

20 September 2024



# Client Agreement

## **1. INTRODUCTION**

- 1.1 CG FinTech online trading services are provided subject to the following terms and conditions in this Client Agreement (“Agreement”).
- 1.2 This Agreement is entered into between CG FinTech and an individual of legal age and capacity in the Client’s respective jurisdiction or a legal entity (“Client”). This Agreement set forth the terms and conditions governing the Client’s Account and Transactions at CG FinTech.
- 1.3 By creating an Account with CG FinTech, the Client acknowledges that he has read, fully understood and accepted the following and is willing to enter into a legally binding agreement with CG FinTech:
  - (a) this Agreement;
  - (b) the Risk Disclosure And Acknowledgement Notice available on CG FinTech’s website;
  - (c) the Privacy Policy available on CG FinTech’s website;
  - (d) the Refund Policy available on CG FinTech’s website;
  - (e) the Execution Policy available on CG FinTech’s website;
  - (f) the website Terms and Conditions of CG FinTech’s website; and
  - (g) the Anti-Money Laundering and Counter-Terrorism Financing Policy available on CG FinTech’s website.
- 1.4 The Client’s usage or continued usage of CG FinTech’s Services shall also be taken as the Client’s consent to be legally bound by this Agreement, any of the documents described in Clause 1.3 and their subsequent amendments upon publishing of the documents on CG FinTech’s website.
- 1.5 This Agreement shall commence immediately upon creation of the Client’s Account with CG FinTech, and shall last indefinitely until termination of Account by the Client or CG FinTech.

## 2. DEFINITIONS AND INTERPRETATIONS

2.1 Throughout this Agreement, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

- (a) “Account” means the assigned account that is created for the Client when the Client opens a trading account with CG FinTech, including but not limited to trading account, cash account, financial derivatives account and electronic wallet;
- (b) “Agreement” means this Client Agreement;
- (c) “Applicable Statutes And Regulations” means:
  - (i) statutes, rules or orders of the Relevant Regulatory Authorities;
  - (ii) statutes, rules or orders of the relevant regulatory authorities in the Client’s jurisdiction;
  - (iii) the rules of the relevant financial exchange market; and
  - (iv) all other applicable laws to this Agreement (and each as amended from time to time as applicable to this Agreement).
- (d) “Base Currency” means the currency in which the Client’s Account is maintained and all Transactions are settled on the Account;
- (e) “Client Asset” means all cash or cash equivalents including but not limited to cash, cheque, bonds, securities, real estate properties, collateral, insurance money/policies, electronic money, all kinds of properties and other financial derivatives transferred to CG FinTech by the Client in the Account;
- (f) “Confidential Information” means all information relating to the business, products, services, personnel or commercial activities of the person providing the same, including but not limited to trading, transactions, strategies, clients and suppliers, financial accounts, computer programmes, computer data, devices, concepts, inventions (whether or not capable of being patented), designs, methods, techniques, marketing and commercial strategies, customers lists, potential customers lists, processes, data concepts, know-how, formulae, and unique combinations

of separate items which may or may not be confidential, which information is not generally known to the public, and all such information will be considered Confidential Information whether or not marked with any proprietary notice or legend when the disclosure of the same is made;

- (g) “Corporate Event” means a company invested by the Client is undergoing insolvency, being suspended from trading or undertaking any major corporate restructuring, including but not limited to share buyback, corporate takeover, merger & acquisitions;
- (h) “CG FinTech” means one of the following entities, as may be applicable:
  - I. CGTrade (Mauritius) Limited, Mauritius, company number 166217, registered at The Cyberati Lounge, Ground Floor, The Catalyst, Silicon;
  - II. CG Trade Inc, registered at 32F2+655, Castries - Gros Islet Hwy, Rodney Bay, St Lucia, bearing company number 2024-00155.
- (i) “Equity” means the cash balance within the Account with CG FinTech and value of open positions which is calculated by the sum of profit and loss of all open positions;
- (j) “Fees” means any applicable commissions, fees and charges as provided in the Trading Platform, including but not limited to additional value added tax, any applicable tax, settlement and exchange fees, regulatory levies or legal fees applicable;
- (k) “Free Margin” is the free margin not involved in the provision of guarantees for open positions and shall be derived from the formula (Free Margin = Equity – Margin);
- (l) “Force Majeure Event” means any of the events set forth in Clause 17;
- (m) “GDPR” means the EU General Data Protection Regulation 2016/679;
- (n) “Initial Margin” means the minimum amount of money required in the Client’s Account to perform a Transaction, as specified on the Trading Platform from time to time for each Services;

- (o) “Intellectual Property Rights” means any or all of the following:
- (i) the copyright in and to computer programs (object and source code) and copyright in and to the images displayed on screen and the sounds produced including all possible combinations and sequences thereof and the underlying script for the same;
  - (ii) the trademark for the artwork including but not limited to pictorial, graphic, visual, audio, audio-visual, digital, literary, animated, sculptural or any type of creations, applications, animation, drawings, designs, sketches, visual effects shot logs and character profiles;
  - (iii) all trade secrets and know-how;
  - (iv) software and web portals; and
  - (v) patents and patents applications;
- whether or not now existing and whether or not registered or registrable and includes any rights to apply for the registration of such rights and includes all renewals and extensions;
- (p) “Manifest Error” means an error or misquote by CG FinTech, any market, exchange, banking institution, information source, or any third party reasonably relied by CG FinTech;
- (q) “Margin” means collectively Initial Margin and Margin Requirement;
- (r) “Margin Level” shall be derived from the formula  $(\text{Equity} / \text{Margin} \times 100\%)$ ;
- (s) “Margin Call” means the value of the Margin Level as provided in the Trading Platform;
- (t) “Margin Requirement” means the minimum amount of money required in the Client’s Account as specified on the Trading Platform to keep an open position on the Trading Platform;

- (u) “Material” means any materials and information distributed by the third party, as described in Clause 3;
- (v) “Party” means the Client or CG FinTech (collectively, “Parties”);
- (w) “Personal Data” means the personal data provided by the Client and shall have its meaning under the GDPR;
- (x) “Relevant Regulatory Authorities” means the relevant regulatory authority which may be applicable to CG FinTech’s business operation and service providers, including but not limited to the United States Securities and Exchange Commission, the United States Financial Industry Regulatory Authority, the United Kingdom Financial Conduct Authority, the Australian Securities & Investments Commission, the European Securities and Markets Authority, the Seychelles Financial Services Authority, the Mauritius Financial Services Commission, the Vanuatu Financial Services Commission and etc.
- (y) “Services” means the dealing services provided by CG FinTech to the Client within the Trading Platform;
- (z) “Specified Default Event” means any of the events set forth in Clause 9;
- (aa) “Stop Loss” means an order to close an open position to achieve a certain level of prices to reduce losses;
- (bb) “Stop Out” occurs when the value of the Margin Level falls below the level as provided in the Trading Platform where force closing of the opened positions shall occur without any prior notice to the Client;
- (cc) “Trading Hours” means the hours of the day when Transactions may, subject to this Agreement, be opened or closed in relation to the Services;
- (dd) “Trading Platform” means CG FinTech’s electronic trading platform facility, as described in Clause 7.3;
- (ee) “Transaction” or “Transactions” means:
  - (i) the opening or closing of trades, orders or positions; and

- (ii) deposits, withdrawals, internal fund transfer and all other fund movement activities,

whether by CG FinTech or the Client, in accordance with the terms of this Agreement.

## 2.2 In this Agreement:

- (a) words denoting the singular shall include the plural number and vice versa;
- (b) words denoting any gender shall include all genders; and
- (c) words denoting persons shall include natural persons, firms, companies, bodies corporate and unincorporated bodies.

## 2.3 Unless otherwise expressly provided, any reference in this Agreement to:

- (a) a clause or a Schedule is a reference to the relevant clause of, or schedule to, this Agreement; and
- (b) any reference to a section is a reference to the relevant section of the relevant Schedule.

The Schedules shall form part of this Agreement.

## 2.4 The headings to the clauses, sections and Schedule in this Agreement are for the purposes of reference only, and shall be ignored when construing the meaning of any provision of this Agreement.

# 3. SERVICES BY CG FINTECH

## 3.1 PROVISION OF SERVICES BY CG FINTECH

3.1.1. All Services provided by CG FinTech and all Transactions shall subject to the terms and conditions herein contained.

3.1.2. The Client acknowledges and agrees that CG FinTech's Services do not include the provision of any investment advice or recommendation. Any possible discussions carried on between the Client and CG FinTech's employees or any information provided by CG FinTech shall not constitute any binding relationship among them, nor do they constitute CG FinTech's recommendations to the Client.

- 3.1.3. Any investment information displayed on CG FinTech's or any of CG FinTech's holding company's website shall not constitute any investment, tax, legal, regulatory or financial advice and has no regard to specific investment objectives, financial situations or particular needs of the Client. The Client understands and acknowledges:
- (a) that all information published on CG FinTech's or any of CG FinTech's holding company's website is addressed to the general public solely for information purposes; and
  - (b) that mere explanation of the terms of any Transactions or its performance characteristics does not amount to advice on the merits of the investment.
- 3.1.4. The Client affirms, acknowledges and accepts that CG FinTech shall not in any circumstances:
- (a) oblige to provide any investment advice in relation to any Services;
  - (b) bear any responsibility for any Transaction or investment decisions carried out by the Client; and
  - (c) in response to the Client's request for further market information, CG FinTech's disclosure of such factual market information to the Client will not constitute as investment advice.
- 3.1.5. The Client understands and accepts that he is solely responsible for any investment strategy, transactions or investments that the Client enters into.
- 3.1.6. CG FinTech may, from time to time and as often as it deems appropriate, issue and/or distribute material or third-party material ("Material"), which contains information including but not limited to the conditions of the financial markets, posted on CG FinTech's website and other media and /or received by the Client. It should be noted that the Material is used solely for the purposes of marketing communication and does not contain, and should not be construed as containing investment advice and/or an investment recommendation for any Transactions. While CG FinTech took all reasonable efforts to ensure the accuracy and completeness of the information, CG FinTech makes no representations and warranties to the Material and shall not be liable for any direct or indirect loss or damages for any inaccuracies and incompleteness of the information provided. The Client shall not reproduce, copy, redistribute, license the Material without CG FinTech's consent.



