



## **CLIENT AGREEMENT**

### **1. Binding Effect**

This Agreement (comprising the *RISK DISCLOSURE STATEMENT*, *NOTICE TO CLIENTS* and this *CLIENT AGREEMENT* together with the Account Application) shall remain in full force and effect until terminated in accordance with the provisions of Clause 12 hereof and shall cover, individually and collectively, all accounts of Client at any time opened or re-opened with Plotio Global Financial Limited (“the Company”) irrespective of any change or changes at any time in the personnel of the Company, its successors, assigns, or affiliates. This Agreement including all authorization, shall inure to the benefit of the Company and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Client and his/her estate, executor, trustee, administrators, legal representatives, heirs and successors. Client agrees to ratify all transactions with the Company and hereby covenants with the Company that any and all rights and obligations of Client in respect thereto shall be governed by the terms of this Agreement.

### **2. Acceptance**

This Agreement shall not be deemed effective nor shall it be considered valid and binding upon either party hereto the Company until it has been approved by the Company.



### **3. Liquidation of Accounts / Payment of Deficit Balances**

In the event of:

- (a) The death or judicial declaration of incompetence of the Client;
- (b) The filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Client;
- (c) The filing of an attachment against any of Client's accounts with the Company;
- (d) Insufficient margin, regardless of current market quotations, to secure the account;
- (e) Client's failure to provide the Company any information requested pursuant to this Agreement; or
  - Any other circumstances or developments that the Company deems appropriate for its protection, and in the Company's sole discretion, it may take one or more or any portion of, the following actions: Satisfy any obligations Client may have to the Company out of any of Client's funds or property in the Company's custody or control;
  - Sell or purchase any or all outstanding orders;
  - Cancel any (including unfinished) orders.

### **4. Risk Acknowledgement**

Client acknowledges that investments in leveraged and non-leveraged transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume the risk of loss in excess of their margin deposit. Client understands and accepts that because of the low margin normally required in trading,



price changes may result in significant losses that may substantially exceed Client's investment and margin deposit. Client warrants that Client is willing and able, financially and otherwise, to assume the risk of trading. Client agrees to hold the Company harmless from losses incurred through its trading recommendations or suggestions or those of its employees, agents or representatives. Client recognizes that guarantees of profit or freedom from loss are impossible for performance in trading. Client acknowledges that Client has received no such guarantees from the Company or from any of its representatives or any introducing agent or other approved entity with whom Client is conducting his or her account and that Client has not entered into this Agreement in consideration of or in reliance on any such guarantees or similar representations.

#### **5. Price Fluctuation Risk**

If Client directs the Company to enter into any transaction:

- (a) Any profit or loss arising as a result of a fluctuation in the price shall be borne entirely by Client;
- (b) The Company is authorized to convert funds in Client's account for margin calls into and from at a rate of exchange determined by the Company in its sole discretion on the basis of the then prevailing market rates.

#### **6. Plotio Global Financial Limited Responsibilities**

The Company shall not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other



cause beyond the Company's control. The Company shall only be liable for its actions directly attributable to negligence, willful default or fraud on the part of the Company. The Company shall not be liable for losses arising from the default of any agent or any other party used by the Company under this Agreement.

## **7. Statements and Confirmation**

Reports of the confirmation of orders and statements for the Client's account shall be deemed correct and shall be conclusive and binding upon the Client if not objected to in writing within One (1) day after transmittal to the Client by posting on the Company's platform. The Company will provide Client internet access to view Client's account at any time with online login credentials.

## **8. Communications**

Reports, statements, notices and any other communications may be transmitted to Client via the email address on Client's Application Form and on the Company's Trading Station Platform. All communications sent, whether by mail, email, or otherwise, shall be deemed transmitted by the Company when electronically submitted or deposited in the relevant postal office, or when received by a transmitting agent, and deemed delivered to Client personally, whether actually received by Client or not.

## **9. Margin Deposit and Withdrawal Arrangements**

Client shall provide to and maintain with the Company margin in



such amounts from time to time as and when it requires. Client is aware and acknowledges that the requirements for margin vary, and may be changed by the Company at any time and from time to time, at the Company's sole discretion, based upon account size, volume traded and market conditions.

Client agrees to deposit such additional margin as and when required by the Company and will promptly meet all margin requirement in such mode of transmission as the Company designates. Client agrees to pay for all charges incurred during remittance or transfer, including (but not limited to) bank commission, exchange rate difference and all other related expenses. Client is fully aware that the Company requires sufficient time to process Client's deposit and, consequently Client may not be able to use the deposit immediately as margin required for new positions or as additional margin funds. Client may sustain a loss from forced liquidation for not meeting the margin requirement, which may be greater than the initial margin required. The Company may at any time proceed to liquidate Client's account in accordance with this Agreement and any failure by the Company to enforce its rights hereunder shall not be deemed a waiver by the Company to enforce its rights thereafter. No previous margin requirement by the Company shall preclude the Company from increasing that requirement without prior notice.

