

**THE LEGAL AGREEMENT SET OUT BELOW GOVERNS YOUR USE OF THE ZULU TRADE LTD SERVICES. TO AGREE TO THESE TERMS, CLICK "AGREE". IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE THE SERVICES.**

## SIGNAL PROVIDER SERVICES AGREEMENT

**WHEREAS**, Zulu Trade LTD ("ZuluTrade") is in the business of introducing retail off-exchange foreign currency, Binary Options and CFD (collectively, "Forex") accounts and providing services to customers who may be interested in opening and maintaining accounts trading in Forex;

**WHEREAS**, the Signal Provider is in the business of developing and providing Forex trading signals and systems;

**WHEREAS**, certain customers of ZuluTrade, its subsidiaries and affiliates (collectively, "ZuluTrade Group") may wish to utilize the trading signals generated by systems developed by the Signal Provider;

**WHEREAS**, the Signal Provider desires to receive compensation for providing ZuluTrade Group customers with access to trading signals generated by systems developed by the Signal Provider;

**WHEREAS**, the parties desire to memorialize their agreement regarding the compensation to be received by the Signal Provider as the result of ZuluTrade Group customers having access to trading signals generated by systems developed by the Signal Provider;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter recited, the receipt and sufficiency of which are hereby acknowledged, and other good and valuable consideration, the parties agree as follows:

### 1. Incorporation of Recitals

Each of the foregoing recitals is incorporated by reference herein and made a part hereof.

### 2. Access to Trading Signals

The Signal Provider has developed certain trading systems ("System") designed to generate trading signals to be used in trading Forex products. The Signal Provider shall provide ZuluTrade access to its trading signals for the purpose of trading customer accounts introduced by ZuluTrade Group pursuant to such signals. The trading signals shall be provided to ZuluTrade in the manner acceptable to ZuluTrade.

### 3. Identification Confirmation

Within five (5) business days of the Effective Date of this Agreement, the Signal Provider shall provide ZuluTrade with sufficient evidence of the Signal Provider's identity as proof, as required by ZuluTrade's Compliance Department and as necessary for account completion. For the purpose of confirming the Signal Provider's identity, the Signal Provider shall produce a copy of

the Signal Provider's valid passport, driver's license, government identification card or any other government-issued document evidencing nationality or residence and bearing a photograph or other safeguard. In the event the Signal Provider is a corporate entity, the Signal Provider shall provide its formation documents and information sufficient for ZuluTrade to determine the corporate or business entity's identity, and the authority of its business representative to act on its behalf, as well as the business representative's identity.

#### 4. Compensation

- i. In consideration for providing ZuluTrade with access to the trading signals generated by the System, ZuluTrade agrees to pay the Signal Provider the compensation fees as posted on ZuluTrade's website. The remuneration paid to the Signal Provider will constitute full payment for access to the trading signals generated by the System, and the Signal Provider will not receive any additional benefits or compensation under this Agreement. ZuluTrade shall have the sole discretion to amend, replace, vary, and cancel the compensation fees due and payable to the Signal provider by providing a notice. The payment of compensation fees will be processed by ZuluTrade or other affiliate entity.
- ii. Signal Provider's compensation is calculated on a monthly calendar basis. Payment requests can include accrued revenues for only the previous month(s), up to the end of the calendar month prior to the request. For each specific calendar month that a Signal Provider presents a negative Total Monthly PnL performance in pips, the Signal Provider will not be compensated. Total Monthly PnL includes unrealized PnL deriving from the end of month valuation of the Signal Provider's open positions.
- iii. ZuluTrade values the safety of its followers' capital as an utmost priority. For this reason, Signal Providers who apply abusive trading behavior, introducing high risks to their followers, will be examined carefully and if deemed malicious, they will be refused compensation and may be banned from the ZuluTrade services. In order to avoid extremes, Signal Providers are required to comply with a minimum set of guidelines that aim to reduce risks, such as No positions should be allowed to reach losses of 700 pips or more. The use of stop loss at reasonable values is mandatory to ensure followers' safety. A Signal Provider's maximum total draw-down should not exceed their profit in pips (Max DD % should not be greater than 100%). This applies once there is an adequate record of provider's performance, e.g. once overall PnL exceeds 1000 pips. Note that the above thresholds in pips are indicative for basic FX pairs. Please assume equivalent amounts for exotic pairs including XAU, XAG or CFDs.
- iv. The compensation fees set forth in this section 4 shall not be payable to Signal Providers if a) ZuluTrade determines that such payment would violate any laws or rules to which ZuluTrade Group or the Signal Provider is subject; or b) ZuluTrade at its sole discretion deems it

necessary to withhold the compensation fees for reasons arising from, but not limited to, customer complaints, any government body investigation or complaint, or any legal issue.

- v. For the avoidance of doubt, ZuluTrade will not compensate any Signal Provider that resides in Japan, unless such Signal Provider is registered with the FSA as an Investment Advisory and Agency Business Operator. For the purposes of this Agreement, "Japan Resident" shall mean any natural person resident of Japan; any company, partnership or other legal entity created or organized under the laws of any jurisdiction of Japan.

## 5. The Signal Provider's Exempt Status

The Signal Provider represents and warrants that it does not direct or guide any customer accounts or provide trading advice based on, or tailored to, the commodity or Forex interests or cash market positions or other circumstances or characteristics of any customer. The Signal Provider further represents that it has obtained all required domestic and foreign governmental and regulatory licenses or registrations as may be necessary to carry out its obligations and duties under this Agreement, or is exempt from such registration or licensure.

