



## TERMS & CONDITIONS

### 1. General Terms

This contract explains the use of various conditions applied to the services available on Our Site (henceforth "Our site. "). Please feel free to communicate with us by e mail whenever you have a question.

Our web site is accessible worldwide to anyone with Internet access. Access to and use of our site are subject to these terms and conditions.

BY USING AND ACCESSING OUR WEB SITE, YOU ACCEPT, WITHOUT LIMITATION, ALL OF THE BELOW TERMS AND CONDITIONS We reserve the right to change these terms and conditions at any time. Change of these Terms & conditions will occur by mere posting of a new and modified version of these terms and conditions on our web site. By using our web site, you agree in advance that each use will be subject to the then applicable Terms & conditions. By using our web site, you accept its Terms & conditions and Privacy Statement set forth below. If you do not agree with these policies, discontinue using this site immediately.

### 2. Online Services Agreement

This Agreement is made by and between Tradelly.Ai ("Our site") and you (the "Client/ Customer"). This Agreement applies to both the Site, its trading platform and to the electronic content and / or software currently contained on the Site that provides the customers with real-time information on exchange rates of currencies, the program transaction services on the forex market via internet, telephone or fax and any other features, content or services that Tradelly.Ai may add later (the "Services").



### **3. Membership Eligibility**

Services are available and reserved only for individuals or businesses that can establish a legally binding contract under the laws applicable in their country of residence. Without limiting the undermentioned terms, our Services are not available to people aged under 18 or who have not attained the legal age (“Minors”). If you are a minor, you cannot use this service. PLEASE DO NOT USE THIS SITE IF YOU ARE NOT QUALIFIED.

To avoid any doubt, we disclaim any liability for unauthorized use by minors of our Services in any manner or another. In addition, our Services are available only for people who have experience and enough knowledge in financial matters, able to evaluate the benefits and risks of acquiring financial contracts via this site. You are solely responsible for any decision and / or made by you based on the content of the Site.

Without derogating from the above-mentioned provision, we disclaim any responsibility for auditing and/or checking your level of knowledge and/or experience, and any liability for damages and/or loss suffered as a direct result and/or indirectly from your use of the Site. It is the same for any transaction and/or use of the Services. Without limiting the above-mentioned provisions, our Services are not available in areas where their use is illegal and Tradelly.Ai reserves the right to refuse and/or cancel access to its services to anyone at its sole convenience.

### **4. Registration Information and Requirements**

When registering, you’ll have to provide certain identifying information. You are responsible for the security of your account’s login and password with Tradelly.Ai. You are solely responsible for any damage caused by reason of any act or omission resulting in improper or illegal use of your account.

You agree to provide accurate and complete information about yourself during the registration process and you also agree not to impersonate another person or entity, and not to hide your identity for Tradelly.Ai for any reason whatsoever. If you register as a commercial entity, you declare that you have the required authority to bind that entity to this Agreement.

Tradelly.Ai treats your information with great care according to the [General Data Protection Regulation \(GDPR\)](#)- privacy and security law within Europe.



The information you provide to us according to the disclosure of information is provided during the registration process and in the privacy policy.

## **5. Legal Restrictions**

Without limiting the undermentioned provisions, you understand that laws regarding financial contracts vary throughout the world, and it is your responsibility to make sure you properly comply with any law, regulation, or guideline in your country of residence regarding the use of the Site. To avoid any doubt, the ability to access our Site does not necessarily mean that our Services and/or your activities through the Site are legal under the laws, regulations, or directives relevant to your country of residence. You hereby declare that the money in your account with Tradelly.AI does not come from drug trafficking, kidnapping or any other illegal or criminal activity.

## **6. Limited License**

Tradelly.AI grants you a limited non-exclusive, non-transferable license to access and use the Site (the "License"). The license is subject to your compliance with the terms of this Agreement. You agree not to resell or make available the Site to any other person and will not copy any documents contained on the Site for resale or for any other purpose without the prior written consent of Tradelly.AI.

To avoid any doubt, you will be liable and bound by any unauthorized use of the Site, in violation of this section. You agree to use all the information received from the information systems Tradelly.AI for the sole purpose of performing transactions in the only limits of the Site.

