

1. Introduction

1.1 Acetop Global Markets Limited (hereinafter referred to as ‘Acetop’, the ‘Firm’ or the ‘Company’) is incorporated (Certificate of Incorporation No. 201178B) in The Commonwealth of The Bahamas. Acetop is authorized and regulated by the Securities Commission of The Bahamas (license No. SIA-F198).

Whereas:

1. Client desires to open a transaction account with Acetop, and has already asked Acetop to open and maintain its transaction account in Acetop for the aforesaid purpose and execute the transaction instructions of Client.

2. Acetop agrees to permit Client to open a transaction account pursuant to the following terms and conditions, from time to time as required by Client and in the absolute discretion of Acetop, and maintain Client’s account according to the specific or designated account name, account number or by other means. Acetop agrees to execute all instructions issued by Client for conducting CFD transactions pursuant to the following terms and conditions set forth in this Agreement.

2. Acknowledgement

2.1 This is the standard Client Agreement which the Company intends to rely on. The client acknowledges that he/she has read, understood and accepted the Client Agreement including the Annex A (‘Risk Disclosure Notice’).

By entering into this Agreement, the client accepts all of Acetop’s Terms and Conditions, the Client Categorisation Notice, the terms of the Order Execution Policy and Conflicts of Interest Policy, as well as any information (legal or otherwise) posted on the Firm's website, as may be amended by Acetop from time to time.

2.2 By accepting the Client Agreement the client enters into a binding legal agreement with the Firm.

2.3 This agreement shall be governed by and construed in accordance with the laws of Bahamas. The Chinese version shall always prevail in case of any discrepancy or inconsistency between the Chinese and English version.

3. Scope of Client Agreement

3.1 The Client Agreement forms the basis on which Acetop provides investment and services to the client.

3.2 The Client Agreement is non-negotiable and overrides any other agreements, arrangements, express or implied statements made by Acetop unless the Firm, in its sole discretion, determines otherwise.

3.3 Laws and regulations of The Bahamas does not require the Client Agreement to be signed by either the client or the Firm in order for both the client and the Firm to be legally bound by it.

4. Commencement of the Client Agreement

4.1 The Client Agreement shall commence once the prospective client receives an e-mail or message that contains his/her personal trading account number and other information.

5. Interpretation of Terms

5.1 Unless indicated to the contrary, the defined terms included in the Client Agreement shall have a specific meaning and may be used in the singular or plural as appropriate. In this Agreement, paragraph headings are added for the convenience of reference only and shall not limit or affect the applications and meanings of provisions in paragraph form. Unless otherwise defined the terms used in this Client Agreement shall have the same meaning given under SCB Rules and Regulations.

Balance - shall mean the funds available in a trading account that may be used for trading financial instruments.

Balance Currency - shall mean the currency that the trading account is denominated in. It should be noted that all charges including spreads, commissions and swaps, are calculated in that currency.

Business Day - shall mean a day on which the Firm is open for business.

Client - shall mean either the natural or legal person who received the e-mail referred to in clause 4.1, above.

Client Agreement - shall mean this agreement including the Terms and Conditions, Order Execution Policy, Client Categorisation Notice and Conflicts of Interest Policy, as well as any information (legal or otherwise) published on the Firm's website, as may be amended by Acetop from time to time.

Client Money - shall mean money that is paid into Acetop pursuant to the SCB's rules and is held for the Client. It is calculated as money deposited by the Client in his/her Trading Account, plus/minus any unrealised or realised profit/loss, plus/minus any amount that is due by the Client to the Firm and vice versa.

Closed Position - shall mean the opposite of an open position.

Contract for Difference (CFD) - shall mean a CFD on: spot foreign exchange ('FX'), shares, indices, spot metals, futures or any other CFD related instrument that is available for trading through the Acetop trading platform(s). A full list of the financial instruments is available online at the Company's official website.

Equity - shall mean the balance plus/minus any profit/loss that derives from any open positions.

Free Margin - shall mean funds that are available for opening a position. It is calculated as:
$$\text{Free Margin} = \text{Equity} - \text{Margin}$$

SCB - shall mean the Securities Commission of The Bahamas and the legislative framework from which it operates, its Rules and Regulations.

Law - shall mean any applicable statutes, laws, regulations, rules and codes of practice, whether in the Bahamas or elsewhere.

Margin - shall mean the required funds available in a trading account for the purposes of maintaining an open position.

Margin Level - shall mean the Equity to Margin ratio calculated as: $\text{Margin Level} = \text{Equity} / \text{Margin}$

Matched Principal Broker - A matched principal broker means an investment firm with permission to deal in investments as principal with respect to investments that are designated investments, by interposing itself between the buyer and the seller to the transaction in such way that both sides are executed simultaneously, and ensures it deals as principal only to fulfil customer orders.

Open Position - shall mean any position that has not been closed. For example, an open long position not covered by the opposite short position and vice versa.

Over-the-Counter (OTC) - shall mean the execution venue for any financial instruments whose trading is governed by the relevant Terms and Conditions of Business for the trading platforms.

Prospective Client - shall mean either a natural or legal person who completed the application form that can be found under the 'Acetop Trading Account Opening' section, available online at the Company's official website.

Trading Account - shall mean the account, which has a unique number, maintained by a client for the purposes of trading financial instruments through the Acetop trading platform(s).

Terms and Conditions - shall mean the 'Acetop Terms and Conditions of Business' governing the actions that relate to the execution of the client's orders; available online at the Company's official website.

Value Date - shall mean the delivery date of funds.

6. Provision of Services

6.1 Acetop is authorised by the SCB to act as Principle. Details of our authorised designated investment business and services can be found on the SCB register.

6.2 Acetop offers, on an execution-only basis, a number of financial instruments to the client the contract specifications of which are available online at the Company's official website.

6.3 The trading conditions and execution rules of the financial instruments on offer by the Firm can be found online at the Company's official website at any given time. Acetop operates

on an execution only mandate and unless agreed otherwise is under no obligation to monitor or advise the client on the suitability of their trading decision, therefore, the Firm may execute an instruction received by the client even if such transaction is not suitable for the client.

Upon notice to the client, Acetop reserves the right to amend, from time to time, both the trading conditions and execution rules. Even if the Firm amends any part of the trading conditions and/or execution rules the client continues to be bound by the Client Agreement, including but not limited to any amendments that have been implemented.

6.4 Under no circumstances, Acetop shall provide investment advice or recommendation to the client or state an opinion in relation to a transaction. The client understands that if necessary, independent advice should be sought in relation to trading financial instruments, including but not limited to trading specific financial instruments, investment strategies pursued, charges and tax implications.

6.5 Acetop, from time to time and as often as it deems appropriate, may issue material ('the Information Material'), which contains information including but not limited to the conditions of the financial market, published via its website and other media. It should be noted the Information Material is considered to be marketing communication only and does not contain, and should not be construed as containing investment advice or an investment recommendation or, an offer of or solicitation for any transactions in financial instruments. Acetop makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor any loss arising from any investment based on a statement, forecast or other information supplied by any employee of Acetop, a third party or otherwise. All expressions of opinion included in the Information Material are subject to change without notice. Any opinions made may be personal to the author and may not reflect the opinions of Acetop.