## 6. Method of Performing Services

In performing the services set forth herein, the Signal Provider shall comply fully at all times with all applicable laws, rules and regulations governing the trading of Forex and any other governmental and self-regulatory authorities or organizations having jurisdiction over it.

## 7. Warranties

The Signal Provider understands that ZuluTrade respects proprietary rights and does not desire to acquire from the Signal Provider any trade secrets or confidential information. The Signal Provider represents and warrants to ZuluTrade that: (a) it is not under any pre-existing obligation inconsistent with the terms of this Agreement; and (b) the services to be performed under this Agreement will be the Signal Provider's original work, free and clear of any claims or encumbrances of any kind, and will not infringe any patent, copyright, trademark or other proprietary right or infringe upon a trade secret of any person or entity.

## 8. Promotional Material

The Signal Provider agrees that it will not use or disseminate any promotional material referencing ZuluTrade without obtaining ZuluTrade's written permission.

## 9. Disabling of Account

- i. A Signal Provider account is considered inactive if there is no trading activity for a certain period of time. All Provider accounts that have been inactive for more than 3 months will be

permanently suspended. Especially for Provider accounts linked with MT4 terminals, the permitted inactivity period is limited to 1 month.

- ii. ZuluTrade may at its sole discretion disable Signal Provider's account at anytime for any of the following reasons: abuse of the system wherein the Signal Provider sends large amounts of trades, suspicious activity regarding false personal identification or other reasons not described in this Agreement.

## 10. Termination

- i. Either party may terminate this Agreement at any time without cause at any time by prior written notice to the non-terminating party of such termination.
- ii. In the event either party defaults in the performance of its obligations under this Agreement, the non-defaulting party may terminate this Agreement effective immediately upon the giving written notice of the default to the other party.
- iii. Termination of this Agreement, however caused, shall not release either party from any liability or responsibility to the other with respect to all terms, covenants and conditions contained herein, all of which shall survive the termination of this Agreement. In addition, the termination of this Agreement shall not affect any of the rights or obligations of either party arising prior to or at the time of termination of this Agreement, or which may arise by any event causing the termination of this Agreement.

## 11. Indemnification

The Signal Provider shall indemnify, hold harmless and defend ZuluTrade, its principals, shareholders, officers, directors, employees, representatives, agents or affiliates from and against any and all losses, claims, damages and liabilities to which any person indemnified herein may become subject under any state, provincial or national law, any rule or regulation promulgated under any of such acts or laws, including those of any financial self-regulatory agency or organization, or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of, or are based upon:

- i. a material breach by the Signal Provider of this Agreement; or
- ii. a violation by the Signal Provider of any applicable law, rule or regulation, except to the extent damages claimed result from the actions of ZuluTrade, or any of its respective principals, officers, directors, employees, representatives, agents or affiliates if such actions constitute: (A) a violation by such person or entity of any applicable law, rule or regulation; or (B) gross negligence, bad faith, or willful misconduct.

The Signal Provider shall reimburse any and all persons indemnified herein for any legal or other expenses (including attorney's fees) reasonably incurred by any of them in connection with investigating or defending any action or claim covered by this indemnity.

## 12. Independent Contractor

For purposes of this Agreement, the Signal Provider is an independent contractor, and not an employee or agent of ZuluTrade, nor shall anything herein be construed as making the Signal Provider a partner or co-venturer with ZuluTrade or any of its affiliates or other clients. Except as provided in this Agreement, the Signal Provider shall have no authority to bind, obligate or represent ZuluTrade.

## 13. Miscellaneous

- i. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, ZuluTrade may assign or novate any of its rights, benefits or obligations under this Agreement. Signal Provider may not assign, novate, transfer, encumber, license all or any part of this Agreement or any rights, benefits, or obligations under this Agreement without the prior written consent of ZuluTrade, which consent will not be unreasonably withheld.
- ii. The Agreement shall be governed by and construed in accordance with the laws of Cyprus. For purpose of any action or proceeding involving any matter arising out of or relating to this Agreement, the Parties hereto agree to submit to the exclusive jurisdiction of the courts of Cyprus.
- iii. All captions used in this Agreement are for convenience only, are not a part hereof, and are not to be used in construing or interpreting any aspect hereof.
- iv. This Agreement may be executed in counterparts, each such counterpart to be deemed an original, but which all together shall constitute one and the same instrument.
- v. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters referred to herein, and no other agreement, verbal or otherwise, shall be binding among the parties unless it is in writing and signed by the party against whom enforcement is sought.
- vi. ZuluTrade shall have the right, at any time and under its sole and absolute discretion, to change and/or amend the terms and conditions of this Agreement. The Signal Provider agrees that any new format of this Agreement which shall be posted on ZuluTrade's Website shall be considered as sufficient provision of notice for the changes and/or amendments made in such new format and shall become effective as of the date of posting it as aforesaid.

- vii. No waiver of any provision of this Agreement may be implied from any course of dealing between or among any of the parties hereto or from any failure by any party hereto to assert its rights under this Agreement on any occasion or series of occasions.
- viii. The provisions of this Agreement shall survive the termination of this Agreement with respect to any matter arising while this Agreement was in effect.
- ix. Any invalid or unenforceable provision of this Agreement shall not affect any other provision hereunder and the remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be overbroad, invalid or unenforceable by a court of competent jurisdiction, the parties agree that the court may modify or amend such provision to allow for enforcement to the maximum extent permitted under the law.