



TERMS AND CONDITIONS

SCHEDULE 1: DEFINITIONS

This is an important document. It forms part of a legal contract, and you must read and ensure that you understand its contents. You should take independent legal advice if there is anything in these terms that you do not understand.

1. INTRODUCTION

1.1 Overview of the Agreement

This Client Agreement outlines the terms and conditions ("Terms") governing the services provided by "True Trade" ("we," "our," or "us"), a registered trading name of True Trade Pro, LTD. True Trade Pro, LTD is a Company limited by shares, with License Number LL18002, incorporated under Section 15 of the Labuan Companies Act 1990 (Act 441). We are authorized and regulated by the Labuan Financial Services Authority ("LFSA"), which oversees our compliance with applicable laws and regulations governing financial services. Our registered address is Office Suite 1652 Level 16(A), Main Office Tower, Financial Park Complex, Jalan Merdeka 87000 Labuan F.T, Malaysia.

1.2 Company Website

The domain name www.ttprofx.com (hereafter the "Main Website") is owned by the Company. The Company may also register and operate additional websites primarily for promotional and marketing purposes in languages other than English.

1.3 Official Language

The Client accepts and understands that the official language of the Company is English. The Client should always refer to the legal documentation posted on the Main Website of the Company for all information and disclosures about the Company and its activities.

1.4 Principal vs. Agent Relationship

In our dealings with you, we will act as a principal unless we explicitly inform you in writing that we are acting as an agent for specific transactions or classes of transactions. As a principal, you will enter into transactions independently, and it is your responsibility to understand the implications of this role. Should you wish to operate under different terms, this must be agreed upon in writing.

1.5 Acceptance of Terms

By (i) opening an Account through our Online Facility, (ii) electronically accepting these Terms, and (iii) using or continuing to use our services, you acknowledge and agree that you understand, represent, and are bound by the Terms of this Agreement. Any variations, changes, amendments, additions, or novation to these Terms will be communicated to you in a reasonable manner, ensuring you are kept informed of any updates. A current and definitive copy of this Agreement (including any updates) will be accessible on our Website at all times. This availability may be temporarily interrupted during

maintenance periods, which we will announce in advance on our Website. Additionally, access may be hindered due to external factors such as hacking or other security threats, or negligence.

1.6 Notification of Changes

You agree to notify us immediately of any variations, changes, amendments, additions, or alterations to any information you have previously provided in connection with these Terms. Failure to promptly update us may result in liability for damages, losses, costs, or expenses incurred as a result of outdated or inaccurate information. We will not be held responsible for any issues arising from such failures.

1.7 Defined Terms

In this Agreement, we utilize defined words and terms to ensure clarity and precision. Following each definition, relevant terms are presented in bold and enclosed in quotation marks. Unless otherwise specified, all subsequent uses of the same defined term shall carry the same meaning throughout this Agreement. If any capitalized term is not defined in Schedule 1 or elsewhere in this Agreement, it shall derive its meaning from common trade and commercial usage within the financial services industry. This approach ensures that all parties have a mutual understanding of the terminology used in this Agreement, thereby facilitating clear communication and reducing the potential for disputes.

2. SCOPE AND APPLICATION

2.1 Agreement Supremacy

This Agreement, along with any modifications or amendments made herein, shall supersede and replace any prior agreements, understandings, or negotiations between the Company and the Client concerning the same subject matter. This clause ensures that the terms contained within this Agreement are definitive and govern the relationship between the Company and the Client in a clear and unambiguous manner. The supremacy of this Agreement protects both parties by establishing a single, comprehensive framework for their interactions and transactions.

2.2 Basis of Service Provision

This Agreement establishes the foundational framework under which the Company agrees to deliver Investment and Ancillary Services, as well as Financial Instruments to the Client. The provision of these services is contingent upon strict adherence to all applicable laws and regulations, including, but not limited to, the protection of Personal Data and compliance with various codes of conduct and circulars issued by the Labuan Financial Services Authority (LFSA). The Company commits to providing services that align with regulatory requirements to protect the interests of the Client while ensuring compliance with relevant legal standards.

2.3 Client Guidance

The primary intent of this Agreement is to assist the Client in making informed and prudent decisions regarding the Company, its service offerings, and the inherent risks associated with the Financial Instruments provided. Clients are encouraged to thoroughly evaluate their financial circumstances, individual risk tolerance, and long-term investment objectives before engaging with the Company's services. It is important for Clients to recognize that all investments carry a degree of risk, and they should seek additional independent advice if needed to ensure that their investment choices align with their financial goals.

2.4 Complete Agreement Readiness

Clients are advised to read this Agreement in its entirety prior to deciding whether to acquire, maintain, or dispose of any Financial Instrument. A comprehensive understanding of the nature of the investment, the services offered by the Company, and the rights and obligations imposed by this Agreement is crucial for ensuring alignment with the Client's investment strategy and risk appetite. Clients should take the time to review all clauses and stipulations within the Agreement to fully grasp the implications of their commitments.

2.5 Governance of Services

This Agreement governs all Investment and ancillary services rendered by the Company, serving as a comprehensive guide that delineates the responsibilities and obligations of both parties. It ensures a clear understanding of the terms of engagement, thereby minimizing misunderstandings and disputes. By establishing a well-defined structure, this Agreement facilitates a transparent relationship, enhancing the Client's confidence in the services provided and the overall investment experience.

3. OUR SERVICES

3.1 Account Maintenance

Subject to the terms of this Agreement and the acceptance of your application to open an account, the Company shall maintain one or more accounts registered in your name. The Company is committed to providing execution-only dealing services related to contracts in Foreign Exchange (FX) and Contracts for Difference (CFDs). These services encompass various underlying investments, including but not limited to foreign exchange contracts, metals, equity indices, commodities, and any other financial products deemed appropriate by the Company. The maintenance of your account will include regular monitoring and reporting of transactions, ensuring you are kept informed of your account status.

3.2 Order Execution

Orders for the execution of transactions must be submitted electronically through the Company's Online Facility, unless otherwise mutually agreed upon in writing. Clients can place orders to buy at the quoted offer price (a "Long Position") or sell at the quoted bid price (a "Short Position") for the relevant Reference Asset. The Company shall ensure that all orders are executed promptly and efficiently, adhering to the best execution standards mandated by applicable regulations.

3.3 No Entitlement to Reference Assets

The Client acknowledges and agrees that, unless otherwise stipulated in a formal written agreement, they shall not be entitled to the delivery of any Reference Asset, nor will they be obligated to deliver any Reference Asset. As such, the Client will not acquire any interest in any Reference Asset through these transactions. This provision is crucial to understanding the nature of the trading services offered, emphasizing that transactions conducted under this Agreement do not result in ownership of the underlying assets.

3.4 Right to Close Transactions

The Company reserves the right to close any Transaction at its sole discretion without prior notice to the Client. This right may be exercised in situations where market conditions warrant such action,

including but not limited to extreme volatility, liquidity issues, or other circumstances that may impact the integrity of the market. This provision safeguards the interests of both the Company and the Client by allowing for swift action in dynamic market environments.

3.5 No Advisory Duties

The Company does not have any obligation to provide advice on the merits or risks associated with specific transactions. Clients are expected to rely on their own judgment and assessments regarding any transaction they consider, as well as the composition of their accounts. While the Company may provide research, opinions, or analyses, such materials are intended for informational purposes only and should not be interpreted as guarantees or assurances of future performance. Clients should conduct their own due diligence and seek independent advice if necessary.

3.6 Responsibility for Professional Services

Any legal, accounting, tax, or other advisory services retained or engaged by the Company are solely for the Company's benefit and will not extend to the Client. Clients are responsible for obtaining any Professional Services they may require at their own expense. No Professional Services engaged by the Company shall be deemed available to Clients or any third parties. This provision clarifies the delineation of responsibilities regarding advisory services, ensuring that Clients understand the nature of the professional relationships established.

3.7 No Fiduciary Duties Created

The provision of the Services under this Agreement does not create any fiduciary or equitable duties between the Company and the Client unless specifically agreed upon in writing. The relationship established by this Agreement is one of principal and agent, and does not create any agency, joint venture, or partnership between the Company and the Client. This distinction is critical for understanding the nature of the relationship and the obligations of both parties involved.

4. OUR OBLIGATION TO KNOW OUR CLIENT

4.1 Client Identification Requirements

As part of our commitment to ensuring compliance with applicable laws and regulations, we are mandated to conduct thorough identification procedures for each Client. The identification particulars we require include, but are not limited to:

- (a) Personal Identification: This includes obtaining the Client's full name, identification number (such as a national ID or passport number), and for corporate entities, the registration number related to the Company, limited partnership, limited liability partnership, society, or any other legally registered entity under the jurisdiction's laws. This information is essential for verifying the identity and legitimacy of our Clients.
- (b) Nature of Business: We must understand the Client's business operations, including the type of business they conduct, the industries in which they operate, and the specific products or services offered. Additionally, we require information regarding the source of the Client's funds to ensure they are derived from legitimate activities and to prevent any involvement in illicit financial activities.

