledge that requested levels for stop orders are not guaranteed and pending orders remaining for over one month without further activity will be canceled.

Clients are encouraged to seek a clear explanation of all trading terms and conditions, including associated charges/costs, before engaging in trading activities. Clients acknowledge that this Agreement cannot be canceled based on its status as a distance contract.

The Company reserves the right to modify, suspend, or terminate existing trading conditions or impose new ones, which will constitute the updated trading terms and conditions. Additionally, the Company retains the discretion to reject, cancel, or adjust any client request deemed to breach or have breached trading terms and conditions, at its sole discretion.

### Trading limitations

Market Execution involves buying/selling financial instruments at the current market price confirmed by the Company. Orders may be subject to slippage in illiquid or volatile markets, potentially impacting execution prices.

The Client acknowledges that during periods of high market volatility, trading conditions may change abruptly. Among other things, this may result in wider spreads, increased slippage, potential execution delays, and limited availability of certain trading options or instruments.

The Client agrees that they may open and maintain a number of trades and leverage levels in accordance with the Company's limits as these are set from time to time at the Company's sole discretion. Further, the Company shall proceed with any account's leverage level changes, where the total number of client's open trades reached the limit and/or in cases where the Client has deliberately attempted to exploit the ability of using marginal trading, with the aim to increase the potential return of an investment.

Margin requirements, determined by leverage, serve as guarantees for open positions. Clients must maintain these requirements without demand. The Company may adjust margin requirements at any time, and the failure of the Client to meet this may result in position closure.

Accounts where the margin level has dipped to 100% or below of the required margin are considered to be on "margin call". Accounts on "margin call" should be supported with additional funds or reduce their exposure by closing and/or "hedging" open positions to increase the margin level, and remove the account from margin call status. The margin level is always visible on the Trading Platform.

The Client will not receive any notification or message informing them that their Account is on margin call. It is the Client's sole responsibility to always be aware of their margin level and act accordingly to avoid further reduction of their margin level, which may result in a possible stop out. The Client furthermore agrees and confirms that margin requirement may be changed by the Company, with or without notice, and that such change shall be applicable to the existing open positions/transactions as well as the transactions that shall take place in the future.

Dynamic Leverage adjusts margin requirements based on open net positions per symbol, aiming to manage risks associated with high-volume trading. The Client acknowledges that leverage amplifies potential returns or losses in trading. Marginal trading relies on leverage.

The Company guarantees that losses will not surpass the total deposited funds in clients' trading accounts, in accordance with Negative Balance Protection regulations. Clients will not be held liable for any additional funds beyond what is in their trading accounts. Any negative balance will be covered by the Company to restore the balance to zero promptly, before clients deposit any additional funds into their accounts.

For accounts reaching the Stop Out level, at margin level less than 20% for all clients, and/or any other percentage specified during account opening, the Company will automatically close positions at the current market price starting from the most unprofitable one.

Swap or rollover charges are incurred when a trade is kept open overnight. Depending on the positions held and prevailing interest rates of the currency pair involved, your account may be credited or debited with financing at 23:59 Server Time. On Mondays, Tuesdays, Thursdays, and Fridays, swaps are charged once, while on Wednesdays, they are charged three times the size. The Company's interest rates, based on overnight rates from its Liquidity Provider(s) ('LPs'), are updated as deemed necessary. For trades opened and closed within the same day, no rollover/swap fees apply. Swap calculations for FX, Spot Metals, and spot Indices are based on swap value, pip value in USD, and number of lots. For CFD SHARES, the calculation includes the traded price of the CFD SHARE, swap value, number of lots in shares, and is divided by 360 days. Rollover/swap charges can be viewed through the Clients' Online Trading Platform. In some cases, FX and Spot Metals positions may not incur rollover/swap charges but may be subject to storage charges instead. For clients using Mt5 Storage charges are applied daily for positions held open overnight, while for those using Mt4 charges apply daily except on Fridays where charges are for 3 days' value. The Company may change the predetermined period of time for the storage charge, without prior notice to clients. If clients are found to be using abusive trading strategies, accounts may be subject to backdated swap/rollover charges as a correction.

Further, closed transactions in currencies other than account base currency may incur currency exchange fees. Likewise, corporate actions like dividends, stock splits, or reverse stock splits can affect CFD Shares/Indices prices. Holding positions during these actions may require adjustments. For dividends, clients with net long exposure receive credits, while those with net short exposure face deductions. Stock splits adjust lot numbers and share prices, potentially impacting margins. Reverse stock splits can have opposite effects, necessitating adjustments for long positions.

When transactions for the Client's accounts occur through the Trading Platform or on any exchange settled in a foreign currency, with assets and/or funds displayed in the base currency of the accounts, any resulting profit or loss due to exchange rate fluctuations is solely at the Client's risk. The Company is authorized to convert funds in the Client's accounts into and from foreign currency at prevailing market rates, with a margin of plus/minus 1% up to 2%.

