

## TERMS AND CONDITIONS

Customer agreement (“Agreement”) is entered into and between Evalanch Ltd “ The Company” with registered office at CT House, Office 9, Providence, Mahe, Seychelles and the undersigned individual or legal entity, including corporation, limited liability company, trust or partnership (as applicable, “Customer”) that wants to open a Customer Account (“Account”) with The Company (“TenTrade”).The Company is regulated as Securities Dealer by the Seychelles Financial Services authority under license number SD082.

In consideration of The Company agreement to carry one or more Accounts of Customer and provide services to Customer in connection with the purchase and sale of over-the-counter foreign currency exchange, CFD, or other derivatives contracts (“FX”), Customer agrees as follows:

### A. TRADING

#### 1. AUTHORIZATION TO TRADE

Subject to the terms and conditions of this Agreement and acceptance of Customer’s application to open an Account with Evalanch Ltd, Customer hereby authorizes The Company to maintain one or more Accounts in Customer’s name and engage in FX transactions for Customer’s Account in accordance with oral, written, or electronic instructions by Customer and its officers, partners, principals, employees, or other agents (“Representatives”). Customer will bear the risk of all unauthorized instructions by its Representatives and will indemnify and hold The Company harmless from all claims, liabilities, losses, damages, fees, costs and expenses relating to or arising from The Company reliance on such instructions, including any improper, unauthorized or fraudulent instructions by the Representatives, except in cases of gross negligence or wilful misconduct by The Company. Unless expressly stated otherwise in writing, all transactions entered into between The Company and Customer shall be governed by the terms of this Agreement, as amended from time to time (including, without limitation, The Company Risk Disclosure. Finally, I confirm that I am aged 18 years or over and that the information provided by me in this application is accurate and correct. Disclosures and Trading Policies and Procedures).

### B. ACCOUNTS

#### 1. ACCOUNT APPROVALS AND MAINTENANCE.

The Company may reject Customer’s application or close Customer’s Account for any reason, at The Company sole and absolute discretion. The Company may require Customer to provide The Company with additional information or documentation in order for The Company to continue carrying Customer’s Account. Customer acknowledges that The Company may, at any time in its sole and absolute discretion, restrict trading, disbursements, or transfers. The Company may amend, change, revise, add or modify the Agreement at any time. The most current Agreement will be posted to The Company Website <https://tentradecom>. Customer understands that this Agreement cannot be modified by any verbal statements or written amendments that Customer seeks to make to the Agreement without written acceptance from the General Counsel of The Company Customer acknowledges and agrees that Accounts

are segregated in the The Company books and records only, and Customer's funds are not FDIC-insured and are deposited with a liquidity provider selected by The Company in its sole discretion.

## **2. JOINT ACCOUNT OWNERS.**

If this Account is held by more than one (1) person, all the joint holders agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Account is held in trust, joint ownership, or partnership, the undersigned hereby agrees to indemnify, defend, and hold harmless The Company for any losses resulting from breach of any fiduciary duty of the undersigned to the other holders and beneficiaries of this Account. Further, any one or more of the joint owners shall have full authority for the Account and risk of the Account owners, to buy, sell, and trade in transactions of foreign currencies or off-exchange options, to deposit with and withdraw from Evalanch Ltd, currencies, securities, negotiable instruments, and other property, including withdrawals to or for the individual use or Account of the party directing the sale or of any other party, to receive and acquiesce in the correctness of notices, confirmations, requests, demands and all other forms of communications, and to settle, compromise, adjust, and give releases with respect to any and all claims, demands, disputes, and controversies. Upon death or legal incapacity of any of the undersigned, The Company is authorized to take such action in regard to the Account, as The Company may deem advisable to protect itself against any liability, penalty or loss. Customer agrees to notify The Company immediately upon the death or legal incapacity of any joint owner. The Company may terminate this Agreement by written notice to any one of the joint owners. In the event that The Company receives a notice of a dispute between or conflicting instructions from joint account holders, The Company may, but is not required to, place restrictions on the account, including restrictions on withdrawals or transfers from an account, until The Company receives satisfactory documentations that the dispute has been resolved or all joint account holders give The Company instructions.

## **3. INTEREST FREE ACCOUNT HOLDERS.**

The undersigned account holder ratifies and confirms that he/she requires an Interest-Free Account in order to comply with Sharia law. Customer hereby consents and acknowledges Company reserves the right to apply processing fees to Interest Free Accounts and shall calculate and apply a profit or loss Adjustment to the Customer's account using its posted daily roll rates as the basis for calculation. Company shall calculate the profit or loss Adjustment and debit or credit the Customer's account at its own discretion without any prior notice. It is also understood an Interest-Free Account will be debited prior to the disbursement of funds for every withdrawal request. The Company reserves the right to revoke the Interest Free Trading account option and/or change the commission fee structure at any time with or without notice.

## **4. MARGINS AND DEPOSIT REQUIREMENTS.**

Customer shall provide and maintain margin in such amounts and in such forms as Evalanch Ltd, in its sole discretion, may require. Customer agrees to deposit by immediate wire transfer such additional margin when and as required by The Company and will immediately meet all Margin Calls in such mode of transmission as The Company shall, in its sole discretion, designate. The Company may change margin requirements at any time without prior notice. The Company retains the right to limit the amount and/or total number of open positions that

Customer may acquire or maintain at The Company. The Company reserves the right to close any Customer positions at any time that it deems necessary. The Company shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions including but not limited to loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities. For example, in volatile market conditions a margin call may be delayed resulting in the possibility of a negative usable margin; a margin call may occur even if positions are hedged, in the jurisdictions where hedging is permitted by law, due to currency conversion rate volatility or daily interest charges or credits.