You also agree not to use electronic communication features of a Service on the Site for any illegal, abusive, intrusive, obscene, threatening, or hateful purpose, as well as harassment and vilification in the privacy of others. The license granted hereunder shall be terminated per immediate if Tradelly.AI considers that any information provided by you, including your e-mail is no longer current or accurate, or if you fail to comply with any term or condition of This Agreement and all rules and guidelines for each service. It will be the same if Tradelly.AI determines that you committed a



crime on the Tradelly.AI trading platform (including without limitation the conclusion of a transaction outside the market rates).

If such a violation occurs, you agree to cease accessing the services. You agree that Tradelly.AI, in its sole discretion and with or without notice, may terminate your access to all or part of the Services, close any open transaction and remove and discard any information or content within a Service.

## **7. Risk Disclosure**

You agree to use the Site at your own risk.

Without limiting the undermentioned provisions, the services provided on this site is intended only to customers who are able to withstand the loss of any money they invest and who understand the risks and have experience in taking risks in financial markets. The possibility exists that you could endure a loss of some or all your initial investments and hence you should not invest money that you cannot afford to lose. You should be aware of all the risks related investing or trading and solicit advice from an independent financial advisor in case of doubts.

## **8. Financial Information**

Through one or more of its Services, Tradelly.AI can make available to you a wide range of financial information that is generated internally from agents, suppliers, or partners (“Third Party Providers”). This includes, but is not limited to financial market data, quotes and news, analyst opinions and research reports, graphs, and data (“Financial Information”).

The financial information provided on this Site is not intentional investment advice. Tradelly.AI offers financial information only as a service. Tradelly.AI and its Third-Party Providers do not warrant the accuracy, timeliness, completeness or correct sequencing of the financial information, or results of your use of this financial information. The financial information may promptly become unreliable for various reasons, including, for instance, changes in market conditions or economic circumstances. Neither Tradelly.AI nor the Third-Party Providers are required to update the information or opinions included in the financial information, and we can interrupt the flow of financial information at any time without notice.

It is your responsibility to verify the reliability of the information on the Site and its



suitability for your needs. We exclude all liability for any claim, damage or loss of any kind caused by information contained in the Site or referenced by the Site.

## **9. Links**

Tradelly.Ai may offer a link to other websites that are provided or controlled by third parties. Such link to a site or sites is neither an endorsement or an approval nor a sponsorship or an affiliation to such site, its owners or its suppliers. Tradelly.Ai recommends you make sure you understand the risks associated with the use of such sites before retrieving, using or purchasing via the Internet.

Links to these sites are provided solely for your convenience and you agree not to hold Tradelly.Ai responsible for any loss or damage due to the use or reliance on any content, products or services available on other sites.

## **10. Trading Cancellation**

Tradelly.Ai reserves the right in its sole discretion, to refuse or cancel services, and/or refuse to distribute profits to any person for legitimate reasons, including, without limitation:

If Tradelly.Ai has reason to believe that a person's activities on the Site may be illegal.

If Tradelly.Ai may be harmed by any fiscal or pecuniary damage due to anyone's activities.

If Tradelly.Ai, consider that one or more operations or requests from the client on the Site were made in violation of this Agreement.

## **11. Payment procedure**



Tradelly.AI finance department supervises every withdrawal request submitted. Identification documents must be submitted (be)for any withdrawal. Any withdrawal will be charged with the amount of €50 or its equivalent in the base currency of the account, once a withdrawal request is submitted, the request must go through the account manager for approval and then to "Risk Management team" for the second approval. Tradelly.AI may take up to 7 business days to process the request. When your application is approved, please wait for another 5 to 7 additional days before seeing your funds in your account.

## **12. Bonuses or perks**

Tradelly.AI provides attractive rewards features to its new and regular clients. Bonuses and one-time trading credits are part of Tradelly.AI promotions program. These bonuses are limited by time and the conditions related to any bonuses are subject to change.

To withdraw your bonus, you will be asked to perform a trading volume of at least 30 times for each €1 bonus. The bonus can be withdrawn only when the foregoing stipulation has been fully respected and fulfilled. Any withdrawal of funds from an account made before completing the terms of bonus will be immediately canceled and removed from the account. Any indication of fraud, manipulation, cash back arbitrage or other forms of deceptive or fraudulent activity based on the provision of the bonus will invalidate the account and any profits or losses collected.