If fund transactions for the Client's accounts are settled in a foreign currency without conversion by the Company, the Client acknowledges that the Company bears no liability for such currency conversion.

The Company reserves the right to impose temporary trading limitations, including but not limited to the suspension of opening Buy or Sell orders as applicable, on specific cryptocurrency instruments as part of its risk management and platform stability measures. These limitations are implemented to ensure the safety of client accounts and platform integrity and may be reviewed and lifted as market conditions permit, with the Company retaining the discretion to extend them if deemed necessary for client protection and platform stability. In such cases, clients can still trade other instruments available on the Company's platform and are free to close any open positions on the suspended instrument.

Clients acknowledge and understand that it is their sole responsibility to actively monitor and check for any temporary trading limitations or updates on the Company's trading platform. The Company is not obligated to provide individual notifications to clients regarding temporary trading limitations, and the failure to do so shall not impose any liability on the Company.

### Errors

The Company may cancel trades made at prices or correct erroneous prices that appear to be incorrect at the time of execution or should have been known to be incorrect by the Client, to the fair market value determined by the Company at the time of the error. Mistype of a quote or misquote might be given by telephone or other electronic means. On such occasions, the client will not hold the Company liable for any errors displayed in the client's accounts and reserves the right to make necessary corrections or adjustments with respect to the accounts involved.

The client acknowledges and accepts that such errors may impact realized and unrealized gains and losses in accounts and explicitly agrees that the Company bears no liability for any resulting adverse effects. Furthermore, the Client understands that pricing errors do not grant the right to claim any gains arising from such errors, whether from the Company or its insurance providers.

### Closing of trades

The Company shall proceed with closure of the client's trades or take other similar actions, where it deems it necessary for its protection. Where the Client fails to timely deposit or maintain its account's margin, the Company may, at its discretion and without a notice to the client:

- a. close out the Client's open positions, wholly or partially; and
- b. cancel any pending orders; and
- c. freeze any assets from the client's account.

The above actions may be taken, not limited to, the following cases:

- a. the individual client passes away, or the corporate client is dissolved or under liquidation proceedings;
- b. the individual client is declared incompetent.

The Client remains liable for any deficiency resulting from such trades, and the Company's determination of market value and margin requirements shall be conclusive and accepted by the Client.

### UNACCEPTABLE TRADING METHODS

Generally, the Client undertakes not to engage in any unlawful trading manner under this Agreement either by the Client alone or jointly with another person. Any trading perceived by the Company as a deliberate effort to achieve profits by riskless trading, for example, hedging just before major events; exploitation of negative balance protection; exploitation of price errors or off market prices execution; etc shall be deemed abusive and unacceptable by the Company. In addition, the use of inside information or any trading associated with any algorithmic, sophisticated technology or manual methods and or performing high-

frequency trading shall result in the same course of action at the Company's discretion.

The Company reserves the right to act against clients using abusive trading strategies which may result amongst others, in corrections or modifications of prices/spreads/trading conditions, cancelling or reversing trades, retrieving profits generated through any kind of exploitation and or closure of trading accounts.

Profits from such unauthorized trading may be retained by the Company, while losses shall be borne jointly and severally by the Client.

The Client acknowledges that the Company reserves the right to deduct or recover any charges, costs, or fees related to deposits and withdrawals, as outlined in Clause "CHARGES AND FEES" below. This may also encompass additional charges not previously applied. Furthermore, the Company reserves the right to recover such amounts if any abusive behavior by the account holder is suspected at any time.

The Client acknowledges and accepts that the Company is entitled to take any other action that may be relevant for the Company to take.

### CHARGES AND FEES

The Client may request more clarity in relation to the applicable charges and costs, prior to trading. For more information, please contact our customer support team.

The Client agrees to pay fees, charges and commissions for trade executions. Other costs may relate to costs for holding open trades and for rolling over Financial Instruments; charges for inactive accounts, payment related fees; currency conversion costs; spread/mark up compared to prices received by the Company; regulatory and other legal or tax charges if and when applicable. Additionally, an administration fee may be applied on client's account including in the instance of account termination at the Company's sole discretion without any notice.

### OPTIONAL BENEFITS

The Client acknowledges and accepts that monetary incentives, such as bonuses, rewards, interest, or other payments ("Optional Benefits"), may be provided to their account solely at the Company's discretion. These benefits are discretionary, not guaranteed, and do not impose any obligation on the Company. Furthermore, the Client understands that the Company is not responsible for initiating, managing, or maintaining such benefits and holds no liability for their suspension, adjustment, or termination. The availability or absence of these benefits does not alter the terms of this Agreement or the Client's obligations under it.

### INACTIVE AND ARCHIVED ACCOUNTS

The Client acknowledges and confirms that accounts that remain inactive for a period of six (6) months, will no longer be available for trading until reactivation process is completed. The inactive accounts shall suffer a maintenance/administration fee. The Client agrees that such inactive accounts with zero balance shall be terminated and removed from the systems accordingly.