#### **5. ROLLOVERS.**

The Company may, in its sole discretion and without notice to Customer, offset Customer's open positions, roll over Customer's open positions into the next settlement time period, or make or receive delivery on behalf of Customer upon any terms and by any methods deemed reasonable by Evalanch Ltd, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over Customer's open positions may differ on a customer-by-customer basis, at The Company sole discretion. Any positions held in Customer's Account at 17:00 EST may be rolled over to the next settlement date and the Account may be debited or credited for the interest differential for the rollover period.

#### **6. SETTLEMENT DATE OFFSET INSTRUCTIONS.**

Offset instructions on currency positions open prior to settlement arriving at settlement date must be given to The Company at least one (1) business day prior to the settlement or value day. Alternatively, sufficient funds to take delivery or the necessary delivery documents must be in the possession of The Company within the same period described above. If neither instructions, funds nor documents are received, The Company may without notice, either offset Customer's position or roll Customer's positions into the next settlement time period or make or receive delivery on behalf of Customer upon such terms and by such methods deemed reasonable by The Company in its sole discretion.

#### **7. LIQUIDATION OF ACCOUNTS.**

In the event of: (a) death or judicial declaration of incompetence of Customer or, in the case of a legal entity, its dissolution or liquidation; (b) filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) filing of an attachment against any of Customer's Accounts carried by Evalanch Ltd; (d) insufficient margin, or The Company determination that any collateral deposited to protect one or more Accounts of Customer is inadequate, regardless of current market quotations, to secure the Account; (e) Customer's failure to provide The Company any information requested pursuant to this Agreement; or (f) any other circumstances or developments that The Company deems appropriate for its protection, and in The Company sole discretion, it may take one or more, or any portion of, the following actions: (1) sell any or purchase any or all FX contracts, securities or other property held or carried for Customer; and (2) cancel any or all outstanding orders or contracts, or any other commitments made with Customer. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal or appointed representatives, heirs, executors, administrators, trustees,

legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others.

## **8. MANAGED ACCOUNTS.**

With regard to managed Accounts, a money manager ("Money Manager") is a person or entity authorized to make decisions with respect to an Account on behalf of the Account's beneficial owners, including a trustee, custodian, conservator, guardian, executor, administrator, attorney-in-fact, or investment advisor or other person to whom Customer has granted trading authority over an Account. Customer understands and agrees that The Company may, but is not required to, review any action or inaction by a Money Manager with respect to an Account and is not responsible for determining whether a Money Manager's action or inaction satisfies the standard of care applicable to such Money Manager's handling of the Account. Customer further understands and agrees that The Company is not responsible for determining the validity of a person's or entity's status or capacity to serve as a Money Manager. Customer agrees to hold The Company and its officers, directors, employees, agents, and affiliates harmless from any liability, claim, or expense, including attorneys' fees and disbursements, as incurred, for the actions or non-actions of Customer's Money Manager.

## **C. CUSTOMER REPRESENTATIONS**

### **1. GENERAL REPRESENTATIONS AND WARRANTIES.**

Customer represents and warrants that:

- a) Customer is of sound mind, legal age, and legal competence.
- b) Customer (if not a natural person) is duly organized and validly existing under the applicable laws of the jurisdiction of its organization.
- c) Execution and delivery of this Agreement and all transactions contemplated hereunder have been duly authorized by Customer and will not violate any statute, rule, regulation, ordinance, charter, by-law, or policy applicable to Customer.
- d) Each person executing and delivering this Agreement has been duly authorized by Customer to do so.
- e) No person other than the Customer has or will have an interest in Customer's Account.
- f) Regardless of any subsequent determination to the contrary, Customer is suitable to trade FX,
- g) Customer is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company that trades the same instruments as those offered by Evalanch Ltd, and in the event that Customer becomes so employed, Customer will promptly notify The Company via e-mail of such employment.
- h) Customer has read and understands the Risk Disclosure Statement, Arbitration Agreement and Trading Policies contained in this Agreement.
- i) Customer has conducted simulated trading using the demo trading platform for a period that has allowed the Customer to develop a full understanding of the trading platform.

- j) All information provided by Customer to Evalanch Ltd, including information regarding Customer's trading experience and investment sophistication, is true, correct, and complete, and Customer will notify The Company promptly of any changes in such information; and
- k) Customer will not engage in FX transactions for purposes of arbitrage or exploitation of temporary inaccuracies in any exchange rates or technical discrepancies.

## **2. DISCLOSURE OF FINANCIAL INFORMATION.**

Customer represents and warrants that the financial information disclosed to The Company in the Application is an accurate representation of the Customer's current financial condition. Customer represents and warrants that in determining Customer's Net Worth, Gross Income, Total Assets and Liabilities were carefully calculated. Customer represents and warrants that in determining the value of Total Assets, the Customer included cash and/or cash equivalents, Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable Assets. Customer represents and warrants that in determining the value of Liabilities, Customer included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence) and other debts. Customer represents and warrants that Customer has very carefully considered the portion of Customer's Total Assets which Customer considers to be Risk Capital. Customer recognizes that Risk Capital is the amount of money Customer is willing to put at risk and if lost would not, in any way, change Customer's lifestyle. Customer agrees to immediately inform The Company if the Customer's financial condition changes in such a way as to reduce Customer's Net Worth and/or Risk Capital.

## **3. CREDIT.**

Customer authorizes The Company or agents acting on behalf of The Company to investigate Customer's credit standing and in connection therewith to contact such banks, financial institutions, and credit agencies as The Company shall deem appropriate to verify information regarding Customer. Customer further authorizes The Company to investigate Customer's current and past investment activity, and in connection therewith, to contact such futures commission merchants, exchanges, broker/dealers, banks, compliance data centres, and any other financial and investment institution as The Company shall deem appropriate. Upon reasonable request made in writing by Customer to Evalanch Ltd, Customer shall be allowed to review any records maintained by The Company relating to Customer's credit standing. Customer shall also be allowed, at Customer's sole cost and expense, to copy such records. Customer acknowledges that Customer's credit score may be impacted when The Company accesses Customer's credit file. Customer also acknowledges that The Company may provide information (e.g., negative Account information of unsecured debts) regarding Customer's performance under this Agreement to these agencies.