### **13. Limited Liability**

We are committed to ensure continuity of the Services on the Site. However, we assume no responsibility for any error, omission, deletion, interruption, delay, defect, in operation or transmission, communications line failure, theft or destruction or unauthorized access or alteration of the Site or Services. We decline responsibility for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, hardware or software, or any technical failure because of technical problems or traffic congestion on the Internet, the Site or any Service.

To the extent permitted by applicable law, in no event shall we be liable for any loss or damage arising from use of the Site or Services for any content posted on or through the Site or Services, or the conduct of all users of the Site or Services, whether online or offline.

IN NO EVENT Tradelly.Ai OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER TO YOU, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE SITE OR THE SERVICES, INCLUDING



WITHOUT LIMITATION THE QUALITY OF THE USEFULNESS OF INFORMATION PROVIDED THROUGH OR AS PART OF THE SITE OR ANY INVESTMENT DECISION MAKING ON THE BASIS OF THE INFORMATION, WHETHER THE DAMAGES WERE PREDICTABLE OR NOT AND WHETHER OR NOT Tradelly.Ai HAS BEEN ACQUAINTED WITH THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT, SHALL Tradelly.Ai CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT OF MONEY YOU TRANSFERRED OR DEPOSITED IN YOUR ACCOUNT ON THE SITE IN CONNECTION WITH THE TRANSACTION GIVING RISE TO SUCH LIABILITY.

#### **14. AML Procedures**

**Prohibited Uses:** It is prohibited to abuse this Site for purposes of money laundering. Tradelly.Ai employs best practice anti-money laundering. Tradelly.Ai reserves the right to refuse and to terminate any business relationship, and to cancel any operation of customers who do not comply with the requirements of anti-money laundering:

Online traders should provide all information required for registration. The earnings will be paid to the person who first registered for an account online. When a customer maintains an account through wire transfers, the gains will be distributed to the sole owner of the originating bank account. When you make deposits in this way, it is the responsibility of the live trader to ensure that the trader's account number and the registered name of the account owner accompany every transfer to Tradelly.Ai.

When a fund is made using a credit card or debit card, the winnings will be distributed solely to the person whose name appears on the card used to make the deposit and will not be reimbursed on the same card.





Only one account is allowed per person. No gains can be levied on accounts opened under false names or multiple accounts opened by the same person.

Tradelly.AI may, from time to time at its sole discretion, require from a customer to provide additional proof of identity such as notarized copy of passport or other means of identity verification as deemed necessary circumstances and may, at its sole discretion, suspend an account until the required proof is provided.

### **15. Intellectual Property**

Every content, trademark, service mark, trade name, logo and icon are the property of Tradelly.AI or its affiliates or agents and are protected by law and international treaties and provisions relating to copyright. You agree not to remove copyright notices or other indications of protected intellectual property rights of any material you print or download from the Site. You will not obtain intellectual property rights, or any right or license to use such material or the Site, other than those set forth herein.

Images displayed on the Site are property of Tradelly.AI. You agree not to upload, post, distribute or reproduce any information, software or other material protected by copyright or other intellectual property right (including rights of publicity and privacy) without first obtaining permission from the copyright owner and the prior written consent of Tradelly.AI.

### **16. Indemnification**

You agree to defend and indemnify Our company and its officers, directors, employees, and agents and to hold them harmless from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of / or in any way connected with your access to / or use of the Site or Services; your violation of any of the terms in this Agreement; or your breach of any applicable laws or regulations.

### **17. Term and Termination**

The term of the Agreement shall be unlimited however Our Company will be allowed to terminate this Agreement at any time by notice to you. As of termination, you shall not be able to carry out new transactions.



## **18. General clause**

Our company will not be liable in any way to any persons in the event of force majeure, or for the act of any government or legal authority. In the event that any provision in this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of a party to enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision. Our company may assign this Agreement or any rights and/or obligations hereunder without your consent. Our company may amend the terms of this Agreement from time to time by posting the amended terms on the Site. You are responsible for checking whether the Agreement was amended. Any amendment shall come into force as of the day it was published on the Site. If you do not agree to be bound by the changes to the terms and conditions of this Agreement, do not use or access our Services, and inform us in writing immediately.

## **19. KYC Policy**

Know your customer policies have become increasingly important worldwide lately, especially among banks and other financial institutions, in order to prevent identity theft, money laundering, financial fraud and terrorist activity.

