

Broker Terms & Conditions

LEGAL

General Notices
and Policies

Broker Terms & Conditions

This agreement shall be entered into and executed on the acceptance of terms and conditions on the sign up date.

BETWEEN

Unicoin Digital Capital Exchange, hereinafter referred to as the "Exchange" (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives and permitted assigns).

AND

Broker Member

(Hereinafter referred to as the "Broker" or "Broker Member", which expression shall unless repugnant to the context or meaning thereof, shall deem to mean and include its successors, legal representatives, legal heirs and permitted assigns).

The "Exchange" and "Broker" are herein after individually referred to as a 'Party' and collectively as 'Parties'.

Whereas the Exchange is offering Broker Membership to entities, who fulfill the criteria prescribed by the Exchange including signing of this agreement. Every such Broker shall be eligible to introduce Client and Trade on behalf of such Client in the Exchange in accordance with the Bye-Laws and Rules of the Exchange.

Whereas the Broker is desirous of obtaining Broker Membership from the Exchange. Also, the Broker acknowledges that it has completed the KYC and application requirements. Further the Broker has agreed to abide by the Bye-Laws and Rules of Exchange.

Whereas Exchange hereby grants Membership to the Broker subject to the terms and conditions of the Agreement and based on the undertaking of the Broker to abide by the Bye-Laws and Rules of the Exchange.

1. GRANT OF BROKER MEMBERSHIP:

1.1 Exchange hereby grants a Membership to the Broker for introducing Clients based on the application, KYC, financial details submitted by the Broker and undertakings of the Broker to abide by the Rules of the Exchange.

1.2 Broker shall be permitted to solicit Clients to participate trading in the Exchange. Broker shall be responsible for opening and establishing trading account of such Clients and completing the formalities for registration in such manner as prescribed by the Exchange and Regulatory Authority.

1.3 Broker shall be permitted to appoint account executive as per the norms, policies and procedure prescribed by the Exchange who shall have the right to trade on behalf of Clients upon giving the power of attorney.

2. RIGHTS OF THE EXCHANGE:

2.1 The Exchange has the right to inspect the office of the Broker and its Clients and Sub-Broker (Account Executive) (hereinafter collectively referred to as "Customers") and also have the right to inspect the books of accounts, records, documents and electronically stored data of the Customer without any prior notice.

2.2 The Exchange has the right to access the bank accounts of Broker and its Customers and obtain statement thereof as and when required. Despite the above Customer shall provide the statement of its Bank Accounts as and when requested by the Exchange.

2.3 The Exchange has the right to demand and Broker shall pay such fees, charges, advances and deposits in respect of various services which it renders or agrees to render to the Broker for the purpose of maintaining the Membership, trading, clearing and doing any transaction in the Exchange.

2.4 Exchange shall specify the exposure limits up to which open position can be taken by the Broker's Clients. Such limits may be increased or reduced by the Exchange at any time in its own discretion. The Exchange shall take measure to protect its interest in this regards which may, inter alia, include restriction on trading, closing out open positions and withdrawing or disablement of the trading facility of the Broker's Clients.

2.5 The Exchange has the right to close out / liquidate the open position of the Broker and/or its Customer in accordance with the Bye-Laws and Rules of the Exchange, in case of nonpayment of dues by the Broker and/or its Customers towards margins, daily Mark-To-Market settlement, final settlement or such other settlement, fees and charges. In such case, any loss caused to the Exchange due to the closing out of open position will be recovered from the Broker and/or its customers. However, the above shall not prejudice the right of the Broker to recover the money from the Customer, if the same was happened in view of the defaults of the Customer.

2.6 The Exchange has the right to withdraw or disable the trading and clearing facility of the Broker and/or its Customers, without any notice, and also to take disciplinary proceedings, if the Broker commits any defaults in payment of fee and deposits, commits any breach of the Bye-Laws and Rules of the Exchange or acts against the interest of the Exchange.

2.7 The Exchange reserves the right to determine any procedure, take any action, pass any order or directions, impose any fee to protect the interest of the Exchange and Customers and by signing of this Agreement, Broker undertakes to comply with all such decision of the Exchange.

3. UNDERTAKINGS OF THE BROKER:

3.1 The Broker understands the trading and the risks involved in trading in the Exchange and shall be fully responsible and assume any losses or liabilities that may arise in connection with the trading and clearing in the Exchange.

