ForexCopy System Use Agreement.

The present Tripartite Agreement (further referred to as "the Agreement") is made by and between InstaFintech Group (referred to as "the Company"); InstaForex customer intending or supposing to copy online trades of any customer of the Company for the purpose of obtaining the benefits and clearly understanding all financial risks (referred as to "the Follower"); and InstaForex customer intending or supposing to allow the Follower to copy his trades (referred to as "the Trader").

1. Definitions

   "Company" means InstaFintech Group providing the InstaTrader trading platform and a system of payment settlement between the Follower and the Trader (further referred to as “the ForexCopy system”).

   "Trader" shall mean a Company's customer registered in the ForexCopy system as the Trader for the purpose or with intent to enable copying his trades as well as manage his account in behalf of himself and Followers that use the InstaCopy system to copy his trades.

   "Follower" shall mean a Company's customer registered in the ForexCopy system as the Follower for the purpose or with intent to copy trades of any Trader registered in the ForexCopy system.

   "Monitoring" means a particular page on the Company's website providing information about Traders and available both publicly on the Company's website and in the ForexCopy section of Trader Cabinet and Follower Cabinet.

2. General Provisions
   1. Description of the ForexCopy system

      The ForexCopy system is a software product developed and owned by the Company and designed to technically implement and automate all copying processes occurring between trading accounts registered with the Company. The ForexCopy system shall provide automated processes as follows:

      1. Registration of the Follower in the ForexCopy system;
      2. Registration of the Trader in the ForexCopy system;
      3. The Follower's subscription to the Trader's account for the purpose of copying and subsequent execution of Trader's orders on the Follower's account.
      4. Calculation of a commission to be paid by the Follower to the Trader for copied and executed profitable trades;
      5. Calculation of a commission per subscription day to be paid by the Follower to the Trader;
      6. Commission crediting to the Trader's account;
      7. Adjustment by the Trader of copying terms to copy trades;
      8. Adjustment by the Follower of subscription parameters to copy trades;
      9. Information update about the Trader's account and its display in Follower Cabinet.
   2. The ForexCopy system shall be available to any Company's customer in Client Cabinet after the customer has been registered with the ForexCopy system as the Follower or the Trader. The Article 7 hereof provides technical regulations of the ForexCopy system.
   3. The ForexCopy system implies possible risks related both to Forex trades made by the Trader and copied by the Follower and possible technical deficiencies due to drawbacks of the trading platform or the ForexCopy system.
3. Rights and Responsibilities of the Company.

   The present Agreement shall establish rights and responsibilities of the Company in addition to rights and responsibilities established by the Public Offer Agreement accepted at registration of a customer's trading account. Provided that Company's servers function properly, the Company shall meet all responsibilities established herein.

   1. Copy trades

      The Company shall record a Follower's request to copy trades from the Trader's account and start copying trades from the Trader's account to the Follower's account within 30 minutes after the request has been accepted by the Trader.

      The Company shall copy trades from the Trader's account to the Follower's account in real time with the maximum admissible delay of 2 minutes.

      Orders that remain open less than two minutes may fail to be copied from the Trader's account to the Follower's account.

   2. Record profits and losses

      After the Trader has accepted a request to copy his trades and started trading, the Company shall periodically record profits and losses from trades opened by the Trader and trades copied to the Follower's account. The record shall be provided once an hour and its results shall be available in Follower Cabinet and Trader Cabinet.

   3. Cancel the subscription to copy trades

      In case the Follower or the Trader has requested to unsubscribe from copying trades, the Company shall process the request within 30 minutes. The profits to be paid to the Follower may differ from the profits displayed in Follower Cabinet at the cancellation request, including cases when the Trader has suffered losses and his trades have been closed at stop-out at the moment of an information update.

4. Protect Follower's funds from Trader's withdrawals

   The Company shall guarantee that the Trader is unable to withdraw any funds from the Follower's account during the subscription period. Furthermore, the Trader shall not be able to withdraw any part of his funds required to margin open trades.

5. Provide contact information

   The Company shall ensure that Trader's contact information (email and phone number) is available in public access on the monitoring page of his account. Information provided may be used to contact the Trader.

