

# T&C Website

## 1. Scope

1.1 These General Terms and Conditions (“Terms”) apply to the relationship between Van Sterling Capital Ltd., 168 St. Christopher Street, VLT 1467 Valletta, Malta (hereinafter also referred to as “copytrade.market / Van Sterling”), as operator of the Online Portal <https://copytrade.market> and its customers.

1.2 These terms and conditions apply exclusively, any general terms and conditions of the customer shall only apply if and to the extent that copytrade.market / Van Sterling expressly acknowledges them in writing. In particular, the silence of copytrade.market / Van Sterling on such deviating terms and conditions shall not be deemed recognition or approval, including future contracts.

1.3 If individual agreements have been made with the customer in individual cases, these have priority over these GTC. The content of such agreements is governed by a written contract or the written confirmation of copytrade.market / Van Sterling.

1.4 Legally relevant declarations and advertisements which are to be submitted by the customer to copytrade.market / Van Sterling after the conclusion of the contract (e.g. setting of deadlines, termination, etc.) must be in writing in order to be valid.

## 2. Business activity of copytrade.market / Van Sterling

copytrade.market / Van Sterling is a Financial Services Institution licensed by The Malta Financial Services Authority (MFSA), Notabile Road, BKR3000, Attard, MALTA to provide financial services. In addition, Van Sterling is a member of the Malta compensation scheme.

## 3. Investment and contract brokerage

3.1 copytrade.market / Van Sterling, as an investment intermediary, establishes contact between interested investors and a provider of offered strategies (“Signal Provider”), and arranges for transactions on the basis of a given client’s request. The request is a connection between the client’s account and the signals of a certain strategy provided by a Signal Provider.

3.2 Depending on the nature of the brokered transaction, a brokerage contract will be concluded between copytrade.market / Van Sterling and the customer. This mediation agreement can be concluded both in writing and orally. The prerequisite for the conclusion of the contract is in any case the customer application completed by the customer. The contents of this contract and the resulting reciprocal rights and obligations are described in the following sections.

3.3 Within the framework of the brokerage contract, a contract is concluded for the provision of financial services between the customer and the respective product provider. Contractual partners of these contracts are exclusively the customer and the respective product provider. For the legal relationship between the customer and the product provider, only the contract and general terms and conditions of the respective product provider apply.

3.4 copytrade.market / Van Sterling is sending the signals to buy or sell positions from the chosen Signal Provider on request by the client to the chosen broker.. The orders of the customers regarding

the purchase and sale of financial instruments are made exclusively and directly to the respective broker, whereby the customer and the respective broker alone are responsible for the execution.

3.5 In the brokerage, copytrade.market / Van Sterling does not provide any consulting services (execution only) to the customer.

3.6 Insofar as copytrade.market / Van Sterling provides customers with information material on individual financial instruments, this does not constitute investment advice, but merely serves to facilitate the client's independent investment decision. copytrade.market / Van Sterling assumes no liability for the completeness and accuracy of the information provided.

3.7 All legal obligations to clarify, transmit information or other obligations in relation to the purchase and sale of financial instruments are the sole responsibility of the respective product provider. Information on financial instruments available on the portal does not constitute a buy recommendation, risk classification or other valuation of the respective financial instruments by copytrade.market / Van Sterling. The customer hereby exempts copytrade.market / Van Sterling from any claims due to non-delivery or incorrect transmission of the information.

3.8 There is no legal or tax advice from copytrade.market / Van Sterling.

3.9 The services offered by copytrade.market / Van Sterling – in particular the free assistance in the technical use of online tools (copy trade tools) via telephone, video, Internet and live training, Internet coaching etc. ("Support") and the reports and (market) analyzes offered gratuitously by copytrade.market / Van Sterling via the portal or in any other way, as well as forums, free newsletters, chats, live trading or other information ("Market Information") – are not part of the brokerage agreement between the customer and copytrade.market / Van Sterling and may therefore be discontinued by copytrade.market / Van Sterling at any time without notice or notice to the customer.

