



# **Copy Trading Terms and Conditions**

**More Than Trading**

PU Prime

**A. Introduction**

1. PU Prime is the commercial brand name. References to “PU Prime”, “Company”, “us”, “we”, “our”, “ours” or “ourselves” are used collectively to refer to the relevant operating entity or entities as listed on the Legal Documentation webpage at <https://www.puprime.com/legal-documentation/>.
2. The “Copy Trading Terms and Conditions” is an integral part of the “PU Prime Client Agreement” and provisions set herein are considered as an annex of all “PU Prime Client Agreement” and they should be read in conjunction.

**B. Conditions of Eligibility**

1. Subject to, and without prejudice to, all other Terms and Conditions, the offer is available to PU Prime’s Clients who have satisfied the Eligibility Criteria for the offer (“Eligible Clients”) as set out in the sections following hereinafter.
2. The “Copy Trading” may be offered by PU Prime from time to time to clients who open live trading accounts (meaning not demo) with PU Prime, in cases where such clients are referred to PU Prime via specific websites and/or social network sites in the context of certain specific promotions, and/or surveys that PU Prime may be running from time to time on such specific websites and/or social network sites.
3. PU Prime, at its absolute discretion, offers the “Copy Trading” to any Client(s) from any eligible countries/regions, as it deems appropriate and for as long as PU Prime deems to provide it.
4. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the “Copy Trading”. Without limiting the foregoing, participation in the “Copy Trading” is not allowed for persons under the age of 18 or otherwise under legal age in their country of residence (“Minors”,

and each a “Minor”). If you are a Minor, you cannot participate in the “Copy Trading”.

5. Participation of “Intermediaries/Related Parties” in the “Copy Trading” is prohibited. If the registration and/or trading data of a participant in the “Copy Trading” corresponds with the registration and/or trading information, including but not limited to IP address, of another participant in the “Copy Trading”, PU Prime reserves the right to regard this matching as a reason for immediate disqualification. For the purposes hereof, the term “Intermediary (ies)/Related Party (ies)”, when used in these Terms & Conditions, unless the context otherwise requires, shall mean to include any person or entity bearing a relationship with any participant in the “Copy Trading”, including, without limitation:
  - a) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;
  - b) person or entity, whom any participant in the “Copy Trading”, directly or indirectly through one or more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any participant in the “Copy Trading”; for purposes of this definition, the term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any participant in the “Copy Trading”, shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such person or entity, whether through ownership of voting securities or otherwise.
6. Similarly, persons associated in any manner whatsoever with PU Prime and/or with the specific websites and/or social network sites on which PU Prime may be running from time to time certain specific promotions, contests and/or surveys, in the context of which access to the “Copy Trading” is offered, are not allowed to participate in the offer.

7. PU Prime reserves the right, at its sole discretion, to terminate or withdraw the eligibility of any participant in the “Copy Trading”, and cancel or reverse any orders, rewards or profits if PU Prime has reasonable grounds to believe such a person or entity is involved in suspicious trading activities or not acting in good faith.

### **C. Specific “Copy Trading” Terms**

1. All countries opened for registration, except for mainland China and/or other prohibited jurisdictions as per the discretion of the Company.
2. Eligible participants: This offer is available to existing and new Clients except the following:
  - Introducing Broker (“IB”) account
  - Trading account opened through an Affiliate.
  - Cents account

(PAMMs and MAMMs need to open an additional account to participate.)
3. The “Copy Trading” is available for one account per eligible client only.

### **COPY TRADING AND SIGNALS**

The present document comprises the Terms and Conditions which govern the provision of additional services by the Company to the client, specifically mirror trading, copy trading and signals. The terms stated herein are applicable in addition to the general Terms and Conditions/Client Agreement of the Company which you have acknowledged and accepted during your registration with the Company.

#### **1. Definitions**

“Copy trading” involves setting a proportion of funds to execute the trades of the copied trader from the allotted funds.

“Follow Request” means a request submitted by a Client through the Company’s platform to copy a Provider under Automatic Copy Trading, which may result from the Client subscribing to a Provider and which remains pending until it is either explicitly rejected by the Provider or deemed accepted in accordance with these Terms and Conditions.

“Services” shall include copy trading and signals (“Automated Services”).