6.6 The client understands that no physical delivery of a CFD's underlying instrument (or reference instrument) that he/she traded through his/her trading account shall occur.

6.7 The client accepts that Acetop is the only execution venue, which is an Over-the-Counter market.

6.8 It should be noted that trading of certain financial instruments occurs during specific timeframes; the client is responsible for looking at the contract specifications of such instruments for further details, prior to trading. The trading rules include trading time and spread, etc, and may change from time to time based on market conditions. The trading rules published and announced on the official website shall prevail. Acetop reserves the right of final interpretation on the trading rules.

6.9 Acetop is entitled to refuse the provision of any investment or ancillary service to the client, at any time, without being obliged to inform the client of the reasons to do so in order to protect the legitimate interests of both the client and the Firm.

7. Client Classification

7.1 Unless the Firm agrees otherwise, the client shall be treated as a Retail Client.

If a client desires to be re-classified as either a Professional Client or an Eligible Counterparty then the client needs to send the Firm a written request. The Firm shall consider such requests at its discretion after reviewing the client's circumstances, including the quantitative and qualitative assessments. The client is responsible for notifying the Firm of his/her change of personal circumstances.

The type of client category will determine the level of protection afforded to the client under SCB Rule and Regulations. The Firm will notify the Client in writing to inform them of their loss of certain regulatory protections prior to agreeing a re-categorisation request.

7.2 The client is bound by the Client Categorization Notice. Further details are available online at the Company's official website.

8. Identity Confirmation

8.1 Acetop shall act, at all times, as principal for all trades entered into by a client.

Client confirms that Client's account is owned by itself when signing this agreement and applying for opening an account, and all trading or non-trading instructions issued through Client's account are Client's own operation. Any instruction received online through a client's personal trading account or by telephone confirming a client's personal trading account number, will be deemed to be communicated by the client. The Firm is not required to confirm the authenticity of the instruction or the identity of the person communicating the instruction. Acetop shall have no liability for the consequences of any action or omission in reliance upon such instruction. Therefore, Client must ensure that its trading account number and password are not disclosed, and any third party cannot use its trading account number or password.

Acetop hereby reiterates that it does not accept the account of Client to be operated by anyone other than the Client itself (including other third parties, companies, and third parties other than the computer programs provided by Acetop's platform). This is to protect the interests of Clients and Acetop. Client's account is only for client's own operation. The Firm shall not be liable for any loss arising from an instruction sent by a third party to act on the client's behalf.

Acetop again reminds Client the importance of ensuring the account and password are not revealed and/or be used by others, and Client is solely responsible for the instructions issued by its account.

If Client disregards the company's regulations and discloses the trading password to any third party to conduct non-personal operation such as to use/operate/invest on behalf of Client, regardless of whether the password disclosure is intentional, unintentional or by mistake, Client must be responsible for all transactions, losses, fees and expenses. Acetop is not responsible for any losses, fees and expenses caused by non-personal executing transactions such as providing the trading account to others for use/operate/invest, nor accepts any resulting complaints. If there is any objection to any transaction, the record of the Acetop system shall prevail. Acetop will have the right of final interpretation and decision.

9. Assurances and Guarantees

9.1 The client assures and guarantees that:

9.1.1 the Funds, according to clause 10.1 below, belong to the client and are free of any lien, charge, pledge or other encumbrance;

9.1.2 the Funds, according to clause 10.1 below, are not the direct or indirect proceeds of any illegal act or omission or product of any criminal activity; and

9.1.3 he/she acts for his/herself and is not a representative or trustee of a third person, unless client can provide acceptable document to Acetop according to Acetop's requirement.

9.2 The client guarantees the authenticity and validity of any document sent to Acetop during (i) the account opening process and (ii) the life of the trading account.

10. Client's Fund

10.1 Unless otherwise indicated, Acetop will deposit any Client's fund in one or more segregated account(s) held with an institution within or outside The Bahamas, separated from the Firm's money; this means that Client Money is treated as belonging to the Client and under no circumstances the Firm will use Client Money, at any time, to meet any of its obligations. The Client Money will be pooled with money belonging to other Clients so an individual Client will not have a claim against a specific sum in a specific account, in the event of insolvency. A Client's claim will be against the Client Money pool in general. It should be noted, that segregated account(s) will be established, maintained and operated according to the applicable rules and regulations. Acetop will give instructions to the banking institution(s) regarding the transfer and movement(s) of the Client Money.

10.2 Client Money held outside The Bahamas may be subject to the jurisdiction of that territory and client rights may differ accordingly. Acetop shall not be responsible for the solvency, act(s) or omission(s) of any banking institution with which Client Money is held. However, Acetop will exercise all due care and diligence in the selection and periodic review of the institution where the Client Money is deposited.

10.3 Acetop is not obliged to pay interest to the client for the Funds deposited.

10.4 Acetop reserves the right to decline a specific transfer method requested by client and has the right to suggest an alternative.

10.5 If, at any time, Acetop is not satisfied with the documentation provided by the client in relation to a withdrawal/deposit, the Firm reserves the right to reverse the Funds to the source from where the funds were sent, net of any fees or other charges incurred.

10.6 The client accepts that the Bank Institution may reverse the Funds for any reason. As a result, the Firm shall immediately reverse the respective amount from the trading account to the source from where the Funds were sent, net of any fees or other charges incurred. The client accepts that this may result to a negative balance in the trading account. Under such

circumstances, the Firm may merge the Funds held in different trading accounts as described in clause 10.4 above.

10.7 The client accepts that any requests in relation to the administration of the trading account shall be made through Acetop's app or website the Company's official website.

10.8 Acetop shall take all reasonable steps to ensure that the client is informed regarding the progress of any requests referred to in the 'Client Money' section, specifically in relation to the expected processing time and the need for any, or any further, documentation that if not in place may delay the processing.

10.9 If at any time the client's trading account has Funds of less than USD 15 (or currency equivalent), Acetop reserves the right to close the trading account, after notifying the client accordingly.

10.10 The Firm reserves the right to close an account and releasing any client money balances from segregated client bank accounts if:

10.10.1 There has been no movement on the client's account balance for a period of six years; and

10.10.2 The Firm has sent written notice to the client at the last known address informing the client of the Firm's intention of no longer treating that balance as client money, and giving the client a specific time to make a claim.

10.11 The client can be informed about the processing times for deposit/withdrawals through the Firm's official website.

10.12 Client shall not hold Acetop liable for instructions about placing an order or closing a position which fails to be accepted or confirmed by Acetop due to reasons of fund depositor any other aspects.