3.1.7. The Client acknowledges that the Client's principal broker and principal trader shall at all times be CG FinTech. In circumstances where the Client performs trading transactions or open positions by depositing or withdrawing funds directly from CG FinTech's liquidity providers, these liquidity providers shall not be the counterparty of the Client.

### **3.2 SUSPENSION AND TERMINATION OF SERVICES BY CG FINTECH**

3.2.1. CG FinTech reserves the right and may at its discretion:

- (a) suspend or terminate the Client's Account;
- (b) perform additional due diligence by requesting for further documents and details from the Client;
- (c) freeze the Client Asset in the Account indefinitely until further notice;
- (d) suspend open and close any or all positions, force close any or all open positions or reject opening of new positions;
- (e) suspend or terminate any ongoing Transactions;
- (f) reject and return all deposit of funds made by the Client;
- (g) investigate the alleged suspicion within 14 calendar days, extendable up to another 14 calendar days after the lapse of the initial 14 calendar days;
- (h) submit a suspicious activity or suspicious transaction report to the Relevant Regulatory Authorities;
- (i) deduct any expenses incurred by us as a result of the Client's misrepresentation;

with or without prior notifying the Client. The Client agrees and acknowledges that CG FinTech shall not be liable for any direct, indirect, consequential, incidental loss, loss of profits, loss of goodwill, reputational damage and loss of opportunity to the Client or any third party as a result of exercising its rights under Clause 3.2.1 or for any modification, suspension or discontinuance of any of CG FinTech's Services. The Client shall indemnify CG FinTech for all costs and expenses incurred by CG FinTech due to all of the events above.

3.2.2. The Client acknowledges that CG FinTech may act in accordance with Clause 3.2.1 in the event:

- (a) CG FinTech reasonably believes that proceeding with the Transaction will infringe any Applicable Statutes And Regulations;
- (b) the Client is in breach or CG FinTech reasonably believes that the Client will be in breach of the material terms and conditions of this Agreement;
- (c) the Client has made any material misrepresentation to CG FinTech, including but not limited to providing fake, forged or altered documentation;
- (d) the Client failed to provide the information requested in relation to any verification process undertaken by CG FinTech;
- (e) the Client acted contrary in good faith or engaged in illegal and/or immoral activity, including but not limited to money laundering, hedging in bad faith, fraud, or any other forms of deceitful or fraudulent activity;
- (f) there is a security breach;
- (g) CG FinTech has reasonable grounds to believe that the Client is using an electronic device, software, algorithm or any other strategy to exploit, manipulate or take unfair advantage of CG FinTech's trading system;
- (h) CG FinTech has reasonable grounds to believe that the Client will not be able to pay CG FinTech anything owed by the Client to CG FinTech;
- (i) insolvency, bankruptcy or debt restructuring event occurs in relation to the Client;
- (j) a Force Majeure Event occurs; or
- (k) a Specified Default Event occurs.

#### **4. COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS AND AGREEMENT AMENDMENTS**

4.1 The Client acknowledges that all Transactions under this Agreement shall subject to the Applicable Statutes And Regulations wherein:

- (a) if there is any conflict between this Agreement and any Applicable Statutes And Regulations, the latter shall prevail;
- (b) CG FinTech reserves the right to take any necessary and reasonable action in relation to any Transaction and Account in ensuring compliance with any of the Applicable Statutes And Regulations; and

(c) all actions taken by CG FinTech in compliance with the Applicable Statutes And Regulations shall be irrevocably binding on the Client.

4.2 In the event there is any suspicious activity or transaction, CG FinTech may exercise the rights under Clause 3.2.1 and investigate the suspicious activity or transaction within 14 calendar days, extendable up to another 14 calendar days after the lapse of the initial 14 calendar days. CG FinTech reserves its rights to report the Client's activity to the Relevant Regulatory Authorities and shall not be liable for any direct or indirect loss or damages in the event there is:

- (a) fraudulent misrepresentation by the Client;
- (b) any form of unjust enrichment by the Client;
- (c) any illegal business activities undertaken to the Client; or
- (d) any other business activities which are not in compliance or potentially not in compliance with the Applicable Statutes And Regulations;

which thereafter CG FinTech reserves its rights in terminating this Agreement in accordance with Clause 16.

4.3 The Client accepts and understands that CG FinTech is entitled to amend the terms and conditions of this Agreement at any time by publishing an amended Client Agreement on the website or CRM system, or giving a notice of minimum thirty calendar days ("Amendments"), including but not limited to a notice given by e-mail to the Client or posted on CG FinTech's website. The Amendments shall supersede the relevant terms and conditions of the previous agreement.

4.4 CG FinTech reserves the right to review and amend all terms and conditions related to the trading and execution of the Services, and such changes shall be effective upon publishing on CG FinTech's website or CRM system, which the Client undertakes to check from time to time.

4.5 The Amendments shall become effective upon publishing on the website or CRM system and the Client shall be deemed to accept the Amendments unless CG FinTech receives a written notice of the Client's disapproval within thirty calendar days as from the date of notification. In such case, the Amendments shall not be binding on the Client, but the Client's Account will be suspended within fourteen calendar days and the Client is advised to make the necessary arrangements to terminate the Client's Account.

- 4.6 CG FinTech expressly reserves the right to use its website or CRM system to inform the Client about any changes in this Agreement and the posting of a notice on CG FinTech's website or CRM system shall be deemed a valid notification of such changes to the Client. The Client undertakes to regularly review CG FinTech's website or CRM system, and/or regularly access his Account for any relevant information published.

## **5. CLIENT'S RISK DISCLOSURE AND ACKNOWLEDGEMENT**

- 5.1 The Client acknowledges that the Client has read the Risk Disclosure And Acknowledgement available on CG FinTech's website.
- 5.2 The Client understands that the Services on CG FinTech's website are highly speculative and may expose the Client's financial position to a high degree of volatility. The Client accepts, understands and is aware of the risks herein and is willing to undertake this risk.
- 5.3 All Services available on CG FinTech's website shall not constitute as a solicitation or offer to transact the Services. Some Services are only limited to Client in certain jurisdictions.
- 5.4 The Client acknowledges and accepts that:
- (a) the Client is financially willing and capable of assuming the risk of trading in speculative investments;
  - (b) the Client is solely responsible for any profit or loss from the investment or trading decisions made;
  - (c) the Client's investment decisions will be based solely on his own evaluation of the market, financial circumstances and investment objectives wherein the Client undertakes not to hold CG FinTech liable for any trading loss incurred;
  - (d) the Client is responsible to maintain proper functional computer equipment, steady internet connection, operating system with sufficient anti-virus protection and back-up system to prevent damage and/or unauthorised access to the Client's Account and Trading Platform;
  - (e) past performance of an investment is not an indication of its performance in the future;

- (f) some Services are contingent liabilities transactions and CG FinTech shall not provide any guarantee on their liquidity. Due to unforeseeable market circumstances:
  - (i) there may be difficulty in liquidating positions;
  - (ii) liquidation may only be possible at a large loss; or
  - (iii) the Client may be required to deposit additional large sums in a short period of time as Margin to secure the Client's positions from being liquidated at a loss;
- (g) Transactions on markets in other jurisdictions may expose the Client to additional risks as such markets may offer different or inferior investor protection, and the Client is advised to understand the rules and risks prior trading in markets of other jurisdictions;
- (h) CG FinTech reserves the right to amend, revoke or terminate any trading events, activities, promotional activities and any sort of benefit provided by CG FinTech at any time without any prior notice;
- (i) all Transactions made on Trading Platform shall be deemed to have been made by the Client or his authorised representative;
- (j) CFDs are complex instruments and comes with contingent liabilities and high risks of losing money rapidly due to leverage and the Client assumes all risks associated prior investing;
- (k) Transactions in futures are extremely risky where the gearing or leverage obtainable in futures trading meant that a small deposit or down payment can lead to large losses as well as gains;
- (l) trading on Margin is extremely risky and may result in loss of funds greater than the amount deposited in the Client's Account;
- (m) the Client is aware and understands the characteristics and risks in relation to each Services and the features of Trading Platform, and shall not trade or deal with each Services unless the Client accepts and understands so;
- (n) the Client has read this Agreement, agree to all the terms and conditions and independently evaluated the risks and merits of CG FinTech's Trading Platform and Transaction without relying on any representation and warranties otherwise mentioned in this Agreement;

- (o) the Client has independently evaluated the Applicable Statutes And Regulations in the Client's region and undertakes to enter this Agreement without violating any Applicable Statutes And Regulations;
- (p) if the Services are traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance and may lead to losses for the Client.
- (q) CG FinTech shall not be liable for any loss or damages caused by failure, delay, interruption, malfunction in information, communication, or electronic systems, save for gross negligence or wilful default by CG FinTech;
- (r) due to rapid market fluctuation and unforeseeable events:
  - (i) a Stop Loss order may not be effective in limiting the loss incurred;
  - (ii) the Client may be required to deposit a substantial amount of funds in a short term to maintain the open positions;
  - (iii) there will be difficulty in liquidating some positions;
  - (iv) CG FinTech may exercise Margin Call and/or Stop Out in accordance with Clause 7 and CG FinTech shall not be liable for any loss suffered by the Client;
- (s) the Client is aware and understands the Fees payable for each Services;
- (t) CG FinTech's prices of trading instruments are obtained from CG FinTech's liquidity providers, and when the liquidity of Services are limited, there will be price gaps and liquidity shortages where Transactions may not be executed at the price and volume intended;
- (u) the prices of some Services available on the Trading Platform may be independent of any exchanges and CG FinTech is not obliged to follow the prices of other exchange platforms;
- (v) the Client should obtain the relevant details in relation to the intended investment, such as Margin Requirements, positions and/or volume limits etc;
- (w) the Client is liable for his taxes and/or other duty in ensuring compliance with the Applicable Statutes And Regulations;

- (x) in the event of CG FinTech's insolvency or involvement in a debt restructuring mechanism, the Client may not fully recover the funds or properties deposited in the Account;
- (y) CG FinTech shall not be under any obligation to inform the Client any occurrence of Corporate Event, and shall not be liable for any loss for doing so;
- (z) CG FinTech shall not engage any business relationships with individuals or companies of certain jurisdictions, as updated from time to time on CG FinTech's website. CG FinTech reserves the right to amend its prohibited country list at any time without prior notice;
- (aa) the transactional data, trade and trading product details (except for the Client's Personal Data) from the Trading Platform remains the sole property of CG FinTech, and CG FinTech reserves the right to act upon it if necessary or deemed appropriate and reasonable by CG FinTech; and
- (bb) that CFD trading does not give the Client any right to the underlying instrument of the Transaction, and depending on its nature, the Client may be liable to make further payments when the Transaction fails.

