FINTOKEI PROVIDER PROGRAM - PROTRADER
Terms and Conditions

1. These Fintokei provider program – ProTrader terms and conditions (hereinafter as **"FPP terms"**) govern the contractual conditions between **Fintokei s.r.o.**, incorporated in Masarykova 409/26, Brno-mesto, 602 00 Brno, Czech Republic, reg.no.: 09110127, file: C 117301 registered by Regional Court in Brno (collectively, the **"Company", "we" or "Fintokei"**) and you as a Provider (hereinafter as **"You" or "Provider"**) as a result of being successful in accomplishing the conditions set on the Fintokei ProTrader Evaluation Programs – Phase 1 and Phase 2 as defined in the Company's General Terms and Conditions.
2. FPP terms enter into force and become effective as of the date the Provider activates the ProTrader Account as defined in art. 3 below. Such account is activated by placing the first trade on it in the Trading Platform.
3. The Company provides to the Provider a Virtual funded demo account (**"Provider's Account")** which is funded with the same starting capital as chosen by the Provider when purchasing the ProTrader Evaluation Program (to be referred to as **"Initial Amount"**). The Provider performs day trading on Forex, Commodities, Indices or any other CFD based instruments (to be referred to as **"FOREX"**) as provided by the third-party Partner broker and the Company agrees to pay a Reward to the Provider.
4. The Company may provide more ProTrader Accounts to one Provider, in case the Provider successfully accomplishes multiple Fintokei Evaluation Programs, but the maximum value of their Initial Amounts can be 500,000 EUR or the equivalent in another currency in total per Provider at any given time.
5. In case the Provider performs exceptionally well on the Provider's Accounts, the Company at its sole discretion may decide to increase the amount on his Provider's Account. This is called **"Scaling plan"** and its detailed conditions are described below and then in the Appendix 1 to this document.
    a. The Provider must specifically apply for Scaling his Provider's Account by email and the Company will then evaluate his performance and feasibility of the scaling. If approved, the Company will increase the amount on the Provider's Account and the Provider can continue trading with a new higher amount **("Scaled Amount"**).
    b. The Provider may request for Scaling only at the time when the Provider's Account balance is in profit, it means when it is above the Initial Amount (or Scaled Amount). The Scaling evaluation and approval would then happen together with processing of such Profit split payout.
    c. The Provider may ask for Scaling multiple times to increase the Scaled Amount even further, by passing to next levels of Scaling Plan, as described in the Appendix 1. Furthermore, beside increasing the Scaled Amount the next levels of Scaling Plan may also increase the Provider's profit split ratio.
    d. The Provider can however have the Scaling plan activated only on **one** of his active Provider's Accounts at any given time.
6. The Company is permitted to replicate, copy or otherwise use any and all trades or trading orders from the Provider's Account, which for the avoidance of any doubt shall be understood and referred to as the Company property exclusively. By replicating, copying or otherwise

using the trades the Company is not liable to any other profit shares, rewards or payments to the Provider other than defined here in the FPP terms as Reward.