Acetop will only accept payment made by the bank account designated by Client. Acetop will not accept payment made by direct family members or close related person of Client on Client's behalf, nor accept payment via bank accounts of any other third parties either. Acetop reserves the right to investigate, verify and reject Client's payment by its direct family members, close related person or third party accounts. In the event Client cannot provide evidence to prove the relationship and of the bank account, Acetop will suspend the account of Client, forbids any further trading of the account, and has the full right to do the followings on Client's account:

10.12.1 If Client has not carried out any trading in the account, Acetop will deduct 6% form the payment deposited by the third party as reasonable handling costs, the remaining balance will be returned to the account which made the payment.

10.12.2 If Client has conducted trading, Acetop will deduct all trading and cancelled all benefit (including but not limited to commission and rebate), and deduct 6% from the payment deposited as reasonable operating costs, the remaining balance will be returned to the account which made the payment.

10.12.3 Acetop has the full discretion to report the matter to governing authority or law enforcement agencies.

10.12.4 Before opening an account or withdrawing money for the first time, it is necessary to submit the identity documentation or valid passport as well as the bank card photocopy of Client; otherwise, Acetop will not handle the application of Client for opening an account or withdrawing money. For the security of Client's fund, Client must tie-in the Client's identity document when opening an account and open the bank account opened using its real name, whereby it may only withdraw money, and he may withdraw money only through such tied-in bank account.

10.12.5 For reasons attributable to the third party, the speed of a bank to process the money may be difficult for Acetop to control and predict; therefore it may be the case that Client would not be able to receive the money with drawn with in the predicted time.

10.13 Acetop reserves the right to adjust the handling fees for fund deposit and fund withdrawal at any time and reserves all relevant rights of explanation.

10.14 Client shall warrant all his funds are come from legitimate source, and are not derived from any illegal activities. Acetop has the right to request Client at any time to provide evidence to prove the source of fund. If Client cannot provide evidence of the source of funds to the satisfaction of Acetop, Acetop shall suspend Client's account forthwith and stop providing any further services, and to report to JIFU according to the law. Acetop reserves the right to claim against Client for any damage suffered due to Client's failure to provide evidence for the legitimate source of funds.

11. Charges

11.1 If the client's trading account is inactive for a calendar year, Acetop reserves the right to charge an account maintenance fee of USD 15 (or currency equivalent) in order to maintain the trading account.

11.2 Prior to trading CFDs the client needs to consider any applicable charges such as spreads and swaps. The client is solely responsible for requiring clarifications from the Firm in relation to the above, if necessary.

11.3 The client should note that not all charges are represented in monetary terms (for example, charges may appear as a percentage of the value of a CFD). Therefore, the client needs to ensure that he/ she understands the amount that the percentage amounts to.

11.4 Acetop reserves the right to change, from time to time, any of the charges applicable to the client without prior written notice. The latest information shall be found online at the Company's official website.

11.5 The client should note that any applicable charges shall be instantly deducted from his/her trading account.

11.6 The applicable spreads, including Acetop's mark-up, if applicable are charged when placing a trade. The fees are available online at the Company's official website.

Swap(s)

11.7 The swap is the interest added or deducted for holding an open position overnight.

11.8 Client shall pay such brokerage, commission and special service and all other charges (including, without limitation, premiums and discounts, statement charges, idle account charges, order cancellation charges, transfer charges and other charges), fees (including, without limitation, fees imposed by any interbank agency, bank, contract market or other regulatory or self-regulatory organization) arising from services provided by Acetop. Acetop may charge commissions, charges and/or fees without notice. Client agrees to pay the interest on its outstanding amounts due to Acetop to Acetop (as calculated below: the lower of the prevailing prime rate charged by Acetop' major banker plus 3% or the highest interest rate allowed by laws).

All such charges shall be paid by Client upon incurrence, or as Acetop may solely determine on its own volition, and Client here by authorizes Acetop to withdraw the amount of any such charges from its account(s). Client agrees to pay transfer charges determined by Acetop when it instructs Acetop to transfer any open position, fund and/or property from its account to another institution. Acetop acknowledges that all prices quoted to Client are not including premiums and discounts. Dependent on the CFD contract transacted (including buying and selling), Client is charged premiums or given discounts; regular adjustments will be made to premiums and discounts and Client is recommended to peruse there vision online.

Client agrees that it is personally responsible for the taxes or fees imposed by government over all transactions or the profit generating from any transaction on its own part. Client also agrees that such taxes or fees are to be directly deducted or withdrawn from its account at the due date.

11.9 Further information regarding swaps can be found on the Company's official website, or by contacting the firm's Customer Support Department.

12. Liability

12.1 Acetop shall, at all times, conclude client's transactions in good faith.

12.2 Acetop bears no responsibility for any acts or omissions concluded by either a natural or legal person that provides the Firm with information in relation to the execution of the client's transactions in financial instruments.

12.3 Acetop bears no responsibility for any loss of opportunity that results in reduction in the value of the client's transactions in financial instruments, regardless of the cause of such reduction.

12.4 Acetop bears no responsibility for any loss incurred as a result of the acts or omissions of the Institution or its employees, including but not limited to instances of false or misleading information provided by the client.

13. Indemnity

13.1 The client shall indemnify, or indemnify on demand, the Firm for any costs incurred under the provision of investment or services by the latter, including but not limited to (i) the client's breach of the Client Agreement or (ii) false or misleading information provided by the client to Acetop.

14. Duration of the Client Agreement

14.1 The Client Agreement shall be effective from the day described in the 'Commencement of the Client Agreement' section, until its termination or default under clause (16.1) below.

15. Notifications and Amendments to the Client Agreement

15.1 The Firm will notify the client in good time about any important change to the information provided under this section which is relevant to a service that the Firm is providing to that client.

15.2 Acetop reserves the right to amend, from time to time, any part of the Client Agreement. Acetop would notify Client of such amendment or change by publishing the same on its official website. Client shall be responsible for perusing such amendment to the terms and conditions regularly and agrees to be bound by the same upon its publication.

16. Termination and Default

This Agreement shall remain in effect until termination. The Agreement may be terminated by Client at any time, when Client has no open position and no liabilities due to Acetop, Client can notify Acetop to proceed the account termination. Acetop also has the absolute and undoubted right to terminate the contract if it does not consider it suitable to continue to provide services to the Client, and Client does not hold open positions, and proceed the account termination without notification in advance. If the Client's account has a balance upon termination, the Client's needs to make full withdrawal within a reasonable time. Termination of this Agreement will not affect any previously confirmed transactions and will not relieve any party of any obligations under this Agreement, or Client from the obligation to repay any liability.