## **D. ORDER MANAGEMENT**

### **1. CANCELLATION AND MODIFICATION REQUESTS.**

Customer acknowledges that it may not be possible to cancel or modify an order. Customer understands and agrees that, if an order cannot be cancelled or modified, Customer is bound by any execution of the original order. The Company is not liable to Customer if The Company is unable to cancel or modify an order. Customer further acknowledges that attempts to

modify or cancel and replace an order can result in an over-execution of the order, or the execution of duplicate orders, that The Company systems do not prevent over-execution on duplicate orders from occurring, and that Customer shall be responsible for all such executions. Customer agrees not to assume that any order has been executed or cancelled until Customer has received confirmation from The Company with regard to order execution. Customer is responsible for knowing the status of Customer's pending orders before entering additional orders. Customer agrees to contact The Company in the event Customer is unclear on the status of an order. Customer agrees to regularly review Customer's online Account Statement to confirm the status of Customer's orders.

## **2. STATEMENTS AND CONFIRMATION.**

Reports of the confirmation of orders and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer if not objected to immediately upon receipt and confirmed in writing within one (1) business day after the execution of the Customer's order. The Company will provide Customer access to view Customer's Account at any time with an online login via the Internet. The Company will not provide trade confirmation via postal mail. Written objections on Customer's part shall be directed to The Company located at: The Company North Eastern Properties, HIS building, Office No.6B, Providence Mahe, Seychelles, and shall be deemed received only if actually sent via e-mail or delivered or mailed by registered mail, return receipt requested. Failure to object shall be deemed ratification of all actions taken by The Company or its agents prior to Customer's receipt of said reports. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein.

## **3. CHARGES.**

Customer shall pay such charges (including, without limitation, markups and markdowns, statement charges, idle Account charges, order cancellation charges, Account transfer charges, introducing broker and Money Manager fees, or other charges) arising out of The Company providing services hereunder. The Company may change its charges without notice. All such charges shall be paid by customer as they are incurred, or as The Company in its sole and absolute discretion may determine, and Customer hereby authorizes The Company to withdraw the amount of any such charges from Customer's Account(s).

## **4. DEPOSITS AND WITHDRAWALS.**

The Company shall neither receive nor disburse Customer's funds in cash currency or cash equivalents. All transactions between Customer and The Company shall be performed by wire, Automatic Clearing House ("ACH") or other method in which the identities of both the sending and receiving parties can be verified by The Company and which Evalanch Ltd, in its sole discretion, shall deem appropriate. The Company shall perform deposit/withdrawal transactions only between Customer's The Company Account and another Account which is held in Customer's name or of which Customer clearly demonstrates ownership to The Company. In order to prevent money laundering, fraud, and other unauthorized activity, The Company may limit Customer's withdrawal options.

## **5. The Company RESPONSIBILITIES.**

The Company will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or

for any other cause beyond The Company control or anticipation. The Company shall not be liable for losses arising from the default of any agent or any other party used by The Company under this agreement.

#### **6. CURRENCY FLUCTUATION RISK.**

If Customer directs The Company to enter into any foreign exchange FX transaction: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Customer's Account and risk; (b) all initial and subsequent deposits for margin purposes shall be made in USD, or another currency which The Company may choose to accept, in such amounts as The Company may in its sole discretion require, with subsequent deposits being in the same currency as the initial deposit; and (c) The Company is authorized to convert funds in Customer's Account for margin into and from such foreign currency at a rate of exchange determined by The Company in its sole discretion on the basis of then prevailing money market rates.

#### **7. CROSS TRADE CONSENT.**

Customer hereby acknowledges and agrees that The Company may act as the counterparty to Customer for any trade entered for the undersigned's Account. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules or Regulations of any bank, institution, exchange, or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable Regulations of the Seychelles Financial Services Authority or other regulatory agency.

### **E. COMMUNICATIONS**

#### **1. GENERAL COMMUNICATIONS.**

Reports, statements, notices, and any other communications shall be transmitted to Customer electronically by posting to Customer's online Account or via e-mail to the e-mail address on Customer's application, or to such other e-mail address as Customer may from time to time designate to The Company. Occasionally The Company may communicate with Customer via postal mail. If Customer does not have access to e-mail, Customer will receive notices and other communications via postal mail. Notices regarding how to electronically review Account statements will be sent to Customers that have no access to e-mail via postal mail. The Company is not responsible if the correspondence sent by postal mail is not received by Customer or if the postal mail is delayed, regardless of whether the delay or failure to receive the correspondence was caused by The Company or a third party. All communications sent via postal mail or sent by e-mail shall be deemed transmitted by The Company when posted or sent and deemed delivered to Customer personally, whether actually received by Customer or not.

#### **2. E-MAIL AND ELECTRONIC COMMUNICATIONS.**

All e-mails sent to and from The Company are subject to monitoring, review, or disclosure to someone other than Customer or Customer's intended recipient. Customer acknowledges that there may be delays in e-mail being received by Customer's intended recipient. Customer agrees to hold The Company harmless for any delay in e-mail delivery regardless of whether the delay was caused by The Company or a third party. E-mail sent to and from a The Company

address may be retained by The Company corporate e-mail system. Customer agrees not to use e-mail to transmit orders to purchase or sell FX and further agrees that The Company is not liable for any actions taken or any omissions to act as a result of any e-mail message Customer sends to The Company. Electronic communications with The Company via our Web site, wireless device or touchtone service are also subject to monitoring, review by or disclosure to someone other than the recipient and such communications may be retained by The Company.