   The Company shall ensure that Follower's contact information (email and phone number) is available to the Trader whose trades are being copied. Information shall become available to the Trader after a Follower's request to copy trades has been accepted by the Trader.

6. The Trader recognizes the Company's right to cancel, in part or in a whole, any profits obtained by the Trader in the ForexCopy system if the Company discovers that the Trader has made defamation of Company's character by any means of communication, including without limitations emails, internal messages to Followers, description of a ForexCopy project on the monitoring page and social networks, etc.
7. The Company shall be entitled to change by an ex parte decision any information about the Trader if the Company discovers that the Trader has deliberately provided information that is fully or partially identical or consonant to information provided by other Traders and may deceive Followers. In some cases activities of the Trader in the ForexCopy system may be terminated.
8. Ensure crediting a commission to the Trader for re-copying his trades. If the Trader2 copies the deals of the Trader1 and sells them to the Follower3, the Trader1 is paid by the Trader2 10% of the commission paid by the Follower3 to the Trader2. The commission is credited in accordance with the Paragraph 7.9 hereof.
9. Ensure subscribing on the terms selected by the Follower Trades are copied from the Trader’s account to the Follower’s account on the terms determined by the Trader in the set selected by the Follower. The copying terms are saved for a certain subscription when the Follower subscribes to the Trader. If the Trader changes the copying terms, the new conditions are applied only to the new subscriptions.

4. Rights and Responsibilities of the Follower

The present Agreement shall establish rights and responsibilities of the Follower in addition to rights and responsibilities established by the Public Offer Agreement accepted at registration of a customer's trading account. The Follower shall enjoy rights to an extent enabled by software and hardware facilities of the Company. In case of technical problems and/or software failures, the Company may not be able to ensure full observance of Follower's rights.

1. Risk acknowledgment

   The Follower acknowledges and assumes all risks provided in the Article 8 hereof. The Follower understands that risk disclosure may not contain full information about possible risks and assumes any risks reasonably caused by the Company or a third party.

2. Acknowledgement of technical regulations of the ForexCopy system

   The Follower acknowledges and accepts technical regulations of the ForexCopy system described in the Article 7 hereof and any risks related to them.

3. Acknowledgement of the Company's status hereunder

   The Follower acknowledges that under the present Agreement the Company shall provide technical implementation of the ForexCopy system disclaiming any responsibilities for the results of trades on the Trader's account.

4. Contacts with the Trader on account management

   The Follower shall directly contact the Trader on any issue concerning management of the Trader's account using contact information provided in accordance with the Paragraph 3.5 hereof if any of copying terms are not clearly stated by the Trader in the ForexCopy system.

5. Copying trades from the Trader's account

   The Follower may request to copy trades from a desired Trader's account in Follower Cabinet. A request to copy trades shall not guarantee that it will be accepted by the Trader. The process of copying starts within 30 minutes after the request has been accepted by the Trader. A number of accounts to copy trades from is not limited.

6. Access to statistics on the Trader's account

   The Follower shall have free access to statistics on a balance, equity and profits of the Trader's account updated regularly (once an hour in normal conditions). Using this information, the Follower may take a decision to cancel subscription to copy trades of the Trader; however, the Follower shall be aware of possible delays in information update that shall not exceed one hour in normal conditions.

7. Closing trades on the Follower's account

   Trades on the Follower's account shall be closed in real time following their closing on the Trader's account or automatically in accordance with the Paragraph 7.13 hereof. Besides, the InstaTrader platform shall enable the Follower to close copied trades at his discretion.

8. Cancellation of the subscription

   Copying trades shall be cancelled in case:

   1. the Trader or the Follower has requested to cancel the subscription;
   2. the Follower lacks funds in the account;
   3. the Follower lacks funds in the account to pay commission to the Trader.

5. Rights and Responsibilities of the Trader

   The present Agreement shall establish rights and responsibilities of the Trader in addition to rights and responsibilities established by the Public Offer Agreement accepted at registration of a customer's trading account. The Trader shall enjoy rights to an extent enabled by software and hardware facilities of the Company. In case of technical problems and/or software failures, the Company may not be able to ensure full observance of Trader's rights.

