



Numbers Rule

Social Trading Terms & Conditions

1. Introduction

- 1.1. These Terms and Conditions (hereinafter the “Terms”) shall formulate the relationship between the you (the “Client”) and Atriafinancial Ltd (the “Company”) as means of governing all actions in respect of Social Trading feature (the “Copy Trading Feature”) offered by the Company.
- 1.2. These Terms and Conditions aim to specify and outline the following
 - a. Client’s ability to interact, follow and copy other traders by using the information for the Company’s social trading features provided and/or made available on Company’s website and/or client trading platform.
 - b. The Company’s actions regarding the execution of the Clients instructions, the navigation and the features of Social Trading service via the Client Trading Platform as described in these Terms, and the Client Agreement shall govern the Social Trading feature and should be read carefully by the Client.
 - c. Both “Leader”, the Client whom is doing the Copy action, “Follower”, the Client that is investing (“Copying”) through the automated trading execution, without Client’s manual intervention and follow the Leader, the Client that is investing at his own initiative by following the Leader, are all referred to as the “Client” in these Terms and Conditions.
 - d. Unless otherwise defined, terms used in these Terms and Conditions shall have the meaning given to such terms in the Client Agreement. In addition, the definitions set out in “Interpretation of Terms” shall apply.
- 1.3. Accepting these Terms, you acknowledge that you have read and understood the Client Agreement provided to you during the account opening process as well as all Appendices referred to in the Client’s Agreement and which form an integral part of these Terms and Conditions.

2. Scope of Social Trading Service

- 2.1. The Social Trading Services were designed to provide the traders access to the world of Social Trading by enabling them to automatically follow other traders’ activity based on their trading performance and personal preference.
- 2.2. When using the copy trading services, you are agreeing to use our services.
- 2.3. The social trading platform is developed and managed by COOMA.
- 2.4. The COOMA platform provides you with the ability to interact, follow and copy other traders, by using the information, as well as providing you with “copy trading features”. Copy trading features includes open trades only.
- 2.5. Social trading is a trading functionality which allows you to copy the account of other traders. You do this by copying a specific Atriafinancial Ltd Leader account. By placing

a copy order, you authorize us to automatically recreate this account for you in your trading account without any prior consultation, consent or approval. This will be done on a pro rata basis with the same products and the same trading instructions (unless such action would be in contravention of Applicable Law).

- 2.6. The Social trading service may result in trades in a number of financial instruments. Each trade opened on your behalf as part as the copy trading functionalities will usually be classified under the same asset class as classified in the copied account.
- 2.7. If you are restricted from trading a certain asset class or specific product due to your trading group settings and/or limitations, then You will not be able to copy the account of the traders who have different settings on their trading groups.
- 2.8. The Company does not provide personalized investment recommendations, investment advice, tax related advice or other financial related advice of any kind. Any explanation or information which we give to you as part of a copy trading service, or about the performance of the social trading is not intended to be and should not be considered as advice. This information is provided by the Company solely for informational purposes.
- 2.9. The Client should use any information gathered from the Company's website www.evest.com or social trading features as a starting point for the Client's own independent research and investment decision making. However, the Client should not make investment decisions based on information provided on the Social Trading Platform.

3. Interpretation of Terms

The terms used in these Terms and Condition are interpreted as indicated herein below. If some of the terms are not described in this Agreement, they are interpreted according to "Client's Agreement" of Atriafinancial Ltd

- 3.1. Company – Atriafinancial Ltd. Address: 1276, Govant Building, Kumul Highway, Port Vila, Republic of Vanuatu.
- 3.2. Client – an individual or a company, which concluded the corresponding Client's Agreement with the Company and has an open trading account.
- 3.3. Social Trade – a copy trading investment platform provided by the Company.
- 3.4. COOMA Platform - the community manufacturer which provide the Client of Atriafinancial Ltd the access to the world of Social Trading by enabling them to automatically follow other traders' activity based on their trading performance and personal preference.
- 3.5. Leader or Trader – the Company's client, who registered a Trading account. Trading operations on a Trading account are signals for executing orders on Followers' accounts. The Leaders are being selected by the community manufacturer (Cooma), based on the

overall trader statistics and a successful, overall profitable track record over the period of 6 months at the least.

3.6. Follower – the Company’s registered Client, who copies the Leader’s orders.

4. Risk Disclosure

4.1. In deciding to copy a specific Leader or Leaders, the Client should consider his financial situation, including your financial commitments. The Client should understand that social trading is highly speculative and that he could sustain significant losses exceeding the amount used to copy a Leader or Leaders as a result of the following:

- a. it will involve automated trading execution whereby trades are opened and closed in your account without your manual intervention.
- b. if you manually modify or close an order generated by the Social Trader functionality, you may achieve a materially different result than the trader that you copied.
- c. copied trades in amounts lower than the minimum trade will not be opened.
- d. if you are copying all trades which are currently open, we will open your position at the best available price at the time of copying and not the price at the time which the trade being copied was originally opened;
- e. cash-out and withdrawals by the copied trader, when you are using the Social Trading functionality may also generate a materially different result than the Leader that you copied as it may affect the social trading proportions. This is due to a number of different factors including starting account balance, minimum trade size, the investor’s account settings, differences in spread, interest and investment price at time of investment, and also the difference in fees that may be incurred;
- f. following/copying the trading decisions of inexperienced and/or unprofessional traders;
- g. following/copying traders whose ultimate purpose or intention, or financial status may differ from yours; and/or
- h. following and/or copying Leaders who trade, products restricted in your current trading group would not be possible.