## **F. THIRD PARTIES**

### **1. NO SEPARATE AGREEMENTS.**

Customer acknowledges that Customer has no separate agreement with Customer's broker or any The Company employee or agent regarding the trading in Customer's Account, including any agreement to guarantee profits or limit losses in Customer's Account. Customer understands that Customer is under an obligation to notify The Company Compliance Department immediately in writing as to any agreement of this type. Further, Customer understands that any representations made by anyone concerning Customer's Account that differ from any statements Customer receives from The Company must be brought to the attention of The Company Compliance Department immediately in writing. Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party by signing The Company limited power of attorney ("LPOA"). Any disputed transactions must be brought to the attention of The Company Compliance Department pursuant to the notice requirements of this Agreement. Customer agrees to indemnify and hold The Company harmless from all damages or liability resulting from Customer's failure to notify The Company Compliance Department within one (1) business day of any of the occurrences referred to herein. All notices required under this section shall be sent to The Company at its home office.

### **2. REVENUE SHARING DISCLOSURE.**

Customer acknowledges that The Company may enter into revenue sharing arrangements with or retain the services any other third-party vendors in connection with technology support, back office and operational support functions relating to Customer's Accounts. The Company reserves the right to enter into such compensation or revenue sharing arrangements any other third-party vendors based on volume traded, bid/offer pricing or other outside commission or revenue sharing models.

## **G. COMPLIANCE**

### **1. ANTI-MONEY LAUNDERING PROCEDURES.**

Customer agrees to and acknowledges that The Company may conduct the following procedures at the time of the opening and throughout the existence of the Account:

a. Identity Verification. To help the government fight the funding of terrorism and money laundering activities, The Company is required to obtain, verify, and record information that identifies each person who opens an Account with The Company. When Customer opens an Account, The Company is required to collect information such as the following: 1) Customer's name; 2) date of birth; 3) permanent address; and 4) identification number. The Company may verify Customer's identifying information by performing a credit check or



requiring Customer to provide a driver's license or other identifying documents.

b. Monitoring. The Company may monitor the trading activity in Accounts to investigate or identify potential money laundering.

c. Prohibited Banks Verification. The Company is prohibited from conducting business with the following entities ("Restricted entities"): Banco Delta Asia; VEF Banka; Commercial Bank of Syria; Syrian Lebanese Commercial Bank; Myanmar Mayflower Bank; Asia Wealth Bank; Any Burmese banking institution, including foreign branches; And any subsidiaries of the above entities. The Customer may not, directly, or indirectly, deposit money into the The Company trading Account from a Restricted entity. Nor may the Customer, directly or indirectly, withdraw money from the The Company trading Account to any Restricted entity. If we become aware that any Restricted entity is associated with a Customer's The Company Trading Account, we will take appropriate steps to prevent such access, including, where necessary, terminating the Account.

## **2. SECURITY AND CONFIDENTIALITY.**

Customer agrees and acknowledges that Customer is the exclusive owner and solely responsible, jointly, and severally if applicable, for the confidentiality and protection of Customer's Account number(s) and password(s) that allows Customer to place on-line orders and access The Company electronic trading systems. Customer further agrees that Customer will be fully responsible for all activities including brokerage transactions that arise from the use of Customer's Account number(s) and password(s). Customer agrees to indemnify and hold The Company harmless from: if any other person utilizing Customer's confidential information provides instructions to The Company that may be contrary to Customer's instructions. Customer will immediately notify The Company in writing or by e-mail of any loss, theft, or unauthorized use of Customer's Account number and/or passwords.

## **3. INTELLECTUAL PROPERTY AND CONFIDENTIALITY.**

All copyright, trademark, trade secret and other intellectual property rights in the The Company Meta Trader Online Trading Platform ("Trading Platform") shall always remain the sole and exclusive property of The Company and/or its 3rd party service providers and Customers shall have no right or interest in the Trading Platform except for the right to access and use the Trading Platform as specified herein. Customer acknowledges that the Trading Platform are confidential and have been developed through the expenditure of substantial skill, time, effort, and money. Customer will protect the confidentiality of The Company and/or its 3rd party service providers by allowing access to the Trading Platform only by its employees and agents on a need to access basis. Customer will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading Platform. Customer will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Platform or in the way it operates.

## **4. NO ADVICE AND NO RECOMMENDATIONS.**

Customer acknowledges that The Company does not and will not give investment, legal or tax advice or make trading recommendations. Customer acknowledges that The Company makes no representations concerning the tax implications or treatment of FX contracts. Customer agrees that Customer is a self-directed investor and all orders entered are unsolicited and based on Customer's own investment decision or the investment decision of Customer's duly authorized representative. Customer agrees that neither The Company nor any of its

employees may be Customer's duly authorized representative and that Customer will neither solicit nor rely upon The Company or any of its employees for any such advice. Customer understands that customer is solely responsible for all orders entered, including but not limited to trade qualifiers, the number of trades entered, the suitability of any trade(s), investment strategies and risks associated with each trade, and will not hold The Company or any of its employees liable for those investment decisions. Customer further understands that The Company does not and will not review the appropriateness or suitability of any transactions implemented or investment strategies employed in Customer's Account. Customer hereby agrees to hold The Company and its officers, directors, employees, agents and affiliates harmless from any liability, financial or otherwise, or expense (including attorneys' fees and disbursements), as incurred, as a result of any losses or damages Customer may suffer with respect to any such decisions, instructions, transactions or strategies employed in Customer's Account by Customer or Customer's duly authorized representative, or as a result of any breach by Customer of any of the covenants, representations, acknowledgments or warranties herein.