   1. Risk acknowledgement

      The Trader acknowledges and assumes all risks provided in the Article 8 hereof. The Trader understands that risk disclosure may not contain full information about possible risks and assumes any risks reasonably caused by the Company or a third party. The Trader acknowledges his responsibility for any losses incurred by him or his Followers resulting from his Forex trading.

   2. Acknowledgment of technical regulations of the ForexCopy system

      The Trader acknowledges and accepts technical regulation of the ForexCopy system described in the Article 7 hereof and any risks related to them.

   3. Acknowledgement of the Company's status hereunder

      The Trader acknowledges that under the present Agreement the Company shall provide technical implementation of the ForexCopy system disclaiming any responsibilities for the results of trades on the Trader's account. The Company shall not be a principal or beneficiary of any trades and/or profits of the Trader.

   4. Contacts with the Follower on account management

      The Trader shall directly contact the Follower on any issue concerning management of the Trader's account using contact information provided in accordance with the Paragraph 3.5 hereof if any of trading terms are not clearly stated by the Trader in the ForexCopy system. The Trader shall reply to any inquiry of the Follower within 72 hours within the subscription period and 30 days after the subscription has been cancelled.

   5. Information in the Monitoring

      After the Trader has been registered in the ForexCopy system, his account shall be automatically added to the Monitoring publicly available on the Company's website and in Client Cabinet. Followers may use the Monitoring to find an appropriate Trader.

   6. Acceptance of a Follower's request to copy trades

      After the Trader has been registered in the ForexCopy system, he shall be able to accept Followers' requests to copy trades. The Trader shall have a right to decline a request at any moment. Nevertheless, in case the Follower suffers losses from copied trades, the Trader cannot unsubscribe the Follower by an ex parte decision.

   7. Cancellation of the subscription to copy trades in the ForexCopy system

      The subscription to copy trades in the Forex Copy system shall be cancelled if:

      1. The Trader cancels subscription by clicking “Unsubscribe” in Trader Cabinet;
      2. The Follower cancels subscription by clicking “Unsubscribe” in Follower cabinet;
      3. The Follower's account is underdeposited to pay a commission to the Trader;
      4. The Company cancels subscription after the Follower or the Trader has submitted a cancellation request to the Support Department;

      In case the Follower suffers losses from copied trades, the Trader cannot unsubscribe the Follower by an ex parte decision.

   8. Commission remuneration to the Trader

      In case the Follower has received profits from the copied trades within the subscription period, a commission set forth in the Article 7 hereof shall be credited to the Trader's account or another account, if specified, in accordance with the Paragraph 7.9 hereof.

6. Privacy and consent to use ForexCopy Trader Content
   1. To become a Trader you allow us to access your “Inclusive Information” as it is stored on our website, the Client Cabinet, and/or the ForexCopy system. This "Inclusive Information" may include your Trader's profile username, your avatar, your state of residency, gender, social networks, profile ID, the list of your Followers, your trades, your trading results at any time and for any period as well as any other information you may intentionally or unintentionally include in your public trader’s profile in the

ForexCopy system. You are also allowing us to access the list of Traders you follow or copy, any network status/posts/blogs and any other content options that enable our users to interact amongst themselves. That includes without limitation, content and information you provide to us in any form and/or media and/or post on Company's network, comments, feedback, postings, blogs, Skype and/or all Information that you provide to us via our website and/or by email, fax or telephone and in addition if you have elected to use one of our social networks applications (such as Facebook, Twitter, etc.), our application will have access to your social network account general and all information which includes your name and username in such social network, profile picture, gender, networks, user ID, list of friends, and any other information you have shared with "everyone" on such social network. By accepting the present terms of Agreement, you acknowledge the Company will use your information for marketing purposes with its partners.
2. By accepting the present Terms of Agreement, you specifically grant us a nonexclusive, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate, store, present and/or publish all or any part of the "Inclusive Information", your username, your profile picture, gender, your state of residency, networks, the list of Followers who copy you etc., friends and additional general information.

