

## Public offer (Client agreement)

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«By Trend LLC» (hereinafter referred to as the Company), as a Business Company, duly incorporated under the laws of St. Vincent and the Grenadines with its registered office at Suite 305, Griffith Corporate Centre, Kingstown, St. Vincent & the Grenadines and acting as Limited Liability Company under the number 361 LLC 2020 from 6th of May, 2020, offers any legal entity or physical person (except for stateless persons, individuals who are under 18 years old, as well as the citizens and legal entities of the countries where the Company does not provide services in accordance with its internal rules) (hereinafter - «Client») to enter into Client Agreement (hereinafter - «the Client Agreement») by accepting the conditions of the given public offer.

### 1. Terms and Definitions:

1.1. The Client Agreement's terms and definitions have the following meaning:

«Replenishment» is the operation of funding of the trading account;

«Website» is the Company's website [www.bytrend.com](http://www.bytrend.com);

«Personal Account» is the Client's personal space on the website of the Company, with the access that is opened after the Client's identification by introducing a unique login and password. Through a Personal Account the support of client's trading account, maintaining a register of transactions and information support of the Client are provided;

«Non-commercial operations» is the money input to the trading account or funds withdraw from the Client's trading account (including an advance payment or deposit/ withdrawal of funds provided as a loan by the Company);

«Operation» is a term that is common for trading and non-trading operations;

«Written notification» is an electronic document (including faxes, emails, client's terminal internal mail, etc.), announcement in the section Company News on the Company's Web site. The letter of notification is deemed received by the Client: one hour after sending to the email address of a Client; at the time of finishing sending a fax; an hour after placing the announcement in the section Company News on the Company's Web site;

«Order» is a Client's instruction to perform a trading operation;

«Trading operation» is a purchase or sell transactions with trading instruments;

«Trading Account» is a unique personalized register of trading operations using the Trading Platform. The term is defined in details in Regulation quotation;

«Trading Instrument» is an objects of transaction, the list of which is defined in section 4 of The Regulations of trading and the Rules of quotations;

1.2. All other terms and definitions that are found in the text of the Client Agreement and not defined therein shall have the same meaning as in the Regulations of trading and the Rules of quotations. Some terms and definitions for ease interpretation of the terms of the Client Agreement are duplicated on the analogy of the Regulations of trading and the Rules of quotations.

## **2. The procedure of the conclusion of the Client Agreement:**

2.1. The unconditional acceptance of the terms of this Client Agreement (Public Offer) is considered to be the first Down Payment of a Client to the trading account;

2.2. Since the moment of the transfer of advance payment to the Trading Account the Client Agreement is considered to be concluded and each transaction made by a Client in the Personal Account or using the Trading Platform becomes the subject of this Agreement;

2.3. A Client is solely and directly responsible for the execution of any of his obligations on performed operations in the Personal Account or using the Trading Platform. Any transaction performed by a third party in the Personal Account or using the Trading Platform of a Client shall be considered as a Client's personal transaction;

2.4. The Integral parts of this Client Agreement are the following documents also posted on the company's website in the section of the Internal policies and at the bottom of the each page of the website:

2.4.1. The Risk disclosure statement;

2.4.2. The Regulations of trading and the Rules of quotations;

2.4.3. The policy of the responsible attitude;

2.4.4. The anti-money laundering procedure and the know your client policy (AML&KYC policies);

2.4.5. The know your transaction policy (KYT policy);

2.4.6. The privacy policy (the policy of non-disclosure);

2.4.7. The refund and return policies;

2.4.8. The anti-fraud verification procedure.

All these policies are provided in PDF-file format, so be sure that you have all the necessary Adobe applications to read the provided policies.

By performing an advance payment a Client confirms that he is aware and carefully read this Client Agreement and its annexes listed above in this paragraph and agrees with all the terms and conditions listed therein.

