

TotalFX

Terms of Business Copy Trading



Contents

1. General information	3
2. Definitions of terms	4
3. Scope and Application	5
4. Client Acceptance Criteria	6
5. Acknowledgements	6
6. Limitation to the Services	7
7. Risk of Copy Trading	7
8. General provisions	7
9. Company Liability	7
10. Code of Conduct	8
11. Governing Language	8
12. Applicable laws and place of jurisdiction	8
13. Further information	8

1. General information

- 1.0 TotalFX is the tradename of Onam Trading (Pty) Ltd, a company with registration number 2015/302489/07 and having its registered address at 14 Trinity Street, Bloubergstrand, Cape Town, Western Cape, 7441, South Africa duly authorized by the Financial Sector Conduct Authority (the "FSCA") as Financial Service Provider ("FSP") under FSP number 51105 (hereafter the "Company" or "TotalFX"). The Company is authorized to provide the investment services specified in these Terms of Business (hereafter the "Agreement").
- 1.1 The business name TotalFX and the domain name www.totalfx.com is owned by the Company. The Company may also register and operate other websites mainly for promotional and marketing purposes in languages other than English.
- 1.2 The Client accepts and understands that the official language of the Company is the English language and that he should always refer to the legal documentation posted on the main website of the Company for all information and disclosures about the Company and its activities.
- 1.3 The relationship between the Client and the Company shall be governed by this Agreement, as amended from time to time. You hereby expressly acknowledge and agree that: by downloading, completing and/or submitting to us the account documentation and forms posted on our Online Trading Facility (hereinafter the "Account Opening Application Form(s)") and/or clicking in the appropriate space, relevant to the acceptance of the terms, or similar buttons or links as may be designated by us to show your approval and acceptance of this Agreement and/or by accessing or using, and/or by continuing to access or use our Online Trading Facility, you are entering into a legally binding contract by and between you and us, and you fully agree to abide by and to be bound by all the Terms and Conditions set out in this Agreement, as they may apply to you.
- 1.4 If your signature or acknowledgment is required or requested with respect to any such document and you "click" in the appropriate space, or on the relevant button (i.e. "Accept", "Submit") as may be designated by us to show your approval and acceptance thereof, or take such other actions as may be indicated on our Online Trading Facility you will be deemed to have "signed" and/or acknowledged the document to the same extent and with the same effect as if you have signed the document manually.
- 1.5 For your benefit and protection, you should take sufficient time to read this Agreement as well as any other additional documentation and information available completely and carefully to you via our website prior to opening a trading account with us and before accessing and/or using our Online Trading Facility. You must read, agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those Terms and Conditions expressly set out below, and those incorporated herein by reference, before you may become a client of our Company. If you do not understand any aspect of this Agreement, you should contact us before opening a trading account, or you should seek independent professional advice.
- 1.6 By accepting this Agreement, the Client enters into a binding legal agreement with the Company. The Agreement shall commence once the prospective Client receives an email that contains

the details with regards the Copy Trading Account. If you do have objections to any of these 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 Online Trading Facility in any way and inform us in writing immediately.

- 1.7 This Agreement does not override and/or replace in any aspect any existing TotalFX documentation or agreements and/or disclosures, including among others the TotalFX Terms of Business governing the business relationship with the Company's Clients. This Agreement is supplementary to all existing documentation.
- 1.8 Capitalized terms used herein without definition shall have the meanings assigned to them in the TotalFX Terms of Business.

2. Definitions of terms

"Agreement" means the present agreement and all Supplementary Documents, as the same may be amended from time to time;

"Copy Trading" means a trading functionality which allows Clients to trade by automatically copying another Client's trades and/or trading strategy. More information regarding our Copy Trading functionality is available on Company's official website;

"Copy Trading Account" means either the Strategy Provider Account or the Follower Account;

"Copy Trading Platform" means the platform where copy trading is performed (i.e. MT5).