7. Reward (hereinafter as **"Reward"**) is structured as follows:
    a. Sign-up bonus in the amount of the Fee for each of the successfully passed Fintokei ProTrader Evaluation Programs that is directly related to the provided ProTrader Account and that the Provider paid initially,
    b. Profit split, which means a certain percentage share of the net profits withdrawn from the ProTrader Account as part of the billing process. The net profits are calculated as the difference between the account balance after closing all the open trades and positions, and the amount of the Initial Amount or the Scaled Amount on the provider's ProTrader Account.
    c. The Profit split percentage share for ProTrader Account is described on the respective sections of the Website.
8. The currency in which the Reward determined as stated above will be paid to the Provider will be the same as the currency of the Fee and of the Initial Amount on the Provider's Account. The payment is due ten days after the Provider submits the invoice to the Provider registered and recognized bank account.
9. Reward payout is limited only to the bank accounts, wallets or other means approved by Fintokei held exclusively by the Provider. No 3rd party payouts are allowed. Right to exercise further KYC as defined in section 7 of the Terms and conditions is fully applicable.
10. The minimum amount for the Reward payout processing is ¥10,000, €100, $100 or CZK 2 000.
11. The Company will not instruct the Provider about its FOREX trading technique. The Provider may conduct FOREX trading in any manner it deems appropriate.
12. During FOREX trading, the Provider is required to adhere to the following prudent trading guidelines for each of his/her ProTrader Account:
    a. The maximum daily loss on the ProTrader Account shall not exceed 5% of the SOD ("Start of Day") Equity value at any purpose throughout one trading day. It means the ProTrader Account Equity shall not fall below 95% of the SOD (Start of Day) Equity value at any time.
    b. The maximum total loss on the ProTrader Account shall not exceed 10% of the Initial Amount at any purpose throughout the trading period. It means the ProTrader Account Equity shall not fall below 90% of the Initial Amount (or Scaled Amount) at any time.
    c. For the avoidance of doubt, the loss comprises the total closed and open trade losses + (plus) the associated costs and expenses, including but not limited to any commissions, broker fees, market data fees, trading platform costs, government taxes, charges for the execution and clearing trades, charges for interest expenses for each position held, fund transfer fees, etc
    d. The Provider shall not exploit any system bugs, perform any form of latency arbitrage or other types of arbitrages, any gains achieved by such trading activities shall be deemed as not eligible for calculation of the Reward. The Provider must adhere to the Section 5 of the General Terms and Conditions about the Prohibited Trading Strategies and Transactions at all times.

e. The Provider shall not be permitted to trade in FOREX from two minutes prior to the announcement of the relevant macroeconomic publication until two minutes after the announcement of the relevant macroeconomic publication. The Provider is encouraged to closely monitor the Client's dashboard "News Calendar" that lists all the relevant macroeconomic publications.

13. Should the Provider be in breach of art. 11 letters a)-d), it is deemed a material breach. Therefore, the Company is fully entitled to close all positions on the ProTrader Account with immediate effect, and the ProTrader Account shall be terminated.
    Breach of art. 11 letter e) five or more times is deemed a hard breach as Company entitlement to act against such material breach as defined above shall apply accordingly.
14. Subsequently the Provider will not be entitled to any Profit split (8b) from such breached Provider's Account anymore, including any past unpaid Profit splits
15. All costs and expenses incurred by the Provider in connection with the provision of services to the Company are at the sole expense of the Provider and are to be borne by the Provider.
16. The Provider is entitled to a Reward for FOREX Trading services provided, which are calculated based on the Provider's Account actual performance.
17. The minimum time period after which the Provider may request the billing is 14 days after the day the Provider's Account was created.
18. At the time of the Provider's request for billing all the positions and trades must be closed on the Provider's Account, and must remain closed until the billing is performed.
19. If the difference between the account balance and the amount of the Initial Amount (or Scaled Amount) is positive, billing is the process of deducting the full amount or part of the net profit from the Provider's Account.
20. After the billing is performed, the Provider's Account remains funded by the Initial Amount and any not-withdrawn profits, and the trading is allowed again.
21. The minimum time period of 14 days for the next billing will restart after the previous payout was completed.
22. The Provider acknowledges that any trading that they perform through our service is not real, takes place on demo trading accounts with virtual funds.
23. The Provider is committed to keep confidential any intelligence obtained in connection with FPP terms, Company's General Terms and Conditions or when trading FOREX.
24. The Provider agrees that Company may process (in an automated or other manner) the Provider's personal data that the Provider has provided or will provide to Company for the purpose of and to the extent necessary for (i) the performance under FPP terms, (ii) the regular personal evaluation of the Provider and other providers, and (iii) the resolution of any disputes arising out of FPP terms. Unless legislation allows the Provider to archive some personal data for a longer period of time, the Provider acknowledges this authorization for the duration of the Provider's work for Company and for a period of three years following the conclusion of the interaction (In such a case, the Provider provides this consent for the specified time period). Processing of personal data is specified in privacy policy.
25. If the consent is granted and/or applicable law allows Company to proceed accordingly, under the provisions of the Privacy policy, Company would also have the right to transfer the personal data of the Provider to other parties and foreign countries. Company has the right to

transmit the Provider's personal data solely for the purposes and to the extent stated above, or if such an obligation is mandated by law.