2.5. This Client Agreement will be of effect since the adoption (acceptance) of its terms by a Client and shall be valid until the moment of termination at the discretion of either party, or in other cases stipulated by the Client Agreement.

### **3. The subject of the Client Agreement and the procedure of the services provision:**

3.1. The subject of this Client Agreement is the provision of services of the Company to execute the Client's Orders;

3.2. In order to provide the services under this Client Agreement the Company will provide to a Client the non-exclusive, non-transferable and limited right of access to the Personal Account and Trading platform through a Client's computer with Internet connection;

3.3. Concerning Client's trading operations the Company executes the Orders only without providing asset management or giving recommendations. The Company may

perform any of the Client's operations even despite the fact that such a transaction may be disadvantageous for a Client. The company is not obliged, except the cases mentioned in this Client Agreement, to monitor or inform a Client about the status of his trading operation, to make margin requests, to close any open position of a Client. Unless the other is specifically agreed, the Company is not required to attempt to execute a Client's Order with the quotes more favourable than those offered to a Client through the Trading Platform;

3.4. The client does not have the right to request the Company's investment / trading recommendations, as well as other information that could motivate the Client to perform trading operations;

3.5. The Company, in its sole discretion, may provide the information, guidance and advice to a Client, but in this case it will not bear any responsibility for the consequences (including financial loss) of such recommendations and advice for a Client;

3.6. A Client acknowledges that the Company is not liable for any costs, expenses and losses of a Client caused due to inaccurate information provided to a Client, including, but not limited, the information about trading operations of a Client. All operations performed by a Client as a result of such inaccurate information or mistake, however, remain in force and are binding both by a Client, as well as by the Company;

3.7. During trading operations there is no physical delivery of the currency. Gains or losses on trading transactions are charged / debited from the client's trading account immediately after the position is closed;

3.8. The company, its partners or any of its affiliates may have material benefit, legal relationship or arrangement in respect of any operations in the Personal Account or on the Trading Platform or material benefit, legal relationship or arrangement that conflicts

with the interests of a Client. As an example, the Company can:

3.8.1. Act as a principal in respect of any trading instrument on its own account by the sale or purchase of Client's trading instruments;

3.8.2. Offer another client of the Company as a counter-party to the trade operations;

3.8.3. Buy or sell any trading instrument that the Company recommended to a Client;

3.8.4. Make recommendations and deliver services to the partners or other clients of the Company on the trading instruments in which they are interested, even if it is in conflict with the interests of a Client.

3.9. A Client agrees and grants to the Company the authority to act in respect of a Client and for a Client as the Company considers appropriate, notwithstanding any conflict of interests or the existence of a material interest in any transaction in the Personal Account or in the Trading Platform, without a prior notice to a Client. The presence of a conflict of interests or material benefit in respect of any operation in the Personal Account or in the Trading Platform shall not affect the maintenance of the Client's by Company's employees;

#### **4. Terms of Client's Orders execution:**

4.1. The Company processes a Client's Order in accordance with the terms of this Client Agreement and The Regulations of trading and the Rules of quotations;

4.2. The company has the right to reject a Client's Order, if any condition of this Client Agreement or The Regulations of trading and the Rules of quotations has not been fulfilled by a Client at the end of the processing of the order by the Company. However, the Company, in its sole discretion, can accept and execute a Client's Order. If the

Company executed a Client's Order and then discovered that any condition of this Client Agreement or The Regulations of trading and the Rules of quotations has been violated, the Company may cancel such order of a Client if possible;

4.3. A client is obliged to initiate the Orders only through Personal Account and Trading platform, but in some cases, in agreement with the Company a backup opportunity to initiate the Orders by phone may be provided;

4.4. If there is a proposal of the Company, a Client has the right to request in temporarily use the Company's funds for supporting opened trades, namely crediting funds by the Company to the Customer's Account for trading operations. At the same time, the withdrawal of such funds from the account is impossible before the coverage terms will not be fulfilled. This is a non-commercial operation and is made in the Personal Account of a Client and should not consider by the Client as banking service;