- (c) Proof of Address and Documentation: Clients are required to provide proof of their residential or business address. This may include utility bills, bank statements, or government-issued documents that clearly indicate the Client's current address. Furthermore, any documents related to the Client's business operations, as well as relevant banking information, must be submitted in accordance with the laws of the applicable jurisdiction.
- (d) Transaction Details: Clients must provide any other details relevant to their transactions with us. This may include information about the expected transaction types, volume, and frequency, as well as the overall purpose of the account. Collectively, this information is referred to as "Customer Due Diligence" (CDD) or "Know Your Customer" (KYC). In certain circumstances, Enhanced Due Diligence (EDD) may also be required. Clients have an obligation to furnish all necessary documentation as requested.

4.2 Client Cooperation and Authorization

By entering into this Agreement, you agree and undertake to provide us with all the information we require as part of our Customer Due Diligence (CDD) procedures. This includes timely submission of all requested documentation. Additionally, you authorize us, or any of our designated agents, to conduct necessary investigations into your identity, credit standing, and any past or present investment activities. In connection with these investigations, we reserve the right to contact banks, brokers, or other relevant parties that we deem appropriate and necessary for verifying your identity and financial history. Your cooperation is crucial for ensuring compliance with legal obligations and for the timely processing of your account and transactions.

4.3 Limitation of Liability

Without prejudice to any other provisions of this Agreement, you agree that we shall be held harmless against any losses, damages, or costs arising from any delays or failures in processing your application or transactions if you have not provided all documentation requested by us. This includes any consequences resulting from your failure to comply with our CDD requirements, which may delay your ability to engage in trading activities. It is your responsibility to ensure that all required information and documentation are submitted promptly to avoid any disruptions in service.

4.4 Right to Amend Client Information

We reserve the right to make necessary amendments, corrections, and/or deletions to any details, particulars, or information provided by Clients at our sole discretion on the Company's trading platform. This may occur if the information contained in your application form is found to be incorrect, missing, or unnecessary upon comparison with the documentation provided during the KYC process. Such amendments are crucial for maintaining accurate records and ensuring compliance with regulatory requirements. Clients will be notified of any significant changes made to their account information to ensure transparency and accuracy.

5. PROVIDING A QUOTE

5.1 Non-Binding Quotations

Upon your request, we reserve the right to, at our sole discretion, provide you with a relevant quotation ("Quotation"). This Quotation is non-binding and does not create any legal obligations or

rights under any laws or equity. It will include a description of all relevant charges associated with each transaction that we intend to provide to you. The Quotation may reflect either bid/offer prices that are aligned with the Underlying Market or prices fixed by us, as applicable. The specifics of these pricing methods can be found in the Contract Specifications or can be obtained from our dealers upon your request. You acknowledge that we will charge you for both opening and closing a transaction based on the type of account you select.

5.2 Validity of Quoted Rates

The rates quoted in the Quotation are valid at the time of issuance and for the duration specified within the Quotation itself. It is essential to understand that these rates are subject to change; we reserve the right to notify you in writing of any changes that may affect the rates. You recognize that both our Spreads and Market Spreads (collectively referred to as “Spread”) may increase significantly under certain circumstances and may differ from the examples provided in the Contract Specifications. Upon closing a transaction, the Spread may differ from what it was at the time the transaction was opened. In instances where the Underlying Market is closed or where there is no active market, the rate quoted in the Quotation will, to the best of our reasonable belief, reflect the market price of the relevant instrument. Such rates will be set at our discretion, based on prevailing market conditions.

5.3 Requesting Quotations

You may request a Quotation to either open a new transaction or close an existing one at any time during our regular trading hours for the relevant instrument. This flexibility allows you to engage with the market based on your trading strategy and needs.

5.4 Method of Providing Quotations

Quotations may be communicated to you in various ways that we deem appropriate, including oral communications through telecommunications or electronic communication via our Online Facility or other channels. Importantly, any Quotation provided should not be construed as an offer to open or close a transaction at the specified levels. A binding offer is only formed when you initiate a transaction by proposing to open or close a transaction, and our acceptance of your proposal shall not be unreasonably withheld. A transaction will only be considered opened or closed once your proposal has been received and accepted by us, with acceptance confirmed through the issuance of a written confirmation of the transaction's terms.

5.5 Conditions for Acceptance of Quotations

We reserve the right to reject your offer to open or close a transaction if any of the following conditions are not met:

- **5.5.1** The Quotation was not obtained from us in accordance with the Terms outlined in this Agreement.
- **5.5.2** The Quotation is not explicitly marked as being provided on an “indicative only” basis or a similar disclaimer.
- **5.5.3** If the Quotation was obtained via telecommunication, it must have been provided by a dealer employed by us, and your offer to open or close a transaction must be communicated during the same telecommunication session.

- **5.5.4** If the Quotation was obtained electronically through our Online Facility, your offer to open or close the transaction, as well as our acceptance of your offer, must occur while the Quotation is still valid.
- **5.5.5** The Quotation must not be manifestly erroneous, which includes errors that are clearly evident.
- **5.5.6** Upon offering to open a transaction, the number of shares, contracts, or other units must meet the Minimum Size requirement, and must not exceed the Normal Market Size.
- **5.5.7** If you wish to close a portion of an open transaction, both the portion you are offering to close and the portion that remains open must meet the Minimum Size criteria.
- **5.5.8** No Force Majeure event should have occurred that would affect the transaction.
- **5.5.9** There must not be any Event of Default concerning you, nor should your actions have triggered an Event of Default.
- **5.5.10** Any telecommunication or electronic communication through which you offer to open or close the transaction must not terminate before we have received and accepted your offer.
- **5.5.11** Your offer to open or close any transaction must not result in your exceeding any established credit or other limits placed on your dealings with us.

5.6 Limitation on Transaction Size

We retain the right to refuse any offer to open or close a transaction that exceeds the Normal Market Size. You acknowledge that our Quotation for a transaction equal to or greater than the Normal Market Size is not guaranteed to align within any specific percentage of the Underlying Market or related market quotations. Acceptance of your offer may be subject to additional conditions and requirements, which we will communicate to you during the acceptance process. We will inform you of the Normal Market Size for a particular instrument upon your request.

5.7 Price Improvement Policy

If, prior to your offer being accepted, the Quotation moves in your favor (for example, the price decreases when you are buying or increases when you are selling), you agree that we reserve the right to, at our discretion, pass this price improvement on to you. This policy aims to enhance your trading experience and ensure that you benefit from favorable market movements.

5.8 Reference to Underlying Markets

In cases where an instrument trades across multiple Underlying Markets, including a primary Underlying Market, you agree that we reserve the right to, at our discretion, base our bid and offer prices on the aggregated bid and offer prices across those Underlying Markets. This practice allows us to provide you with competitive pricing based on a comprehensive view of market conditions.

6. RISK WARNING

6.1 Understanding the Nature of Trading Risks

Trading in financial instruments, including options, Contracts for Differences (CFDs), and various assets such as foreign exchange (FX), precious metals, and commodities, involves a substantial level of risk. It is crucial to recognize that such trading may not be appropriate for every individual. Therefore, prior to engaging in any trading activity with us, we strongly encourage you to conduct a comprehensive assessment of your investment objectives, experience level, and risk tolerance.

You should only invest money that you can afford to lose without compromising your financial stability. Trading beyond your means can result in significant financial hardship. We disclaim any liability for losses, damages, costs, charges, or any other expenses you may incur as a result of your trading activities with us. Your decisions to trade are made at your own risk and discretion.

6.2 Exposure to Specific Market Risks

Engaging in off-exchange transactions entails considerable exposure to various market risks, including:

- **Leverage Risks:** Leverage can amplify both potential profits and losses. While it allows you to control a more substantial position with a smaller amount of capital, it also increases the risk of significant losses that may exceed your initial investment. You should fully understand how leverage works and its implications for your trading strategy.
- **Credit Risks:** The creditworthiness of counterparties involved in your trades can significantly impact your investments. If a counterparty defaults, you may be at risk of losing your investment without the opportunity for recovery.
- **Limited Regulatory Protection:** Trading off-exchange may provide less regulatory protection compared to transactions executed on established exchanges. This lack of oversight can expose you to increased risks, including fraud, market manipulation, and inadequate operational safeguards.
- **Market Volatility:** Financial markets are subject to fluctuations that can be sudden and unpredictable. High volatility may lead to rapid changes in the price and liquidity of the instruments you are trading. Such volatility can adversely impact your ability to execute trades at desired prices and may result in unexpected losses.

