



## **Terms of Service Agreement**

Please make sure you read and agree to the terms of service agreement policies explained below before engaging into any online foreign currency trading or other activities with Direct Trading Technologies Ltd, also known online as Direct Trading Technologies Ltd Brokers. This Agreement sets forth the terms and conditions governing your Account at Direct Trading Technologies Ltd Brokers, a division of Direct Trading Technologies Ltd (herein referred to as "Direct Trading Technologies Ltd") and all Contracts and other transactions in this Account with Direct Trading Technologies Ltd. In this Agreement, the undersigned customer is referred to as "Customer" or "You." Direct Trading Technologies Ltd is authorized and regulated by the Ministry of Finance and Economic Management at the Republic of Vanuatu, Register No: 40169.

The registered office of Direct Trading Technologies Ltd is Govant Building, BP 1276, Port Villa, Vanuatu

### **1. DEFINITIONS**

Terms capitalized in this Agreement are defined in the Glossary as found on the corporate website at <https://www.dttvanuatu.com/>

### **2. SERVICES PROVIDED**

Subject to the terms and conditions of this Agreement and acceptance of Customer's application to open an Account with Direct Trading Technologies Ltd, Direct Trading Technologies Ltd will maintain one or more Accounts in Customer's name and will effect cash settled and physically settled transactions with and for Customer in the international Over-the-Counter Foreign Currency (foreign exchange) markets and metal markets on a spot basis, and provide such other services and products as Direct Trading Technologies Ltd may, in its sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all Contracts and other transactions entered into between Direct Trading Technologies Ltd and Customer shall be governed by the terms of this Customer Agreement, as amended from time to time. (including, without limitation, Direct Trading Technologies Ltd's Trading Policies and Procedures).

### **3. REPRESENTATIONS AND WARRANTIES**

As of the date hereof, the date of each Contract and other transaction in Customer's Account and any date on which Direct Trading Technologies Ltd's Risk Disclosure Statement or Trading Policies and Procedures are revised, updated or amended,

Customer represents and warrants to Direct Trading Technologies Ltd and agrees for the benefit of Direct Trading Technologies Ltd that:

3.1. if Customer is a natural person, Customer is of sound mind, legal age (18 years old) and legal competence.

3.2. if Customer is not a natural person, (i) Customer is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) execution and delivery of this Agreement and all Contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this Agreement and all Contracts and other transactions contemplated hereunder have been duly authorized by Customer; and (iii) each person executing and delivering this Agreement and all Contracts and other transactions contemplated hereunder on behalf of Customer performing the obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder on behalf of Customer, has been duly authorized by Customer to do so.

3.3. Execution and delivery by Customer of this Agreement and all Contracts and other transactions contemplated hereunder, and performance of all of Customer's obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer.

3.4. Customer has full beneficial ownership of Customer's Account. Customer has not granted and will not grant a security interest in Customer's Account with Direct Trading Technologies Ltd (other than the security interest granted to Direct Trading Technologies Ltd hereunder) to any person without Direct Trading Technologies Ltd's prior written consent. Customer has full beneficial ownership of all collateral and will not grant any security interest in any Collateral to any person (other than the security interest granted to Direct Trading Technologies Ltd hereunder) without Direct Trading Technologies Ltd's prior written consent.

3.5. Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as Direct Trading Technologies Ltd, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of Direct Trading Technologies Ltd or to protect Direct Trading Technologies Ltd's interests with respect to any Collateral.

3.6. Customer has read and understands the risk disclosures contained in this

Agreement, including, without limitation, Direct Trading Technologies Ltd's Risk Disclosure Statements and Trading Policies and Procedures, Customer will review the agreement each time it is amended.

3.7. Customer will not affect any Opening Transaction in Customer's Account unless Customer understands Direct Trading Technologies Ltd's revised Agreement, and Customer agrees that in effecting any Opening Transactions it is deemed to represent that it has read and understands Direct Trading Technologies Ltd's revised Agreement as in effect at the time of such Opening Transaction.

3.8. Customer has either: (x) effected foreign currency and spot metal transactions with Direct Trading Technologies Ltd or with other foreign currency dealers for at least six (6) months; or

(y) Customer agrees to trade on Demo Trading System available to him/her on the Website, and acknowledges that Direct Trading Technologies Ltd may, in its sole discretion, decline to permit any real trades to be effected in Customer's Account until Customer has, in Direct Trading Technologies Ltd's sole judgment, satisfactorily traded on the Demo Trading System. Customer agrees that in opening/effecting any Transactions on a REAL account; it is deemed to represent that Customer has practiced forex trading earlier on Direct Trading Technologies Ltd's platform and that Customer understands fully the risks of trading REAL accounts with low margin and high leverage. Check the full Risk Disclosure for more details about such risks.

3.9. Customer agrees to comply with all applicable law. You may not use your personal account with Direct Trading Technologies Ltd for any illegal activity of any kind. Manipulating trades and/or trading strategies in order to be approved for any available promotion offer and/or to bypass a limitation applied to your account is an illegal activity and is strictly prohibited. Each promotional bonus and/or contest made available by Direct Trading Technologies Ltd will have a full set of related terms of service that shall apply to that particular promotional offer, bonus and/or contest. Customer agrees that by taking benefit in such contests, bonuses and/or promotional offers; it is deemed to represent that Customer has read, understood and agreed to all such special terms and/or instructions posted at <https://www.dttvanuatu.com> in regards to that particular promotional offer, bonus and/or contest.