4.5. In certain cases, automatic deleveraging may be applied to the Client's trading account/accounts. Trading with leverage is carried out on borrowed funds provided by the Company and in the case of a risk of insufficient liquidity, the Company reserves the right to forcibly reduce the amount of leverage provided to 1:10, as well as to cancel opened or previously closed trades on the Client's account/accounts that may lead to the risks of that kind. In that case, the Client will be notified by the Company through an appeal in the personal account;

## **5. Payments:**

5.1. A Client can transfer the funds to his Trading Account at any time, under the conditions proposed by the Company;

5.2. If the payment of the Company details are changed, such changes are published in the Personal Account. Since the moment of publication a Client alone is responsible for

submitting the correct details and does not have the right to lay claims to the Company in the case of sending the funds using the old details;

5.3. The company has the right to restrict the Client's right to dispose the funds on the Trading Account according to the anti money-laundering policy and the policy of Know Your Client (AML&KYC policies);

5.4. The client has the right to make a withdrawal of available funds by creating an application for withdrawal of funds in the client's personal account. The client accepts the fact that the Company has the right to cancel the withdrawal request initiated by the Client in the following cases:

5.4.1. The Client has open trading positions;

5.4.2. The Client does not have enough free funds to process the application;

5.4.3. The Client trades on the bonus funds provided by the Company;

5.4.4. There are violations of internal policies of the Company by the Client;

5.4.5. There are some restrictions that are caused by external or internal economic, political, financial situation, including force major, making the withdrawal of funds temporarily impossible. In this case the Company will notify the Client about this situation and suggests all the possible ways of solving existing problem in current circumstances;

5.4.6. There are other restrictions that fall under the items of internal policies governing the relationship between the Client and the Company.



## **6. Client's funds keeping:**

6.1. Client's funds are held at the Company's accounts, including segregated accounts opened in the name of the Company for the storage of Client's funds separately from funds of the Company;

6.2. A Client acknowledges and agrees that the Company will not pay interest on the funds input by a Client. At the same time, the Company has the right to pay the interest on the Client's funds in the cases and amounts established by the Company in its sole discretion;

6.3. A Client acknowledges and agrees that the Company in some cases has a right to set up additional fees for keeping Client's funds at the Company's accounts in cases of Client's non-activity in trading. Current terms, rules and times are provided in the section "Specifications" of the Company's website.

## **7. Defaults of the obligations:**

7.1. Each of the following events is the case of default:

7.1.1. Failure of a Client to comply any obligations towards the Company, including financial obligations in case of maturity;

7.1.2. Client's death or recognised incapacity of a Client;

7.1.3. Any other circumstances when the Company reasonably believes that it is necessary or desirable to take measures in accordance with the paragraph 7.2, including the execution of the anti money-laundering and Know Your Client policy (AML&KYC policies), or in the case, if any of the representations and warranties of a Client, in accordance with the section 8 of this Client agreement, will not occur truthful;

7.2. In case of default the Company has the right at its sole discretion, any time without prior written notice to a Client, to take the following actions:

7.2.1. Close all or any of the open positions of a Client at the current quotation;

7.2.2. Write off a Client's Trading Account the amounts that a Client ought the Company;

7.2.3. Close client's Trading account opened in the Company;

7.2.4. Refuse to open new Trading accounts.

## **8. Statements and warranties:**

8.1. A Client represents and warrants to the Company that:

8.2.1. All information provided under this Client Agreement and in the registration form on the website of the Company, is a true, accurate and complete in all respects;

8.2.2. A Client has the necessary authority to conclude this Client Agreement, to initiate the Orders, as well as to fulfill the obligations under this Client's Agreement;

8.2.3. If a Client is a private person, it is he who filled the form of client's registration, and if a Client is a legal entity, the person filling out the form of client registration on behalf of a Client is duly authorized to do so;

8.2.4. All trading systems used by a Client are not focused on the usage of the Company's software potential vulnerability. If a Client uses explicitly or implicitly any arbitrage strategies of trading by comparing quotes from different sources of trading,

the Company has the right to cancel the client's transactions, citing the justification for cancellation.

