

# MAM TRADERS

## Service Agreement

### Terms and Conditions

This Agreement has been concluded by and between Rally Trade and the respective Trader and/or Investor following the initial presentation of the Agreement via the Rally Trade Website and its acceptance thereafter via the execution of the definite actions, which affirm the Agreement to be binding for all the Parties involved.

## TERMINOLOGY

### **MAM Service** (Service)

the entire service of MAM developed and maintained by Rally Trade.

### **Rally Trade**

FRNG Ltd.

Address: 3rd Floor, Fanis House, 21 Adeniyi Jones, Ikeja, Lagos, Nigeria

### **Trader**

natural person or legal entity who is a Customer of Rally Trade and applies the MAM Service with intentions to perform respective Capital management and receive performance fee.

### **Investor**

natural person or legal entity who is a customer of Rally Trade and applies the MAM Service with intentions to assign respective Capital for management and gain the Income.

### **Connection**

Investor accepts the Conditions of the selected MAM and connects the Investor's Capital from the Follower Account to the MAM Trader Account.

### **Capital**

funds of the Investor(s) in a certain currency.

### **Offer (-s) or Conditions**

Trader's public invitation and requirements for potential Investors with Remuneration data and planned trading policy.

**MAM Trader Account**

An xStation trading account where the Traders trade.

**Follower Account**

A Common Account with which the Investor is connected to the MAM Trader Account.

**Investor's Capital**

Capital which is connected to the MAM Trader Account executing the trading operations within Forex.

**MAM Capital**

Respective Capital which has been deposited by Trader and/or Investor in order to execute the trading operations within Forex with MAM Service.

**Income**

The Investor's profit generated by the MAM Service.

**Party/Parties**

Respective party of current Agreement or respective parties together.

## 1 SCOPE OF THE AGREEMENT

1.1. Current Agreement (along with the other legal documentation and relevant Service descriptions) describes, settles and regulates the legal relations between Rally Trade, Trader and/or Investor during the provision and usage of MAM Service.

1.2. The MAM Service is developed and provided to the Investors and Traders in order to gain mutual benefits for them from trading operations within Forex.

1.3. Traders' and Investors' interest under the Agreement is deemed to be commercial activity on gaining [1] Remuneration for the Trader, [2] Income for the Investor.

1.4. The Parties acknowledge the place of conclusion of the Agreement as the place of FRNG Ltd.

## 2 DISCLAIMER

2.1. Rally Trade will not be liable for any loss, whether such loss is direct, indirect, special or consequential, suffered by Trader and/or Investor as a result of their use of the MAM Service, its software or content. Any operations performed by Trader and/or Investor are done at their own risk and they shall be solely responsible for any damage to any third parties if such occurs.

## 3 GENERAL PROVISIONS

### 3.1. Status of Rally Trade

Rally Trade under the Agreement acts as separate Party, neither undertaking any powers delegated by Trader and/or Investor, nor acting as an agent or authorized representative of any Party. It is settled that Rally Trade provides the MAM Service solely as the result of its intellectual work, which combines technological, know-how and other solutions of Rally Trade for Trader and/or Investor benefits.

### 3.2. Status of the Trader

3.2.1. Only the Trader entitled to physically execute trading operations on the Forex by use of the MAM Service.

3.2.2. Trader creates and formulates a public Offer which is presented to a potential Investor by demonstrating it within the Rally Trade website (FRNG Ltd. Office).

3.2.3. Trader is informed and agrees that Rally Trade shall evaluate Trader's performance in order to present the Trader's Offer to the potential Investor.

3.2.4. The MAM can be closed upon the Trader's unilateral and unlimited will.

### 3.3. Status of the Investor

3.3.1. The Investor deposits its Capital to the Follower Account and connects it to the MAM Trader Account (MAM Service).

3.3.2. Under the Agreement it is agreed that the Investor is acting in good faith and is aware of the potential consequences (partial or full loss of its Capital), which might occur after the Capital deposit the Connection and execution of respective trade operations.

3.3.3. The Investor is informed that its possibility to gain profit from the Service is directly dependant on the trading operations and overall trading policy carried out by the Trader. The Investor is not able to execute trading operations, but only receives benefits from trading process if these arise.