Notwithstanding the above, the client further acknowledges and agrees that the Company may proceed with account termination where the Company considers that are not being used. The Company may also replace accounts loaded with a big number of transactions despite the fact that these accounts may still be active. It is pointed out the history of an account that is archived remain accessible to the client for view only purposes.

### RISK OF LOSS



The Company warns and the client acknowledges and accepts that engaging in financial instrument trading may not be suitable for all individuals and the Client is solely liable under all circumstances. Clients' participation in financial transactions is voluntary and entails inherent risks. While trading offers potential profit opportunities, it also carries the possibility of incurring partial or complete loss of invested capital exists including the loss exceeding the initial investment. There's a substantial risk of capital depreciation, alongside the potential for profit generation. The Client warrants financial affordability to sustain any potential losses thereof. It is advisable to thoroughly evaluate whether clients' participation aligns with their own unique financial circumstances. Understanding and acknowledging all associated risks is crucial, and seeking independent advice is recommended.

The Company's website is designed with robust cybersecurity measures to protect client data and transactions. However, the online environment is susceptible to cyber threats such as hacking, malware, and phishing attacks. The Company continuously monitors and updates security protocols to safeguard against these risks and points out to its clients the following:

1. Market conditions and regulatory factors may heighten the risk of losses, stemming from challenges in executing transactions or closing positions. The Company may encounter limitations in executing instructions at desired levels.
2. Trading financial instruments on the margin involves a high level of risk, which can yield both favorable and unfavorable outcomes. The Company reserves the right to adjust margin requirements based on market conditions.
3. Transactions involving foreign currency-denominated contracts are susceptible to fluctuations in currency rates during conversion.
4. In the event of firm insolvency or bankruptcy, the protection of funds transferred for trading purposes may be impacted. Legal provisions govern the extent of fund recovery, with identifiable assets subject to distribution.
5. Client acknowledges that commissions, fees, and charges may impact profits or magnify losses. Understanding all applicable charges before engaging in trading activities is essential.
6. The Company cannot guarantee uninterrupted access to its website, products, or services, nor their availability in specific locations at any given time.
7. The Company shall not be liable for any delays or losses incurred due to market volatility.

When Clients decide to proceed with trading in leverage products, they confirm that they understand the risks involved and bear sole responsibility and liability for all transactions they conduct. The Company disclaims responsibility for delays or failures in execution arising from communication or other system malfunctions including any loss of margin deposits due to bankruptcy or similar events of third-party entities. Further, the Client remains accountable for any potential taxation and other regulatory obligations associated with financial instruments under their applicable legal framework.

In addition, the Client acknowledges and accepts that while the Company aims to maintain regular trading hours it shall retain the right to adjust these at its discretion and further that, there may be instances, particularly in abnormal conditions, where the Company may not be able to offer trading facilities during the specified trading hours. The Company retains the right to suspend or restrict trading under such circumstances, and will not assume any liability for any implications or ramifications arising from the unavailability of trading facilities during these abnormal conditions.



The Company's Copy Trading Platform allows clients to register as either Followers or Providers. Followers are those who choose to follow the trading actions of other clients known as Providers, forming a 'Subscription' between them.

It's important to note that the Company solely provides the technology for copy trading and is not involved in the relationship between Followers and Providers. The Company does not offer portfolio management services or advice related to copy trading; this feature should not be seen as such.

Please be aware that the availability of the Copy Trading feature may differ based on a client's country of residence, potentially resulting in accessibility limitations. For specific details about this feature's availability in your jurisdiction, we recommend contacting our customer support team.

### 1. Followers

By subscribing to a Provider, you agree to automatically replicate their trades at the best available market price. This action is equivalent to making these trades yourself. The Company's system will copy the Provider's trades to your account, following your selected risk management and copying strategies you may choose on the Company's Copy Trading Platform.

If you choose to copy a Provider from another Company, you are limited to copying the instruments offered by the Company you are registered with.

Every follower has the option to copy either existing/open trades or only new trades. When copying existing trades, your position will be opened at the best available market price at the time of copying and not the price at the time which the trade being copied was originally opened. If copying new trades, your trades will be executed at the market price at the time of copying. Instructions such as stop loss and take profit will be automatically applied. Please note that there may be a slight delay between the Provider's trade execution and your copy, potentially affecting prices.

While the Company strives to replicate all the Provider's trades in your account, please note that there may be instances where your copying orders/trades may be rejected. For example, this may occur if your account lacks sufficient available margin or if the Provider's trade size is outside your specified range. High market volatility can also result in trade rejections, as the trading system may struggle to provide a satisfactory market price despite multiple attempts. Additionally, it's important to understand that rejected trades will not be included in any generated reports.

Although copy trading is automated, you retain the ability to manually close copied trades at any time. You can choose to close either all trades or specifically unprofitable ones using the risk management tools available. It's worth noting that if you decide to close all trades, they will be collectively closed, and individual trade selection for closure is not possible. The same rule applies to unprofitable trades as well.

It is further pointed out that, your trading results may differ from the Provider's due to your chosen risk settings and strategies. If you decide to unsubscribe from a Provider, all copied trades, whether profitable or unprofitable, will be closed automatically.