7. Technical Regulations of the ForexCopy system
    1. Technical regulations of the ForexCopy system shall describe a number of automatic processes and their duration. The Trader and the Follower acknowledge and assume any possible technical deficiencies of processes described herein due to technical problems and/or software failures.
    2. Technical regulations of the ForexCopy system shall be applied to the following processes:
        1. Registration of the Follower and the Trader with the ForexCopy system in Client Cabinet of the Company;
        2. Storage of contact information of the Trader and the Follower. Information shall be used for communication of the parties to the present Agreement;
        3. Follower' request to copy trades;
        4. Trader's acceptance or declination of a Follower's request;
        5. Record of trades copied by the Follower from the Trader's account;
        6. Record of currency pairs in trades to be copied by the Follower;
        7. Record of a commission per every profitable trade to be paid by the Follower to the Trader;
        8. Record of a commission per 0.01 lots of every profitable trade to be paid by the Follower to the Trader;
        9. Record of a profit share to be paid by the Follower to the Trader;
        10. Record of a daily commission to be paid by the Follower to the Trader per every day excluding weekends and Forex days off;
        11. Online copying trades to the Follower's account from the Trader's account;
        12. Follower's request to cancel subscription;
        13. Trader's request to cancel subscription;
        14. Termination of trade copying from the Trader's account to the Follower's account;
        15. Providing each Follower with access to statistics on the ForexCopy system in the monitoring list and details on the Trader's account;
        16. Automatic closing of trades on the Follower's account.
    3. Registrations
        1. Registration of the Follower

            After a customer has accepted the present Agreement in Client Cabinet of the Company, he is registered with the ForexCopy system as the Follower. At registration, the Follower shall provide his contact information (email, phone number and web messengers) that shall be available to Traders whose trades the Follower copy. The Follower may change his contact information at any time. Follower Cabinet shall be available to the Follower in Client Cabinet of the Company after the Follower has completed the registration.

        2. Registration of the Trader

            After a customer has accepted the present Agreement in Client Cabinet of the Company, he is registered with the ForexCopy system as the Trader. At registration, the Trader shall enter his contact information (email, phone number and web messengers) that shall be available to Followers who copy trades from the Trader's account. The Trader may change his contact information at any time. At registration, the Trader shall set an amount of a commission to be credited to the Trader's account from the Follower's account per every closed profitable trade copied by the Follower, and a commission to be credited from the Follower's account per every subscription day except Forex days off. Trader Cabinet shall be available to the Trader in Client Cabinet of the Company after the Trader has completed the registration.

    4. Follower's request to copy trades

        The Follower shall request to copy trades of the Trader in Follower Cabinet by selecting the Trader in the monitoring list. In case the Trader has accepted a request, the system shall start online copying trades within 30 minutes after the acceptance. In case the Trader has declined the request, the system will not start copying trades to the Follower's account.

    5. Trader's acceptance of a request to copy trades

        New requests to copy trades shall be available to the Trader in Trader Cabinet. The Trader shall be entitled to accept or decline any request by choosing a corresponding option in Trader Cabinet within 72 hours after the request has been received. In case the Trader ignores the request, it will be automatically cancelled in 72 hours after it has been received.

    6. Start of copying trades to the Follower's account

After the Trader has accepted a request to copy his trades to the Follower's account, the system shall start online copying trades within 30 minutes.

7. Termination of copying trades to the Follower's account

   After the Follower has unsubscribed from copying trades, the system shall terminate the process of copying within 30 minutes.

8. Information update about profits of the Trader and the Follower

   Information about profits of the Trader and the Follower shall be updated regularly. Information shall be available in Trader Cabinet and Follower Cabinet.

9. Commission crediting to the Trader's account

   Calculation and crediting of a commission to the Trader's account is fully automated. After the subscription has been cancelled and in case the Follower received profits, a commission per trade, a commission per 0.01 lots and a profit share shall be withdrawn from the Follower's account and credited to the Trader's account. A commission is calculated on the basis of the trading result (total profit and total loss) obtained within the period of subscription to a ForexCopy trader. A daily commission shall be withdrawn from the Follower's account and credited to the Trader's account at the end of every day except Forex days off.

