



# **XIN WANG GOLDEN COMPANY LIMITED**

## **CLIENT AGREEMENT**



**Xin Wang Golden Company Limited,  
Member of the Hong Kong Precious Metals Exchange, Employee ID 19.**

### **Notice**

Trading precious metals involves potential gains and losses. Absolute profit or loss cannot be guaranteed. In adverse market conditions, losses may exceed the initial investment. Fluctuations in gold and silver prices are influenced by various global factors, often unpredictable. Intense fluctuations may force investors to settle immediate losses. While Xin Wang Golden Company Limited staff monitor the market, they cannot predict or guarantee outcomes or loss limits."

**documents: Customer Disclosure, Risk Disclosure Statement, Introducer Disclosure, Customer Agreement, Account Opening Application Form, Trading Rules, Personal Data Collection Statement, Personal Data Privacy Policy, Anti-Money Laundering Memorandum, and any other relevant documents."If necessary, please call (+852) 3755 4533 to inquire with the customer service director at Xin Wang Golden Company Limited."**



## Customer Advisory

**This agreement is legally binding. Please review it carefully.**

This agreement is made between Xin Wang Golden Company Limited (hereinafter referred to as 'Xin Wang Golden' or 'the Company'), a limited company established under the laws and regulations of the Hong Kong Special Administrative Region, including the Companies Ordinance of Hong Kong (Chapter 32 of the Laws of Hong Kong), and its successors or assignees, and the contracting party of the agreement (hereinafter referred to as 'the Client').

Regarding the opening of an account at Xin Wang Golden for engaging in speculation and/or buying and/or selling spot precious metals through the over-the-counter market (hereinafter referred to as 'precious metals trading'), the client confirms understanding the following factors related to precious metals trading, as well as the 'Risk Disclosure Statement' provided to the client.

1. Customers should note that margin-based precious metals trading is one of the riskiest investment methods in the financial market and is only suitable for experienced investors and institutions. The accounts opened at Xin Wang Golden allow customers to engage in precious metals trading with high leverage ratios. Given the possibility of losing the entire investment, the funds used for speculation in the precious metals trading market must be risk capital, and their loss will not significantly impact the financial condition of the customer, whether individual or institutional.



2. "Precious metals trading is suitable only for professional institutions or Lexperienced investors whose financial strength can withstand losses far exceeding the value of the margin or deposit.

3.If the customer has previously invested only in low-risk products, they may need to learn about precious metals trading before engaging in actual buying and selling. The customer needs to recognize that if the market trends in precious metals do not meet their expectations, they may lose all funds deposited with Xin Wang Golden as initial margin. If the customer wishes to proceed with their investment, they must acknowledge that their funds are pure risk capital, and any losses incurred will not jeopardize their lifestyle or harm their future retirement plans. Additionally, the customer fully understands the nature and risks of precious metals investment, and any losses incurred in their investment will not affect third parties.

4.Precious metals trading does not occur on organized market exchanges, so there is no need for public outcry. Although many computer-based systems provide quotes and actual prices, there may be differences due to market liquidity. Many electronic trading facilities are supported by computer-based systems for order placement, execution, and matching. Like all facilities and systems, they are susceptible to temporary malfunctions. The ability of customers to recover certain losses may be limited by the liability limits of system providers, market banks, and/or financial institutions, which may vary.

5.Trading on a particular electronic trading system may not only differ from transactions in the interbank market but also from transactions conducted on



electronic systems of other companies. If a customer engages in trading on any electronic market, they will face risks associated with that electronic trading system, including hardware or software failures. System malfunctions may result in customer orders being difficult to execute as instructed or not executed at all.

6. In the precious metals market, Xin Wang Golden engages in trading not only on exchanges but also over-the-counter. Xin Wang Golden, acting as the counterparty to customer transactions, may find it difficult or impossible to close positions, assess values, determine fair value, or evaluate risks. Due to these reasons, such transactions may involve greater risks. Precious metals trading may be subject to less regulation or regulated by different regulatory systems. Before engaging in trading, customers should understand the applicable regulations and associated risks.

7. The customer acknowledges that purchasing or selling precious metals includes delivery, and each spot transaction automatically credits to the customer's account. For all contracts requiring physical delivery, the customer must provide written notice to Xin Wang Golden and obtain confirmation from Xin Wang Golden as the accepting party at the time of issuing the trading instructions for it to be effective. The delivery time and location will be determined by market convention or at the discretion of Xin Wang Golden. Xin Wang Golden reserves the absolute discretion to refuse to execute any trading instructions from the customer, and is not obliged to provide specific explanations or reasons for refusing to execute trading instructions to the customer.