Additional actions, such as Provider withdrawals, can result in outcomes that are notably different from the Provider you've copied, potentially affecting the proportions of copy trading. This variation is influenced by several factors, including the initial account balance, minimum trade size, the investor's account settings, differences in spread, interest rates, investment prices at the time of investment, and discrepancies in fees

that may apply.

Please note that the activation of risk parameters, determined by your selected settings, may not occur instantly and could experience delays. This could result in losses exceeding your chosen risk limits. In such cases, you acknowledge and agree that the Company bears no responsibility for such losses due to system delays.

By engaging in copy trading, you acknowledge that you are following the trading decisions of Providers whose experience, risk appetite, objectives, and financial status may differ from yours.

## 2. Providers

Providers are required to register and gain approval through the Company's website and any related subdomains, ensuring they possess all necessary governmental and regulatory licenses, with the Company maintaining the right to remove or restrict a Provider at its discretion.

## 3. Fees

A Performance Fee is a portion of the profits made from a Follower's subscription that goes to the Provider. This fee is only triggered when the Follower's profits exceed their highest previous recorded profit level, known as the High Water Mark (HWM). If the trading results don't surpass the HWM, the Performance Fee calculation doesn't apply.

The Performance Fee is calculated as  $(\text{Subscription's Closed Profit} + \text{Floating Profit/Loss}) * (\text{Performance Fee Percentage} \%)$  determined by the Provider).

This calculation is done on a weekly basis, comparing the current equity with the previous week's equity. Equity includes the account balance and the floating profit or loss of all open trades.

Providers determine the Performance Fee Percentage based on the subscription offer, but the formula remains constant:  $\text{Performance Fee} = \text{Subscription's Profit} \times \text{Fee} \%$ .

For instance:

Performance Fee Percentage: 10%

Week 1 Profit and Loss (PnL): \$400 → \$40 Performance Fee

Week 2 PnL: -\$200 → No Fee ( $\$400 - \$200 = \$200 < \$400$  HWM)

Week 3 PnL: \$300 → \$10 Performance Fee ( $\$400 - \$200 + \$300 = \$500$ ;  $\$500 - \$400 = \$100$ )

The Company ensures transparent access to Performance Fee information for both followers and providers. Details such as calculations and payout history are always available on the Company's Copy Trading platform. This transparency allows followers and providers to easily monitor and track Performance Fee amounts and related transactions.

The Company's Copy Trading Platform will remit Performance Fees to the Provider from each Follower's subscription on a weekly basis. At the conclusion of each weekly trading interval, the Platform will deduct the performance fees from the Follower's trading account, which will be recorded as a fee.

In the event of a Follower initiating a withdrawal from their account, the Company will conduct a comprehensive assessment to determine the performance fees owed by the Follower. This assessment applies to all withdrawal methods. It is important to note that a Follower may only withdraw an amount

equal to or less than the available equity in their account, minus the performance fees owed. Upon initiation of the payment transaction, the performance fees owed will be remitted in full to the Providers, without regard to the withdrawal amount, to ensure timely payment. Additionally, should a Follower opt to withdraw funds or unsubscribe from the Provider before the conclusion of the weekly trading interval, the performance fee will be calculated up to that point in time. The payout will then be processed promptly upon the request for fund withdrawal or unsubscribing from the Provider.

#### 4. Miscellaneous

- Account inactivity, as defined in the "INACTIVE AND ARCHIVED ACCOUNTS" section of this agreement, applies to both Providers and Followers. Additionally, the same applies for the termination clause outlined in this Agreement.
- Clients can either use their trading accounts as Followers or Providers, but not both simultaneously. It is important to note that a client cannot utilize their Follower account to follow their Provider account. Furthermore, it is not possible for a Provider to follow another Provider. Additionally, each follower trading account can only subscribe to one Provider at a time. To follow multiple Providers, clients need to open additional trading accounts.
- Both providers and followers must adhere to the termination clause specified in this agreement when terminating their accounts.
- Follower accounts can be funded via an internal transfer from other trading accounts owned by them. However, it is important to note that follower accounts are not permitted to initiate internal transfers or transfer funds to other trading accounts.
- Clients are not allowed access to the trading terminal of their Follower accounts. Management of trades of a Follower account is done using the Company's Copy Trading platform. Whereas Clients are allowed access to the trading terminal of their Provider accounts as per usual.
- The Company reserves the right to modify, expand, or revise the copy trading functionalities, including adding, removing, or changing options for users to copy trades from a Provider. Additionally, the Company may alter the copy trading service's functionalities, such as whether users can copy all trades or only new trades from a Provider.
- Providers agree that the Company can disclose their details and performance ratios for transparency and follower evaluation. Providers acknowledge and consent to the Company sharing such information.
- The relationship between the Company and Providers is that of independent contractors. Providers cannot represent themselves as agents, representatives, or employees of the Company, and promotional material requires Company approval.
- Any explanations or information provided by the Company about copy trading are for informational purposes only and do not constitute financial advice or bind the Company.
- Past performance and other statistics are not reliable indicators of future performance, and profits shown by a Provider may not be replicated by Followers.