6.3 Importance of Comprehensive Risk Awareness

We urge you to familiarize yourself with the extensive risk disclosures related to trading. A detailed understanding of the risks involved is essential for making informed decisions. You should review our comprehensive Risk Warning document, which outlines specific risks associated with each financial instrument we offer. This knowledge is crucial in helping you manage your trading activities effectively and responsibly.

6.4 Seeking Professional Financial Advice

If you are uncertain about the nature of these risks or how they apply to your unique financial situation, we strongly recommend seeking independent financial advice from a qualified professional. A financial

advisor can provide personalized guidance tailored to your individual risk profile, investment goals, and overall financial strategy.

6.5 Acknowledgment of Risks

By engaging with our services, you acknowledge that you understand the risks associated with trading in financial instruments. You accept full responsibility for your trading decisions and the associated outcomes. It is essential to continually reassess your financial situation and investment strategy, especially as market conditions change.

7. DEALING PROCEDURES

7.1 Transaction Execution and Cancellation

Once a Transaction has been executed in whole or in part, it becomes irrevocable, and you cannot cancel the Transaction to the extent that it has already been executed. This is essential to maintain the integrity of trading operations and ensures that once positions are taken, they remain in effect unless specific provisions allow for modification.

7.2 Limitation on Open Positions

We reserve the right to limit the number of open positions that you may maintain within your Account. Additionally, we retain sole discretion over whether to accept any Transaction intended to open a new position or to increase an existing one. This measure is in place to manage risk effectively and maintain operational integrity.

7.3 Electronic Trading Responsibilities

While we strive to facilitate seamless Electronic Trading, we are not obligated to accept, execute, or cancel any Transaction that you attempt to initiate through our Electronic Trading Services. Furthermore, we will not be held responsible for any inaccuracies or failures in the transmission of instructions. This includes delays, lags, or other issues stemming from poor internet connectivity, application failures, or device-related problems. You acknowledge and accept that these technical challenges may impact your ability to execute orders as intended.

7.4 Acknowledgment of Electronic Communication Risks

The Client recognizes the risks inherent in using various communication methods, such as postal services, telephone, facsimile, email, instant messaging, and Voice Over Internet Protocol (VoIP). Potential issues include, but are not limited to, transmission errors, interruptions, delays, technical defects, data corruption, and unauthorized interception. If you choose to transact via our electronic trading system, you accept the risk of potential system failures that may prevent orders from being executed according to your instructions. You authorize True Trade to accept instructions communicated through these means, acknowledging the associated risks.

7.5 Limitation of Liability

Except in cases of gross negligence, willful misconduct, or fraud, we shall not be liable for any losses incurred by you due to delays or errors in the transmission of orders through our systems or those operated on our behalf. Should you have any doubts regarding the validity of an order, including circumstances resulting from communication breakdowns, it is your responsibility to contact True Trade immediately for clarification.

7.6 Modification of Electronic Facilities

True Trade reserves the right to modify, upgrade, suspend, terminate, or discontinue any of its Electronic Trading Facilities or any part thereof without prior notice. This includes changes to functionality, specifications, availability, or content. You agree that we shall not be held liable for any alterations made to these facilities or their functionalities.

7.7 Exemption from Liability for System Failures

We shall not be held liable for any losses, damages, or delays arising from:

- (i) Failures or malfunctions in the performance of our systems or services, including issues related to electronic order entry, communication of market data, or related facilities.
- (ii) Failures or disruptions caused by third-party providers, including independent software vendors or liquidity providers.
- (iii) Errors or inaccuracies in any information provided by us or through our systems.
- (iv) Unauthorized access or misuse of our systems by any individual or entity.

7.8 Authority of Agents

We are not obligated to act on any instruction from an agent if we reasonably suspect that the agent exceeds their authority. If we have executed a Transaction based on such instructions prior to forming this belief, we reserve the right to either close the Transaction at the prevailing market price or treat it as void from the outset. We are not required to verify the authority of any agent representing you.

7.9 Legal Compliance

We are not required to open or close any Transaction if we reasonably believe doing so would violate any applicable laws or regulations. If we execute a Transaction before forming this belief, we reserve the right to close it at the current market price or treat it as void.

7.10 Resolution of Unspecified Situations

In cases where situations arise that are not explicitly addressed in these Terms or Contract Specifications, we will resolve such matters based on good faith and fairness. This resolution will be consistent with prevailing market practices and take into account our relationship with any hedging brokers we reserve the right to use.

7.11 Stock Borrowing Charges

If you initiate a Sell position on a particular Instrument, we reserve the right to pass any stock borrowing charges incurred onto you. If these charges are not paid, or if we are unable to continue borrowing that Instrument, we reserve the right to close your Transaction immediately, potentially resulting in a loss.

7.12 Handling Un-borrowable Shares

In instances where you open a Transaction on a share that becomes un-borrowable, we reserve the right to take the following actions at our discretion:

- 7.12.1 Increase your Margin requirements to mitigate potential risks.
- 7.12.2 Close the relevant Transaction at a Closing Level we reasonably determine to be appropriate.
- 7.12.3 Modify the Last Dealing Time for the relevant Transaction as necessary.

8. OPENING A TRANSACTION

8.1 Definition of Transactions

To initiate a Transaction, you must specify whether you are 'buying' or 'selling.' In these Terms, the actions are defined as follows:

8.1.1 Buying: A Transaction that is opened by 'buying' is referred to as a 'Buy.' This may also be described in our dealings as a 'long' position.

8.1.2 Selling: A Transaction that is opened by 'selling' is referred to as a 'Sell.' This may also be characterized as a 'short' position in our communications with you.

8.2 Specification of Transaction Size

Each Transaction you open must be for a specified number of shares, contracts, or other units that represent the underlying instrument. The minimum size for each Transaction will be outlined in the Contract Specifications or communicated to you upon request.

8.3 Binding Nature of Transactions

Once you open a Transaction, it becomes binding, regardless of whether you have exceeded any applicable credit or other limits. You are fully responsible for all obligations arising from each Transaction, and this includes potential consequences arising from exceeding limits set on your Account.

8.4 Commission Fees

When opening or closing a Transaction, you may be required to pay a Commission. This Commission can be calculated based on:

- A percentage of the value of the opening or closing Transaction (as applicable);
- An amount per equivalent instrument in the Underlying Market;
- Any other basis agreed upon in writing between you and the Company.

We will notify you in writing regarding our commission terms. If no specific commission terms are communicated, the standard commission rate published on our Website will apply. In the absence of a published rate, a default rate of 0.01% of the value of the opening or closing Transaction will be charged.

8.5 Payment of Fees

Unless otherwise agreed upon, all sums due upon opening a Transaction are payable when the Opening Level of the Transaction is determined by us. It is your responsibility to ensure that sufficient funds are available in your Account to cover all fees and charges associated with each Transaction at the time it is opened.

8.6 Provisions Related to Fees

All fees payable under this Section 8 and in accordance with this Agreement will be subject to the terms and provisions outlined in Clause 25. This clause outlines the obligations regarding payment, potential changes to fees, and any additional conditions that may apply to the payment of fees related to the services provided.

9. MULTIPLE TRANSACTIONS

9.1 Trading on the MT4 Platform

When trading on the MT4 platform, the following rules apply regarding simultaneous transactions for the same instrument:

9.1.1 Buy and Sell Transactions: If you enter a Buy Transaction and subsequently open a Sell Transaction for the same instrument while the Buy Transaction remains open, both transactions will coexist simultaneously within the trading system. Each transaction will carry its own relevant margin requirements, impacting the overall margin available in your account.

9.1.2 Sell and Buy Transactions: Conversely, if you open a Sell Transaction and later initiate a Buy Transaction for the same instrument while the Sell Transaction is still active, both transactions will again exist concurrently within the trading system, including applicable margin requirements.

9.2 Trading on the MT5 Platform

For Clients trading on the MT5 platform, the handling of Buy and Sell Transactions differs slightly and is more nuanced:

9.2.1 Opening a Sell Transaction after a Buy Transaction: If you have executed a Buy Transaction and then proceed to open a Sell Transaction for the same instrument, the following scenarios will apply:

- **If the size of the Sell Transaction is less than the size of the Buy Transaction:** We will treat your Sell offer as a partial closure of the existing Buy Transaction, limited to the size of the Sell Transaction.
- **If the size of the Sell Transaction matches the size of the Buy Transaction:** We will interpret the Sell offer as a complete closure of the Buy Transaction.
- **If the size of the Sell Transaction exceeds the size of the Buy Transaction:** In this case, we will close the Buy Transaction entirely and open a new Sell Transaction position equal to the excess amount of the Sell Transaction.