## **9. Governing Law and Jurisdiction:**

9.1. This Client Agreement is governed by the laws of Saint Vincent and the Grenadines.

A Client irrevocably:

9.1.1. Agrees that the courts of St. Vincent and the Grenadines have exclusive jurisdiction that determines any proceedings in respect of the Client Agreement;

9.1.2. Complies with the jurisdiction of the courts of Saint Vincent and the Grenadines;

9.1.3. Refuses any protest against the trial in any of such courts;

9.1.4. Agrees not to lay a claim that the place of the trial is inconvenient, or that it has no legal force in respect of a Client;

9.1.5. A Client definitively and to the maximum extent permitted by the laws of Saint Vincent and the Grenadines, refuses in respect of himself and his income and assets (irrespective of their use or intended use) the immunity (on the grounds of sovereignty or any other similar grounds ) from (a) bringing to justice, (b) jurisdiction of the court, (c) a court order, an order of the performance of the obligation specifically or the return of property, (d) the seizure of assets (whether before or after judgment) and (e) execution or enforcement of any judgment made in respect of a Client, or his income or assets in the court of any jurisdiction. A Client definitively and to the maximum extent permitted by the laws of Saint Vincent and the Grenadines, agrees that he will not claim any such immunity in any lawsuits. A Client agrees to meet the requirements and instructions of a court, including, but not limited to, in respect of any Client's assets;

9.1.6. The parties agreed about the inadmissibility of the transfer of possible disputes on this Client's Agreement to the International Court of Arbitration.

## **10. The rights and obligations of the parties:**

10.1. A Client will indemnify the Company against various liabilities, costs, claims, damages that may arise, both directly and indirectly due to Client's failure to fulfill his obligations under this Client Agreement. The company has the right to consider any Client's position invalid or close one or more positions of a Client at the current price at any time, in case of violation by a Client any of this paragraph of the Client Agreement;

10.2. A Client acknowledges that Trading operations are risky from the point of view of the high probability of financial losses. In this regard, the Company shall not be liable to a Client for any damages, loss of profits, loss of opportunity, damages or expenses incurred by a Client in the course of Trading operations;

10.3. A Client may not transfer to third parties the passwords for Trading Platform and Personal Account and agrees to keep them secure and confidential. All actions taken in the Personal Account or Trading Platform using the login and password of a Client are considered to be executed by a Client. The Company is not responsible for unauthorized use of the login and password of a Client by third parties;

10.4. In order to prevent fraudulent operations, the right to use Personal Account and Trading Platform may be terminated unilaterally by the Company (including the suspension or restriction) for any reason, at the discretion of the Company, both with prior notification of the Client and without it. After the termination of the right to use the Company may, but is not required to: (a) remove or deactivate Client's account, (b) block e-mail address and/or IP address of a Client (c) take another action to prevent the use of the Service by a Client. At the same time, all other articles of this Client's

Agreement will remain in force, and the Company will not be liable to a Client or to any third party for the termination of the right to use the Personal Account or Trading platform.

## **11. Force major:**

11.1. The company, with the sufficient grounds for this, have the right to ascertain the occurrence of force major. The company will duly take appropriate steps to inform a Client about the occurrence of force major. Force major includes (without limitation):

11.1.1. Any act, event or occurrence (including, but not limited to, any strike, riot or civil commotion, acts of terrorism, wars, natural disasters, accidents, fires, floods, storms, outages of power, communication, computer and electronic equipment, civilian disorders) that, in the reasonable opinion of the Company, has led to the destabilization of the market or markets of one or more instruments;