Tradelly.Ai holds a zero-tolerance fraud policy and is taking all measures possible to prevent it. Any fraudulent activity will be documented and all related accounts to it will be immediately closed. All funds in these accounts will be forfeited.

Prevention:



Tradelly.AI aims to ensure the integrity of any sensitive data it obtains, such as your account information and the transactions you make, using a variety of security measures and fraud controls. Securing your electronic transactions requires us to be provided with certain data from you, including your preferred deposit method.

Once you deposit funds, we will require the following documents:

- A copy of your valid passport with the signature page
- A copy of your Identity national card or Driver's license (Front& back).
- Copies of your credit cards, used to make the deposit (Front side with the 6 last digits visible and the last 4 digits, back side with the CVV covered).
- A copy of a recent utility bill in your name and address
- A signed purchase history of your online transactions
- A selfie of you holding your id card

If you have any questions, please don't hesitate to contact our customer support:

[Support@Tradelly.AI](mailto:Support@Tradelly.AI)

When do I need to provide these documents?

We highly appreciate you taking the time to provide us with all the necessary documents as soon as you can, in order to avoid any delays in processing your transactions. We require the receipt of all the necessary documents prior to making any cash transactions to your benefit.

Some circumstances may require us to request these documents before allowing any other activities in your account, such as deposits or trades.

Please note that if we will not receive the required documents on file, your pending withdrawals will be cancelled and credited back to your trading account. We will notify you on such event via our system.

How can I send you these documents?

Take a high-quality digital camera picture, save the images as jpegs, then send it



to us via mail to [Support@Tradelly.Ai](mailto:Support@Tradelly.Ai)

How do I know my documents are safe with you?

Tradelly.Ai holds the security of documentation at highest priority and treats all documents it receives with utmost respect and confidentiality by [General Data Protection Regulation \(GDPR\)](#). All files we obtain are fully protected using the highest level possible of encryption at every step of the verification process.

## **20. Inactivity**

A lack of account movement/ cooperation {any kind of trades and balance movement or lack of cooperation with TradellyAi's representatives} for a period of over 5 consecutive days {AKA Inactivity in liquid accounts}, may and will result in a financial penalty which Tradelly.Ai can decide anytime the fee amounts that will be deducted from the account, based on account size, leverage size, market events and market movements.

We thank you for your understanding in helping us make Tradelly.Ai a safer place to trade.

By using or working with Tradelly.Ai as clients, investors, traders and users you are also agreeing with the following document to its full extent:

### **Section 1. General Terms**

The general terms listed below will have the following meaning, whether in singular



or in plural form:

1.1. “Base currency”- the currency, one unit of which is equal to a number of units of the second currency in the currency pair.

1.2. “Currency pair “- a pair of currencies forming a currency quote. 1.3.

“Trade Quantity”- the number of base currency units indicated in the order.

1.4. “Trading market “- a market, where convertible currencies are traded worldwide among financial institutions.

1.5. “Minimum order “- the minimum amount of base currency allowed for trading. For the purposes of this Agreement, it is the amount of one-unit base currency of the quoted currency pair.

1.6. “Market order “- it is executed at the moment of placing at the current price (quote) of the respective currency pair.

1.7. “Quote/ price of market closing “- the price at 22:00 h (21:00 h on Friday) GMT, of the different types of currencies, every business day for the duration of the position, which quote is determined by Tradelly.Ai to be accurate, respective and fair to the Client.

1.8. “Maximum drawdown “- the level of risk, accepted by the Client for the Managed Trading Account. It may vary from zero percent (0%) to one hundred percent (100%), where at zero the orders to the Client's account are put on hold, and at one hundred, the level of risk is the highest and corresponds to the risk, shown in the selected by the Client strategy for signal generation by the System.

1.9. “Margin “- the guarantee amounts into the Client's account, used for securing the open positions.

1.10. “Net profit “- the positive difference between the current account balance and the amount, initially deposited by the Client.

1.11.” Revaluation of an open position”- the daily credit or debit amount of the difference between the price(quote) of the trade execution and the price(quote) of market closing for the respective currency pair, applied to the Client's account in the base currency of the Account.



1.12. "The System" - a system of computer modelled automated strategies for generating signals for Trading, using different mathematical algorithms and technical analysis indicators, created and maintained by Tradelly.AI or by third parties.