## 4. Asset management

Further, copytrade.market / Van Sterling may, at the request of the customer, enter into further agreements between the customer and Van Sterling as asset managers and signal providers, which will result in separate terms and conditions and legal fees as well as fees. Van Sterling Capital Ltd. offers its clients various forms of asset management, managed accounts as well as the receipt of trading signals. Private and institutional investors decide how they want to allocate and manage their assets to any strategies, taking personal risk profiles into account. The portfolios created will be managed by Van Sterling Capital Ltd. continuously monitored and managed for the customer.

## 5. Fees

5.1 For the conduct of the trade in financial instruments costs and fees are charged by the respective broker. The amount of the costs and fees depends on the contract concluded between the customer and the respective broker.

5.2 copytrade.market / Van Sterling does not incur any additional fees or commissions charged in connection with the brokerage activity. The customer pays the fees and commissions agreed with the broker, and copytrade.market / Van Sterling may receive compensation for its services from the respective broker. The customer renounces in this respect on a possible release claim.

5.3 If the customer makes use of the copy trade services of copytrade.market / Van Sterling, certain fees will be charged. The amount and nature of these charges is set out in the description of the offered strategies and contain management as well as performance fees.

## 6. Duties of copytrade.market / Van Sterling

6.1 Due to the agency agreement, copytrade.market / Van Sterling is obliged to forward the trading signals to the broker of the client.

## 7. Customer's obligation to cooperate

7.1 The customer must complete the information required by him in the opening documents in full and truthfully and together with a proof of address (e.g. telephone bill (no mobile phone bill), a letter from the house bank, the credit card company or a utility bill (electricity, gas, etc.) , in any case not older than six weeks) and the copy of his ID card to copytrade.market / Van Sterling. The customer is solely responsible for the completeness and accuracy of all personal data and other information provided by the customer in connection with the brokerage agreement with copytrade.market / Van Sterling, because these are only formally verified by copytrade.market / Van Sterling whether the customer has completed all the response fields contained in the opening documents, and not whether the information is in fact correct and complete. In particular, the customer must provide truthful and complete information about himself, his willingness to take risks as well as his risk appetite, his investment objectives and the investment period within the framework of the risk declaration to be submitted by him.

7.2 Insofar as the response fields provided for in the opening documents are incompletely filled in by the customer, the customer must provide supplementary information to copytrade.market / Van Sterling insofar as otherwise these customer's opening documents can not be forwarded to the respective product provider for further processing.

7.3 The customer is responsible for informing himself about the general terms and conditions, clauses and conditions of the respective product supplier and the applicable laws. This is particularly because the products offered can be subject to their own laws, conditions and regulations.

7.4 The customer must inform copytrade.market / Van Sterling immediately of all facts and changes essential to the business relationship. Essential facts are, in particular, the name, the address, the civil status, the ability to dispose or commit as well as adverse changes in the economic situation that have already occurred or are threatened. This list is not exhaustive.

7.5 Orders of any kind must reveal their contents beyond doubt. Unclear orders may have unwanted consequences or lead to delays in order execution. Resulting forwarding errors or delays are the sole responsibility of the customer. Changes, confirmations, recalls or repetitions of orders must be clearly marked as such. An order change or recall can only be considered by copytrade.market / Van Sterling if the appropriate copytrade.market / Van Sterling message is received in sufficient time to be considered within the context of proper workflow.

7.6 The customer is obliged to do everything possible to ensure a quick processing of his order. This includes, in particular, the complete and timely submission of applications, accession declarations and other declarations necessary for the conclusion or execution of the brokering financial services and products.

7.7 The Customer shall indemnify copytrade.market / Van Sterling from liability for any damage that it may incur as a result of a breach of the obligations and duties of co-operation specified in these Terms and Conditions.