9.3 Opening a Buy Transaction after a Sell Transaction:

If you have an active Sell Transaction and subsequently open a Buy Transaction for the same instrument, we will handle it as follows, unless instructed otherwise:

9.3.1 Size Considerations for Buy Transactions:

- **If the size of the Buy Transaction is less than the size of the Sell Transaction:** We will consider your Buy offer as a partial closure of the Sell Transaction, limited to the size of the Buy Transaction.
- **If the size of the Buy Transaction equals the size of the Sell Transaction:** Your Buy offer will be treated as a complete closure of the Sell Transaction.
- **If the size of the Buy Transaction exceeds the size of the Sell Transaction:** We will close the Sell Transaction entirely and open a Buy Transaction that reflects the excess size.

9.4 Margin Implications

It is crucial to be aware that opening multiple transactions may affect your margin requirements significantly. The cumulative effect of multiple open positions could lead to margin calls if the total margin used approaches your account's margin capacity. You are encouraged to monitor your account balances and margin levels closely to manage your risk effectively.

9.5 Communication of Instructions

It is your responsibility to clearly communicate any specific instructions regarding the management of your Transactions. If you have a preference on how to handle multiple Transactions, please ensure that such instructions are conveyed explicitly to avoid any unintended outcomes.

10. CLOSING A TRANSACTION

10.1 Transaction Closure Mechanism

To successfully close a Transaction on either the MT4 or MT5 platform, you must enter into a second Transaction concerning the same Reference Asset as the initial Transaction. The following guidelines apply:

- **10.1.1 Buy to Close:** If your first Transaction was a Buy, you must execute a Sell Transaction to close it.
- **10.1.2 Sell to Close:** Conversely, if your first Transaction was a Sell, you must execute a Buy Transaction to close it.

10.2 Position Netting on MT5

When trading on the MT5 platform, your Transactions will be netted, meaning that your first and second Transactions will be consolidated, and the aggregate position will be displayed on your trading platform. This feature simplifies the management of your positions, allowing for a clearer overview of your trading activities.

10.3 Spread Variability

You acknowledge that spreads, including market spreads, can widen significantly due to market conditions. The spreads at the time of closing a Transaction may differ from those when the Transaction was opened, and there is no limit to how large the spread may become. You understand that when closing a Transaction:

- The spread may be larger or smaller than at the time the Transaction was initiated.
- If a market or underlying market is closed or unavailable, the bid and offer prices quoted will reflect our assessment of the market price at that time, determined at our reasonable discretion.

You agree not to use our bid and offer prices for purposes other than your own trading activities, and you will not distribute these prices to any third parties for any reason, whether commercial or otherwise.

10.4 Closing a Trade Upon Request

If you request us to close out a trade, we are under no obligation to do so. When we agree to close the trade, we will calculate the close-out value based on prevailing market conditions, which may include any associated costs. The resulting close-out value could be substantial, and it may be payable by you to us or vice versa, depending on the nature of the trade.

10.5 Company Rights to Close Transactions

In addition to the rights outlined in Clause 13 and Clause 4.4, we reserve the right to close any Transaction at our sole discretion and without prior notice under the following circumstances:

- **10.5.1 Sell Transactions:** If we encounter illiquidity in the relevant Reference Asset that prevents us from borrowing enough to settle any underlying hedge position related to the Transaction.
- **10.5.2 Return Requirements:** If a lender requires us to return any borrowed Reference Asset associated with a Transaction and we cannot maintain a hedge position.
- **10.5.3 Hedging Disruptions:** If we are unable to establish or maintain a hedge position or if any hedging disruption occurs, which, in our reasonable judgment, becomes increasingly burdensome.

10.6 Closing Transaction Procedures

For any Transaction closed by us:

- **10.6.1 Designation of Closing Date:** The Closing Date will be as designated by us, with a closing price determined at our discretion.
- **10.6.2 Settlement Obligations:** No additional payments or deliveries will be required after the Closing Date, except for those specified for settlement.
- **10.6.3 Immediate Payments:** All amounts owed by either party in connection with the Transaction are immediately due and payable.

10.7 Net Settlement of Obligations

All obligations arising from the closing of one or more Transactions will be settled through netting, whether by payment, setoff, or other means. The net amount determined to be owed by either party will be due immediately.

10.8 Dispute Resolution

In the event of any dispute concerning a Transaction, we retain the absolute discretion to cancel, terminate, reverse, or close out all or part of any position related to that Transaction.

10.9 Undated Transactions

Subject to these Terms and any requirements we reserve the right to specify regarding Linked Transactions:

- You may close an open Undated Transaction or any portion thereof at any time.

10.10 Closing Levels for Undated Transactions

When closing an Undated Transaction:

- **10.10.1 Closing a Buy Transaction:** If you are closing an Undated Buy Transaction, the Closing Level will be the lower figure then quoted by us.
- **10.10.2 Closing a Sell Transaction:** If you are closing an Undated Sell Transaction, the Closing Level will be the higher figure then quoted by us.

10.11 Expiry Transactions Management

Unless otherwise communicated, if you do not close an Expiry Transaction by the Last Dealing Time, we will close it as soon as we determine the price. The price will be calculated as follows:

- **10.11.1 Last Traded Price:** The last traded price at or prior to the close, or the applicable official closing quotation for the relevant Reference Asset, excluding errors and omissions.
- **10.11.2 Spread Application:** The price will be adjusted by the applicable Spread at the time of closure. Details of the Spread we apply can be obtained upon request.

10.12 Client Responsibility for Awareness

It is your responsibility to familiarize yourself with the Last Dealing Time and any applicable Spread for closing an Expiry Transaction. We accept no liability for any lack of awareness on your part regarding these details.

10.13 No Automatic Rollover

We do not automatically rollover Transactions at the end of their contract period. It is your duty to be aware of the next applicable contract period for your Transactions. Rollover requests are at our discretion, and we reserve the right to refuse to process such requests. If a rollover is affected, the original Transaction will be closed just before the Last Dealing Time, and a new Transaction will be initiated under our standard terms.

11. AGGREGATION OF ORDERS

11.1 Right to Aggregate Orders

We reserve the right to aggregate, or combine, the instructions we receive from our Clients for the purpose of executing Transactions. This aggregation process allows us to consolidate individual orders into a single order for execution, which can be beneficial in managing trading efficiencies and optimizing market impact.

11.2 Purpose of Aggregation

Aggregation may be employed when we reasonably believe that combining your instruction with those of other Clients serves the overall best interests of our Client base. By pooling multiple orders, we aim to enhance liquidity and minimize market volatility, which can lead to better execution prices for the collective group of Clients involved.

11.3 Potential Impacts of Aggregation

While aggregation can lead to favorable outcomes, it is important to understand that there may be occasions where combining orders results in you receiving a less favorable price than you might have

received had your order been executed independently. This situation may occur due to market conditions, order size, or timing of execution.

11.4 Acknowledgment of Risk

You acknowledge and agree that we shall not be held liable for any less favorable prices that may result from the aggregation of your instruction with those of other Clients. By instructing us to execute Transactions, you accept this risk inherent in the aggregation process and understand that it is a common practice in the trading industry aimed at optimizing overall execution quality.

11.5 Client's Responsibilities

It is your responsibility to assess the potential implications of order aggregation before placing your instructions. If you have specific preferences regarding the handling of your orders or if you wish to avoid aggregation, you must communicate these preferences to us explicitly prior to order placement.

11.6 Transparency in Execution

We are committed to providing transparency regarding our order aggregation practices. Upon request, we will provide you with information regarding how aggregation is handled and the potential effects on the execution of your orders.

11.7 Right to Refuse Aggregation

We reserve the right, at our sole discretion, to refuse to aggregate your orders if we believe that it is not in the best interest of our Clients or if such aggregation may result in adverse market impacts.

12. CONFIRMATIONS

12.1 Confirmation of Transactions

Upon the execution of a Transaction, we will promptly provide you with a confirmation detailing the specifics of that Transaction. This confirmation may be delivered in electronic format or made available through our Online Facility. In such cases, the electronic confirmation shall be treated as equivalent to a written hard copy, bearing the same legal effect.

12.2 Binding Nature of Confirmations

The content of our confirmations will be considered conclusive and binding on you, except in cases of material error. If you have any objections regarding the details of a confirmation, you must notify us in writing as soon as possible, and no later than one Business Day following the dispatch of the confirmation. Failure to notify us within this timeframe will result in the acceptance of the confirmation as accurate and final.