1.13. "Managed Trading Account" or "Account" - the currency trading account in the name of the Client at Tradelly.AI. The client deposits funds into this account or withdraw funds from it, and Tradelly.AI performs execution of trades following the signals generated by the System.

1.14. "Spread" - the difference between the "bid" and "ask" price in the quote of the currency pair.

1.15. "Current balance" - the current account balance is calculated at any given moment, by adding to the account balance the revaluations of the results from opened currency positions and the accrued result from the closed trades for the day, revaluated at the current market price, minus the margin amount, required for the opened positions.

1.16. "Third parties" - all parties other than Tradelly.AI, whose strategies are offered to the Client by Tradelly.AI exclusively, Inclusive of software, programs, services, and applications which are integrated into Tradelly.AI platform for better usage.

1.17. "Broker's Guarantee" - While performing a BG, the client authorizes the acquisition of the amount agreed with the broker to be added to the client's account by the liquidity provider and according to its policy.

The client is obligated then to complete total funding of the BG's amount within the period of time agreed upon Liquidity provider's policy.

In case the client fails to fulfill his BG on time, Tradelly.AI has the right and is obligated to deduct all profits generated within this period of time on the account, moreover the BG's amount will be deducted from the account to cover the funding received from the Liquidity provider.

Tradelly.AI has the right to fully terminate this agreement and close the client's account with no payouts to the clients as a penalty fee.

1.18. "ECN" - Tradelly.AI operates as an ECN, generally an electronic system that widely disseminates orders entered by market makers to third parties and



permits the orders to be executed against in whole or in part, which takes commission out of the spreads.

1.19. “Group Purchasing Organization (GPO)”- Tradelly.Ai has the access for using purchasing groups as a purchasing power favor that is created to leverage the purchasing power of a group of businesses or individuals to obtain discounts from vendors or liquidity providers based on the collective buying power of the GPO members. By authorizing the access to these events you are acknowledging the risks of the markets, CFDs trading are complex and come with a high risk of losing money rapidly due to high leverage.

## **Section 2. Subject of the Agreement**

2.1. Under this Agreement the Client requests and Tradelly.Ai agrees to perform spot margin trade on currency pairs or CFDs on the Trading market on behalf of Tradelly.Ai and at the Client's expense, with funds, which the Client keeps into his/her Managed Trading Account opened at Tradelly.Ai.

2.2. Trading with funds from Clients' Managed Trading Accounts is performed on the basis of signals generated by the System.

2.3. Trading with funds from the Managed Trading account will be performed only on the market, where only trades with currency pairs and CFDs shall be executed.

2.4. Upon the execution of this Agreement the Client opens a Managed Trading Account at Tradelly.Ai, with a minimum account balance as specified below in this Agreement.

2.5. All gains or/and losses are instantly and automatically reflected into the Client's account upon closing every trade. All rights and obligations, which Tradelly.Ai acquires as a result of the trades under this Agreement, will be considered to be rights and obligations of the Client.

## **Section 3. Term of the Agreement**

3.1. This Agreement takes effect on the Commencement Date, but not prior to funding has been received into the Client's Managed Trading Account to the amount not less



than the required minimum, as defined in Art. 5.1. Further below, for the Initial Term of one (1) year (hereinafter referred to as the Initial Term).

3.2. This Agreement remains in force for the Initial Term and shall continue for successive periods of one (1) year.

#### Section 4. Rights and Responsibilities of the Parties

##### **4. The Client has the right to:**

4.1.1. Receive a complete and accurate statement of the inflow and/or outflow of funds into and/or from his/her Managed Trading Account. The statement is provided according to the terms of Section 8 of this Agreement.

4.1.2. Have real-time access through the website and trading platform of Tradelly.Ai to the current balance of his/her Managed Trading Account.

4.1.3. Show in Annex 1 to this Agreement, the strategy he/she wishes to be used by the System for the management of the assets, deposited into the Account.

4.1.4. Withdraw funds from the Managed Trading Account according to Section 6. of this agreement and only as long as it does not fall below the minimum required balance of the client's account type (Margin), this required to be available in the Account according to account types.

In case such happens, the account is held on "Margin", the client needs to top up his account balance or else Tradelly.Ai is authorized to trade the account until balance (Margin) turns equal to minimum required for the acc. Type.

4.1.5. Deposit funds to the Managed Trading Account at any time.





4.1.6. Change the current maximum drawdown he/she is willing to accept for the Managed Trading Account, upon having his/her application approved by Tradelly.AI. The maximum drawdown is specified in Annex I to this Agreement.

