



**DELTA FX**  
*This is Forex* 

**General Pro Trader System Agreement**  
(Version 2023)

## 1 Introduction

- 1.1 **Delta FX** (after this referred to as the 'Company') is incorporated under the laws of Saint Vincent with Registration 24975 IBC 2018, having its registered office at C/o Suite 305, Griffith Corporate Centre, Beachmont, Box 1510 Kingstown, St. Vincent and the Grenadines.
- 1.2 Agreement shall be complementary with all other Operative Agreements between the Company and the Client and together shall include all the terms and conditions by which the business relationship of the Client and the Company will be governed with respect to the provision of the Service, i.e., termination of any of the Operative Agreements between the Company and the Client shall constitute an immediate termination of this Agreement.
- 1.3 All of the above may change, amend or be supplemented over time. The Legal Agreements, which have been amended several times, set out the terms upon which the Company shall deal with the client in respect of the Instruments.
- 1.4 In order for a client to be eligible to participate in this Scheme, he must have opened a Trading Account with the Company as per the Account Opening Agreement. He must have completed the age of 18 or the legal age applied in his country of residence or otherwise must not be considered a "minor" in his country of residence.
- 1.5 The Client must carefully read the legal agreements that govern all of the client's trading activity and non-trading operations with the Company.

## 2 Definitions

- 2.1 The following terms shall have the following meanings herein:

**"Agreement"** means this agreement and any appendices to the agreement hereof.

**"Archived DeltaFx Pro-Trader Account"** means a Strategy Provider Account or a Follower Account with no financial or trading activity for a set period of 30 (thirty) days as per the Account Opening Agreement of the Company.

**"Client"** is a natural or legal person accepted by the Company as its Client and to whom the Company shall provide the Primary Services as per the terms and conditions of the Account Opening Agreement. A Client can be either a prospective Strategy Provider or a prospective Follower.

**"Company"** means **Delta FX** is incorporated under the laws of Saint Vincent with Registration 24975 IBC 2018, having its registered office at C/o Suite 305, Griffith Corporate Centre, Beachmont, Box 1510 Kingstown, St. Vincent and the Grenadines

**“Copy Ratio”** is the ratio determining the size of the Followers’ position copied in relation to the Strategy Provider trade. It is calculated as the Equity Ratio between the Follower and the Strategy Provider multiplied by the chosen Follower Volume Allocation.

**“Effective Date”** shall mean the date that the Company has approved the prospective Strategy Provider or the prospective Follower.

**“Equity”** equals to Balance + Floating Profit & Loss + Swap + Commission + Tax

**“Follower”** is a client who has registered for 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.

**“Pro Trade, Investors”** means either the Strategy Provider Account or the Follower Account.

**“Law”** means the Law which provides for investment services, the exercise of investment activities, the operation of regulated markets and other related matters (L.87(I)/2017) as amended from time to time.

**“Losses”** include both losses from open and closed trades.

**“OTP”** shall mean the one-time unique password which can be only provided by a Private Strategy Provider to a Follower who wishes to follow the Private Strategy Provider’s account, and which expires once used by the Follower.

**“Operative Agreements”** shall mean the agreements entered by the Client and the Company that govern all the Client’s trading activity. Operative Agreements include but are not limited to the Account Opening Agreement, the Terms of Business, the Order Execution Policy and any other agreement and/or policy which is available to the Client via the Company’s website and any appendices and/or addendums thereof, as amended from time to time, as well as any other agreement and/or policy which the Company may be required by the Law and/or any other legislative requirement, to make available to its clients from time to time.

**“Parties”** shall mean both the Strategy Provider and the Follower which have been approved by the Company as per the provisions of this Agreement.

**“Performance Fee”** is the fee payable to the Strategy Provider by the Company in the case where the trading strategy followed by the Follower has provided positive results for the Follower.

**“Portfolio Management”** means managing portfolios in accordance with mandates given by clients on a discretionary client-by-client basis where such portfolios include one or more financial instruments, as per the provisions of the Law.

**“Primary Services”** means the investment services which the Company is authorized to provide.

**“Private Strategy Provider”** shall mean a Client elected to open a Private Strategy Provider account with the Company and whose performance is only visible to Followers who access it.

