

Errante Securities (Seychelles) Ltd

Regulated by the Financial Services Authority (Seychelles) License no SD038

Errante CopyTrade Terms & Conditions

ERRANTE COPYTRADE TERMS AND CONDITIONS

SCOPE OF AGREEMENT

1. INTRODUCTION

Errante Securities (Seychelles) Limited (the “Company” or “Errante”) is a Seychelles Securities Dealer Licensee, authorized and regulated by the Seychelles Financial Services Authority (FSA) under license number SD038 (hereinafter the “**Company**”). Our registered office is situated at Suite 205, 2nd Floor, Waterside Property, Eden Island, Mahe, Seychelles.

We will provide Copy-trading/Social Trading (hereinafter - ‘**Services**’ or “**CopyTrade**”) to our Clients, which is a service that allows traders (hereinafter – ‘**Subscribers**’ or ‘**Followers**’) to copy trades from other traders (hereinafter – ‘**Providers**’), and can be activated by selecting a Provider to start copying.

This Agreement is made between yourself, as our Client (hereinafter referred to as “you” or “your” or in general terms, the “client”) and the Company (Operating under the trading name “Errante” henceforth “us”, “our”, “we” or “Errante”) and any third parties may hereinafter be referred to individually, as “Party” and, collectively, as the “Parties”.

1.1. For client protection and satisfaction, you should take time to carefully read this Agreement as well as any other policies, additional documents and information available to you through our website prior to opening a trading account with us.

1.2. IF YOU HAVE OBJECTIONS TO ANY OF THESE COPYTRADE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCESS AND/OR USE OUR COPYTRADE SERVICE IN ANY WAY AND INFORM US IN WRITING IMMEDIATELY.

1.3. By accepting this Agreement, you confirm and acknowledge that we reserve the right to amend, alter, modify, delete or add to any of the provisions of these General terms and conditions at any time, in accordance with the Terms hereof. When these CopyTrade terms and conditions are modified (hereinafter referred to as “Changes”) we will post such changes on our website or trading platform and/or otherwise notify you of such changes. Each such notification shall be deemed as sufficient notice and it is your duty to consult and/or to check regularly this Agreement on our trading platform regarding any such Changes. Therefore, you should review these pages from time to time so as to ensure that you will be aware of any such changes. All amended terms shall be effective 5 (five) business days after their initial posting on our website, or as of the first time that you access and/or use our CopyTrade service after such amendments were made, whichever is sooner. Your continued use of our Services after the publication of any Changes shall be considered as your agreement to such modified terms and conditions and shall be governed by those

terms and conditions, as modified. If you do not wish to be bound by those changes, you should cease to access and/or use our Services and inform us in writing, immediately.

2. ERRANTE COPYTRADE DISCLAIMER

2.1. We provide our clients with CopyTrade features made available on our trading platforms and/or Client Portal.

2.2. Errante CopyTrade solution is designed to provide a copy-trading functionality.

- A Provider is a Client's Trading account functioning as a Master of trades whose trades are copied by other Clients' accounts (Follower accounts).
- Providers can set up their copying Strategies and Offers. Offers define the Performance Fee and other conditions for the Provider's Followers.
- A Follower is a Client's Trading account functioning as a target for trades which are copied from source accounts (Providers). A Follower account can follow multiple Providers, each of these target-source accounts is called *Subscription*.

2.3. In the event, you decide to use our CopyTrade services, we will provide you with investment management services. This means that transactions will automatically be opened in your Account on your behalf with respect to the amount copying such a portfolio once initiated by the copied account, portfolio, and/or strategy. The opening of such transactions shall not require any prior consultation, consent, or approval. We do not provide investment advice, nor provide any personalized investment recommendations and/or advise to you on the merits of any investments, either with respect to our CopyTrade services or any Service related to CopyTrade service.

3. SUITABILITY TO USE COPYTRADE SERVICES.

3.1. When using our CopyTrade Services, you are agreeing to use the investment management service of Errante.

3.2. In making a decision to Copy/subscribe a specific Provider or Providers' strategy and/or portfolio, You have considered your entire financial situation including financial commitments and you understand that using CopyTrade features is highly speculative and that you could sustain significant losses, although not exceeding the amount used to copy a Strategy or Portfolio.

3.3. Please note that we are unable to provide any guarantee as to the future performance of any particular investment, account, portfolio, or strategy. However, detailed information about past and current performance for the portfolios that can be copied, are available in the Copy section of the trading platform.

4. CONSENT AND ACKNOWLEDGMENT BY CLIENTS TO ASSOCIATED RISKS

4.1. Without derogating from the generality of the foregoing, You have reviewed, consent and acknowledge the Risks Associated with CopyTrade 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.

4.2. You further authorize us to execute any and all transactions and/or positions undertaken by the Provider's portfolio and/or strategy you chose to CopyTrade, including without limitation, CopyTrade or stop CopyTrade another Provider's portfolio and/or strategy and setting limits to any position (including copy position). 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, pause, restrict, and/or limit any CopyTrade activity performed by you via our platforms. You remain, at all times, solely responsible for both monitoring and selecting and assessing: (i) the suitability of the copied accounts; and (ii) the overall performance of the copied trader, account, portfolio, and/or strategy.

4.3. We 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 us and to stock and/or block any trader, account, portfolio and/or strategy from being copied. We reserve the right to pause, to copy or stop copying any trader, account, portfolio, and/or strategy, at our sole and absolute discretion.

4.4. Without derogating from the generality of Section 5 below, the provision of CopyTrade Services does not constitute investment advice on our part. You are using the CopyTrade features at your own risk and the company and its 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 we nor any Provider, Provider's 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.

5. COPYTRADE TERMS

5.1. 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 the Providers.

5.2. 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, 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 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.

5.3. When using our CopyTrade Services, We will provide you with investment management services. This means that transactions will automatically open in your Account on your behalf with respect to the amount copying such a portfolio once initiated by the copied account, portfolio, and/or strategy. The opening of such transactions shall not require any prior consultation, consent, or approval.

5.4. You are permitted to store, display, analyze, modify, and print the information made available through the Trading Platform. However, a client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without our consent. Therefore, clients may not alter, obscure, or remove any copyright, trademark, or any other notices that are provided on the Trading platform or on our website.

6. ERRANTE COPYTRADE SERVICE LIMITATIONS

6.1. We do not provide personalised investment recommendations, investment advice, tax related advice, or other financial related advice of any kind. Any explanation or information which we give to you as part of your CopyTrade Account or any Provider's account performance is not intended to be and should not be considered as advice. This information is provided by us solely for informational purposes.

6.2. You should use any information gathered from our website or social trading features as a starting point for your own independent research and investment decision making. However, you should not make investment decisions based on information provided on our platform or any marketing communication.

6.3. We will take reasonable steps to monitor the performance of any Provider's Portfolio and/or Strategy under the CopyTrade functionality. We reserve the right to pause, stop, or block any Provider from being copied under the CopyTrade functionality.