4.2. The Client is obliged:

4.2.1. Not to perform any management of the funds into the Account (except funding and withdrawing according to the procedure described in Section 6 of this Agreement) for the term of this Agreement.

4.2.2. To accept all profit/losses from trades executed according to the terms of this Agreement.

4.2.3. To pay all the fees and incurred costs within the proper time frame, as specified in this Agreement.

4.3. Tradelly.AI has the right to:

4.3.1. Manage the Client's funds in the Managed Trading Account according to the trading strategy selected by the Client or suggested by his personal Broker.

4.3.2. Execute only non-cash spot trades on margin with currencies and CFDs on the market based on signals generated by the System.

4.3.3. Demand funds for the purpose of collecting fees and charging commissions, due by the Client to Tradelly.AI, pursuant to the current Agreement.

4.3.4. To stop temporarily or fully the management of funds in the Managed Trading Account of the Client, when:

The Trading market is closed for trading.

Currency trading has been suspended for any reason.

There are force majeure circumstances, which make the trading in foreign currencies impossible for a certain period of time.

The market conditions are unfavorable for trading on the Trading market.

The funds for management in the Account are insufficient for the execution of spot margin trades in currencies or CFDs.



Tradelly.AI has the right to increase the risk on the account of up to 100% in cases the account balance drops below the required minimum amount to sustain such account type or in general at the client's approval.

Tradelly.AI has the right and obligation to perform and execute trades on client account due to spreads commission taken from the account in company favor.

Tradelly.AI is obligated to place positions on clients account in case there are no executed orders on the account, due to spreads favor mentioned above.

4.3.5. To manage the funds into the Client's Managed Trading Account in certain cases such as:

Depositing and withdrawing funds into and from the Account (except in the case of closing the Account).

Change in the maximum drawdown.

4.4. Tradelly.AI is obliged to:

4.5. Provide a statement of the methods and results from the management of the funds into

the Managed Trading Account.

4.6. Provide the Client with access to the current balance of the Managed Trading Account through Tradelly.AI website or trading platform. This access is secured by an account number and password and may be with 2 FA as well.

4.7. Use SSL secure protocol protections for every transaction.

4.8. Secure all client's funds in a segregated account at Tradelly.AI official liquidity providers- All funds are guaranteed up to minimum margin by regulation in case of bankruptcy.

## **Section 5. Specifics and Steps in the Execution of the Agreement**

5.1. The client opens a Managed Trading Account with Tradelly.AI, with the minimum required deposit of €500.00 or their equivalent in GBP, USD, CHF or JPY. Deposits below the above-mentioned amount are acceptable, however an additional fee of €49.99 per month (per account) is charged. The company has the right not to accept deposits made below the amount of €500.00.



5.2. Tradelly.AI trades on its behalf and for the Managed Trading Account of the Client. All the other Client's accounts at Tradelly.AI are not subject to this Agreement.

5.3. Tradelly.AI will manage the Client's Trading Account using opening, closing, and changing signals for currency and CFD positions, generated by the System. The Client selects a strategy which generates signals to be automatically followed by the System.

5.4. The orders and trades with currencies under this Agreement have a minimum volume of one micro lot (0.01 lots) of the base traded currency and 0.01 lot increments.

5.5. All orders executed through the System for the Account of the Client are a purchase or sale of a defined volume (quantity) of the base currency against the sale or purchase of the respective quantity of a second (counter - quoted) currency or CFD.

- Trading account is permitted to open only 1 position a day per 1 asset at the quoted by the liquidity providers of Tradelly.AI, which corresponds to the current price level of these currencies on the International Foreign Exchange Market.

5.6. The orders are executed electronically and only through the Managed Trading Account. All positive or negative exchange rate differences, as a result of all trades on margin, as well as some revaluation of current daily open positions, are placed on the same managed account.



## Section 6. Funds Deposit and Withdrawal

6.1. The Client can deposit funds to his/her Managed Trading Account via card payment or a bank wire transfer to the bank accounts of Tradelly.Ai and with E-wallet.

