

TERMS AND CONDITIONS OF SALE APPLICABLE TO FOREX FAST TRACK AND STOCKS FAST TRACK PROGRAMME IN THE UNITED KINGDOM

IMPORTANT: PLEASE READ THIS AGREEMENT BEFORE PURCHASE YOUR ACCEPTANCE IS INDICATED BY TICK BOX ON THE PAYMENT PAGE

1 DEFINITIONS

In these terms and conditions:

- 1.1 **“Company Trading Account”** or **“CTA”** means a trading account more particularly described in clause 4 of this Agreement.
- 1.2 **“Enrolment Date”** means the date of sale as set out on your invoice and on which you enter into this agreement
- 1.3 **“Intellectual Property Rights”** means patents, trademarks, copyrights, database rights, design rights, applications for registration of any of the foregoing and all rights of like nature arising or subsisting anywhere in the world whether registered or unregistered.
- 1.4 **“Materials”** means any materials created or distributed by LTT in connection with the Courses.
- 1.5 **“New Net Profit”** means profit You make through Your Company Trading Account which exceeds, in amount, the Opening Balance.
- 1.6 **“Programme Content”** means any of the programmes described at Schedule 2 and, subject to your attendance at the Fast Track Webinar, access to a £10,000 Company Trading Account.
- 1.7 **“Programme Price”** means the total amount paid for the Programme as specified on Your invoice.
- 1.8 **“Recording”** means still images, video and audio recordings.
- 1.9 **“LTT Associates”** shall mean all of, LTT, and its agents, officers, employees, affiliates, speakers and sponsors.
- 1.10 **“LTT”, “we” or “us”** means Learn to Trade Limited, a company registered in England with company number 07655992 with a registered office at Suite 3, First Floor, Steeple House, Church Lane, Chelmsford, CM1 1NH.
- 1.11 **“Scalping”** has the meaning given in clause 4.2.11.
- 1.12 **“Working Day”** means a day (other than a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for the transaction of normal banking business.
- 1.13 **“You”, “Your”** means the customer who has entered into this Agreement.
- 1.14 Clause and paragraph headings shall not affect the interpretation of this Agreement.

2 THE PROGRAMME

- 2.1 In exchange for payment of the Programme Price, we will provide you with the relevant Fast Track Webinar as described at Schedule 2.
- 2.2 Subject to your attendance and completion of this webinar you will be eligible for one Ten Thousand Pound Company Trading Account (£10,000) Company Trading Account per type of Programme (Forex or Stocks) as described at Schedule 2.
- 2.3 For the avoidance of doubt that means if you attend and complete one Forex Fast Track Webinar and one Stock Fast Track Webinar you will be eligible for two (2) £10,000 accounts. If you purchase further Fast Track Programmes (Forex or Stocks) you will not be entitled to any further accounts.
- 2.4 The operation of the Company Trading Account is subject to the terms and conditions at clause 4.
- 2.5 The Programme Content will be delivered via webinar and is deemed digital content.

3 PRICE AND PAYMENT

3.1 A full payment of the Programme Price is required on the Enrolment Date.

4 COMPANY TRADING ACCOUNT

4.1 A “**Company Trading Account**” or “**CTA**” is intended to help You develop Your trading skills and confidence.

4.2 CTA operating rules

4.2.1 The Company Trading Account is limited to one account per Programme, and you must provide a valid e-mail address and mobile telephone number for account verification purposes.

4.2.2 Your CTA may operate via MT4 or via Smart Charts if you hold the relevant subscription.

4.2.3 If your CTA operates on Smart Charts you must trade consistently with our Strategies and trading risk management disciplines.

4.2.4 You must comply with the terms of this Agreement, subject to such revisions as we may make from time to time.

4.2.5 Your eligibility for profit payments at clause 4.3 is dependent on Your ongoing compliance with this clause 4.

4.2.6 The Opening Balance may be a mix of cash and/or margin and You will be provided with logins enabling You to trade this CTA. The account may operate on demo or another server.