3.10. All information provided by Customer to Direct Trading Technologies Ltd, including information regarding Customer's trading experience and investment sophistication, is true, correct and complete, and Customer will notify Direct Trading Technologies Ltd promptly of any changes in such information.

3.11. The risk capital provided as part of the Customer Application will be immediately amended upward upon the Customer depositing funds in excess of the risk capital initially provided.

3.12. Customer is responsible for the status of any/all open/pending positions on his own Account at all times.

#### **4. TRADING**

Customer authorizes Direct Trading Technologies Ltd to purchase and sell physically settled and cash settled Foreign Exchange Contracts, Cross Currency Contracts and Metal Contracts on a spot basis for Customer's Account in accordance with Customer's instructions received through the Direct Trading Technologies Ltd Online Trading System, MetaTrader Online Trading System or via telephone 'when available' to the Direct Trading Technologies Ltd Trading Desk, subject to the terms of this Agreement, including the Annexes hereto and the Customer Account Application, including any applicable addenda thereto.

Customer agrees to be conclusively responsible for any instruction received electronically that is identified with Customer's password and Account number and for any electronic, oral and written instruction (including, but not limited to, any Order) to Direct Trading Technologies Ltd from persons Direct Trading Technologies Ltd , in its sole judgment, believes are apparently authorized by Customer. If Customer's Account is titled as a joint account\*\*, Direct Trading Technologies Ltd is authorized to act on the instructions of any one owner, without further inquiry, with regard to trading in the Account and the disposition of any and all assets in the Account. Direct Trading Technologies Ltd shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by Direct Trading Technologies Ltd in reliance on any such instructions or on the apparent authority of any such persons.

\*\*Note>> Direct Trading Technologies Ltd does not offer Joint accounts for Retail forex traders. Joint accounts are available for Professional forex traders only and are accompanied by an additional special 'Joint-Account' service agreement.

##### **4.1. Pricing Information.**

Direct Trading Technologies Ltd will make available, by posting on the Direct Trading Technologies Ltd Online Trading System or MetaTrader Online Trading System or by telephoning the DTT

Vanuatu Ltd Trading Desk 'when available', Bid Prices and Ask Prices at which Direct Trading Technologies Ltd is prepared to enter Foreign Currency Contracts, Cross Currency Contracts or Metal Contracts with Customer. Each Bid Price or Ask Price shall be for a Spot Contract with a specified Value Date and shall specify each Eligible Foreign Currency or tradable U.S. dollar-based currency pairs involved where applicable. Direct Trading Technologies Ltd expects that these prices will be reasonably related to the bid prices and ask prices available in the market at that time for similar transactions, but a number of factors, such as communication system delays, high volume or volatility can result in deviations between prices quoted by Direct Trading Technologies Ltd and other sources. Direct Trading Technologies Ltd makes no warranty, express or implied, that Bid Prices and Ask Prices represent prevailing bid prices and ask prices. In addition, these Bid and/or Ask Prices may reflect, at the direction of the Introducing Broker named above, additional pips added to the BID and/or ASK price that may result in an increase of the dealable spread available for the Customer's account as well as a per trade or per lot commission and/or fees.

#### 4.2. Order Execution.

Direct Trading Technologies Ltd will attempt to execute all Orders that it may, in its sole discretion, accept from Customer in accordance with Customer's instructions received through the Direct Trading Technologies Ltd Online Trading System, MetaTrader Online Trading System or via telephone 'when available' to the Direct Trading Technologies Ltd Trading Desk. In cases where the prevailing market represents prices different from the prices Direct Trading Technologies Ltd has posted on our screen, Direct Trading Technologies Ltd will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. These prevailing market prices will be the prices, which are ultimately reflected on the Customer Statements. This may or may not adversely affect customer realized and unrealized gains and losses. All Contracts made and entered into by Direct Trading Technologies Ltd hereunder will be entered into by DTT Vanuatu Ltd as principal. Customer acknowledges, understands and agrees that Direct Trading Technologies Ltd is not acting as a broker, intermediary, agent, and advisor or in any fiduciary capacity. Notwithstanding the provisions of this Paragraph, Customer acknowledges, understands and agrees that all non-market orders such as Limit Orders, Stop/Loss Orders, One Cancels the Other Orders, Day Only Orders, and Good till Cancelled Orders, are accepted by Direct Trading Technologies Ltd and undertaken on a "best-efforts basis" in accordance with the relevant provisions of the general Trading Policies and Procedures, as amended from time to time.

#### 4.3. Trade Matching.

Direct Trading Technologies Ltd or its affiliates may, at a future date, establish a trade matching system or determine to route Customer's orders to a trade matching system operated by third parties. In that event, Direct Trading Technologies Ltd, and/or any

one or more of its affiliates, shall have the right (but not the obligation), in the sole discretion of Direct Trading Technologies Ltd or any such affiliate, to act for its own account, and as a counter party or as a broker to Direct Trading Technologies Ltd customers, in the making of markets and the purchase and sale of Foreign Exchange Contracts, Cross Currency Contracts and Metal Contracts via any medium, including without limitation, over any trade matching network in use by Direct Trading Technologies Ltd customers and/or the general public.

#### 4.4. Transmission.

Direct Trading Technologies Ltd shall have no responsibility for delays in the transmission of orders due to disruption, failure or malfunction of communications facilities and shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, to any person or entity arising other than as a direct result of Direct Trading Technologies Ltd's gross negligence.