## 8. Risk Warnings

8.1 When acquiring and disposing financial instruments, there is a high level of risk to the customer's assets, including a total loss of capital and further losses. The completion of such transactions requires in-depth knowledge of these financial instruments or in-depth technical advice.

8.2 The reports and analysis provided by copytrade.market / Van Sterling and the information provided by copytrade.market / Van Sterling on the Portal or through newsletters, forums, chats and live trading are based on information copytrade.market / Van Sterling received from third parties. copytrade.market / Van Sterling makes every effort to provide the information in a timely and error-free manner, but to the extent permitted by law, assumes no warranty, commitment or liability. In particular, in the forums and in the chat, information from third parties can be set directly without any intervention by copytrade.market / Van Sterling. copytrade.market / Van Sterling has no control over this information and is not liable for information provided by third parties. In particular, all information relating to certain financial instruments does not constitute an invitation to buy, sell or hold the financial instrument described. They do not justify any individual advice or information relationship.

## 9. Liability

9.1 Insofar as nothing to the contrary arises from these General Terms and Conditions, including the following provisions, copytrade.market / Van Sterling shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

9.2 copytrade.market / Van Sterling shall be liable for damages – for whatever legal reason – in the case of intent and gross negligence. In the event of ordinary negligence, copytrade.market / Van Sterling shall only be liable a) for damage resulting from injury to life, limb or health; b) for damage resulting from the breach of a material contractual obligation (i.e. an obligation the fulfillment of which is the proper performance of the contract only possible and on the compliance of which the customer regularly trusts and may trust); however, liability of copytrade.market / Van Sterling is limited to compensation for foreseeable, typically occurring damage.

9.3 Despite high technological standards, the accessibility of the online portals of Van Sterling Capital Ltd. can not be guaranteed. copytrade.market / Van Sterling is only liable for damages resulting from faulty hardware and software if the cause of the damage is attributable to the business sphere of copytrade.market / Van Sterling and intent or gross negligence on the part of copytrade.market / Van Sterling. copytrade.market / Van Sterling is not liable for the fault of a third party.

9.4 copytrade.market / Van Sterling has basically no influence on the completeness, content, correctness and timeliness of the price information and therefore assumes no liability for them. The trading of the customer with financial instruments is handled by the respective product provider. In the case of disruptions of data transmission, in particular in the form of incomplete, delayed, incorrect or other erroneous transmission, copytrade.market / Van Sterling shall only be liable to the extent that the cause of this incorrect transfer is attributable to the business sphere of copytrade.market / Van Sterling and intent or gross negligence on the part of copytrade.market / Van Sterling. copytrade.market / Van Sterling is not liable for the fault of a third party.

9.5 The above exclusions or limitations of liability also apply with regard to the liability of copytrade.market / Van Sterling employees, employees, employees, representatives and vicarious agents, in particular in favor of the shareholders, employees, representatives, bodies and their members regarding their personal liability.

## 10. Changes to the Terms

Changes to these terms and conditions will be announced to the customer in writing or by email. They shall be deemed approved if the customer does not object to them in writing or by electronic means of communication within six weeks of receipt of the changes. copytrade.market / Van Sterling will particularly point out this episode to the customer. Decisive for the period is the sending of the objection.

## 11. Final provisions

11.1 These terms and conditions and all legal relationships between copytrade.market / Van Sterling and the customer are governed exclusively by the law of Malta.

11.2 If the customer is a merchant and the disputed business relationship is attributable to the business of his commercial business, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the domicile of copytrade.market / Van Sterling in Valletta, Malta. However, copytrade.market / Van Sterling is also entitled to file suit at the customer's place of general jurisdiction.

11.3 Changes to the contract through individual contractual agreements are informal. Incidentally, changes and additions to these terms and conditions as well as side agreements require the written form. This also applies to a waiver of this written form clause.

11.4 Should one of the above provisions be or become ineffective, the validity of the remaining provisions remains unaffected. The contracting parties are obliged to replace the ineffective provision by a provision which is as similar as possible in economic success.