5.5 The risks disclosed in this Agreement and the Risk Disclosure And Acknowledgement Notice are non-exhaustive and may not have disclosed or explained all of the risks associated in dealing with the Services. The Client should seek independent advice if the Client does not understand the risks explained herein.

## **6. CLIENT'S REPRESENTATIONS AND WARRANTIES**

- 6.1 The Client represents and warrants to CG FinTech, and agree that each such representation and warranty is deemed repeated each time the Client open or close a Transaction by reference to the circumstances prevailing at such time, that:
- (a) the Client is an individual of sound mind, legal age and legal competence, or if the Client is a corporate body, the Client warrants that he is legally incorporated and the authorised representative shall have full authority in dealing with the Account;
  - (b) the Client has obtained all corporate, governmental, regulatory and other consents or approvals necessary for the execution, delivery and performance of this Agreement;

- (c) the Client has full power and lawful authority to execute, deliver and perform this Agreement;
- (d) no winding-up petition has been presented, no order of court has been made, no bankruptcy action has been initiated against the Client, no resolution has been passed for the winding-up of the Client or for the appointment of liquidator or a provisional liquidator of the Client;
- (e) the Client is not a politically exposed person, close associate of politically exposed person, non-government organisation, or embassy;
- (f) the Client has no businesses in defence, military, atomic power, adult entertainment, marijuana, gambling;
- (g) the information provided to CG FinTech in the Client's application form and at any time thereafter is true and accurate;
- (h) the Client is duly authorised to execute and deliver this Agreement, to enter into each Transaction and to perform the Client's obligation hereunder and has taken all necessary action to authorise such execution, delivery and performance;
- (i) the Client will enter into this Agreement and each Transaction as principal unless the Client has informed CG FinTech otherwise in writing or the Client is acting in accordance with a power of attorney;
- (j) any persons representing the Client in executing a Transaction or authorised to execute a Transaction will have been duly authorised;
- (k) execution of this Agreement and each Transaction will not violate any Applicable Statutes And Regulations, law, statutes or regulations applicable to the Client;
- (l) the Client is not entering this Agreement under duress or otherwise persuaded or forced to enter this Agreement;
- (m) this Agreement, each Transaction and obligations created herein are legally binding and enforceable against the Client;
- (n) the Client undertakes to notify CG FinTech as soon as reasonably practicable any changes of his personal details or other information relevant to this Agreement;



- (o) the Client has not breached any terms and conditions of this Agreement as of the date of this Agreement;
- (p) the Client has read, understood and undertakes to comply with this Agreement, and the documents mentioned in Clause 1.3 at all times;
- (q) upon request, the Client shall provide CG FinTech with any information or evidence required to comply with this Agreement, including but not limited to details on source of funds, verification documents as per CG FinTech's request, etc., and the Client's failure to provide the same may invoke CG FinTech's right to exercise the rights under Clause 3.2.1;
- (r) use the Services, Trading Platform, services by CG FinTech's payment service providers and other service providers in good faith and for own trading purposes, and shall not use it for purposes other than this Agreement;
- (s) use the Services, data and information on the Trading Platform in compliance with Applicable Statutes And Regulations and for the purposes of this Agreement;
- (t) that all the funds which will be used or deposited to CG FinTech, CG FinTech's related companies, affiliates, payment services providers, payment gateway providers and their respective banking services providers shall not subject to any charges, liens or other encumbrances or originate in any way from illegal activities, including but not limited to drug trafficking, abduction, money laundering, or other criminal activity;
- (u) at all times comply with all Applicable Statutes And Regulations;
- (v) the Client is willing and financially able to sustain a total loss of all the Client's funds paid to CG FinTech as a result of performing the Transactions;
- (w) the Client has installed and implemented appropriate means of anti-virus protection and undertakes to indemnify CG FinTech for any resulting loss or damages for breach of this clause;
- (x) to bear all applicable personal taxes and indemnify CG FinTech from any loss or damages as a result of breaching this clause;
- (y) CG FinTech may use the name, logo, trademark, or brand of the Client for marketing and promotion purposes;

- (z) the Client shall inform CG FinTech any breaches or potential breaches of this Agreement by the Client whereby this Agreement may be voidable at CG FinTech's discretion in the absence of such notifications.

6.2 The Client represents and warrants to CG FinTech not to:

- (a) use the Trading Platform, services by CG FinTech's payment service providers and other service providers for any unlawful purposes;
- (b) negligently or maliciously interfere, disrupt, overload or delay the operation of the Trading Platform, CG FinTech's payment service providers and other service providers;
- (c) use any software, programs, algorithms or applications other than those provided by CG FinTech, either directly or indirectly to:
  - (i) manipulate or take unfair advantage of the Trading Platform, services by CG FinTech's payment service providers and other service providers; or
  - (ii) apply any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which CG FinTech constructs, provides or conveys CG FinTech's bid or offer prices;
- (d) adopt any trading strategies aimed at exploiting errors in prices and/or trading at off-market prices, or take advantage of internet delays;
- (e) perform any malicious carry trade, carry trade in bad faith or other similar trading strategies to take advantage of differences in interest rates of foreign currencies;
- (f) perform any Transaction, either by the Client or acting in concert with others:
  - (i) which will have a declarable interest in the relevant company set by the applicable security exchange regulations;
  - (ii) in relation to:
    - (aa) a placing, issue, distribution or other analogous event;
    - (bb) an offer, take-over, merger or other analogous event; or
    - (cc) any other corporate finance style activity;which the Client is involved or otherwise interested;

- (g) breach any of the Applicable Statutes And Regulations;
- (h) breach any material terms of this Agreement;
- (i) decompile, decode or disassemble any of CG FinTech's algorithm, software or application;
- (j) in CG FinTech's reasonable discretion, commit any of the following for improper gain, profits, rebates, commissions, swap-free, save cost and any sort of benefit:
  - (i) exploit flaws and/or loopholes of quotations in the trading systems;
  - (ii) exploit flaws and/or loopholes in the brokerage systems;
  - (iii) exploit flaws and/or loopholes in the trading events, activities, promotional activities and any sort of benefit provided by CG FinTech;
  - (iv) exploit the trading conditions provided by brokers (trading conditions include leverage, bonuses, etc);
  - (v) exploit the OTC market's liquidity conditions;
  - (vi) exploit the correlation between the OTC market and other related markets;
  - (vii) exploit the market inactivity;
  - (viii) hedge trades with other brokers;
  - (ix) other improper gains through violation of the market fairness principle;
  - (x) violate CG FinTech's internal risk management policies;
- (k) open or close a Transaction or position that contravenes any primary or secondary legislation or other law against insider dealings, market manipulation, market abuse, related party transaction or other market distortion behaviour which is in breach of Applicable Statutes And Regulations.

6.3 In the event the Client breaches any representation or warranty under this Clause 6, the Client acknowledges that CG FinTech reserves the right and may:

- (a) suspend or terminate the Client's Account;

- (b) freeze the Client's Money in the Account;
  - (c) suspend, invalidate, nullify or terminate any Transaction;
  - (d) within the Account, deduct, apply, set off any profits, rebates, commissions and any sort of benefit gained from the trading activities and Transactions which were in breach of the terms and conditions of this Agreement (in the case of introducing brokers, all profits, rebates, commissions and any sort of benefit gained from the Client's trading activities and Transactions);
  - (e) if there is outstanding Fees due after CG FinTech exercise its rights under Clause 6.3(d), the remaining balance shall be immediately due and payable to CG FinTech, failure which CG FinTech shall reserve its rights to commence legal proceedings;
  - (f) process the withdrawal of part of all of Client Asset to the Client's authorised bank account(s), the Client's authorised/original depositing channel or CG FinTech's payment gateway provider; and/or
  - (g) terminate this Agreement.
- 6.4 The Client acknowledges that CG FinTech has no obligation to provide any evidence to the Client in the event that CG FinTech exercises its rights under Clause 6.3.

## **7. CLIENT'S ACCOUNT**

### **7.1. ACCOUNT OPENING**

- 7.1.1. The Client is required to fill up the registration form online and provide the required supporting documents for KYC purpose, choose the trading platform and type of accounts desired during the Account registration. The Client should read and understand the features and limitation of each type of accounts prior to Account registration. CG FinTech shall inform the Client when the Account is successfully registered.
- 7.1.2. CG FinTech reserves the right in refusing registration of Account for any reason and may change the features of Account at any time by giving notification to the Client or on CG FinTech's website.
- 7.1.3. The Client authorises CG FinTech to use all information provided by the Client to conduct credit report searches or other available searches to verify the Client's identity.