#### 4.5. Position and Trading Limits.

Direct Trading Technologies Ltd reserves the right to limit the number of Open Positions that Customer may enter or maintain in Customer's Account. Direct Trading Technologies Ltd reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an Open Position. Direct Trading Technologies Ltd will notify clients VIA internal Metatrader mail system, personal email and/or by posting a public notification on our corporate website if any new/updated limit other than standard margin limits is imposed on Customer.

4.6. If a trading account is disabled from trading for any reason; All open/floating positions on Customer's account will be closed automatically by Direct Trading Technologies Ltd at 17:00 CET or at market Close Friday (whichever comes first). Direct Trading Technologies Ltd reserves the right (but not the obligation), in its sole discretion, to issue a partial/full refund of any remaining equities on the banned account.

### **5. MARGIN REQUIREMENTS**

Customer shall provide to and maintain with Direct Trading Technologies Ltd Margin in such amounts, in cash or other such forms, and within such limits as Direct Trading Technologies Ltd, in its sole discretion, may from time to time require. Customer's Account will be under the control of Direct Trading Technologies Ltd, Direct Trading Technologies Ltd may change Margin requirements at any time, without prior notice to Customer, and may call for additional Margin ("Margin Call") at (x) any time Customer's Margin Balance falls below Direct Trading Technologies Ltd's Initial Margin Requirements or Maintenance Margin Requirements as applied to that Account; and (y) any time Direct Trading Technologies Ltd, in its sole discretion, believes that it is

prudent to do so. Direct Trading Technologies Ltd may at any time liquidate Customer's Account in accordance with

Paragraph 9. Direct Trading Technologies Ltd may withdraw funds from the Customer's account without notice:(x) to ensure that Posted Margin equals or exceeds Required Margin; and (y) to satisfy any payment obligation to Direct Trading Technologies Ltd, including commissions, fees and charges in respect of Customer's Account. Direct Trading Technologies Ltd will make all possible efforts to notify the Customer of "Margin Calls" by sending an E-Mail, sending an internal mail of the Metatrade4 system and/or posting a special instruction at the online trader's cabinet. In the event that Customer directs Direct Trading Technologies Ltd to sell any Margin, Collateral, Contract or other property and Direct Trading Technologies Ltd is unable to deliver such Margin, Collateral, Contract or other property to a purchaser because Customer fails to deliver it to Direct Trading Technologies Ltd, Direct Trading Technologies Ltd may borrow or purchase any Margin, Collateral, Contract or property necessary to make such delivery, and Customer hereby agrees to guarantee and hold Direct Trading Technologies Ltd harmless against any liability, claim, loss, damage, cost or expense, including attorneys' fees that Direct Trading Technologies Ltd may sustain.

## **6. SECURITY AGREEMENT**

In order to secure any indebtedness or other obligations at any time owing from Customer to Direct Trading Technologies Ltd, including, without limitation, (i) indebtedness or other obligations under any Account, Contract or other transaction with Direct Trading Technologies Ltd; or (ii) any indebtedness or other obligations resulting from any guarantee by Customer of any Account, Contract or other transaction with Direct Trading Technologies Ltd, Customer hereby assigns, pledges and grants to Direct Trading Technologies Ltd a security interest in and right of setoff against: (i) all of Customer's Accounts with Direct Trading Technologies Ltd; (ii) all Contracts, cash, securities and other property in Customer's Account at Direct Trading Technologies Ltd or delivered or otherwise provided by Customer to secure its indebtedness or other obligations to Direct Trading Technologies Ltd or in Direct Trading Technologies Ltd's possession or control for any purpose (including safekeeping); and (iii) all products and proceeds of the foregoing (collectively, (i), (ii) and (iii) are referred to as "Collateral"). At any time, in Direct Trading Technologies Ltd's sole discretion and without prior demand or notice, Direct Trading Technologies Ltd may apply any or all cash (or sell or buy in any such Contracts, securities or other property and apply the proceeds there from) to any such indebtedness or other obligations, notwithstanding that such indebtedness or other obligations arise in an Account other than the Account in which the cash, Contracts, securities or other property were held or generated.

Notwithstanding Section 9-207 of the New York Uniform Commercial Code, Direct Trading Technologies Ltd shall have the right to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any Collateral it holds (including, but not limited to, using the Contracts as collateral for a loan to Direct Trading Technologies Ltd) free



from any claim or right of any nature whatsoever of the Customer, including any equity or right of redemption by the Customer and to register any Collateral in the name of Direct Trading Technologies Ltd, its custodian or a nominee for either. Any failure by Direct Trading Technologies Ltd to enforce its rights hereunder shall not be deemed a future waiver of such rights by Direct Trading Technologies Ltd, Direct Trading Technologies Ltd is irrevocably appointed as attorney-in-fact for Customer and is authorized, without notice to Customer, to execute and deliver any documents, give any notice and to take any actions on behalf of Customer, including the execution, delivery and filing of financing statements, that Direct Trading Technologies Ltd deems necessary or desirable to evidence or to protect Direct Trading Technologies Ltd's interest with respect to any Collateral. In the event that the Collateral deemed acceptable to Direct Trading Technologies Ltd ("Eligible Collateral") is at any time insufficient to satisfy Customer's indebtedness or other obligations to Direct Trading Technologies Ltd, including obligations to provide Margin in accordance with Paragraph 5 hereof, Customer shall promptly pay upon demand the entire amount of such deficit. Please notice that minus balances that might appear in your trading balance due to using credited bonuses or promotional money is reset by Direct Trading Technologies Ltd at no cost to the Customer. Customer never loses more than initially invested under any circumstances. If a minus balance appears in your trading account at anytime, please feel free to address the issue by contacting customer support.