4.2.7 Trading the CTA using any signals provided in the Ideas tab of Smart Charts is strictly prohibited.

4.2.8 Your CTA will operate with a leverage of 25:1.

4.2.9 You will place at risk no more than 2% of Your CTA balance on any one trade.

4.2.10 You may not lose more than 5% of Your CTA opening balance.

4.2.11 We may deem an activity as “**Scalping**” if an Order or Trade on Your CTA has any of the below characteristics. These apply to any financial instrument traded via Your CTA:

(a) The Trade is opened and closed within three (3) minutes (i.e., the order for the closing trade follows the order for the open trade in three (3) minutes or less).

(b) An opposing trade is placed within three (3) minutes of another trade being opened thus creating a fully or partially hedged position (also known as a ‘locked position’);
or

(c) The Order for opening or closing the trade is placed on a latent price.

4.2.12 We do not provide spreads and liquidity to enable Scalping. Scalping is a breach of this Agreement. If, acting reasonably, we determine that you have engaged in Scalping on your CTA then we may (without detracting from our other legal rights or remedies):

(a) Immediately terminate Your CTA account.

(b) Void any trade (i.e., treat the trade as if it had never taken place) which was part of Scalping activity.

(c) Close any trade on the basis of our then and current process which was part of any Scalping activity; and/or

(d) Amend any trade on your behalf, so that it operates as it would have, as if the order was executed in the absence of Scalping.

- 4.2.13 We can exercise the above rights even if You have entered into (or refrained from entering into) arrangements with third parties relating to the relevant trade and even if You may suffer a trading loss as a result.
- 4.2.14 You must not use any expert advisers, robots, copy trading software, artificial intelligence, ultra-high speed, or mass data entry that could manipulate or abuse our systems or services or give you an unfair advantage.
- 4.2.15 You must not, intentionally, or unintentionally, use trading strategies that take advantage of errors in the Services, such as inaccuracies in displayed prices or delays in their updates.
- 4.2.16 You are prohibited from engaging, either alone or in cooperation with others, in any trades or combination of trades across connected accounts or accounts held with MT4 or Smart Charts if the purpose of such trades is to manipulate trading. Examples of such manipulation include entering into opposite positions simultaneously.
- 4.2.17 You must not, intentionally, or unintentionally, place trades that take advantage of errors in the accounts, such as inaccuracies in displayed prices or delays in their updates.
- 4.2.18 You must not execute trades on your CTA using an external or slow data feed.
- 4.2.19 You must not perform gap trading on your CTA (i.e. by opening trades during scheduled major global news, macroeconomic events, or corporate reports, or earnings that may affect the relevant financial market for trading financial instruments).
- 4.2.20 You must not perform trades on your CTA that are inconsistent with the way trading is typically carried out in the forex or any other financial market. This includes but is not limited to:
- (a) Opening positions with sizes that are noticeably larger than those of Your other trades; and
 - (b) Opening positions with numbers that are noticeably smaller or larger than those of Your other trades.
- 4.2.21 You must avoid any activities using your CTA that may cause financial or other harm to us, such as over leveraging, overexposing, making one sided bets or account rolling.
- 4.2.22 If You breach any operating rule or instruction, Your CTA will be automatically suspended and reviewed by the Risk manager who may require You to undertake further coaching before approving the reactivation of Your CTA. If the Risk manager is satisfied that You are able to continue, Your CTA will be reactivated subject to the sole discretion of the Risk Manager (acting reasonably) based on their review.
- 4.2.23 Any money including the opening balance that we place in Your CTA belongs to Us. You shall have no rights in or to such money other than the ability to use it to trade while Your CTA remains open and operational. Should Your account be closed or deactivated, You shall be entitled to Your profit share of any New Net Profit but shall have no right to any other monies in that account, which shall remain Our property.
- 4.2.24 You are prohibited from topping up Your CTA using Your own cash.
- 4.2.25 You acknowledge that funds cannot be withdrawn from the CTA, nor can it be closed by You.
- 4.2.26 We reserve the right to access Your CTA at any time, in order to perform risk management due diligence on Your activities.
- 4.2.27 You agree to reimburse Us in full respect for all losses and expenses we incur as a direct consequence of You breaching this Agreement.

