# **étasty**fx

# **JOINT ACCOUNT AGREEMENT**

In this document "tastyfx," "our," "us," and "we" refers to tastyfx LLC, a limited liability company organized under Delaware law, registered Retail Foreign Exchange Dealer (RFED) and Introducing Broker (IB) with the CFTC and Forex Dealer Member (FDM) of the National Futures Association ("NFA") (NFA ID 0509630). You, the customer, may be referred to as "you," "your," "yours," or "yourself," as appropriate. Defined terms used within this document hold meaning as assigned in the Customer Agreement, except as otherwise defined herein.



# INTRODUCTION

This Joint Account Agreement ("Agreement") is made by and among tastyfx and each individual identified in Section 14 of

this Agreement (each a "Joint Signatory" and collectively the "Joint Signatories") sets forth the terms to which each Joint

Signatory agrees to register as joint owners of tastyfx account numbered: \_\_\_\_\_\_ (the "Account").



# AUTHORIZATION

Each Joint Signatory agrees that each of them individually has the authority to act on behalf of the Account to transact any business on behalf of the Account as fully and completely as if each Joint Signatory were the sole owner of the Account. Each Joint Signatory authorizes tastyfx to accept trade orders and instructions, whether by telephone or other means, from each Joint Signatory(ies) without further inquiry with regard to any and all transactions in any way related to the Account, including without limitation, the placement of orders and entering into of trades on the tastyfx system, and the disposition of any or all of the assets in the Account. tastyfx shall have no responsibility or obligation to inquire further into such apparent authority, and shall bear no liability for the consequences of any acts or omissions made in reliance upon any such instructions. For the avoidance of doubt, each Joint Signatory acknowledges that tastyfx will not, except as expressly provided for in this Agreement, be obliged to accept or act upon any instructions which purports to vary or amend the terms of this Agreement or any other standard tastyfx agreement or form which the any of the Joint Signatories may have signed. The authorization granted by this Section 2 shall continue in force until tastyfx receives written notice from any one or more of the Joint Signatories in accordance with Section 3 instructing it not to accept any further trades or instructions.



#### WITHDRAWAL OF INSTRUCTIONS

Upon receipt of written notice from any Joint Signatory instructing tastyfx not to accept any further trades or instructions, tastyfx shall not, effective on the date upon which it receives the written notice, accept any instructions from any of Joint Signatory to open new trades. Such notice shall be sent to helpdesk.us@tastyfx.com



# JOINT AND SEVERAL LIABILITY

Liability on the Account is joint and several with all Joint Signatories. This means not only that each Joint Signatory be jointly responsible with the other Joint Signatories for any debit balance on the Account but also that each Joint Signatory will be liable as an individual for the whole amount outstanding on the Account, even when the account instructions have been given by one of the other Joint Signatories.

Any withdrawal of instruction notice provided in accordance with Section 3 will not affect the Joint Signatories' joint and several liability for all trades, orders and instructions up to the date upon which tastyfx receives the written notice. Once tastyfx has received notice to close the Account, it will only be obliged to accept instructions which relate to the closure of the Account.



#### INDIVIDUAL APPLICATIONS AND DOCUMENTS INCORPORATES BY REFERENCE

In conjunction with this Agreement, each Joint Signatory acknowledges having received, read, and agreed to be bound by the terms set forth in the tastyfx Customer Agreement, Website Terms and Conditions, Privacy Policy, and Public Disclosure, Risk Disclosure Statement, and each Joint Signatory has separately completed his/her own tastyfx application form, provided all documentation requested by tastyfx for the processing of the application and has been approved by tastyfx to qualify for a customer account. The Risk Disclosure and Customer Agreement in the application form must be read to include a statement to the effect that where any Joint Signatory is giving instructions on the Account, each Joint Signatory's liability on the account will be joint and several as provided in Section 4.



# ACCOUNT TYPE

The Joint Signatories agree and acknowledge that the form of ownership of the Account shall be as Joint Tenants with Rights of Survivorship. In the event of the death of any of the Joint Signatories, the entire interest in this Account shall be vested in the surviving Joint Signatory(ies) on the same terms and conditions as previously held, without in any manner releasing the deceased Joint Signatory's estate from the liability provided in Section 5.

Joint ownership of property entails important legal and tax consequences. Please consult your attorney regarding which form of joint ownership is appropriate in your circumstances and in your place of residence. No tastyfx representative is authorized to provide any advice regarding your choice of joint ownership.



