



# **BfxPro Copy Program: Investor Agreement**

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Company: Bfxpro Ltd.

Company Registration:

Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.

Registration number 2023-00250.



## 1. INTRODUCTION

This BfxPro Copy Program: Investor Agreement (“Agreement”) explains the rules we (“BFXPRO LTD” or the “Company”) follow when you (“Investor” or “Client”) become an Investor under our BFXPRO COPY Investor service.

Apart from this Agreement, there are rules around your investing or trading on BFXPRO LTD in other Operative Agreements. You should read each of them carefully before you start trading with us.

## 2. ACCEPTANCE

You will receive a notice to confirm that you have been accepted as an Investor after you have made an online request, properly completed the application form, submitted all required documents and accepted this Agreement and the Operative Agreements on the Website.

## 3. SERVICES

You will participate in BfxPro Copy Program and have access to or follow a series, sequence and/or set of Transactions carried out by the Master through the Master account .

The Master has entered into a separate agreement with BfxPro LTD to provide specific trading orders and will provide his/her master account on the Website for your investment.

When you become an Investor, you agree to:

- (a) appoint the Master as your true and lawful attorney and agent, with full power and authority to act as a manager of your Investment Account;
- (b) Instruct BfxPro LTD to take all such necessary actions to follow the Investment Strategy.

The Investment Master will be followed at a pro-rata basis, comparing the funds in the Master account with the funds in the personal account opened under your name when you joined an Copy Program (your “Investment Account”).

When you follow an Master provider, you allow BfxPro LTD

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- a) to invest or deal with your Investment Account as the Master Provider in its own discretion and as BfxPro LTD deems appropriate for you;
- (b) to purchase, acquire, sell, dispose of, maintain, exchange or trade our Instruments in any manner;
- (c) to enter into contracts for differences and place Quotes and Orders for transmission or execution with another investment firm or bank;
- (d) to execute Transactions on an alternative venue;
- (e) to enter Transactions in any markets and act in any other way which the Master provider deems appropriate in relation to the Investment account;
- (f) to issue Orders and Instructions with respect to the disposition of the Instruments, forming part of the Investment Strategy.

#### 4. BFXPRO COPY PROGRAM

“BfxPro copy program” service is developed by BfxPro LTD and allows you to follow a Master provider account by copying the trades in a specially designated account, for a Performance fee.

The Performance fee represents a percentage of the profits that will be rewarded to the Master account for his positive performance and will be paid within the same day. In case the Investment account is withdrawn or closed, the High Water Mark rule will apply.

**“High Water Mark”** means the highest peak in equity value that the Investment Account has reached.

You can join any Master provider account available on BfxPro copy program. We will provide you with the master account, relevant information, applicable costs and fees, Performance fee and the history of performance of each Master account as amended from time to time on our Website.

You understand that each Master Provider has its own fees and charges, asset valuation and procedures.

We will settle your Investment Account in a payout interval:

- (a) to begin on the date your account is activated (first minimum deposit);

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(b) equal to one calendar month;

(c) to end at the beginning of the following payout interval.

When the payout interval is reached, we will pay the Performance fee to the Master account automatically if your account is profitable compared to your previous interval and if it exceeds the High Water Mark.

## **5. SUITABILITY**

You undertake to provide any necessary information we may request to assess your knowledge and experience on the underlying risks in the Transactions or management of your Investment Account or your financial situation and investment objectives.

## **6. REPORTS**

We will provide you with monthly statements (the “Reports”) on your trade, deposits and withdrawal transactions executed in your Investment Account and ProfitShare payments.

You will receive the Reports and/or report any inconsistencies within the Report.

Confirmations will, in the absence of manifest error, be deemed conclusive unless you notify BfxPro LTD in writing to the contrary within ten (10) Business Days following the day of receipt of the said confirmation with error.

You agree not to receive a quarterly or annual Report as the information on your Investment Account will be included in your monthly Reports.

## **7. PERFORMANCE FEE AND EXPENSES**

You agree to:

(a) pay the Master provider a remuneration equivalent to the Performance fee for each master account you join;

(b) pay the Master provider any performance fee, or expense or deduction from your Investment Account and/or BfxPro wallet, in the event of a partial or full withdrawal;

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(c) cover the Master provider's value added tax or any other tax, contribution or charged duty attributable to any Transaction, any act or action of BfxPro LTD under this Agreement;

(d) allow BfxPro LTD to withhold any taxes as per any Applicable Regulations and understand that you will be responsible for your taxes under this Agreement.

We may pay or receive monetary and non-monetary benefits to or from the Master Provider and/or other third parties in relation to BfxPro copy program as per the Applicable Regulations. Upon your request, we will share any information on such benefits where applicable.

