

# **FXTM Invest**

# **Strategy Manager Agreement**

**Version:** June 2022





## **TABLE OF CONTENTS:**

1. INTRODUCTION .....	3
2. ACCEPTANCE .....	3
3. YOUR RESPONSIBILITIES .....	3
4. FEES .....	3
5. ACCOUNT CLOSURE AND TERMINATION.....	4
6. CONFIDENTIALITY .....	4
Appendix 1: Functionalities of the Strategy Account.....	5
Appendix 2: Profit Share.....	6



## 1. INTRODUCTION

---

- 1.1. This FXTM Invest Strategy Manager Agreement (“Agreement”) explains the rules we (“FXTM”) follow when you (“Strategy Manager”) become a Strategy Manager under our FXTM Invest Strategy Manager service.  

“FXTM Invest” service is developed by FXTM and allows our clients to follow your strategy by copying your trades in your Strategy Account, for a Profit Share.
- 1.2. Apart from this Agreement, there are rules around your function as a Strategy Manager and trading via MyFXTM in other Operative Agreements. You should read each of them carefully before you start trading with us.
- 1.3. You can find definitions for any capitalized terms used in this Agreement in the Client Agreement.

## 2. ACCEPTANCE

---

- 2.1. You will receive a notice confirming that you have been accepted as a Strategy Manager after you have reviewed and accepted this Agreement provided you are an approved and registered client of FXTM.
- 2.2. We will set up your account to enable you to form and share your specific trading strategies and for the purpose of this Agreement when you are accepted (“Strategy Account”) and provide you with a password and unique I.D.

## 3. YOUR RESPONSIBILITIES

---

- 3.1. You agree to:
  - (a) form specific trading strategies which include a series and/or sequence and/or set of Transactions carried out in your Strategy Account;
  - (b) authorize FXTM to use your strategies and publicize or communicate your strategies to our clients and Foreign Investors;
  - (c) exclusively assign the proprietary use of your strategies upon creation to FXTM for its use if your strategies are protected under any Applicable Regulations;
  - (d) authorize FXTM to provide its clients and Foreign Investors with access to your Strategy Account and an option to follow or copy your strategies.

“**Foreign Investor**” means a person with access to invest in your strategies but is not an investor of FXTM.
- 3.2. You further understand and agree that:
  - (a) the clients will remain clients of FXTM at all times;
  - (b) we may engage other Strategy Managers for the provision of similar strategies;
  - (c) you will exercise proper skill and care, professional and technical expertise, diligence, morality and impartiality in offering your strategies, considering the complexity of the foreign exchange markets;
  - (d) your strategies will not be offered on a professional basis;
  - (e) you are well informed and updated on the foreign exchange markets;
  - (f) you will be liable for any of your losses incurred on your Strategy Account;
  - (g) you will abide to the terms of this Agreement (including Appendix 1) as amended from time to time. These amendments will be published on our Website.

## 4. FEES

---

- 4.1. We will compensate you in the form of a Profit Share provided in Appendix 2 herein for the provision of your strategies.



- 4.2. All fees and Profit Share will be subject to taxes as per the Applicable Regulations. You will inform FXTM if any taxes apply to you.

## 5. ACCOUNT CLOSURE AND TERMINATION

---

- 5.1. We may initiate closure of your Strategy Account with a Written Notice if:
- (a) there is suspicion of fraud in your Strategy Account; and/or
  - (b) you have failed to respond to our queries.
- 5.2. Upon closure of your Investment Account and termination of this Agreement, we will follow the general rules in Clause 20 of the Client Agreement.

## 6. CONFIDENTIALITY

---

- 6.1. You agree that:
- (a) we may collect information from you or other persons (including, credit reference or fraud prevention agencies) to enable us process or verify your information in relation with this Agreement.
  - (b) you will treat all client information (any information we receive or is obtained from our clients) given to you under this Agreement as confidential information as provided under the Client Agreement;
  - (c) you shall not disclose or use the client information for any other purpose other than as provided in this Agreement unless otherwise as per Clause 22.2 of the Client Agreement;
  - (d) where you have elected to act as a private Strategy Manager, you will keep all your strategies confidential and inform FXTM of any actual suspected or threatened unauthorized disclosure or use thereof;
  - (e) your strategies and any details thereof will not be considered to be personal data;
  - (f) any breach of any of the confidential obligations under this para 6 will constitute an Event of Default; and/or
  - (g) all information, passwords, documents, notes, memoranda, records, tapes, discs, emails, faxes, recorded conversations, writings and designs of FXTM or its clients made or received by you will remain the property of FXTM and you will hand over the same to FXTM on demand or upon termination of this Agreement.
- 6.2. We may disclose any of your information as per Clause 22.3 of the Client Agreement.

