

## **Trader Terms & Conditions**

These Terms and Conditions act as a Rider to any and all other agreements entered into by and between you, the Trader (hereinafter referred to as "Trader"), and BMFN Limited, incorporated in the Republic of Vanuatu under the provisions of the International Companies Act (CAP 222), by Vanuatu Financial Services Commission, holding Vanuatu Securities Dealers License; Company Number 40202, Registered office: Law Partners House, Kumul Highway, Port Vila, Vanuatu. (Hereinafter referred to as "BMFN").

By checking the box that you agree to the Trader Terms & Conditions you acknowledge and agree that you have read these Terms and Conditions and agree to be bound by all terms set forth herein.

You have elected to become a Trader into the BMFN Advanced Client Terminal. In doing so you acknowledge and agree that all trades, purchases, sales or transactions that are entered into by you for the benefit of any Subscriber electing to authorize you as their Trader at BMFN, are being conducted in the best interest of said Subscriber. You warrant and represent that you will not conduct or be party to, within the BMFN Advanced Client Terminal, unauthorized trading, fraud, mismanagement, breach of fiduciary duty or any form of churning activity. For purposes of this subparagraph 'churning' is defined as any form of excessive trading being conducted for the purposes of increasing Trading commissions, rather than to further the Subscriber's investment goals.

You hereby ratify and confirm any and all transactions with BMFN heretofore or hereafter made by you, the Trader, on behalf of any Subscriber account and you agree to indemnify and hold BMFN, its directors, officers, shareholders, members, employees, agents, and each person, if any, controlling BMFN, harmless from any and all claims, demands, proceedings, suits, or actions (whether in law or in equity), and from any loss, realized/unrealized loss, loss of profits, fees, commissions, damage, liability or expense, including reasonable attorneys' fees and other legal expenses, to which BMFN, or any of its affiliates may become subject arising out of or relating to any act or omission by you, the Trader or any person connected, affiliated or associated with you, the Trader in your trading of any Subscriber account on the BMFN Advanced Client Terminal or arising from your alleged negligence or willful misconduct.

You hereby agree to indemnify and hold BMFN harmless from, and to pay BMFN properly on demand any losses, costs, indebtedness and liabilities arising from any activities undertaken by you, the Trader.

You acknowledge and agree that the terms and conditions of any and all agreements you hold with BMFN, inclusive of Client Agreements and/or Introducing Broker Agreements remained unchanged and that any activities undertaken by you are governed by such terms and conditions.

As Trader, you hold BMFN free of any responsibility or liability for any losses sustained while trading with Subscriber funds.

Any all commissions or profit sharing earned by you, the Trader, shall be paid from Subscriber account funds at the amount and in the frequency as set forth in the

commission schedule assigned to your account and agreed to by any and all applicable Subscribers. BMFN diligently supervises and monitors the activities of all managers acting as Traders. As a result, BMFN, in its sole discretion, shall monitor the activities of the Trader to ensure the prevention of misconduct, which shall include, but not be limited to, unauthorized trading, fraud, mismanagement, breach of fiduciary duty and churning. Upon the finding of misconduct, as reasonably determined by BMFN, any and all commissions, fees and/or profit sharing due to the Trader maybe withheld by BMFN indefinitely. Withheld funds can and will be used to satisfy any customer claims received as a result of misconduct on the part of the Trader. The Trading Agent has a duty to inform BMFN of any customer complaints and/or claims. Trading Agent indemnifies and holds BMFN, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred as a result of commissions, fees and/or profit sharing withholdings due to a finding by BMFN of misconduct by the Trader. BMFN shall not be held liable or responsible for any miscalculation of any fees, commissions, or profit-sharing.

BMFN may revoke or terminate the Trader's authority over a Subscriber's account at any time for any reason in its sole discretion.