

MONEY MANAGER AGREEMENT

1.1. Company Overview

TTCM Traders Trust Capital Markets Ltd is a private limited company registered in Cyprus, established in compliance with Sections 14 and 6/132C(1) of the Companies Act 1981. It is officially recorded with the Registrar of Companies under registration number 250591. The company operates from its primary business location at:

3 Thalias Str., 3rd Floor, Offices 310-318, 3011 Limassol, Cyprus.

1.2. Business Activities

TTCM BM specializes in online trading of financial instruments, offering a digital trading platform for executing over-the-counter transactions in spot foreign exchange, forward foreign exchange, CFD commodities, CFD cryptocurrencies, and CFD indices (collectively referred to as "financial products").

1.4. Terms Governing Trading Signals in Copy Trading Services

These terms define the conditions under which Trading Signals are provided by a Money Manager for the Copy Trading Services facilitated by TTCM BM.

1.4.1. Money Manager's Role

The Money Manager is engaged in the creation and distribution of trading signals and automated trading strategies.

1.4.2. Use of Trading Signals

Clients of TTCM BM may choose to integrate the trading signals developed by the Money Manager into their trading activities.

1.4.3. Compensation Agreement

The Money Manager seeks remuneration for granting TTCM BM's clients access to its proprietary trading signals.

1.4.4. Mutual Agreement on Compensation

Both parties recognize the need to establish and document the compensation structure for the Money Manager in return for making trading signals available to TTCM BM's clients.

1.5. Official Language

The Customer acknowledges that **English is the official language** used by TTCM BM for all communications and legal documentation.

1.6. Acceptance of Terms

If you disagree with these terms and conditions, **you must refrain from using the mentioned services.** By accessing or utilizing these services, you explicitly accept these Terms and Conditions and all related legal notices. If you need clarification, please contact our customer support team at **support.int@ttcm.com** before proceeding.

1.7. Agreement and Consideration

With acknowledgment of the mutual obligations detailed in this agreement, and in exchange for valuable consideration, the parties enter into the following terms:

2. Access to Trading Signals

2.1. Provision of Trading Signals

The Money Manager has designed specific **trading systems** (“System”) that generate signals for use in financial trading. TTCM BM is granted access to these signals to facilitate transactions for its referred customers. These signals will be provided in a format deemed acceptable by TTCM BM.

3. Compensation Structure

3.1. Performance-Based Remuneration

As consideration for access to the Money Manager’s trading signals, **TTCM BM agrees to compensate the Money Manager with a performance-based fee**, as outlined in the Limited Power of Attorney signed by each of the Money Manager’s clients with trading accounts at TTCM BM. This compensation represents full payment for access to the signals and may be processed by TTCM BM or an affiliated entity. No additional remuneration or benefits will be granted under this agreement.

3.2. Monthly Payment Calculation

Compensation for the Money Manager is calculated on a **monthly basis**. Payment requests may include accrued rebates and/or performance fees specified in the Limited Power of Attorney, applicable only for the preceding months, up to the last day of the previous calendar month. If, during a specific month, the Money Manager’s **performance does not exceed the High Watermark**, no performance fee will be awarded. The total monthly performance includes unrealized profit and loss (PnL) based on the valuation of open positions at the end of the month.

3.3. Risk Management and Trading Conduct

TTCM BM prioritizes the **protection of its clients' capital** as a fundamental principle. Money Managers engaging in **high-risk or abusive trading practices** that could negatively impact their followers will be subject to thorough review. If such activities are found to be intentional or harmful, the Money Manager will forfeit any compensation and may face permanent suspension from TTCM BM’s services.

3.4. Trading Guidelines and Risk Control

To maintain responsible trading practices, Money Managers must adhere to specific risk-mitigation guidelines. These include:

- Ensuring that **no position incurs excessive losses** beyond reasonable thresholds.
- **Mandatory use of stop-loss orders** at appropriate levels to safeguard clients’ investments.
- A Money Manager’s **maximum total drawdown must not exceed their profit in pips** (i.e., Maximum Drawdown % should remain below 100%). This condition applies once a sufficient performance record is established, such as when the total profit and loss (PnL) surpasses 1,000 pips.
- The pips-based limits mentioned above apply primarily to major Forex pairs, with equivalent thresholds expected for CFD instruments.

4. Money Manager's Regulatory Status

4.1. Compliance with Regulatory Requirements

The Money Manager affirms that it **qualifies for an exemption** from registration as a Commodity Trading Advisor with the Commodity Futures Trading Commission (CFTC). Additionally, the Money Manager does not manage client accounts directly, nor does it provide personalized trading advice based on specific customer circumstances. The Money Manager also guarantees that it holds all necessary domestic and international regulatory approvals or operates under applicable exemptions.

5. Service Execution Standards

5.1. Compliance with Laws and Regulations

While performing its services, the Money Manager must **strictly adhere to all relevant laws, rules, and financial trading regulations**, including those imposed by self-regulatory organizations or government authorities overseeing its activities.

