

## **RWIB Terms & Conditions for automated trading with S2F**

Royal West Indies Brokers (“RWIB”) offers Clients the ability to follow Trade Signals from Signal Providers at their own discretion. Systems2Follow (“S2F”) offers a platform to choose from different Signal Providers. By accepting these General Terms and Conditions, the Client agrees to the automatic execution of a Signal Provider’s commercial signals on the Client’s securities account at RWIB. These Terms and Conditions do not affect the Terms and Conditions between the Client and RWIB.

Both S2F and the Signal Provider are independent from RWIB. RWIB is not responsible in any way for any acts or failure to act by S2F or a Signal Provider. RWIB is not responsible for any (implicit) communication that has been made by either S2F or the Signal Provider. RWIB is not responsible for any statements made by S2F or the Signal Provider regarding costs, yield or the risk of (the Trade Signals of) the Signal Provider. RWIB neither assesses the competencies and integrity of a Signal Provider. RWIB will not perform any checks on the actions taken by the Signal Provider and will not verify whether S2F or the Signal Provider are acting in conformity with the laws, guidelines, regulations and or codes of conduct to which they are subjected. It is the Client’s own responsibility to check if a Signal Provider has all the necessary legal documents.

### **Article 1 Definitions**

**RWIB:** Royal West Indies Brokers N.V. (“RWIB”) is a limited liability company incorporated in Sint Maarten, with its registered office at Welfare Road 68, Office 211, Puerta del Sol Plaza, Simpson Bay, Sint Maarten D.W.I.

**Systemtrader:** Software which converts Trade Signals into security orders which will automatically be executed on the client’s securities account.

**S2F:** Systems2Follow (“S2F”) is a website, operated by Automated Trading Solutions B.V. d.b.a. Systems2Follow, where the Client and other interested parties can subscribe to a Trading System of a Signal Provider.

**Client:** A person who, through S2F, has subscribed to a trading system and automatically wants to execute the Trade Signals to his personal securities account.

**Trade Signal:** Sale or purchase order for a particular effect of a Signal Provider.

**Signal Provider:** Provider who developed a trading system and who automatically or manually gives sale or purchase orders for certain securities.

**Account Admin:** Part of the Systemtrader where the Client can manage all his chosen subscriptions to Trade Signals of Signal Providers and their associated positions.



## **Article 2 Services**

The Client subscribes to a Signal Provider through S2F to participate in a Trading System from that Signal Provider.

RWIB will facilitate the automatic execution of orders generated by the external trading systems by using the Systemtrader who links the securities account to the Trade Signals from the Signal Provider.

The service from RWIB is limited to receiving and passing orders. RWIB explicitly does not provide investment advice, nor does RWIB manage the individual assets of the Client in any way.

## **Article 3 Transaction and subscription costs**

The Client acknowledges and understands that a Trading System with a lot of different Trade Signals carries high transaction costs, which have a negative impact on the yield. Furthermore, the Client must keep himself well informed of the monthly subscription costs, as this also affects the final return on investment.

RWIB wants to explicitly stress that next to transaction costs which RWIB charges, the Client may also owe fees to S2F. The Client can consult its agreement with S2F or consult the website of S2F.

## **Article 4 Responsibility of the Client**

The Client is responsible for the assessment of the trading system (in what securities is traded, how much risk there is to it, how often the system trades, etc.), for which a subscription is entered into with his own personal securities account, explicitly including understood goals and the readiness to take risks. RWIB only makes inquiries about the Client's knowledge and experience so RWIB can judge whether the relevant service is appropriate for the Client.

The Client himself chooses a Service Provider. The Client acknowledges that RWIB has not given any advice regarding the choice of a Signal Provider or in any other way affected the Client in his choice.

The Client is responsible for the request and approval of his securities account to act within the securities in which the Signal Provider, to which the Client is subscribed, also acts. When the Client hasn't applied for said permission or didn't receive permission, the order(s) relating to that specific effect cannot be executed.

The Client is responsible for adequate financial resources on his securities account in order to follow the Trading System. When the Client's balance falls short, orders which may occur on the chosen Trading System will not be executed. In addition, insufficient balance can result in the platform automatically liquidating positions, because the Client does not have sufficient margin. In this case, the Client should immediately contact RWIB to prevent any new positions to be taken until the Client has raised his balance to the level it can participate again in the Trading System it is operating in.

The Client should always keep an eye on his securities account and the transactions performed, so the Client is well aware of the status of his securities account and the performance of its Trading System.



The Client has the ability to close automatically opened positions before the Trading System closes these positions. If desired, the Client can perform these actions through the Account Admin or by contacting S2F or RWIB. If the Client independently places positions without processing it through the Account Admin or by contacting RWIB, the securities account will no longer run equally with the Trading System and contrary positions towards the Trading System can become effective. RWIB is in that case not liable for any suffered losses or profits.

#### **Article 5           End of Subscription and Execution of Trade Signals**

If the Client wishes to stop his subscription to a Signal Provider, the Client must indicate this to the Signal Provider and S2F. The Client can contact S2F by e-mail [info@systems2follow.com](mailto:info@systems2follow.com) or by phone +1 (721) 5875709. Please verify the website for the most up to date contact information.

If the Client ends a subscription without directly contacting S2F, it may occur that sale and purchase orders of the recently subscribed Trading System will still be executed on the securities account of the Client. RWIB is not liable for any suffered losses or profits.

#### **Article 6           Liability**

RWIB is not liable, under any circumstance, for any negative returns, reduction in value and/or losses and/or loss of income suffered by the Client, other than if, and to the extent that, it is a direct result of intentional tortious acts or gross negligence on the part of RWIB.

In addition, RWIB cannot under any circumstance be held liable by the Client for the acts or omissions of persons related to them or for faults or lack of capacity in computer, communication or other systems, lines, equipment or software used by S2F or other organizations RWIB engaged. Furthermore, if RWIB refers the Client to other parties and/or engages third parties on behalf of the Client, it is not liable or responsible for any acts and/or omissions of these parties.

It is explicitly expressed that RWIB excludes any and every liability for damages related to the execution or non-execution of orders, issued Trade Signals, technical failure of the Systemtrader, technical failure of the Trading Platform and the termination of a subscription.

#### **Article 7           Complaints**

If a Client has a complaint about RWIB's or S2F's service, he can complain, in writing, by stating its account number and a description of the complaint by email to [info@rwibrokers.com](mailto:info@rwibrokers.com) (RWIB) and to [info@systems2follow.com](mailto:info@systems2follow.com) (S2F).

#### **Article 8           General Terms**

RWIB reserves the right to change these Terms and Conditions. The latest version is always available on the website of RWIB, [www.rwibrokers.com](http://www.rwibrokers.com).