

Copy Trading Terms and Conditions

Pepperstone Markets Limited

Date: August 2024

IBC No.: 177174 B

SIA Reg. No.: SIA-F217

Risk Warning: trading CFDs and FX is risky. It isn't suitable for everyone and, if you're a Pepperstone Pro, you could lose substantially more than your initial investment. You don't own or have rights in the underlying assets. Past performance is no indication of future performance and tax laws are subject to change. The information in this document is general in nature and doesn't take into account your or your client's personal objectives, financial circumstances, or needs. Please read our legal documents and ensure you fully understand the risks before you make any trading decisions. We encourage you to seek independent advice.

General

Copy trading allows you to copy trades carried out by other investors (“**Strategy Provider(s)**”). These terms (“**Terms**”) apply to your use of copy trading services provided by Pepperstone Markets Limited (IBC NO. 177174 B) (“**Pepperstone**” “**we**” “**us**”, “**our**”) and our third party providers (“**Copy Trading Service**”) and authorise Pepperstone to facilitate the payment of the compensation you’ve agreed to pay your Strategy Provider(s).

Please be advised that we’re not responsible for calculating any fees, including performance fees, management fees or volume fees, payable to your Strategy Provider or, if you are a Strategy Provider, to you from investors. We’ll assume that the calculations detailed in the applicable Copy Trading Service are correct. Please see the applicable Copy Trading Service for information about the fees. Any fee disputes or queries should be directed to the Strategy Provider, investor or third party provider.

These Terms apply in addition to our [Terms and Conditions](#) and other legal documents that together govern our relationship with you (“**Agreements**”). Unless otherwise defined, capitalised words in these Terms will have the same meaning given to those words in the Agreements.

By accessing the Copy Trading Service, you confirm you have read, understand and agree to be bound by the Agreements and these Terms. In the event of any inconsistency between the Agreements and these Terms, these Terms prevails as it relates to your use of the Copy Trading Service. We will update you, where required, if changes are made to these Terms.

Your use of the Copy Trading Service

1. You acknowledge and agree that if you use the Copy Trading Service to copy a Strategy Provider:
 - a. The Copy Trading Service involves automated trading execution where Contracts are opened and closed in your Account without your manual intervention and further instructions. We’ll automatically execute an Order based on your instruction to copy a Strategy Provider and will not be required to seek your consent or approval before the execution of that Order.
 - b. The Copy Trading Service and use of Strategy Providers is high risk and could lead to you incurring significant financial losses. Pepperstone doesn’t endorse or have any control over the logic or code either within the Copy Trading Service or that the Strategy Provider uses when developing its strategy, tools and systems. Pepperstone isn’t responsible or liable for your use of the Copy Trading Service or Strategy Provider.
 - c. Copying the trading decisions of inexperienced and/or unprofessional Strategy Providers creates risk and we make no representations as to the level of expertise, skill and care of a particular Strategy Provider you choose to copy.
 - d. You authorise the Strategy Provider as your agent with full power and authority to enter into Contracts via the Copy Trading Service, as well as management decisions relating to your Account and the Copy Trading Service. Pepperstone is authorised to follow the instructions of the Strategy Provider. Pepperstone has no liability for following the instructions of the Strategy Provider.
 - e. You are fully responsible and liable for all Contracts entered into on your Account via the Copy Trading Service. Pepperstone is not liable for any actions we take in order to carry

out your instructions to follow a Strategy Provider or any decisions or actions taken by a Strategy Provider that you chose to copy.

- f. The Copy Trading Service doesn't amount to any form of investment, portfolio or asset management. To the maximum extent permitted by law, nothing in the Copy Trading Services shall amount to any personalised investment recommendations, investment advice, tax related advice or other financial advice of any kind.
- g. The Copy Trading Services are provided by third parties and additional terms apply to your use of it. You are fully responsible and liable for understanding and complying with all third party terms that apply to your use of the Copy Trading Service.
- h. Pepperstone may decide to set additional restrictions and / or limits on the Copy Trading Service in its absolute discretion and will let you know in writing if it does so.
- i. If you use the Copy Trading Service provided by cTrader Copy, a new sub-account will be created for each Strategy Provider that you follow. If you stop following a particular Strategy Provider, that sub-account will be automatically closed.

Fees

- 2. The following fees will be charged for your use of the Copy Trading Services:
 - a. the Strategy Provider fees, which you've agreed to pay to the Strategy Provider via the Platform, on terms (including the calculation and timing of payments of fees) set out in a separate agreement between you and the Strategy Provider;
 - b. if you've been introduced to Pepperstone by an introducing broker or if you've appointed a trading agent to act on your behalf in relation to your main Account with Pepperstone, your trading agent or introducing broker may receive a commission under your agreement with them.
- 3. You authorise Pepperstone to deduct any fees payable by you to your Strategy Provider, trading agent or introducing broker from the funds you hold in your Account and to pay those fees to the Strategy Provider, trading agent or introducing broker on your behalf. You acknowledge that Pepperstone isn't responsible for calculating these fees and isn't obliged to check or verify these fees in any way.
- 4. You're responsible for maintaining sufficient funds and transferring funds to the relevant Account to cover your margin requirements and any applicable fees.
- 5. You acknowledge that if Pepperstone can't pay the agreed fees and remuneration from your Account you are responsible for paying the fees to the Strategy Provider. It's not Pepperstone's responsibility to make good any unfulfilled commitments that the Strategy Provider and you may have towards each other. Any fee disputes or queries should be directed to the Strategy Provider, investor or third party provider.
- 6. **There's an inherent conflict of interest in paying your Strategy Provider, trading agent or introducing broker on a per position or trade commission basis. You acknowledge that the more Contracts that you make on your Account, the more fees or commission you'll pay, regardless of the profit and loss on those trades.**

If you are a Strategy Provider

- 7. If you use the Copy Trading Service to become a Strategy Provider:

- a. The Copy Trading Services are provided by third parties and additional terms apply to your use of it. You're fully responsible and liable for understanding and complying with all third party terms that apply to your use of the Copy Trading Service.
- b. Pepperstone is not responsible for any fees, including performance fees, management fees or volume fees, payable to you by any investor. Any fee disputes or queries should be directed to the investor or third party provider.

Indemnity

You irrevocably indemnify Pepperstone against any loss, damage or expense incurred by Pepperstone as a result of your use of the Copy Trading Services, you copying a Strategy Provider or you becoming a Strategy Provider. This indemnity is effective regardless of the circumstances giving rise to the loss, damage or expense.



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