3.2 The Broker shall comply with the Bye-laws, Rules of Exchange, Rules of Trading, Clearing and Settlement and any regulations, circulars or guidelines issued by the Exchange from time to time.

3.3 The Broker shall deposit with the Exchange such securities and margins that may be required to open and / or maintain his / its position and clearing accounts with the Exchange. Broker shall also be responsible for maintaining the margins of its Customer. All such deposits and securities shall be subject to a general lien for the discharge of his / its obligations to the Exchange under this agreement.

3.4 Broker shall pay without default the fee for maintaining its Membership and also the commission, service charges and other fee applicable for trading in the Exchange.

3.5 The Broker hereby authorize the Exchange, should deem it necessary for the protection of the Exchange, to buy, sell or close out any part or all of the Cryptocurrencies and/or Contracts held in his / its account or the accounts of its customer with the Exchange. The Broker will also reimburse any or all such incidental expense incurred by the Exchange in this regard.

3.6 Broker shall not use Exchange's name or issue, publish or distribute any advertisement, market letter, market research report or other sales literature utilizing or making reference to the name or facilities of the Exchange without Exchange's prior written consent.

3.7 Exchange reserves the right to take all steps against the Broker or its Customer as may be necessary for it to maintain compliance with the Bye-Laws and Rules of the Exchange without any notice to the Broker.

3.8 Broker shall be permitted to trade on behalf of its Customer and Sub-Broker, provided Broker has obtained power of attorney or any authorization as prescribed by the Exchange.

3.9 Prior to registration, Broker shall educate the Customers about the facilities and the high risk involved in online trading of Cryptocurrencies and Contracts and the liabilities that may arise from such trading. Broker should also ensure that the customer and sub brokers are well aware of using the Internet tools to carry on online trading.

3.10 Broker shall not give any warranties, false representation or commitments to the Customer for trading in the Exchange. Broker shall be solely liable to the Exchange for any loss or liability that may arise on account of its Customer.

4. OBLIGATION OF THE EXCHANGE:

4.1 The shall provide the trading and clearing facility to the Broker in accordance with the Bye laws and Rules of the Exchange, Rules of Trading, Clearing and Settlement and any regulations, circulars or guidelines issued by the Exchange from time to time.

4.2 The Exchange shall register the Customer introduced by the Broker and also provide trading and clearing facility to such Customers, provided Clearing House is satisfied with the requirement for registration of such Customer.

4.3 The Exchange shall maintain all details pertaining to the Broker and its Customers including information related to the trade in the Exchange, in strict confidence and shall not disclose the same to any person / entity except as required by the Exchange or as required under the law; provided, however, that the Exchange shall be allowed to share the details of the Broker with the parties / entities other than required under law or Exchange, with the express permission of the Broker.

4.4 The Exchange shall maintain the records of transaction of Broker and its Customers and shall provide a statement thereof to the Broker on periodical basis or as and when requested by Broker. The Exchange shall also disburse the Commission entitled to the Broker without any delay and default.

5. TRADE OBLIGATIONS:

5.1 The Broker shall accept and be responsible for all trades executed by the Broker and its Customer irrespective of whether the order is executed partially or in full in the Exchange.

5.2 In the event of Non-confirmation of trades by Broker or its Customer for any reason whatsoever, all exchange-levied margins, MTM losses (on open position), will be borne by the Broker for the unconfirmed trades. In such case, the Broker shall pay to the Exchange, margins levied by the Exchange on the unconfirmed trades. In addition to the above, the Exchange shall have an option to call for collateral from the Broker, to meet the subsequent daily margin obligation / MTM losses on the unconfirmed trades, the Broker shall be obliged to pay the daily margin, MTM on the immediate succeeding business day, of the day when the Exchange raises such margin requirement.

5.3 The Exchange shall not permit the Broker to create any new positions, until receipt of such additional margin requirement. If the Broker or Customer defaults in paying the daily margin, MTM, if any, the Exchange shall be entitled to liquidate or close out all or any of the Broker's or Customer's positions. Any and all losses and financial charges on account of such liquidation or closing out shall be borne by the Broker.

6. PAYMENT OF COMMISSIONS AND SERVICE CHARGES:

6.1 The Broker shall pay the Commission and Services Charges to the Exchange for every trade executed by the Broker and its customer. In order to centralize and efficient functioning of the Commission or Service Charge distribution system, the Broker hereby grants the absolute authority to the Exchange to maintain and operate the Commission/Service Charge account of the Broker.

