

## FINTOKEI PROVIDER PROGRAM - SWIFTTRADER

### Terms and Conditions

1. These Fintokey provider program – SwiftTrader terms and conditions (hereinafter as **“FPS terms”**) govern the contractual conditions between **Fintokey a.s.**, incorporated in Masarykova 409/26, Brno-mesto, 602 00 Brno, Czech Republic, reg.no.: 09110127 (collectively, the **“Company”**, **“we”** or **“Fintokey”**) and you as a Provider (hereinafter as **“You”** or **“Provider”**) based on your purchase of a Fintokey SwiftTrader Program defined in the Company’s General Terms and Conditions.
2. FPS terms enter into force and become effective as of the date Provider activates SwiftTrader 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 SwiftTrader 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 under the rules set out below.
4. The Provider may purchase more SwiftTrader Accounts, but the Initial Amounts of such accounts of any one Provider at any given time shall not exceed 200,000 EUR or the equivalent in another currency in total.
5. In case the Provider performs exceptionally well on the Provider’s Accounts, the Company may, at its sole discretion, decide to increase the amount on his Provider’s Account (**“Scaling”**). This is called **“Scaling Plan”** and its detailed conditions are described below and additionally in the Appendix 1 to this document.
  - a. The Provider must specifically apply for Scaling his Provider’s Account by e-mail 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 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 will then happen together with processing of such Performance fee payout (see below).
  - 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 higher levels of Scaling Plan may also increase the Provider’s Performance fee ratio.
  - d. The Provider may 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’s property exclusively. Replication, copying or other use of the trades shall not entitle the Provider to any profit sharing, remuneration or payment from the Company other than defined herein in the FPS Terms and Conditions as Reward.

7. Reward (hereinafter as **“Reward”**) is structured as follows:
  - a. Performance fee, which means a certain percentage share of the net profits withdrawn from the SwiftTrader 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 SwiftTrader Account.
  - b. The Performance fee percentage share for SwiftTrader Account is described in 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 payout request and shall be provided via bank transfer to the Provider registered and recognized bank account or by other means of payment, the use of which the Company currently allows according to the Website, if the Provider explicitly specifies so in the payout request.
9. Reward payout is limited only to the bank accounts, wallets or other means approved by Fintokei held exclusively by the Provider. No third-party payouts are allowed. Right to exercise further KYC as defined in section 7 of Company’s General Terms and Conditions is fully applicable.
10. The minimum amount for the Profit withdrawal as part of the Reward payout processing is ¥20,000, €100, \$100 or CZK 2 000.
11. The Company will not instruct the Provider about any FOREX trading technique. The Provider may conduct FOREX trading in any manner deemed appropriate.
12. During FOREX trading, the Provider is required to adhere to the following prudent trading guidelines for each of his/her SwiftTrader Account:
  - a. There is no maximum daily loss restriction set on SwiftTrader Account.
  - b. The maximum total loss on the SwiftTrader Account shall not exceed 10% of the highest value of Start of Day Equity values throughout the existence of the SwiftTrader Account (**“SOD Equity HWM”**) at any moment throughout the trading period. In other words, the SwiftTrader Account Equity shall not fall below 90% of the SOD Equity HWM 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.
13. Should the Provider be in breach of art. 12 letters a)-d), it is deemed a material breach of the contractual terms. In this case, the Company is fully entitled to close all positions on the Provider’s Account with immediate effect, and the Provider’s Account shall be terminated.