"Follower" is a Client who has registered as a Follower Account via the Company's website and has been assessed and approved as a Follower by the Company under the terms and conditions of this Agreement;

"Primary Services" means the investment services which is the Company is authorized to provide from time to time, under its articles of authorization and subject to its Securities Dealer License;

"Services" means the Copy Trading services which is offered by the Company on a complimentary basis to the Primary Services offered by the Company under its licence;

"Strategy Provider" is a Client who has registered for a Strategy Provider Account via the designated page on the Company's website and has been assessed and approved as a Strategy Provider by the Company as per the terms and conditions of this Agreement.

3. Scope and Application

- 3.0 This Agreement provide for services that are only available to Clients of the Company who fulfill the criteria provided in Clause 4.1. of this Agreement. The Service provides the opportunity to its clients to follow the trading strategy of a Strategy Provider, under the
- 3.1 Terms and conditions set out herein. It should be stressed that the Service does not constitute an asset management tool and under no circumstances shall it be considered as Investment Advice or Portfolio Management.
- 3.2 The Services provide the ability to interact, follow and copy other trades and/or strategies. Copy trading features include account information, trading histories, risk profiles and other information in relation to Strategy Providers and Followers.
- 3.3 Copy trading allows Clients (i.e. Followers) to copy trades from other traders (i.e. Strategy Providers). By accepting to follow a strategy, the Follower authorizes us to automatically recreate all the trades places in the Strategy Provider's account into the Follower's Account without any prior consultation, consent or approval.
- 3.4 A Client can register with the Company to become a Strategy Provider and choose to publish his/her trading strategy through the designated page on the Company's website to any Client who wishes to become his/her Follower, under the terms and conditions set out herein.
- 3.5 A Follower is strictly prohibited from replicating, mirroring, or otherwise duplicating the trades from their copy trading account linked to a Strategy Provider. Such practice shall be considered as material breach of the terms of his Agreement and shall provide the right to the Company for immediate termination.
- 3.6 The Agreement shall commence once we have informed you that your account is being activated. This is done, once we have completed due diligence and satisfied our requirements in terms of 'Know-Your Customer' procedures, as described in the Company's Terms of Business.
- 3.7 This Agreement is provided to assist the Client in making an informed decision about the Company, its services and the risks of the Services.
- 3.8 This Agreement should be read in them entirely and in conjunction with the [TotalFX Terms of Business](#) in deciding whether to acquire or to continue to hold any Financial Instrument and/or to be provided by the Company any Investment service.

4. Client Acceptance Criteria

- 4.0 The Company shall offer the Services only to eligible clients who satisfy the following criteria:
- a) Have entered into an agreement for the provision of Primary Services and who have been accepted by the Company as its Clients; and
 - b) Have applied for the Services through the applicable link on the Company's website.
- 4.1 The Client acknowledges and confirms that the Company has the right to decline and/or refuse to offer the Service to a specific Client if he does not fulfil the criteria set out in Clause 4.1. of this Agreement.

5. Acknowledgements

- 5.0 The Follower acknowledges that he/she has read, understood and accepted the present Agreement and all supplementary agreements including TotalFX Terms of Business.
- 5.1 The Follower understands and accepts that if he/she wishes to copy the Strategy Provider's open trades, the Company will open the position at the best available price at the time of the opening and not the price at the time which the trade being copy was originally opened. If the relevant markets are closed at the time of copying, we will open a market order for you and once the market reopens, your order will be executed at the first available price.
- 5.2 The Follower shall always remain responsible for both monitoring, selecting and assessing the suitability of the copied accounts/accounts and the overall performance of the Strategy Provider.
- 5.3 The Follower acknowledges and accepts that by following a strategy of the Strategy Provider he/she accepts the commission set and the leverage used by the respective Strategy Provider taking into consideration that the Company has set a maximum leverage ratio for the Follower account which can be changed by the Company from time to time.
- 5.4 The Follower acknowledges and accepts that variations in the pricing may occur from the moment that the Strategy provider selects to copy a specific strategy to the actual moment that the Follower initiates copying such a strategy
- 5.5 The Follower and the Strategy Provider agree and acknowledge that they are subject to limitations depending on their region.
- 5.6 The Company does not guarantee the accuracy, correctness or completeness of information available from the service provided via the Copy Trading Platform and therefore will not be liable for any loss incurred. The use of "Signals" does not provide investment advice, nor provide any personalized investment recommendations and/or advice in deciding to trade. No guarantee is made that any user of this service will or is likely to achieve results advised by widgets/signals.
- 5.7 The Company reserves the right, at its sole discretion, to prevent any strategy from being publicly displayed if it determines that such a strategy is not in the best interests of the Followers. This decision will be based on various factors, including but not limited to, the equity