## **7. NOVATION OF OPPOSING CONTRACTS**

Whenever there may exist in any Customer Account two (2) or more open and opposite Contracts providing in whole or in part for the purchase and sale of the same Foreign Currency, Cross Currency Pairs or Metal Contracts on the same Value Date, such Contracts shall automatically be canceled and replaced by an obligation to settle only the net difference between amounts payable in respect of the relevant currencies under the relevant Contracts, and/or the net difference between the quantities of the relevant currency deliverable there under. Alternatively, Customer understands and agrees that a total margin of 25% of the initial margin would be "used" to keep such trades opened simultaneously. Such a fee is referred to as the "Hedging fee" and is currently set to 25% of the required margin to take one standard lot of any certain contract.

## **8. SETTLEMENT DATE; ROLLOVERS; DELIVERY**

In cases where transactions are executed for physical delivery -where applicable, and pre-agreed-; delivery instructions on the settlement of Open Positions must be given to Direct Trading Technologies Ltd at least two (2) Business Days prior to the Value Date. In the absence of instructions from Customer directing Direct Trading Technologies Ltd to deliver, offset, or roll over Open Positions, DTT Vanuatu is authorized, in Direct Trading Technologies Ltd's sole discretion, to deliver, roll over or offset all or any portion of the Open Positions in Customer's Account at Customer's risk. Delivery of Foreign Currency shall be made to the bank specified by the purchaser in a major city in



the country in which the Foreign Currency is the legal tender. Rollover is the default action taken on such positions opened by the Metatrader platform. Unless otherwise agreed by Direct Trading Technologies Ltd and Customer in writing, the Foreign Currency shall be deliverable by wire transfer. Direct Trading Technologies Ltd may require payment of amounts due from Customer to Direct Trading Technologies Ltd prior to 14:30 GMT on

any day prior to payment of amounts due and payable by Direct Trading Technologies Ltd to Customer on that day. Direct Trading Technologies Ltd and Customer shall exchange, make use of, and periodically update and confirm any standing payment instructions. Spot Metal deliveries will take place at a location and custodian as approved by Direct Trading Technologies Ltd. Sufficient funds to take delivery or the necessary delivery documents must be in the possession of Direct Trading Technologies Ltd. If instructions, funds and documents are not received by Direct Trading Technologies Ltd by the specified time, Direct Trading Technologies Ltd 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 Direct Trading Technologies Ltd, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over Customers' Open Positions may differ on a Customer-by-Customer basis relative to the current balance in the Customer's Account at the moment.

## **9. LIQUIDATION OF ACCOUNTS AND DEFICIT BALANCES**

In the event of: (a) an Event of Default; (b) insufficient Margin, or Direct Trading Technologies Ltd's determination that any Collateral deposited to protect Customer's Account is inadequate, regardless of current market quotations, to secure Customer's Account; or (c) any other circumstances or developments that Direct Trading Technologies Ltd, in its sole discretion, deems appropriate for its protection, Direct Trading Technologies Ltd may, in its sole discretion, take one or more, or any portion, of the following actions: (1) satisfy any obligation Customer may have to Direct Trading Technologies Ltd (either directly or by way of guarantee or suretyship) out of any of Customer's funds or property in the custody or control of Direct Trading Technologies Ltd; (2) sell or purchase any or all Contracts and any securities or other property held or carried for Customer; and (3) cancel any or all outstanding Orders or Contracts or other transactions or commitments made by or on behalf of 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 legal representatives, heirs, executor, administrator, trustee, legatee, successors or assigns and regardless of whether the ownership interest is held individually or jointly with others. Any prior demand or notice of sale or purchase shall not be considered a waiver of Direct Trading Technologies Ltd's right to sell or buy at any time in the future without demand or notice as provided above. In liquidation of Customer's Long Positions and Short Positions, Direct Trading Technologies Ltd may, in its sole discretion, offset in the

same settlement or it may initiate new Long Positions or Short Positions in order to establish a spread or straddle that in Direct Trading Technologies Ltd's sole judgment may be advisable to protect or reduce existing positions in Customer's Account. Any sales or purchases may be made according to Direct Trading Technologies Ltd's judgment and in its sole discretion in any interbank, Over-the-Counter or other exchange market where such business is then usually transacted or at a public auction or private sale, and Direct Trading Technologies Ltd may purchase the whole or any part thereof free from any right of redemption. Customer shall at all times be liable for the payment of any deficit balance in Customer's Account upon demand by Direct Trading Technologies Ltd and in all cases, Customer shall be liable for any deficiency remaining in Customer's Account in the event of the liquidation thereof in whole or in part by Direct Trading Technologies Ltd or by Customer. In the event the proceeds realized pursuant to liquidation are insufficient for the payment of all liabilities of Customer due to Direct Trading Technologies Ltd, Customer shall promptly pay upon demand the entire amount of any such deficit, together with all other deficits and all unpaid liabilities of Customer, including, but not limited to, all costs of enforcement and collection, such as, but not limited to, attorneys' fees, witness fees and travel expenses, interest on any such deficit and liabilities at a rate equal to five (5) percentage points above the then prevailing prime rate at Direct Trading Technologies Ltd's principal bank or the maximum interest rate allowed by law, whichever is lower. In the event Direct Trading Technologies Ltd incurs expenses other than for the collection of deficits, with respect to Customer's Account, Customer agrees to pay such expenses.