The Automated Services have been created to facilitate the automated opening, closing, setting up, adjustment and deletion of trading orders, generated by providers of trading signals (“Strategy Providers”).

## **2. Subscription**

The Client can activate their subscription in the following manner:

2.1. Open a live account with PU Prime, subject to account opening and verification process.

2.2. Log in to PU Prime, using the provided MT4/MT5 login and password.

2.3. Subscribe to other Providers’ strategies on the relevant tab;

2.4. Pause/terminate your subscription using the “Unsubscribe” button on the dashboard.

## **3. Copy Trader**

3.1. PU Prime servers keep track of Providers’ “buy” and “sell” signals. By using the platform, Clients can view, analyse and evaluate signals of Providers. Once a client decides to subscribe to a Provider, the said positions shall be executed automatically on the Client’s trading account, in accordance with the applicable copy trading procedures.

3.2. The Client will be in a position to view signals/strategies from all Providers that are available on PU Prime. It is further noted that this is subject to the Company's discretion in accordance with the regulatory requirements in each jurisdiction whether the client shall have access to all Providers and whether a Suitability Test as well as the assessment of the Strategy Providers, which Strategy Providers are eligible to be available ("Eligible Strategy Providers") for each Client shall be performed.

3.3. The Copy Trading platform enables a full trading functionality for automated strategies trading. In particular, PU Prime provides Clients with:

(a) Automatic Copy Trading. The Clients can select strategies that match their personal trading preferences, such as risk tolerance and past results. Once any Provider has been selected by the Client, all the signals sent by the Eligible Strategy Provider will be automatically applied to the Client's trading account with the Company. No intervention is required by the Client as all account activity is controlled by the platform/Provider.

(b) Semi-Automatic Copy Trading: Clients can view all the signals of Eligible Strategy Providers in real time. The Clients can choose which trades to "copy" and execute in their own trading accounts with the Company. Once the Clients select a signal for copying, they can decide if they wish to close the trade manually or they may prefer to let the position be closed automatically when the Eligible Strategy Provider closes it.

(c) Manual Trading: It is the Client's responsibility to decide which signals of the Providers and proceed with the placement of the relevant order for execution in his/her trading account with the Company.

It is further noted that even if the Client is subscribed to a variety of Providers, he/she will be in a position to set his/her own preferences as to the Position Volumes. In addition, Clients are able to manually close trades at any time, irrespective of the trading mode selected:

Before using the Automated Services, the Client has to ensure that he/she:

- a. fully understands the services offered by the Company, in collaboration with PU Prime, through undertaking his/her own research on the Automated Services;
- b. comprehends that the past trading performance of the Strategy Providers presented are no guarantee of future results;
- c. understands and accepts all the risks associated with margin trading on the financial markets;
- d. understands that the Provider(s) are not employees or agents or representatives of the Company;
- e. acknowledges that his/her trading account may be located on a different server to that of the Provider, meaning that orders may be opened or closed on the Strategy Provider's server at a different price than on the trading account of the Client;
- f. accepts all risks associated with the different trading conditions between the Client's trading account; and the Provider's trading account, which may result in discrepancies or inadequacy of executing certain trading actions; and
- g. agrees and acknowledges that the Company is not and could not be held liable in relation to any possible losses resulting from the trading losses from the orders placed by the Providers.

#### **4. Execution of Trades**

Automated services will result in trading in a number of financial instruments however you are hereby informed that clients may be restricted from trading certain class of assets and/or products then the Company shall act within the scope of the

legislation in order to ensure that an equivalent and/or similar trade will be opened in order to replace the restricted trade. In case of a replacement, the Company does not guarantee that the risk rating and/or economic performance of the replacement trade will be identical and/or similar therefore you further acknowledge that this will not take into account your economic performance, portfolio characteristics and/or any features of your account.

## **5. Suitability Test**

Automated services can be provided in accordance and pursuant to the applicable legislative and regulatory framework. To this effect, prior to the provision of the automated services the Company shall collect information and evidence in order to assess whether client(s) are eligible for these services and whether the automated services are suitable for the given client(s). The result of the suitability test shall formulate the investment profile of the clients and whether the automated services are suitable. Depending on the result of the suitability test, the Company can deny access to the automated services to the clients who achieve a low score/fail the suitability test. In this case the Company shall not be liable and/or accepts no responsibility for any incurred losses as a result of providing false and/or misleading information during the performance of the suitability test with the Company as there is a risk that this will lead to a false investment profile which may not be suitable for you.