- The Company reserves the right to restrict the usage of certain symbols for Copy Trading. This implies that while the Provider can trade these symbols, the Follower is not permitted to copy trades involving these symbols.
- The Provider may, at their discretion, cooperate with Agents, including Public Agents and Additional Agents, to facilitate the referral of followers who will register with them. For this service, the Agents will receive a percentage from the performance fee that the Provider collects from the followers.

These arrangements are set by the Provider through their portal on the Company's Copy Trading Platform or by the Company at the Provider request through official Company's channels. The Provider understands and agrees that these arrangements are separate agreements between the Provider and the public and additional agents, and the Company is not a party to these agreements.

- The Company is not liable for percentage-based compensation or other arrangements between Providers and agents. Any disputes or issues related to these arrangements are solely the responsibility of the Provider and the agents involved.

### Liability

The Provider hereby covenants and agrees to indemnify and keep harmless the Company, its directors, officers, employees and agents from and against any claims, demands, actions, causes of action, damages, losses, costs, liabilities, expenses, penalties or fines (including legal fees) which any of the Company's Indemnified parties may sustain and may arise directly or indirectly in any way by reason of, out of, in respect of or in connection with: (a) any non-fulfillment of any covenant or agreement on the part of Provider under this Agreement; (b) any incorrectness in or breach of any representation of Provider contained in this Agreement; (c) any act or omission, including, without limitation, any negligence or other tortuous act, committed by Provider and its directors, officers, employees, agents and representatives in the performance of its obligations under this Agreement; (d) any untruth, inaccuracy or incorrectness of any of the marketing materials prepared and distributed by Provider pertaining to the Services; (e) any advice, recommendation given or made by the Provider to any third party and or any other activities that require authorization and or licensing as per the applicable Laws; (f) any activities performed by the Provider outside the scope of this Agreement and or any damages that may be caused, directly or indirectly, by the Provider to third parties.

The Follower acknowledges and agrees that they may not hold the Company liable for any actions taken by the Company when following your(s) instructions or for any results from your(s) own decisions to follow or copy any Providers. Additionally, the Follower acknowledges that any financial or non-financial outcomes resulting from such decisions are the sole responsibility of the Client, and the Company shall not be held accountable for any associated results or implications.

Engaging in copy trading involves significant risk, and Followers should carefully assess their goals, financial situation, and risk tolerance before participating. The performance of Providers is not guaranteed and may lead to the loss of invested funds.

Both Followers and Providers explicitly agree, by using the Company's Copy Trading feature, to release the Company from any claims, demands, or liabilities related to copied trades, followed Providers, or any issues arising from their interactions.

### SAFEGUARDING OF CLIENT FINANCIAL INSTRUMENTS, ASSETS AND FUNDS

The Company may hold the Client's assets or funds with third parties for the safeguarding of client's funds and these are segregated from the Company's own funds. The Company does not pay interest on funds held on the Client's behalf, and the Client waives any entitlement to such interest.

In the event of insolvency or similar proceedings, the treatment of the Client's assets or funds may differ from that in other jurisdictions. The Company will not be liable for the insolvency or actions of any third party involved, nor for any laws imposed in such countries where the Company lacks control.

## RECORDING

The Client acknowledges that all communications regarding their account and trading activities may be recorded by the Company, and hereby consents to such recordings without objection. The Client agrees that these recordings, including telephone conversations, remain the property of the Company and may be used as evidence in legal proceedings or as deemed appropriate by the Company.

Furthermore, the Client acknowledges that existing recordings of conversations and data traffic records may be crucial evidence in detecting and proving insider dealing and market manipulation. The Client agrees to use only official communication channels agreed upon with the Company's employees.

The Client waives any objections to the admissibility of recordings in legal matters or proceedings, both currently and in any jurisdiction.

## SECURITY AGREEMENT AND RIGHT TO TRANSFERS

Client's assets held by the Company for any purpose, including safekeeping, are subject to a security interest and general lien in the Company's favor to secure any indebtedness owed by the Client. The Company reserves the right to transfer such assets between the Client's accounts without prior notice for margin purposes or to satisfy any debit balance and offset any amounts, with confirmation provided to the Client within a reasonable time after any such transfer is effected.

## PAYMENTS

The client confirms and acknowledges that the sole purpose for client's payments is for the purpose of this Agreement. Transfers are made using the authorised transfer channels in the currency stipulated by the Company to the client. The client hereby confirms and acknowledges that any payments made by the client, will bear the client's name and will be credited into client's accounts held with the Company.

The Client hereby agrees and acknowledges that the Company shall consider only the net amounts received while costs related to transfers shall be borne by the Client. Amounts received in a currency other than the designated account's currency may be subject to foreign currency exchange. Regardless of the payment method, funds are credited into clients' accounts unless the Company requires further information in regards to the transfers. The Company reserves the right to return the funds to the sender should the originator of the funds not meet the requirements. The Company shall not be held liable in cases where fund transfers are aimed to support accounts that are on margin call while the funds are not received/confirmed by the Company.

