

IFCMARKETS. CORP.
IFCM INVEST
TERMS AND CONDITIONS

TABLE OF CONTENTS

1. Definitions	3
2. General Provisions	4
3. Obligations, representations and guaranties of Investors and Masters	5
4. Privacy Policy	6
5. Master, Investor and Payment account creation	6
6. Investor and Master accounts connection	7
7. CFD transactions distribution between Master and Investor accounts	7
8. Depositing/Withdrawing to/from Investor accounts	8
9. Manager's fee	9
10. Risks	10

1. Definitions

1.1. **IFCMARKETS. CORP. (hereinafter, “the Company”, “we” or “us”)** is a BVI incorporated company regulated by the British Virgin Islands Financial Services Commission (the “BVI FSC”, or the “FSC”) and holds Investment Business Licence No. SIBA/L/14/1073 (the “Licence”).

IFCMARKETS. CORP. is operating under the BVI Securities and Investment Business Act, 2010 (the “SIBA”, or the “Act”) and the BVI Regulatory Code, 2009, as the same may be modified and amended from time to time.

1.2. **IFCM INVEST (hereinafter, "The Service")** is a service provided by the Company to connect Investor’s Investment Account(s) to the Manager’s Master account(s) for purposes of further following Manager’s trading activity.

1.3. **Investor** is the Company’s Client, who is registered in Online Trading Facility and opened Investment account to connect to a Master account to Manager’s CFD trading activity of its choice.

1.4. **Manager** is a Company’s Client, who is registered in Online Trading Facility and opened Master account to connect Investors’ accounts to perform CFD transactions.

1.5. **Trading Platform** - MetaTrader 4 or MetaTrader 5 platform.

1.6. **Investment account** is an account opened in the trading platform by Investor to connect to Master account to follow Manager’s CFD trading activity. Investment account cannot be used to perform CFD transactions.

1.7. **Master account** is an account opened in the trading platform by Manager to perform CFD transactions that will be followed by Investment accounts. Master Account cannot be used for depositing and withdrawing funds.

1.8. **Payment account** is an account opened in the trading platform for the purpose of depositing funds to and withdrawing funds from Investment accounts. Payment Account cannot be used to perform CFD transactions.

1.9. **Investment share** (hereinafter, "the Share") is a share of Investment account in the total value of the Master account. The Share is calculated at the moment of depositing/withdrawing to/from Investment account as a

ratio of deposited/withdrawn amount plus Indicative Investor's equity to sum of Indicative Investor's equities of all Investment accounts connected to this Master account at the time of processing Deposit/Withdrawal request. The Share is recalculated each time a deposit or withdrawal request is executed for any of Investment accounts which is connected to this Master account.

- 1.10. **Indicative Investor's equity** is a value of Investment account which includes its balance plus the Share of all floating profits/losses from open CFD trading positions of the Master account to which it is connected. Indicative Investor's equity is displayed on a real-time basis on a special webpage in the Online Trading Facility. It is provided only for indicative purposes and not displayed neither in the Trading Platform, nor in the Account statements.
- 1.11. **Manager's fee** is a commission paid by Investor to the Manager for following his CFD trading activity through the Master account.
 - 1.11.1. **Performance Fee** is a manager's fee paid in percent by Investor to Manager for positive net profit from CFD trading activity through his Master account.
 - 1.11.2. **Volume Fee** is a Manager's fee paid by Investor to the Manager as USD per CFD transactions volume traded on Master account according to the Share of Investment account connected to this Master account at the moment of closing position. Volume fee is paid after the relevant CFD trading position is closed.

2. General Provisions

- 2.1. This document defines the terms and conditions under which the Company provides the Service.
- 2.2. This document is a part of the broader Customer Agreement of the Company. Thus, all the definitions and provisions included in the Customer Agreement are applied to this document. In case of a conflict between the provisions/definitions of this document and the Customer agreement, the latter shall prevail.

