

BREAKING TRADES LLC

Date: \_\_\_\_\_



Breaking Trades Onboarding Agreement and Affidavit

This is an agreement between you (the Client) and us (Provide: algorithmic trading agreement. Please note that when we say "based on calendar days.

## I. Services Provided

Breaking Trades LLC provides the following services:

1. **Breaking Trades AI, a Breaking Trades Company** - automated trading bot to execute trades on your behalf.
2. **Breaking Trades Plus, a Breaking Trades Company** - educational courses for trading knowledge and strategy.
3. **Breaking Trades Discord Server** - communication platform for community discussion and support from your assigned personal assistant.
4. **Assigned Personal Assistant** - assists with onboarding, account setup, plan selection, and ongoing support.

## II. Onboarding & Dashboard Access

1. Clients must log in to their **Breaking Trades Dashboard** to access:
  - o Prop firm and account type options
  - o Links to connect Breaking Trades AI
  - o Breaking Trades Plus course access
  - o Personal assistant communication via Discord
2. Invitation to the **Discord server** will be sent through the Dashboard.
3. Verification requirements:
  - o Complete a verification form and submit a valid government-issued ID.

- Provide trading platform login credentials (used to execute trades) to your personal assistant. Account credentials with sensitive info should only be shared if required by the broker.

### III. Prop Firm & Account Options

#### 1. Account Types:

- **Prop Account (CFD & Futures):** Clients may choose from available prop firms provided through the Dashboard.
- **Live Account (Futures only):** Futures trading account with funds you control, linked via the Dashboard.

#### 2. Client Responsibility & Risk:

- Prop firms are **independent third parties**. Breaking Trades LLC is **not responsible** for any payouts, denied withdrawals, policies, or actions of the prop firm.
- By selecting a prop or live account, the Client assumes full responsibility for risk and acknowledges that the broker's or prop firm's decisions may affect account performance and payout.
- Breaking Trades LLC does not guarantee profits, account access, or payout.

### IV. Payments, Plans, Fees, and Refunds

All payments will be taken from a card on file and we will not be taking any other payment option, even when we are charging commission this is coming from your bank account rather than the trading account.

Clients may choose **one of two plans**:

#### Plan 1 - Connection + Commission (what everyone's plan starts off from)

- **Fee Structure:** \$15 monthly connection fee (this fee is charged and renewed on the day the payment information was completed, we don't need an account to be connected to charge this amount) + 20% commission on net trading profits (this gets charged at the last day of every month).
- **Refund Policy:** No refunds under this plan.
- **Commission Rules On Live and Prop Firm Accounts:**

- Only charged on net gains.
  - If account ends a month below previous month's balance, no commission is taken.
  - You are fully responsible for all commission payments on profits generated through your account, whether it is a **live account** or a **prop firm-funded account**.
  - Commission amounts scale with account size – larger funded accounts may generate higher commission obligations, regardless of your personal bank balance.
- **Commission Rules On Prop Firm Accounts Only Continued(same rules apply above too):**
    - Even during evaluation phases or on accounts that have not yet released payouts, commissions are still owed.
    - If our system generates profits or moves your account closer to payout thresholds, you are required to compensate us with commission based on that performance.
      - For example: Please be aware that you can obtain a large prop firm accounts for fairly cheap comparing the dollar amount of the account and the dollar cost to obtain the account. Commissions on very large accounts can add up very big, please be aware of this before choosing your prop firm account size so you are able to afford the commissions we charge.
    - Your obligation to pay commission exists whether or not you are able to withdraw funds from the prop firm at that time.
    - Any rules, restrictions, or payout requirements imposed by the prop firm (e.g., minimum withdrawal thresholds, evaluation phases, profit targets, holding periods, etc.) do not affect your obligation to pay commissions to us.
    - If you cannot withdraw funds due to a prop firm's policies, that issue is strictly between you and the prop firm. Our commission remains due based on performance, not payout.