- 7.1.4. Unless expressly agreed in writing or in the event a power of attorney is applicable, the Client warrants that the Client will open each Account with CG FinTech as principal and not as agent for an undisclosed person. The Client shall be responsible for performing his obligations under the Transactions and bear all legal obligations under the Account.
- 7.1.5. The Client shall be responsible in securing the Account ID and password, and shall immediately notify CG FinTech in the event there is:
- (a) any loss, theft or unauthorised use of the Account ID and password;
  - (b) any inaccurate information in the Account or Transaction; and
  - (c) any receipts of confirmation of a Transaction which the Client has not placed.
- 7.1.6. If there has not been any Transaction or Account activities for three months, CG FinTech is entitled to terminate the Account after notifying the Client at the last known email and service address. CG FinTech shall deposit any positive cash balance to the Client's bank account subject to Clause 10 and deduction of any applicable Fees.

## **7.2. BASE CURRENCY OF ACCOUNT**

- 7.2.1. The Client may choose the currency available on CG FinTech's website as the Base Currency for the Account during Account registration.
- 7.2.2. In the event the sums deposited in the Account is in a currency other than the Base Currency, CG FinTech shall automatically convert the sums into the Base Currency at the prevailing conversation rate.
- 7.2.3. When a withdrawal or refund is performed from the Client's Account, CG FinTech reserve the right to remit the funds in the same currency in which such funds were initially received by CG FinTech. In the event such withdrawal or refund is made in a currency other than Base Currency, CG FinTech shall automatically convert the sums into such currency at the prevailing conversation rate.
- 7.2.4. The Client shall bear any incurred bank transfer fees and currency conversation rate for depositing or withdrawing funds from the Account.

### 7.3. TRADING PLATFORM

- 7.3.1. CG FinTech grants the Client access to trade the Services via its trading platform (“Trading Platform”).
- 7.3.2. Prior to any trading activity, the Client is required to download and install the Trading Platform from CG FinTech’s website. The Trading Platform shall solely be utilised for the purposes of Services in accordance with this Agreement.
- 7.3.3. CG FinTech makes no express or implied representation:
- (a) that the Trading Platform shall or will be uninterrupted, error-free or available at all times; and
  - (b) that the Trading Platform is free from viruses, bugs or anything else with destructive properties.
- 7.3.4. CG FinTech shall use its best endeavours and all reasonable commercial efforts to resolve all technicality and technological errors in the following priorities and timeframe:

Priorities	Description	Processing Time
1. High	<p>Seriously affect normal business transactions and fail to execute core business activities, which is often caused by the following factors:</p> <ul style="list-style-type: none"> <li>- The breakdown of servers or operating systems;</li> <li>- The breakdown of core functions or dependent applications of systems;</li> <li>- Including but not limited to the factors mentioned above.</li> </ul>	1 hour
2. Middle	<p>Affect normal business and have negative impacts on business operations, but core functions can still be operated normally, which is often caused by the following factors:</p> <ul style="list-style-type: none"> <li>- Version updates of software or system;</li> </ul>	4 hours

Priorities	Description	Processing Time
	<ul style="list-style-type: none"> <li>- Modification or revision of core functions;</li> <li>- Including but not limited to the factors mentioned above.</li> </ul>	
3. Low	Affect normal business but have no negative impacts on actual business operations.	24 hours

7.3.5. The Client acknowledges that the Trading Platform may expose the Client to risks associated with the download and/or use of software that may not be compatible with the Client’s computer equipment and that the Client accepts such risks, including but not limited to failure of or damage to hardware, software, communication lines or systems.

7.3.6. CG FinTech reserves the right to add, modify, amend, reject or remove the Trading Platform, Services or Transaction at its discretion. CG FinTech shall use its best endeavours to notify the Client within a reasonable time prior to any modification, rejection or removal of the Trading Platform, Services or Transaction. CG FinTech is not obliged to provide any explanation for this and the Client acknowledges that CG FinTech shall not be liable to the Client for doing so.

#### **7.4. ORDERS BY THE CLIENT**

7.4.1. CG FinTech will handle the Transactions in accordance with the Execution Policy available on CG FinTech’s website. The Execution Policy shall be a part of this Agreement and is incorporated herein by reference, and shall be applicable to all Transactions entered into by and between the Client and CG FinTech. CG FinTech will notify the Client of any material changes to the Execution Policy, but the Client undertakes to check for any other changes to the Execution Policy from time to time at CG FinTech’s website.

7.4.2. Unless otherwise directed by the Client, CG FinTech has the discretion to select the marketplace to which to route any of the Client’s Transaction in accordance with the Applicable Statutes And Regulations.

7.4.3. CG FinTech undertakes to use its best endeavours in performing Transactions. The Client acknowledges that the Transactions may not be completed for reasons beyond the control of CG FinTech. CG FinTech may defer execution of any Transaction if CG FinTech believe it is not reasonably practicable to act upon it within a reasonable time, and CG

FinTech shall not be liable for any loss arising from such deferral. CG FinTech shall only accept order instructions transmitted via the Trading Platform.

- 7.4.4. CG FinTech does not represent or warrant that every Transaction will be executed at the most competitive price and that all prices shown may subject to constant change as a result of the following varying factor:
- (a) CG FinTech may not have access to every market at which the Services are traded;
  - (b) Services at certain volume and pricing may be limited;
  - (c) change of Applicable Statues And Regulations, systems delays, or system failures may prevent or delay the Transactions or Transactions to be executed at the intended pricing;
  - (d) technical conditions, e.g. the transfer rate of data network and rapid market conditions.
- 7.4.5. The Client authorises and acknowledges that CG FinTech may delegate the Transactions to another executing broker for execution, including but not limited to CG FinTech's related company or a non-affiliated third party, of which CG FinTech's rights and obligations under this Agreement shall be applicable to them.
- 7.4.6. CG FinTech reserves its rights to suspend, reject any Transaction, delay or restrict the Client's trading activity (including but not limited to controlling maximum Transaction amount, size and CG FinTech's total exposure to the Client) and the Client shall comply with any reasonably restrictions that CG FinTech may notify the Client with respect to the Client's activities on the Trading Platform, including but not limited to the limitations on the size of Transactions or other applicable conditions in the following circumstances:
- (a) a Specified Default Event or a Force Majeure Event occurs;
  - (b) any Fees owed by the Client is overdue;
  - (c) enforcement by the regulatory authority or Applicable Statues And Regulations;
  - (d) the Margin under Clause 7.6 has not been complied with;



- (e) disruption, failure or error of Trading Platform, Services, software, third party software, equipment, CG FinTech's payment service provider, other service provider or any other technicality error;
- (f) under abnormal market conditions;
- (g) it is impossible to proceed with the Transaction due to insufficient or excessive volume of trade;
- (h) where CG FinTech has reasonable doubts on the legality or validity of the Transaction;
- (i) the Account is suspended;
- (j) CG FinTech has sent a notice of termination to the Client;
- (k) any event that impairs or restricts the Trading Platform to function on a normal basis;
- (l) the Transaction derives from a Manifest Error;
- (m) the relevant market exchange is not open for trading;
- (n) the Client does not have sufficient funds to cover the cost of the Transaction;
- (o) the Client has exceeded the trading limit applicable;
- (p) CG FinTech or its related party may be in breach of Applicable Statutes And Regulations by proceeding with the Transaction;
- (q) when the Client has utilized network facilities to arbitrage;
- (r) any circumstances CG FinTech deems fit.

7.4.7. The Client can execute Stop Loss for the Services, which may be amended or cancelled by the Client before the trading conditions are fulfilled. The Client acknowledges that cancellation or modification of the Stop Loss is not possible after the trading conditions are fulfilled. CG FinTech shall not be held liable for any loss or damages for any failure in such cancellation or modification.

7.4.8. Third party products or services or provided on an “as is where is” basis. CG FinTech makes no representation and warranties (including but not limited to accuracy or completeness) in relation to any third party products or services. CG FinTech shall not be obliged to support or maintain any third party products or services, nor will CG FinTech have any liability, regardless of the nature of the claim or the nature of the claimed or alleged damages, including, without limitation, direct, indirect, incidental, consequential or punitive damages, for any claims arising from or related to the use or distribution of the third-party products and services.

7.4.9. In the event of a Manifest Error, CG FinTech reserves the right, without prior notice:

- (a) to not take any action at all;
- (b) to amend any Transaction deriving or involving a Manifest Error in good faith so as to reflect what CG FinTech reasonably consider in CG FinTech’s discretion; or
- (c) to close any Transaction deriving or involving a Manifest Error at the prevailing market price;
- (d) to void the Transaction deriving or involving a Manifest Error.

CG FinTech shall take into account all market information prevailing at the time of the Manifest Error, determine whether the situation amounts to a Manifest Error and thereafter act fairly towards the Client.

7.4.10. CG FinTech shall not be liable for any loss, including loss of profits, income or opportunity to the Client suffered as a result of Manifest Error.

7.4.11. CG FinTech reserves the right to take the following action in the event of a Corporate Event:

- (a) modify Margin;
- (b) amend any necessary details in relation to the exercise, settlement, payment or terms related; and
- (c) determine the effective date of such amendment.