#### **5. TRADING RECOMMENDATIONS.**

(a) Customer acknowledges that: (i) any market recommendations and information communicated to Customer by The Company or by any person within the company, does not constitute an offer to sell or the solicitation of an offer to buy any FX contract, (ii) such recommendation and information, although based upon information obtained from sources believed by The Company to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified; and (iii) The Company makes no representations, warranties or guarantees as to, and shall not be responsible for, the accuracy or completeness of any such information or trading recommendation furnished to Customer. Customer acknowledges that The Company and/or its officers, directors, affiliates, associates, stockholders, or representatives may have a position in or may intend to buy or sell currencies, which are the subject of market recommendations furnished to Customer, and that the market position of The Company or any such officer, director, affiliate, associate, stockholder, or representative may not be consistent with the recommendations furnished to Customer by The Company

#### **6. RISK ACKNOWLEDGMENT.**

Customer acknowledges that investments in leveraged FX transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss of their margin deposit. Customer understands that because of the low margin normally required in trading FX contracts, price changes in FX contracts trading may result in the loss of Customer's margin deposit. Customer warrants that Customer is willing and able, financially, and otherwise, to assume the risk of FX contracts trading, and in consideration of The Company carrying his/her Account(s), Customer agrees not to hold The Company responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents, or representatives. Customer recognizes that guarantees of profit or freedom from loss are impossible in FX trading. Customer acknowledges that Customer has received no such guarantees from The Company or from any of its representatives or any introducing agent or other entity with whom Customer is conducting his/her The Company Account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

## **7. RECORDINGS.**

Customer agrees and acknowledges that all conversations regarding Customer's Account(s) between Customer and The Company personnel may be electronically recorded with or without the use of an automatic tone-warning device. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Customer or The Company. Customer understands that The Company destroys such recordings at regular intervals in accordance with The Company established business procedures and Customer hereby consents to such destruction.

## **8. SECURITY AGREEMENT.**

All monies, securities, negotiable instruments, FX contracts, off-exchange options and/or other property on deposit with The Company or its affiliates, in Customer's Account, for any purpose, including safekeeping, are hereby pledged with The Company and shall be subject to a security interest in The Company favour for the discharge of all Customer's obligations to Evalanch Ltd, irrespective of the number of Accounts Customer has with The Company. Customer also grants The Company the right to use the above described properties and any Account credit to offset against any of Customer's obligations to The Company including, but not limited to, transfers for the purpose of margining, or for application to negative balance Accounts not promptly paid, as well as delivery costs and charges.

## **9. USE OF MONIES.**

Customer hereby also grants to The Company the right to pledge, re-pledge, hypothecate, invest, or loan, either separately or with the property of other customers, to itself or to others, any funds, securities, currencies, and foreign currency or off-exchange options transactions of Customer held by The Company as margin or security. The Company shall at no time be required to deliver to Customer the identical property delivered to or purchased by The Company for any Account of Customer.

## **10. TECHNOLOGY AND COMMUNICATIONS ISSUES.**

The Company and/or its 3rd party service providers provide trading technology for Customer's use in connection with FX transactions made by Customer with The Company. Such trading technology includes, but is not limited to, the Trading Platform, web applications, application program interfaces, software, software code, programs, protocols, and displays (collectively "Technology") for trading, analysing trades and markets, and constructing automated trading systems. The Company provides the Technology "as is," without any warranties of merchantability, fitness for a particular purpose, or other express or implied warranties. The Company will not be responsible for the operation or performance of any automated trading system developed with Technology or for any malfunctions of Technology or for any delays or interruptions in transmission of orders due to breakdown, excessive call volume or failure of transmission or communication equipment on the Internet or otherwise, including, but not limited to, communications problems, computer software or hardware breakdowns, malfunctioning errors, any and all problems or glitches associated with computer problems or any other technical cause or causes.

## **11. FOREIGN ACCOUNTS.**

Customers not residing in Seychelles (“Foreign Accounts”) may be asked to comply with requests for special information by The Company as required by any governmental unit or regulatory agency. This includes, but is not limited to, special calls for information. In the event of a special call for information, The Company or its agent shall be required to obtain the information set forth by any governmental unit or regulatory agency requesting information. In addition, failure to respond to a special call may cause transactions to be prohibited (other than offsetting trades) for Customer. Foreign Accounts must copy and forward an official form of picture identification and must provide a bank reference before Customer is approved for trading.

## **H. MISCELLANEOUS**

### **1. BINDING EFFECT.**

This Agreement shall be continuous and shall cover, individually and collectively, all Accounts of Customer at any time opened or reopened with The Company irrespective of any change or changes at any time in the personnel of The Company or its successors, assigns, or affiliates. This Agreement including all authorizations, shall inure to the benefit of The Company and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Customer. Customer hereby ratifies all transactions with The Company affected prior to the date of this Agreement and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement.

### **2. TERMINATION.**

This Agreement shall continue in effect until termination, and may be terminated by Client at any time when Client has no open position(s) and no liabilities held by or owed to The Company upon the actual receipt by The Company of written notice of termination via e-mail, or at any time whatsoever by The Company upon the transmittal of written notice of termination to Client; provided, that such termination shall not relieve either party of any obligations set out in this Agreement nor shall it relieve Client of any obligations arising out of prior transactions entered into in connection with this Agreement.

We reserve the right to suspend your Account at any time (without notice) if we believe it is appropriate in the circumstances as per the below:

Insider trading is the trading of a public company's stock or other securities based on material, nonpublic information about the company. In various countries, some kinds of trading based on insider information is illegal. We do not accept trades under Insider dealing and we reserve the right to cancel any trade executed under Insider trading.

Latency arbitrage (LA) is a high-frequency trading strategy used to front-run trading orders. We do not accept Latency arbitrage and we reserve our rights to cancel any trade executed under LA.

Arbitrage is the strategy of taking advantage of price differences in different markets for the same asset. For it to take place, there must be a situation of at least two equivalent assets or same asset with differing prices. In essence, arbitrage is a situation where a trader can profit

from the imbalance of asset prices in different markets. The simplest form of arbitrage is purchasing an asset in the market where the price is lower and simultaneously selling the asset in the market where the asset's price is higher. This is widely tradeable under market gaps during opening hours. We do not accept gap arbitrage and we reserve the right to cancel any trade under those conditions.