16.1 The following shall be construed as Events of Default if at any time:

- a) Failure to make any payment of any amount you owe us in accordance with this Agreement;
- b) Failure to maintain sufficient margin in your account;
- c) Failure to comply with any term of this Agreement;
- d) If any information supplied by you during the application process or at any time is found to be misleading or false;

- e) If we have reasonable grounds for believing you do not have adequate comprehension of the trades which you are placing or the risks involved;
- f) If we reasonably believe that it is necessary for our protection that there might be an infringement of any laws, Applicable regulations, or good standard of market practice, including the SCB rules in relation to suitability and appropriateness, market abuse, money laundering or any criminal activity;
- g) If we believe there is a threat to your trading account security or there has been a breach in your account;
- h) If we have reasonable grounds of suspicion that you are taking unfair advantage of our services and are/or acting in an unlawful manner such as using server, algorithm, software, electronic devices or trading strategy that works with the intention to take advantage or manipulate our services to you, abusing any loopholes, faults or error in our software or systems;
- i) If there is an ongoing dispute and we decide we are unable to no longer offer our services to you;
- j) You are abusive to our staff;
- k) If the initiation of bankruptcy proceedings against you, or the making of arrangements or composition with your creditors, or any similar proceedings against you take place
- l) you fail to comply fully and immediately with any obligation to make any payment to us
- m) you default in any other obligation to us under the Agreement or in relation to any transaction or commit any breach of any other obligations under the Agreement;
- n) any representation or warranty made by you was or has become or subsequently would, if repeated at any time, be incorrect;
- o) we consider it necessary or desirable to prevent what we consider is or might be a violation by you;
- p) we reasonably anticipate that any of the foregoing may occur; then we may exercise our rights under this clause
- q) Clients die, become of unsound mind, are unable to pay your debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you; or any indebtedness of yours is not paid on the due date therefor, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings are commenced or any action is taken for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, the whole or any part of your property or assets (tangible and intangible);

In dealing with Client death issue, Acetop reiterates that Acetop will endeavor to ensure the interests of its Clients. Therefore, the legal contractor/beneficiary of the Client must present legally valid court documents and/or related documents (and if necessary, provide the advice of the lawyer in the relevant district to confirm his/her legitimate inheritance rights and

interests). Acetop will handle the cancellation of accounts and withdrawal arrangements. The Client agrees and confirms that Acetop has the right, in exceptional circumstances, to deal with the cancellation and withdrawal arrangements at its discretion, subject to the absolute decision of Acetop and the requirements/terms determined from time to time. Acetop has the right to take the above measures upon receipt of the preliminary documents provided by the person concerned. The Client also agrees and confirms the related arrangement.

16.2 In the case that an “Event of default” occurs with relation to your account, we may, at our absolute discretion, without prior notice take one or any of the following number of actions:

- a) Oblige you to pay immediately any amounts you owe us;
- b) Close out all or some of your trades;
- c) Cancel any of your pending orders and open trades;
- d) Suspend or limit/restrict your account and the ability to place an order/trade or any instruction on relation to your account;
- e) Terminate this agreement instantly or at a specified date chosen by us;
- f) Close all or any of your accounts, exercise our rights of set-off and refuse to enter into further dealings with you.

16.3 Where reasonably possible, if any action under this section is taken, we shall endeavour to notify you before exercising such rights. Nonetheless, we are not obliged to do so, and we retain complete discretion to take any action with regards to this clause without any notification to you.

16.4 If at our complete discretion, we allow you to continue trading with us regardless of any of the clauses in this section, you acknowledge that your open transactions may remain open and may result in you incurring further losses which we shall not be liable for.

16.5 You acknowledge that in the case where we are unable to close out some or any of your transactions, we may be required to close your trade(s) in tranches at a different price and possibly in multiple transactions. This may incur further losses in your account. You agree that we shall not be liable to you as a result of any losses in closing out your transaction in this way.

16.6 If we have provided you with notice of our intention to close your account(s), you will not be able to open any new trades, and only have the right to close any open positions remaining on your account by contacting us. If there are remaining trades on the account, we may close them at our discretion, and you agree we will not be liable for any incurred losses

16.7 We may on or at any time following the occurrence of an Event of Default, cancel any outstanding orders, terminate our services and liquidate all or any of your open positions.

16.8 On the Liquidation Date and following it we shall (on, or as soon as reasonably practicable) close all your open positions and apply all monies held by us towards the costs of such closures.

16.9 If as a result of the actions taken by us your account is in credit, we shall pay such an amount to an account directed by you as soon as reasonably practicable. If there is insufficient

money in your account to cover the actions undertaken by us, the difference between the amount of money in your account and the cost of closing your open positions will be covered by negative balance protection for retail clients only.

16.10 Our rights under this clause are in addition to, and not in limitation or exclusion of, any other rights which we may have under the Agreement or otherwise whether by agreement or operation of law. We are authorised and entitled, without notification to you and at our absolute discretion, to take such action to protect our own position, including without limitation, one or more of the following actions (whether in whole or in part):

- a) cancel all or any unexecuted orders;
- b) close out, perform, cancel or, if applicable, abandon any of your open positions or enter into offsetting positions;
- c) satisfy any obligation that you may have to us, either directly or by way of guarantee or suretyship, out of any of your monies in our custody or control.

17. Risk Disclosure

17.1 Details relating to the risks involved in trading CFDs are contained in the Annex to this Agreement.

18. Confidentiality and Personal Data Protection

18.1 Acetop is registered with the Registrar General's Department of The Bahamas; therefore, any clients' personal data is kept by Acetop according to the laws and regulations of The Bahamas.

The Company will endeavour to ensure that the personal data collected by the Company is properly stored in the storage system and that only authorized employees or companies providing services on behalf of the Company may access the information. However, due to the openness and global nature of the Internet, the Company may not be able to protect and keep confidential of customer personal data from the deliberate interference of third parties. The personal data of the Client is not covered by the Company's Personal Data Privacy Policy if Client browses the webpages of other parties through the Company's website. Acetop shall not disclose to a third party, any of its clients' confidential information unless required to do so by a regulatory authority of a competent jurisdiction; Acetop will endeavour, to make such disclosures on a 'need-to-know' basis, unless otherwise instructed by a regulatory authority. Under such circumstances, the Firm shall expressly inform the third party regarding the confidential nature of the information.

Clients accept and consent that Acetop may, from time to time, contractually engage companies for statistical and/or other purposes in order to improve the Firm's business activities; as a result, some or all of the clients' personal data may be disclosed.

The Client's personal information is maintained on computer records and will not be disclosed to third parties except where the Company are expressly permitted to on a 'need to know' basis:

- Disclose information to the institution holding client assets, their successors in business, and other institutions with which agreements are entered in order to provide the Client services.
- Disclose information as required by law or instructed by the SCB or other regulatory body.
- Disclose information to the Company's compliance advisers, auditors and other such organisations.

Under such circumstances the Company shall expressly inform the third party regarding the confidential nature of the information.

The Company may also disclose the Client's information to any other company within the Company's Group.

The Company uses a card processing company for the Client's deposits and withdrawals to and from the Client's account. This company does not retain, share, store or use personally identifiable information for any purposes.

The Company/Group intends to use the Client's information for direct promotion, and the Company/Group must obtain the Client's consent for the use (including no objection).