The Client acknowledges and agrees that requests for withdrawals from the Client's accounts must be received by the Company in writing using authorized communication channels. Only amounts that are in excess of the required margin requirement can be withdrawn from the client's accounts. The withdrawals are affected only upon receipt and approval of such requests by the Company. The Client further acknowledges and agrees that the Company reserves the right to withhold or reject (partially or in whole) the Client's request for withdrawal in cases in deems appropriate.

The Client acknowledges that payments processed via a Payment Service Provider (PSP) are subject to the PSP's terms and policies, as outlined on their website. The Company is not liable for any errors, delays, disputes, or issues arising from the PSP's services, and the Client agrees to resolve such matters directly with the PSP. While the Company may, at its sole discretion, assist in facilitating communication, it assumes no obligation to intervene or resolve claims related to the PSP's processes.

The Client further confirms and acknowledges that the right of the Chargeback shall not be permitted in cases when the Client has used the Company's services or where the Credit Card has been stolen.

Should the Client request the Chargeback claiming that the performance of the services did not correspond the Client's requests, the Client acknowledges and confirms that the Company has the right to withhold the Chargeback in a reserve until the dispute is finalized and to provide any relevant third party with the required documentation to prove its case. The Client understands and accepts that the Company may set off against the balances for any obligation and liability of the Client, including without limitation any Chargeback amounts. The Client shall be liable for all the costs to any relevant third parties (processors, banks, attorneys etc) during the process of the dispute resolution.

## NOTICES AND COMMUNICATION

The Client is required to communicate with the Company through any available communication channels as specified on the Company's website.

The Company shall communicate with the Client through the client's registered email address provided by the client during the registration process. Such communication shall be considered delivered to the client regardless of actual receipt by the Client. The Client hereby relinquishes any claims arising from failure to receive such communication.

Any trading related communication conveyed through the Trading Platform, shall be deemed binding on the client, unless the client notifies the Company in writing of any discrepancies before the commencement of business on the subsequent business day following the occurrence and within a maximum period of 24 hours. The client acknowledges and agrees that it is their responsibility to provide written notice of any changes to personal details.

## PRIVACY POLICY

The Company holds Client's privacy in high regard and wants to ensure that the Client understands personal information is handled while engaging with the website, accessible at [www.wmmarkets.com](http://www.wmmarkets.com) and when the Client utilizes any of the extensive range of products, services, or applications.

This privacy commitment is designed for individuals—valued clients, potential clients, or authorized representatives—who engage with the Company in various capacities and specifically with its website.

The Company collects a variety of information, including personal data that identifies the Client as an individual. Safeguarding Client's personal data is priority, and the Company is dedicated to upholding privacy rights.

By continuing to utilize our services and products provided by the Company, the Clients affirm that are of legal age and explicitly consent to this Privacy Policy. Client also consents to the Company processing Client's data through manual and/or automated means, which encompasses collection, recording, organization, storage, adaptation, retrieval, consultation, use, transmission-based disclosure, dissemination, alignment, combination, restriction, erasure, and/or destruction of personal data.

## Information Gathered About the Client

Personal data is treated with the utmost confidentiality and disclosure of the same is only as permitted by law or as necessary to fulfill contractual obligations, legal obligations, or regulatory requirements.

The Client's privacy is of utmost importance to the Company, and personal data is treated with strict confidentiality. The Company only discloses website usage data and personal information to third parties as allowed by law or when legally required to do so, such as to enforce contractual rights or comply with legal proceedings.



The Company cannot be held liable for unauthorized use of personal information and/or username and password misuse or negligence.

The Client's data may be shared internally and with selected third parties, including business partners and service providers, for fulfilling contractual obligations, processing transactions, or complying with regulatory requirements.

Data collection serves multiple purposes, including compliance with legal and regulatory requirements, improving service quality, conducting research and analysis, enhancing security measures, and providing personalized services and product offerings.

Personal Data, or Personal Information, encompasses any information related to an identified or identifiable individual. The Company collects and processes various types of personal data, including Identity Data, Contact Data, Financial Data, Profile Data and more, obtained from sources such as direct interactions, publicly available sources, and third parties.

In addition, the Company collects information regarding politically exposed person "PEP", criminal convictions and offences if any. The Company may search clients and potential clients through international databases. The Company may also collect and process personal data of clients and potential clients through publicly available sources provided that it is obtained lawfully.

Maintaining accurate, complete, and current personal data is vital. Therefore, the Client is obliged to inform promptly of any changes to the personal information during the interaction with WM Markets.

It is mandatory by Law that the Company monitors and records all communications with the Client to ensure compliance and security.