14. Subsequently to the breach of terms as per art. 13., the Provider shall not be entitled to any Performance fee (7a) anymore, including any past unpaid Performance fees.
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 minimum time period after which the Provider may request the billing is 14 days after the day the Provider's Account was created.
17. 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.
18. 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.
19. 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.
20. The minimum time period of 14 days for the next billing will restart after the payout based on previous billing is completed.
21. The Provider acknowledges that any trading performed through our service is not real and only takes place on demo trading accounts with virtual funds.
22. The Provider is committed to keep confidential any information obtained in connection with FPS terms, Company's General Terms and Conditions or when trading FOREX.
23. The Provider consents 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 FPS terms, (ii) the regular personal evaluation of the Provider and other providers under FPS terms, and (iii) the resolution of any disputes arising in connection with performance under FPS terms. Unless legislation allows the Provider to archive some personal data for a longer period of time, the Provider's consent lasts for the duration of the Contract and for a period of three years following the conclusion of their Contract (In such a case, the Provider provides this consent for the specified time period). Processing of personal data is specified in [privacy policy](#).
24. If the consent is granted and/or applicable law allows Company to proceed accordingly, under the provisions of the Privacy policy, the Company also has the right to transfer the personal data of the Provider to other parties and foreign countries. The Company has the right to transfer the Provider's personal data solely for the purposes and to the extent stated above, or if such an obligation is mandated by law.
25. 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 FPS terms.
26. Under FPS terms, the Provider declares that there are no such restrictions on FOREX trading in his or her country of origin, therefore, the Company shall also not be held accountable for any local law infringement. The Provider represents to be over the age of 18 years of age, of full legal capacity and fully entitled to be bound by FPS terms and thus must comply with the provisions of applicable laws.
27. The Company is not liable for VAT/GST/Transaction Tax, Income Tax, or currency depreciation during payment. All payments to the Provider by the Company shall be made

- inclusive of any taxes, that the Company may be legally obligated to pay, even locally. The Company is not liable for any taxes of which the Provider is the taxpayer.
28. 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 a tax obligation, you are obliged to pay tax or other fees properly.
  29. The Provider declares its status as entrepreneur or as a consumer, however that is not licensed to trade on capital markets or the like.
  30. The Company is fully entitled to request the Provider to issue invoices to the Company prior to execution of the Reward payout and it may withhold any payment until provided with necessary documents as per this article and applicable law.
  31. The subject matter under FPS terms is not a public competition, lottery or the like as described in General Terms and Conditions.
  32. FPS terms are governed reasonably and accordingly by the [General Terms and Conditions](#) available on the Website. Any abbreviation used in the the General Terms and Conditions have the same meaning specified therein. Company reserves the right to alter or amend any portion of or whole FPS terms and/or General Terms and Conditions with prior notification of the providers.
  33. In the event of any breach or abuse of the Trading Platform server, or in case of use of any technique of exploiting a market flaw, or in case of breach of the Section 5 of General Terms and Conditions, the contractual relationship under FPS terms shall be terminated immediately within such grounds.
  34. The Company is aware that You do not provide it 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.
  35. The Company may connect your Provider's Account in [www.myfxbook.com](http://www.myfxbook.com) or other third-party tools to get better idea about your performance or use it for promotion purposes.
  36. The Provider acknowledges and agrees to participate in the presentation of the Fintokey product and brand without disclosure of Provider's full identity, upon the Company's request . This may include 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.
  37. The Parties consider their rights and obligations to be in balance. No circumstances suggesting abuse of either party's economic position were present at the time of the conclusion of contract under these FPS terms.
  38. Fintokey reserves the right, at its sole discretion, to update, change or replace any part of these FPS terms and/or Appendix 1 after giving you one month's notice. If the Provider continues to use or access the Provider's Account, it is deemed an acceptance of those changes.  
If the Provider does not agree to the amended changes, it is entitled to terminate the business relationship with effective date equal to the effective date of the proposed changes.
  39. The parties declare that they have the legal capacity to act, that they have read the FPS terms before engagement, that they understand them and agree with the content, and that they enter into them in free and serious manner.
  40. The Provider has read both the FPS terms and the General Terms and Conditions and agrees to all and any conditions stipulated herein.

41. Version: 5, dated: 1st April 2024

## APPENDIX no. 1

### Scaling Plans

1. Conditions of the Scaling Plan for SwiftTrader Account:
  - a. The Provider may request to Scale his/her SwiftTrader Account once he/she 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 on the date when the first payout was completed, 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 higher levels of Scaling Plan may also increase the Provider's performance fee ratio.
  - d. SwiftTrader Account Scaling Plans for different currencies:

Initial Amount - with Performance fee of 50/50	€1,000	€2,000	€5,000	€10,000	€50,000
<i>1st Payout available!</i>					
Level 1 - with Performance fee of 55/45	€1,000	€2,000	€5,000	€10,000	€50,000
Level 2 - with Performance fee of 60/40	€1,500	€3,000	€7,500	€15,000	€75,000
Level 3 - with Performance fee of 60/40	€2,000	€4,000	€10,000	€20,000	€100,000
Level 4 - with Performance fee of 70/30	€3,000	€6,000	€15,000	€30,000	€150,000
Level 5 - with Performance fee of 70/30	€4,000	€8,000	€20,000	€40,000	€200,000
Level 6 - with Performance fee of 80/20	€6,000	€12,000	€30,000	€60,000	€300,000
Level 7 - with Performance fee of 80/20	€8,000	€16,000	€40,000	€80,000	€400,000
Level 8 - with Performance fee of 90/10	€10,000	€20,000	€50,000	€100,000	€500,000

