

## **TELETRADE D.J. LLC CLIENT AGREEMENT (INDIVIDUAL AND JOINT ACCOUNTS)**

TELETRADE D.J. LLC, registration number 2351 LLC 2022, located at Euro House, Richmond Hill Road, P.O. Box 2897, Kingstown, Saint Vincent and the Grenadines (hereinafter referred to as "Company") provides under the terms of an accession agreement (hereinafter referred to as "Agreement") opening and maintaining margin trading Accounts for trading operations with CFD, currencies and other financial instruments without physical delivery to any capable individual or corporate entity (hereinafter referred to as "Client") on and subject to the following terms and conditions:

## **1. General Provisions**

1.1. This Agreement is an accession agreement. By acceding to this Agreement, the Client agrees to perform all future Trading and Non-Trading Operations on the terms and in the manner prescribed hereby. Accession to this Agreement is realized by way of creation (registration) by the Client of a Personal Page at the Company Website at <https://my.teletrade.org/>.

1.2. Access to the Personal Page is protected with a password generated automatically during registration on the Company Website. All directions issued via Personal Page after entering the password shall be deemed issued by the Client personally.

1.3. This Agreement is no public offer. The Company is entitled to deny accession hereunder at its own discretion without reason.

1.4. Relationship hereunder are also governed by information available at the Company's official website <https://www.teletrade.org/>, as well as by provisions of the following regulations (hereinafter referred to as "Appendices"), which are an integral part hereof and are available at the Company's website:

- Risk Notification ([Appendix No 1](#));
- Regulations for Trading Operations on MetaTrader 4 - Standard Account ([Appendix No. 2](#));
- Regulations for Trading Operations on MetaTrader 4 - NDD Account ([Appendix No. 3](#));
- Non-Trading Operation Regulations (replenishment/withdrawal) ([Appendix No. 4](#));
- Synchronous Trade Service Regulations ([Appendix No. 5](#));
- Bonus Application Regulations/Rules ([Appendix No. 6](#));
- Loyalty Program Regulations/Rules ([Appendix No. 7](#));
- Regulations for Trading Operations on MetaTrader 5 - ECN Account ([Appendix No. 8](#));
- Privacy Policy ([Appendix No. 9](#));
- Regulations for Trading Operations on MetaTrader 5 - ECN Account ([Appendix No. 10](#)).

## **2. Rights and Obligations of the Parties**

2.1. The Client shall:

2.1.1. Comply with all the terms described in Regulations and stipulated hereby;

2.1.2. Transfer funds to the Company's Account as security for its obligations arising in the course of performance of this Agreement and its appendices;

2.1.3. Maintain confidentiality in respect of the information that became available to the Client in the course of performance hereof;

2.1.4. When registering on the Company's Website, provide correct and reliable information for personal identification (identification data) in compliance with the requirements of registration form and client's Profile on the Personal Page; timely inform the Company of the change of identification data by way of making relevant changes on the Personal Page or by any other means defined by the Company;

2.1.5. The Client acknowledges and agrees that the Company shall not be liable for the Client's financial losses resulting from breach of confidentiality, as well as for the Client's and Agent's communication on the Account, which resulted in provision of access to marginal accounts by the Client.

2.2. The Client shall be entitled to:

2.2.1. Perform any Operations stipulated by the Agreement and Regulations, within timeframes and in the manner prescribed by those Regulations;

2.2.2. Deliver to the Company an Order for Money Withdrawal within Free Balance in the manner prescribed by Regulations;

2.2.3. Terminate this Agreement unilaterally without a court decision in compliance herewith at any time;

2.2.4. Change password for accessing the Personal Page at its own discretion at any time or use the password recovery procedure.

2.3. The Company shall:

2.3.1. Provide Operation Services stipulated by Regulations to the Client;

2.3.2. Maintain confidentiality in respect of the information that became available to the Company in the course of performance hereof.