### **3. ACCEPTANCE.**

This Agreement shall not be deemed to be accepted by The Company nor become a binding contract between Customer and The Company until Customer's information is verified and approved by The Company

### **4. INDEMNIFICATION.**

Customer agrees to indemnify and hold Evalanch Ltd, its affiliates, employees, agents, successors and assigns harmless from and against all liabilities, losses, damages, costs, and expenses, including attorney's fees, incurred by The Company arising out of Customer's failure to fully and timely perform Customer's responsibilities herein or should any of the representations and warranties fail to be true and correct. Customer also agrees to pay promptly to The Company all damages, costs, and expenses, including attorney's fees, incurred by The Company in the enforcement of any of the provisions of this Agreement and any other agreements between The Company and Customer.

### **5. FORCE MAJEURE.**

The Company shall not be liable to Customer for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to Evalanch Ltd, Customer, any market, or any settlement or clearing system.

### **6. TERMS AND HEADINGS.**

The term "Evalanch Ltd" shall be deemed to include Evalanch Ltd, its affiliates, divisions, successors, and assigns; the term "Customer" shall mean the party (or parties) executing the Agreement; and the term "Agreement" shall include all other agreements and authorizations executed by Customer in connection with the maintenance of Customer's Account with The Company regardless of when executed. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

### **7. GOVERNING LAW AND JURISDICTION.**

This Agreement, and the rights and obligations of the parties hereto, shall be governed by, construed, and enforced in all respects by the laws of Seychelles, without regard to choose of law principles.

### **8. USE OF The Company 'S WEBSITE.**

Website refer to The Company Website <https://tentrade.com>, and additional Websites that The Company may register). The Web sites provide Customer with content and information. The content on the Web sites is provided as a convenience but may be inaccurate or outdated. Customer always agrees to rely upon Customer's transaction confirmations and statements as the official records of Customer's Account. Information is not related specifically to an Account. Information is financial or investment information provided by third parties to The Company that The Company provides to Customer, which includes market data, news, research, financial analysis, commentary, or tools. The information on the Web sites is provided from sources believed to be reliable but cannot be guaranteed. The information provided on our Web sites is not customized for Customer and Customer understands that the information provided to Customer is not a recommendation to Customer about the suitability of a purchase and/or sale of any currency. The Company may without notice to Customer change, revise, modify, add, upgrade, remove or discontinue any part of The Company Web sites. The Web sites may include hyperlinks to third-party web sites. The Company is not responsible for the information or content provided by such third-party web sites.

#### **9. MARKET DATA, NEWS AND OTHER INFORMATION.**

Customer agrees that the market data, news, and other information available to Customer through our Web site is for Customer's personal use and that Customer will not retransmit or republish this information in any form without the written consent of The Company

#### **10. NO WAIVER OR AMENDMENT.**

No provision of this Agreement may be waived or amended by the Customer unless the waiver or amendment is in writing and signed by both Customer and an authorized officer of The Company. No waiver or amendment of this Agreement may be implied from any course of trading between the parties or from any failure by The Company or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized as enforceable. This instrument and the attachments hereto embody the entire agreement of the parties, superseding all prior written and oral agreements and there are no other terms, conditions, or obligations other than those contained herein.

#### **11. SEVERABILITY.**

This Agreement, any attachments hereto, and the terms and conditions contained in statements and confirmations, contain the entire agreement between the parties with respect to the subject matter hereof. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulating agency or body, such provision shall be deemed modified, or, if necessary, rescinded in order to comply with the relevant court, or regulatory or self-regulatory agency or body. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.

#### **12. ACCOUNT TRANSFER AND ASSIGNMENT.**

Customer authorizes The Company to transfer and assign Customer's Account to any legal entity or company effective after The Company provides Customer prior written notice.

Customer may not transfer or assign this Agreement without The Company prior written consent. Any purported assignment by the Customer in violation of this provision is null, void, and unenforceable.

## **I. CONSENTS AND FURTHER AGREEMENTS**

### **1. CONSENT TO ELECTRONIC TRANSMISSION OF CONFIRMATIONS & ACCOUNT STATEMENTS.**

Customer hereby consents to have Customer's Account information and trade confirmations available on the Internet, in lieu of having such information delivered to Customer via mail or e-mail, as specified in paragraphs labeled "Statements and Confirmations" and "Communications" of the Customer Agreement.

### **2. AUTHORIZATION TO TRANSFER FUNDS**

Customer hereby agrees that The Company may, at any time and from time to time, in the sole discretion of Evalanch Ltd, apply and transfer from any of Customer's Accounts with The Company to any of Customer's other accounts, whether held at The Company or other approved financial institutions, any of the Contracts, currencies, securities or other property of Customer held either individually or jointly with others to another account.

### **3. AGREEMENT TO USE COLLATERAL.**

Customer authorizes The Company to sell, pledge, rehypothecate, assign, invest, commingle, and otherwise use any Collateral held by Evalanch Ltd, including, but not limited to, using the Contracts as collateral for a loan to Evalanch Ltd, and further trading with the Collateral, as provided in the Customer Agreement (including, but not limited to Paragraph 6 thereof). Where Customer's Account consists of more than one Account, this authorization shall apply to all of Customer's Accounts with The Company. This Agreement to Use Collateral shall remain in effect so long as Customer's Account with The Company remains open or Customer has any obligations of any kind to Evalanch Ltd, under the Customer Agreement.

### **4. TAX ID CERTIFICATION.**

Customer hereby certifies, under penalty of perjury, that (1) the number provided on the Customer Application is Customer's correct Taxpayer Identification Number and (2) the ownership, or beneficiary, of Customer's Account is not subject to withholding.