8. Xin Wang Golden cannot guarantee the credibility of customers' trading counterparts. We can only strive to trade with reputable institutions and clearinghouses. Additionally, there is a possibility of reduced liquidity leading to the suspension of precious metals trading, preventing customers from closing losing positions promptly. This could result in significant losses for customers. The company will not be held responsible for such losses.

9. Xin Wang Golden's margin policy, as well as the policies of institutions/clearinghouses executing trades, may require customers to provide additional funds to maintain their margin accounts. Customers are obligated to meet such margin requirements, failing which may lead to position liquidation and corresponding losses. Xin Wang Golden reserves the right to refuse orders or provide market hedging.

10. If any non-Xin Wang Golden employee (hereinafter referred to as "third party") provides customers with any information or advice regarding precious metals, Xin Wang Golden cannot control or guarantee the accuracy and completeness of such information about precious metals. Xin Wang Golden will never be liable for any losses incurred by customers due to the use of such information or advice.

11. If a customer authorizes or delegates the management of their account to a third party, whether voluntarily or involuntarily, Xin Wang Golden will not be responsible for the choices made by the customer. Xin Wang Golden makes no representations or warranties regarding third-party transactions; Xin Wang Golden is not responsible for any losses incurred by customers due to the actions of third parties in trading. Therefore, if a customer authorizes a third



party to manage their account, the customer must assume all associated risks. If a customer authorizes trading or the management of their account to a third party without Xin Wang Golden's consent, Xin Wang Golden reserves the right to cancel all or part of the transactions related to the account without prior notice to the customer.

12. Xin Wang Golden and the authorized company are entirely independent. If a customer agrees and carries out registration and deposit/withdrawal operations through the authorized company, all resulting responsibilities will be borne by the customer and the authorized company.

13. Customers must fully comply with relevant laws and regulations in their jurisdiction, including obtaining government or other approvals required to comply with any other procedures within that jurisdiction or jurisdictional area, as well as paying any local taxes, duties, and other amounts related to trading on the platform. Customers trading on the Xin Wang Golden platform will be deemed to have declared and warranted to Xin Wang Golden that they have complied with local laws and regulations. If customers have any questions, they should consult professional advisors. Customers acknowledge that Xin Wang Golden has not made any guarantees regarding the tax implications or treatment of precious metal contracts.

14. All customers must be aware that any guarantee of returns is illegal. Additionally, Xin Wang Golden is not responsible for any statements or guarantees made by any Xin Wang Golden employee and/or affiliated persons unless documented in writing by authorized personnel of Xin Wang Golden.



## **Risk Disclosure Statement**

This statement does not disclose all risks and other important matters regarding precious metals (gold and silver). Considering these risks, customers should clearly understand the nature and level of risk associated with trading before engaging in precious metals transactions and be aware that precious metals trading is not suitable for ordinary investors. Customers must carefully consider whether precious metals trading is suitable for them based on their personal investment experience, objectives, financial situation, and risk tolerance, among other factors. Before opening an account and starting trading, customers should seek legal and other independent professional advice. Customers must fully understand the terms and conditions of buying and selling precious metals and their obligations.

### **1. Risks of Margin Trading**

Precious metals trading carries high risk. The amount of initial margin relative to the price of precious metals may be relatively small, leading to leverage in trading. Even small market fluctuations can have a relatively large impact on the funds already deposited or to be deposited by the customer. This may work to the advantage or disadvantage of the customer. The customer may need to bear losses on the initial margin and any additional funds deposited with Xin Wang Golden in order to maintain positions from being liquidated. If market movements are unfavorable to the customer or if margin requirements increase, the customer may not be able to add margin in a timely manner to maintain positions and may be liquidated at a loss. The customer will be solely responsible for any losses incurred as a result.





## **2. Suspension or restriction of trading and pricing relationships**

Market conditions (such as liquidity) and/or operational regulations of certain markets (such as temporary suspension of precious metals trading due to price limits or market closures) may increase the risk of losses, as completing transactions or closing/hedging positions becomes difficult or impossible. Additionally, the normal price relationship between related assets and precious metals may no longer exist, and the lack of reference prices for related assets makes it difficult to determine fair prices.

## **3. Risk reduction instructions**

Xin Wang Golden is committed to providing customers with the best trade execution and strives to execute all orders at the requested prices. However, sometimes orders may be affected due to increased volatility in the international market, which most commonly occurs during major news events or periods of high volatility.

Certain orders aimed at limiting losses to a specific amount (such as "stop-loss" orders or "stop-limit" orders) may not be effective or executed. For example, if an order is a stop-limit order, there is no guarantee that the order will be executed at the limit price or executed at all. Some position-aggregation strategies, such as spreads or same-price hedging, may carry similar risks as simply taking long or short positions.

