

Trader Contract

Between
EnFoid Pte. Ltd.
23 New Industrial Road,
#04-08 Solstice Business Center,
Singapore 536209
referred to as "EnFoid"

And

The Trader
Address
Town, Zip, Country
Referred to as "Trader"

Together conclude this Contract

1. The trader has the right to perform simulation of trades on the financial market on a Cash and/or CFD basis through a special customer demo account provided by EnFoid hereinafter referred to as the "trader account". The trader account shall be accessible to him or her subject to the conditions laid out in this contract. Also detailed are the traders rights to remuneration, which EnFoid will honour under the conditions of this contract.
2. The trader acknowledges that the "trader account" is a demo version which does not perform live trades on financial markets. It is at the sole discretion of EnFoid which trading activities will be mirrored and executed in the live environment.
3. The trader is entitled to a remuneration for trading which is calculated according to the performance achieved on the traders demo account. Billing takes place in monthly cycles from the first business day after the account was created. Billing is calculated by subtracting the the value of the initial capital from the closing balance. The resulting traders remuneration is then calculated as 50% of that value. The remuneration is then payable and will be settled within 15 days to the traders EnFoid account.
4. There is no connection between the trader account and the EnFoid account. The EnFoid account is purely for the purpose of receiving and holding remuneration, interest, deposits and commissions by the trader.

In the event of this contract being voided, any funds in the individuals EnFoid account are legally their own and can be accessed as per the agreement the trader made with EnFoid at the time of registration.

5. EnFoid does not provide any instruction to the trader regarding the instruments or trading method undertaken.
6. EnFoid reserves the right to contact the Trader and provide support if the trading methods or instruments employed are likely to result in a breach of the contract.

7. The trader has to trade at least 10 days per calendar month and will be required to open at least one market position on each of these days.
8. "the Day" is defined by CEST (Central European Summer Time).
9. The maximum daily aggregated loss on the traders account each working day must not exceed 5% of the Deposit. This is calculated as the sum of opened and closed positions on the given day.
10. The value of the initial capital must not fall below 90% of the initial balance. This is for both open and closed positions, including fees like, but not limited to, commissions and swaps.
11. No trading positions must be opened on the traders account outside the business hours of the traded instrument.
12. The trader shall not perform trading activities during the period starting 5 minutes before through to 5 minutes after macro economic news releases. These are detailed on the EnFoid Website for Clarification under <https://www.enfoid.com/prop/restrictions>.
13. When there are extraordinary events (elections etc.) the trader will be notified via Discord chat or by e-mail to the email address provided and selected in the EnFoid user account.
14. The trader will only conduct trading activities on any of the instruments listed in appendix A.
15. The trader shall not perform any trading activities that would constitute the violation of:
 - (i) the operation of real financial market,
 - (ii) the current General Terms and Conditions of the broker,
 - (iii) the current General Terms and Conditions of EnFoid,
 - (iv) the limitations set out in point 2 of this Contract,
 - (v) generally binding regulations valid in Singapore.
16. Any transactions in violation of the above terms will not be eligible for billing/ remuneration as stated in Article 3 of this contract.
17. In the event of a breach of any of the above rules, all positions on the broker's platform will be closed immediately and the traders account will be blocked.
In such cases, EnFoid has the right to terminate this contract under the conditions of Article 26.
18. The trader acknowledges that trading may fulfil the features of an investment service according to Division 2 23B of the FINANCIAL ADVISORS ACT (chapter 110) on financial advisers. By signing this agreement, the Trader undertakes to conduct trading in accordance with generally binding regulations valid in Singapore and to provide all necessary permits for it's activities.
19. The trader shall notify EnFoid of an of their interest held in any business or any other activities pertaining to property or benefits which would represent a conflict of interest with EnFoid.
20. The trader will maintain confidentiality of all information received in connection this this contract and the trading activities performed.

21. The trader agrees that EnFoid may process (in an automated manner or by other means) the personal data of the trader for the purpose of and to the extent necessary to:

- (i) Fulfil the terms of this contract,
- (ii) Conduct regular performance evaluations of the trader and other providers,
- (iii) To resolve any disputes that arise in connection with this contract,
- (iv) To provide information relating to EnFoid products and services.

In addition to the trader granting consent during provision of services to EnFoid, data may be held and processed for a further three years following termination of the contract. This period may be extended if obligated to archive personal data for a longer period as required by legislation (in which case the trader grants this consent for the appropriate period of time).

22. EnFoid has the right to provide personal data of the trader to third parties and to foreign countries under the terms of the Act on the protection of personal data. EnFoid only has the right to such transfer of personal data of the trader for the purpose and to the extent specified above or if such an obligation is required by law. EnFoid shall inform the trader of the transfer of their personal data pursuant to this paragraph unless the law states otherwise.

23. The Trader has the right to access and correct the personal data. In the event that the Trader finds or believes that EnFoid performs the processing of his or her personal data contrary to the protection of the private and personal life of the Trader or in conflict with the Act on the protection of personal data (in particular, if the personal data are inaccurate), he or she may ask EnFoid to redress.

24. Upon EnFoid's request and at any time after the termination of this Contract, the Trader agrees to return all borrowed tools, other resources, notes, documents, including electronic or other storage media, containing information on the activities of EnFoid, including all copies thereof. Making copies is strictly prohibited.

25. The Contracting Parties expressly acknowledge that the EnFoid's General Terms of Service (seen under <https://www.enfoid.com/legal>) form an integral part of this Contract.

26. This Agreement is concluded for an indefinite period and may be terminated by either party at any time with immediate effect without notice.

27. This Contract is valid digitally signed (pdf) or via 2 hardcopies signed by both parties, one of which was taken over by EnFoid and the other one by the Trader.

28. This contract is subject to the Law of Singapore

Signatures

Date: __ . __ . ____

Date: July 22, 2019

For the Trader

for EnFoid

Appendix A Symbol List

AUDUSD	AUDJPY	AUDNZD	AUDCAD
AUDCHF	CADJPY	CADCHF	CHFJPY
DE30	EURUSD	EURAUD	EURJPY
EURCAD	EURNOK	EURGBP	GBPAUD
GBPCAD	GBPJPY	GBPUSD	GBPNZD
HK50	JP225	NZDCAD	NZDJPY
NZDUSD	USTEC	UK100	US2000
US500	US30	USDSGD	USDTRY
USDCHF	USDZAR	USDMXN	USDBTC
USDCAD	USDJPY	XAGUSD	XAUUSD
SGDJPY	XBRUSD	XTIUSD	

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