**“Profits”** include profits from open and closed trades.

**“Public Strategy Provider”** shall mean a Client who elects to open a Public Strategy Provider account with the Company and whose performance is publicly visible to all Followers. Followers can join a Public Strategy Provider without obtaining the Public Strategy Provider’s prior approval.

**“Service”** means the **DeltaFx** Pro-Trader service, offered by the Company on a complimentary basis to the Primary Services provided by the Company under its license.

**“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 per the terms and conditions of this Agreement. A Client can elect to open either a Public or a Private Strategy Provider account.

**“Volume Allocation Percentage”** is the percentage selected by the Follower, which, alongside his equity ratio between the Follower and the Strategy Provider, is used to determine the volume of the trades to be copied.

- 2.2 All references to a statutory provision include references to:
- (a) Any statutory modification, consolidation or re-enactment of it, whether before or after the Effective Date of this Agreement, for the time being in force;
  - (b) All statutory instruments or orders made pursuant to it; and
  - (c) any statutory provision of which that statutory provision is a re-enactment or modification.
- 2.3 Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
- 2.4 Unless otherwise stated, reference to a clause, party, appendix or a schedule shall mean a clause or a party, appendix or schedule of this Agreement.
- 2.5 The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.

### 3 General Terms and Conditions

- 3.1 The Service is only available to Clients of the Company who have fulfilled the criteria outlined in Clause 4.1 of this Agreement. The Service provides the opportunity to its clients to follow a trading strategy which is made available via the platform by following one of the approved Strategy Providers, under the terms and conditions set out herein. It is noted that the Service constitutes an asset management tool and shall be considered as Portfolio Management.
- 3.2 A Client may register with the Company to become a Strategy Provider and choose to publish his trading strategy through the designated page on the Company's website to any Client who wishes to become his Follower, under the terms and conditions set out herein.

### 4 Client Acceptance Criteria

- 4.1 The Company shall offer the Service only to eligible clients who satisfy the following criteria:
- (a) have entered into an agreement for the provision of the Primary Services and who have been accepted by the Company as its Clients; and
  - (b) have applied for the Service through the applicable link on the Company's website and/or Client's Cabinets; and
  - (c) have completed and passed the Appropriateness Test and have provided the Company with the necessary information in order to be able to assess whether the specific Client is able to understand the risks associated with the financial instruments offered by the Company and the Company has successfully assessed his appropriateness;
  - (d) have completed the Suitability Test and have provided the Company with the necessary information in order to assess their investment objectives, their financial ability to bear the risks related to the provision of the Service and whether the Client understands the risks involved in relation to the specific financial instrument for which the Service is to be given.
- 4.2 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.
- 4.3 The Client acknowledges and confirms that the Company will be assessing the Client in terms of appropriateness and suitability on at least a semi-annual basis. The Company

shall have the right to terminate the provision of the Service to a specific Client if he no longer meets the criteria set out in Clause 4.1 of this Agreement.

- 4.4 It is understood that the Company has the right to request any additional information and/or documentation from the Client at any time throughout the term of this Agreement and/or the business relationship with the Client.

## 5 Acknowledgements

- 5.1 The Parties acknowledge that they have read, understood and accepted the present Agreement, and all Operative Agreements available on the Company's website.
- 5.2 The Parties further acknowledge and understand that:
- (a) The Company's relationship with them will be governed by the terms and conditions of this Agreement and all other Operative Agreements available on the Company's website, as amended from time to time;
  - (b) The Service is an asset management tool, and it shall be constituted as a Portfolio Management service;
  - (c) They understand and accept the nature of inherent risks in CFDs trading as specified in the Risk Disclosure document available on the Company's website.
  - (d) The Company does not guarantee the recurrence of rates of return that have been made by a Strategy Provider in the past.
  - (e) Any information in relation to the Service which is known to the Strategy Provider or the Follower respectively by using this Service shall be used solely for his own account.
  - (f) The ratio between profits and losses of a Strategy Provider shall not always be the same as the ratio between profits and losses of his Followers.
  - (g) The Client is constantly informed about the current ratio between profit and losses and given the option to cease the portfolio management service at any time if the current profit and loss ratio does not meet its investment objectives.