12.3 Error or Inaccuracy

Any errors or inaccuracies identified in the confirmation will not invalidate the underlying Transaction. The validity and enforceability of the Transaction remain intact despite any discrepancies in the confirmation details.

12.4 Dispute Resolution

In the event of any disputes regarding the accuracy of a confirmation, such matters shall be addressed according to the dispute resolution procedures outlined in clause 35 of this Agreement. This process will ensure that all disputes are handled fairly and in a timely manner.

12.5 Record Keeping

You are encouraged to maintain a record of all confirmations received from us, as they serve as essential documentation of your Transactions. In case of discrepancies or disputes, these records may be crucial for reference and resolution.

12.6 Client's Responsibility

It is your responsibility to review each confirmation upon receipt and to bring any inaccuracies or concerns to our attention within the specified timeframe. By doing so, you help ensure the integrity of your Transaction records and facilitate a smoother resolution process for any potential disputes.

13. HEDGING DISRUPTION

13.1 Definition of Hedging Disruption

In the event we determine that a hedging disruption has occurred or is likely to occur, this may include, but is not limited to, any actual or imminent delays, disruptions, suspensions, or reductions in payments or settlements related to any transaction or asset necessary for us to manage our Transaction price risk.

13.2 Liability for Increased Costs

Regardless of whether the hedging disruption results directly or indirectly from a failure of a hedging counterparty to fulfill its obligations, you will be liable for any increased costs or expenses incurred as a result of this disruption. This includes costs associated with unwinding, establishing, or reestablishing a hedge. We reserve the right to notify you of these costs and deduct them from your account or demand immediate payment. Failure to comply with this payment obligation within the specified timeframe will constitute an event of default, allowing us to take necessary actions under this Agreement.

14. MARKET SUSPENSION AND DELISTING

14.1 Calculation of Transaction Value During Suspension

If trading on a Market is suspended for any Reference Asset listed on that Market, we will calculate the value of your Transaction based on the last traded price before the suspension or a closing price that we reasonably determine if there are no trades for that Reference Asset during the Business Day the suspension occurs.

14.2 Agreement on Closing Date and Transaction Value

Should the suspension persist for five Business Days, we and you may negotiate in good faith to establish a Closing Date and determine the value of the Transaction. If no agreement is reached, the Transaction will remain open according to this clause until the suspension is lifted or the Transaction is otherwise closed. During the suspension of a Reference Asset, we retain the right to terminate the Transaction at our discretion and to adjust Margin requirements and Margin rates as deemed necessary.

14.3 Handling of Delisted Reference Assets

In cases where a Market announces that a Reference Asset has ceased or will cease to be listed, traded, or publicly quoted, and it is not immediately re-listed, re-traded, or re-quoted on the same Market or

a quotation system located in the same country (or within the European Union, any Member State), the date of such announcement shall be treated as the Closing Date. The closing price for such a Transaction will be determined and communicated to you by us.

15. PAYMENTS

15.1 Currency of Accounts

All accounts held by the Client will be denominated in US Dollars (USD). If any payments are made in a currency other than USD, those payments will be converted at the applicable conversion rates, with all conversion charges being the responsibility of the Client.

15.2 Conditions Precedent for Payments

On each Payment Date, you agree to make the specified payments due to us concerning one or more Transactions. However, this obligation is contingent upon the following conditions:

- **15.2.1** No Event of Default, as defined in Clause 24, is occurring or continuing with respect to either party.
- **15.2.2** No Early Termination Date has been designated or is in effect.

15.3 Automatic Payment Adjustments

On each Payment Date, if amounts are payable by both parties, each party's obligation will automatically adjust so that the party owing the larger amount will pay the excess to the other party. If the amounts are equal, no payment will be made by either party on that Payment Date.

15.4 Responsibility for Fees

You will be liable for all fees associated with electronic transfers, telegraphic transfers, or any other bank charges. Additionally, any fees or charges imposed by us, based on your selected payment method, will also be your responsibility. Payments will be considered received only when we have received clear funds.

15.5 Proper Identification of Payments

You are responsible for ensuring that all payments made to us are accurately identified. This includes providing the necessary account details and any other particulars we reserve the right to require for proper processing.

15.6 Withdrawal Requests

If you have a positive account balance, you may request a withdrawal of any amount. However, we reserve the right to, at our discretion, withhold, deduct, or refuse payment (in whole or in part) under the following circumstances:

- **(a)** You instruct us to pay funds to a third party.
- **(b)** You have open positions showing a loss.
- **(c)** Your account balance falls or is likely to fall below the minimum margin requirements necessary to hold your open positions.
- **(d)** You have actual or contingent liabilities to us or our associates.

15.7 Impact of Payment Delays

Delays in receiving funds due to the chosen payment method may affect the positions held in your account. We shall not be responsible for any losses arising from such delays. Payments will be deemed received when we have clear funds.

15.8 Tax Deductions and Withholdings

All payments made in connection with a Transaction shall be made without any deductions or withholdings for taxes unless required by applicable law. If we are required to deduct taxes, we shall:

- **15.8.1** Notify you promptly.
- **15.8.2** Pay the deducted amount to the relevant authorities immediately upon determining that withholding is required.
- **15.8.3** Provide you with official receipts or documentation evidencing such payment.
- **15.8.4** Pay you an additional amount necessary to ensure that you receive the full amount you would have received without the deduction.

15.9 Tax Responsibilities

All taxes incurred during any Transactions or services provided under these Terms will be borne by you.

16. MARGIN PAYMENTS

16.1 Margin Requirements

In order to facilitate transactions in options or contracts for difference, you may be required to provide margin payments. These are deposits made to cover any unrealized losses that may occur in relation to your investments. The obligation to provide margin is essential for risk management purposes.

16.2 Leverage and Margin Calculation

To enter into leveraged Transactions, you must deposit a specified amount as Margin, which typically represents a small percentage of the overall contract value. For example, with leverage of 100:1, a Margin of only 1% of the contract value is required. This leverage can amplify both potential gains and substantial losses, making it imperative for you to manage your risk effectively.

16.3 Timeliness and Currency of Margin Payments

You must satisfy Margin requirements in the specified currency and within the timeframe designated by us. If no specific timeframe is provided, Margin must be deposited immediately. Multiple Margin requests may be made, and it is your responsibility to monitor your account and ensure compliance. Margin calls are a courtesy and do not imply an obligation on our part to remind you.

16.4 Risk of Liquidation

You may lose your initial deposit and will be required to deposit additional Margin to maintain your open positions. Failure to meet Margin requirements will result in the liquidation of your positions, for which you will be held responsible for any resulting losses.

16.5 Acceptable Margin Forms

Margin may be provided in cash or other assets deemed acceptable by us at our discretion. We reserve the right to assess the suitability of all Margin forms.

16.6 Consequences of Failing to Provide Margin

If you do not provide the required Margin, we or any applicable exchange or clearing house may close your positions and exercise our rights under Clause 10. The failure to provide Margin may result in the closure of any or all your trading positions, which we can enact at any time.

Here's an expanded and improved version of Sections 17 to 21, focusing on "Settlement," "Set-Off," "Manifest Error," "Market Conduct," and "Improper Trading." This revision emphasizes clarity, responsibilities, and potential consequences for both the Company and the Client.

17. SETTLEMENT

17.1 Payment on Delivery Basis

Unless otherwise agreed in writing, all settlements of transactions will be conducted on a payment-on-delivery basis. You are responsible for delivering all required payments and documents necessary for settlement promptly, allowing us to complete the transaction efficiently.

17.2 Requirements for Settlement

If we do not hold the relevant documents or cleared funds necessary for settlement, we are not obligated to proceed with the transaction. In cases where either party fails to fulfill their payment obligations on time, the defaulting party will be liable to pay interest on the outstanding amount at the overdraft rate of the correspondent bank where the default occurred.

17.3 Covering Liabilities

We reserve the right to purchase investments to cover your obligations for delivering investments to us. Any losses incurred as a result may be debited from your accounts. In the event of a dispute regarding any transaction, we reserve the right to, at our discretion, cancel, terminate, reverse, or close out part or all of the positions arising from that transaction.

18. SET-OFF

18.1 Right to Set-Off

We retain the right to set-off any liabilities we owe to you against any liabilities you owe to us or any Group Company. This applies to all liabilities, whether present or future, liquidated or unliquidated, and regardless of currency.

18.2 Currency Conversion for Set-Off

If the liabilities involved are expressed in different currencies, we reserve the right to convert the amounts using a reasonable exchange rate determined at our discretion. The exercise of our set-off rights does not limit any other rights or remedies available to us under these Terms or applicable law.