## **10. FUTURES COMMISSION MERCHANT**

Direct Trading Technologies Ltd is not currently licensed neither interested to get a license from the CFTC nor the NFA because of the United States of America not being on the major list of targeted audiences in our business plan. Nevertheless, Direct Trading Technologies Ltd acts according to the principles of "self-discipline, service and conduction", Direct Trading Technologies Ltd conducts self-regulation in the futures industry, subject to the state's centralized regulation of the futures industry. Direct Trading Technologies Ltd provides service for futures industry and protects the legal rights and interests of Customers. Direct Trading Technologies Ltd promotes open, fair and orderly of the futures market, maintains a fair competitive order in the futures industry, protects the interests of investors and pushes forward the healthy and steady development of the futures market.

## **11. CHARGES**

Commissions and fees are as specified on the Direct Trading Technologies Ltd website, [www.dttvanuatu.com](http://www.dttvanuatu.com), unless otherwise agreed in writing between Customer and Direct Trading Technologies Ltd as part of this Agreement. Changes to commissions and/or fees are effective immediately upon either a) Direct Trading Technologies Ltd posts these changes on the website or b) provides written notice to Customer in the form of an e-mail or other means. Customer acknowledges and agrees that Direct Trading

Technologies Ltd will deduct commissions/fees from Customer's trading account(s) which will reduce account value. Direct Trading Technologies Ltd reserves the right to liquidate positions if commissions or other charges cause a margin deficiency (See Section 9). Customer funds will not be disbursed until after transactions are settled. The commissions and fees applied to your Account are at rates which you have explicitly agreed upon as part of this Agreement. Before you begin trading with Direct Trading Technologies Ltd, you should obtain a clear explanation of all charges (i.e. commissions, fees, spreads, markups and markdowns, etc.) for which you will be held legally responsible to pay. These charges will have a direct affect on the net results of your trading strategy. Frequent trading will result in increased charges that will have an overall affect on your trading performance. Direct Trading Technologies Ltd may charge for incidental banking related fees such as wire transfers, returned checks, currency conversion, etc. Fees do not currently, but may in the future, include such things as statement charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, or other regulatory or self-regulatory organization arising out of Direct Trading Technologies Ltd's provision of services hereunder. Customer may incur additional fees for the purchase of optional, value added services by Direct Trading Technologies Ltd

## **12. INTRODUCING BROKERS**

If Customer's account has been introduced to Direct Trading Technologies Ltd by an Introducing Broker ("IB"), Customer understands and acknowledges that Direct Trading Technologies Ltd may compensate Introducing Broker for introducing Customer and that such compensation may be on a per trade or other basis. The following is an allocation of responsibilities for each entity. It is intended to be a general disclosure and not a definitive enumeration of each and every responsibility. The Introducing Broker shall have the following responsibilities with respect to Customer's account:

- Contacting, soliciting and/or communicating with Customer regarding investment opportunities and objectives.
- Complying with all laws, rules and regulations applicable to any arrangement or understanding that IB and Customer may have. Including and not limited to all legal documents posted at [www.dttvanuatu.com](http://www.dttvanuatu.com) including this agreement.
- Determining any commissions and fees, whether on a per trade basis or other basis, to be charged for Customer's transactions, in addition to Direct Trading Technologies Ltd's standard commissions and fees.

As the clearing firm for Customer's account, Direct Trading Technologies Ltd shall have responsibility for performing the following services:

- Opening, approving, servicing and monitoring Customer's account(s), including obtaining and verifying new account information as required by law and regulation.
- Maintaining account records on Customer's behalf.
- Accepting and executing transactions in Customer's account(s).
- Determining margin, paying and charging interest, rolling over of open positions, liquidating under-margin positions, and supervising rehypothecation of any funds in Customer's Account(s).
- Debiting from Customer's account any commissions or fees owed to IB or other third party.
- Preparing and transmitting to Customer monthly or, if appropriate, quarterly account statements, by mail or electronically.
- Responding to inquiries or complaints regarding Customer's account.

Customer shall request an officially stamped/legalized receipt for his payment upon making a deposit to his local Introducing Broker. Direct Trading Technologies Ltd shall bear no responsibility in regards to such deposits until they are received from the Introducing Broker and cleared in Direct Trading Technologies Ltd Inc. bank account.

If a Customer requests a withdrawal of his funds held with Direct Trading Technologies Ltd through a local agent or Introducing Broker, Customer hereby agrees to guarantee and hold Direct Trading Technologies Ltd harmless against any liability, claim, loss, damage, cost or expense, including attorneys' fees that Direct Trading Technologies Ltd may sustain; as a result of withdrawing funds through a third party.

Introducing brokers agree that trading on, managing or accessing the Customer's Account on his behalf is not allowed without a proper power of attorney being filed with the Account opening documents. Failure to do so will result in deducting all fees generated as a compensation for the IB from his earned commissions over the given period in which the act took place. Introducing brokers cannot and shall not act as fund managers or asset manager for any accounts introduced by them under any circumstances, except when a proper Limited Power of Attorney is filed and approved by Direct Trading Technologies Ltd. Managed accounts and/or multiple accounts from the same IP address and/or under the same Agent account are not allowed and will be banned with no refunds.