## Plan 2 - Flat Risk-Based Fee

- **Fee Structure:** Base \$250/month; may vary depending on risk allocation. Example:  $2 \times \text{risk} = \$250 \times 2 = \$500$ . Confirm the exact amount with your personal assistant.
  - The maximum we can charge is \$2,500 on this version since we stop increasing your payment to us after the risk passes 10 contracts/lots (calculating futures contracts is easy but lots is more difficult and we consider what is "10")
- **Refund Policy:** Refund **only applies for the first month** after signing up and paying the flat fee. No refunds apply after the first month.
- **Commission:** No additional commissions under this plan.

## Plan Switching

- Clients may switch plans **by speaking to their personal assistant**.
- Fees already paid are **non-refundable**, except for the first-month flat fee as described above.

## V. Payment Processing

1. Payments are processed via **Stripe**, and your card information is securely saved to allow manual charging of fees and commissions.
2. Monthly connection or flat fees are charged immediately to validate your payment method.
3. Commissions on gains (Plan 1) are charged manually after profits are realized.
4. Except for the first-month flat fee refund scenario, all charges are **final and non-refundable**.

## VI. Trading Accounts & Platforms

- Client is responsible for selecting brokers/prop firms from the options provided in the Dashboard.
- Breaking Trades LLC does **not** manage funds, make deposits, or guarantee payouts.

- If a prop firm denies a payout, the Client must resolve directly with the firm. Commissions owed are **still due** based on account performance.

#### **VII. Risk Disclosure & No Financial Advice**

- Trading carries significant risk; losses may exceed profits.
- Breaking Trades LLC is not a financial advisor, broker-dealer, or licensed fiduciary.
- All services are educational; the Client is fully responsible for trading decisions.

#### **VIII. Limitation of Liability**

- Breaking Trades LLC is **not liable** for direct or indirect damages arising from trading, use of prop firms, or reliance on our services.
- Any issues with broker payouts or prop firm evaluations must be resolved directly with the firm.

#### **IX. Indemnification**

The Client agrees to indemnify and hold harmless Breaking Trades LLC, its affiliates, and personnel from any claims, damages, or losses arising from the use of services or violation of this Agreement.

#### **X. Governing Law & Disputes**

- This Agreement is governed by California law.
- Disputes shall be resolved in California courts.
- If payment methods are blocked, declined, or disputed, Breaking Trades LLC reserves the right to pursue legal action.

#### **XI. Small Claims, Legal Remedies, and Charge Back Liability**

##### **1. Small Claims & Court Jurisdiction:**

By signing this Agreement, the Client agrees that any disputes, payment disputes, or claims arising from this Agreement may be pursued by Breaking Trades LLC through small claims court in Los Angeles County, California, or in California state courts for claims exceeding the small claims limit. The Client consents to the jurisdiction of these courts and

waives any objection to venue or jurisdiction.

2. Affidavit & Enforcement:

Signing this Agreement constitutes a legal affidavit acknowledging the fees, commissions, and terms set forth herein. The Client understands that providing false information, attempting to dispute valid charges, or engaging in fraudulent activity constitutes a legal violation.

3. Chargebacks & Legal Liability:

By signing this agreement, you acknowledge and agree that initiating any unauthorized chargeback, payment dispute, or similar action against us constitutes a direct violation of this contract. Under the laws of the State of California, such actions may subject you to severe civil and criminal penalties. We reserve the full legal right to pursue all remedies available, including but not limited to seeking reimbursement, damages, and enforcement through the courts. You may be held liable for penalties, fines, and damages up to \$1,000,000, and, where applicable, may face criminal prosecution that could result in jail time. By entering this agreement, you consent to our legal authority to enforce these rights to the fullest extent permitted by law.

4. Legal Costs & Damages:

The Client is responsible for all legal fees, court costs, and damages incurred by Breaking Trades LLC as a result of any dispute, chargeback, or violation of this Agreement.

## **XIII. Entire Agreement**

This document represents the **complete agreement** between the Client and Breaking Trades LLC. It supersedes all prior agreements. By signing, the Client acknowledges they have read, understood, and agreed to all terms.

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[Client's Full Name]

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[Client's Signature]

Date: \_\_\_\_\_