



Customer Agreement

This agreement is legally binding. Please read the following terms and conditions and the risk disclosure statement provided to the client carefully before signing this agreement. By submitting your application form electronically on PT FINTECH's website, you are confirming your acceptance of the terms and conditions of the Agreement. When we open an account for you, you will be bound by the Agreement in all transactions with us. Contracts arising from transactions with us under the Agreement are legally binding and enforceable.

You should understand that when trading spot gold, silver, foreign exchange, futures contracts, indices and other products, you have the opportunity to make a profit, but you may also suffer a loss, which in adverse trading conditions may exceed the amount of the initial margin deposit.

The price movements of trading products such as spot gold, silver, foreign exchange, futures contracts, and indices are subject to a variety of unpredictable and worldwide factors. When the price changes significantly, the market or the relevant regulatory authorities may take certain actions, which may result in customers not being able to settle loss-making trading contracts in a timely manner. Although PT FINTECH 's staff and representatives are always aware of market fluctuations, they cannot guarantee the accuracy of their forecasts or that losses will not exceed a certain limit.

You must read the Client Agreement in its entirety and we recommend that you seek independent professional advice. Without limitation, we specifically draw your attention to those terms and conditions relating to Margin, our right to prohibit and/or close contracts and the terms and conditions relating to termination of this Client Agreement and closure of your account.

This document is provided by PT FINTECH ("we, us, our"). Terms used in this Client Agreement have specific meanings and you should refer to clause 21 "Interpretation".

1. Interpretation

Unless the contrary intention appears, references in this Client Agreement to.

- a. (singular includes plural) singular includes plural and vice versa.
- b. (A document (including this Agreement) includes any changes or replacements to that document.
- c. (Law) means the laws of the Republic of Vanuatu, as interpreted and enforced in accordance with the laws of the Republic of Vanuatu.
- d. (Person) The term "person" includes an individual, company, body corporate, partnership, joint venture, unincorporated body or organization, or any governmental agency.

- e. An agreement, representation or warranty (by two or more persons) in favor of two or more persons is for the benefit of each such person jointly and severally.
- f. Agreements, representations or warranties made (jointly and severally) by two or more persons that bind each such person jointly and severally.
- g. (Group of persons) A group of persons or things means any two or more of those persons or things, jointly and severally.
- h. (USD) Dollar, US dollar, or\$ refers to the legal tender of the United States.
- 1. (Time Calculation) If a period begins on a given date or on the date of an act or event, the calculation of that period does not include that date.
- j. A day (referred to as a day) shall be construed as the period beginning at midnight and ending 24 hours later.
- k. (Accounting terminology) Accounting terminology means accounting terminology used in accordance with accounting standards of the Companies Act or, if not inconsistent with such standards, accounting principles and practices generally accepted in the Republic of Vanuatu.
- 1. (The meaning is not limited.) Words such as "includes," "contains," "for example," or "as" are used to refer to When an example is used, it does not restrict the meaning of the word to which the example or similar example relates.
- m. (referring to anything) anything (including any amount) means the whole and every part of that thing.

If an event agreed by the Customer must occur on a Prescribed Date which is not a Business Day, such Prescribed Date shall be deemed to be the next Business Day.

The headings (including the headings in parentheses at the beginning of each paragraph) are for convenience only and do not affect the interpretation of the Customer Agreement.

2. Application

- 2.1 You must complete the application form to open an account. Applications will be accepted at our sole discretion.
- 2.2 There may be other disclosure documents (including our website) that explain the basis of our dealings with you, but are not part of the Client Agreement.

3. Expiration date

- 3.1 This Client Agreement shall commence upon completion of the steps set out in clause 1 and shall continue until terminated in accordance with this Client Agreement.

4. Anti-money laundering legislation

- 4.1 You acknowledge that we may from time to time request further information from you in order to comply with the Anti-Money Laundering and Counter-Terrorism Financing Act. By entering into this Client Agreement, opening an account and trading with us, you undertake to provide us with all additional information and assistance that we may reasonably request in order to comply with the AML/CFT Laws. You also warrant that.
- a. You do not know and have no reason to doubt.
 - (i) the funds held to finance your transaction have been or will be derived from or in connection with any money laundering, terrorist financing or other illegal activity, whether or not prohibited by the laws of the Republic of Vanuatu, international law or conventions or agreements.
 - (ii) the proceeds of your investment will be used to finance any illegal activities; and
 - b. Neither you nor, in the case of the Company, your directors are political persons or organizations as used in the Anti-Money Laundering and Anti-Terrorism Rules 2007(1).