3.3.4. The Investor has only the right to connect or disconnect the Follower Account and the Investor's Capital to the MAM Trading Account at any time according to Conditions of the MAM.

3.3.5. The Investor makes its decision and chooses the Trader upon the Conditions presented within the Website of Rally Trade. The Investor is informed and acknowledges the fact that all the respective information of the Offer has been drafted solely by the Trader, and Rally Trade only executes the presentation of particular information (displays availability of the Offer).

3.3.6. The Investor acknowledges the fact that deposit of Capital itself does not guarantee any success or benefits aimed at by the Investor.

## 4 CONDITIONS

4.1. The Trader shall act in good faith and shall formulate the Offer displaying the correct and precise information describing the conditions applied to the planned trading operations (e.g. Remuneration, Trading interval) and Trader's trading policy.

4.2. The Trader undertakes full responsibility in case if trading policy and performed trading operations do not match the information initially stated within the Offer.

4.3. The Offer must consist of a set of parameters that Rally Trade shall use while performing the calculations on Remuneration and Income. The Trader while creating the Account also defines other required conditions.

4.4. The Trader is able to terminate or change the Offer upon its unilateral will.

## 5 OBLIGATIONS AND RIGHTS OF THE PARTIES

5.1. The Trader, in order to use the Service, shall fill an application (MAM Service Trader Application) and send it to Rally Trade. Rally Trade reserves the right to refuse the application without explanation.

5.2. The Investor, in order to use the Service, has to know the ID of the MAM (Instrument Reference ID) and fill the connection form on the website of Rally Trade (FRNG Ltd. Office).

5.3. The Trader undertakes the obligation of acting in favor of Investor and performing all the necessary and reasonable trading operations in order to gain the profit and by that generate the Income.

5.4. The Trader is solely responsible to Investor for all performed trading operations within Forex using the Service. By this Agreement it is agreed that all the relations concerning the growth/ decrease of the Investor's Capital and Joint Capital itself are competent only to the Trader and the respective Investor/Investors. Rally Trade executes only the technical procedure of settlement in accordance with the Agreement.

5.5. All the claims arising from the inadequate or unfaithful performance of the Trader with any matter must be addressed directly to the Trader. Trader is informed that if there are reasonable proofs to evaluate its actions as contrary to the interests of Investor, Rally Trade may disclose the personal data of the Trader to third parties.

5.6. Rally Trade reserves the right to lock the MAM Trader Account and freeze assets accordingly if the Trader or the Investor breaches the conditions of the Agreement.

5.7. The Trader and the Investors agree that they shall:

5.7.1. undertake all responsibility for compliance with legislation, including, but not limited to, currency, tax and other legislations of the country of residence, including full responsibility for commercial activity arising from the use of the Service;

5.7.2. provide true and accurate data while opening the Account and drafting the Offer;

5.7.3. acknowledge the meaning of terms and conditions of the Agreement;

5.7.4. fully understand the consequences of their actions.

5.8. The Parties certify that by no means they shall ever act under the influence of alcohol or drug intoxication. Parties must understand and manage their own behavior.

5.9. Trader agrees to resolve any disputes, compensate any losses/ damages and settle complaints of any third party arising from the management of Capital.

5.10. The Trader and the Investors agree that they shall not:

5.10.1. undertake any liabilities on behalf of Rally Trade;

5.10.2. use Rally Trade trademark for any individual purpose;

5.10.3. make any guarantees, or make any claims in connection with any payments on behalf of Rally Trade or using the brand name and/or trademark of Rally Trade;

5.10.4. perform any other actions that may cause any damage to Rally Trade or raise any complaints against Rally Trade from third parties.

5.11. Should as a result of the Trader's and / or Investor's failure to comply with the Agreement legal proceedings are initiated against the Rally Trade, all losses suffered by the Rally Trade shall be fully compensated by respective Party.

5.12. The Investor may ask the Trader directly for reports and other trading statistical data if necessary.

5.13. The Investor shall strictly refrain from transferring Capital to the Trader for management purposes, if possible loss of such Capital might be unacceptable to Investor and cause heavy personal financial difficulties.