19. MANIFEST ERROR

19.1 Rights Concerning Manifest Errors

We reserve the right to void from the outset or amend the terms of any transaction that contains or is based on a Manifest Error without requiring your consent. If we choose to amend the terms, the revised level will reflect what we reasonably believe would have been fair at the time the transaction

was executed. In determining whether a Manifest Error has occurred, we will consider relevant factors, including market conditions and the clarity of information sources.

19.2 Limitation of Liability

In the absence of fraud, willful default, or negligence on our part, we will not be liable for any losses or claims resulting from a Manifest Error. This includes errors made by any third-party information sources that we rely upon.

19.3 Repayment Obligations

If a Manifest Error occurs and you have received any funds from us in relation to that error, you agree to promptly repay those funds to us upon our request.

20. MARKET CONDUCT

20.1 Compliance Actions

In fulfilling our services, we reserve the right to take any necessary actions to ensure compliance with applicable Market Rules, Money Laundering Requirements, and all relevant laws and regulations. This includes the authority to sell or close any open transactions that you may have.

20.2 Reporting to Authorities

We may report any transaction executed by you or on your behalf to the relevant regulatory authorities as required by Market Rules.

20.3 Hedging Activities

We may hedge our liability to you by opening similar positions with other institutions or in the Underlying Market. This hedging could potentially distort the Underlying Market for that Instrument and may create a risk of market abuse. This provision is intended to mitigate such risks.

20.4 Client Responsibilities

You represent that you possess adequate knowledge of laws related to market abuse, short selling, and insider dealing. You and any Authorized Users shall not submit orders that violate such laws. We reserve the right to monitor trading activity and practices rigorously, and we reserve the right to void or amend the terms of any transaction suspected of involving abusive practices without prior notice.

21. IMPROPER TRADING

21.1 Liability Exclusions

We do not guarantee the performance or reliability of our online trading platforms (MT4/MT5) and exclude all liability for:

- **(i)** Any direct or indirect losses resulting from delays or system failures during your use of our trading platform.
- **(ii)** Any losses caused by improper, unlawful, or unfair trading activities, as determined by us.
- **(iii)** Any losses stemming from your failure to use the most current version of our trading platform.

21.2 Investigating Suspicious Activity

If we suspect that you or others are engaged in improper trading activities, we reserve the right to immediately suspend your trading account(s) for investigation.

21.3 Latency Trading Risks

Latency trading is defined by high volumes of transactions that are opened and closed within unusually short timeframes. If we believe you are exploiting latency unfairly, we reserve the right to void all relevant trades and refund only the net deposits made to your account after any prior withdrawals, potentially closing your account.

22. EXPERT ADVISORS

22.1 Use of Expert Advisors

You may choose to trade using an Expert Advisor on our online trading platform (MT4/MT5). An Expert Advisor is a robotic algorithmic trading system that automates trading on your behalf. While this option may provide certain efficiencies, trading with an Expert Advisor carries inherent risks due to its automated nature. We do not endorse or promote the use of Expert Advisors as a standard practice.

22.2 Liability Exclusion

To the fullest extent permitted under Malaysian law, we disclaim all liability for any direct or indirect losses or damages incurred by you as a result of:

- **(i)** Your use of an Expert Advisor; or
- **(ii)** Any faults, omissions, negligence, or failures attributable to the Expert Advisor itself.

23. SYSTEM MAINTENANCE

23.1 Maintenance Schedule

We will periodically conduct necessary system maintenance on our online trading platform. While we will make efforts to schedule this maintenance during non-trading hours, we reserve the right to perform maintenance at any time at our sole discretion.

23.2 Liability for Maintenance

If system maintenance occurs during market hours, we will notify you; however, we will not be liable for any direct or indirect losses or damages incurred by you as a result of such maintenance or any suspension of the online trading platform.

24. EVENTS OF DEFAULT

24.1 Definition of Default

The occurrence of any of the following regarding either party (“Defaulting Party”) shall constitute an Event of Default:

- **(24.1.1)** Failure to make any payment due under the Transaction or these Terms, not remedied within three Business Days after receiving notice.
- **(24.1.2)** Default of any other obligation under these Terms, not remedied within 30 days after notice.

- **(24.1.3)** Any representation or warranty made by you or your Credit Support Provider is incorrect or misleading.
- **(24.1.4)** Insolvency-related events concerning your Credit Support Provider, such as dissolution, inability to pay debts, or any legal proceedings affecting its ability to operate.

24.2 Additional Defaults

The occurrence of the following shall also be an Event of Default:

- **(24.2.1)** Failure to pay any sums due from you or your Credit Support Provider.
- **(24.2.2)** Default under any existing or future transactions, including various financial instruments such as swaps and options.

25. OUR FEES AND CHARGES

25.1 Notification of Fees

We will notify you of our fees and charges in writing from time to time. You are responsible for all charges and expenses incurred under these Terms, including applicable taxes and duties.

25.2 Daily Financing Fee

If you have an Open Position at the daily close of business, we will charge you a Daily Financing Fee. The method of calculating this fee is detailed in the Contract Specifications, and we reserve the right to modify this calculation method.

25.3 Sharing of Fees

We may share fees and charges with a Group Company or third party. We will provide details of shared fees and charges upon your request.

25.4 Third-Party Fees

You acknowledge that we reserve the right to receive fees, commissions, or non-monetary benefits from third parties in connection with our services. Upon request, we reserve the right to provide details of any such fees related to your transactions.

26. INACTIVITY FEE

26.1 Definition of Inactivity

If there is no activity on your account for 180 calendar days or more (the "qualifying charging period"), your account will be deemed inactive.

26.2 Criteria for Activity

Activity includes placing or closing a trade or maintaining an open position.

26.3 Inactivity Fee

In such cases, a monthly inactivity fee may be applied to your account in accordance with the designated currency. We will notify you in advance if such a fee becomes applicable.

27. OUR AUTHORITY AND OUR DUTIES

27.1 No Obligation to Enter Transactions

These Terms do not obligate us to enter into any transactions with you or accept any instructions. We may act upon instructions we believe to be genuine without further inquiry.

27.2 Principal Transactions

In the normal course of business, we will deal with you as a principal and may provide two-way price quotes. As a Retail Client, you may rely on us for bid and offer prices that reflect the best available rates for retail investors consistently.

27.3 Order Execution Policy

Your transactions will be managed according to our Order Execution Policy. While we strive for competitive pricing, we cannot guarantee that the displayed bid and offer prices always reflect the best market prices for retail investors.

27.4 Use of Agents

We may employ agents or contractors as deemed necessary to fulfill our obligations under these Terms.

27.5 Information Accuracy

We provide information related to transactions based on our best knowledge. However, we do not guarantee the completeness or accuracy of this information. Such information does not guarantee expected outcomes.

27.6 Awareness of Market Conditions

You should be aware that market conditions may change between the time we provide information and when you engage with us to enter a trade.

28. EXCLUSION OF LIABILITY/INDEMNITIES

28.1 Liability Exclusions

Nothing in these Terms shall exclude or restrict our liability under Applicable Law and Regulations. Except in cases of gross negligence, willful default, or fraud, we and our affiliates shall not be liable for any losses resulting from acts or omissions in relation to these Terms or third-party dealings.

28.2 Cooperation in Legal Matters

In the event of legal action involving you and us or a third party concerning any transaction, you agree to cooperate fully in the prosecution or defense of such action. You shall indemnify us for any losses incurred, except where these arise from gross negligence or willful misconduct on our part.

29. YOUR AUTHORITY AND YOUR OBLIGATIONS

29.1 Representations and Warranties

By agreeing to these Terms, you represent and warrant that:

- **(29.1.1)** If you are an entity, you have the authority to enter into this Agreement and perform your obligations.

- **(29.1.2)** If you are an individual, you have the capacity to enter into transactions and exercise your rights. The minimum trading age is 18.
- **(29.1.3)** Your obligations under these Terms are legal and valid.
- **(29.1.4)** Payments made by you will be free of tax deductions unless required by law.
- **(29.1.5)** All information provided to us is accurate and complete.
- **(29.1.6)** You are not relying on our advice regarding the fiscal consequences of transactions.
- **(29.1.7)** You are acting for your own account and have made independent decisions based on your judgment.
- **(29.1.8)** You can assess the risks associated with transactions.
- **(29.1.9)** You enter into transactions as principal and not as an agent.
- **(29.1.10)** You are aware of all applicable regulations regarding electronic trading services.

29.2 Tax Responsibilities

You are responsible for all taxes related to your dealings with us. If we provide information regarding tax treatment, you understand that such information is not tax advice and should not be relied upon as such.

30. AUTHORIZED THIRD PARTY

30.1 Authorization of Third Parties

We recognize that you may need to authorize someone to manage your account. You do so at your own risk, and both you and the individual you wish to authorize must submit a signed form, akin to a Power of Attorney, to appoint the Authorized Third Party to operate your account.