Credit and Identity Check

- 4.2 You shall permit us or our Managing Agent to conduct credit and identity checks, including money laundering, compliance with regulatory reports and fraud prevention checks as we reasonably consider necessary or desirable, including making enquiries of your bank or any credit rating agency. You agree that any third party we use for this purpose may share any information about you with us and other organizations.

5. Account

Account Nature

- 5.1 An Account is a record or series of records maintained by us (or on our behalf) showing the advice and referrals given to you at any time.

6. Fees

- 6.1 You must pay the applicable fees to us.
- 6.2 We may change these fees without notice when changes are made in your favour or due to external circumstances beyond our control. Such circumstances include.
- a. Changes in the relationship with our external service providers, which in turn affects our fee structure.

- b. Changes in commissions and brokerage fees charged by market makers or other third party vendors.
- c. market conditions (including competitive behavior) mean that it is prudent for us to change our fees; or
- d. We have to change our general fee and pricing structure for commercial reasons; or
- e. A material change in your personal circumstances.

7. Customer warranty and representation

7.1 You and each Guarantor (if applicable) warrant and represent that.

- a. There are no legal impediments to your performance of the Client Agreement that prevent you from performing or are subject to any relevant laws or regulations.
 - b. The information you have provided to us is complete, accurate and not misleading in any material respect.
 - c. You have obtained all necessary consents and are entitled to enter into this Client Agreement.
 - d. You are subject to all laws to which you are subject.
 - e. You will be able to pay your debts as they fall due and will not go bankrupt.
 - f. Except as stated in the Application Form, you are not acting as a trustee of a trust in respect of your Account.
 - g. There are no ongoing uncorrected violations.
 - h. There are no pending actions or claims, the adverse determination of which could have a material adverse effect on your or the guarantor's ability to perform your obligations under the Client Agreement or on the rights granted to us.
- 1. In case of corporate bodies.
 - (i) it is duly authorized and legally subsisting under the laws of the jurisdiction in which it is incorporated.
 - (ii) it has been duly authorized and has obtained the necessary corporate or other authority in accordance with its constitution and organization.
 - (iii) it shall not be entitled to claim any general immunity or release for itself or any of its assets or income from suit, execution, attachment or other proceedings in connection with its obligations under the Client Agreement on sovereign or other grounds.
 - (iv) it complies with all laws to which it is subject, including but not limited to all tax laws and regulations, foreign exchange control requirements and registration requirements.

8. Undertake and acknowledge your and Guarantor's undertakings.

- 8.1 You should notify us of any changes to the details you have provided in the Application Form and any material or anticipated changes to your financial position that may affect the basis on which we do business with you.
- 8.2 You should notify us if any warranty or representation made by you or the Guarantor is or becomes incorrect or misleading.
- 8.3 to provide us with such financial or other information about you or the Guarantor as we may reasonably request from time to time.

9. Indemnification and Liability Waiver Indemnification

- 9.1 You shall indemnify us against any liability or loss (including indirect loss) arising from, and any related costs incurred in connection with.
 - a. We act in good faith in accordance with a facsimile, telephone, email or written instrument indicating that it is from your office or from an authorized person in connection with a Client Agreement; or
 - b. You are in breach of this Client Agreement.
 - c. Acts done by us pursuant to any instruction, request or demand of any regulatory body or governmental authority; you agree to pay amounts due under the terms of this indemnity upon our request.
- 9.2 This indemnity shall survive the termination of the Client Agreement and any transaction under this Client Agreement.

Indirect Loss

- 9.3 We are not responsible for indirect losses that occur as a side effect of the primary loss and for damages that were unforeseeable to you and to us. We shall not be liable to you for losses incurred by you which we foresee as a result of the possibility of your expressed loss or any special circumstances.

Appointment and removal of responsibility except

- 9.4 We shall not be liable for any loss or expense arising from.
 - a. Any action we may take under this Client Agreement (so long as we act within the terms of this Client Agreement and, in particular, as reasonably required by the circumstances to do so).
 - b. any claim, loss, expense, cost or liability suffered or incurred by you, except to the extent that such loss, expense, cost or liability is suffered by you as a result of our breach of this Client Agreement, negligence or wilful default; and
 - c. Exercise or attempt to exercise, fail to exercise or delay in exercising rights or remedies under the Client Agreement.