## SECURITY MEASURES

The Company takes robust security measures to protect the Client's personal data against unauthorized access, misuse, and loss, utilizing physical and electronic safeguards. Access to personal data is limited to specific personnel, contractors, and third-party service providers who require such access to fulfill contractual obligations between the Company and the Client. This access is strictly granted to ensure compliance with agreements in place. Clients need to be aware that data transmission from an open network cannot be fully protected by unauthorized access from third parties, even though the Company takes all possible precautions to prevent such leakages. However, Clients who are transmitting through open network are at their own risk. The Company adheres to stringent security standards, utilizing the latest technologies to ensure the protection of Client's information.

## COOKIES POLICY

This cookie policy is designed to provide an overview and explanation of how the Company uses cookies on its website. The Company's website utilizes cookies for various purposes, including statistical analysis, enhancing service quality, verifying user identity and location, checking browser type and device, tracking referral sources, and customizing content accordingly.

Cookies are small pieces of data stored on a user's device by websites they visit. They serve various purposes, such as remembering user's preferences, login information, and browsing activity. Cookies enable websites to provide personalized experiences, track user behavior, and improve functionality.

### Types of cookies

- ID cookies: ID cookies do not expire when user closes the browser.
- Persistent cookies: Persistent cookies remain on user's device even after the browser is closed. They are used to remember user's preferences and settings across multiple visits to a website.
- Analytical cookies: Analytical cookies are digital tools used by websites to collect aggregated data on user behavior and interactions for the purpose of analyzing and optimizing website performance.
- Third-party service cookies: Third-party cookies are set by domains other than the one the users are currently visiting. They are often used for tracking and advertising purposes, allowing third-party advertisers to collect data about user's browsing behavior across different websites.

Users have the choice to manage the cookie settings in their browser. While users can opt to refuse all cookies or receive notifications before they are stored, the Company recommends allowing cookies to ensure optimal website performance. Disabling cookies may impact on the user's experience on the Company's site, including reduced functionality and service quality.

The Company is committed to delivering the best possible services to its users. By continuing to use the Company's website, the user confirms that is of legal age and expressly agrees to this cookie policy and the Client indemnifies the Company from liabilities related to the Client's information when Service Providers are involved. The Client's personal information may be disclosed to the Company's affiliates or regulatory authorities, fraud prevention agencies, and other relevant organizations for business assessment and statistical analysis, without prior notice to the Client.

The Company and its affiliates may utilize this information to inform the Client about other products, services, and offers, including those from third parties, via various communication methods such as post, facsimile, and electronic mail.

### RECORD KEEPING

The Company retains personal data for the duration of the business relationship with the Client, or as required by legal and contractual obligations. Prospective client data is retained for a legally permissible duration or until official deletion requests are received.

### REPRESENTATIONS

The client represents that they are of legal age, of sound mind, and duly authorized to open accounts and enter into this Agreement and that the information provided during the account opening process is accurate and truthful. The client represents that he did not share their account credentials and that they are in control over their accounts to which this Agreement pertains.

The client further that they are not classified as a US person nor a PEP and commits to providing appropriate personal and financial information. The client remains responsible to promptly update the Company with any changes to their own personal information and commits to provide the Company with any information it may from time to time requests.

The Client affirms a thorough understanding of this Agreement and consents to all its terms and conditions as outlined above. Furthermore, the Client asserts themselves as the rightful beneficiary of the accounts and confirms that the funds deposited originate from legitimate sources. The Client acknowledges the speculative nature of trading Financial Instruments, recognizing the inherent high risk involved. It is understood that trading such instruments is suitable only for individuals capable of assuming losses exceeding their margin deposits.

## COMPLAINT HANDLING

The company prioritizes the satisfaction and happiness of its clients above all else. If any client feels the necessity to express concerns or grievances related to the services provided, the company warmly invites them to make use of the customer support resources.

## INTRODUCERS

Acknowledging the introduction facilitated by introducers, the client hereby confirms and recognizes that the Company bears no responsibility for the actions and representations of the introducers or their associated individuals when representing the client to the Company. The client expressly agrees to relinquish any claims against the Company and undertakes to indemnify and hold the Company harmless from any actions or omissions by the introducers or their associated persons.

The Client acknowledges and affirms that the Company is not accountable for any agreements entered into between the Client and the Client's introducers. Additionally, the Client acknowledges that introducers may act either independently or as Agents of the Client and are not authorized to make representations regarding the Company or its services, nor are they authorized to act on behalf of the Company as agents or in any other capacity.

Furthermore, the Client acknowledges the Company's right to furnish information related to the Client's account transactions to the Client's introducers and their associated persons. The Client also acknowledges, agrees, and confirms that additional costs, including but not limited to increased spread, commission, fees, etc., may be applicable in cases where the Client is introduced to the Company through introducers. This is because the Company may be obligated to remunerate commissions, fees, or other associated costs to the introducers and their associated persons. The disclosure of transaction-related costs to clients occurs either prior to the commencement of the business relationship or during the course of the business relationship in the event of any changes.