## 7. MISCELLANEOUS

---

- 7.1. Our address for communications via email will be sent to [investments@fxm.com](mailto:investments@fxm.com). You will find more rules about communication in Clause 18 of the Client Agreement.
- 7.2. We may freeze your Strategy 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.



## Appendix 1: Functionalities of the Strategy Account

### Strategy Account Creation

---

- (a) While creating a new Strategy Account, you may transfer funds from your trading account (internal transfer) or other available payment method. These funds will be used for trading purposes as the initial equity;
- (b) Your name should not contain any obscene language or any elements that are insulting in nature, including racial, religious, nationalistic and ethnic insults;
- (c) You can create as many investment strategies as you like, provided they can reasonably be characterized by a different trading style/risk.
- (d) We can set a limit to your Investor accounts and notify you once your limit is reached. During this period, you may not be able to accept new investor accounts unless we otherwise notify you and, you will be excluded from the top-ranking Strategy Accounts provided on our Website.

### MyFXTM Website / Publicity

---

- (a) After your new Strategy Account is created, it will have its own web page, with account performance, statistics and personal data, available in direct link;
- (b) The link to this web page will be available in the list of your accounts;
- (c) You can remove the link on the web page from the list of your accounts;
- (d) You can reject investors;
- (e) You can edit your personal data;
- (f) We may not show link to the web page in the list of your accounts if: it contravenes the Agreement or, certain conditions are not met (poor performance, account inactivity, suspicions of fraud).

### Wrongful Abuse of FXTM Invest

---

- (a) If we suspect your attempt to manipulate the ranking parameters, exploit the system's weaknesses or not act in the best interest of your investors, we can: hide you from the Strategy Manager Rankings on our Website, pause and/or terminate your Strategy Account and/or disconnect the Investor Accounts from your Strategy Account;
- (b) If you generate high returns with less than the minimum deposit required for an account type, we can set your Strategy Account to private.

### Payout Interval

---

- (a) The monthly interval that starts on the day when the initial deposit is made to the investment account and concludes after a thirty (30) day period or at the time of the withdrawal by the investor's or Foreign Investor's or at the time of closing of a profitable investment account;
- (b) When the payout interval is reached, we will automatically pay you the Profit Share if the investors account is profitable compared to the previous interval.
- (c) The end of a Payout Interval designates the beginning of the following Payout Interval.

### Inactivity of your Account

---

- (a) If you are inactive for ninety (90) days, all the investment accounts following your Strategy Account will be disconnected after we send you a five (5) calendar days prior notice to that effect.



## Leverage and Equity Requirements

---

- (a)** In order to act in the best interest of the investors and keep your interests aligned, you will:
  - (i)** keep in your Strategy Account the minimum equity amount as shown on our Website [here](#) for Investors to be eligible to follow you. If you want to withdraw funds from your Strategy Account, you must set aside a minimum equity in your Strategy Account;
  - (ii)** own only one active investment account that follows your own strategy, and can invest no more than the minimum allowed amount;
  - (iii)** As the amount of funds from followers increases, you must also increase your own funds and decrease your leverage in your Strategy Account. Your minimum funds and maximum leverage requirements will be shown on our Website [here](#). We can adjust these levels when we deem it necessary and notify you in advance;
  - (iv)** If the investors have reached the maximum number of followers' fund, you will move on the next level and increase your own funds to adjust the leverage on your Strategy Account. If you fail to do so, you will not be able to get additional funds from followers;
  - (v)** If you want to make a withdrawal, you must keep at least the minimum required amount of your funds for your current level as shown on our Website [here](#).

## Appendix 2: Profit Share

- (a)** Profit Share represents a percentage of the profits that will be rewarded to you for the investor's positive performance in the investors accounts following your Strategy Account. This is paid within thirty (30) days from the day of initial deposit and in case of withdrawal or closing of the strategy, the higher water mark rule applies;
- (b)** At the end of each Payout Interval and/or at the time of withdrawal and/or closing of a profitable investment or foreign investment account, you will automatically be paid your Profit Share based on the % of the generated profit for the trading interval (subject to a higher watermark);
- (c)** At the date when Profit Share is paid, the latest watermark is set;
- (d)** The % of Profit Share is set by you when you create an Investment Strategy. You can edit your Investment Strategy and the new fee will only apply to new investment accounts (the old investments account will continue to have the initial % Profit Share).
- (e)** In case of partial withdrawal, you will receive a Profit Share that is proportionate to the amount of withdrawal, whichever is earlier.
- (f)** If the payable Profit Share is < 1 cent USD or < 1 cent EUR, you will receive 1 cent USD and 1 cent EUR, respectively.
- (g)** The % of Profit Share will be set out in a written format in your personal area on your Strategy Account.