### **5. ARBITRATION AGREEMENT.**

Any dispute, claim or controversy between Customer, on one hand, and The Company and/or its officers, directors, agents, or employees, on the other hand, arising out of or relating to the Customer Agreement, Customer's Account with The Company or any other trading between Customer and The Company shall be resolved by binding arbitration. Any dispute between the Customer and The Company shall be resolved by the International Centre for Dispute Resolution ("ICDR"), in accordance with the International Arbitration Rules in effect at the time such arbitration is commenced. The award in such arbitration proceeding shall be final and binding and may be entered in any court having jurisdiction thereof. Customer and The Company agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. All statutes of limitations applicable to any dispute apply to any arbitration between Customer and The Company. The provisions of this

Arbitration Agreement shall survive termination, amendment or expiration of Customer's Account relationship or the governing The Company Customer Agreement or any other relationship between Customer and The Company. Either Customer or The Company may require the submission of the dispute to binding arbitration at any reasonable time, notwithstanding that a lawsuit or other proceeding has been commenced. Neither Customer nor The Company shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or of a private attorney general. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or result of any arbitration hereunder without prior written consent of both parties. The award shall be made within nine months of the filing of the notice of intention to arbitrate (demand), and the arbitrator(s) shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the parties or by arbitrator(s) if necessary. The Company shall pay any incremental fees that may be assessed by a qualifying forum for provision of a mixed panel, unless the arbitrators in a particular proceeding determine that the customer has acted in bad faith in initiating or conducting the proceeding.

## **J. TRADING RULES AND PROCEDURES.**

The following Trading Rules and Regulations combined with the The Company user guide and trading policy document will outline procedures and policies regarding trading and setting up an Account with The Company. All Customers are required to read, understand, and adhere to these rules and regulations. The Company reserves the right to change any rules or regulations at its sole discretion and at any time.

### **1. TRADING HOURS:**

- a) The The Company normal trading week begins at 17:15 (5:15 PM EST) on Sunday and ends at 17:00 (5:00 PM EST) on Friday (time are subject to change.)
- b) The Company will announce and display on a best-efforts basis a holiday schedule on the <https://tentrade.com> website when trading will not take place.
- c) In the event of a holiday, The Company will pre-announce the start-up time when trading will resume in advance and display the information on the <https://tentrade.com> website.
- d) The Company reserves the right at its sole discretion to conduct special technical maintenance times when trading electronically may not be available.

### **2. DEPOSIT AND ACCOUNT INFORMATION.**

- a) Deposits can be made via a wire transfer. Funds are not available for trading until they clear at the bank and posted to the Customer's trading Account (please see PAYMENT INSTRUCTIONS below)
- b) All bank fees such as wire transfer fees into and out of the Account will be debited to the Customer's trading Account as they occur.
- c) In instances where the Customer is closing an Account with instructions to wire the remaining balances, the wire transfer fee will be deducted from the Final Account Balance forwarded to the Customer.



- d) All deposits are accepted in USD, EUR, and CAD. Customers from foreign countries have the option to fund in these currencies or convert any other currency into USD before wiring to the The Company clearing bank or wire any unsupported currencies to our clearing bank at which point our clearing bank will convert the balances into USD at their current conversion rate for that currency.
- e) A minimum deposit of 250 is required to open an Account with The Company
- f) Before any payment from an Account is made, the Customer is required to email

OR e-mail the signed Funds Withdrawal form to: [support@tentrade.com](mailto:support@tentrade.com)

- g) Under NO CIRCUMSTANCES will The Company accept a payment or deposit into an Account by a person or entity other than the person or entity whose name appears on the Account.
- h) Under NO CIRCUMSTANCES will The Company make payment to a person or entity other than person or entity whose name appears on the Account.
- i) Under NO CIRCUMSTANCES will The Company transfer funds from one Account with The Company to another Account at The Company with different Account Authorization information.

### **3. PAYMENT INSTRUCTIONS.**

Please find funding instructions for additional currencies and payment options inside the The Company Prime customer area.

### **4. LIQUIDATION LEVEL.**

The Company reserves the right to automatically liquidate the position and the Customer will be responsible for all losses as a result of the liquidation. The Company reserves the right to change the Liquidation Level at its sole discretion.

### **5. Prices from The Company are independent of prices found elsewhere.**

Customers acknowledge that the prices reported by The Company for buying and selling currency pairs are independent and can differ from the prices displayed elsewhere or from other liquidity providers in the interbank market. Differences can result from, but are not limited to, changes in liquidity from interbank market makers to Evalanch Ltd, an unbalanced position or exposure in currency pairs at Evalanch Ltd, or differing expectations of price movements in currency pairs by The Company. The Company expects that in most cases the prices provided to its Customers will be in line with the general interbank market but does not warrant or imply that this will always be the case.

### **6. Rollover rates for open positions of currency pairs are determined by The Company and are independent of prices found elsewhere in the Interbank market.**

Customer acknowledges that all existing Spot Open Positions that remain open over the end of business day for Evalanch Ltd, defined as 17:00 EST/EDT, are automatically rolled over to the next available Spot Settlement Date at a net debit or credit to the Customer(s) Account as determined by spot interest rates determined solely by The Company. In general, if the Customer is long a currency that has higher spot interest rate than the currency that Customer is short; the Customer can expect a net credit added to the Customer's Account value at the end of day. If the Customer is short a currency that has a higher spot interest rate than the