- 2.3. Both Investor and Manager are considered the Clients of the Company, thus all provisions of the Customer Agreement and other documents of the Company are applied.
 - 2.4. This document shall enter into force for the Company's Clients since the onset of the moment it is accepted in Online Trading Facility.
 - 2.5. In case any provision of this document becomes invalid for any reason, such invalidity does not affect the legal force and validity of other provisions of this document. In this case, this document is applied in full, with the exception of the part which is recognized as invalid.
 - 2.6. The Company has the right to amend the provisions of this document at any time. Therefore, you should review these pages from time to time so as to ensure that you will be aware of any such Changes. Amendments enter into force and become binding on the Client since being published in our Online Trading Facility.
 - 2.7. The IFCM Invest service is not an asset management tool. It is a software service solution provided by the Company for one Client (Investor) to get access to the services provided by the other Client (Manager) which constitute the possibility to follow Manager's CFD trading activity.
3. Obligations, representations and guaranties of Investors and Masters
- 3.1. The Manager and the Investor guarantee that by performing activities as Manager or Investor, they do not violate the requirements of the legislation of the country of residence (including, but not limited to: currency, tax, civil laws);
 - 3.2. In case of violation of the above guarantee, Manager or Investor at his own expense resolves all disputes and settles all claims arising in relation to his activities as Manager or Investor.
 - 3.3. Manager and Investor do not have the right to use the logo, company name and trademark, to make any promises, obligations or guarantees on behalf of the Company or the Service, as well as to perform any other actions that could entail the submission of complaints (claims) to the Company.

- 3.4. If any complaints or claims are submitted against the Company as a result of Manager's or Investor's failure to comply with any of the requirements of this document, Manager or Investor shall fully compensate all expenses incurred by the Company.

4. Privacy Policy

- 4.1. Manager agrees that information about his Master account (including, but not limited to name, description, equity, trading statistics, trading history, account lifetime) is made publicly available through the Online Trading Facility.
- 4.2. For the purpose of providing the Service it may be required to disclose your personal data, such as, but not limited to, your full name, email, address, contact details and trading history to the third-parties which provide technical or other solutions for the Service and with whom the Company has the contractual relationship to provide the Service. By accepting this agreement you provide us with your consent to share your personal data with such third-parties.
- 4.3. . By accepting this agreement, you provide us with your consent to share your personal data with such third-parties.

5. Master, Investor and Payment account creation

- 5.1. Master, Investor and Payment accounts can be opened by the Clients request through our Online Trading Facility.
- 5.2. Creating Investment or Master account is possible only after opening a Payment account.
- 5.3. When opening a Master Account, the Manager must specify his name and add a description. The name and description of a Master Account are published in our Online Trading Facility and must not contain any of the following elements: obscene language or any elements that are insulting in nature, including racial, religious, nationalistic and ethnic slurs; guarantees of profits or other promises; direct or indirect references to competing companies or their advertisements; the word "IFC Markets", "IFCM", "IFC" or any similar wordings; names of government officials

and agencies; references to gambling or financial pyramid schemes; any hyperlinks; names of Master Accounts of other Managers if such a reference clearly misleads investors as to which Manager owns the Master Account. The following elements can be used: the Manager's first name and last name; the names of trading indicators; descriptions of a trading strategy; and any other elements that don't violate the restrictions listed above. The Company reserves the right to change the name and description of Master Account at its own discretion and without prior notice.

- 5.4. The Company reserves the right to restrict to the Clients the possibility of opening Payment, Master or Investment accounts partially or completely at its own discretion, without prior notice and without obligation to provide any justifications.

6. Investor and Master accounts connection

- 6.1. To connect an Investment account to the Master account Investor must submit a request through our Online Trading Facility.
- 6.2. Single Investment account can be connected only to the one Master account.
- 6.3. To disconnect the Investment account from the Master Account Investor should submit a request to unsubscribe or withdraw all funds from this Investment Account. Such a request is executed according to the scheme set by the Manager on the Master account to which the Investor account is connected.
- 6.4. Unsubscribed Investment account can be reconnected only to the same Master Account which it was previously connected to.

7. CFD transactions distribution between Master and Investor accounts

- 7.1. Only Manager can perform CFD transactions on the Master account.
- 7.2. All Investors get share of profit/loss made on the Master account proportionally to the Share of their Investment accounts connected to the Master account.