11.1.2. Suspension, liquidation or closure of any market or the absence of any event on which the Company bases its quotes, or the imposition of limits or special or unusual terms of trading at any market, or in respect of any such event;

11.2. If the Company determines the occurrence of force major, the Company will be entitled (without prejudice to any other Company's rights under this Client Agreement) without the prior written notice to a Client, at any time to take any of the following steps:

11.2.1. Increase the size of its claims;

11.2.2. Close any or all open positions of a Client at the price the Company considers to be fair;

11.2.3. Suspend or modify the application of any or all of the articles of this Client Agreement while the presence of force major makes it impossible for the Company to comply these articles;

11.2.4. Take or not to take any actions concerning the Company, a Client and other clients, if the Company reasonably believes them appropriate in the current circumstances.

11.3. The Company is not responsible for failure (inadequate execution) of the obligations, if the execution was prevented by the force major.

## **12. Other conditions:**

12.1. The company has the right to suspend the client servicing at any time, having sufficient grounds for this (prior notification of a Client about it is not obligatory);

12.2. In case of appearance of the situations that are not described in this Client Agreement, the Company will act in accordance with the accepted market practice, based on the principles of fairness and justice;

12.3. Full or partial use by the Company of any right, as well as its non-application (in accordance with the Client Agreement or with the law) can not serve as a reason for refusal of the further application by the Company the same or other rights under this Client Agreement or law;

12.4. The company has the right to decide about the full or partial exemption the responsibility of a Client towards the Company for the violations of the articles of this Client Agreement for the period of its validity, or otherwise take a compromise solution. All violations are taken into consideration, regardless of how long ago they occurred, and therefore, the Company is entitled to make a claim against a Client at any time. The

above mentioned circumstances do not hinder the Company to implement the other rights under this Client Agreement;

12.5. If any paragraph of this Client Agreement (or any part of any paragraph) is recognized by a court of applicable jurisdiction as not enforceable, then such invalidity will not affect the enforceability of the remaining part of the Client Agreement;

12.6. By accepting the terms of this Client Agreement, a Client also agrees with the reception of letters and mailings from the Company's to the e-mail, specified during registration, as well as gives his consent to receive the mailings in the form of short text messages (SMS) to the phone number specified in the Personal Account.

### **13. Amendment and Termination:**

13.1. A Client acknowledges that the Company has the right to amend and change:

13.1.1. In a paragraph of the Client Agreement or any annex any time, upon written notice to a Client;

13.1.2. In emergency situations at the market a Client acknowledges the right of the Company to amend and change this Client Agreement and its annexes immediately without prior written notice;

13.1.3. In contracts specification, values of spread, swap, dividends without client's notification in writing.

13.2. A Client may suspend or terminate this Client Agreement subject to written notice to the Company sent to the E-Mail address indicated on the Company's website;

13.3. The termination of the Client Agreement does not cancel the obligations of the Company and of a Client that have already arisen on the basis of the Client Agreement including the open positions or withdrawal/input transactions of funds at the account of a Client;

13.4. In case of the termination of this Client Agreement, the Client's debt to the Company must be paid without delay, including (but not limited to):

13.4.1. Outstanding fees and commissions;

13.4.2. Any costs associated with the termination of this Client Agreement;

13.4.3. Any other losses and expenses connected with the closing of a position or connected with any other obligations of the Company that have arisen initiated by a Client or due to the fault of a Client.

13.5. In case of disagreement between the versions of the Client Agreement in different languages, the English version of the Client Agreement has the priority over the versions of this Client Agreement in other languages.



## **By Trend LLC**

By Trend LLC a Business Company, duly incorporated under the laws of St. Vincent and the Grenadines with its registered office at Suite 305, Griffith Corporate Centre, Kingstown, St. Vincent & the Grenadines.

Limited Liability Company Number 361 LLC 2020, registered at 6th of May, 2020.

Website: [www.bytrend.com](http://www.bytrend.com); e-mail: [support@bytrend.com](mailto:support@bytrend.com).