## 6 Representations and Warranties

- 6.1 The Parties hereby represent and warrant that all the information provided in the Suitability Test is true and accurate and under no circumstances is misleading. The Parties undertake to inform the Company of any material changes with respect to their personal circumstances, financial situation and/or any other information which might differentiate the outcome of their suitability assessment.
- 6.2 It is understood that the Company shall assess the suitability of the Parties based on the information provided by them and shall not be held liable for any losses arising as a result of the Parties' negligence in providing true and accurate information.
- 6.3 The Follower represents and warrants that the decision to accept or reject a Proposal from a Strategy Provider is based on his discretion and assessment of the Proposal.

## 7 Strategy Provider Account Registration

- 7.1 A Client who wishes to register as a Strategy Provider is required to complete a Strategy Provider Account Opening Form. It is understood that a Client who does not fulfill the criteria set out in Clause 4.1 of this Agreement shall not be able to proceed with registering as a Strategy Provider.
- 7.2 The Strategy Provider shall open a Strategy Provider Account via his Client Cabinet, and the following conditions must be fulfilled:
- (a) Suitability Test: The Client will be required to complete the Suitability Test upon registering for a Strategy Provider Account. The Company shall assess the suitability of the Client as per the provisions of Clause 4.1(c) of this Agreement. It is understood that in case the Client does not succeed in the Suitability Test, the Company shall not proceed with accepting him as a Strategy Provider. This test is automatic, and the system checks the following items:
    - Minimum Balance Allowed is 300 USD
    - Minimum Total trade count allowed is 20
    - Total profit should be positive
  - (b) Specification of a Strategy Name;
  - (c) Avatar Upload (optional);
  - (d) Trading Strategy Description;
  - (e) Account Settings – Private or Public;
  - (f) Specification of Performance Fee; Minimum is %10 Maximum is %50

- 7.3 In case the Strategy Provider does not provide the information mentioned in the above section 7.2 within twenty (20) calendar days, the Company reserves the right to decline the Strategy Provider Account.
- 7.4 The Strategy provider will be evaluated on the basis of the criteria set in section 7.2 and will be notified by the Company as to whether it is approved to register as a strategy provider. It is further noted that failure to satisfy one or more of the above requirements (with the exception of Avatar upload), the Company shall not proceed with accepting him as a Strategy Provider for the purposes of this Agreement.
- 7.5 For the avoidance of any doubt, it is noted that the Strategy Provider will be assessed for his suitability on at least a semi-annual basis and based on the assessment conducted, a Strategy Provider may no longer fulfil the eligibility criteria set out in Clause 4.1 to receive the Service. It is therefore understood that the Strategy Provider will no longer receive the Service, and his trading strategy will no longer be available to any of his Followers.
- 7.6 IF Suppose the Client fulfils the requirements set out in Clauses 7.2 and 7.4 of this Agreement. In that case, he will receive a confirmation email informing him that he has been accepted by the Company as a Strategy Provider, which will include his login details.
- 7.7 Unless otherwise specified by the Strategy Provider, his Strategy Provider Account will be added to the public Strategy Provider Accounts on the designated page.
- 7.8 The Company allows the Strategy Provider to use the Service without publishing his Strategy Provider Account on the designated page on the Company's website.
- 7.9 A Strategy Provider Account which has been inactive i.e., with no financial or trading activity for a period of 60 (sixty) days, will be automatically Archived as per the provisions of Clause 17 of this Agreement.
- 7.10 The minimum opening deposit amount for the Strategy Provider Account is 300 USD. It is understood that the Strategy Provider is required to fund his Strategy Provider Account prior to being able to be followed by a Follower.
- 7.11 The Strategy Provider can open only the following positions on his Strategy Provider Account:
- Buy;
  - Sell;
  - Buy and Sell Limit;
  - Buy and Sell Stop;
  - Take Profit;
  - Stop Loss.