currency that the Customer is short, the Customer can expect a net debit subtracted from the Customer Account Value at the end of the day. Rollover debits and credits are also influenced by the number of days that the position must be rolled. For positions that need to be rolled from a spot settlement date of Friday to Monday, the debit or credit will reflect rollover from Friday to Monday or three business days. For rollovers from Monday to Tuesday, Tuesday to Wednesday, Wednesday to Thursday and Thursday to Friday, the rollover debit or credit is for only one business day. If there is a holiday and The Company is closed, the rollover would take into consideration the holiday. For example, if Tuesday is a holiday, rollovers from Monday will be for two (2) business days (i.e., from Monday to Wednesday). Since rollover debits and credits are determined by the respective short-term spot interest rates of the respective currencies that make up a currency pair, a large spread from one currencies rate in relation to another's can cause a large debit or credit rollover amount. This spread can result, but is not limited to, countries tightening of credit conditions to dissuade speculators from shorting a currency versus another. The Bank of England in the early 1990's raised short term interest rates to over 20% to dissuade currency speculators from selling Sterling against other currencies when the Pound Sterling came under pressure by speculators. In this situation, those who were short STG and long US Dollars were forced to rollover their spot positions at a large debit from one spot settlement date to the next. By doing so the Bank of England was attempting to dissuade currency speculators from selling STG over spot and rolling over the position from one day to the next. The action was intended to force those who were short STG, to cover their positions before the end of the day forcing an underlying bid into the currency. Year-end and quarter-end periods can also cause unusual spikes in short- term interest rates that may cause temporary spikes in rollover debits and credits. Customers acknowledge that there exists a rollover risk to currency positions. The Company will display the rollover debits or credits for the respective currencies' pairs in the The Company application and automatically update Customer Reports to reflect the cash flow. The Company reserves the right to change the credits or debits at its sole discretion if the original amounts are in wrong due to an error or omission.

**7. Sweep rates for currency balances other than USD are determined by The Company and may be independent of prices found elsewhere in the Interbank market.**

Profits that are calculated in a foreign currency are "swept" into dollars when the open positions are closed and the Profit and Loss realized. For example, if a Customer buys one (1) lot of USD/JPY at 115.00 and sells the same one (1) lot at 116.00, the realized profit on the transaction would be:

Since the realized profit is in Yen, the amount must be swept into US dollars by selling Yen and buying USD. If the exchange rate for the USD/JPY exchange rate is 116.05, the 100,000 Yen are converted and swept into USD at 116.05 creating a USD realized profit of \$861.70 ( $100,000 / 116.05 = \$861.70$ ). When trading in currencies where the secondary currency is USD (i.e., EUR/USD and GBP/USD), the realized profit and loss is already stated in USD. As a result, the Profit or Loss does not have to be swept. There is No Guarantee of Profit from Trading with Evalanch Ltd: Customer acknowledges that neither The Company nor any of its representatives guarantees to the Customer that they will profit from trading or investing in FX. Customer further acknowledges that they could sustain the loss of their entire Risk Capital deposited in their Account and are financially able to withstand any losses incurred.

**8. There is No Guarantee that The Company will be able to execute stop loss orders, limit orders or OCO Orders at the Customer Entered Price.**

Customer acknowledges and agrees that there may be market, liquidity or other conditions that will prevent The Company from executing Customers specific Stop Loss Orders, Limit Orders or OCO Orders at the Customer designated price. In some cases the orders will be executed at prices that are less favorable to the price entered and desired by the Customer. The Customer acknowledges and agrees that they are still responsible for trades executed at levels different from their orders and that The Company is not liable for failure to do so.

**9. There is technology risk inherent in trading online or via a software application.**

Although The Company has invested a lot of resources developing, testing, configuring and integrating the Trading Platform and other relevant software and hardware, the Customer acknowledges and agrees that The Company does not guarantee that the Customer will be able to successful execute transaction, monitor their positions, or perform other essential tasks of The Company while using the public Internet and other technology from The Company or from third party vendors known or not known for which The Company may rely on. The Company cannot control, without limitation, the routing, Internet connectivity, reliability of customer or The Company equipment, network connections or any other technology hardware malfunction caused by The Company hardware, hardware and connectivity that makes up the public Internet, or hardware at the Customers location. Nor does The Company guarantee, although all effort has been made to the contrary, that the Trading Platform and Associated Back Office and Broker Software Interfaces nor any other code or application including but not limited to the interface with The Company liquidity provider(s) or the interface with the escrow Account institution or other technology application that would come under the heading software, are error-free and would not lead to communications problems, computer software or hardware breakdowns, malfunctioning errors, and any and all problems or glitches associated with computer problems or any other technical cause or causes . Customer acknowledges and agrees that The Company provides Trading Platform and Associated Back Office and Broker Software Interfaces “as is,” without any warranties of merchantability, fitness for a particular purpose, or other express or implied warranties.

**10. PAYMENTS AND REFUND POLICY**

The Company and all its sites use several Merchant Solutions (“Merchant Solutions”) for online payment, order processing, order delivery, and other merchant solutions. Billing occurs at the time of or shortly after your transaction. If a credit card is being used for a transaction, The Company may obtain preapproval for an amount up to the amount of the order. You agree that you will pay for all products you purchase through the Merchant Solutions, and that The Company may charge your credit card for any products purchased.

All sales of products are final. Fees paid for products and services are non-refundable. Prices for products offered via the Merchant Solutions may change at any time, and the Merchant Solutions does not provide price protection or refunds in the event of a price reduction or promotional offering.

If a product becomes unavailable following a transaction but prior to download, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your

product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by The Company

## 11. TRADING BONUS TERMS AND CONDITIONS

BONUS STRUCTURE	FTD	RDP
	50%	30%
Bonus Amount	Upto \$2000	Upto \$4000
Hedging between two accounts	Not allowed	Not allowed
Bonus is tradable	Yes	Yes
Bonus used as margin	Yes	Yes
Volume requirement	15lot/\$100 bonus	15lot/\$100 bonus
Profits can be withdrawn before volume target met	No	Yes
Bonus Removed upon Withdrawal	Yes	Yes

## 12. DEFAMATION

In instances where unjustified defamation of character on social media or otherwise occurs within the realm of a tentrade-funded trader program or any association with our brand, it is crucial to emphasize that the responsible party will be held accountable for the resulting damages.

We take such matters seriously, and legal measures or actions will be initiated to address and rectify any false statements made. This proactive stance is aimed at safeguarding not just our reputation but also the integrity of our brand, ensuring that unfounded claims do not undermine the trust and credibility we've diligently built.