(i) The Company/Group may use the customer's name, contact information, product and service portfolio information, trading model and behavior, financial background and demographic data for direct promotion;

(ii) Information can be used to promote the following categories of services, products and promotional targets;

a) Finance, wealth management, investment and related services and products;

b) Rewards, preferential schemes and related services and products;

c) The services and products provided by any of the Company/Group's members with their partners (the names of such brand partners will be listed on the application form for the services and products, depending on the circumstances); and

d) donations for charitable and/or non-profit making purposes;

(iii) The above services, products and promotional targets may be provided or solicited by the Company/Group and/or the following parties:

a) any member, partner and associated company of the Group;

b) third-party financial institutions, investment service providers, reward and preferential scheme providers and co-brand suppliers; and

c) charitable or non-profit making organizations;

(iv) In addition to the promotion of the above-mentioned services, products and promotional targets, the Company/Group also intends to provide all or any of the persons mentioned in paragraph (iii) above with the information mentioned in paragraph (i) above for such persons

to use in the promotion of such services, products and promotional targets. The Company/Group shall obtain written consent (including no objection) from the customer for this purpose;

If the Client does not wish the Company/Group to use its information or provide information to other parties for direct promotion purposes, the Client may notify the Company/Group in writing of its option to refuse the promotion.

Client has the right and obligation to update his or her personal information in a timely manner to ensure that the information is accurate and up-to-date. If your personal information recorded by Acetop is inaccurate or incomplete, you have the right to contact us to correct it.

The Company keeps records of the company's business transactions, and clients' categorisation for at least five years.

The Client may request a copy of the information that the Company hold about the Client. The Company may make a reasonable charge for this service.

19. Recordings of Telephone Calls

19.1 The content of any telephone call ('the Telephone Record') between the client and the Firm may be recorded and saved as a magnetic or electronic record. The client agrees that the Firm has the right to use the Telephone Records as it deems necessary including but not limited to training or regulatory purposes or in connection with any dispute involving the Firm.

19.2 All transaction instructions received from the client during a telephone call shall be conclusive and binding.

19.3 Acetop may provide copies of such recordings of telephone calls as required by Law or to a regulatory authority of a competent authority, without informing the client.

20. Conflicts of Interest

20.1 The client accepts that a conflict of interest between Acetop and client may arise under the Client Agreement.

20.2 Specifically, the client accepts that:

20.2.1 Acetop may assign other member companies of the Acetop Group to execute client's instructions;

20.2.2 the Firm may execute at the same time instructions by different clients that are opposite to one another;

20.2.3 the Firm may establish business, including but not limited to trading relationships, with other issuers of financial instruments and the Firm may have a financial interest in such instruments;

20.2.4 the Firm may pay commission -or any other related fee- to a third party as a result of introducing the client. Under such circumstances the client shall be notified at Acetop's discretion.

20.3 For further details, please read the Acetop Conflicts of Interest Policy available online at the Company's official website.

21. Direct Contact Consent

21.1 The client consents that any communication, from time to time, in relation to the Client Agreement - or any other communication in relation to marketing (if applicable) - does not breach any of the client's rights and obligations under the Client Agreement.

22. Client's Statements and Warranties

22.1 The client agrees and enters into the Client Agreement on client's own will.

22.2 Client is of sound mind, over 18 (eighteen) years of age and with legal competence.

22.3 Client agrees that Acetop is entitled to determine whether to approve my account application without providing any reason. If the application is not approved or the account is cancelled in the future, Acetop has the right to maintain or delete the related information and document. I hereby agree and confirm that the arrangement is comply with the requirement in the "Privacy Policy Statement".

22.4 Client's account is only for client's own operation;

22.5 Client will not authorize any person or organization to execute any transaction other than the client;

22.6 Client will not disclose the account password to any person or organization other than the client;

22.7 Client shall keep the account and password properly to ensure that its account and password are not disclosed to and/or used by others, and Client is solely responsible for the instructions issued by its account.

22.8 Client is currently not an employee of any exchange, company in which any exchange owns the controlling capital, any member of any exchange and/or company registered on any exchange, or any bank, trust or insurance company, and if Client becomes so employed, it must notify Acetop in writing of such employment immediately;

22.9 All information provided in the Application Form for Opening an Agreement on this Agreement is true, correct and complete up to this date. In order to protect the interests of Client, Client cannot change important personal data such as name arbitrarily. If Client changes its name or other personal data, Client understands and agrees to bear any direct or indirect losses resulting from such changes.

Client needs to promptly notify Acetop of any change of its information and provide the following documents to Acetop, including but not limited to:

- a) Application Form for Customer Information Change
- b) the half-body photo with ID card held in hand
- c) ID card copy (front + back)
- d) Bank certification documents
- e) or any document deemed necessary by the company for identity verification

All the above documents must be notarized by the national government department and the law firm recognized by Acetop. The company has the final decision and interpretation right for whether to accept the relevant application on information change.

22.10 The company's products and services are only applicable to anyone in areas that legally accepting the company's provision of such products and services, and the company information should not be considered as any referral or solicitation in areas where the company's provision of such products and services is legally restricted.

Before entering into any agreement with Acetop, Client has been given sufficient time to review this Agreement and other legal documents and seek independent financial and legal advice if necessary. Client is responsible for itself to understand and fully comply with the relevant laws and regulations in its place and seeking its own professional advice on laws and taxation, including but not limited to tax liabilities such as inheritance tax and dividend withholding tax that may be involved in overseas investment.

Client's opening account on the platform provided by Acetop will be deemed as client's declaration and guarantee to Acetop that it has complied with the laws and regulations of its location. If Client has any questions about this, Client should consult a professional advisor. Acetop will not be held responsible for such matters. Client also promises to be responsible for and remove the legal proceedings and/or recovery that may be faced by Acetop on such issues.

22.11 Client is from US, Taiwan or other restricted jurisdictions.

22.12 Client acknowledges and agrees:

- (a) Acetop and its website are not targeted to Hong Kong residents and general public in HKSAR. The website is not distributed for Hong Kong residents and general public in HKSAR.
- (b) Client is not a Hong Kong resident and is not in Hong Kong when he/she visits this website and applies for account opening.
- (c) Acetop and its website do not constitute an offer to sell or a solicitation to buy any CFDs and do not give any investment advice.

22.13 The client represents that if an amount is due for payment to Acetop, the later shall be entitled to debit the relevant amount from the client's trading account immediately.

22.14 The client agrees that if his/ her trading account is inactive for six months and its balance is less than USD15 (fifteen), or currency equivalent, then Acetop may at its discretion disable the trading account. The client may apply to enable his/ her trading account, at any time; the status of a trading account can be viewed through Acetop's app or the Company's official website.

22.15 The client agrees that Acetop is entitled to request me to provide further information and documents in support of the account application. All documents including this application form shall not be returnable.

23. Force Majeure Event

23.1 Acetop shall, in its reasonable opinion, determine that a force majeure event occurred; under such circumstances the Firm shall take all reasonable steps in order to inform the client.