## **7.5. CLIENT ASSET**

- 7.5.1. All money transferred to CG FinTech by the Client shall be known as “Client Asset” for the purposes of this Agreement.
- 7.5.2. The Client Asset shall be held on trust by CG FinTech for the Client and the Client Asset shall be segregated from CG FinTech’s bank account at all times. CG FinTech may hold the Client Asset and the money of other clients in the same account and it might not be possible to clearly segregate the Client’s Money from the other client. CG FinTech shall retain the necessary records and Client Account details to distinguish this.
- 7.5.3. The Client acknowledges that CG FinTech may hold or deduct Client Asset on the Client’s behalf in an account with an approved bank or third party where:
- (a) the account may be subject to set-off rights, security or lien by CG FinTech, the bank or third party, or CG FinTech is required to do so by any regulatory authority; and
  - (b) in the event of the insolvency of the bank or the third party, CG FinTech shall not be liable for any loss or damages against the Client.
- 7.5.4. It is not CG FinTech’s policy to pay interest on the Client Asset within the Account. The Client acknowledges and agrees in waiving any entitlement to any interest from the Client Asset.
- 7.5.5. CG FinTech may without prior notice, apply and/or transfer any or all funds in the Account in order to settle the Client’s present, future or contingent liabilities owed to CG FinTech.
- 7.5.6. The Client consents in CG FinTech retaining any interest acquired from the Client Asset subject to Applicable Statutes And Regulations.

## **7.6. ACCOUNT MARGIN**

- 7.6.1. The Client acknowledges and understands the high-risk nature of margin trading and the Client may lose funds greater than the amount deposited in the Account.
- 7.6.2. The Client undertakes to provide the Initial Margin in the Account to open a Transaction for any Services. CG FinTech reserves the right to reject the Client's instruction to open a Transaction if the Free Margin is less than the Margin required to secure this position.

- 7.6.3. When a Stop Out occurs, the Client understands that force closing of the opened positions shall occur without any prior notice to the Client. In the event there is additional amount due in the Account which arise after force closing of the opened positions, the Client undertakes to pay the amount balance due to CG FinTech.
- 7.6.4. CG FinTech reserves the right in refusing to open new positions and close any of the Client's highest loss-making positions without any prior notice to the Client in the event:
- (a) the Client has three or more open positions in the Account; and
  - (b) the Margin Call occurs.
- 7.6.5. CG FinTech's delay or failure in exercising Clause 7.6.4 shall not waive CG FinTech's rights to do so in the future.
- 7.6.6. In the event Margin Call occurs, the Client is advised to:
- (a) limit his trade exposure by closing trade; or
  - (b) deposit funds into the Account to meet the Margin Requirement.
- 7.6.7. CG FinTech reserves the right to restrict the amount and number of open positions if the Margin Requirement is not maintained by the Client.
- 7.6.8. CG FinTech may from time to time send the Client reminder in relation to the Client's Margin Requirement or the possibility of the Client's Margin Call occurring. CG FinTech reserves its rights to amend the Initial Margin, Margin Level and Margin Requirement at any time by giving three business days' notice prior the amendment's effective date. The Client undertakes to check and monitor the Client's Margin Level and Margin Requirement at all times.
- 7.6.9. CG FinTech reserves its rights to close open positions at market prices, limit the size of the Client's open positions, reject Transactions or change the Margin, including but not limited in the following circumstances;
- (a) there is a change in volatility in the market which CG FinTech base, or to which CG FinTech in any way relate;
  - (b) there is a change in the Client's credit risk;
  - (c) a company whose investments or positions represents all or part of the Client's Transaction is undergoing a Corporate Event;

- (d) a Force Majeure Event or Specified Default Event occurs;
- (e) the Client failed to meet the Margin Requirements;
- (f) any change to the Applicable Statutes And Regulations.

7.6.10. The Client acknowledges that additional payment of Margin may be necessary if:

- (a) the Transaction fails or there has been a change in pricing of the Services;
- (b) when the Account shows a negative balance; or
- (c) CG FinTech reasonably thinks such payment is necessary to protect CG FinTech against loss or risk of loss on present, future or contemplated Transactions.

7.6.11. The Client acknowledges that when the Client opens a position, CG FinTech shall retain the right to transfer funds in the Margin Requirement to CG FinTech's designated bank account to secure any repayment obligation from the Client.

7.6.12. Margin Call and Stop Out, when triggered, shall supersede and take precedent over all Transactions in the Account.

## **7.7. DEPOSIT AND WITHDRAWAL OF FUNDS**

7.7.1. CG FinTech reserves the right to set up the deposit and withdrawal limit of funds to and from the Account.

7.7.2. The Client shall be able to deposit funds through the methods mentioned on CG FinTech's website into the Account at any time as long the Account remains valid and active.

7.7.3. CG FinTech reserves the right to refuse any deposit of funds (by refunding the funds into the original method of deposit) or defer any deposit of funds and perform appropriate investigation within 14 calendar days (further extendable to additional 14 calendar days) in the event:

- (a) the funds are deposited by a third party (include circumstances where funds are unreasonable, doubtful or illegal, the amount deposited did not match the client's reported income, depository of funds in various methods, multiple IP addresses);

- (b) CG FinTech has reasonable grounds to believe there is a violation of Applicable Statutes And Regulations or any legislation; or
- (c) CG FinTech has reasonable grounds to believe that the user of the Client's Account is not authorized, or does not match the identity of the Client;
- (d) CG FinTech has reasonable grounds to believe that the source of the funds is illegal or is in violation of Applicable Statutes and Regulations, including but not limited when the client's profile did not match the deposit amount, multiple deposit, multiple IP address etc.

7.7.4. If CG FinTech receives any dispute, claim and/or chargeback from the banking institution or credit card issuer or other payment method used, the Client acknowledges that CG FinTech may enforce the following measures:

- (a) with or without prior notice, immediately close any and all of the Client's open Transactions whether at a loss or profit and debit the Account with the disputed amount;
- (b) with or without prior notice, immediately restrict the trading limit on the Client's Account, including deposit limit, withdrawal limit, and restriction in opening new positions, for a duration at CG FinTech's discretion; or
- (c) terminate this Agreement in accordance with Clause 16.

7.7.5. The Client may withdraw Client Asset out from the Account if there is a positive cash balance in the Account. CG FinTech reserves the right to refuse or defer any withdrawal (including but not limited to withdrawal to another trading account) in the event:

- (a) the withdrawal was to a bank account or electronic wallet owned by a third party;
- (b) CG FinTech has reasonable grounds to believe there is a violation of Applicable Statutes And Regulations or any legislation;
- (c) there are outstanding Fees from the Client to CG FinTech;
- (d) such withdrawal would result in a negative cash balance in the Account;

- (e) the Client's bank account details are incomplete or unverified;
  - (f) the Client will have insufficient Free Margin if the funds are withdrawn;
  - (g) a Specified Default Event or Force Majeure Event occurs.
- 7.7.6. The Client shall be solely responsible for the payment details submitted for withdrawal of funds. CG FinTech shall not be liable for any loss or damages if the payment details provided are inaccurate or incomplete.
- 7.7.7. CG FinTech shall take reasonably commercial efforts in ensuring the funds are withdrawn in a timely manner, but shall not be liable for any loss or damages if there is any delay in withdrawal of funds.
- 7.7.8. The Client shall bear all bank transfer fees and currency conversation rate applicable while withdrawing funds from the Account.
- 7.7.9. CG FinTech shall not be liable for any loss, costs or charges for exercising its rights in accordance with Clause 7.7.

## **7.8. FEES AND CHARGES**

- 7.8.1. The Client shall pay CG FinTech any applicable commissions, fees and charges as provided in the Trading Platform and provided by CG FinTech's payment service providers, including but not limited to additional value added taxes, any applicable tax, settlements and exchange fees, regulatory levies or legal fees applicable ("Fees") while entering into each Transaction. Unless agreed otherwise by CG FinTech, all Fees payable are due immediately and must be paid on entering into the Transaction.
- 7.8.2. CG FinTech reserves its discretion to charge the Fees separately after Transactions are executed. If this is adopted by CG FinTech, the Fees must be paid by a bank account or credit card in the Client's name. The Client shall bear any administration fee or currency conversation fee imposed by the Client's respective bank. CG FinTech shall send the Client the Fees payable with the respective details in electronic format or any other way which CG FinTech may adopt. The Fees are payable immediately and it is the Client's obligation to pay the Fees on time, failure which CG FinTech shall reserve its rights to commence legal proceedings. Failure or delay to send such statement shall not invalidate any Transaction and waive CG FinTech's right to claim for the Fees.

- 7.8.3. CG FinTech shall impose an interest rate of eight percent per annum calculated on a day to day basis commencing from the day after the relevant payment due date until the date of full payment thereof. The Client authorises CG FinTech to immediately deduct any Fees from the Account in the event the Fees is not paid or the Fees is overdue.
- 7.8.4. CG FinTech reserves the right to amend the Fees by notifying the Client within seven calendar days prior to the effective date.
- 7.8.5. The Client acknowledges that CG FinTech reserves its right to claim any outstanding Fees from banking institutions or third party which the Client has positive cash balance.

## **8. CONFLICT OF INTERESTS**

- 8.1 CG FinTech, its associates, related companies, directors or employees connected to CG FinTech may have an interest, relationship or arrangement that is material in relation to any Transaction or Services. The Client acknowledges that and agrees that CG FinTech may proceed with any Transaction or Services without prior reference to any potential specific conflict of interest, including any benefit, profit, commission, interest or other remuneration made or received by reason of any Transaction or any related transaction or position.
- 8.2 The Client acknowledges that:
- (a) this Agreement shall not give rise to any fiduciary relationship between CG FinTech and the Client;
  - (b) CG FinTech may assign or transfer the execution or completion of any Transaction to its associates or related companies;
  - (c) CG FinTech may establish business or transactions with business partners or financial institutions which CG FinTech may have a financial interest in them; and
  - (d) that CG FinTech or its related companies may have interests which conflict with the Client's interests or owe duties which conflict with duties owed to the Client, and the Client consents to CG FinTech and its related companies acting in any manner which CG FinTech considers appropriate in such cases subject to the Applicable Statutes And Regulations.