### **13. FOREIGN ACCOUNTS**

Customers not residing in the United States ("Foreign Accounts") may be asked to comply with requests for special information by Direct Trading Technologies Ltd 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, Direct Trading Technologies Ltd 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 are required to provide a copy of a valid government issued photo ID. The ID must include: 1.) Name; 2.) ID number; 3.) Date of birth; and 4.) address. This will be accepted as a single form of identification for account opening purposes. If the government issued photo ID does not contain an address or other required criteria, separate documents will be required. Please notice that no withdrawals of Customer's funds will be processed unless identity verification documents have been properly received and approved by Direct Trading Technologies Ltd

#### **14. TRADE CONFIRMATIONS**

Trades executed online will be confirmed online at the time of the trade and trades entered into by telephone 'when available' will be confirmed verbally and online by 17:00 CET on the day of execution. Reports of the confirmation of orders and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer the sooner of: (x) two (2) Business Days after transmittal to Customer by posted mail; or (y) immediately with respect to Orders confirmed via the Direct Trading Technologies Ltd Online Trading System or MetaTrader Online Trading System. Customer may object to confirmations and statements by telephone 'when available' within the time frames identified above, but any such objection must be confirmed by e-mail to [info@globaldtt.com](mailto:info@globaldtt.com) or in writing within three (3) Business Days thereafter to Direct Trading Technologies Ltd Operations Group at Govant Building, BP 1276, Port Villa, Vanuatu (which confirmation shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested to Direct Trading Technologies Ltd at such address). Failure to object shall be deemed ratification by Customer of all actions taken by Direct Trading Technologies Ltd or Direct Trading Technologies Ltd's agents prior to Customer's receipt of such reports. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein. Customer agrees to immediately call to Direct Trading Technologies Ltd's attention any oral information within 24 hours that Customer has reason to believe is inconsistent with Customer's own information. Customer understands, acknowledges and agrees that errors, whether resulting in a profit or loss to Customer, shall be corrected, and Customer's Account will be credited or debited in such manner and extent as to place Customer's Account in the same position in which it would have been had the error not occurred.

#### **15. COMMUNICATIONS**

Reports, statements, notices and any other communications from Direct Trading Technologies Ltd may be transmitted to Customer by (x) placement on Direct Trading Technologies Ltd's Website; or (y) Registered mail or other delivery service to Customer's current address as reflected on Direct Trading Technologies Ltd's records. Customer shall notify Direct Trading Technologies Ltd immediately of any change in Customer's address by e-mail to [admin@dtvvanuatu.com](mailto:admin@dtvvanuatu.com) or by Registered mail or other delivery service to Direct Trading Technologies Ltd at Govant Building, BP 1276,

Port Villa, Vanuatu. All communications sent by Direct Trading Technologies Ltd shall be deemed effective when deposited by Direct Trading Technologies Ltd in the Registered mail or with another delivery service, or when received by a transmitting agent (such as an Internet service provider) for transmission to Customer, whether actually received by Customer or not. All communications sent by Customer shall not be deemed effective until accepted by Direct Trading Technologies Ltd

As per the terms and conditions requirement set by the governing regulator of Direct Trading Technologies Ltd, electronic versions of the legal agreements, risk disclosures, account applications and account requests are considered binding. All communication sent by Direct Trading Technologies Ltd to the Customer will be sent using the official email address: [admin@globaldt.com](mailto:admin@globaldt.com) or its subsidiaries.

## **16. Direct Trading Technologies Ltd RESPONSIBILITIES**

Direct Trading Technologies Ltd 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 Direct Trading Technologies Ltd, Customer, any market, or any settlement and/or clearing system.

## **17. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

All copyright, trademark, trade secrets and other intellectual property rights in the DTT Vanuatu Ltd Online Trading System or MetaTrader Online Trading System ("Trading System(s)") shall remain at all times the sole and exclusive property of Direct Trading Technologies Ltd and/or its 3rd party service providers and Customers shall have no right or interest in the Trading System(s) except for the right to access and use the Trading System(s) as specified herein. Customer acknowledges that the Trading System(s) are confidential to Direct Trading Technologies Ltd and/or its 3rd party service providers and have been developed through the expenditure of substantial skill, time, effort and money. The Customer will protect the confidentiality of Direct Trading Technologies Ltd and/or its 3rd party service providers by allowing access to the Trading System(s) 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 System(s) or Customer's own Account unless authorized in written by Direct Trading Technologies Ltd Director.; By doing so, Customer denies any right to access or manage the account in question. Customer as well declares the accounts in question VOID as of the moment such distribution or account data was made public. Customer will not copy, modify,



decompile, reverse engineer, and make derivative works of the Trading System(s) or in the manner in which it operates. Customer agrees to submit an internal support ticket and give a six (6) business days time span for Direct Trading Technologies Ltd to provide an initial solution to his issue before Customer addresses such an issue in public forums, discussion boards, review websites and/or any other online resources. Posting any account related issues, reviews, opinions of Direct Trading Technologies Ltd online and/or at public domain before Direct Trading Technologies Ltd has 6 business days to try to resolve the issue is considered a violation of this terms of service agreement and will result in banning the Customer's account (See: P# 4.6)

## **18. INDEMNIFICATION**

Customer agrees to indemnify and hold Direct Trading Technologies Ltd, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, claims, losses, damages, costs and expenses, including attorneys' fees, incurred by Direct Trading Technologies Ltd arising out of: (i) Customer's failure to fully and timely perform its obligations hereunder; (ii) any of Customer's representations and warranties made that may at any time be untrue or incorrect and (iii) any failure or omission by MetaQuotes Software Corporation in providing to customers via Direct Trading Technologies Ltd the MetaTrader Online Trading System. Customer also agrees to pay promptly to Direct Trading Technologies Ltd any and all claims, losses, damages, costs and expenses, including attorneys' fees, incurred by Direct Trading Technologies Ltd in the enforcement of any of the provisions of this Agreement, any Contracts and other transactions hereunder, and any other agreements between Direct Trading Technologies Ltd and Customer and the collection of any amounts due hereunder and there under. Direct Trading Technologies Ltd Inc. agrees to cover Customer recovery fees in the case of any unresolved dispute that is legally found by a court of law. In addition, Direct Trading Technologies Ltd accepts to cover any fees in relation to a filed dispute due to gross negligence by Direct Trading Technologies Ltd