- d. You hereby acknowledge that no investment research report or other information provided by any dealer, its advisors, officers or employees constitutes any recommendation, advice or recommendation. Any investment decisions made by you are based solely on your own assessment of the financial situation and investment objectives. Neither the Dealer, its sponsors, officers or employees can guarantee the timeliness, accuracy, completeness and reliability of the information or materials provided by them and you agree that neither the Dealer, its sponsors, officers or employees shall have any responsibility for any information or materials provided by them, whether or not such information is provided in response to your request.
- e. We shall not be liable to you for any loss or damage arising from any delay or failure in the transmission of your instructions due to the suspension or failure of communication facilities or any other cause beyond our reasonable control and foreknowledge.

10. Online Trading

- 10.1 Since the reception of signals over the Internet, the network, the equipment, the system settings or the reliability of the connection are beyond our control, we cannot be held responsible for any communication failures, inaccuracies or delays in trading over the Internet. In order to protect the fairness of online trading and the rights of our customers, we do not accept any use of loopholes or failures in the operation of our platform to place orders. We reserve the right to make necessary changes and adjustments to the accounts involved in the above transactions. We reserve the right to withhold withdrawals until the above problem can be resolved.
- 10.2 Transactions conducted through the Electronic Trading System may not only be different from transactions in the open outcry market, but you will be exposed to the risks associated with the Internet system, including hardware and software failures. System failures may cause your orders to be difficult or impossible to execute in accordance with your instructions.
- 10.3 You undertake to keep the Trading Password in strict confidence and shall be fully responsible for any accidental or intentional or unauthorized disclosure of the Trading Password to any third party. Any person who provides us with the Trading Password for such Trading Account shall be deemed to be authorized and irrevocably bound to the Client. The Client acknowledges that there is a risk that the Trading Password may be misused or used for unauthorized purposes by unauthorized persons and agrees to fully assume such risk and fully indemnify us against all consequences arising from such risk. The Client shall notify us immediately if the Client learns or suspects that the Trading Keyword has been leaked to any unauthorized person or that any unauthorized instruction has been given.

11. Intermediary Disclosure

- 11.1 PT FINTECH does not supervise the activities of the intermediary and therefore is not responsible for any statements made by the intermediary. All intermediaries are not employees or agents of PT FINTECH and their identities are completely separate from PT FINTECH 's. Direct agreements between PT FINTECH and intermediaries do not create joint ventures or partnerships.
- 11.2 We have no control over, nor do we endorse or guarantee the accuracy or completeness of any information or advice you have received or will receive from an intermediary or any other person who is not an employee of PT FINTECH in connection with trading products such as spot gold, silver, foreign exchange, futures contracts, indices, etc. PT FINTECH shall not be liable for any loss incurred by you as a result of the use of any information or advice provided by an intermediary or any other third party to the Client in connection with trading products such as spot gold, silver, foreign exchange, futures contracts, indices, etc. The client understands that the intermediary or various third parties, including sellers of trading systems, courses, research or recommended sellers may or may not be regulated by government agencies.
- 11.3 If you have previously been advised or believe that the use of any third party trading system, course, program, or research or advice provided by an intermediary or other third party will result in profitable trading, you hereby acknowledge and understand that all trading in products such as spot gold, silver, foreign exchange, futures contracts, indices, etc., including trading through any third party trading system, program, or research or advice provided by an intermediary or other third party Trading through any third party trading system, program, or research or advice provided by an intermediary or other third party involves a substantial risk of loss. In addition, you hereby acknowledge and understand that trading in all products such as spot gold, silver, foreign exchange, futures contracts, indices, etc., including trading through any third party trading system, course, program, or research or advice provided by an intermediary or other third party does not necessarily result in profit, risk avoidance or risk limitation.
- 11.4 PT FINTECH does not endorse or guarantee the services provided by an intermediary. As the intermediary is not our employee or agent, it is your responsibility to verify and critically evaluate the intermediary before using its services, but PT FINTECH shall not be liable for any risk or actual loss arising therefrom.

12. Price, execution process and trading platform manipulation

PT FINTECH strictly prohibits any form of manipulation of its prices, execution and platforms. If we suspect that any account is being manipulated, we reserve the right to investigate and audit the account and to deduct any profits earned from the activity from the suspected account.