## CONFLICTS OF INTEREST

In the course of this Agreement, the Company, along with its associates and other affiliated individuals, may hold interests, relationships, or arrangements that are material concerning any Financial Instruments affected. These interests, relationships, or arrangements might not always be explicitly disclosed to clients at or before the provision of services. Nevertheless, the Company commits, at a minimum, to identify circumstances related to the services it undertakes that could constitute or lead to a conflict of interest posing a material risk to the interests of one or more clients. In such cases, the Company will specify the appropriate procedures and measures to manage these conflicts.

By entering into this Agreement, the Client acknowledges and consents to the Company conducting business without prior consultation. Furthermore, the Company may offer advice and services to third parties, even when their interests may conflict or compete with those of the Client. The Company, its associates, and their employees may take positions opposing the Client or engage in competition to acquire similar positions. While the Company assures that it will not deliberately favor any party over the Client, it disclaims responsibility for any losses resulting from such competition.

Upon the Client's request, the Company shall furnish additional details regarding its conflicts of interest policy. This ensures transparency and allows clients to make informed decisions about their engagement with the Company.

## AGREEMENT EFFECT

This Agreement is binding on the Company, its successors, assigns, and the Client's heirs, executors, administrators, legatees, successors, personal representatives, and assigns. The Client accepts and agrees to abide by the terms and any future amendments thereof, without the need for notification from the Company. The first post-amendment transaction initiated by the Client in any account signifies the Client's acceptance of the change as of the effective date of the amendment and such initiation and the subsequent execution of such transaction by the Company shall constitute reciprocal good consideration for the variance or amendment abovementioned, the sufficiency of which is hereby acknowledged and agreed by the Client and the Company respectively. The Company requires timely updates regarding changes to the Client's information, with additional data/documents as necessary.

The Agreement's terms may be modified, and notice will be communicated through the Company's website or direct notification. In case of the Client's incapacity/death, the Company will freeze accounts upon legal notification, requiring relevant documents for account action. The Company is not liable for losses or charges during the period between incapacity/death and legal notice receipt.

The Company may terminate this Agreement with **7 days' notice**, restricting new trades but allowing the management of existing ones. Immediate termination may occur if the Client breaches the Agreement, provides false information, fails to update personal details, or engages in activities contrary to the Agreement's terms. The Client can terminate at any time, with liabilities remaining unaffected.

Upon termination, the Company will return the Client's account funds after deducting charges, fees, or other required deductions.

## FORCE MAJEURE EVENTS

The Company, in its discretion, may declare a Force Majeure Event during emergencies or exceptional market conditions, encompassing situations like acts, events, or occurrences disrupting the orderly market for the Financial Instruments. This includes market suspensions, closures, or excessive movements in Financial Instruments. In such instances, the Company may take actions without prior notice, such as adjusting margin requirements, closing open positions, suspending/modifying Agreement terms, and altering trading times for specific Financial Instruments.

## GOVERNING LAW

This agreement is subject to the laws which are in effect in the Union of Comoros. No action, regardless of form, arising out of transactions under this Agreement may be brought by the Client after three months have elapsed from the day that the cause of action arose.

## ASSIGNMENT

The Company may assign the Client's account to another financial institution by notifying the Client of the name of the intended assignee and the date of the assignment, five (5) days prior to the assignment. Unless the Client objects to the assignment in writing, prior to the scheduled date for assignment, this will indicate the Client's tacit acceptance and the assignment will be binding on the Client.

## CONFIDENTIALITY

The Company recognizes the significance of the client's personal information as a valuable and unique asset. It explicitly belongs to the client, and the company pledges not to utilize this confidential data to benefit any party other than the client. The company ensures that its employees and service providers, privy to this

confidential information, are made aware of its sensitive nature. The disclosure of the client's personal information is restricted to a need-to-know basis.

The client's consent is not required if the disclosure is mandated by governmental authorities, laws, or regulations. Additionally, the client's personal information may be shared to comply with legal requests, protect the company's legal obligations and rights, or cooperate with regulatory authorities. The company is committed to safeguarding the client's privacy, confidentiality, and anonymity, processing the provided information fairly, legally, and for specified purposes. The client agrees that relevant institutions may receive their personal information as necessary for the business relationship.

The client acknowledges that competent authorities have the authority to exercise their functions and powers directly or in collaboration with other entities. The competent authority may also delegate responsibilities or seek judicial intervention while possessing supervisory and investigatory powers to fulfill their duties. The client further agrees that individuals or entities providing information to the competent authority, as per this agreement, are not in violation of any contractual, legislative, regulatory, or administrative disclosure restrictions. Such notification does not subject the notifying party to any liability.

#### MISCELLANEOUS

Failure to enforce any provision of this agreement shall not be construed as a waiver of such provision or the right to enforce it in the future. This agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, agreements, or understandings, whether oral or written, relating to the subject matter herein. Any provision deemed unenforceable or invalid by a court of competent jurisdiction shall be severed from the agreement, and the remaining provisions shall continue to be binding and enforceable. The headings in this agreement are for convenience only and do not affect the interpretation of any provision. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.