30.2 Liability for Authorized Third Party Actions

You are fully responsible for any acts or omissions of the Authorized Third Party. We may rely on any instructions provided by the Authorized Third Party on your behalf. We are not responsible for monitoring or overseeing the activities of the Authorized Third Party.

30.3 Identification Requirements

If you have opened your account electronically and we do not possess an original signature, you must provide an identity document, such as a copy of your passport or driving license, to appoint an Authorized Third Party.

31. CLIENT MONEY

31.1 Definition of Client Money

Any funds received by us on your behalf will be treated as Client Money and held in trust.

31.2 Handling of Client Money

Unless you notify us otherwise, we will promptly deposit any Client Money received into our designated Client Money bank accounts. These accounts will be kept separate from our operational

funds. Interest will not be accrued on the funds held in the Client Money accounts, and by entering into this Agreement, you waive any entitlement to such interest.

31.3 Selection of Financial Institutions

We will exercise due skill, care, and diligence in selecting third-party banks and brokers. We will periodically review the adequacy and appropriateness of these financial institutions. However, we will not be liable for any acts, omissions, or defaults (including insolvency or similar events) by these third parties resulting in a shortfall or loss of your funds.

31.4 Pooled Accounts

Client Money accounts will be pooled, holding funds related to multiple Clients. Claims to funds held in these pooled accounts will be proportionate to the respective amounts deposited.

31.5 Use of Client Funds

We do not utilize corporate funds for hedging and do not send Client Money to hedging counterparties or use it as working capital. Client funds are transferred to our liquidity providers solely to facilitate transactions as outlined in this Agreement.

31.6 Joint Accounts

For joint accounts, we will ensure that all withdrawals are returned to the originating source. Profit payments or withdrawals may be made to any party on the joint account, provided appropriate approval has been obtained from the other party, and our due diligence verification checks are satisfied.

31.7 Release of Unclaimed Client Money

You consent to us releasing any unclaimed Client Money balances from Client Money bank accounts where:

- (31.7.1) Permitted by law and consistent with Client Money holding arrangements.
- **(31.7.2)** We determine that there has been no activity on your balance for six years.
- **(31.7.3)** We have taken reasonable steps to trace you and return the balance.
- (31.7.4) We maintain records of all balances released from Client Money accounts.

32. OVERNIGHT FINANCING AND ROLLOVER

32.1 Overview of Rollover Transactions

Rolling Daily Transactions and Undated Contracts for CFDs are available across various Markets and Underlying Markets, each with its own conditions and spreads, which may vary at our discretion. Such contracts will automatically roll into the next trading session.

32.2 Daily Financing Fees

A Daily Financing Fee debit or credit will be applied to your account if you hold a Transaction open from one trading session to the next.

33. CONFLICTS OF INTEREST

33.1 Identification of Conflicts

When dealing with you, we, a Group Company, or an associated person may have an interest, relationship, or arrangement that could create a conflict of interest concerning the investment, transaction, or service involved. Such conflicts can arise when we have a financial incentive to act in a manner that benefits us or our Group Companies.

33.2 Management of Conflicts

In line with our regulatory obligations, we strive to manage any conflicts between our interests and those of our Clients. Our conflicts policy is communicated to all relevant employees and provides guidelines for effectively managing such conflicts. We are committed to maintaining independence from our interests when transacting on your behalf.

33.3 Refusal to Enter Transactions

In some circumstances, appropriate management of conflicts may require us to decline to enter into Transactions with you. In such cases, you acknowledge that we shall not be liable for any losses or damages resulting from our decision to refuse your Transaction pursuant to this provision.

34. COMPLAINTS

34.1 Complaints Policy

We maintain a written Complaints Policy to ensure that any complaints regarding our services are addressed fairly and promptly. This policy adheres to the dispute resolution scheme of which we are a member.

34.2 Process for Filing Complaints

If you have a complaint about our services, please direct it to our Client services department or Compliance Department by emailing compliance@ttprofx.com. We will investigate the nature of your complaint in an effort to resolve it satisfactorily.

35. AMENDMENTS

35.1 Right to Amend Terms

We reserve the right to amend any part of these Terms by providing you with reasonable advance written notice via post, email, or through the Online Facility. If circumstances warrant immediate changes (e.g., due to a sudden shift in commercial terms with liquidity providers or regulatory changes), we reserve the right to enact such amendments with immediate effect.

35.2 Effective Date of Amendments

Any amendments will take effect on the date specified in the notice. Amendments requested by you must be agreed upon through a formal amendment agreement. Unless explicitly stated otherwise, amendments will not affect any outstanding Transactions or existing legal rights or obligations. If you do not wish to accept any amendments, you may close any open Transactions and your account as per these Terms.

36. TERMINATION

36.1 Termination Rights

Subject to Clause 37.2, you may terminate this Agreement by providing written notice at any time. We may terminate these Terms by giving you at least thirty (30) days' written notice, unless urgent circumstances necessitate a shorter notice period.

36.2 Immediate Termination

We may terminate this Agreement immediately and without notice if:

- **(36.2.1)** You admit your inability to pay debts, enter into arrangements with creditors, or, in the case of corporate entities, have a winding-up petition filed against you or similar proceedings initiated.
- **(36.2.2)** You are in material breach of obligations under these Terms or any applicable regulations.
- **(36.2.3)** A Force Majeure Event occurs.

36.3 Rights Post-Termination

Termination will not affect any existing legal or equitable rights or obligations.

37. PAYMENTS ON TERMINATION

37.1 Close-out Amount Calculation

As the Calculation Agent, we will reasonably determine an amount (the "Close-out Amount") payable by or to the non-Affected Party, which will preserve the economic equivalent of payments due under the Transaction that would have occurred but for the Early Termination Date.

37.2 Termination Payment

A Termination Payment will be calculated as the Close-out Amount plus any outstanding amounts due as of the Early Termination Date. The payment will be expressed as positive or negative, indicating whether the Affected Party or the non-Affected Party owes the other.

37.3 Payment Obligations

If the Termination Payment is positive, the Affected Party must pay it to the non-Affected Party. If negative, the opposite applies.

37.4 Right to Set-off

The non-Affected Party may reduce the Termination Payment by offsetting it against any amounts payable under any other agreements between the parties.

37.5 Liquidated Damages

The parties agree that any amount recoverable under this clause represents a reasonable pre-estimate of loss, characterized as liquidated ascertained damages, rather than a penalty.

37.6 Consideration for Close-out Amount

In calculating the Close-out Amount, the Calculation Agent may consider:

- **(37.6.1)** Quotations for replacement Transactions supplied by third parties, reflecting market conditions.
- **(37.6.2)** Relevant market data provided by third parties.
- **(37.6.3)** Internal data similar to that used in normal business operations for transaction valuation.

38. PERSONAL DATA PROTECTION ACT (PDPA)

38.1 Compliance with PDPA

We will adhere to the Personal Data Protection Act 2010 (PDPA) in fulfilling our obligations under these Terms and will comply with any requests made by you that are necessary for compliance with the PDPA.

38.2 Use of Personal Data

We will use your personal and sensitive data solely to provide services outlined in this Agreement, assess our risks, and enforce our rights under these Terms. This may involve sharing your data with third-party service providers or agents while ensuring confidentiality.

38.3 Data Transfers

Your personal data may be transferred outside Malaysia to jurisdictions with varying standards of data privacy. We will take appropriate measures to protect your data in such cases. Our full privacy commitment is available on our website.

38.4 Identity Verification

We may conduct searches through credit and identity-referencing agencies to verify your identity and credit rating, maintaining a record of this process for future reference.

38.5 Marketing Communications

We may communicate with you regarding other services offered by us or our Group Companies through various means, including telephone or email, without requiring an express invitation.

38.6 Definition of Your Information

For the purposes of this clause, "your information" includes transaction-related data.

38.7 Access to Personal Data

To request a copy of the personal data we hold about you, please contact us at the address provided for notices and correspondence in Clause 1.1.

39. MONITORING AND RECORDING

Emails and telephone conversations with you may be monitored and recorded. These recordings will remain our property and may be used as evidence in case of disputes.

40. COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS)

40.1 Communication Standards

Unless otherwise agreed or required by applicable regulations, all communications and document exchanges will occur within Malaysia.

40.2 Communication Methods

We may use post, telephone, email, or the Online Facility to communicate with you regarding services or other related purposes.

40.3 Notice Requirements

Notices or communications must be in writing and delivered personally, sent via pre-paid registered post, or communicated through fax or email to the designated contact specified in this Agreement.