23.2 Cases of force majeure include but are not limited to the following:

- a. quoted sources are temporarily closed, damaged or decommissioned in other circumstances;
- b. in the corresponding transaction markets, CFD prices have abnormal fluctuation or loss of liquidity;
- c. release of the macroeconomic data report, or other political and economic information announcement has a significant impact on CFD price;
- d. damage due to software and hardware leads to the abnormal operation of electronic transaction system;
- e. fault of network suppliers causes Internet connection failures;
- f. state administration decisions and orders;
- g. telecommunication systems paralysation;
- h. other circumstances beyond the reasonable control of Acetop, such as fires, riots, strikes, lockouts, war, or other cases leading to abnormal fluctuation in CFD transaction.

24. Disclaimer and Right of Reservation

24.1 Client shall learn that if transaction activity is interfered by market conditions (e.g. liquidity) and / or the operation rules of certain markets (for example, any suspension of CFDs trading due to price limits or closure), the orders may not be executed or may be executed in the relative lack of conditions, which may increase the risk of loss, since the completion of transactions or liquidation and hedging of position will be very difficult or impossible. Furthermore, the normal pricing relationships between related assets and CFDs may no longer exist, and the lack of reference to the underlying asset price makes it difficult to judge the fair price. Under such situations, Acetop does not assume any responsibility. If such event occurred, without prejudice to any other rights of the client under the Client Agreement, the Firm may:

- 24.1.1 increase margin requirements; and/ or
- 24.1.2 increase spreads; and/ or
- 24.1.3 decrease leverage; and/ or
- 24.1.4 close-out, any open positions at a price that the Firm considers reasonable; and/ or
- 24.1.5 request amendments to any closed positions; and/ or
- 24.1.6 suspend the provision of investment and/ or other services to the client.

Acetop is entitled to refuse the provision of any investment or service to the client, at any time, without being obliged to inform the client of the reasons to do so in order to protect the legitimate interests of the Firm.

24.2 Quoting Errors

When certain errors with the quotes and transaction prices occur, Acetop shall not be liable for any resulting error in account balances. Such errors include but are not limited to: an incorrect quote made by the trader, a quote which does not represent international market price, any quoting error (such as one due to the malfunctioned hardware, software or network, or the inaccurate data provided by a third person). Acetop shall not be liable for the account balance resulting from such errors. In addition, Client shall allow sufficient time for the execution of the order and the calculation of the required margin by the system when placing an order. If the execution price of the order or the setting of order is arranged to be too close to the market price, it may trigger other orders (any type of orders) or a margin alert. Acetop shall not be liable for the resulting margin alert, account balance and/or account position arising from the system being given sufficient time to make the execution or calculation accordingly. The above mentioned is not intended to be an exhaustive list and in the case of a quoting or execution error, Acetop reserves the right to make necessary corrections or adjustments to the account involved. Any dispute arising from such quoting or transaction error shall only be resolved by Acetop on its own volition. Client agrees to indemnify and hold Acetop harmless from and against all resulting losses, damages or liabilities.

24.3 Arbitrage

Internet, connectivity delays, and quoting errors may sometimes make the prices displayed on Acetop's transaction platform unable to reflect the market prices accurately. "Arbitrage" and "scalping", or taking advantage of such internet delays, cannot exist in an OTC market where Client deals directly with the market maker. Acetop does not permit the practice of arbitrage on its transaction platform by Client. Transactions that rely upon arbitrage opportunities arising from price latency may be cancelled. Acetop reserves the right to make necessary corrections or adjustments to the account involved. Acetop may at its sole discretion require the trader to intervene in or sanction all orders and/or terminate the relevant Client's accounts. Acetop may on its own volition resolve any dispute arising from such arbitrage and/or price manipulation. Acetop reserves the right to hold Client's withdrawals until such issue is fully resolved. Any action or resolution stated herein will neither prejudice nor waive any right or remedy that Acetop may have against Client and its employees.

24.4 Price, Order Execution and Platform Manipulation

24.4.1 Acetop strictly prohibits any form of manipulation by any account regarding its prices, execution and platform. If Acetop suspects that any account is involved in manipulation, Acetop reserves the right to investigate and review the account and deduct from such suspicious account the gains earned from such activity. Acetop reserves the right to make necessary corrections or adjustments to the account involved. For accounts that are suspicious of manipulation, Acetop may at its sole discretion require the trader to intervene in or sanction the orders and/or terminate the relevant Client's accounts. For any dispute arising from such arbitrage and/or price manipulation, Acetop may make a decision on its own volition. Acetop may report such incidents to any competent regulatory and law enforcement agency at its discretion. Any action or resolution stated herein shall not prejudice or waive any right or remedy that Acetop may have against Client and its employees; and all the rights or remedies shall be reserved expressly.

24.4.2 In order to maintain the fairness of transaction online, Acetop does not accept any act of placing orders with software other than using the authorised software which is provided by Acetop. Once the said act is found, Client will be disqualified from transaction, with such kind of trading and profit so obtained regarded as illegal. Acetop will recover all illegal profits and required expenses (including fund deposit handling charges, transaction coding charges).

24.5 Communication and Internet Failure

24.5.1 Acetop shall not be liable for any delay in transmission of orders due to the failure of transmission or communication facilities, electricity outage or any other causes beyond Acetop's control or anticipation. Acetop shall only be liable for any action directly attributable to the gross negligence, willful default or fraud on its own part. Acetop shall not be liable for losses arising from any default of any introducer employed by Acetop according to this Agreement or from any default of other related persons.

24.5.2 Since the operation of signal communication is beyond Acetop's control and the reception of signals via the internet and routing is dependent on the reliability of the structure or connection of the equipment of Client, Acetop shall not be liable for communication failures, distortions or delays in trading via the Internet.

24.5.3 Most electronic transaction facilities carry out command delivering, execution, matching, registration and transaction settlement through systems based on computers and web. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Client's ability to recover certain losses may be subject to: the limited liability or exceptions set by system provider, the market, the clearing house and / or member company. These limited liability and exceptions may vary.

24.5.4 Unlike open-outcry transaction operations, electronic transaction may render Clients with the opportunity to encounter transmission errors of computer hardware, software and Internet, which leads to the problem that Client's instruction has not been executed or will not be executed at all. Acetop does not take responsibility for such problems.

24.6 Please refer to the Order Execution Policy for more order policy information.

25. Intellectual Property

25.1. Our Website, including the Trading Platform, and any and all Information, software applications, documentation and other information, data and materials which we may supply or make available to you, either directly or through a third-party service provider or licensor (collectively the “Acetop Materials”) are and will remain our property or that of our third-party service providers or licensors.

25.2. All copyrights, trademarks, design rights and other intellectual property rights in the Acetop Materials, including without limitation all updates, modifications, compilations and enhancements, and all derivative works based on any of the Acetop Materials, are and will remain our property (or those of our third-party service providers or licensors as applicable).