6.2 The Exchange shall have the exclusive right to manage and distribute the Commission and Service Charges pertaining to the Exchange, Broker Member and also the sub broker of the Brokers.

6.3 The Exchange shall after the distribution of the Commission and Service Charges provide a statement of Commission to the Broker.

6.4 The details of current Commission and other Charges payable by Broker shall be provided in writing or through mail by the Exchange. The Exchange reserves the right to make amendments or revision to the same.

6.5 If the Exchange increases the Commission or Service Charges, the Exchange shall also be entitled to revise proportionately its Commission and Service Charges payable by the Broker and the Broker shall adhere to the same.

6.6 If the Broker gives any discounts in commission and services charges to its Customer, which shall not at no point of time exceed the limit prescribed by the Exchange.

7. LIABILITY OF PAYMENT OF TAXES:

7.1 Broker undertakes, agrees and accepts the responsibility and liability of remitting tax of all forms, VAT/GST, Sales Tax, Levies, License Fees which fall due from their respective business operations to the Government or any other local body, even if such tax is imposed by such Government or Local body with immediate or retrospective effect and hereby absolves the Exchange from any such liability and responsibilities.

7.2 If any deduction to be made from the amount payable to the Broker under law of the land, then the Exchange shall make such deduction and a statement thereof shall be given to the Broker.

8. RISK ACKNOWLEDGMENT BY BROKER:

Broker understands and acknowledges the following known risks and other risks associated with trading in the Exchange. This risk stated below does not disclose all of the risks and other significant aspects of trading in the Exchange. The Broker shall take its own endeavor to understand and assess the risk before trading in the Exchange:

8.1 A Broker shall participate in trading and also permit its Customer for trading only if it clearly understands the nature of the Cryptocurrencies, Contracts, Contracts Specification, Price, Margin and the extent of Exposure to Risk. Risk of loss in trading can be substantial and a Broker should carefully consider whether trading is appropriate in light of its experience, objectives, financial resources and other relevant circumstances. Trading thus requires not only the necessary knowledge and financial resources but also the financial and emotional temperament.

8.2 Broker shall be solely responsible for loss arising out of trading in the Exchange on its account and also its Customers Account, and the Exchange shall not be responsible for the same and it will not be open for the Broker to take the plea that neither adequate disclosure was made nor explained the full risk involved in trading. The Broker will be solely responsible for the consequences for each and every trade executed by the Broker.

8.3 Effect of "Leverage": The amount of margin is small considering the value of the Cryptocurrencies and Contract so the transactions are 'leveraged' or 'geared'. Trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. Transactions in trading also carry a high degree of risk; therefore, Broker and its Customer should trade with caution by taking into account its financial resources. If the prices move, a trader may lose a part of or whole margin or equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

8.4 Trading involves Daily Settlement of all positions. Every day the Open Positions are Mark-To-Market based on the closing level of the index. If the index has moved against the trader, the trader would require depositing the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of next day's trading. If a Broker fails to deposit the additional margin by the deadline or if an outstanding debt occurs in the trader's account, the Exchange may liquidate a part of or the whole position or substitute Cryptocurrencies or Contracts. In this case, the Broker will be liable for any losses incurred due to such Close Outs.

8.5 Under certain market conditions, a Broker and its Customers may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

8.6 In order to maintain market stability, the Exchange may change the margin, contract specification and other parameters of trading. These measures may be applied to the existing open positions. In such conditions, a Broker will be required to put up additional margins or reduce its positions.

8.7 A Broker must itself gather information from the Exchange relating to the details of the Contracts it plans to trade i.e. the Contract Specifications and the associated obligations.

8.8 The placing of certain orders (e.g., "stop-loss" orders, or "limit" orders), which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions may be as risky as taking simple "long" or "short" positions.

8.9 Market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any Contract or Contact month because of price limits or "circuit breakers") may increase the risk of loss due to inability to liquidate/offset positions.

8.10 Broker should familiarize with the protections accorded to the money or other property deposited with the Exchange. A Broker will not be able to recover the money, which is lost in the trading. In case of any dispute arising out of the trading shall be subject to Arbitration Rules of the Exchange.

8.11 Broker should obtain clear information of all Commission, Fees and other Charges with respect to conducting trading in the Exchange. These charges will affect the net profit (if any) in the trade or will increase the loss.

