



LEGAL DOCUMENTATION

# Copy Trading/ Social Trading



QuoMarkets is the trading name of TRADEQUOMARKETS LTD (2023/C0024), operating under License no: 2023/C0010-0001. Located at #8 Jepson Lane, St. George, Goodwill, DOMINICA. With a commitment to transparency, security, and excellence, we strive to provide our clients with a seamless trading experience backed by reliable infrastructure and regulatory compliance.

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## **COPY TRADING/SOCIAL TRADING - TERMS AND CONDITIONS**

This section is to set out the specific terms that will apply to you when using the copy trading functionality on the TRADEQUOMARKETS LTD platform. This will apply to you in addition to the General Terms and Conditions, which apply to all our services and not just to copy trading.

### **1. WHAT IS TRADEQUOMARKETS LTD COPY TRADING**

1.1 When using the copy trading services, you agree to use our copy trading services.

1.2 The TRADEQUOMARKETS LTD platform provides you with the ability to interact, follow and copy other traders, strategies and/or portfolios by using the information, as well as providing you with "social trading features".

Social trading features include detailed account information, trading histories, risk profiles, and other information in relation to TRADEQUOMARKETS LTD traders, strategies and/or portfolios that may be useful to you when deciding whether to copy such trader, strategy and/or portfolio.

1.3 Copy trading is a trading functionality which allows you to copy the accounts of other traders. You do this by either copying a specific TRADEQUOMARKETS LTD trader account. By placing a copy order, you authorize us to automatically recreate this order for you in your TRADEQUOMARKETS LTD account without any prior consultation, consent, or approval. This will be done on a pro rata basis with the same products and the same trading instructions. For example, we may start copy trading, stop copy trading and/or pause the copying of the copied trader, account, and/or strategy.

### **2. TRADEQUOMARKETS LTD COPY TRADING SERVICE**

2.1 TRADEQUOMARKETS LTD offer a copy service which allows you to copy trades on the TRADEQUOMARKETS LTD platform as Copy Trader: where you can choose to copy the orders into an account of a single TRADEQUOMARKETS LTD trader.

### **3. CLASSIFICATION OF TRADE**

3.1 The copy trade service may result in trades in a number of financial instruments. Each trade opened on your behalf as part as the Copy Trader functionalities will usually be classified under the same asset class as classified in the copied account.

3.2 If you are restricted from trading a certain asset class or specific product due to Applicable Law, other regulatory requirements or any other reason at TRADEQUOMARKETS LTD sole discretion, then we may take reasonable steps, where permitted by Applicable Law and where our service enables this at our sole discretion, to ensure that an equivalent or similar trade is opened in your account to replace the restricted trade (for example, replacing a CFD trade with a trade in the underlying product or vice versa). If we replace a trade for you, we cannot guarantee that the risk rating and economic performance of the replacement trade will match that of the restricted trade. Where in our sole discretion we do not replace a trade with an equivalent or similar trade for any reason your economic performance, portfolio composition, risk rating and other factors relating to your portfolio may deviate from that of the TRADEQUOMARKETS LTD trader being copied.

#### **4. REGULATORY STATUS OF THE COPY TRADING SERVICE AND SUITABILITY ASSESSMENT**

4.1 In some cases we might assess whether copy trading is a suitable investment tool for you and under what conditions (the "Suitability Assessment").

The result of the Suitability Assessment is determined by information and documents provided to us by you, which you can update at any time.

4.2 We will establish your investment profile based on your Suitability Assessment, and your ability to enter copy trades may be limited by your Suitability Assessment. If we determine that copy trading is not a suitable investment tool for you, then you will not be permitted to access the copy trading functionalities of the TRADEQUOMARKETS LTD platform. We are not liable for any losses that you suffer as a result of providing false or misleading information as part of your Suitability Assessment, including where this leads to us creating an inaccurate investment profile for you.

#### **5. LIMITATIONS TO OUR COPY TRADING SERVICE**

5.1 We do not provide personalized 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 a copy trade, or about the performance of the copy trade is not intended to be and should not be considered as advice. This information is provided by us solely for informational purposes.

5.2 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 the TRADEQUOMARKETS LTD platform or TRADEQUOMARKETS LTD Community.

5.3 We will take reasonable steps to monitor the performance of any copied trader under the Copy Trader functionality, as well as the performance of the different trading strategies and portfolios under the Copy Portfolio functionality. We reserve the right to pause, stop, or block any TRADEQUOMARKETS LTD trader from being copied under the Copy Trader functionality, at any time on our sole discretion.