4.3 Profit sharing and invoicing

- 4.3.1 Subject to Your compliance with clause 4 if the CTA's balance is above the opening balance at the end of a calendar quarter, You will be eligible to receive up to the equivalent of 80% of that profit (Your "**Profit Share**") above the opening balance ("**New Net Profit**").
- 4.3.2 The remaining 20% Profit Share will be retained by SC, and the CTA's balance returned to the opening balance for the next calendar quarter. If the CTA's balance is below the opening balance at the end of the calendar quarter there will be no change to that balance, and no fee rebate.
- 4.3.3 If, at the end of any calendar quarter, Your account stands in profit (i.e., You have made New Net Profit) You may claim Your Profit Share. For the avoidance of doubt profit is calculated based on open P&L and closed trades.
- 4.3.4 The minimum profit share you can claim per calendar quarter is £100. Any profit below £100 can be accrued to the next quarter and if your profit is in excess of £100 in the subsequent quarter you may then claim Your Profit Share.
- 4.3.5 To claim your Profit Share You must submit an invoice to us after the end of the calendar quarter (so after 31 March, 30th June, 30 September and 31st December). At the end of each calendar quarter 80% of any profits over £100 will be debited and made available for your profit share. We will retain the remaining 20% of the New Net Profit.

4.4 **TERMINATION**

- 4.4.1 The CTA may be terminated by either party giving not less than 30 days' notice to the other or immediately if:
 - (a) Your CTA is inactive for more than 60 days.
 - (b) You breach this Agreement.
 - (c) Required by applicable law or regulation.
 - (d) You already hold the maximum number of permitted CTA as described at clause 2.2
 - (e) The CTA balance falls 5% or more below the opening balance at any time; or
 - (f) Your trading is insufficiently risk managed in the sole opinion of the Risk Manager.
- 4.4.2 You will be notified in writing if Your CTA is to be paused or closed.
- 4.4.3 Unless the CTA is revoked for any of the reasons set out at 4.4.1 (a) – (f), when Your CTA is closed any New Net Profit owing to You (being Your Profit Share of any such Net New Profit) will be paid to You within 30 Working Days of You invoicing Us for the same.
- 4.4.4 In the event Your account is closed under clause 4.4.1 (a) – (f), any New Net Profit (including any Profit Share) will automatically be lost. You will not be able to invoice Us for such amounts.

5 **INTELLECTUAL PROPERTY**

LTT shall have sole title and ownership of all Intellectual Property Rights in the Materials and Recordings or otherwise created in the provision of any of its services.

6 **LIABILITY**

- 6.1 LTT, and LTT Associates shall not be liable to You, or to any other third parties, for any of the following:
 - 6.1.1 loss or damage which was not reasonably foreseeable by us when this Agreement was entered into.

- 6.1.2 any breach of this agreement or delay which is caused by factors outside of Our reasonable control. If we are affected by a factor outside of our reasonable control, then we will tell You about it.
 - 6.1.3 any avoidable losses, being losses, You could have avoided by taking reasonable action.
 - 6.1.4 any loss of business You suffer.
 - 6.1.5 any loss of profits You suffer.
 - 6.1.6 any loss of anticipated savings You suffer; and
 - 6.1.7 any other loss or expense You incur which is not attributable to Our breach of this Agreement or Our negligence.
- 6.2 The total liability of LTT, and LTT Associates, in contract, tort, misrepresentation or otherwise arising in connection with this Agreement shall be limited to the Programme Price paid by You.
- 6.3 The terms of this Agreement do not affect Your statutory rights. Additionally, they do not exclude or limit any liability which cannot be excluded or limited as a matter of law.