## **19. DISCLOSURE OF CUSTOMER INFORMATION**

Direct Trading Technologies Ltd will not share or sell information regarding its customers and/or prospective customers, except to its employees, agents, partners, and associates as required in the ordinary course of Direct Trading Technologies Ltd's business conducted on behalf of customers, including, but not limited to, Direct Trading Technologies Ltd's banking or credit relationships. Direct Trading Technologies Ltd may also disclose to federal or state regulatory agencies and law enforcement authorities' information regarding Customer and Customer's transactions in response to a request for such information and may disclose information regarding Customer and Customer's transactions in response to a court order or subpoena.

## **20. JOINT ACCOUNTS AND/OR TRUST ACCOUNTS\*\***

If more than one natural person executes this Agreement as Customer, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Agreement is executed by a trust, unincorporated association,

partnership, custodian or other fiduciary, such Customer hereby agrees to indemnify, defend, save and hold free and harmless Direct Trading Technologies Ltd for any liabilities, claims, losses, damages costs and expenses, including attorneys' fees, resulting directly or indirectly from breach of any fiduciary or similar duty or obligation or any allegation thereof, including attorneys' fees.

**\*\*Note>>** Direct Trading Technologies Ltd does not offer Joint/Trust accounts for Retail forex traders. Joint/Trust accounts are available for Professional forex traders only and are accompanied by an additional special 'Joint-Account' service agreement.

## **21. AMENDMENTS**

Customer understands, acknowledges and agrees that Direct Trading Technologies Ltd may amend or change this Agreement at any time. Direct Trading Technologies Ltd will make its best efforts to provide notice to Customer of any such amendment or change by posting the amendment and/or change to the Website and/or by sending an e-mail message to Customer or by internal mail. Customer agrees to be bound by the terms of such amendment or change on the earlier of: (x) three (3) days after Direct Trading Technologies Ltd has posted notice of such amendment or change to the Corporate Website; or (y) on the date of the entry of any Order other than a Liquidating Order. In the event that

Customer objects to any such change or amendment, Customer agrees to liquidate Customer's Open Positions and instruct Direct Trading Technologies Ltd regarding the disposition of all assets in Customer's Account within ten (10) Business Days after notice of the amendment or change has been posted to the Corporate Website. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Direct Trading Technologies Ltd 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 or enforceable.

## **22. TERMINATION**

This Agreement shall continue and be in effect until termination by Customer or DTT Vanuatu Ltd. Customer may terminate this Agreement if: (i) Customer has no open Foreign Currency positions and no liabilities held by or owed to Direct Trading Technologies Ltd; and (ii) Customer has provided three (3) days' written notice to Direct Trading Technologies Ltd by e-mail to [info@globaldt.com](mailto:info@globaldt.com) or by Registered mail or other delivery service to DTT Vanuatu

Ltd and (iii) Direct Trading Technologies Ltd has accepted the notice as provided in Section 16 hereof.

Direct Trading Technologies Ltd may, in its sole discretion, terminate this Agreement at any time, effective as of the close of business on the day notice is sent to Customer. Termination by either party shall not affect any Contracts or other transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement, nor shall it relieve Customer of any obligations arising out of any deficit

balance. Accounts terminated by Direct Trading Technologies Ltd as a result of violating terms of this customer agreement are considered VOID as of the moment the account was terminated. Customer declares and understands that an account being banned for violating any terms of the customer agreement no longer belongs to the Customer; and is considered a property of Direct Trading Technologies Ltd as of the moment of termination.

Without prior notice to, or receipt of further authority from Customer, Direct Trading Technologies Ltd shall have the right to terminate all or any part of any position or account of the Customer, upon or at any time after the occurrence of any of the following events:

- 22.1. Customer fails to make any payment due under this Agreement promptly; □
- 22.2. Customer fails to observe or perform in whole or in part any of the provisions of this Agreement or commits a breach of this Agreement;
- 22.3. Customer maintains parallel accounts for the purpose of arbitraging his trading account; breaches or manipulates any promotions or policies, in Direct Trading Technologies Ltd's sole discretion;
- 22.4. Customer dies, is declared absent or becomes of unsound mind;
- 22.5. A bankruptcy petition is filed in respect of the Customer or, if a partnership, in respect of one or more of its partners or, if a company, any steps are taken or proceedings initiated or protection sought under any applicable bankruptcy reorganization or insolvency law by it in respect of itself or against it including, without limitation, the taking of any steps for the appointment of a receiver, trustee, administrator or similar officer to be appointed over its undertaking or assets or any part of them;
- 22.6. Customer performs a credit card chargeback. In this case, any/all Customer accounts will be frozen and all positions will be closed at the end of the trading day in a manner prescribed by Direct Trading Technologies Ltd;
- 22.7. Direct Trading Technologies Ltd or the Customer is requested by a regulatory body or court, regarding possible illegal activities to close out a position or any part of a position by any governmental or regulatory agency or authority with effective jurisdiction where Direct Trading Technologies Ltd. Is operating from.
- 22.8. Direct Trading Technologies Ltd considers it necessary for its own protection;
- 22.9. The Customer acknowledges Direct Trading Technologies Ltd's right to close out all or any part of any open position of the Customer held by Direct Trading Technologies Ltd should a negative result of these positions lead to surpass the required Security Margin. This does not include negative balances that might appear in your as a result of using free promotional credit generating from a promotional

offer, bonus or contest; Such negative balances are settled by Direct Trading Technologies Ltd Inc. Automatically without any cost to the Customer.