## **9. DEFAULT AND DEFAULT REMEDIES**

9.1 A “Specified Default Event” in relation to the Client means any of the following:

- (a) the Client failed to pay the Fees to CG FinTech when the Fees are due;
- (b) the Client violated or breached of Applicable Statutes And Regulations or any legislation;
- (c) CG FinTech considers it is necessary to prevent a violation of Applicable Statutes And Regulations;
- (d) the Client failed to pay or meet the Margin required;
- (e) the Client breaches any material term of this Agreement;
- (f) the Client breaches any of the representation and warranties in Clause 6;
- (g) the Client infringe any Intellectual Property Rights in Clause 13;
- (h) the Client has made any material misrepresentation or committed fraudulent acts against CG FinTech;
- (i) an insolvency or bankruptcy proceeding in any country has been commenced against the Client;
- (j) the Client is subject to any material debt restructuring arrangement with the Client’s creditors;
- (k) any securities created by the Client’s security interest, mortgage, charge over any of the Client’s assets is enforced by the creditor or banking institution against the Client;
- (l) any distress, execution or other process is levied against any of the Client’s property and is not removed, discharged or paid within 7 days;
- (m) any Transaction or combination of Transactions or any realised or unrealised loss on any Transaction or combination of Transactions executed by the Client exceeded the credit limit available to the Client;
- (n) the Client is dead or becomes of unsound mind;
- (o) the Client failed to provide any information requested in relation to any verification or investigation processes undertaken by CG FinTech;

- (p) the Client used any type of virus or other destructive malware that are designed to distort or damage the Trading Platform or the communication system of CG FinTech;
  - (q) CG FinTech or the Client is required to terminate this Agreement and the Account by any regulatory authority;
  - (r) the Client has breached any other CG FinTech's policies or procedures;
  - (s) CG FinTech has reasonable grounds to believe that the Client has not acted in good faith;
  - (t) CG FinTech has reasonable grounds to believe that there were errors in the Transactions made; or
  - (u) any other circumstances where CG FinTech has reasonable grounds to believe that it is necessary to exercise its rights under Clause 9.2.
- 9.2 Where any of the Specified Default Event specified in Clause 9.1 occurs, CG FinTech may at any time thereafter reserves the right to:
- (a) terminate any ongoing and future Transaction;
  - (b) terminate this Agreement in accordance with Clause 16;
  - (c) close all the Client's position and opened positions at the prevailing market rate and refund Client Asset subject to Clause 10;
  - (d) restrict the Client's trading activity, including but not limited to deposit limit, withdrawal limit and limit of the opening positions;
  - (e) suspend or terminate the Account.
- 9.3 CG FinTech shall whenever reasonably possible take steps to notify the Client before exercising any of the rights under Clause 9.2. CG FinTech shall not be obliged to notify the Client and failure to do so shall not invalidate any act or effect described in Clause 9.2 by CG FinTech.
- 9.4 The Client acknowledges that CG FinTech shall not be liable for any loss or damages for exercising Clause 9.2.

## **10. CG FINTECH'S RIGHT OF SET OFF IN RELATION TO THE CLIENT'S ACCOUNT**

- 10.1 Subject to Clause 10.2 and Clause 10.3, CG FinTech may at without prior notice retain or make deductions from any obligation, payment or amount owed by CG FinTech to the Client to repay any amount due from the Client to CG FinTech, including but not limited to loss and damages suffered by CG FinTech, CG FinTech's related companies, affiliates, payment services providers, payment gateway providers and their respective banking services providers as a result of the Client's breach of this Agreement.
- 10.2 In the event the Fees is not paid, the Fees is overdue or an insolvency or bankruptcy proceeding has been initiated against the Client, the Client authorises CG FinTech to immediately sell, apply, set off, close any or all Client's investment and/or position and/or proceed of any of the same of which CG FinTech, CG FinTech's holding company or CG FinTech's subsidiary has custody or control, to discharge any or all of the Client's obligations and/or Fees to CG FinTech.
- 10.3 Subject to Clause 10.2, the Client authorizes CG FinTech to buy, sell or liquidate all or any of the Client's investment in the Account as CG FinTech deems fit whereby:
- (a) if there is positive cash balance after deducting the Fees due, CG FinTech shall pay the Client the fair market value of such investments subject to any associated costs and expenses in transferring the money into the Client's bank account;
  - (b) if there is outstanding Fees due after selling the Client's investments or closing the Client's position, the remaining balance shall be immediately due and payable to CG FinTech, failure which CG FinTech shall reserve its rights to commence legal proceedings.
- 10.4 CG FinTech reserves the right to consolidate all or any of the Account to set off any amount owed by the Client to CG FinTech.
- 10.5 This Clause shall not waive CG FinTech's right in exercising Margin Call under this Agreement.

## **11. CLIENT'S PERSONAL DATA PROTECTION**

- 11.1 The Client acknowledges and agrees that by entering into this Agreement and by opening an Account with CG FinTech, the Client will be providing CG FinTech with personal data within the meaning of EU General Data Protection Regulation 2016/679 ("Personal Data"). The Client acknowledges and agrees that the Personal Data shall be processed by CG FinTech in accordance with this Agreement and the Privacy Policy available on CG FinTech's website.
- 11.2 Personal Data collected by CG FinTech includes but not limited to the following:
- (a) the Client's personal details, e.g. name, telephone number, email address;
  - (b) identity verification documents, e.g. ID, passport, utility bills;
  - (c) financial details, e.g. bank account, payment card information;
  - (d) information about the Client's income and wealth including details about the Client's assets and liabilities, account balances, trading statements, tax and financial statements;
  - (e) profession and employment details;
  - (f) transaction data, i.e. all information and details related to any Transactions made;
  - (g) the Client's use of Services, including but not limited to the pages the Client has visited; and
  - (h) technical information, including but not limited to the Client's devices, type and version of the operating system, time zone.
- 11.3 The Client consents and allows CG FinTech in processing the Personal Data:
- (a) to perform CG FinTech's contractual obligations under this Agreement;
  - (b) to perform anti-money laundering checks, 'Know Your Customer' ("KYC") documentation in accordance with the Anti Money Laundering and Know Your Customer Policy available on CG FinTech's website or other legal and regulatory compliance;
  - (c) to monitor and record calls for business analysis, training or service improvement purposes;

- (d) to monitor and record calls and electronic communications for processing and verification of instructions;
  - (e) ensure that the Client meet the suitability requirements needed to use CG FinTech's Services;
  - (f) to manage the Client's Account; and
  - (g) in providing suitable marketing materials or Material to the Client.
- 11.4 Under EU General Data Protection Regulation 2016/679 ("GDPR"), the Client retains the right to:
- (a) access the Client's Personal Data and inquire CG FinTech whether the Personal Data is being processed;
  - (b) rectify or amend the Client's Personal Data;
  - (c) restrict the processing of Personal Data;
  - (d) object against Personal Data processing for direct marketing purposes; or
  - (e) demand CG FinTech to delete and erase the Client's Personal Data.
- 11.5 The Client acknowledges that CG FinTech may need the Client's Personal Data to fulfil its obligation under this Agreement, and as such the Client's demand for deletion of the Client's Personal Data may result in termination of the Client's Account and this Agreement in accordance with Clause 16.
- 11.6 CG FinTech shall retain the Client's Personal Data as long as the Client's Account remains active and valid, and may retain the Client's Personal Data up to seven years after the Account and this Agreement with the Client is terminated. The Client's Personal Data may be retained for more than seven years subject to any Applicable Statutes And Regulations, acts or policies by Relevant Regulatory Authorities and CG FinTech's internal policies.
- 11.7 CG FinTech may share the Personal Data to third parties:
- (a) under any Applicable Statutes And Regulations;
  - (b) in compliance with legal and/or court orders obligations;
  - (c) in compliance with any requests made by legal or regulatory authorities;

- (d) necessary to perform CG FinTech's obligation under this Agreement, including but not limited to CG FinTech's associates or related companies; or
  - (e) when the Client has given CG FinTech consent.
- 11.8 In compliance with the GDPR, CG FinTech shall not transfer any Personal Data outside the European Economic Area ("EEA") or a European Commission recognised non-EEA country without taking reasonable steps in ensuring:
- (a) the third party has an adequate, appropriate and sufficient level of protection for the rights and freedoms of the Client in relation to the processing of Personal Data;
  - (b) there are adequate, appropriate and sufficient security measures in place to protect the Personal Data;
  - (c) the Client has enforceable rights and effective legal remedies for any breach of personal data protection law and regulation;
  - (d) the third party comply with its obligations under any applicable data protection laws and regulations; and/or
  - (e) binding corporate rules or standard data protection clauses approved by the European Commission are in place.
- 11.9 CG FinTech has taken all reasonable commercial standards of technology and operational security to safeguard the Client's Personal Data and mitigate potential risks of security breach. However, CG FinTech cannot guarantee on the absolute protection and security of the Personal Data. The Client acknowledges that CG FinTech shall not be liable for any malicious and fraudulent act committed by third party beyond CG FinTech's control provided that CG FinTech has taken all reasonable commercial standard of care and has not been negligent in safeguarding the Client's Personal Data.