10. Replenishment of the Trader's account

    The Trader may replenish his trading account by a standard replenishment procedure in a secured area of the Company's website. The deposited money shall be credited to the Trader's account after the Company receives it.

11. Replenishment of the Follower's account

    The Follower may replenish his trading account by a standard replenishment procedure in a secured area of the Company's website. The deposited money shall be credited to the Follower's account after the Company receives it.

12. Access to the ForexCopy statistics

    The ForexCopy statistics includes:

    1. Monitoring of accounts in Client Cabinet of the Company. The monitoring page may have a mirror on the Company's website and/or websites of Company's official partners;
    2. Balance and equity information recorded at the latest update;
    3. Current copying from Traders' accounts and subscription history;

    The ForexCopy statistics provided by the Company is designed to enable the Follower to monitor activities of the Trader. However, the Trader and the Follower shall be aware of possible delays in statistics update that shall not exceed 1–2 hours in normal conditions.

13. Automatic closing of trades on the Follower's account.
    1. In case the Follower lacks funds in the account for copying trades, recently copied trades shall be closed on the Follower's account at the current price. The trades shall not be closed if the "Keep trades opened if you lack funds to open new trades" option is enabled in Client Cabinet.
    2. In case the Follower lacks funds to pay commission to the Trader, recently copied trades on the Follower's account shall be closed at the current price.
14. If the Trader's account and Follower's account are registered in the name of one and the same individual or legal entity or close relatives, the copying of orders between such accounts is prohibited if the commission per lots traded was set.
15. Trades that were partially closed by the opposite trades are not copied to the Follower’s account.
16. If a Follower's account is registered in the affiliate group of the Trader, the copying of orders between such accounts is prohibited if the commission per lots traded was set.
17. For forex copy followers who also have the status of pamm traders the subscriptions is cancelled in case the amount of paid commission exceeds the amount of personal funds by at least 5%.

8. Risk Disclosure Statement
   1. By registering in the ForexCopy system, the Trader and the Follower acknowledge and assume the present Risk Disclosure Statement.
   2. The Follower clearly understands risks of total losses resulting from unsuccessful trading on the Trader's account.
   3. The Follower clearly understands that any information provided in the ForexCopy statistics as set forth in the Paragraph 7.12 hereof may differ from up-to-date information. In particular, the Trader may suffer significant losses when a statistics has not been updated yet. A delay in update on a balance, equity and other information shall not exceed 1–2 hours in normal conditions.
   4. The Follower acknowledges and accepts all risks related to a delay in statistics update on the profits, balance and equity. The Follower understands that information provided in Follower Cabinet may differ from information used to calculate the profits received by the Follower from copying trades.
   5. The Follower and the Trader acknowledge and accept all risks related to delays in system's processing of requests which may exceed 15 minutes. In case of technical problems of the Company, the Company shall not guarantee timely acceptance or cancelation of subscription and updates of the ForexCopy statistics. The Follower and the Trader acknowledge and accept all risks related to delays in processing of requests by the ForexCopy system that may cause losses of the Trader or the Follower.
   6. In case of technical failures the shortfall in profits as well as losses from the deals not copied to the trading accounts of the ForexCopy Followers are not subject to compensation.

9. Claims and Disputes
    1. The Follower and the Trader shall first endeavor to settle any claim or dispute related to technical regulations of the ForexCopy system by email communication with the Company and shall maintain in confidentiality all information related to the claim or dispute before it has been settled.
    2. The Company shall consider all claims or disputes related to the functioning of the ForexCopy system within 30 days after it has been received. The Company will not consider any claim or dispute related to losses resulting from Trader's activities on Forex market.
    3. All claims and disputes shall be subject to the present Agreement and a rule of reason in case any aspect of the ForexCopy system is insufficiently set forth herein.
10. Language.
    1. The language of the present Agreement is English.
    2. For the Customer convenience, the Company can provide the Agreement version in a language different from English. The translated version of the Agreement is of a merely informative character.
    3. In case of variant readings of a translated version and the present Agreement in English, the