- 7.2.1. All profit/loss is distributed to Investment accounts with precision of minimum available part of Balance currency of Investment account.
- 7.2.2. Investor can monitor distributed profit/loss of closed CFD transactions in Investment account in the Trading Platform as balance transactions.
- 7.2.3. Current CFD transactions, equity and free margin which represent the current state of Investment accounts in accordance with their Share in the activity of the Master account will not be displayed in the Trading Platform. This information is displayed on a special web-page in our Online Trading Facility as indicative information.
- 7.2.4. CFD transactions are entered into the Trading Platform on the Manager's Master account and transactions history is displayed for his Investors on a special web-page in our Online Trading Facility proportionally to the Share of their Investment accounts as indicative information.

8. Depositing/Withdrawing to/from Investor accounts

- 8.1. Depositing/Withdrawing to/from Investment account can be made only from/to the Payment account.
- 8.2. Depositing/Withdrawing to/from Investment account leads to a similar depositing/withdrawing on the Master Account to which the Investment account is connected.
- 8.3. Investment account must be connected to the Master account to submit Deposit or Withdrawal requests.
- 8.4. To make a deposit or withdrawal to/from the Investor account a relevant request must be submitted by the Investor. All such requests are executed according to the scheme set by the Manager on the Master account to which the Investor account is connected.
- 8.5. Manager cannot reject the deposit or the funds available for withdrawal request.
- 8.6. Investor can cancel only not executed Deposit/Withdrawal request.

- 8.7. After execution of Deposit/Withdrawal requests to/from the Investment account opened positions on the Master Account are re-allocated according to new Shares of all Investment accounts connected to this Master account.
- 8.8. Depositing/Withdrawing to/from Investment account does not affect opened positions on the Master account to which this Investment account is connected. Except in the case of withdrawal of funds cause the closure of opened position by Stop-out.
- 8.9. If the currency of Investment account differs from the currency of the Payment account transferring funds will be converted at the internal exchange rate of the Company at the time of processing Deposit/Withdrawal request.

9. Manager's fee

- 9.1. Manager's fee is calculated and paid automatically from Investment account to Manager's Payment account.
- 9.2. Manager can change Manager's fee in Online Trading Facility, but that will affect only Investment accounts connected after the fee is changed. Old Investment accounts will save previous fees settings.
- 9.3. Performance fee is calculated according to the Share of Investment account and paid only on net new rises in asset value:
 - 9.3.1. Calculation formula is «Performance fee = (Realized profit/loss + Floating profit/loss - Previous Realized profit/loss - Previous Floating profit/loss) x % of Performance Fee».
 - 9.3.2. Performance fee is paid:
 - 9.3.2.1. once in a period (day / week / month) at 00:00 CET, configured by the Manager in Online Trading Facility;
 - 9.3.2.2. At the time of withdrawal request execution from the Investment account connected to the Master account;
 - 9.3.2.3. At the time of unsubscribe request of Investment account from the Master account execution.

- 9.4. Volume fee is paid for CFD transactions made with instruments in certain groups such as Forex Major, Forex Minor, Forex Exotic, Precious Metal and Gold Instrument.
- 9.5. If the currency of the Manager's fee paid differs from the currency of the balance in the Manager's payment account, the Manager's fee will be converted at the Company's internal exchange rate at the time of payment.

10. Risks

- 10.1. In terms of the provided Service, the Company does not bear any responsibility either for Manager's actions or for Investor's actions.
- 10.2. The Company does not guarantee profit. Positive trading results in the past do not guarantee future positive trading results.
- 10.3. Manager and Investor hereby accept responsibility for possible financial losses such as direct losses or profit missed due to the following risks:
 - 10.3.1. the risk that the Manager does not possess the necessary qualification or knowledge required to manage Investors funds;
 - 10.3.2. the risk that the Manager may not observe Investors interests or may carry out fraudulent operations in relation to the funds in Investment accounts that are connected to his Master account;
 - 10.3.3. the risk that Manager may lose control over Master Account;
 - 10.3.4. the risk that third parties may gain access to management of Master Account;
 - 10.3.5. the risk that Manager or Investor may misunderstand or misinterpret this document;
 - 10.3.6. the risk of unforeseen delays in transfers between accounts or late execution of deposit/withdrawal requests of Investment account;
 - 10.3.7. the risk of liquidation of Master Account;
 - 10.3.8. the risk of Stop-out on Master account caused by withdrawal of funds by other investors.

- 10.4. Investors bear financial responsibility for any negative equity incurred on the Master account in direct proportion to their Share.
- 10.5. Under no circumstances shall the Company be held liable for the consequences of the aforementioned risks.