6. Warranties

6.1. Intellectual Property and Obligations

The Money Manager acknowledges that TTCM BM respects **intellectual property rights** and does not seek access to proprietary information or trade secrets. The Money Manager further guarantees that:

- It has **no pre-existing obligations** that conflict with this Agreement.
- All services provided under this Agreement are **its original work**, free from any third-party claims, legal disputes, or intellectual property infringements related to patents, copyrights, trademarks, or trade secrets.

7. Use of Marketing and Promotional Materials

7.1. Restrictions on Advertising

The Money Manager is prohibited from **using TTCM BM's name or promotional references** without prior written approval. Any promotional materials related to the Money Manager's System must comply with:

- **TTCM BM's Copy-Trading Service Terms and Conditions**
- **TTCM BM's Responsible Marketing Communications and Advertising Policy**

8. Account Deactivation and Suspension

8.1. Inactivity Rules

A Money Manager account will be **considered inactive if no trading activity occurs for a specified period**. Accounts that remain inactive for over **three months** may be permanently disabled at TTCM BM's discretion. For accounts linked to **MT4 terminals**, the maximum allowable inactivity period is **three months**.

8.2. Reasons for Account Suspension

TTCM BM reserves the right to disable a Money Manager's account at its sole discretion for reasons including but not limited to:

- **System abuse**, such as executing an excessive number of trades.
- **Suspicious activity**, including fraudulent personal identification.
- Any other actions that violate this Agreement.

9. Termination of Agreement

9.1. Termination Without Cause

Either party may **terminate this Agreement at any time** by providing prior written notice to the other party.

9.2. Termination Due to Breach

If one party **fails to fulfill its contractual obligations**, the non-defaulting party may immediately **terminate the Agreement** by issuing a written notice of default.

9.3. Post-Termination Responsibilities

Termination of this Agreement **does not release either party** from any obligations or liabilities incurred prior to termination. Furthermore, all rights and responsibilities arising from events occurring **before or at the time of termination** shall remain in effect.

10. Indemnification

10.1. Liability Protection

The Money Manager agrees to **indemnify, defend, and hold TTCM BM and its affiliates harmless** against any losses, claims, damages, or liabilities resulting from:

1. A **material breach** of this Agreement by the Money Manager.
2. A **violation of any applicable laws, regulations, or industry standards**, except where damages result from TTCM BM's own actions involving:
 - **Regulatory non-compliance**
 - **Gross negligence, bad faith, or willful misconduct**

10.2. Legal Cost Reimbursement

The Money Manager shall **cover all legal expenses** incurred by TTCM BM or its affiliates in defending against any claims covered under this indemnification, including **attorney fees and related costs**.

11. Independent Contractor Status

11.1. No Employment or Partnership

Under this Agreement, the Money Manager operates as an **independent contractor** and not as an employee, partner, or joint venture participant of TTCM BM. Nothing in this Agreement shall be interpreted as granting the Money Manager any authority to **bind, represent, or commit TTCM BM** in any manner, except as explicitly outlined herein.

12. Compliance with Laws and Regulatory Framework

12.1. Legal and Regulatory Adherence

All financial transactions and activities carried out under this Agreement shall be **governed by the laws of Bermuda**, including applicable **rules, regulations, directives, and policies** that govern investment firms and financial market operations. These regulations may be **subject to amendments or revisions over time**, and the Money Manager is required to comply with any changes.

12.2. TTCM BM's Right to Compliance Measures

TTCM BM reserves the right to **implement, modify, or refrain from taking any regulatory measures** deemed necessary to ensure full compliance with applicable laws, regulations, and market standards. The Money Manager acknowledges that all such actions taken by TTCM BM shall be **binding and enforceable**.

12.3. Right to Refusal or Termination of Service

TTCM BM retains the **absolute discretion to refuse, suspend, or terminate** the Money Manager's access to its services, either in whole or in part, without any obligation to provide justification or prior notice.

13. Modification of the Agreement

13.1. Changes to Terms

Any amendments to this Agreement, including its appendices, must be **formally documented in writing and agreed upon by both parties**.

13.2. Unilateral Modifications Due to Legal Changes

In the event of **changes in applicable laws, regulations, or legal instruments** in Bermuda or any other relevant jurisdiction affecting TTCM BM's operations, the company reserves the right to **unilaterally amend the Agreement**. In such cases, TTCM BM will notify the Money Manager in a manner it deems appropriate.

14. Non-Exclusive Relationship

14.1. Multiple Money Manager Engagements

The Money Manager acknowledges and agrees that TTCM BM **may enter into agreements with multiple Money Managers, including investment firms**.

TTCM BM **retains the right to provide advisory services or take investment actions** that may differ between Money Managers, as long as **investment opportunities are allocated in a fair and reasonable manner over time**.

This Agreement does not restrict TTCM BM, its members, employees, agents, or affiliates from **buying, selling, or trading financial instruments for their own accounts**, even if such transactions involve assets similar to those managed by the Money Manager.