### **23. ENTIRE AGREEMENT**

This Agreement together with the Customer Account Application embodies the entire agreement between Direct Trading Technologies Ltd and the Customer, superseding any and all prior written and oral agreements.

### **24. RECORDINGS**

Customer acknowledges and agrees that any and all conversations between Customer and Direct Trading Technologies Ltd principals, agents, employees or associates, including the O Direct Trading Technologies Ltd Trading Desk and customer service and operations desks may, at the option and in the sole discretion of Direct Trading Technologies Ltd, be recorded electronically 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 Direct Trading Technologies Ltd

### **25. BINDING EFFECT**

This Agreement shall be continuous and shall cover, individually and collectively, all Accounts of Customer at any time opened or reopened with Direct Trading Technologies Ltd, irrespective of any change or changes at any time in the personnel of Direct Trading Technologies Ltd or its successors, assigns, or affiliates. This Agreement, including all authorizations, shall inure to the benefit of Direct Trading Technologies Ltd and its successors and assigns, whether by merger, consolidation, or otherwise and shall be binding upon Customer and/or the personal representatives, heirs, executor, administrator, trustee, legatees, legal representative, successors and assigns of Customer

### **26. LAW AND JURISDICTION; SEVERABILITY**

This Agreement is governed by, and shall be construed in accordance with the laws of the state of Vanuatu, without giving effect to any conflict of laws doctrine that would interfere with or prevent the application of this provision. With respect to any suit, action or proceeding ("Proceeding") relating to this Agreement, Customer irrevocably (i) submits to the exclusive jurisdiction of the State and federal courts located in at Vanuatu,; (ii) agrees to service of process in any legal proceeding by sending copies thereof by registered or certified mail, if practicable (postage prepaid) to the other party at the address set forth in this Agreement or updated as provided in Paragraph 15 hereof (where service of process is being made by Direct Trading Technologies Ltd); (iii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding have been brought in an inconvenient forum; and (iv) further waives the right to object, with respect to such Proceeding, that such court does not have jurisdiction over such party.

Any involved arbitration shall be conducted according to the rules then in effect of the US

International Arbitration Act 482 U.S. 220 (1987). Any award of the arbitrator(s) will be final and binding. If any clause of this Agreement is determined void or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

## **27. ACCEPTANCE**

This Agreement shall not be deemed to be accepted by Direct Trading Technologies Ltd or become a binding contract between Customer and Direct Trading Technologies Ltd until the signed Customer Account Application has been received and approved by Direct Trading Technologies Ltd. In the event that there are any unauthorized alterations or deletions to this Agreement or related documents such alteration and deletions shall not be binding on Direct Trading Technologies Ltd and said original forms shall govern Account. Direct Trading Technologies Ltd must receive an original signed copy of the entire Customer Account Application and Customer within seven (7) days of completion of the online Customer Account Application. If Direct Trading Technologies Ltd does not receive the Customer Account Application and Customer Agreement with original signatures, Direct Trading Technologies Ltd reserves the right to liquidate any Open Positions in the Account and to close the Account.

## **28. AUTHORIZATION TO TRANSFER FUNDS**

Customer hereby agrees that Direct Trading Technologies Ltd may at any time and from time to time, in the sole discretion of Direct Trading Technologies Ltd, apply and transfer from any of Customer's Accounts with Direct Trading Technologies Ltd to any of Customer's other accounts, whether held at Direct Trading Technologies Ltd 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.

## **29. SPOT METAL**

Spot Metal contracts are not subject to regulation by the U.S. Commodity Futures Trading Commission, National Futures Association under the Commodity Exchange Act., the U,K, FSA or The Mauritius Financial Services Commission.

Consent to Electronic Transmission of Account Statements - Customer hereby consents to receive account statements (monthly and daily statements) online. Direct Trading Technologies Ltd will provide Customer with password-protected access to online reports. Customer will be able to generate daily, monthly and annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits, etc. Hard copies of monthly customer statements are available upon request only and may incur an additional charge. Statements are deemed received when made available to Customer by Direct Trading Technologies Ltd, regardless of whether Customer actually accessed the statement.

Customer is responsible for alerting Direct Trading Technologies Ltd to any change in his/her e-mail and/or residential address. This consent shall be effective until revoked by Customer in writing and received by Direct Trading Technologies Ltd according to paragraph 15 of this Customer Agreement.

### **30. AGREEMENT TO USE COLLATERAL**

Customer authorizes Direct Trading Technologies Ltd to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any Collateral held by Direct Trading Technologies Ltd, including, but not limited to, using the Contracts as collateral for a loan to Direct Trading Technologies Ltd, and, further dealing 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 DTT

Vanuatu Ltd This Agreement to Use Collateral shall remain in effect so long as Customer's Account with Direct Trading Technologies Ltd remains open or Customer has any obligations of any kind to Direct Trading Technologies Ltd, under the Customer Agreement.

### **31. SOCIAL SECURITY / TAX ID CERTIFICATION**

Customer hereby certifies, under penalty of perjury, that (1) the number provided on the Customer Application is Customer's valid Social Security or Taxpayer Identification Number and (2) the ownership, or beneficiary, of Customer's Account is not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code in the United States; European Council Directive 2003/48/EC in Europe or an equivalent law in the country of residence of Customer.