4.2. The Company is unable to provide any guarantee as to the performance of any particular investment product, symbol, instrument or account.

4.3. Past performance, risk scores, statistics and any other information with respect to the Leaders under our Social Trading functionality are not reliable indicators of future performance. We do not represent or guarantee that you will achieve profits or losses similar to those shown on the Leader that you are copying. The Company also do not

represent or guarantee that the risk score of the Leader will accurately reflect the risk of their future performances.

- 4.4. The Follower accepts risks associated with the fact that the Leader may not have a license confirming his qualification.
- 4.5. The Company recommends that the Clients should be cautious when using a mobile device for trading or receiving data from the Social Trade platform. Handheld mobile devices depend on wireless connectivity, are subject to the limitations of 3G, WiFi, and GPRS networks restrictions. Atriafinancial Ltd shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from the Investor's use of a handheld mobile device.
- 4.6. the Company has set out various risk disclosures both in this Terms and Conditions and on the Company's website which make part of this Terms and Conditions https://www.evest.com/legal/en/EN-RISK_DISCLOSURE.pdf

5. Responsibilities of parties

5.1. Responsibilities of the Follower:

- a. Participation in Social Trade as an Investor implies the absolute acceptance of this Terms and Conditions. The Follower confirms the fact that he has carefully studied the Client's Agreement, this Terms and Conditions, and the conditions of the Offer he chose.
- b. The Follower accepts the fact that a Leader's profitability over the past periods does not guarantee the same results in the future.
- c. The Follower accepts that he could be offered Social Trading functionality, if his/her account meets the following conditions:
 - The account balance is \$250 or more
 - The account is verified
- d. The Follower agrees that Leaders can use any trading strategy. Leaders perform trading operations, using their own funds;
- e. The Follower assumes responsibilities for having enough funds on his account to execute orders and sustain positions regardless whether they were copied, opened manually.

5.2. Responsibilities of the Company.

- a. The Company shall provide participants of Social Trade with a complete package of services according to the Client's Agreement. The Company is liable for proper performance of technological solutions according to the Client's Agreement.

- b. The Company bears no liability to participants of Social Trading for lost profit or losses, which may directly or indirectly occur as a result of trading operations performed or not performed by the Follower or the Leader.
- c. The Company bears no liability to participants of Social Trading for lost profit or losses, which may be directly or indirectly occur as a result of their ignorance of regulatory documents or cooperation scheme.
- d. The Company doesn't evaluate Leaders' professional skills and suitability not on a single stage of their activity and bears no responsibility to the Followers for any losses or lost profit they may incur.

5.3. The Company is not liable for:

- a. Intentional or unintentional non-observance of Investors' interests by the Leader. In this case, all possible risks fall on the Followers.
- b. A Follower's losing access to their trading accounts, as well as the third parties' gaining access to these accounts. In this case, all possible risks fall on the Follower.
- c. Unforeseen delays when withdrawing funds or transferring them between accounts (if these delays occur through no fault of the Company).
- d. Technical malfunction, if it occurs through no fault of the Company, but of the
- e. Company's partner or other parties, who are not the Company's employees.
- f. Leaders' or Followers' losses, if they occur during the maintenance operations on the Company's servers.

6. Complaints and Disputes

If the Client wishes to report a complaint, he should follow the Company's procedures, which can be found at www.evest.com, the Client might use the following direct link to the Complaint's Policy https://www.evest.com/legal/en/EN-Complaint_Policy.pdf.

If a situation arises which is not expressly covered by this Terms and Conditions, the Parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.

If the Client is not satisfied with the Company's final decision, it is noted that the Client may make a complaint at the VFSC.

The Client's right to take legal action remains unaffected by the existence or use of any complaints complaint's procedures referred to above.

7. Application of SOCIAL TRADING TERMS AND CONDITIONS

This Terms and Conditions come into effect for both the Company and its clients on the date of opening trading account. The termination date of this document is the same as the termination date of the Client's Agreement.

In case any conflicts between articles of this Terms and Conditions, the Client's Agreement, or any other regulatory document of the Company arise, the articles of this document are considered prevailing over the articles of other regulatory documents.

The Company has the right to make amendments to the articles of this Terms and Conditions any time. The changes come into effect and become obligatory for a client on the date specified in