#### NOTICES

All notices or communications for the undersigned in respect of the Account are to be directed to:

Name: \_

\_\_\_\_\_ Phone number: \_\_\_\_\_

Address: \_\_\_

Email address: \_\_\_\_

tastyfx may provide notices or communications to the individual identified above by phone, email, or mail as it deems appropriate in its sole

discretion or pursuant to application regulations. Any notice or communication provided to the individual identified in this Section 7 shall be deemed notice to all Joint Signatories, and tastyfx shall have no obligation to separately provide notices or communications to any other individual or entity.



# INCONSISTENT INSTRUCTIONS

In the event tastyfx (i) receives inconsistent instructions from the Joint Signatories, (ii) reasonably believes instructions received from one Joint Signatory are not mutually agreeable to all Joint Signatories, or (iii) receives a court order with respect to the Account, tastyfx may, but is not obligated to, restrict activity in the account, require that all instructions be in writing signed by the Joint Signatories, suspend or terminate any services being provided by tastyfx and/or file an interpleader action in an appropriate court at the Joint Signatories' expense, which shall include, but not be limited to, legal fees and costs.



# ASSIGNMENT AND CHANGE OF OWNERSHIP

No Joint Signatory may assign its interest in the Account without the express consent of tastyfx, and tastyfx may take such action, including requiring such documents or imposing such restrictions on the Account as tastyfx deems necessary in its sole discretion. In the event of any such change in ownership of the Account, tastyfx is authorized to divide or re-title the Account in accordance with the form of legal ownership of the Account as reflected in this Agreement, or by written instructions from the remaining or surviving Joint Signatory(ies), or in accordance with a court order provided by the remaining or surviving Joint Signatory(ies) to tastyfx, as tastyfx may reasonably determine is appropriate or in accordance with what tastyfx, in good faith, understands is required by applicable law. Each Joint Signatory agrees to indemnify, defend and hold harmless tastyfx for any liability, loss or expense incurred from acting in accordance with this Agreement in the event of a change in ownership of the Account.



It is agreed that in the event of the death of any Joint Signatory, a surviving Joint Signatory shall immediately give tastyfx written notice thereof, and tastyfx may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion and/or restrict transactions in the Account as tastyfx may deem advisable to protect itself against any tax, liability, penalty or loss, under any present or future laws or otherwise. The estate of the deceased Joint Signatory and the surviving Joint Signatory(ies) shall continue to be liable, jointly and severally, to tastyfx for any obligations incurred prior to tastyfx's receipt of written notice of the detath of a Joint Signatory, or for any costs incurred by tastyfx, including attorney fees and costs, in the liquidation of the Account or adjustment of the interests of the Joint Signatory(ies).

It is also agreed that on the death of any Joint Signatory, tastyfx may, in the absence of written notice from any surviving Joint Signatories or the legal personal representatives or trustees of any surviving Joint Signatories instructing tastyfx not to accept further trades or instructions, treat the survivor(s) as having full powers to operate this account and that all monies held by tastyfx as standing to the credit of this Account and all monies and liabilities due by the Joint Signatories to tastyfx shall vest in the survivor(s) without prejudice to any right tastyfx may have in respect of such credit balance or to any step which tastyfx may deem it desirable to take in view of any claim by any person other than the survivor(s)



#### **EXCLUSION OF LIABILITY**

The Joint Signatories hereby confirm and agree that if tastyfx acts in accordance with such instructions, tastyfx will not be liable to all or any of the Joint Signatories or any representatives of any Joint Signatory for any loss, damage or expense which may be incurred as a result.



#### ACKNOWLEDGMENT

12.1 The undersigned Joint Signatories acknowledge and accept joint and several liability as described herein.

12.2 The undersigned Joint Signatories acknowledge that tastyfx does not advise on tax matters and confirm the Joint Signatories have sought independent advice where appropriate.



# COUNTERPARTS

This Agreement may be executed in multiple counterparts, and by emailing a scanned copy of the executed Agreement. Each counterpart shall be deemed to be an original and all counterparts together shall constitute one and the same Agreement.



# JOINT SIGNATORIES

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Name:	Account number (if known):	
Signature:	Date:	
Signatory 2:		
Name:	_ Account number (if known):	
Signature:	Date:	
Signatory 3:		
Name:	_ Account number (if known):	
Signature:	Date:	
Signatory 4:		
Name:	Account number (if known):	
Signature:	Date:	

Should you require assistance in completing this form, contact us at +1 (312) 981-0499 or helpdesk.us@tastyfx.com Once this form is completed, please email a copy of the completed version to helpdesk.us@tastyfx.com.