2.4. The Company shall be entitled to:

2.4.1. Terminate this Agreement unilaterally without a court decision at any time, including but not limited to the cases when the Client breaches the terms defined by Regulations or when there is sufficient ground to suggest the Client's attempted unlawful use of the software provided by the Company and the funds transferred to the Company's Account;

2.4.2. Deny some of the Client's Operations if they do not comply with the terms stipulated by Regulations and Agreement;

2.4.3. For Client identification, request at any time upon registration:

2.4.3.1. In respect of individuals: an identification document, residential address verification, bank statement, confirmation of legality of the Client's funds origination, confirmation of ownership of the Client's external accounts, by which means the Client makes replenishments/withdraws money, and any other documents within the international anti-money laundering policy initiated both by the Company and the Company's Counterparties, as well as request physical delivery of the Client's documents in the form of original copies or notarized copies at the Company registration address;

2.4.3.2. In respect of legal entities: registration, constituent documents and documents confirming its status, disclosure of complete information on the type of activity of the legal entity, its beneficiaries, legality of the funds origination within the international anti-money laundering policy initiated both by the Company and the Company's Counterparties, as well as request physical delivery of the legal entities' documents in the form of original copies or notarized copies at the Company registration address.

2.4.4. Suspend certain Operations in case of identification of incorrect or invalid Client data or if the Client failed/refused to submit the requested documents;

2.4.5. Deny conclusion of this Agreement, account opening or Personal Page creation (registration) without reason;

2.4.6. At its own discretion, change the list of Trade Terminals recommended for use for the purpose of this Agreement, in the manner and on the terms provided hereby;

2.4.7. The Client acknowledges and agrees that for the purpose of mutual confidence, the Company may electronically track and record any operations and telephone talks between the Client and the Company.

2.4.8. In the absence of Client's activity (trading and / or non-trading) within the period of 4 years, the Client's Personal Page may be archived.

### **3. Term and Termination of the Agreement**

3.1. This Agreement comes into effect upon its signature in the manner prescribed hereby and shall be valid for an indefinite period of time.

3.2. Any of the Parties may terminate this Agreement unilaterally:

3.2.1. The validity of this Agreement shall be deemed terminated in respect of the Parties upon the Client and the Company's full discharge of mutual obligations under earlier Operations.

3.2.2. The Agreement shall be deemed terminated on the Company's initiative from the date specified in the notification sent by the Company to the Client.

3.2.3. The Agreement shall be deemed terminated on the Client's initiative 5 (five) Business days after the Client's delivery of a notification at the Company's address.

3.3. In the absence of Client's activity (trading and / or non-trading) within the period of 5 years, The Agreement shall be deemed terminated on the Company's initiative, the Client's Personal Page may be deleted, without the right to restore.

#### **4. Responsibility of the Parties**

4.1. Responsibility of the Parties hereof shall be defined by the terms of the Agreement and appendices thereto.

4.2. The Client shall be liable to the Company for the losses incurred by the Company through the Client's fault, including the damage inflicted by non-submission (or untimely submission) by the Client of any documents, which submission to the Company is envisaged by this Agreement and appendices thereto, as well as the damage inflicted upon the Company by any misrepresentation of information contained in the documents submitted by the Client and/or by any abuse of the services rendered to the Client by the Company. The Company shall be entitled to withdraw the said losses from the Client's Account and/or other persons' accounts upon establishment of the Client's ownership of such accounts with the help of the Company's technical features.

4.3. The Company shall not be liable for any discrepancy - in the course of definition of the Client's financial result - between the information displayed in the Trade Terminal/on the Personal Page of the Client and the information available on the Company Server. To eliminate the said discrepancy, the Company shall perform data adjustment in compliance with the information available on the Company Server.

4.4. The Company shall not be liable for the Client's losses if such losses resulted from hacker attacks, malfunction of computer networks or electric communication systems ensuring the Company's operation.

4.5. The Company shall not be liable for any malfunction and/or delay in the operation of Trade Terminals through no fault of the Company, as well as for the Client's losses resulting from such malfunction and/or delay.

4.6. The Company shall not be liable for the results of Operations, decisions on which were taken by the Client on the grounds of the analytical materials provided by the Company and/or third parties. The Client has been informed that the operations performed hereunder imply performance risk and the risk of partial or complete loss of the amount accrued to the Client's Trading Account.

4.7. The Company shall not be liable for any losses the Client may incur in case of theft, loss or disclosure of passwords for accessing the Company's services to third persons. The Client shall be fully liable for safekeeping the passwords and maintaining their protection against any third persons' unauthorized access.

4.8. The Company shall not be liable for any non-performance (improper performance) of its obligations hereunder if their performance was prevented by force-majeure circumstances (force majeure) described in the Risk Notification.