## 12. CONFIDENTIALITY

- 12.1 The Parties agree and undertake with each other to keep confidential and not disclose to any person, other than that party's professional advisers, directors, officers or employees, any Confidential Information or any information provided to it by the other party which in any way relates to this Agreement and the matters contemplated herein except:

- (a) with the prior written consent of the other Party respectively;
  - (b) as may be required by law, any regulatory authority or any stock exchange;
  - (c) as may be required to investigate or prevent any illegal activity;
  - (d) to execution venues or any third party as necessary to carry out Transactions and for purposes ancillary to the provision of the Services, and the Client acknowledges that such third party may conduct independent due diligence on Client;
  - (e) in accordance with the order of a court of competent jurisdiction; or
  - (f) with the Client's consent.
- 12.2 The Client agrees not to use the information provided by CG FinTech concerning the Services in any way other than to perform any obligations and rights under this Agreement.
- 12.3 The restriction in Clause 12.1 shall not apply to any information which is in or comes into the public domain otherwise than by reason of any breach of this restriction.
- 12.4 The obligations in this clause 12 shall survive the termination of this Agreement for any reason whatsoever for seven years from the date of such termination, but not longer.
- 13. CG FINTECH'S INTELLECTUAL PROPERTY RIGHTS**
- 13.1 All Intellectual Property Rights and other intellectual property rights in the Trading Platform shall remain at all times the sole and exclusive property of CG FinTech and/or its third party service providers and/or CG FinTech's licensors. Any usage of intellectual property rights of CG FinTech's third party service providers and/or CG FinTech's licensors shall subject to the terms and conditions provided by such providers.
- 13.2 Subject to the terms and conditions in this Agreement, CG FinTech grants the Client a non-exclusive, revocable and non-transferable licence to access and download the Trading Platform to access Services and perform Transaction on the Trading Platform. The Client only has the licence to use the Trading Platform in accordance with this Agreement and shall not have any rights in relation to any of the Intellectual Property Rights.

13.3 The Client undertakes not to:

- (a) copy, reproduce, translate, duplicate, use, enhance, decompile, decode, disassemble, distribute, sell, transmit, lend, pledge, transfer, alter, tamper, amend, modify, reverse engineer, sub-licence the Trading Platform or any Intellectual Property Rights or its source code;
- (b) publish, distribute, make available to third parties any information related to the Trading Platform or any Intellectual Property Rights;
- (c) remove or destroy any copyright notices of the Trading Platform or any Intellectual Property Rights;
- (d) use, recreate, copy, redistribute any of CG FinTech's, CG FinTech's third party service providers, or CG FinTech's licensors Intellectual Property Rights;
- (e) carry out any data collection, or use data mining, screen-scraping, optical recognition software, image makers, artificial intelligence, automated programme or other similar data gathering and extraction tools on the Trading Platform;
- (f) attempt to gain or allow unauthorised access to the Trading Platform or any Intellectual Property Rights;
- (g) upload or transmit computer virus or other programmes to disrupt or destroy the normal operation of the Trading Platform;
- (h) use the Trading Platform in any manner not permitted by this Agreement.

13.4 The licence granted in Clause 13.2 shall be revoked immediately and the Client undertakes not to use the Trading Platform any further if:

- (a) the Account or this Agreement is terminated;
- (b) a Specified Default Event occurs;
- (c) the Client breaches any material terms and conditions of this Agreement;  
or
- (d) the Client breaches Clause 13.3.



- 13.5 The Client shall immediately notify CG FinTech any violation of CG FinTech's, CG FinTech's third party service providers, or CG FinTech's licensors Intellectual Property Rights.

#### **14. CLIENT'S INDEMNITY AGAINST CG FINTECH**

- 14.1 Save as otherwise expressly provided herein, the Client agrees and undertakes with CG FinTech to indemnify and hold CG FinTech, CG FinTech's related companies, licensors, third party service providers, affiliates, payment services providers, payment gateway providers and their respective banking services providers, harmless from and against any damage or loss suffered, incurred or sustained by that CG FinTech, or to which that CG FinTech becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or non-fulfilment of or failure to perform any covenant or obligation contained in this Agreement by the Client.
- 14.2 The Client acknowledges that this responsibility shall include but not limited to any legal and administrative costs and expenses incurred.

#### **15. EXCLUSION AND LIMITATION OF LIABILITY BY CG FINTECH**

- 15.1 CG FinTech's Services, Trading Platform, services by CG FinTech's payment service providers and other service providers shall be provided on "as is, where is" basis. CG FinTech makes no express or implied representations or warranties:
- (a) as to the availability, accuracy or completeness of the Trading Platform, Services, services by CG FinTech's payment service providers and other service providers;
  - (b) that the Trading Platform, Services, website, services by CG FinTech's payment service providers and other service providers shall or will be uninterrupted, error-free, or available at all times;
  - (c) that the Trading Platform, Services, website, services by CG FinTech's payment service providers and other service providers are free from viruses, bugs or anything else with destructive properties;
  - (d) as to the services or software provided by CG FinTech's third party service providers, CG FinTech's licensors or CG FinTech's outsourced parties;
  - (e) as to the hyperlinks on CG FinTech's website linking to other third party website;

- (f) as to the compatibility of the Client's computer equipment with the Trading Platform; and
- (g) as to the act or omission by the Client or any third parties on the Client's behalf in relation to the Client's Transaction with CG FinTech.

15.2 Subject to the duties and obligations owed by CG FinTech to the Client under Applicable Statutes And Regulations, CG FinTech shall not be liable for any direct, indirect, consequential, incidental loss, loss of profits, loss of goodwill, reputational damage and loss of opportunity as a result of (including but not limited to) the following:

- (a) any item in Clause 15.1;
- (b) the Client's breach of any Applicable Statutes And Regulations or this Agreement;
- (c) any viruses or security breaches introduced into the Client's equipment or systems via CG FinTech's website or any software published, provided that CG FinTech has taken reasonable steps to prevent any such introduction;
- (d) transmission errors, delay, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers;
- (e) accuracy, completeness or delay of the information or advice provided by a third party;
- (f) CG FinTech's compliance with the Applicable Statutes And Regulations;
- (g) unauthorised access to the Client's Account or Personal Data due to the Client's negligence or malicious third parties;
- (h) any Force Majeure Event under Clause 17;
- (i) any investments, expenditures, commitments or third party services engaged by the Client in connection with this Agreement or the Client's access to Services;
- (j) any alteration, deletion, damage to the Client's data storage;
- (k) any inaccuracy, error, delay, omission, non-performance, interruption in any data, information or message;

- (l) any hardware, software, connection bugs from the Client's side;
- (m) solvency, acts or omissions of any CG FinTech's licensors, providers or related companies;
- (n) the Transactions entered by the Client;
- (o) any of the risks and warnings introduced to the Client in this Agreement and the Risk Disclosure And Acknowledgement Notice online;
- (p) Client's reliance on Stop Loss;
- (q) the Client's reliance on any additional third party trading features;
- (r) CG FinTech's exercise of Margin Call and Stop Loss; and
- (s) any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid.

15.3 Nothing in the Agreement excludes or limits each other Party's liability for fraudulent or negligent misrepresentation, or any matter that cannot be excluded or limited under Applicable Statutes And Regulations.

15.4 If this Clause 15 is not acceptable by the Client, the Client should notify CG FinTech to close and terminate any Account registered. CG FinTech shall not be liable for any loss or damages as a result of such termination.

## **16. TERMINATION OF AGREEMENT**

16.1 Without prejudice to any accrued Parties' rights and remedies and other provisions of this Agreement, either Party may give the other Party notice in writing to forthwith terminate this Agreement in fourteen calendar days.

16.2 Upon the occurrence of any of the following events and without prejudice to the Party's rights under this Agreement, CG FinTech may (but shall not be obliged to) immediately or give notice in writing to the Client to forthwith terminate this Agreement:

- (a) any Specified Default Event occurs;
- (b) any Force Majeure event occurs; or
- (c) the Client breaches any material terms and conditions of this Agreement.

16.3 Upon the termination of this Agreement pursuant to clause 16.2 herein, the outstanding Fees payable by the Client to CG FinTech, including but not limited to the following, shall become immediately due:

- (a) any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
- (b) all outstanding Fees and any other amount payable to CG FinTech;
- (c) any loss and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by CG FinTech on the Client's behalf;
- (d) any charges and additional expenses incurred or to be incurred by the CG FinTech as a result of the termination of the Agreement;
- (e) any damages which arose during the arrangement or settlement of pending obligations.

CG FinTech shall return to the Client all cash balance available within 10 business days subject to Clause 10 after termination of this Agreement. In the event CG FinTech is unable to refund the cash balance to the Client, CG FinTech reserves our right to refund the cash balance to the applicable unclaimed money authority in the relevant jurisdiction.

16.4 CG FinTech reserves its full legal rights in claiming:

- (a) any expenses incurred by CG FinTech as a result of termination of this Agreement; and
- (b) any loss or damages pursuant to an arrangement or settlement post termination of this Agreement.

16.5 Upon notification of termination, CG FinTech shall proceed with all Transactions entered into or under execution and the terms and conditions of this Agreement shall be applicable until all pending Transactions has been completed. The Client will be subsequently required to close all open positions and CG FinTech shall refuse in opening new positions for the Client.

16.6 The termination of the Client's Account shall terminate the Client's right and licence to use the Trading Platform, Services, all and any software and solutions made available to the Client by CG FinTech.

- 16.7 CG FinTech's rights in this Clause 16 shall not be limited to other rights available in any Applicable Statutes And Regulations. The Client acknowledges that CG FinTech shall not be liable for any loss or damages in exercising its rights in Clause 16.
- 16.8 Upon any termination of this Agreement under clauses 16.1 or 16.2, or otherwise pursuant to this Agreement, without prejudice to any right of any party which shall have accrued under this Agreement prior to such termination, the obligations of the parties under this Agreement shall cease save in respect of the obligations of the parties in Clause 12, Clause 13, Clause 14, Clause 15, Clause 20 and Clause 22 herein.