The Company reserves the right to make necessary corrections or adjustments to the relevant accounts.

In the case of accounts suspected of manipulation, the Company may, at its absolute discretion, approve orders and or terminate the account of the client concerned. Any disputes arising from manipulation will be resolved at the Company's absolute discretion. The Company may, in its absolute discretion, decide to report the incident to any relevant regulatory or enforcement agency without notifying the relevant customer of the incident report. Any action or resolution stated herein does not release or prejudice any rights or remedies the Company may have against its customers and its employees.

13. You and Our Past

- 13.1 You agree to provide us with any instructions that we may request in a timely manner. If you do not provide us with instructions in a timely manner, we have the absolute discretion to take such steps as we consider necessary or appropriate for our own protection or yours, at your expense. This also applies if we are unable to contact you.
- 13.2 If you are more than one person (e.g. joint account holder), then.
- a. The liability of each such person is joint and several.
 - b. we may act on instructions received from any person who is (or appears to us to be) that person, whether or not that person is an Authorized Person; and
 - c. Any notice or other communication provided by us to any one person shall be deemed to have been provided to all such persons.

14. Foreign Account Tax Compliance Act

means the Foreign Account Tax Compliance Act promulgated by the United States of America (the "U.S."), which will become effective on July 1, 2014 and will be updated from time to time with amendments, including.

- a. Any intergovernmental agreements, memoranda of understanding, commitments and other arrangements between the Government and the Regulator in connection with the Internal Revenue Code of 1986 (including any intergovernmental agreements, memoranda of understanding, commitments and other arrangements entered into by the Government of the Republic of Vanuatu).
 - (i) an agreement between PT FINTECH and the Internal Revenue Service (the "IRS") or other regulatory agencies under or in connection with the Internal Revenue Code of 1986; and
 - (ii) under any law, regulation, rule, interpretation or practice adopted by any of the foregoing in the United States, the Republic of Vanuatu or elsewhere.

You acknowledge and agree that, notwithstanding any other provision of this Agreement.

In order to comply with the Foreign Account Tax Compliance Act or any other foreign law requirements, you agree and authorize PT FINTECH to have the sole and absolute discretion to withhold or deduct from your account any amount (which may be up to 30% of the total transaction amount and/or such other amount as may be required by the IRS from time to time) and to charge any fees derived from such withheld amount.

You acknowledge that under no circumstances will PT FINTECH be liable for any loss or damage arising from any withholding or deduction required under the Foreign Account Tax Compliance Act or any other foreign law.

15. Guarantee and Indemnity Guarantor Requirements

- 15.1 You are obliged under the Client's Agreement to.
 - a. if you (including the Trustee) are a company, by each of the directors of that company; and
 - b. In any other case, at our absolute discretion, a guarantor guarantee will be required.

Consideration

- 15.2 The Guarantor acknowledges that we are relying on the Guarantor's obligations and rights under the terms of this Guarantee and Indemnity.

Guarantee

- 15.3 The Guarantor unconditionally and irrevocably guarantees to us compliance with your obligations under the Client Agreement, including each obligation to make payments and charges.

- 15.4 If you do not comply with such obligations on time and in accordance with the Client's agreement, the Guarantor agrees to comply with such obligations at our request. The request may be made whether or not we make it to you.

Indemnity

- 15.5 The Guarantor shall indemnify us against any liability or loss and any costs incurred by us arising out of.
- a. you do not comply or fail to comply with your obligations in relation to the Client Agreement (including obligations to make payments); or
 - b. your obligations under the Client Agreement (including the obligation to make payments) are found to be unenforceable; or
 - c. the obligations of the Guarantor under Clause 19.3 are found to be unenforceable; or
 - d. Representations or warranties made by you in connection with the Client Agreement are found to be incorrect or misleading at the time they were made or deemed to have been made.
- 15.6 The Guarantor agrees to pay the amounts due and payable under Clause 15.3 on our request.
- 15.7 We shall not be required to incur expenses or make payments prior to exercising this indemnity.

Extent of Guarantee and Indemnity

- 15.8 Notwithstanding any interference with payment, liquidation or otherwise, the guarantee in clause 15.3 is a continuing obligation and extends to all your obligations in relation to the Client Agreement. The Guarantor waives any right it may have to require us to institute legal proceedings or exercise any other rights against you or any other person before claiming against the Guarantor under this Guarantee and Indemnity.