## **6. Liabilities**

The Client further acknowledges and accepts that:

- The Company does not provide personalized investment recommendations, investment advice, tax services/advice or other financial advice therefore any information and/or reference and/or performance is not and should not be construed as investments advice;
- The Company provides an abundance of material on its website and clients are encouraged to refer to such material and/or information and perform their

own independent research and decision making with regards to their trading account and decision-making.

- The Company reserves the right to monitor the performance of Providers and can terminate, suspend, or pause the operations of any Provider of automated services and/or of any strategy.

## 7. Risks

You should always consider your financial position and whether you can afford to engage in automated services. Automated services are highly risky and speculative and can lead to significant losses which may exceed the invested amount as a result of the following:

- It may involve automated execution of trades where such trades will be automatically opened and closed as per the investment strategy of the Provider(s) you will subscribe to without manual intervention;
- If the client decides to manually intervene in the Provider's strategy by modifying or closing a position then the result can be significantly different than the Provider's;
- The threshold of the trading balance should be sufficient to cover the minimum amount of the trades;
- If Clients enter the automated services/copy trades which are already open, then the positions will be opened at the best available price at the time of copying and not the price at the time which the trade was originally opened by the Provider;
- Please note that any action on Provider(s)' accounts may lead to significantly different results as this can potentially affect the trading proportions, including among others trading balance, minimum trade amount, account settings,

spread, interest and investment price and different fees which may be incurred;

- Subscribing to Providers who are inexperienced and/or not professional;
- Subscribing to Providers whose intention or financial position differs the client's;
- Subscribing to Providers whose portfolios include products which may be restricted as a result of the Applicable Legislation in your trading account and/or jurisdictions leading to a replacement with an equivalent trade which cannot be executed can lead to a deviation in comparison to the Provider's portfolio.

It is further noted that the Company does not guarantee any performance whereas you should refer to the Risk Disclosure with regards to the inherent risks of the products you would like to trade with automated services.

Past performance is not an indication of future results whereas any reference to past risk scores, statistics and/or any other data/material/information with regards to the Providers and the Company under the provision of automated services are not an indication of future results. The Company accepts no responsibility nor liability with regards to the outcome of your trading neither for profits or losses and does not guarantee that the outcome of the automated services shall be the same like the Provider's.

## **8. Conflicts of Interest**

The company shall act in the best interest of its clients when providing automated services; however, there may be cases where clients' best interest may be in conflict with another client's best interest or the Company's. Please refer to the Client Agreement for more information on conflicts of interest.

## **9. Trading via Automated Services**

Once you register with the Company you will be able to log in to PU Prime using your platform credentials. Before you are able to subscribe to a Provider, you must ensure that your trading account is sufficiently funded, and such funds will be allocated to your copied account.

While a Follow Request is pending, you shall not be permitted to withdraw the funds allocated for copying, unless the Provider explicitly rejects the Follow Request. If the Provider does not reject the Follow Request within seventy-two (72) hours from submission, the Follow Request shall be deemed accepted and you will automatically commence copying the Provider.

Upon commencement of copying, you may, at any time, stop copying the Provider and withdraw the available funds at your discretion, subject to the applicable system processing rules.

Once you subscribe to the Provider(s) of your choice, the trades will be automatically executed for you, and you hereby acknowledge that no confirmation shall be obtained from you before positions are executed. The opening of such positions will not require your authorization, prior consent or prior approval whereas trades below the minimum amount shall not be opened/executed. In case copy trading is chosen and you choose to close a single position while copying the Provider, the trading balance will be proportionally redistributed among the remaining open positions during the next rebalancing process.

Please be informed that there are a number of restrictions when using automated services, including controls on the invested capital, the number of Providers you can subscribe to, and number of trade.

Execution of trades when copy trading can occur in the following ways:

9.1. All open trades in a certain account and new trades which are opened after you subscribe to a Provider; or

9.2. Only new trades which are opened following the subscription to a Provider i.e., trades will not be entered prior to this point.

9.3. You are permitted to copy existing and new trades.

When you are copying trades which are currently open, the positions will be opened at the best available price at the time of copying and not the price at the time which the trade was originally opened. If the relevant markets are closed at the time of copying, the market order will be opened once the market(s) reopen at the first available price.