## **8. DEPOSITS AND WITHDRAWALS**

You may deposit into or withdraw from your Investment Account at any time by submitting a request in your BfxPro account, subject to subpara 9 below.

You will be required to make a minimum deposit as indicated on our website into your Investment Account.

You cannot cancel a request to deposit and/or withdraw funds before execution.

## **9. AGGREGATION**

Aggregation means that BfxPro LTD may combine your Orders with those of our other clients for execution as a single Order. We will aggregate Orders, if we reasonably believe that this is in the best interests of our clients.

We cannot guarantee that aggregation will result in a more favorable execution price compared to standalone execution and will not bear any related responsibility.

You agree that:

(a) Where more than one Client joins an Master provider, the Orders will be executed as an aggregate of the volumes of all Investment Accounts and the Master account, in one separate order;

(b) The price of execution for all Investment Accounts following the specific Master account will be defined based on the average price of all prices executed for the specific Order; and

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(c) Where a Client joins, deposits to, pauses, resumes, and/or withdraws from his Investment Account, clause 11.2 (a) will not apply and orders will not be executed as an aggregate.

## 10. VALUATION OF CLIENT'S INVESTMENT ACCOUNT

Your Investment Account will be valued as follows:

Instruments, which are listed on any stock exchange will be calculated on the basis of their closing offer price on the relevant date as published; by the relevant stock exchange authorities or as directed by BfxPro LTD ; and

if the offer prices of the relevant Instrument cannot be determined in this way for any reason, they will be calculated in accordance with the closing offer price of the relevant Instrument as published; by the relevant stock exchange authorities or as directed by BfxPro LTD on the last date on which such publication has been made immediately prior to the relevant date of valuation.

Instruments, which in BfxPro's opinion, cannot easily be realized, will be calculated on the basis of fair valuation as determined by BfxPro LTD; and the following investments will be added to the final value for the relevant Annual or Monthly Period –

- (i) gross dividends, distributions of cash, bonus shares or other bonus securities, rights issues, warrants and interest received from or in relation to investments of the portfolio;
- (ii) any withdrawal of cash or investments from the portfolio; and/or
- (iii) any withdrawal of cash or investments from the portfolio.

**“Monthly or Annual Period”** means every continuous monthly or annual period commencing, in the case of the first monthly or annual period, on the date of commencement of this Agreement and ending one calendar month or year thereafter and in the case of every subsequent monthly or annual period, commencing on the first day which next follows the last day of the immediately preceding Monthly or Annual Period and ending one calendar month or year thereafter.

Any monetary profits made from entering into contract of differences Instruments will be included in the valuation of the portfolio after deducting the applicable Performance fee and Transaction Expenses.

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“**Transaction Expenses**” means the costs associated with the Transactions and services undertaken by BfxPro LTD on your behalf (i.e., conclusion, execution and settlement of Transactions, currency conversion e.g., expenses of other , custodians, any stock exchange and/or banks) as well as any expenses incurred by BfxPro LTD in connection with this Agreement and/or protection of your rights to your Instruments.

The value of the Investment Account may change based on the movement of underlying Instruments, further deposits and withdrawals.

The final value of the Investment Account for the relevant Payout Interval, will be determined after deduction of all outstanding Performance fee, fees and expenses, including third-party ones.

The final value of the Investment Account for the Payout period will be compared with a benchmark that BfxPro LTD will select to track your Instruments and reflect your investment objectives.

## **11. ACCOUNT CLOSURE AND TERMINATION**

You may initiate closure of your Investment Account by sending request by email to ([support@probfx.com](mailto:support@probfx.com)). In this case, all your Open Positions on your Investment Account must be closed at the time the request is made.

We may initiate closure of your Investment Account taking into consideration your pre-agreed investment policy statement and the current conditions of the markets.

## **12. MISCELLENOUS**

To contact us, please email us at: [support@probfx.com](mailto:support@probfx.com)

We may freeze your Investment Account for failure to provide any documents or information required under this Agreement and will charge you a handling fee of \$5 per month or the balance of the account, whichever is lower, until you provide this documents or information.

12.3 We may archive your investment account if there is no activity for 30 days .

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### 13. Risk Disclosure

Trading or investing in the forex market and contracts for difference includes very high risks to the investor's capital, so you must be well aware of these risks .

BfxPro LTD is not responsible for the loss of the investor's capital. BfxPro LTD works as a broker to transfer investors' order to global markets, so BfxPro LTD does not share with you the profit or loss.

You participated in the BfxPro copying program after reviewing the master's statistics and copying the orders from him. You are the only one responsible for your choices for the master, and the master is not responsible for compensating the loss if it occurs.

You, as an investor in the BfxPro copying program, bear all the responsibility arising from your investment account, and you are not entitled to claim compensation from BfxPro LTD or the master in the event of a loss.

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