Recognition

- 15.9 Guarantor acknowledges that prior to the entering into of this Guarantee and Indemnity, it.
- a. be provided with a copy of the Client Agreement (and all documents giving rise to your obligations in relation to the Client Agreement) and be given full opportunity to consider its terms; and
 - b. Any other person responsible for keeping itself informed of your financial position and for guaranteeing any obligations you may have in connection with the Client Agreement.

Payment

- 15.10 The Guarantor agrees to make payments in accordance with the terms of this Guarantee and Indemnity as follows.
- a. in full and without set-off or counterclaim, and without any withholding or deduction (except as prohibited by law); and
 - b. Payments are made in the currency of the amounts due and payable or in U.S. dollars, and are made with immediately available funds.
- 15.11 If the Guarantor makes a payment subject to any withholding or deduction, the Guarantor agrees to pay us an additional amount to ensure that the amount we actually receive is equal to the full amount we would have received in the absence of the withholding or deduction.

Our rights are protected

- 15.12 The rights provided to us under this Guarantee and Indemnity and the Guarantor's obligations thereunder shall not be affected by any act or omission of us or any other person. For example, such rights and obligations shall not be affected by.
- a. Any act or omission with respect to.
 - (i) Changing or replacing Customer Agreements.
 - (ii) release you from your obligations or make concessions to you (such as more time to make payments).
 - (iii) release any person who has given a guarantee or indemnity in respect of any of your obligations.
 - (iv) make a Person a Guarantor after the date of this Guarantee and Indemnity.
 - (v) may render unenforceable the obligations of any person with respect to any of your obligations under the Guarantee (including obligations under the terms of this Guarantee and the Indemnity)
 - (vi) cause any person who intends to guarantee any obligation not to do so, or to refrain from doing so in practice.
 - (vii) to the extent that the Co-Bonding or Co-Indemnifying Person(s) is/are exempt under the Client Agreement or by operation of law.
 - (viii) any person who deals in any way with the Client Agreement or the terms of this Guarantee and Indemnity.
 - (ix) the death, mental or physical disability, or liquidation, receivership or bankruptcy of any person (including you or a guarantor); a change.
 - (x) our or any other person's acquiescence or delay
 - (xi) any error in the membership, name or business of any person.

Suspension of Guarantor's Rights

15.13 Insofar as compliance with any obligation is or may be required in connection with the terms of this Guarantee and Indemnity, the Guarantor shall not, without our consent,

- a. reduce its liability under the terms of this Guarantee and Indemnity by asserting that you or the Guarantor or any other person has a right of set-off or counterclaim against us; or
- b. exercise any statutory right to assert the right to benefit from the interest of another Guarantor, indemnity, mortgage, charge or other encumbrance made in connection with such Customer Agreement, or any other amount payable under the terms of this Guarantee and Indemnity; or
- c. claim any money from you or another guarantor (including a person who has signed an application form as a "guarantor") under the right of indemnity; or
- d. Claims in the liquidation, receivership or bankruptcy of you or another guarantor of any of your obligations (including a person who has signed an application form as a "guarantor").

16. Amendment and Termination

16.1 You agree that the version of this Client Agreement published on our Website at the time of provision of the Services governs those Services.

16.2 We may amend or replace this Client Agreement. Notification of changes will be effective when the new version is posted on our website.

16.3 You may terminate the Client Agreement in the following ways.

- a. Terminate immediately by giving written notice to us.
- b. Upon the occurrence of an event of default, or for our protection, immediately terminate without further notice to you.

16.4 We may terminate the Customer Agreement in one of the following ways.

- a. terminate at any time by giving you 7 days' notice; or
- b. Upon the occurrence of an event of default, or for our protection, immediately terminate without further notice to you.

16.5 Upon termination of the Client Agreement, in accordance with the Client Agreement.

- a. Any indemnity granted by you.
- b. Guarantees and indemnities granted under Section 15.

- c. All confidentiality obligations of you and the Guarantor.
- d. representations and warranties made by you and the Guarantor; and
- e. We exclude any liability.

and any other rights or obligations you had prior to the termination of the Client Agreement shall continue in full force and effect.