When you are copying only new trades:

9.4. The positions will be opened at the same time as the trades are being copied; and

9.5. All instructions/actions will be automatically executed and reflected on your trading account including orders such as stop loss, take profit and trade closure. This means that in case the Provider you have subscribed to extends the stop loss then this will be automatically reflected on your account too, however the position amount will remain unchanged.

It is noted that PU Prime may provide additional features from time to time at its sole discretion which may affect the automated services.

## **10. How to become a Provider**

Should Clients and/or signal providers wish to become Providers, they can visit the designated area on the Company's website where they must complete the online questionnaire and provide the requested information. Their application will be evaluated by the Company, which reserves the rights at its own discretion to either reject, approve and/or request additional information/evidence if this is deemed to be necessary prior to approval/rejection. The Company shall then notify the potential

provider of the outcome of the application and once a provider is approved access will be granted on the designated portal/dashboard online.

## **11. Fees**

When you place a trade via the automated services, there is a fee to be paid. Please refer to the fees of the underlying product(s) you are copying for the associated fees and costs. For additional information please refer to the Client Agreement and the website of the Company.

## **12. Liabilities**

Neither PU Prime nor any of its Affiliates or associate third parties will be liable from any losses incurred from:

- 12.1. Actions taken by PU Prime in order to carry out written/spoken instructions;
- 12.2. Decisions/actions taken by the Provider(s) you have subscribed to; and/or
- 12.3. Specific decisions/actions/omissions performed in good faith by the Provider(s).

## **13. Provision of Services**

The Company reserves the right to amend the services described herein from time to time and determine the eligible jurisdictions where such services will be provided to. The Company reserves the right to terminate an account in case a client/provider is determined to be ineligible and/or if there are suspicions of fraud, manipulation and/or provision of falsified information.

14. PU Prime will not be liable for any costs, expenses or damages which may be suffered as a result of PU Prime re-setting or adjusting a client's account as contemplated by these Terms and Conditions, including, but not limited, to losses attributable to automatically closed out Open Positions.

15. PU Prime reserves the right, at its sole discretion: to decline registration of any participant in the “Copy Trading”; and disqualify any participant in the “Copy Trading” who tampers or breaches these terms and/or any of the “PU Prime Terms and Conditions” set forth on PU Prime’s website.
16. PU Prime reserves the right, at its reasonable discretion, to discontinue the offering of this “Copy Trading” to any of its clients, without having to explain the reasons. Such clients will be informed via email.
17. PU Prime reserves the right to alter, amend or terminate the “Copy Trading” or any aspect of it at any time without having to compensate anyone for that. Prior notice of such changes will be given to clients. Please note that taking part in the “Copy Trading” constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.
18. Any indication or suspicion, in the PU Prime’s sole discretion, of any form of arbitrage (including but not limited to risk-free profiting), abuse (including but not limited to participant’s trading activity patterns that indicate that the participant solely aims to benefit financially from the cashback without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to a cashback promotion or any other forms of deceitful or fraudulent activity, will nullify all previously cashback of the Eligible Client’s real trading accounts with PU Prime and/or any and all transactions carried and/or profits or losses garnered therein. In these circumstances, PU Prime reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Eligible Client’s real trading account(s) with PU Prime, cancel all orders and annul all profits of such participants. In these circumstances, PU Prime shall not be liable for any consequences of the cashback cancellation, including, but not limited to, order(s) closure by Stop Out.

19. Taking part in the “Copy Trading” constitutes acceptance of these Terms & Conditions and of the PU Prime Terms and Conditions set forth on the PU Prime’s website.
20. If these terms and conditions of the “Copy Trading” is translated into a language other than English, the English version shall prevail in the case of an incompatible interpretation.

**D. Risk Warning**

21. Trading derivatives carries the risk of losing substantially more than your investment and is not suitable for all investors. You don't own or have any rights to the assets that underlie the derivatives (e.g., the right to receive dividend payments). You should not invest more than you can afford to lose and should ensure that you fully understand the risk involved. Past performance is not an indication of future results. This document has been prepared without taking into account your personal objectives, financial circumstances, or needs. Please refer to our legal documents page on our website to ensure you fully understand the risks before you make any trading decision.