## 8 Strategy Provider's Proposal

- 8.1 A Strategy Provider Proposal is a consent for Followers to follow their trading strategies. Each Proposal consists of a set of parameters selected by the Strategy Provider himself, and the Company shall use this information for the calculation of the remuneration of the Strategy Provider, as well as set the conditions for the formation and operation of the Strategy Provider Accounts.
- 8.2 The Follower acknowledges, understands and confirms that acceptance or rejection of any Strategy Provider Proposal is an entirely voluntary decision of the Follower and does not entail the conclusion of any contract, material reciprocal relationship or any other commitment binding the Company, Strategy Providers and Followers.
- 8.3 The Strategy Provider Proposal parameters are the following:
- (a) Strategy Name – The Strategy Provider must agree to and abide by the Deltafx-ProTrader Code of Conduct.
  - (b) Public or Private Strategy Provider Account Profile.
  - (c) Performance Fee – Percentage of profits payable to the Strategy Provider.

## 9 Terms and Conditions

- 9.1 The Strategy Provider can make a Proposal to Followers to follow his trading strategies by setting the Proposal parameters as per Clause 8 of this Agreement. The Follower may accept this Proposal at his discretion and assessment.
- 9.2 The Strategy Provider has the ability to:
- (a) Carry out trading transactions on Strategy Provider accounts on the instruments offered by the Company under the Service;
  - (b) Use Expert Advisors to carry out trading transactions;
  - (c) Establish the Strategy Provider Proposal;
  - (c) Determine the Strategy Type of the Strategy Provider Account;
  - (d) Determine the Performance Fee – this is the fee charged to Follower(s) based on the percentage of any profit made for the Follower that is payable;
  - (e) To the Strategy Provider as his Performance Fee;

- (f) Withdraw funds from his Strategy Provider Account at any given time;
- 9.3 The Strategy Provider cannot request the deposit or withdrawal of funds to or from the Follower Accounts.
- 9.4 All **Delta FX Pro- Trade** account calculations, deposit and withdrawal of funds, and crediting and debiting of Performance fees are performed by the Company.
- 9.5 The Follower has the ability to:
- (a) Select a Level of Risk.
  - (b) Select a Volume Allocation Percentage.
  - (c) Close copied trades in the Follower Account. No other trade modifications are permitted including but not limited to opening trades on their Follower Account.
  - (d) Withdraw funds from his Follower Account at any given time.
- 9.6 The Service is not available to Joint Accounts Holders.
- 9.7 The Strategy Provider is not allowed to have any direct contact with a Follower i.e., through telecommunications and/or any form of electronic communication other than the one specified under the terms and conditions of this Agreement. The Strategy Provider's relationship with the Follower shall be limited to making available his Strategy Provider Proposal to prospective Followers.
- 9.8 The Follower has the option to follow a Strategy Provider during the trading activity of the Strategy Provider, i.e., the Strategy Provider might have open trades prior to the Follower choosing to follow him. It is understood that any open trades which were opened before the Follower chose to follow a Strategy Provider, those trades will not be opened on the Follower Account. The Follower shall be able to copy any subsequent trades opened by the Strategy Provider. It is further understood that the ratio between profits and losses of the Strategy Provider shall not be the same as the ratio between profits and losses of the Follower.
- 9.9 The Follower will receive a Margin Call in case the minimum margin requirement to cover any open copied trades is insufficient. The Follower shall be responsible for monitoring his Follower Account and ensuring that the minimum margin requirement is met. It is noted that in case of insufficient margin in the Follower Account, the Follower will be stopped out. The Follower acknowledges and understands that he shall have no right to claim for any losses arising out of his failure to maintain the margin requirement i.e. the Follower being stopped out due to failure to maintain the margin requirement whereas the Strategy Provider was at a profitable position in the time of closing his positions.