4.9. The Company shall not be liable for any consequential, incidental, or punitive damages incurred by the Client, including but not limited to the loss of profit, loss of anticipated savings or loss of revenue,

even if the Client was informed by the Company of such possible damages. Moral damage is not subject to recovery.

4.10. Notifications and other messages delivered to the Client via an Authorized Representative/Agent or sent at the Client's E-mail/mobile phone number specified by the Client for that purpose, as well as to the Personal Page, or published on the Company's official websites shall be deemed personally served upon the Client.

4.11. The Client acknowledges that all taxes and fees to be withheld from legal entities/individuals in compliance with the legislation of the state of the Client's jurisdiction shall be paid by the corporation represented by the Client or by the Client personally in the prescribed manner. The Client is aware of the fact that the Company provides no recommendations as to the legality, taxation or accounting. The Client releases the Company from any liability related to the payment or nonpayment of tax duties both on the Key Assets on the Client's Account and on the profit received from Transactions performed by the Company for and on behalf of the Client.

## **5. Claims and Dispute Settlement**

5.1. All the disputes and discrepancies between the Company and the Client arising in connection with and out of this Agreement shall be settled by way of negotiations and, in case of a failure, by judicial authorities at the place of the Company's registration in compliance with the pre-arbitration procedure of dispute settlement. Pre-arbitration procedure of dispute settlement shall be deemed observed if:

- a) the form and contents of the claim meet the requirements described in the agreement or regulations;
- b) the claim is delivered at the Company's registration address;
- c) the Client has got acknowledgement of the Company's receipt of the claim;
- d) the term of response to the claim expired.

The term of response to a claim shall be 60 (sixty) calendar days upon its receipt by the Company.

5.2. All claims related to the Operations performed by the Client shall be filed according to the following requirements:

5.2.1. A claim shall be delivered by way of filling out a form on the Personal Page of the Company using a ticket system or by any other way described in a definite appendix to the Agreement regulating the given situation;

5.2.2. The claim shall describe the following information:

- the Client's demands;
- amount of the claim and its well-grounded calculation (if it is subject to monetary assessment);
- circumstances serving as a ground for the demands and their supporting evidence, including reference to the item of this Agreement (and/or appendix hereto) that was breached in the Client's opinion;
- a list of documents and other evidence certified by the Client and attached to the claim;
- other data required to settle the dispute.

5.2.3. The claim shall be sent by the Client to the Company at least on the 3d (third) Business Day upon occurrence of the event serving as a ground for the relevant claim. The Client acknowledges that the delayed filing of a claim shall be sufficient ground for denial of its consideration.

5.2.4. Any easing or delay in payment in respect of the Client on the Company's part, as well as nonperformance or inaccurate performance by the Company of the Client's instructions because of the financial situation or conditions shall not be deemed as the Company's waiver of any rights hereunder.

## **6. Miscellaneous**

6.1. The Parties' relationship hereunder and any disputes arising between the Parties in connection with the performance hereof shall be governed in compliance with the law of the country of the Company's location (registration).

6.2. Any amendments to this Agreement and appendices hereto shall be made by the Company unilaterally. All amendments made by the Company, which are not related to the circumstances specified herein shall come into effect on the date specified by the Company.

6.3. Amendments made by the Company to the Agreement and appendices thereto due to changes in the legislative and regulatory control over the subject hereof, as well as in the rules and Contracts used by the Company to perform its obligations hereunder shall come into effect simultaneously with the enforcement of the changes in the said documents.

6.4. Upon entry into force, all amendments made by the Company shall apply equally to all Clients, including those that signed the Agreement prior to the date when the amendments came into effect.

6.5. In order to ensure that the Client that signed the Agreement becomes aware of the amendments before their entry into force, the Client shall, at least once a week, apply to the Company's Website for the information on such amendments on its own or via its Authorized Persons.

6.6. To realize the purposes defined herein, as well as other information-related tasks, the Company may deliver to the Client information materials according to the contact details provided by the Client.

6.7. The Client (individual), by providing to the Company its personal data, in any form and in any way (while performing any actions on the Company's Website, via the Company's counterparties, etc.), grants its consent to the Company and its partners as to the automated and non-automated processing of the personal data for the purpose of International Financial Market Service Contract performance, promotional campaigns, provision of promotional materials to the Client, information on promotional campaigns and events held by the Company, as well as for other purposes defined by the Company, including: performance of actions related to collection, recording, systematization, accrual, storage, improvement (update, modification), extraction, use, transfer (dissemination, provision of access), anonymization, blocking, elimination, deletion, cross-border transfer of personal data. Consent is granted until expiration of the time of storage of relevant information or documents containing the said information defined in compliance with the current legislation of the Company's location.