For instance, when executing customer orders, the price received by the customer



may differ significantly from the price selected or quoted due to market fluctuations. In such cases, although the customer expects the trade to be executed at the specified price, the market may have significantly deviated from that price in less than a second. The customer's order will then be executed at the next available price for that specific order. Xin Wang Golden's trading platform offers various types of basic and advanced order categories to assist customers in reducing execution risks. In such cases, orders will be executed at the best available price within the specified range if there is sufficient liquidity in the market, and the system will execute orders within an acceptable range. If orders cannot be executed within the specified price range, they will not be executed. Additionally, when triggered, stop-loss orders will become market orders that can be executed at the next available market price. Stop-loss orders guarantee trade execution but do not guarantee execution at a specific price, as market prices prevail. Furthermore, due to system upgrades, data updates, or other reasons, Xin Wang Golden reserves the right to change the validity period of unfilled pending orders without prior notice. Customers agree not to hold Xin Wang Golden liable for potential profits lost due to canceled pending orders.

#### **4. OTC Trading**

In certain jurisdictions, and only under specific circumstances, Xin Wang Golden may be allowed to engage in over-the-counter trading. Because the company handling the trades may also be the counterparty to the customer's trades, this increases the investment risk for the customer. Over-the-counter trading is generally subject to less regulation or may be regulated by independent regulatory bodies.



Therefore, customers must thoroughly understand the trading rules and the risks that may arise when engaging in trading.

### **5. Electronic Trade**

Unlike trading operations conducted through open outcry, customers trading electronically may encounter issues where their instructions are not executed or not executed fully due to errors in computer hardware, software, or internet transmission. Xin Wang Golden will not be held responsible for such issues.

### **6. Trading Facilities**

Most electronic trading facilities operate through computer and network-based systems for the transmission, execution, matching, recording, and clearing of trading instructions. Like all facilities and systems, they are susceptible to temporary malfunctions. The ability of customers to recover certain losses may be limited by liability or disclaimer clauses set by system providers, markets, clearinghouses, and/or member firms. These liability and disclaimer clauses may vary.

### **7. Deposited cash and property**

Customers must be familiar with the various safeguards regarding the money and assets deposited for local or foreign trading, especially in the event of insolvency or bankruptcy of the relevant company. The extent to which customers can recover cash and assets is subject to specific laws or local regulations. In different jurisdictions, there may be unique distribution methods, and customers should first understand them on their own.

### **8. Trade in Other Jurisdictions**

Trading in markets located in other jurisdictions (including markets formally



connected to the local market) may expose customers to additional risks. Under the regulations of those markets, investor protections may differ or even be reduced. Before commencing trading, customers should inquire about any regulations relevant to their trades. The customer's local regulatory authority cannot compel the enforcement of regulations from other jurisdictions where the customer's trades take place. Customers should ascertain and understand the compensation available in their own jurisdiction and other jurisdictions before trading.

### **9. Customer third-party deposit arrangements**

To ensure the security of customer funds and prevent illicit activities such as money laundering, Xin Wang Golden has established the following regulations: Xin Wang Golden does not accept deposits from bank accounts that do not belong to the account holder (third-party accounts). Xin Wang Golden reserves the right to investigate, verify, and reject deposits made from accounts not belonging to the customer (third-party accounts). If a customer deposits funds using an account under a name other than their own and fails to provide third-party account verification documents, Xin Wang Golden reserves the right to immediately freeze the customer's account for investigation, prohibit all transactions on the account, and take appropriate actions regarding the customer's account:

- a. If a customer account has never engaged in any transactions, Xin Wang Golden will deduct 10% of all third-party deposits as reasonable operating costs and refund the remaining balance to the depositing bank account;
- b. If a customer account has engaged in any transactions, Xin Wang Golden will cancel all transactions and benefits (including spread rebates, bonuses, fees, etc.) from third-party deposits. Additionally, 10% of all third-party deposits will be deducted as reasonable operating costs, and the remaining balance will be



refunded to the depositing bank account;

c. In the above situation, Xin Wang Golden reserves the right to report the incident to any relevant regulatory or law enforcement agencies at its discretion. Additionally, Xin Wang Golden has the right to immediately freeze the corresponding customer account and prohibit all transactions. Furthermore, Xin Wang Golden reserves the discretion to report the relevant incident to any relevant regulatory or law enforcement agencies.

### **10. Trading commissions and other charges**

Before commencing trading, clients should thoroughly understand all commissions, fees, and other charges they will incur. These charges may affect potential profits or increase client losses. Clients understand that precious metal accounts are not intended for deposit purposes and do not generate interest income.

### **11. Account Usage**

If a trading account remains inactive for three consecutive months, Xin Wang Golden Company Limited will automatically close the account.