6.2. The Client has to submit a prior request for the amount of funds he/she wants to withdraw from his/her Managed Trading Account. The execution of the withdrawal request is carried out within fourteen business (14) days of the day the request has been approved. Tradelly.Ai transfers the requested application for withdrawal to "Risk Management Team" for further calculation and inspection, then recommend the resulted maximum amount for withdraw without putting the account beyond the "normal risk", after client's application has been approved, the funds will be transferred to the bank account/ Credit card/ E-wallet specified by the Client.

6.3. The Client cannot withdraw funds from his/her account if the Account balance is below its minimum equivalent in the account's base (Account type) without terminating the agreement.

6.4. The Client can withdraw funds from his/her account not earlier than ninety (90) trading days after the account has been opened or after the Agreement has been executed, whichever date is the latest.

6.5 The client can only withdraw funds from the account once in a month or according to the withdrawal plan generated for him specifically (monthly, quarterly, annually).

## Section 7. Interest Rates, Fees and Commissions

7.1. The Client pays the following Interest Rates, Fees and Commissions to Tradelly.Ai for the management of the Trading Account:

7.1.1. Execution Commission – A percentage of the accumulated net profit or the trading fees accumulated per trading volume targets for the Client specified in Annex I, the difference between the bid and ask (spreads). The reporting of the results reported upon trading volume reached as per account volume and type. The payment of fees will be paid via E-wallet or Wire transfer. In cases where there is a negative profit for the given period, no commission is due by the Client. The commission for



the previous month is applied and withheld if the level of the maximum reported gain is exceeded.

7.2. Tradelly.Ai has the right to change at any time the fees and commissions it charges and collects from the Managed Trading Account for the execution of this Agreement.

7.3. Tradelly.Ai collects the interest rates, fees and commissions due by the Client under this Agreement, by charging the Client's Account.

7.4. All payments, due by Tradelly.Ai to the Client, are paid into his/her Account at Tradelly.Ai.

## Section 8. Statements and Reporting

Tradelly.Ai prepares and releases a quarterly statement of the executed trades under this Agreement. This statement will be sent to the e-mail address specified by the Client at the end of each quarter if there was activity in the account.

## Section 9. Declarations and Agreement by the Client. Indemnification of Tradelly.Ai.

9.1. By signing this Agreement, the Client declares that:



9.1.1. He/she will hold neither Tradelly.Ai, nor its employees, managers, partners, or directors liable for the results of the limited management of his/her account. The previous sentence shall not be valid in the cases where there has been proved intentional or gross negligence of the respective person.

9.1.2. He/she agrees and accepts the fact that the limited management of the Account will be based on signals for opening, closing or changing of positions in currencies, generated by the System, using different mathematical algorithms, indicators, software's, programs and applications of technical analysis - strategies, created and maintained by Tradelly.Ai or third parties - as chosen by the Client.

9.1.3. He/she agrees and accepts the fact, that when technical means for the limited management of his/her Account are used the general risk of using computer systems exists. The Client agrees that this risk may include hardware, software and/or communication errors/disruptions, loss of data and/or unauthorized interference by third parties.

9.1.4. He/she agrees and accepts the fact that with the limited management of his/her Account, Tradelly.Ai acts as an intermediary as well as a counterparty when executing orders, based on trading signals generated by the System or by third parties. In those cases, Tradelly.Ai is not responsible for the timely and exact execution of the orders by third parties, as well as for any delays or price differences compared to Tradelly.Ai signals and quotes.

9.1.5. He/she agrees and accepts the fact that all orders are executed as "market" orders, regardless of the order types, which generate signals by the System.

9.1.6. He/she agrees and accepts the fact that due to the high volatility of the Trading



market as well as the time necessary for the execution of trades, the execution price may not correspond to the price generated by the trading signal of the System.

9.1.7. He/she will not hold neither Tradelly.Ai and/nor its employees, partners and/or directors liable for any inaccuracies, errors or losses that has resulted from the trading strategies developed by third parties, if the Client has chosen such strategies.

9.1.8. He/she agrees and accepts the fact that trading currencies on the Trading market is a highly risky activity and that the individual who does not understand the risk associated with this kind of trading and is not prepared to accept the risk, should not sign this Agreement.

9.1.9. He/she agrees that the available funds in the Managed Trading Account may be lost partially or fully as a result of the limited account's management taking into account the maximum drawdown specified by the client which Tradelly.Ai provides subject to the terms and conditions of this Agreement. The System will initiate a closure of all open positions and discontinues further trading if the maximum drawdown level is reached thus limiting the losses.