#### **6. THE KEY RISKS OF COPY TRADING**

6.1 In making a decision to copy a specific trader or traders, strategy, you should consider your financial situation, including your financial commitments. You should understand that copy trading is highly speculative and that you could sustain significant losses exceeding the amount used to copy a trader or traders as a result of the following:

(1) it will involve automated trading execution whereby trades are opened and closed in your account without your manual intervention;

(2) if you manually modify or close an order generated by the Copy Trader functionality, you may achieve a materially different result than the trader that you copied;

(3) if you are copying all trades which are currently open, we will open your position at the best available price at the time of copying and not the price at the time which the trade being copied was originally opened;

(4) cash-out and withdrawals by the copied trader, strategy when you are using the Copy Trader functionality may also generate a materially different result than the trader that you copied as it may affect the copy trading proportions. This is due to a number of different factors including starting account balance, minimum trade size, the investor's account settings, account type, differences in spread, interest and investment price at time of investment, copy fee, currency fluctuations, copy performance fee and also the difference in fees that may be incurred;

(5) following/copying the trading decisions of inexperienced and/or unprofessional traders.

(6) following/copying traders whose ultimate purpose or intention, or financial status may differ from yours; and/or

(7) following and/or copying traders who trade, which include, products restricted as a result of Applicable Law in relation to your account and where a replacement equivalent trade cannot be executed may result in the economic performance, risk rating and other factors relating to your portfolio deviating from the portfolio of the copied trader.

7.1 We are unable to provide any guarantee as to the performance of any particular investment, account, or strategy. Please refer to the Schedule which applies to the underlying product that you are copying for more information on the risks associated with trading that product.

7.2 Past performance, risk scores, statistics, and any other information with respect to TRADEQUOMARKETS LTD traders under our Copy Trader functionality, are not reliable indicators of future performance. We do not represent or guarantee that you will achieve profits or losses similar to those shown on the TRADEQUOMARKETS LTD trader or portfolio that you are copying.

## **8. CONFLICTS OF INTEREST**

8.1 We are required to act in your best interest when providing our services. However, there may be instances where your interest conflicts with our interests, or with another client's interest. For example, with respect to copy trading, we may compensate TRADEQUOMARKETS LTD traders who you and/or others have elected to follow and/or copy.

## **9. PLACING AN ORDER**

9.1 Before you enter the copy trade, you will need to allocate the multiplier you would like to put towards that copy trade. We will then automatically execute that order for you, which means we will not obtain your confirmation before we do this. The opening of such transactions shall not require any prior consultation, consent, or approval. Trades below the minimum trade amount shall be open with the next available trade size on the market.

9.2 When you are using our Copy Trader service, you can choose to copy:

Only new trades which are opened after you begin to copy the trader's account. This means that we will not copy any trades in the trader's account which were entered into before this point.

Or open all trades including the existing in the copied portfolio, these trades will be executed with current market price.

9.3 If you are copying only new trades:

- (a) we will open your positions at the same time as the trades being copied; and
- (b) all instructions and actions related to the copied trade will automatically be replicated in your TRADEQUOMARKETS LTD account (subject to the trade size as explained above), including stop losses, take profits and the closing of trades. For example, if a trader that you are copying extends their stop loss by adding more funds to their account then your stop loss will be adjusted automatically to reflect this. However, your position amount will remain the same as its initial amount.

9.4 The copy trading service has a number of other functionalities that we may make available to you from time to time. However, we may add, remove, or change the availability and features of these functionalities, at our discretion. This may impact how you can use the copy trading service on our platform, for example whether you can copy all trades or only new trades of a trader or a portfolio.

## **10. FEES AND COSTS**

10.1 When you place a copy trade, we will charge you fees on the same basis as those charged to the copied account for the same trades, with addition of copy fee and performance fee. Please refer to the Schedule which applies to the underlying product that you are copying for more information on the fees and costs associated with that copy trade and to schedule with all copy and performance fees. Fees can be changed at anytime in our sole discretion.

## **11. OUR RIGHTS AND YOUR RIGHTS IN SPECIAL CIRCUMSTANCES**

Please refer to the Schedule which applies to the underlying product that you are copying for more information on our rights and your rights in special circumstances.

## **12. LIABILITY**

Subject to Applicable Law, neither TRADEQUOMARKETS LTD nor any affiliates or associate third parties will be liable for any losses arising from:

- (a) actions taken by us in order to carry out your written or spoken instructions.
- (b) decisions or actions taken by a TRADEQUOMARKETS LTD trader that you have chosen to copy; and/or
- (c) specific investment decisions or actions taken or omitted in good faith by any copied account strategy.