## 6 REMUNERATION, INCOME AND RULES OF SETTLEMENT

6.1. Under the Agreement the Parties, without any objections, express their direct intention and in their full capacity authorize Rally Trade to execute calculations of Remuneration, split Income among the Parties and distribute the Capital among them. Such calculations and distribution are deemed to be the final settlement between Traders and/or Investors.

6.2. The calculations described within this Section of the Agreement are based on the trading period, collected data of performed trading operations, opened/closed deal positions, status of Capital and other instances relevant for settlement between the Parties according to the Agreement.

6.3. The calculations described within this Section of the Agreement are performed taking into account not only the outcome of trading operations, but also the initial conditions of the Offer and the Agreement.

6.4. The Remuneration of the trader is specified in the Annex, which is an integral part of this Agreement.

## 7 LIABILITIES

7.1. Under the Agreement Rally Trade undertakes the obligation to adjudicate any reasonable complaint of the Party and issue any appropriate decision.

7.2. By no means is Rally Trade liable towards any Party for any losses/damages incurred.

7.3. The Trader and the Investor shall fully indemnify each other for the losses/ damages caused by violation of reasonable Account data security measures. E.g., maintaining the Account and keeping all passwords confidential and secure by performance of all the necessary and reasonable actions.

7.4. The Rally Trade shall not be liable for any costs, losses or damages (direct, indirect, accidental, lost profits, etc.) concerning the current Agreement and incurred by any of Parties.

## 8 RISK NOTICE

8.1. Rally Trade does not guarantee profit. Positive trading results in the past do not guarantee positive trading results in the future.

8.2. The Trader and/or the Investor accept possible financial losses such as direct losses or lost profit resulting from the following risks:

8.2.1. the risk that the Trader does not have qualification and knowledge required to manage Investor's Capital;

8.2.2. the risk that the Trader's actions may not meet Investor's interests;

8.2.3. the risk that the Trader may lose control over the MAM Trading Account;

8.2.4. the risk that third parties may gain access to MAM Trading Account;

8.2.5. the risks related to Force Majeure events such as natural disaster, military activities, strikes, riots, interruptions to the functionality of networks and other IT equipment, interruption of the electricity power, etc.;

8.2.6. the risk that the Trader and/or Investor may misunderstand or misinterpret the Agreement;

8.2.7. the risk of late notification to Rally Trade of criminal, fraudulent or any other illegal actions with the Capital which are contrary to the conditions of the Agreement;

8.2.8. the risk of unforeseen delays when connecting or disconnecting the Follower Account(s) and the MAM Trading Account;

8.2.9. the risk of unilateral closing of the Account/Accounts by any Party;

8.2.10. the risk of unilateral connecting or disconnecting the Follower Account.

## 9 OTHER PROVISIONS

9.1. Lost profit claims will not be accepted for Rally Trade adjudication.

9.2. The Parties do not compensate each other for moral damage.

## Annex 1 - Remunerations

1. Remuneration of the Trader under this Agreement is set at:  
  
**30% of the Spread Value on every lot of every traded instrument.**
2. The commission will be paid every month, at the end of the month and it can be found in the Client Office under the Investment Tab;
3. Traders can use the „Cash Out” option found in the Investment Tab to transfer the proceeds from commissions into their Trading Account or their Bank Account.
4. The in-force procedure for withdrawal of commissions from Trader’s real account is same as the one applicable for clients. The Trader shall provide prior to withdrawal a copy of proof of address and proof of bank account. Full requirements for these documents are found on Rally Trade website.
5. Remuneration applies to lots on closed trades only.

## Annex 2 - Limitations

1. Number of Investors who are presently clients of Rally Trade which can subscribe to the MAM Service of one Trader is limited to 20. This number can be enlarged or decreased upon exclusive discretion of Rally Trade.
2. Rally Trade reserves the right to unsubscribe any Investor from any Trader at any time without any explanations to either party of this T&C.
3. Traders may Introduce their own Investors upon direct request to their Account Managers and subject to approval of Rally Trade.