9.1.10. He/she agrees and understands that if funds in the Account fall below the minimum of €10,000.00 or its equivalent in the base currency of the account, as a result of funds withdrawal by the Client, Tradelly.Ai has the right to terminate the Agreement.

9.1.11. He/she agrees and accepts that in the cases this Agreement has been terminated by any reasons whatsoever, Tradelly.Ai has the right to immediately charge all due payments for the respective period of the management of the Account.

9.1.12. The Client declares that he/she understands that all trades subject to this



Agreement will be spot currency trades and CFDs on margin executed at the best price available on Tradelly.AI liquidity.

9.2. The Client declares that he/she understands and accepts that trading as stipulated in this Agreement refers to spot currency and CFD trading and only.

#### Section 10. Conflict of Interests

10.1. The parties agree and accept the fact that under this Agreement Tradelly.AI engages itself in specific activities and it is possible that conflicts of interests may arise in the execution of trades for the account of the Client.

10.2. Tradelly.AI may not use discriminatory practices with respect to the Client (providing quotes, execution time) different from the practices it applies for any other client in the trade execution on the market.

10.3. The Client shall not hold Tradelly.AI or its employees, associates and directors liable for the results from the execution of trades for the account of the Client on one hand and as the counterparty to those same trades, on the other.





## Section 11. Commencement and Termination

11.1 This Agreement becomes effective on the date of receipt of the Client's minimum required funds into his/her account at Tradelly.AI, pursuant to Art. 5.1. above.

11.2. This Agreement cannot be terminated before the expiration of the Initial Period or any successive one-year period.

11.2.4. Tradelly.AI may terminate this Agreement without prior notice in the cases where the Client has failed to perform his/her obligations under this Agreement.

11.2.5. Tradelly.AI may terminate this Agreement without prior notice in the cases where the Client (being a legal entity) declares bankruptcy/insolvency, as well as in the cases of a company reorganization or deletion of the Client from the Register of Companies.

11.2.6. In the cases of death or sickness, or other circumstances which directly affect the Client's ability to further fulfil his/her obligations under this Agreement. The Agreement shall be considered void on the day the relevant documents, certifying the circumstances, as stipulated above, have been submitted to Tradelly.AI.

11.3. Upon closure of the client's trading account, Tradelly.AI will deduct "closure fees" of 15.5% from the total account equity.



## Section 12. Force Majeure Events

In the cases where one of the parties is hindered to fulfil its obligations with respect to this Agreement due to circumstances beyond its control, both parties agree that such circumstances can be accepted as a valid reason for the delay of the execution of the corresponding contractual obligations under this Agreement. Such circumstances can be, for instance, technical or communication disruptions, system failures, loss of data caused such failures, lightning, strikes, fire, changes in the legislation, terrorist attacks, military actions, important economic or political news, intervention from the authorities in the activities of the contracting parties and/or any other events that the parties are not able to predict, and the further execution of the Agreement is against the rules of justice and faithfulness.



### Section 13. Miscellaneous

13.1. By depositing funds into Tradelly.Ai and this Agreement, the Client officially declares that:

- A) He/she accepts the General Terms and Conditions, Execution Policy, Risk Disclosure Policy, Privacy Policy, Conflict of Interest Policy and Client Categorization applicable to contracts of Tradelly.Ai,
- B) He/she is aware of and accepts the potential risks associated with the execution of this Agreement, at the time he/she is signing this Agreement;

He/she has opened a trading account with Tradelly.Ai.

He/she agrees to provide the personal information requested for the Customer

Trading Agreement and its Appendices required for the signing and execution of this Agreement.

By signing this Agreement, the parties state that this Agreement and all its clauses result from the individual negotiations between them. Each clause in the Agreement reflects the exact requests and understandings of both parties.

All the disputes arising from this Agreement or in relation to its execution, including the disputes regarding its interpretation, invalidity, execution or termination as well as the disputes concerning its severance or its adaptation to any new circumstances that might arise will be resolved by the Federal Supreme Court of Switzerland.

All clauses in this Agreement are agreed upon individually between both contracting parties after each party has had the opportunity to read and understand each clause in advance, as well as to discuss and clarify its meaning with the other party to the extent reasonable and possible.

14. terms and conditions may change from time to time with no further notice.

Tradelly.Ai holds all rights for any decision in any and all matters.