17. Force majeure

Failure to perform

- 17.1 PT FINTECH shall not be liable for any delay or failure to perform its obligations under this Client Agreement if such delay is due to force majeure (except for obligations to pay amounts accrued prior to the force majeure).
- 17.2 If a party's delay or failure to perform its obligations is caused or expected by force majeure, the performance of PT FINTECH 's obligations shall be suspended.
- 17.3 If either party delays or fails to perform its obligations for more than 5 business days due to force majeure, PT FINTECH may terminate the Customer Agreement immediately by giving written notice to the other party.
- 17.4 We shall not be liable for any failure or delay in the performance of our obligations due to any cause beyond the control of PT FINTECH, including but not limited to fire, storm, act of God, riot, strike, lock-out, war, governmental control, local or international restrictions or prohibitions, technical failure of any equipment, electronic failure, power failure or any other cause of abnormal movement of the spot price of gold and silver, closure of international or local markets or any other cause affecting our operations. We shall not be liable for any failure or delay in the performance of our obligations due to any technical failure of equipment, electronic failure, power failure or any other cause of abnormal movements in the spot price of gold and silver, closure of international or local markets or any other cause affecting our operations.

Notification

- 17.5 As far as practicable, we will take reasonable steps to notify you before we take any action we intend to take under clause 16. If it is not practicable to give you prior notice, we will notify you in a timely manner after taking any such action.

Responsibility

- 17.6 We shall not be liable to you for any failure, hindrance or delay in the performance of our obligations under this Agreement or for taking or omitting to take any action under this Clause 17 if we determine that force majeure exists.

18. Dispute Resolution

- 18.1 All rights, obligations and liabilities arising out of this Agreement and the Client Agreement shall be governed by and construed in accordance with the laws of the Republic of Vanuatu.
- 18.2 You and PT FINTECH hereby irrevocably submit all matters arising out of this Agreement to the jurisdiction of the non-exclusive courts of the Republic of Vanuatu.
- 18.3 PT FINTECH and you also agree that any dispute, controversy or claim arising out of or in connection with this contract, breach of termination or invalidity of the contract shall be dealt with by first mediation and then arbitration.

19. General Terms and Conditions How We Exercise Our Rights

- 19.1 We may exercise our rights or remedies or give or refuse consent in any way we consider appropriate (including by imposing terms).
- 19.2 If we do not exercise a right or remedy in full or at a given time, we may still exercise it subsequently.
- 19.3 Our rights and remedies under the Client Agreement are in addition to any other rights and remedies conferred by law (independent of the Client Agreement). We may enforce our rights and remedies in any order we choose.

Recovery of rights

- 19.4 Under the law relating to liquidation, receivership, bankruptcy or creditor protection, a person may assert that a transaction (including a payment) agreed to by the relevant client is void and voidable. If a claim is made and upheld, admitted or compromised, then.
- a. we are immediately entitled to the rights against you and the Guarantor under the Client Agreement immediately prior to the Transaction; and
 - b. At our request, you and the Guarantor agree to do anything (including signing any documents) to reinstate any rights (including guarantees) that we held immediately prior to the transaction.

No consolidation

- 19.5 Our rights under the Client Agreement are in addition to and not in conjunction with or affected by any mortgage, charge or other encumbrance held by us, or any other obligation of yours or of the Guarantor to us, notwithstanding any rule of law or equity or any statutory provision to the contrary.

Further Measures

- 19.6 You agree to do anything we ask you to do (such as obtaining consent, signing and submitting documents and completing and signing documents).
- a. to bind you and any other person intended to be bound by the Client Agreement.
 - b. to indicate whether you are complying with this Agreement.

Exemptions

- 19.7 The terms of or rights created under the Client Agreement shall not be waived or varied except in writing and signed by the party or parties to be bound.

Transfer

- 19.8 You may not assign any of your rights under this Client Agreement or delegate any of your obligations under this Client Agreement to any person without our prior consent.
- 19.9 We may assign or delegate any of our obligations under this Client Agreement to any person by giving you not less than 7 Business Days' notice.
- 19.10 Notwithstanding anything to the contrary in this Client Agreement, we may disclose information about you and your relationship with us to any actual or potential assignee or transferee referred to in clause 19 of this Client Agreement as we think fit.