25.3. We supply or make the Acetop Materials available to you on the basis that (a) we can also supply and make them available to other persons and (b) we can cease or suspend providing any of them, but we will only do that if your Account has been closed or required by any of our third party service providers or licensors, by applicable law or as otherwise provided in this Agreement.

25.4. You may access and use the Acetop Materials only as expressly permitted for the operation of your Account in accordance with this Agreement.

25.5. You must comply with any policies relating to any of the Acetop Materials, or their use, including any additional restrictions or other terms and conditions that we or our third-party service providers or licensors may issue, of which we may notify you from time to time.

25.6. You must not supply all or part of the Acetop Materials to anyone else and you must not copy or reproduce all or part of them without our prior written permission.

25.7. You must not delete, obscure or tamper with copyright or other proprietary notices displayed on any of the Acetop Materials.

25.8. If we have provided any materials to you in connection with our Website you must return those to us on closure of your Account.

25.9. Except to the extent expressly permitted under this Agreement or any other written agreement between you and us, you must not: (a) modify, translate or create derivative works based upon any of the Acetop Materials; (b) take any action compromising or challenging, or threatening to compromise or challenge, the enjoyment or use by any other client of any of the ACETOP Materials or the rights of us or any of our third party service providers or licensors in any of the Acetop Materials; or (c) reverse engineer, decompile or disassemble any of the Acetop Materials comprising software or otherwise attempt to discover the source code thereof.

25.10. You must notify us immediately of any unauthorized use or misuse of any of the Acetop Materials of which you become aware and, to the extent reasonably requested by us, provide us cooperation in remedying such violation and/or taking steps to prevent the future occurrence thereof.

25.11. We or our third-party service providers or licensors may from time to time modify market data, our Trading Platform or Website, or the Acetop Materials, and/or methods or speeds of delivering the same, which modifications may require corresponding changes to the

methods or means you use to access the Acetop Materials and/or may sever or adversely affect your access to or use of the Acetop Materials. Neither we nor our Affiliates shall be liable for any such consequences.

26. Assignment

26.1 You may not assign or transfer any of your rights or obligations under this Agreement, whether by operation of law or otherwise, either on a permanent or temporary basis without our prior written consent.

26.2 You acknowledge and agree that we may assign our rights or obligations under the Client Agreement to a successor of all or substantially all of our business or assets without any obligation to obtain consent from you. Any such transfer or assignment shall be subject to the assignee undertaking in writing to be bound by and perform our obligations under this Agreement.

27. Severability

If any part of any provision of this Agreement is invalid or unenforceable, then the remainder of such provision and all other provisions of this Agreement will remain valid and enforceable.

28. Governing Law, Jurisdiction and Dispute Resolution

28.1 The client may raise a complaint in writing to the Compliance Officer. If following Acetop's subsequent investigation and response the client is still not satisfied he/she may contact the Securities Commission of The Bahamas. Full details are contained within our internal complaints procedure.

The client accepts that the Client Agreement and any investment and/ or services provided under it by the Firm shall be governed by the Laws of The Bahamas.

28.2 Any proceedings and their settlement that may involve Acetop and the client shall take place in the competent courts of The Bahamas.

29. Miscellaneous

29.1 Unless specifically instructed otherwise any notice, instruction, request or other communication shall be given by the client to the Firm in writing and shall be sent to Acetop's office address, which appears on the 'Contact Us' page of the Company's official website. Any written notification sent to Firm shall be processed as soon as possible when received by the Firm.

29.2 The client shall not, under any circumstance, assign or transfer any of his/ her rights and/or obligations under the Client Agreement to another natural or legal person.

If any statute enacted or any regulation adopted by any government agency thereafter is binding upon Acetop and affects or conflicts with any clause hereof, the clauses so affected shall be deemed as amended or replaced by such statute and regulation, and the remaining clauses hereof and the clauses so amended shall remain in full effect. Client agrees that all transactions hereunder are subject to the aforesaid requirements and conditions.

30. FAQs

30.1 Questions regarding this Client Agreement should be addressed, in the first instance, to the Customer Services Department.

30.2 Customer Services Department

Email: cs@acetop.com

31 Additional Contacts

31.1 Compliance Department

Email: compliance@acetop.com

Annex A – Risk Disclosure Notice

RISK WARNING:

CFDs are high risk investments, which are not suitable for many investors. Trading in CFDs carries a high degree of risk, prices may change quickly and go down as well as up and you can lose more than your initial deposit. Therefore, please ensure that you fully understand the risks involved before trading. CFDs are leveraged financial products and as such, trading CFDs involves a high risk of loss. It is very important that you do not engage in trading in our Products unless you know, understand and are able to manage the risks associated with such trading. Past performance will not necessarily be repeated and is no guarantee of future success. Under no circumstances should risk more than you are prepared to lose.

1. Scope of the Notice

1.1 The Risk Disclosure Notice ('the Notice') is provided to the client in accordance with the regulation of Securities Commission of The Bahamas (SCB). Contracts for difference ('CFDs') are leveraged products, which will incur a high level of risk and can result in the loss of all the Client's invested capital.

1.2 It should be noted that the Notice does not contain all the risks involved in trading CFDs; therefore, the client needs to ensure that his/ her decision is made after comprehensive consideration:

2. Product Description

2.1 A CFD is an agreement to either buy or sell a contract that reflects the performance of, including amongst others, forex, precious metals,; the profit or loss is determined by the difference between the price a CFD is bought at and the price is sold at and vice versa. CFDs are traded on margin and it should be noted that no physical delivery of either the CFD or underlying asset is occurring.

2.2 CFDs fluctuate in value all the time; the price movements of CFDs are determined by a number of factors including but not limited to speculation and availability of market information.

3. Performance

3.1 It should be noted that past performance of CFDs is not a useful indicator of future performance.

4. Main Risks Associated with Transactions in CFDs

4.1 Prior to trading CFDs, the client needs to ensure that he/ she understands all the risks involved. CFDs are leveraged products; therefore, they carry a higher level of risk to the client's

capital compared to other financial products. The value of CFDs may increase or decrease depending on market conditions.

4.2 Due to the fact that CFDs are leveraged products, engaging in CFD trading may not be suitable for all the client and independent advice should be sought if necessary. The potential for profit must be balanced alongside prudent risk management given the significant losses that may be generated over a very short period of time when trading CFDs.

4.3 The client should not commence trading in CFDs unless he/ she understand the risks involved.

5. Capital Loss

5.1 CFDs, which are leveraged products, incur a high level of risk and can result in the loss of all of the client's invested capital. However, it should be noted that Acetop operates on a 'negative balance protection' basis; this means that the client cannot lose more than his/ her overall investment.

6. Credit Risk

6.1 When trading CFDs, the client is effectively entering into an over-the-counter ('OTC') transaction; this implies that any position opened with Acetop may not be able to be closed. OTC transactions may involve greater risk compared to transactions occurring on regulated markets, for example traditional exchanges; this is due to the fact that in OTC transactions there is no central counterparty and either party to the transaction bears certain credit risk (or risk of default).