## **17. FORCE MAJEURE EVENT**

- 17.1 CG FinTech may reasonably determine that an emergency or an exceptional market condition exists ("Force Majeure Event"), in which case CG FinTech shall inform the Relevant Regulatory Authorities and take reasonable steps to inform the Client. A Force Majeure Event includes but is not limited to the following:
- (a) any act of God, flood, fire, war, riot, civil commotion, natural catastrophe, strike, act of government, labour disputes, lock-out, government moratorium, act of terrorism, national emergency, virus outbreak, change of law or regulation, or any other supervening event of whatsoever nature in relation to nature, technological, political, governmental, social, economic, pandemic, civil emergency, act of terror beyond the reasonable control of CG FinTech, and which prevents that CG FinTech's performance of, or which makes it unduly onerous on CG FinTech to perform, its obligations hereunder;
  - (b) declaration of financial services moratorium by Relevant Regulatory Authorities;
  - (c) the suspension or closure of any market or the abandonment or failure of any event on which CG FinTech base, or to which CG FinTech in any way relate, CG FinTech's quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
  - (d) any performance or non-performance by a third party, destruction caused by others or any similar event, which is outside CG FinTech's reasonable control;

- (e) any act or omission or policies by regulatory authorities or other institutions beyond CG FinTech's foreseeability;
- (f) the occurrence of an excessive movement in the level of any Transaction and/or any corresponding market or CG FinTech's anticipation (acting reasonably) of the occurrence of such a movement;
- (g) any breakdown or failure of transmission, communication, network, interruption of power supply, cybersecurity attack or electronic or communications equipment failure in CG FinTech, CG FinTech's third party or service providers;
- (h) any event that CG FinTech is unable to predict or prevent resulting in the Trading Platform's failure to function on a normal basis;
- (i) failure of any relevant supplier, intermediate broker, agent or principal of CG FinTech, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations; or
- (j) any event, act or circumstances not reasonably within CG FinTech's control and the effect of that event is such that CG FinTech is not in a position to take any reasonable action to cure the default.

17.2 If any of the foregoing events occur and CG FinTech claims a Force Majeure Event in relation thereto, CG FinTech may at its absolute discretion take the following steps in good faith:

- (a) to vary the terms of this Agreement to avoid, in whole or in part, the effect of such event;
- (b) modify or amend the Client's Margin;
- (c) reject or terminate any ongoing Transaction;
- (d) close any or all of the Client's open Transactions and/or positions at such closing prices as CG FinTech reasonably believe to be appropriate;
- (e) alter the trading time for a particular Transaction;
- (f) suspend or freeze the Trading Platform, all Transaction and Account;
- (g) modify, amend or remove any Services;
- (h) decrease leverage or any credit facility;

- (i) exercise any right entitled under this Agreement and the Execution Policy;
- (j) to otherwise treat this Agreement as having become frustrated by such event, in which case this Agreement shall forthwith terminate; and/or
- (k) take or omit to take all such other actions as CG FinTech deems to be reasonably appropriate in the circumstances with regard to the position of CG FinTech and Client.

17.3 CG FinTech shall not be liable to the Client for any direct or indirect loss or damages, including but not limited to financial loss, loss of opportunity or any other kind of loss arising from a Force Majeure Event.

## **18. PARTIES' COMMUNICATION**

18.1 Any offer to open or close a Transaction must be made by the Client via the Trading Platform. CG FinTech shall not be liable for any loss or damages from:

- (a) inaccuracies, mistakes or errors by the Client while performing the Transaction;
- (b) any Transaction performed due to unauthorised access to the Client's Account.

18.2 CG FinTech shall communicate with the Client using the contact details provided during Account registration and any subsequent details updated. Any communication (including without limitation to any Account statements, Transaction details, Fees details, legal documents, notice, consent and similar document) required or permitted to be given or served under this Agreement shall be in writing and may be:

- (a) delivered by electronic means;
- (b) delivered personally; or
- (c) sent by registered post or registered airmail.

18.3 Any communication given or served in accordance with clause 18.2 shall be deemed to have been duly given or served:

- (a) if sent by registered post or registered airmail, two business days after the date it is lodged with the postal authorities for postal despatch. If the delivery address is within the jurisdiction, five business days after the date

it is lodged with the postal authorities for postal despatch. If the delivery address is beyond the jurisdiction, ten business days after the date it is lodged with the postal authorities for postal despatch;

- (b) if delivered personally, at the time of delivery;
- (c) if sent by electronic means, immediately during business hours at its destination or, if not within business hours, at the opening of the next period of business hours.

#### 18.4 The Client acknowledges and undertakes that:

- (a) CG FinTech may record any communication between CG FinTech and the Client and such recordings shall be the sole property of CG FinTech and may be used as evidence of communications in legal proceedings;
- (b) any instruction and communication transmitted by the Client or on the Client's behalf is made at the Client's risk and CG FinTech is authorised to rely and act on, and treat as fully authorised and binding upon the Client, any instruction which CG FinTech believe in good faith to have been given by the Client or the Client's agent;
- (c) the official language of this Agreement shall be in English;
- (d) the Client may appoint an authorised person in accordance with KYC documentation, and the Client authorises CG FinTech to contact the authorised person to fulfil its obligations in relation to Applicable Statutes And Regulations;
- (e) to regularly check and read all notices published on CG FinTech's website and Trading Platform;
- (f) failure or delay in receiving any communication from CG FinTech due to software, telecommunications or other electronic system error shall not invalidate or prejudice that communication and CG FinTech shall not be liable for such failure or delay in communication;
- (g) to check the trading statements posted monthly where any Manifest Error
- (h) shall be conclusive if it is not communicated to CG FinTech.



## **19. CLIENT'S COMPLAINT**

- 19.1 The Client shall report all complaints to CG FinTech in writing within three (3) business days from the occurrence of the event that gives rise to the complaint and should include all relevant details and supporting documentation. In the event the Client failed to do so, the Client shall be deemed to have waived his right for any claim against CG FinTech.
- 19.2 Upon receiving the complaint and all necessary information from the Client, CG FinTech shall proceed to investigate the complaint, take any necessary action and update the Client from time to time.
- 19.3 Without prejudice to the Client's right, CG FinTech may close any Transaction involved in a dispute with the Client without prior notice where CG FinTech reasonably believes it is necessary to limit the monetary claim in the dispute.
- 19.4 The Client shall keep all information related to any complaints or disputes submitted to the Company strictly confidential. This includes, but is not limited to, the details of the complaint, the resolution process, and any communications or documents exchanged in connection with the complaint (collectively referred to as "Complaint Information").
- 19.5 The Client agrees to use Complaint Information solely for the purpose of addressing the complaint or dispute with the Company and not for any other purpose. The Client shall not disclose, reproduce, or use Complaint Information for any other purpose without the prior written consent of the Company.
- 19.6 In the event of any unauthorized disclosure of Complaint Information, the Client shall be liable to CG FinTech for a predetermined monetary penalty of at least USD100,000.00, which the Parties agree is a reasonable pre-estimate of potential damages considering the sensitive nature of such information. CG FinTech further reserves the right to seek additional damages, including but not limited to, any direct or indirect losses exceeding USD 100,00, legal fees, and reputational harm, in the event the actual damages incurred surpass the predetermined amount. CG FinTech also reserves the right to suspend or terminate the Client's account and pursue any other remedies available under law or equity, including injunctive relief.-

## **20. GOVERNING LAW AND JURISDICTION**

20.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the following jurisdictions, as may be applicable:

- (a) Republic of Mauritius; or
- (b) St Lucia.

20.2 Nothing in this Agreement shall limit or prohibit CG FinTech's right to initiate legal proceedings against the Client in other courts of competent jurisdictions, and the legal proceedings in one or more jurisdictions shall not preclude the initiation of legal proceedings in any other jurisdiction.

## **21. ASSIGNMENT OF RIGHTS**

21.1 This Agreement shall be binding upon the respective heirs, successors-in-title, estates, personal representatives and permitted assigns of the Client. The Client shall not assign any of its rights and obligations hereunder without the prior consent of CG FinTech.

21.2 The Client acknowledges and agrees that CG FinTech may sell, transfer, assign or novate CG FinTech's rights or obligations under this Agreement or the performance of the entire Agreement, in CG FinTech's sole discretion, to a successor of all or substantially all of CG FinTech's business or assets (in the event of merger or acquisition of the CG FinTech with a third party, reorganisation of the CG FinTech, winding up of the CG FinTech or sale or transfer of all or part of the business or the assets of CG FinTech to a third party), without the Client's prior written consent by providing notice in writing within a reasonable period. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and is not intended to confer any other entity or person any rights or remedies hereunder.

21.3 The Client agrees that in the event of a transfer, assignment or novation described in paragraph 21.2 above, CG FinTech shall have the right to disclose and/or transfer all Client's information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Account and the Client Asset as required, subject to providing prior notice to the Client.

## **22. MISCELLANEOUS**

- 22.1 Time, wherever mentioned in this Agreement, shall be of the essence.
- 22.2 This Agreement shall not be construed as a joint venture or partnership between CG FinTech and the Client. The Client acknowledges that CG FinTech may provide the Trading Platform to other parties and clients, and agree that nothing in this Agreement shall prevent CG FinTech from providing such services.
- 22.3 Without prejudice to any other rights or remedies a party may have, each Party acknowledges and agrees that damages may not be an adequate remedy for any breach of this Agreement and the Parties shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.
- 22.4 No exercise or failure to exercise or delay in exercising any right, power or privilege vested in any party shall operate as a waiver thereof or of any other right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver by a party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- 22.5 If any provision of this Agreement or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent. In the event of such partial invalidity, the Parties agree in good faith to replace any such legally invalid or unenforceable provision with valid and enforceable provisions that, from an economic viewpoint, most nearly and fairly approach the effect of the invalid or unenforceable provision.
- 22.6 Unless otherwise provided, the rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy otherwise provided by law.
- 22.7 This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all negotiations, commitments and writings prior to the date hereof pertaining to the subject matter of this Agreement.
- 22.8 The official language of this Agreement shall be English. CG FinTech may provide this Agreement in other languages for information purposes only and in the event

of any inconsistency or discrepancy between the English version of this Agreement and any other language version, the English version shall prevail.

- 22.9 CG FinTech is unable to advise the Client on any tax matters and the Client should seek a professional tax adviser for advice.

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