## 10 Code of Conduct

10.1 The Strategy Provider acknowledges, confirms and understands that by using this Service he must follow the following principles of the Company's Code of Conduct:

- (a) He shall not promote any unsolicited and/or unauthorized commercial advertising, promotional materials or other form of solicitation;
- (b) He shall not refer to any other Strategy Provider Accounts and/or internet sources;
- (c) He shall not reveal any Follower's identity through email addresses, URL addresses, Skype ID, telephone number, personal account details and any other form of identification of a Follower to any third party;
- (d) He shall not attempt to impersonate or falsely state or otherwise misrepresent another user, person or entity;
- (e) He shall not represent himself as a representative and/or affiliate and/or connected person with the Company in any contracts and/or agreements either verbally and/or in writing other than within the context of this Agreement;
- (f) He shall not violate the existing copyrights, patents, trademarks or other proprietary rights of the Company which might come into his possession during the course of this Agreement;
- (g) He 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;
- (h) He shall not make any statements and/or calculations and/or obligations on behalf of the Company on any means of public communications i.e., forums, journal articles, books presentations;
- (i) He shall not use any threatening and/or abusive and/or harassing and/or defamatory and/or vulgar and/or obscene and/or hateful or otherwise objectionable content, including but not limited to racial and/or nationalistic and/or ethnic slurs on his Strategy Provider Account.

## 11 Follower Account Registration

- 11.1 A Client who fulfils the criteria set out in Clause 4.1 of this Agreement may apply to the Company to become a Follower of a Strategy Provider. A Client may become a Follower of a Strategy Provider by registering for a Follower Account and the following conditions must be met:
- (a) Select a Strategy Provider to follow and accept the Performance Fee percentage.
  - (b) Select the Risk Level.
- 11.2 It is further noted that failure to satisfy one or more of the above requirements, the Company shall not proceed with accepting him as a Follower for the purposes of this Agreement.
- 11.3 For the avoidance of doubt, it is noted that the Follower will be assessed for his suitability on a semi-annual basis and based on the assessment conducted, a Follower may no longer fulfil the eligibility criteria set out in Clause 4.1 to receive the Service.
- 11.4 If the Client fulfils the requirements set out in Clause 11.1 of this Agreement, he will receive a confirmation email informing him that he has been accepted by the Company as a Follower
- 11.5 A Follower can open up to 10 active (ten) Follower Accounts. It is noted that the Company may limit the number of Follower Accounts that a Follower can have at any time with prior notification to the Follower.
- 11.6 The Follower is permitted to follow only 1 (one) Strategy Provider per Follower Account at any given time.
- 11.7 The Follower will not be able to follow the same Strategy Provider from two different Follower Accounts.
- 11.8 Note: This does not affect existing Followers who currently follow the same Strategy Provider. However, if they decide to unfollow a Strategy Provider from one of their Follower Accounts, they will not be able to revert this and have two Follower Accounts following the same Strategy Provider.
- 11.9 The Follower Account is specifically designed to facilitate the copying of trading transactions made by the Strategy Provider, i.e., no additional trading transaction can be performed by the Follower on the Follower Account. The only modification option for the Follower is to close the copied trades in his Follower Account. The Follower acknowledges and understands that by closing copied trades in his Follower Account at his discretion,

the profit or loss he will experience will not be the same as that of his followed Strategy Provider.

11.10 In the event that there are insufficient funds in the Follower Account to support the copying of a Strategy Provider trade, then the specific position will not be opened.

11.11 Pending Orders, Take Profit or Stop Loss set by the Strategy Provider are not visible to the Followers Accounts.

11.12 The Follower acknowledges, understands and confirms the following risks associated with the execution of orders on his Follower Account:

- (a) The Company cannot guarantee that an order opened on the Follower's Account will be executed at the same price as an order on the Strategy Provider's Account;
- (b) An order placed by the Strategy Provider will generally be executed simultaneously on the Follower's Account. Nevertheless, it is understood that if by the time the order is executed on the Follower's Account, the price of an order has moved considerably far from the price at which the Strategy Provider opened the order due to high volatility in the market, the Company reserves the right to not open the relevant order on the Follower's Account;
- (c) An order placed by the Strategy Provider will generally be executed simultaneously on the Follower's Account. Nevertheless, it is understood that if by the time the order is about to be executed on the Follower's Account, the order has already been closed by the Strategy Provider, then the order will not be executed on the Follower's account;
- (d) If the price of an order has moved considerably far from the price at which the Strategy Provider has chosen to close the trade, the Company reserves the right to close the trade at the available market price at the time of closure;
- (e) The Company reserves the right to reject an order to be opened on the Follower's Account if the volume restriction on a given financial instrument is not met. The volume restrictions for each financial instrument are available through the Company's website;
- (f) The costs associated with the financial instruments offered by the Company which are faced by the Follower might differ from the costs faced by the Strategy Provider, depending on the type of the trading account that each one has opened, i.e. when the Strategy Provider has opened a trading account associated with lower costs compared to the trading account opened by the Follower, due to the type of the trading account opened by each one of them, this might have a different outcome on a particular trade or the overall strategy of each one;
- (g) Taking into consideration the risks associated with the execution of orders, the Follower shall be responsible for assessing the strategy of the Strategy Provider and