15. Confidentiality

15.1. Obligation of Confidentiality

Both TTCM BM and the Money Manager shall maintain **strict confidentiality** regarding their professional relationship **during and after the term of this Agreement**. This includes any **communications, documents, or sensitive information** shared in the course of their collaboration.

15.2. Disclosure of Information

TTCM BM **reserves the right to disclose information** regarding the Money Manager's transactions or any other necessary details **without prior notice** if such disclosure is:

- **Required by law** or regulatory authorities.
- **Requested by third-party organizations** with a legal right to such information.
- **Necessary to fulfill TTCM BM's legal or regulatory obligations.**

15.3. Compliance with Data Protection Laws

Both parties agree to comply with the **General Data Protection Regulation (GDPR)** and any other relevant **data protection and privacy laws** applicable to their operations. All personal data must be handled in accordance with these legal requirements.

16. Notifications

16.1. Unless explicitly stated otherwise in this Agreement, any notification, directive, order, authorization, request, or any other form of communication from the Money Manager to TTCM BM under this Agreement must be in written form. Such correspondence should be sent to the official address of TTCM BM, as indicated above, or to any other address specified by TTCM BM for this purpose. The communication shall be deemed valid once received by TTCM BM, provided it does not contradict any terms of this Agreement.

16.2. Except where otherwise stated, any formal written notice or communication from TTCM BM to the Money Manager under this Agreement shall be delivered personally, by postal mail, fax, electronic mail, or any other method determined by TTCM BM and communicated accordingly. The notice shall be considered delivered if sent by mail upon physical delivery or, if mailed in an addressed envelope, seven days after posting. If sent via fax or email, it will be regarded as delivered upon transmission.

17. Force Majeure

17.1. TTCM BM shall not be held liable for any failure, delay, or partial inability to fulfill its obligations under this Agreement due to force majeure events. Such events include, but are not limited to, natural disasters, fires, wars, political unrest, labor strikes, governmental restrictions, disruptions in stock exchanges or financial institutions, communication failures, technical issues in transaction systems, or any other circumstances beyond the reasonable control of TTCM BM.

18. Governing Law and Jurisdiction

18.1. This Agreement, along with any transactions between the Money Manager and TTCM BM, shall be governed by the laws of Bermuda. Both parties consent to the non-exclusive jurisdiction of the Bermuda courts.

18.2. This section does not prevent TTCM BM from initiating legal proceedings against the Client or Trader in any other court with appropriate jurisdiction. Pursuing legal action in one jurisdiction does not preclude simultaneous or subsequent legal actions in other jurisdictions, as permitted by applicable laws.

19. Assignment of Rights and Obligations

19.1. The Money Manager may not assign or transfer any of their rights or obligations under this Agreement.

19.2. TTCM BM reserves the right to assign or transfer any of its rights or obligations under this Agreement at any time.

20. Representations by TTCM BM

20.1. The Money Manager acknowledges that TTCM BM has made no representation or assurance that influenced or persuaded them to enter into this Agreement.

21. Waiver and Forbearance

21.1. Any failure, leniency, or delay by either party in enforcing its rights under this Agreement shall not constitute a waiver or relinquishment of those rights.

22. Severability

22.1. If any provision within this Agreement is deemed invalid, illegal, or unenforceable, it shall be removed or modified as necessary to ensure validity. The remaining provisions shall remain in full force and effect.

23. General Provisions

23.1. This Agreement shall be binding upon and benefit the successors and permitted assignees of both parties. However, no party may assign rights or obligations without prior written consent from all other parties.

23.2. Any notice under this Agreement must be in writing and shall be effective upon personal delivery or, if sent via fax, email, or registered mail, upon receipt. Notices should be addressed as specified in the MAM registration form and stored in TTCM BM's system.

23.3. Section headings are included for reference purposes only and shall not influence the interpretation of this Agreement.

23.4. This Agreement may be executed in multiple counterparts, each considered an original but collectively forming one document.

23.5. This Agreement constitutes the entire understanding between the parties regarding the matters addressed and supersedes all prior agreements, whether verbal or written, unless explicitly stated otherwise in writing.

23.6. Any modification of this Agreement requires express written consent from all parties. No implied waiver of any provision shall arise from past interactions or failure to enforce rights under this Agreement.

23.7. The terms of this Agreement shall continue to apply even after its termination if relevant to matters arising during its validity.

23.8. Should any clause be deemed overly broad, invalid, or unenforceable, the parties agree that a court may modify it to ensure enforceability within the limits of applicable law.

23.9. If multiple individuals constitute the Money Manager, their obligations shall be joint and several. Any notice delivered to one shall be deemed delivered to all. Any order placed by one shall be considered on behalf of all.

23.10. Any stamp duties or fees related to this Agreement or its execution shall be borne by the Money Manager.

23.11. The Money Manager confirms that:

- (1) They have thoroughly read, understood, and unconditionally accept all terms of this Agreement.
- (2) They received a copy of this Agreement before signing and had the opportunity to seek independent legal advice.

For and on behalf of the Money

Manager

Full Name

Date

Signature

For and on behalf of TTCM BM

Full Name

Position

Date

Signature