with which the strategy's performance was achieved, the frequency and timing of balance transactions and other relevant considerations.

6. Limitation to the Services

- 6.0 The Company does not provide investment recommendations, investment advice, tax related or other financial related advice or investment management Any explanation which the Company gives as part of copy trade or about the performance of the copy trade is not intended to be, and not be constructed as advice. This information is provided solely for information purposes.

7. Risk of Copy Trading

- 7.0 Client understands that there are many influencing factors related to either the market, in general or to the specific implementation of any signals, volatility which can affect actual trading buy/sell results. Past results are not indicative for future results. Client confirms understanding and acceptance that past performance is not an indication of future performance. The client orders can be executed as market orders or instant orders which always depend on the account type of each client. For further information regarding the execution of the orders correlated with the account types can be found in the Company's website.
- 7.1 The Company does not represent or guarantee that the risk score of a manager's strategy will accurately reflect the risk of their future performance.

8. General provisions

- 8.0 The Copy Trading Platform has a number of functions that we may make available from time to time. However, we may add, remove or change the availability and features of such functionalities at our absolute discretion without giving prior notice.
- 8.1 The Client acknowledges that no representations were made to him/her by or on behalf of the Company which may have in any way incited or persuaded him/her to enter into this Agreement.

9. Company Liability

- 9.0 The Company will not be liable for any loss, liability or cost suffered or incurred by the Client as a result of the actions taken in the Copy Trading Account that the Client has chosen to copy.
- 9.1 The Company will not be liable for any loss, liability or cost which the Client may suffer or incur as a result of the negligence, willful default or fraud of any third party (including any broker, bank, agent, custodian, investment exchange, depository or clearing house, electronic payment provider) which regards the Copy Trading Account.

10. Code of Conduct

- 10.0 The Strategy Provider acknowledges, confirms and understands that by using this Service he/she must follow the following Company's Code of Conduct:
- a) He/She shall not promote any unsolicited and/or unauthorized commercial advertising, promotional materials or other form of solicitation;
 - b) He/She shall not refer to any other Strategy Provider Account and/or internet sources;
 - c) He/She shall not reveal any Follower's identity through email addresses, URL addresses, private messaging software/application IDs, telephone number, personal account details and any other form of identification of a Follower to any third party.
 - d) He/She shall not promise and/or guarantee to any Follower and/or a prospective Follower any sort of definite returns of investment i.e. any form of projected gains, expected returns, guarantees of profits, and/or risk level, drawdown and/or unrealistic/false guarantee;
 - e) He/She shall not represent himself/herself as a representative and/or affiliate and/or connected persons with the Company in any contracts and/or agreements either orally and/or writing other than within the context of this Agreement.

11. Governing Language

- 11.1. This Agreement as well as any additional agreement hereto (both present and future) are made in English. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions in English shall prevail.

12. Applicable laws and place of jurisdiction

- 12.0 This Agreement, and all transactional relations between the Client and the Company are governed by the Laws of South Africa and the competent court for the settlement of any dispute which may arise between them under or in relation to this Agreement shall be the Courts of South Africa.

13. Further information

- 13.0 Further information on Company's Terms of Business is available upon request via email at support@totalfx.com