6.8. The Client is entitled to use the information posted by the Company or third persons, access to which was granted to the Client as part of services stipulated by the Agreement, solely for the Operations envisaged by this Agreement and its appendices. The Client is not entitled to disseminate, change, supplement or store the said information in its own archives in any way. In any case, the scope of authority granted to the Client in respect of the information posted by third persons cannot exceed the scope of authority granted to the Company by a third person. The Company shall not guarantee that the information posted by third persons is true, accurate, relevant and will be delivered on a permanent basis uninterrupted. The Company shall neither be liable for the outcome of Operations (losses, lost profit, loss of revenue, loss of goodwill, etc.), decisions on which were taken by the Client on the basis of the information posted by the Company or third parties.

6.9. The Client's account may be replenished by transferring the funds to the Company's accounts or accounts of the payment agents authorized by the Company, including, but not limited to Evalanch Ltd, CT House, Office 9A, Providence, Mahe, Seychelles. A complete list of authorized payment agents and their bank details shall be available on the Personal Page and the Company Website.

6.10. The funds deposited/credited by the Client to the Client's Account are meant for the Operations carried out by the Client and for the payment of other services of the Company. The amount of the Client's funds on the Client's Account shall change depending on the performance of certain Operations by the Client. However, the Company shall, on the grounds of a Funds Withdrawal Order received from the Client, perform Debiting of the Funds from the Client's Account in the manner and on the terms prescribed by Non-Trading Operation Regulations, in the amount not exceeding the Free Balance of Funds on the Client's Account and not less than the fee for Funds Debiting withheld by the Company from the amount specified in the Order, in compliance with the rates fixed by the Company for the account management services.

6.11. To cover ongoing administrative, infrastructure, and compliance costs associated with maintaining dormant accounts, the Company reserves the right to charge a monthly service fee from any Client account that shows no trading activity as follows: USD / EUR 50 per month where the Client has not executed any trading operations during a continuous period of three (3) months; USD / EUR 100 per month for each month that the Client meets these criteria where the Client has not logged into the Trading Platform and/or Personal Area for a continuous period of six (6) months; USD / EUR 250 per month for accounts with individual arrangements (e.g. individual leverage, credit funds, zero-spread / commission-free accounts). The fee amount will be deducted directly from the Client's account balance. In no case shall the inactivity fee exceed the available balance of the account.

6.12. Company reserves the right to charge a commission for verification and sending of certified by the Company statements on Client's trading accounts in amount of 10 USD.

6.13. This Agreement can be made with any fully capable individual and any legal entity, except persons being residents of the country of the Company registration, as well as residents of such jurisdictions, including but not limited to the USA, DPRK, and other jurisdictions in compliance with the applicable law. If the agreement is made with a legal entity, a power of attorney issued on behalf of such legal entity is required.



6.14. The Company is entitled to transfer rights and obligations under this Agreement and appendices hereto, fully or partially, to a third person, provided that such person complies with the terms hereof.

6.15. The Company is entitled to prepare and use the texts of Agreement and appendices thereto in the languages other than English. In case of any discrepancies between the text of this Agreement and appendices hereto in English and the relevant texts in other languages, the English text shall prevail.

## **7. Communication**

7.1. The Company may use for Client communication:

- Personal page (Member's Area)
- internal mail of the trading platform;
- registration E-mail;
- phone;
- mailings;
- Company's Website.

The Company shall use the Client's details specified during account was opened or changed by the Client on its Personal Page.

7.2. Any correspondence (documents, announcements, notifications, confirmation, reports, etc.) shall be deemed received by the Client:

- one hour upon its delivery at the Client's E-mail,
- immediately upon its delivery by internal mail of the trading platform;
- immediately on termination of a telephone conversation;
- 7 (seven) calendar days upon sending a mailing.

7.3. The Client shall inform the Company of any changes in its contact details. The Company shall be deemed to have duly fulfilled its obligations and the Client to have received legally valuable notifications upon the Company's delivery of notifications at the details specified on the Personal Page.

7.4. The Client acknowledges that its telephone conversations with the Company may be recorded on magnetic or electronic media. These records shall be owned by the Company and may serve as evidence of the Client's orders.