8.12 The Exchange offers only electronic trading facilities (Online Trading Facilities), which are computer-based systems for order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. In such circumstances, the Broker may suffer losses which cannot be ascertained and recoverable.

9. INDEMNITY:

The Broker shall indemnify and keep indemnified the Exchange from and against all harm, loss, damages, injury, penalty, that may be suffered or incurred by the Exchange during the course of trading, clearing and settlement and all costs, charges and expenses incurred in instituting and/or carrying on and/or defending any legal proceedings by the Exchange as result of or on account of any act of commission or omission or default of the Broker in complying with this Agreement, any of the provisions of the Bye-Laws, Rules of the Exchange or law of the land.

10. FORCE MAJEURE:

The Exchange shall not be liable to the Broker or its Customers or to any third party for any failure to perform its functions, defaults, laches, or delays happened to the clearing functions or to the Automatic Trading System of the Exchange as a result of circumstances beyond the control of the Exchange or any act of God. In the event that the functions of the Exchange is prevented or hindered in consequence of any act of God or circumstances beyond the control of the Exchange, the functions of the Exchange shall be suspended during the period of continuance of any such event. These acts may amongst other things include electrical, communication, computer system failure beyond the reasonable control of the Exchange, war, invasion, riot, strike, rebellion, revolution, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, embargo and natural calamities.

11. NOTICES:

All notices and any communication required to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by facsimile or registered mail to the other party.

Any notice or communication to be sent under this Agreement shall be deemed as served/delivered within three days from the date of its posting or sending.

12. TERMINATION:

12.1 Either party may by giving 30 days (Thirty) written notice to the other party may terminate this agreement.

12.2 Exchange may terminate this agreement forthwith, if Broker commits any default or provided any false information for obtaining the membership or acted against law of the land.

12.3 Notice of such termination shall be submitted by the terminating party in writing to the other party and acknowledgement thereof shall be obtained. The terminating party shall also send a resolution approving the termination to the other party along with the notice.

12.4 The termination shall not have any effect on the transactions executed before the date of termination by the parties and the rights and obligations of the parties in respect of such transactions continue to subsist till the settlement of accounts in terms of this agreement and/or the terms and conditions as may be prescribed by the Exchange on receipt of notice of termination.

12.5 In the event of the death or insolvency of the Broker or the Broker is otherwise becoming incapable of receiving and paying for or delivering or transferring instruments which the broker has ordered to be bought or sold, the Exchange, may close out the transaction of the Broker and the Broker or his legal heirs or representatives shall be liable for any losses, costs, damages including statutory charges, if any and be entitled to any surplus which may result there from.

12.6 Notwithstanding the above, Exchange reserves, the right to terminate this agreement without assigning reason, if it found that the Broker committed any default or acted against the interest of the Exchange or is in violation of the Bye-Laws and Rules of the Exchange.

13. APPLICABLE LAW AND JURISDICTION:

13.1 This agreement and all the trades, transactions and Cryptocurrencies or Contracts executed under this Agreement are subject to the Rules and Bye Laws of the Exchange and the parties agree that the Courts shall have the exclusive jurisdiction irrespective of the location of the parties.

13.2 For the purpose of jurisdiction, all the transactions entered or executed through the Online Trading System of the Exchange shall also be deemed to have been taken place at the city of the Exchange and the place of contracting shall be irrespective at which the transaction is entered or executed.

14. SETTLEMENT OF DISPUTES:

14.1 Amicable Settlement: The Exchange and Broker shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Agreement or the breach, termination or invalidity thereof.

14.2 Arbitration: Any dispute, controversy or claim between the parties arising out of the Agreement, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with Arbitration Rules of Unicoin Digital Capital Exchange for the time being in force, which rules are deemed to be incorporated by reference to this clause.

The language of the Arbitration shall be in English and both the parties agree that arbitration shall be held at the premises of the Exchange or any other place prescribed by the Exchange.

15. LANGUAGE:

The parties may for their own purpose, translate this agreement in to any other language for the purpose of explanation of contents of various clauses and definitions of this agreement and where-in this agreement is used for resolving any disputes, it is mutually agreed by the parties that the English version of this agreement shall always prevail.

16. AMENDMENTS:

Any Amendments to the terms and conditions of this agreement require written approval from both parties.

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