taking the necessary actions for his copied trades. The Company shall not be liable for any losses resulting from the execution of orders and the Follower's failure to assess his copied strategy.

## 12 Follower and Unfollowing

- 12.1 Upon selecting to follow a Strategy Provider, the Follower's will choose the Risk Level a Percentage for the Follower Account.
- 12.2 A Follower has the option to unfollow a Strategy Provider. This is possible only when there are no open positions on the Follower Account. In case the Follower selects the option to unfollow a Strategy Provider, the Follower will be given the option to automatically close all open positions, provided that the markets are open.
- 12.3 In the case where a Follower selects the option to unfollow a Strategy Provider or a Rescue Level is reached, but the process cannot be completed due to, but not limited, market close hours, financial symbol trading breaks, system errors, the Follower account is moved to 'Pending Unfollow' status until the process is completed. No trading and/or balance operations are allowed when a Follower account is in 'Pending Unfollow' status.
- 12.4 Private Strategy Providers have the option to choose which Followers will follow their accounts by generating and distributing OTPs.
- 12.5 Private Strategy Providers have the option to remove any of their existing Followers. This is possible only when there are no open positions on the Followers' accounts. Followers are notified when Strategy Providers have this option on the Follow page of the Company's website.

## 13 Deposit and Withdrawals

- 13.1 The Parties can complete deposits via their **Delta FX** Client Cabin.
- 13.2 The value of the deposited funds cannot be less than the minimum deposit requirements of each Deltafx Pro-Trader account.
- 13.3 The Parties can withdraw their available funds at any given time via their client Cabin. Withdrawal requests shall be processed as per the Withdrawal Conditions of the Company, which are available on the Company's website.

## 14 Copy Ratio

- 14.1 Copy Ratio is the ratio determining the size of the Followers position copied in relation to the Strategy Provider trade. It is calculated as Equity Ratio between Follower and Strategy Provider and the chosen Follower Volume Allocation.
- 14.2 The Copy Ratio changes dynamically as the equity on the Follower Account and Strategy Provider Account changes, meaning it is recalculated on each trade as the equity ratio is different on each trade even if the Volume Allocation has not changed.
- 14.3 Follower Volume Allocation is the Percentage selected by the Follower, which, alongside his equity, is used to determine the volume of trades to be copied.
- 14.4 Volume Allocation can be adjusted during each deposit to the Follower Account meaning the Copy Ratio is reset each time funds are added to the Follower Account.
- 14.5 In the event that the position size to be opened - based on the Copy Ratio - is less than the minimum tradeable volume offered by the Company, then the trade will open with a minimum trade size of 0.01 lot.
- 14.6 The corresponding position size of the copied trade to be opened in the Follower Account after the calculation of the Copy Ratio will be rounded up or down, to the nearest hundredth. For example, if the copied trade to be opened based on the volume allocation is 0.124, the position will be rounded down to 0.12 and if the copied trade to be opened based on the volume allocation is 0.127, the position will be rounded up to 0.13.

## 15 Performants Fee

- 15.1 Strategy Providers will select at the time of opening their Strategy Provider Account a Performance Fee percentage up to a maximum of 50% (fifty percent). The Performance Fee is evaluated and confirmed by the Company during the acceptance of the Strategy Provider.
- 15.2 The Company shall administer the operations of the Performance Fee to be debited from the Followers account, provided that the strategy followed had positive performance in favor of the follower, and shall be paid by the Company to the Strategy Provider. The Strategy Provider shall not receive the Performance Fee in case of negative performance.
- 15.3 The Strategy Provider acknowledges, understands and confirms that the formula is based on the investment duration and therefore covers the period starting from the last Performance Fee pay-out to the current date. The Performance Fee is not guaranteed as the value of open positions may rise or fall.