26. The Provider agrees that the Company may introduce him to other partner Companies, such as the Portfolio Management Investment Firm, or similar, in order to initiate discussion on further cooperation beside these FPP terms.
27. Under FPP terms, the provider acknowledges that there are no such restrictions in his or her country of trading in the forex market, therefore Company will also not be held accountable for any local law infringement. The provider comprehends that he or she is over the age of 18 years of age, adult and fully entitled to be bound by FPP terms and thus must comply with the provisions of local and state laws.
28. Company is not liable for VAT/GST/Transaction Tax, Income Tax, or currency depreciation during payment. All the payments to the Provider by the Company are inclusive of all the taxes, that the Company may be legally obligated to pay, even locally, and the Company is therefore not liable of any taxes on behalf of Provider.
29. You are obliged to fulfil all your tax obligations in connection with the use of our Services and with the Reward in accordance with applicable law, and in the event of an obligation, you are obliged to pay tax or other fees properly.
30. The Provider declares not to conclude this agreement as entrepreneur but as a consumer, and that they are not licensed to trade on capital markets or the like.
31. The Company is fully entitled to request the Provider to issue invoices to the Company prior to execution of the Reward payout therefore the Company may withhold any payment until provided with necessary documents as per this article.
32. The subject matter under FPS terms is not a public competition, lottery or the like as described in General terms and conditions.
33. FPP terms are governed reasonably and accordingly by the General terms and conditions available on the website and the Company exclusively reserved the right to alter or amend any portion or whole FPP terms and/or General terms and conditions with previous notification. In the event of any breach or abuse of the Trading Platform server, or any technique of exploiting a market flaw, or in case of breach with the Section 5 of General Terms and Conditions, the contractual relationship under FPP terms shall be terminated immediately and without any grounds.
34. The Contracting Parties take into consideration the fact that the General Terms and Conditions are a basic requirement of this FPP terms and will also adhere to information on the website accordingly.
35. The Company is aware that you do not provide the Company with any investment advice or recommendations through your demo trading. You acknowledge that you may suspend your demo trading on the Trading Platform at any time.
36. Company may connect your Provider's Account in www.myfxbook.com or other third-party tools to get better idea about your performance or use it for promotion purposes.
37. Upon Company's request, the Provider acknowledges and agrees to participate in the presentation of the Fintokei product and brand without disclosure Provider' full identity, which includes being interviewed (written or video interview) and/or taking part in various surveys and questionnaires while the Company is subsequently permitted to publish such data via the web and social networks.

38. The Parties consider their rights and obligations to be in balance. No circumstances suggest abuse of either party's economic position were present at the time of the conclusion of FPP terms.
39. Fintokei reserves the right, at its sole discretion, to update, change or replace any part of these FPP terms and/or Appendix 1 after giving you one month's notice. Should Provider continue to use of or access to Provider's Account it is deemed an acceptance of those changes. Should Provider not agree to the amended changes, he/she/it is entitled to rescind the business relationship with effective date same as is the date of effectiveness.
40. The parties declare that they have the legal capacity to act, that they have read the FPP terms before engagement, that they understand them and agree with the content, and that they enter into them in free and serious manner.
41. Provider has read both FPP terms and General Terms and Conditions and agree with all and any conditions stipulated herein.

APPENDIX 1

Scaling Plans

1. Conditions of the Scaling Plan for ProTrader Account:
    a. The Provider may request to Scale his ProTrader Account once he cumulatively reaches at least +10% of net profit (calculated from the current Initial Amount (or Scaled Amount) within the 2 consecutive months period.
    b. The beginning of the "2 consecutive months period" must always start either at the date of when the ProTrader Account was created or at the date of last Scaling, or at the date when any following payout request was completed.
    c. The Provider may ask for Scaling multiple times to increase the Scaled Amount even further, by passing to next levels of Scaling Plan, as described below. Furthermore, beside increasing the Scaled Amount the next levels of Scaling Plan may also increase the Provider's profit split ratio.
    d. ProTrader Account Scaling Plans for different currencies:

Level 1 - with Profit split of 80/20	€12,500	€25,000	€62,500	€125,000	€500,000
Level 2 - with Profit split of 80/20	€15,000	€30,000	€75,000	€150,000	€600,000
Level 3 - with Profit split of 85/15	€20,000	€40,000	€100,000	€200,000	€800,000
Level 4 - with Profit split of 85/15	€30,000	€60,000	€150,000	€300,000	€1,200,000
Level 5 - with Profit split of 90/10	€40,000	€80,000	€200,000	€400,000	€1,600,000
Level 6 - with Profit split of 90/10	€60,000	€120,000	€300,000	€600,000	€2,400,000
Level 7 - with Profit split of 95/5	€80,000	€160,000	€400,000	€800,000	€3,200,000
Level 8 - with Profit split of 95/5	€100,000	€200,000	€500,000	€1,000,000	€4,000,000
Level 1 - with Profit split of 80/20	$12,500	$25,000	$62,500	$125,000	$500,000

Level 2 - with Profit split of 80/20	$15,000	$30,000	$75,000	$150,000	$600,000
Level 3 - with Profit split of 85/15	$20,000	$40,000	$100,000	$200,000	$800,000
Level 4 - with Profit split of 85/15	$30,000	$60,000	$150,000	$300,000	$1,200,000
Level 5 - with Profit split of 90/10	$40,000	$80,000	$200,000	$400,000	$1,600,000
Level 6 - with Profit split of 90/10	$60,000	$120,000	$300,000	$600,000	$2,400,000
Level 7 - with Profit split of 95/5	$80,000	$160,000	$400,000	$800,000	$3,200,000
Level 8 - with Profit split of 95/5	$100,000	$200,000	$500,000	$1,000,000	$4,000,000

Level 1 - with Profit split of 80/20	250,000 Kč	625,000 Kč	1,250,000 Kč	2,500,000 Kč	12,500,000 Kč
Level 2 - with Profit split of 80/20	300,000 Kč	750,000 Kč	1,500,000 Kč	3,000,000 Kč	15,000,000 Kč
Level 3 - with Profit split of 85/15	400,000 Kč	1,000,000 Kč	2,000,000 Kč	4,000,000 Kč	20,000,000 Kč
Level 4 - with Profit split of 85/15	600,000 Kč	1,500,000 Kč	3,000,000 Kč	6,000,000 Kč	30,000,000 Kč
Level 5 - with Profit split of 90/10	800,000 Kč	2,000,000 Kč	4,000,000 Kč	8,000,000 Kč	40,000,000 Kč
Level 6 - with Profit split of 90/10	1,200,000 Kč	3,000,000 Kč	6,000,000 Kč	12,000,000 Kč	60,000,000 Kč
Level 7 - with Profit split of 95/5	1,600,000 Kč	4,000,000 Kč	8,000,000 Kč	16,000,000 Kč	80,000,000 Kč
Level 8 - with Profit split of 95/5	2,000,000 Kč	5,000,000 Kč	10,000,000 Kč	20,000,000 Kč	100,000,000 Kč

Level 1 - with Profit split of 80/20	¥2,500,000	¥6,250,000	¥12,500,000	¥25,000,000	¥62,500,000
Level 2 - with Profit split of 80/20	¥3,000,000	¥7,500,000	¥15,000,000	¥30,000,000	¥75,000,000
Level 3 - with Profit split of 85/15	¥4,000,000	¥10,000,000	¥20,000,000	¥40,000,000	¥100,000,000
Level 4 - with Profit split of 85/15	¥6,000,000	¥15,000,000	¥30,000,000	¥60,000,000	¥150,000,000
Level 5 - with Profit split of 90/10	¥8,000,000	¥20,000,000	¥40,000,000	¥80,000,000	¥200,000,000
Level 6 - with Profit split of 90/10	¥12,000,000	¥30,000,000	¥60,000,000	¥120,000,000	¥300,000,000
Level 7 - with Profit split of 95/5	¥16,000,000	¥40,000,000	¥80,000,000	¥160,000,000	¥400,000,000
Level 8 - with Profit split of 95/5	¥20,000,000	¥50,000,000	¥100,000,000	¥200,000,000	¥500,000,000