7 WARRANTIES AND ACKNOWLEDGEMENTS

- 7.1 LTT warrants that its services will be provided with reasonable skill and care. Except for:
- 7.1.1 warranties which are implied as a matter of law and cannot be lawfully excluded (including statutory rights); and
 - 7.1.2 warranties set out elsewhere in this Agreement,
- LTT gives no other legal assurances about its services and all implied warranties and conditions are hereby excluded to the fullest extent permitted by law.
- 7.2 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties in relation to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation (save for any fraudulent representation), assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 7.3 We may make reasonable amendments to this Agreement from time to time by giving You notice in writing. The changes take effect from the end of the notice period. In particular, we may make changes to comply with changes in the law, regulation or best practice in our industry.
- 7.4 Any alterations requested by You only take effect once agreed in writing (excluding email) and signed by an authorised representative of LTT.
- 7.5 You acknowledge that LTT and LTT Associates are not brokers or investment advisers and that neither LTT or LTT Associates have represented to You that a profit can be made from any investment activity whatsoever. Any investment examples cited are for illustration purposes only and are not recommendations. Any decision to invest in any finance or investment product is made solely by You, and LTT, LTT Associates have no liability to You in respect of any such activities or the consequences thereof. You should consider seeking advice from a regulated financial advice or stockbroker should You wish to make investments.

8 CANCELLATION

- 8.1 Subject to clause 8.2 and 8.3 you may cancel this Agreement on or before the 14th day from Your Enrolment Date (the “**Cancellation Period**”) by e-mailing fft@learntotrade.co.uk with the subject ‘Cancellation’ or You may use the form provided at Schedule 1 below. If You cancel within this 14-day period, payments made in respect of the Programme Price will be refunded to You.
- 8.2 Cancellation or termination of this Agreement after the Cancellation Period does not affect Your obligation to pay the Programme Price and We will not refund any part of the Programme Price.

8.3 The Programme Content contains digital content (the Fast Track Webinar). If You have instructed Us to give You access to the digital content during the Cancellation Period, then You will not be able to cancel this Agreement and You will not be entitled to a refund. For avoidance of doubt your participation in the Fast Track Webinar will mean you will not be able to Cancel this Agreement and you will not be entitled to a refund.

8.4 Cancellation or termination of this Agreement shall be without prejudice to any rights which have accrued prior to such date and, without limitation, the rights and obligations contained in clauses 1 4, 5, 6, 7, 9 and 10 shall survive any termination or cancellation.

9 COMPLAINTS

For details of our complaint's procedure, or to make a complaint, please email us at fft@learntotrade.co.uk.

10 DATA PROTECTION

To understand how we process personal data in relation to this Agreement, please read our Privacy Notice.

11 MISCELLANEOUS

11.1 **We can transfer the Agreement, so that a different organisation is responsible for supplying Our services.** We will tell You in writing if this happens and we will ensure that the transfer will not affect Your rights under the Agreement.

11.2 **If a court invalidates some of this Agreement, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

11.3 **Nobody else has any rights under this Agreement.** This Agreement is between You and Us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

11.4 **Even if We delay in enforcing this Agreement, We can still enforce it later.** We might not immediately chase You for not doing something or for doing something You're not allowed to, but that doesn't mean We can't do it later.

11.5 **Governing law and jurisdiction.** This Agreement shall be governed by the laws of England The parties irrevocably agree that the courts of England shall have the exclusive jurisdiction to settle any dispute or claim arising under or in connection with this Agreement.

SCHEDULE 1 - MODEL CANCELLATION REQUEST FORM

TO: LEARN TO TRADE LIMITED,

TELEPHONE NUMBER: 020 3900 3090

EMAIL: fft@learntotrade.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/ for the supply of the following service [*],

Ordered on [*] received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date:

[*] Delete as appropriate".

SCHEDULE 2 - PROGRAMME AND CONTENT

(A) FOREX FAST TRACK PROGRAMME

- (I) Half day webinar on Forex Trading
- (II) One (1) £10,000 Company Trading Account on condition you attend and complete the Forex Fast Track Webinar

(B) STOCKS FAST TRACK PROGRAMME

- I) Half Day Webinar on Stocks Fast Track Webinar
- II) One (1) £10,000 Company Trading Account on condition you attend and complete the Stocks Fast Track Webinar