#### **10. Joint Accounts**

If more than one natural person executes this Agreement as Client, all such natural persons agree to be jointly and severally liable for the obligations assumed by the Client in this Agreement.

On application, each Client shall sign on the identification



document copy for the purpose of verification. On withdrawal of funds, information amendment or closing of account, each Client shall be required to sign on the form provided by the Company. The form should be completed with all details requested by the Company, including confirmation of the following:

- (a) The liability and obligations of each joint account holder shall be joint and several and reference to the Client shall be construed, as the context requires, to any or each of them;
- (b) Each joint account holder singly has authority to deal in the account, including but not limited to executing trades pursuant to this Agreement, to receive all correspondence and documents in respect of the account;
- (c) Each joint holder singly has authority to receive or withdraw money from the account;
- (d) Each joint holder single has authority to execute agreements relating to the account, and to deal with the Company fully. The Company has the authority and reserves the right to require joint action by the parties of the account in matters of the account.

The Client acknowledges and accepts that the Company shall hold the account as security for the liabilities of all the joint account holders whether individually or jointly. If death occurs to one or more joint account holder, the Company shall be notified in writing and satisfactory proof of a death must be provided. All expenses due at the date of notification shall be charged to the account. Each joint account holder is presumed to have an equal share.





## **11. No Waiver or Amendment**

No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by both Client and an authorized officer of the Company.

No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by the Company or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable.

## **12. Termination**

This Agreement shall continue in full force and effect until termination, and may be terminated by Client at any time when Client has no open position(s) and no liabilities held by or owed to the Company upon the actual receipt by the Company at its office of written notice of termination, or at any time by the Company upon the transmittal of written notice of termination to Client, effective as of the close of business on the day the notice is sent to the Client. Such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement nor shall it relieve Client of any obligations arising out of any deficit balance.

## **13. Indemnification**

Client hereby agrees to indemnify and hold the Company, its affiliates, employees, agents, successors and assigns harmless from



and against any and all liabilities, losses, damages, costs and expenses, including attorney fees, incurred by the Company arising out of Client's failure to fully and timely perform Client's obligations herein or should any of the representations and warranties fail to be true and correct. Client also agrees to pay promptly to the Company all damages, costs and expenses, including attorney's fees, incurred by the Company in the enforcement of any of the provisions of this Agreement. Furthermore, the Company shall not be held liable for and is released from all claims and losses incurred in such regard if (and to the extent that) the claim or loss was caused or contributed to by:

- (a) Client's conduct: The actions or omission to act on the part of Client or any person authorized by the Client to act on its behalf;
- (b) Forged signature: Forged or unauthorized signatures on any document in connection with Client's account or this Agreement;
- (c) Malfunctions: System malfunction, equipment failure (whether Client's or the Company's equipment), system interruption or system unavailability;
- (d) Delay: Delay, failures or errors in implementing any instruction; and
- (e) Information: Inaccurate or incomplete instructions received by the Company from Client.

#### **14. Trading Recommendations**

Client acknowledges and accepts that:

- (a) Such recommendation and information may be incomplete and may be unverified, and
- (b) The Company makes no representation, warranty or





guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to Client.

## **15. Client Representations and Warranties**

Client represents and warrants that:

- (a) Client is of sound mind, legal age and legal competence; and,
- (b) No person other than Client and or Client's joint account holder has or will have an interest in Client's account(s); and
- (c) Client hereby warrants that regardless of any subsequent determination to the contrary, Client is competent to trade; and
- (d) All information provided by the Client is correct, true and complete as of the date hereof and Client will notify the Company promptly of any changes in such information.

## **16. Disclosure of Financial Information**

Client represents and warrants that the financial information disclosed to the Company is an accurate representation of Client's current financial condition. Client further represents and warrants that in determining the Client's net worth, assets and liabilities were carefully calculated then liabilities were subtracted from assets to determine the value that the Client has included in the financial information as net worth. Client represents and warrants that in determining the value of assets, Client included cash and or cash equivalents, marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable assets. Client represents and warrants that in determining the value of liabilities. Client included notes payable to banks, notes payable to relatives, real estate mortgages payable



(excluding primary residence) and other debts. Client represents and warrants that in determining Client's liquid assets, Client included only those assets that can be quickly (within ~~24~~ one day's time) converted to cash. Client represents and warrants that Client has very carefully considered the portion of Client's assets which Client considers to be risk capital. Client warrants and represents that risk capital is the amount of money Client is willing to put at risk and if lost would not, in any way, change Client's lifestyle. Client agrees to immediately inform the Company if Client's financial condition changes in such a way to reduce Client's net worth, liquid assets and or risk capital.