Inconsistent with the law

- 19.11 To the extent permitted by law, in the event of any inconsistency between the Client's Agreement and any law, the Client's Agreement shall prevail.
- 19.12 Invalid, illegal or unenforceable provisions of the Client's Agreement shall only be invalid to the extent of the invalid, illegal or unenforceable portion thereof, but the remaining provisions shall not be affected thereby.
- 19.13 Our rights under the Client Agreement and your obligations under the Client Agreement shall not be affected by anything that could legally affect them.

- 19.14 Any existing or future legislation the operation of which would alter your obligations in relation to the Client Agreement and which would result in our rights, powers or remedies being adversely affected is excluded, unless its exclusion is prohibited by law or invalid.

Notices and other communications

- 19.15 All notices, certifications, consents, approvals, waivers and other communications relating to the Client Agreement, unless otherwise expressly stated in the Client Agreement.
- a. This must be done in writing or in such other manner as we may specify from time to time.
 - b. It must be signed by the sender (in the case of an individual) or by an authorized person of the sender.
 - c. Receipt will be deemed to have been received in the following cases.
 - (i) if delivered in person, sent by mail or fax - when delivered, received or left at the address last notified by the recipient.
 - (ii) if sent by email - when the sender receives an automated message confirming delivery, or four hours after delivery (as recorded by the sender's equipment that sent the email), unless the sender receives an automated message indicating that the email has not been delivered.
- 19.16 We may, to the extent you authorize, send communications to your Authorized Person in accordance with the Client Agreement.
- 19.17 Communications are effective upon receipt (as described in clause 19.IS(c)) unless a later effective time is specified in the Communication.

Confidential

- 19.18 **Each party agrees not to disclose any information provided by the other party that is not publicly available (including the existence or content of a Client Agreement) unless.**
- a. with the consent of the party providing the information (consent shall not be unreasonably withheld); or
 - b. If permitted or required by law or customer agreement, or by regulatory authority.
 - c. in connection with any legal proceedings relating to the client's agreement.
 - d. to any person in connection with the exercise of rights or the processing of rights or obligations under the Client Agreement (including preparatory measures such as negotiations with any potential assignee or other person who is considering entering into an agreement with us in connection with the Client Agreement).

Indemnity

- 19.19 Any indemnity in the Client Agreement is a continuing obligation, independent of your other obligations under the Client Agreement, and shall survive the end of the Client Agreement. We shall not be required to incur expenses or make payments before exercising our right of indemnity under the Client Agreement.

Corresponding section

- 19.20 This Agreement may contain multiple copies, each signed by one or more of the parties to the Agreement. In such a case, the signed copies shall be deemed to constitute one document.

20. Privacy

- 20.1 Before completing the Application Form, you should read any disclosure documents we provide to you and this Client Agreement. The Application Form asks you to disclose personal information and explains how we collect personal information and then how we maintain, use and disclose that information.**

- a. We collect personal information from you in order to process your application and, if your application is accepted, to manage your investment and provide you with services in connection with your investment. If you do not provide us with your personal information, we may not be able to process your application or provide you with the Services.
- b. In order to do so, we may disclose your personal information on a confidential basis to agents, contractors or third-party service providers who provide services to us in connection with this Client Agreement, but only for the purpose of providing those services.
- c. We may also disclose your personal information to regulatory authorities and third parties as required or authorized by law.
- d. We may also use your personal information to inform you of other products and services offered by us or by other companies with which PT FINTECH is associated, and we may disclose your personal information to such companies for this purpose.
- e. We will also disclose your personal information to your financial advisor.
- f. You acknowledge that it may be necessary to transfer your information to persons in other countries who provide services to us and you consent to such transfer.

- 20.2 If you do not consent to our use or disclosure of your personal data in the manner set out in clause 20.1d) and clause 20.1e) above, please contact us. It is particularly important that you contact us because by applying for an account, you will be deemed to have consented to such use and disclosure. In order to provide our services to you, we must use and disclose your personal data in the manner set out in paragraphs 20.1a) to 20.1c) above.
- 20.3 In most cases, you will have access to the personal data we hold about you. We may charge a fee for access based on the cost of providing the information. We aim to ensure that the personal data we hold about you is accurate, complete and up-to-date. To help us achieve this goal, please contact us if any of the details you provide change. If you have any concerns about the completeness or accuracy of the information we have about you, we will take steps to correct them.
- 20.4 We may record all conversations with you and monitor and retain records of all emails sent from or to us. All such records are our property and may be used by us.