7. Leverage (or Gearing)

7.1 CFD trading, unlike traditional trading, enables the client to trade the markets by paying only a small fraction of the total trade value. However, it should be noted that leverage, or gearing as it is often referred to, means that a relatively small market movement may lead to a proportionately much larger movement in the value of the client's position. Acetop offers flexible leverage starting from 1:1 up to 1:200 on the trading platforms. Nonetheless, it should be noted that leverage restrictions may apply to certain instruments, platforms and/or jurisdictions, as indicated on the official website of Acetop.

7.2 It should be noted that the Firm is in its sole discretion to monitor the leverage applied to client's positions, at all times; the Firm reserves the right to adjust the leverage depending on the client's trade volume.

7.3 There may be specific maximum leverage limits and/or margin requirements on the instruments that are available. For more information please visit our website.

8. Margin and its Receiving Systems

8.1 The client needs to ensure that he / she has sufficient margin on his / her trading account, at all times, in order to maintain an open position. In addition, the client needs to continuously monitor any open positions in order to avoid positions being closed due to the unavailability of funds.

8.2 Client shall offer and maintain with Acetop a margin in such amount as determined by Acetop from time to time. Acetop fully determines the margin amount with full authority, and may change such amount at any time in the absence of any reason. Client agrees to deposit such additional margin as required by Acetop by telegraphic transfer and will meet all margin requirements in such mode of transmission as designated by Acetop immediately. Client shall bear all charges incurred during deposit, including bank commission, exchange rate differences and all other relevant expenses. Client is fully aware that time is required for Acetop to process Client's deposit, and Client may be unable to use the deposit in real time as the margin required for any new position or additional margin. Client agrees to undertake any loss arising from forced closure due to the failure of meeting the requirement about additional margin in time and such loss may be greater than its initial margin.

8.3 Under normal market conditions, the system of margin calls is for the hedging purpose regarding the fall in account balance to below its deposit value. When the current net value is lower than the initial inception margin by some proportion, the system of margin calls will automatically close the position with most losses. For the specified proportion, please see the terms of transaction. If any disadvantageous market condition occurs, especially a large price fluctuation, the loss incurred from the executed price due to the closure by the system of margin calls may exceed Client's account balance. Client is liable to pay for the deficit in its account.

8.4 Further details regarding the above are available online at the Company's official website.

9. Abnormal Market Conditions

9.1 Under abnormal market conditions, CFDs may fluctuate rapidly. As a result, Acetop may be unable to execute the client's instructions at the declared price and a 'stop loss' instruction cannot guarantee to limit the Client's loss. This may occur, for example, at the following cases:

9.1.1 During Market opening;

9.1.2 During news times;

9.1.3 During volatile markets where prices may move significantly up or down and away from declared price; and/ or

9.1.4 Where there is rapid price movement, if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted.

9.1.5 If there is insufficient liquidity for the execution of the specific volume at the declared price.

9.2 CFD prices are influenced by implementation of governmental, agricultural, commercial and trade programs and policies and national and international socioeconomic and political events.

10. Trading Platform Conditions

10.1 The client accepts that the only reliable source of price is the Quotes represented on the real/ live server; this service may be disrupted and as a result price related information may not reach the client.

10.2 The client shall regularly consult the ‘Help’ menu or User Guide of the trading platform(s); if a conflict arises the Client Agreement shall prevail unless Acetop determines, in its sole discretion, otherwise.

11. Communication

11.1 Acetop bears no responsibility for any loss that arises as a result of delayed or unreceived communication sent to the client by the Firm.

11.2 In addition, Acetop bears no responsibility for any loss that arises as a result of unencrypted information sent to the client by the Firm that has been accessed via unauthorised means.

11.3 Acetop bears no responsibility for any unreceived or unread internal messages sent to the client through the trading platform(s); in case a message is not received or read within 7 (seven) calendar days the message gets automatically deleted.

11.4 The client is solely responsible for the privacy of any information contained within the communication received by Acetop.

11.5 Moreover, the client accepts that any loss that arises as a result of unauthorised access of a third party to the client’s trading account is not the responsibility of Acetop.

12. Force Majeure Event

12.1 In the case of a Force Majeure Event the client shall accept any loss arising.

12.2 For further details read the above ‘Force Majeure Event’ section 23 of this Customer Agreement.

13. Taxation

13.1 Although investing in CFDs does not involve taking physical delivery of the underlying financial instrument independent tax advice should be sought, if necessary, to establish whether the client is subject to any tax, including stamp duty.

14. Account Review

14.1 Through the trading platform(s), the client may review any of his/ her trading accounts, including but not limited to open and closed positions. In addition, through User Centre the client may safely manage his/ her account and deposit or withdraw money depending on his/ her trading needs.

15. Technical Issues

15.1 Acetop bears no responsibility for any loss that arises as a result of a system failure, including but not limited to:

15.1.1 hardware or software failure, malfunction or misuse either on the client's side or the Firm's or both;

15.1.2 poor internet connection either on the client's side or the Firm's or both;

15.1.3 incorrect settings in the client terminal; and

15.1.4 delayed updates of the client terminal.

15.2 The client accepts that at times of excessive transaction flow there might be some delay in contacting over the telephone, especially when there are important market announcements.

Annex B –Anti-money Laundering Memorandum

In signing and returning this form to Acetop Global Markets Limited, I confirm and declare that I have read, understood and agree to be bound by the following anti-money laundering statement. I agree to comply with all applicable anti-money laundering and counter-terrorism financing laws, and provide sufficient evidence as requested by Acetop.

Money laundering in this statement include illegal drug trading, terrorist organizations financing, and the financial misconduct. Illegal drug trading means the manufacture, import and sale of controlled drugs.

Financial misconduct - includes the concealment of assets from a receiver, custodian, trustee, marshal, or other officer of the court, from creditors in a bankruptcy proceeding; the making of a fraudulent conveyance in contemplation of a bankruptcy proceeding with the intent to defraud any bankruptcy law, the giving of false oaths or claims in relation to a bankruptcy proceeding; bribery; the giving of commissions or gifts for the procurement of loans; theft, embezzlement, or misapplication of bank funds or funds of other lending, credit, or insurance institutions; the making fraudulent bank or credit institution entries or loan or credit application; and mail, wire, or bank or bank postal robbery or theft.

Money laundering also include the deposit and loan transactions with the well-known area for drug trafficking, making use of or assist political parties or their agents to invest with money, the legitimate source of which cannot be explained, or with a large sum of funds owned by government agencies or state-owned enterprises, or with government contracts commission funds.

Other activities associated with money laundering may include counterfeiting, espionage, kidnapping or hostage taking, copyright infringement, entry of goods by means of false statements, smuggling, removing goods from the custody of customs officials, illegally exporting arms, etc.

I have read and understood the memorandum and confirm that my or my company's assets are legitimate and not from the above behaviours. This representation is deemed repeated every time the applicant effects payments to the Company.