#### **17. No Guarantees of Profits or Limited Losses**

Client warrants and represents that Client has no separate agreement with Client's broker or any Company employee or agent regarding the trading in Client's account, including any agreement to guarantee profit or limit losses in Client's account. Client agrees that Client is under an obligation to notify the Company immediately in writing as to any agreement of this type. Further, Client agrees that any representations made by anyone concerning Client's account that differ from any statements Client receives from the Company must be brought to the attention of the Company immediately in writing.

Client understands that Client must authorize every transaction prior to its execution.

#### **18. Recordings**

Client agrees and acknowledges that all conversations regarding



Client's account(s) between Client and Company personnel may be electronically recorded with or without the use of an automatic tone-warning device. Client further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Client or the Company. Client understands that the Company deletes such recordings at regular intervals in accordance with Plotio Global Financial Limited's established business procedures and Client hereby consents to such deletion.

### **19. Amendments to the Agreement**

Client understands, acknowledges and agrees that the Company may amend or change the terms of this Agreement from time to time. The Company will provide notice to Client of any such amendment or change by posting same on the Company's website. Client shall be responsible for regularly reviewing these terms and conditions for any modifications and agrees to be bound by same.

### **20. Assignment of Rights**

The Company may assign all or part only of its rights and obligations under this Agreement to any person without the prior consent or approval of the Client.

### **21. High Risk Investment Notice**

In addition to standard industry disclosures contained in this Agreement, Client should be aware that margined trading is one of



the riskiest forms of investment available in the financial markets and is only suitable for sophisticated investors and institutions. An account with the Company permits you to trade on a leveraged basis. Given the possibility of losing an entire investment, speculation in the market should only be conducted with risk capital that if loss will not significantly affect Client's personal or institutional financial well-being.

If Client has pursued only conservative forms of investment in the past, Client may wish to study trading further before continuing and investment of this nature.

Client must realize that Client could sustain a total loss of all funds Client deposits with the Company as initial margin as well as substantial amounts of capital, when trading, should the market go against Client's investment. If Client wishes to continue with Client's investment, Client acknowledges that the funds Client has committed are purely risk capital and loss of Client's investment will not jeopardize Client's style of living nor will it detract from Client's future retirement program. Additionally, Client fully understands the nature and risks of investments, and Client's obligation to others will not be neglected should Client suffer investment losses.

## **22. . Email Acknowledgement**

Client acknowledges that it is Client's obligation to immediately notify the Company if there is a change in Client's electronic mail address, or other location to which the electronic records



may be provided.

### **23. Address Acknowledgement**

Client acknowledges that it is Client's obligation to notify the Company of any changes of correspondence address.

### **24. Consent to Electronic Transmission of Confirmations and Account Statements**

Client hereby consents to have Client's account information and trade confirmations available on the Company's platform in lieu of having such information delivered to Client via mail or email. Client will be able to access account information via the Company platform using Client's account login information to access the account. the Company will post all of Client's account activity and Client will be able to generate reports of account activity. Updated account information will be available no longer than twenty-four hours after any activity takes place on Client's account. Posting of account information on Client's online account will be deemed delivery of confirmation and account statements. At all times, account information will include trade confirmations with ticket numbers, purchase and sale rates, used margin, amount available for margin trading, statements of profits and losses, as well as positions and pending order instructions. Client may revoke this consent at any time upon written notice to Plotio Global Financial Limited.

### **25. Privacy Policy**



The Company's Privacy Policy is constructed to protect Client's right under the Personal Data (Privacy) Ordinance, and to facilitate opening and maintaining accounts. The Company is committed to safeguarding the personal information that is provided to it by the Client. The Company does not disclose any non-public information except as permitted or required by law.

When Client applies for or maintains an account with the Company, personal information about Client is collected for business purposes, such as evaluating Client's financial needs, processing Client's requests and transactions, informing Client about products and services, providing financial service in general, and in the process of verifying the client's identity, a regulatory requirement. The personal information collected by the Company about the Client includes:

- a. Information provided on the Company's application and other forms, such as name, address, and date of birth, occupation, assets, and income.
- b. Information about Client's transactions with the Company and its affiliates.
- c. Information received from consumer reporting agencies.
- d. Information provided by Client to verify identity such as a government document, passport, or driver license.

The Company limits access to personal information to those employees who need to know in order to provide Client with products and services. Electronic access to personal information in the system is also limited to new accounts and credit personnel. These procedural safeguards are designed to protect non-public





information. The Company does not rent or sell Client names or personal information to third parties.

**In the event of any inconsistency between the English and Chinese version, the English version shall prevail.**