21. Interpretation

Throughout the client agreement.

(Account)	means the account you have opened with PT FINTECH in accordance with this Client Agreement.
((Anti-Money Laundering and Anti-Terrorist Financing Act))	means the Anti-Money Laundering and Anti-Terrorist Financing (Financial Institutions) (Amendment) Act 2018 and any related statutes, regulations and instruments.
(Applicable Law)	All laws, procedures, standards and codes of practice applicable to PT FINTECH and PT FINTECH products and applicable laws or regulations of any other country, and including all relevant rules of government agencies, exchanges, trading and clearing associations and self-regulatory organizations.
(Application)	means that you apply to us for an Account in accordance with the terms of this Client Agreement, any Disclosure Document and the Application Form.
(Application form)	refers to the application form available on our website.

(Authorized Person)	means such person(s) whom you have informed us that you have authorized to give instructions to us.
(Business Day)	means a day (excluding Saturdays, Sundays or public holidays) on which banks in the Republic of Vanuatu are open for general banking business.
(Customer)	A potential or existing customer of PT FINTECH.
(Client Agreement)	The agreement between you and PT FINTECH in relation to the transactions in your account. Both you and PT FINTECH are bound by the terms of this Client Agreement.
(Fees)	include fees, charges and expenses, including those incurred in connection with the consultant.
(Events of Default)	The following are Events of Default. a. you do not pay any amount payable under the Client Agreement on time and in the manner provided for in the Client Agreement; or b. Failure by you to comply with any of your obligations under this Client Agreement (other than those in paragraph (a)) and (where non-compliance is remediable) failure to remedy non-compliance within seven days. c. the occurrence of an event that has or may have (or a series of events that together have or may have) a Material Adverse Effect; or d. Any change in law or interpretation that would make it unlawful for us to enforce any provision of this Client Agreement. e. Your death or mental disorder. f. Any representation or warranty made or deemed to be made by you or on your behalf in connection with the Client Agreement is found to be incorrect or misleading at the time it was made or deemed to have been made. g. you or the guarantor becomes bankrupt; or

- h. If you are the trustee of a trust, then.
 - (i) you cease to act as trustee of the Trust or have taken any steps to appoint another person as trustee of the Trust (in either case without your consent); or
 - (ii) any court receives an application or issues an order to.
 - A. remove you as a trustee of the Trust; or
 - B. bring the property of the trust into the custody or under the management or control of the court; or
 - C. give notice of or call a meeting to remove you as a trustee of the trust or to appoint another person to act jointly with you as a trustee; or
- i. this Client Agreement becomes (or is asserted to be) void, voidable or unenforceable in whole or in part (an "assertion" in this paragraph means an assertion made by you or anyone on your behalf); or
- j. If any of your property is subject to a seizure, execution or other process and is not removed, discharged or paid for within seven days.
- k. Any guarantee created by any mortgage or charge becomes enforceable against you and the mortgagee or chargee takes steps to enforce the guarantee or charge; we reasonably believe it is necessary to protect ourselves or our affiliates.

(Guarantor)

means any person identified in the application as the Guarantor.

(Bankruptcy)

A person is bankrupt in the following cases.

- a. The act of bankruptcy was committed.
- b. Appointment of a bankruptcy liquidator or trustee or similar person for such person.
- c. it is (or declares itself to be) a bankrupt in receivership or bankruptcy (each as defined in the Companies Act); or
- d. it is in liquidation, provisional liquidation, receivership or winding up, or a person in control is appointed over its property; or

- e. its compliance with any arrangement, assignment, deferral or settlement required under any statute or dissolution for the protection of creditors; or
- f. an application or order has been made (and, in the case of an application, has not been suspended, withdrawn or dismissed within 30 days), a resolution has been passed, a proposal has been made or any other action has been taken with respect to such person that prepares or could result in any of (a), (b) or (c) above; or
- g. it is otherwise unable to pay its debts as they become due; or
- h. Under any law of competent jurisdiction, a situation occurs with respect to such person that has substantially similar effects to those in (a) through (g).

(Material Adverse Effect)

means a material adverse effect on.

- a. your ability to comply with the Client's agreed obligations; or
- b. your rights under the Client Agreement; or
- c. Your business or financial condition.

(Website)

means the Internet address [\[https://www.ptfintech.com \]](https://www.ptfintech.com)