- 15.4 The Performance Fee payment is completed every other Sunday or at the time of withdrawal or time of unfollowing.
- 15.5 Performance Fee calculation, deposit and withdrawal of funds, and crediting and debiting of Performance Fees are performed automatically by the Company and will be shown on Clients' cabin statements accordingly.

## 16 Archived Account

- 16.1 The Company has the right to archive any account, either a Strategy Provider or a Follower Account, as per the terms of the Account Opening Agreement, which the Strategy Provider and the Follower have accepted prior to entering into a business relationship with the Company.
- 16.2 In the case of a Strategy Provider Account being archived:
- (a) The Strategy Provider will be removed from the Strategy Provider Accounts list on the designated page on the Company's website; and
  - (b) All Follower Accounts of the Strategy Provider will be disconnected.
- 16.3 In the case of a Follower Account being archived, it will be disconnected from the Strategy Provider.
- 16.4 It is noted that an archived account is not considered a terminated account. A Strategy Provider or a Follower who wishes to restore his archived account can request to restore his archived account by sending an email to [Support@Deltafx.com](mailto:Support@Deltafx.com). An archived account may only be restored at the Company's discretion.

## 17 Exclusion of Liability

- 17.1 The Company shall not be liable for the following:
- (a) Any loss, expense, cost or liability of any kind or nature suffered or incurred by the Strategy Provider and/or the Follower unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Company's gross negligence and/or fraud on behalf of the Company and/or the intended failure of the Company's obligations under this Agreement; and/or
  - (b) Any conflict and/or dispute arising between a Strategy Provider and a Follower which has resulted from their participation in the Program as offered by the Company;



- (c) For any obligation of the Company arising under any term, express or implied, under statute or common law.

## 18 Confidentiality

- 18.1 The Company shall maintain all information received by the Parties confidential. It is understood that the Company shall not disclose any personal information about either of the Parties other than the information displayed on the designated page of the Service on the Company's website.
- 18.2 The Parties acknowledge, confirm and understand that such information will be disclosed to the Company's employees and/or other related persons who are required to know such information for this Agreement. It is noted that the Company may disclose such information as may be required by any law, rule or regulatory authority without prior notice to the Parties.

## 19 Prohibited Trading

- 19.1 If the Company suspects or has reasons to believe that any of the Parties are involved in any form of prohibited trading, i.e. certain trading techniques commonly known as "arbitrage trading", "picking/ sniping", and/or follow an abusive trading strategy, i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts, the Company reserves the right to:
- (a) Terminate this Service with immediate notice to the Parties and/or the business relationship established between the Company and any of the Parties;
  - (b) Close any of the Parties' accounts with the Company and/or suspend his account for an indefinite period of time;
  - (c) Charge a penalty fee to any of the Parties as the Company deems fit and proportionate;
  - (d) Close the account, confiscate any profits that arise from prohibited trading techniques and return the original deposit(s) to the Parties. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the Parties' related accounts in order to make up for the difference.

## 20 Term

- 20.1 This Agreement shall come into force on the Effective Date and shall remain in force until terminated by virtue of Clause 21.

## 21 Amendment and termination

- 21.1 The Company has the right to unilaterally amend the Terms and Conditions of this Program from time to time without any of the Parties' consent.
- 21.2 the Service is available to the Parties at the Company's discretion. The Company has the right to terminate and/or remove this Service by giving written notice to the Parties.
- 21.3 This Agreement may be terminated in any of the following cases:
- (a) Any of the Parties communicates to the Company his desire to stop receiving the Service either by utilizing the unfollow option or by contacting the Support Department of the Company.
  - (b) Any Parties no longer meet the criteria to receive the Service. The Company shall not notify the affected Party in advance.
- 21.4 In the event that any prohibited trading activities are undertaken by any of the Parties within any of their trading accounts or/and any other account related to it.
- 21.5 If the Company suspects or has reason to believe that the Parties have submitted fraudulent details and/or false identification information during registration for the Service and/or during the Account Opening Process for opening a Live Account with the Company;
- 21.6 If the Company suspects or has reason to believe that the Parties have abused and/or manipulated in any way any of the Terms and Conditions of this Service and/or any other Operative Agreement of the Company and/or have not acted in good faith;
- 21.7 If the Company suspects or has reason to believe that the Parties have abused and/or manipulated any of the Terms and Conditions of this Service by hedging their positions internally (using other trading accounts held with the Company) or externally (using other trading accounts held with other brokers) and/or have not acted in good faith;
- 21.8 If it is not feasible to comply with the terms of this Agreement due to rules and regulations enacted by the regulatory authority having jurisdiction over the Company and/or any other legislative requirement having jurisdiction over the business being conducted under this Agreement.