Initial Amount - with Performance fee of 50/50	\$1,000	\$2,000	\$5,000	\$10,000	\$50,000
<i>1st Payout available!</i>					
Level 1 - with Performance fee of 55/45	\$1,000	\$2,000	\$5,000	\$10,000	\$50,000
Level 2 - with Performance fee of 60/40	\$1,500	\$3,000	\$7,500	\$15,000	\$75,000
Level 3 - with Performance fee of 60/40	\$2,000	\$4,000	\$10,000	\$20,000	\$100,000
Level 4 - with Performance fee of 70/30	\$3,000	\$6,000	\$15,000	\$30,000	\$150,000
Level 5 - with Performance fee of 70/30	\$4,000	\$8,000	\$20,000	\$40,000	\$200,000
Level 6 - with Performance fee of 80/20	\$6,000	\$12,000	\$30,000	\$60,000	\$300,000
Level 7 - with Performance fee of 80/20	\$8,000	\$16,000	\$40,000	\$80,000	\$400,000
Level 8 - with Performance fee of 90/10	\$10,000	\$20,000	\$50,000	\$100,000	\$500,000

Initial Amount - with Performance fee of 50/50	25,000 Kč	50,000 Kč	100,000 Kč	200,000 Kč	1,000,000 Kč
<i>1st Payout available!</i>					
Level 1 - with Performance fee of 55/45	25,000 Kč	50,000 Kč	100,000 Kč	200,000 Kč	1,000,000 Kč
Level 2 - with Performance fee of 60/40	37,500 Kč	75,000 Kč	150,000 Kč	300,000 Kč	1,500,000 Kč
Level 3 - with Performance fee of 60/40	50,000 Kč	100,000 Kč	200,000 Kč	400,000 Kč	2,000,000 Kč
Level 4 - with Performance fee of 70/30	75,000 Kč	150,000 Kč	300,000 Kč	600,000 Kč	3,000,000 Kč
Level 5 - with Performance fee of 70/30	100,000 Kč	200,000 Kč	400,000 Kč	800,000 Kč	4,000,000 Kč
Level 6 - with Performance fee of 80/20	150,000 Kč	300,000 Kč	600,000 Kč	1,200,000 Kč	6,000,000 Kč
Level 7 - with Performance fee of 80/20	200,000 Kč	400,000 Kč	800,000 Kč	1,600,000 Kč	8,000,000 Kč
Level 8 - with Performance fee of 90/10	250,000 Kč	500,000 Kč	1,000,000 Kč	2,000,000 Kč	10,000,000 Kč
Initial Amount - with Performance fee of 50/50	¥200,000	¥500,000	¥1,000,000	¥2,000,000	¥5,000,000
<i>1st Payout available!</i>					
Level 1 - with Performance fee of 55/45	¥200,000	¥500,000	¥1,000,000	¥2,000,000	¥5,000,000
Level 2 - with Performance fee of 60/40	¥300,000	¥750,000	¥1,500,000	¥3,000,000	¥7,500,000
Level 3 - with Performance fee of 60/40	¥400,000	¥1,000,000	¥2,000,000	¥4,000,000	¥10,000,000
Level 4 - with Performance fee of 70/30	¥600,000	¥1,500,000	¥3,000,000	¥6,000,000	¥15,000,000
Level 5 - with Performance fee of 70/30	¥800,000	¥2,000,000	¥4,000,000	¥8,000,000	¥20,000,000
Level 6 - with Performance fee of 80/20	¥1,200,000	¥3,000,000	¥6,000,000	¥12,000,000	¥30,000,000
Level 7 - with Performance fee of 80/20	¥1,600,000	¥4,000,000	¥8,000,000	¥16,000,000	¥40,000,000
Level 8 - with Performance fee of 90/10	¥2,000,000	¥5,000,000	¥10,000,000	¥20,000,000	¥50,000,000