40.4 Receipt of Communications

Notices will be considered received as follows:

- **(40.4.1)** Delivered personally, when left at the specified address.
- **(40.4.2)** Sent via registered post, at 9 AM (GMT+8) on the third Business Day after posting for Malaysian addresses.
- **(40.4.3)** Delivered by commercial courier, upon receipt.
- **(40.4.4)** Sent by fax or email, at the time of transmission unless an error message is received.
- **(40.4.5)** Uploaded on the Online Facility, once available to you.

40.5 Legal Notices

For the service of legal proceedings or documents, statutory provisions in the relevant jurisdiction will prevail.

41. INTELLECTUAL PROPERTY

41.1 Ownership of Intellectual Property

All intellectual property rights related to the Online Facility, advertising materials, and any information or materials provided under this Agreement will remain our property or that of third parties. You may not distribute, reproduce, or sell any of these materials without our explicit written consent.

42. THIRD PARTIES' RIGHTS

42.1 Enforcement Rights

The provisions of this Agreement shall not be enforceable by any party not privy to it, except for our Group Companies. This does not affect the rights of third parties acting on the authority of our employees, agents, or servants.

42.2 Cancellation of Instructions

We may cancel any instructions previously given by you if they have not been acted upon.

42.3 Cancellation of Executed Transactions

If a transaction has been partially or fully executed, it cannot be cancelled to the extent that execution has occurred.

43. WEBSITE

43.1 Accuracy of Website Information

We have taken reasonable measures to ensure the accuracy of the information available on our website. However, the content may be subject to change at any time without prior notice, at our discretion.

44. SEVERABILITY

If any provision of this Agreement is found to be illegal, void, voidable, prohibited, or unenforceable, it will not invalidate the remaining provisions, which will continue to be in effect.

45. FORCE MAJEURE

We will not be held liable for any losses, damages, costs, or expenses incurred by you or any party claiming through you due to any Force Majeure Event.

46. GOVERNING LAW AND JURISDICTION

This Agreement and all transactional relationships between you (the Client) and the Company are governed by the laws of the Labuan Financial Services Authority (LFSA). Any disputes that may arise between the Client and the Company shall be settled by the competent court, which shall be the District Court of the LFSA. Both parties agree to submit to the jurisdiction of the courts of the LFSA for the resolution of any disputes arising under this Agreement.

SCHEDULE 2: DEFINITIONS

Applicable Law: The laws, orders, legally binding guidelines, directives, and regulations of Malaysia, including but not limited to the Labuan Companies Act 1990 [Act 441], the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 [Act 613], and the Labuan Financial Services and Securities Act 2010 [Act 704], as well as any related laws and regulations.

Applicable Regulation: For the purposes of these Terms, applicable regulations include the rules of any relevant regulatory authority or exchange, along with any applicable laws and regulations in force from time to time. In the event of a conflict between these Terms and the Applicable Regulations, the latter shall take precedence.

Business Day: A day (other than Saturday and Sunday) when Labuan banks (as defined in Act 704) are generally open for business in Malaysia.

Calculation Agent: True Trade Pro, LTD (Company Number: LL18002).

Client Money: Funds in any currency belonging to you that we receive or hold for you, or on your behalf, while providing the Services, which we treat as Client money held in trust in a designated bank account.

Closing Date: The date on which the close-out of an open Transaction becomes effective.

Closing Level: The level at which a Transaction is closed.

Complaints Policy: Our complaints policy, which is periodically updated and can be found on our website for Client use.

Contract Specifications: Details available in the trading platform, subject to amendments from time to time.

Credit Support Provider: A party providing credit support in relation to the obligations of the counterparty.

Daily Financing Fee: The charge applied daily to the Open Position, with details outlined in the Contract Specifications.

Electronic Trading Services: Any electronic services (along with related software), including trading, direct market access, order routing, or information services that we provide or make available to you, either directly or through a third-party service provider, for viewing information and/or entering Transactions.

Expiry Transaction: A Transaction with a set contract period that automatically expires at the end of that period.

Force Majeure Event: An event beyond the reasonable control of the affected party or its suppliers and contractors, including but not limited to Market Disruptions, government actions, war, acts of terrorism, natural disasters, and system malfunctions.

Financial Instrument: Options and contracts for difference in foreign exchange offered for trading by us or our Group Company under this agreement.

Group: In relation to True Trade Pro, LTD (Company Number: LL18002), it includes that Company, any subsidiary, or any holding Company, as well as any subsidiaries of such holding Company.

Group Company: Any member or affiliate of a Company's Group.

Last Dealing Time: The final day and time before which a Transaction can be executed, as specified in the customer account application or otherwise communicated to you.

Linked Transaction: Two or more Transactions for which we agree not to call for or apply the full Margin due to their relationship.

Manifest Error / Manifestly Erroneous: A clear or obvious misquote by us based on a relied-upon price source, considering current market conditions at the time a Transaction is entered, as determined by us.

Margin: A deposit of funds or collateral acceptable to us to secure your liability for potential losses from a Transaction, or additional security required due to adverse price movements.

Market: Any regulated market with established trading rules and hours, including any relevant exchange.

Market Disruption: Circumstances where we reasonably believe the relevant market or exchange relating to a Transaction is suspended, closed, materially impaired, or unreliable.

Market Rules: The rules, regulations, customs, and practices from time to time governing the conclusion, execution, or settlement of a Transaction or any matching contract with a counterparty.

Market Spread: The difference between the bid and offer prices for a Transaction of equivalent size in an instrument or related instrument in the Underlying Market.

Money Laundering Requirements: All applicable anti-money laundering laws and regulations to which True Trade Pro, LTD (Company Number: LL18002), its Group Companies, and you are subject, including the Anti-Money Laundering, Anti-Terrorism Financing, and Proceeds of Unlawful Activities Act 2001 [Act 613].

Normal Market Size: The maximum number of stocks, shares, contracts, or units that we believe the Underlying Market can accommodate at that time.

Online Facility: Our website, online trading platform, and account review facility.

Open Position: A Transaction that has not been fully closed under this Agreement.

Order Execution Policy: The policy available on the Website for Clients' information.

Payment Date: The date on which you are to settle the amount due to us under a Transaction, in the currency and to the account specified by us in advance.

Reference Asset: Any property, index, or other factor designated in a CFD or Margin transaction that determines profit or loss.

Risk Warning: The risk warning provided on the Website.

Rolling Daily Transaction: A Transaction that does not automatically expire at the end of the Business Day but rolls over into the next trading session.

Spread: The difference between the lower and higher figures of a quoted two-way price for an investment.

Termination Payment: An amount payable by you to us in accordance with clause 37.

Transaction: Any transaction in options, futures, and contracts for difference in foreign exchange, precious metals, or other financial instruments entered between you and us.

Undated Transaction: A Transaction with an indefinite contract period that does not automatically expire.

Undated Buy Transaction: A buy Transaction with an indefinite contract period.

Undated Sell Transaction: A sell Transaction with an indefinite contract period.

Underlying Market: The exchange or similar body where an instrument is traded.

Website: Any of our website(s) that provide Electronic Trading Services to you and other Clients through designated internet addresses.

IMPORTANT - PLEASE READ

You are required to read, understand, and accept all terms and conditions outlined in this Agreement, including those explicitly stated below and those referenced herein, before becoming a Client of True Trade Pro, LTD.

If you have any objections to these terms or any part thereof, or if you do not agree to be bound by them, please refrain from accessing or using our online trading facility. By using True Trade Pro's trading platform, you confirm your acceptance of all terms and conditions presented in this document.

Please note that any analysis, opinion, commentary, or research material available on our website is intended solely for informational and educational purposes. It is not an offer, recommendation, or solicitation to buy or sell. Any indication of past or simulated performance included in our materials is not a reliable indicator of future results. You are solely responsible for any business or investments conducted through True Trade Pro, LTD. We recommend that you seek independent advice regarding your suitability to engage in speculative trading and your capacity to assume the associated risks.

The information provided on this site is not intended for residents of the following countries: **Afghanistan, the Balkans, Belarus, Burma (Myanmar), Cuba, Democratic Republic of Congo, Eritrea, Iran, Iraq, Libya, Mali, Nicaragua, North Korea (DPRK), Russia, Somalia, South Sudan, Sudan, Syria, Ukraine (Crimea region), Venezuela, Yemen, and Zimbabwe.** Additionally, this site is not intended for individuals associated with **Al-Qaeda, ISIL (Islamic State of Iraq and the Levant, or Da'esh), and the Taliban.**

Please be aware that telephone calls and online chat conversations may be recorded and monitored. The tax treatment of our services may vary based on individual Client circumstances and the applicable jurisdiction. Tax laws are subject to change and can differ by jurisdiction.