## 22 Government Language

- 22.1 The Terms and Conditions of this Agreement and any other Operative Agreement of the Company are made in the English language. 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 of English shall prevail.

### Important note

- If the company suspects the customer (for any reason), it will be able to suspend the customer's account or accounts for some time at the company's discretion, and the company will not be responsible for the possible losses of the customer, and the customer will not have the right to object to suspending his/her account.  
-This agreement can be changed/terminated by the company for any reason the company considers at any time; the customer will not have the right to object.

**\*The Company has the right to change these conditions at its own discretion without prior notice to the client. The client has no right to object to the changes made by the company.**

Contact our Staff in the company Support Department for information about other conditions.

## Contact Us

### Hed Office

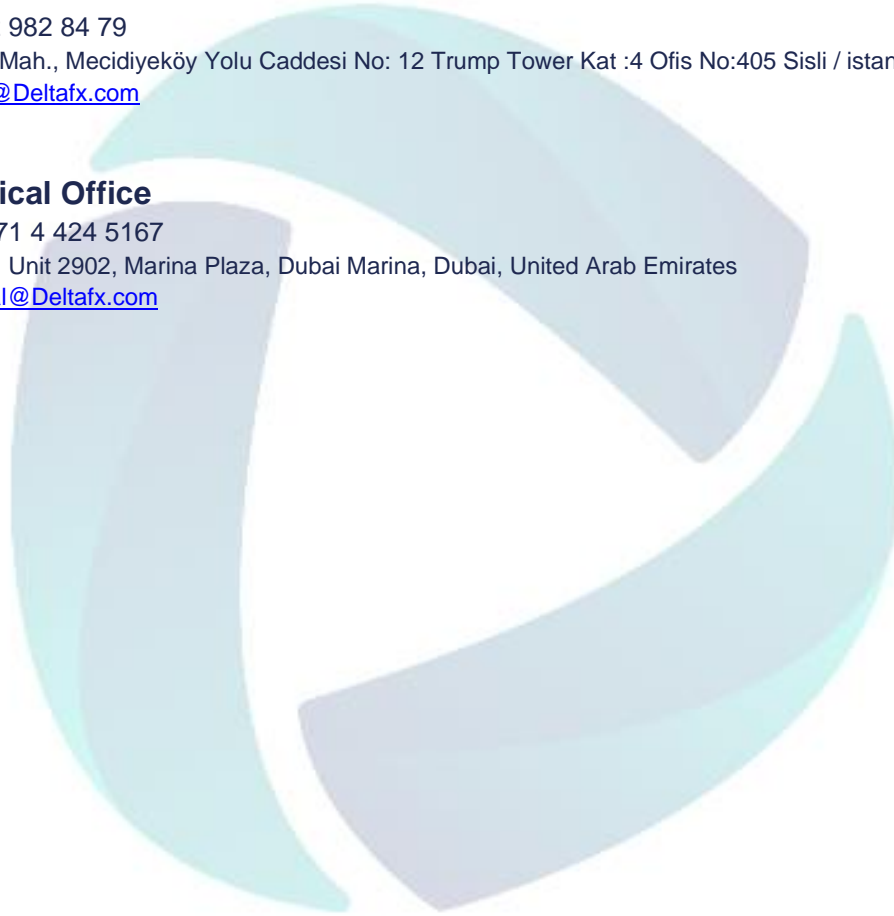
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