### **12. Force Majeure Risk**

Customers should be aware that if trading activities are disrupted by force majeure, their orders may not be executed or may be executed under conditions that are less than usual. Xin Wang Golden Company Limited shall not be liable for any such circumstances. Force majeure situations include but are not limited to :

a. The source of quotations is temporarily closed, damaged, or otherwise shut



down;

b. There are abnormal changes or loss of liquidity in precious metal prices in the corresponding trading market;

c. The publication of macroeconomic data or other political and economic information that significantly affects precious metal prices;

d. Malfunction of software or hardware resulting in the electronic trading system not functioning properly;

e. Internet connection failure due to errors from network providers;

f. Decisions and orders from national administrative authorities;

g. Telecommunication system breakdown;

h. Other circumstances beyond Xin Wang Golden Company Limited's reasonable control, such as fires, riots, strikes, lockouts, wars, or other situations causing abnormal fluctuations in precious metal trading.



## **Introducer Disclosure**

Xin Wang Gold Limited (hereinafter referred to as "Xin Wang Gold") and introducers are completely independent of each other. Xin Wang Gold does not oversee the activities of introducers and does not bear any responsibility for statements made by introducers. The direct agreements between Xin Wang Gold and introducers do not establish a joint venture or partnership relationship; therefore, introducers are not representatives or employees of Xin Wang Gold and do not have the authority to negotiate or take any other actions on behalf of the company:

1. Customers understand and agree that if the customer's account at Xin Wang Gold is referred by an introducer, the introducer may obtain the customer's personal information and other information related to the customer's trading activities in the Xin Wang Gold account. The introducer has the right to access the customer's Xin Wang Gold account but may not conduct any transactions using the customer's Xin Wang Gold account unless authorized by the customer through a written agreement.
2. Customers understand and acknowledge that Xin Wang Gold may provide compensation to introducers, which may be given per transaction or in other ways. Such compensation may need to be expanded into the spreads offered to customers. Xin Wang Gold also reserves the right to charge customers commissions and related fees. Additionally, customers have the right to be



accurately informed about the details of spread charges, commissions, or fees.

3. Customers understand that Xin Wang Gold shall not be liable for any funds handled by introducers or third parties as long as they are not within Xin Wang Gold's management, custody, or control.

4. Customers understand that introducers or other third parties selling/providing trading systems, courses, programs, research, or advice are not affiliated with Xin Wang Gold, and such services are not regulated by government agencies. Xin Wang Gold does not bear responsibility for any losses incurred by customers using such information or advice.

5. Customers hereby confirm, agree, and understand that all risks associated with precious metal trading, and understand that trading conducted through any third-party trading systems, courses, programs, or research provided by introducers may not necessarily result in profits, avoid risks, or limit risks.

6. Customers acknowledge that Xin Wang Gold and any related parties have not made any promises regarding the future profits or losses of customer accounts. Customers understand that precious metal trading involves significant risks and that only funds that customers can afford to lose should be used for such trading. If customers have no surplus funds available for potential losses, they should not trade in the precious metal market. Customers must carefully read the "Risk Disclosure Statement" above.

7. Xin Wang Gold cannot control, support, or guarantee the accuracy or completeness of the information or advice on precious metal trading obtained





or will be obtained by customers from introducers or any other third party.

8. Xin Wang Gold does not endorse or guarantee the services provided by introducers. Since introducers are not employees of Xin Wang Gold, customers are responsible for rigorously evaluating the introducers before accepting their services.

9. Customers declare and warrant that they are not U.S. citizens/residents (for tax or other purposes) and are not otherwise associated with the United States for any purpose, nor do they act as agents for any U.S. citizens/residents/entities. In the event of any changes to the aforementioned declarations and warranties, customers undertake to immediately notify the company in writing.



## **Customer Agreement**

This agreement is entered into by the following parties:

Xin Wang Gold Limited (hereinafter referred to as "Xin Wang Gold" or "the Company") is a company established in accordance with the Companies Ordinance of the Hong Kong Special Administrative Region (Chapter 32 of the Laws of Hong Kong) and other relevant laws, regulations, and ordinances.

And the customer (referred to as the other party to this agreement, whose detailed information is listed in the account opening application form), both parties agree as follows:

### **Whereas:**

1. The customer has decided to open a trading account with Xin Wang Gold and to use the said trading account for precious metal trading. For the aforementioned purpose, the customer has requested Xin Wang Gold to open and maintain a trading account for the customer at Xin Wang Gold, and to execute any trading instructions issued by the customer's account.
2. Xin Wang Gold agrees to allow the customer to open a trading account and to maintain its account for the aforementioned purpose at the request of the customer and in its absolute discretion, and to execute all instructions issued by the customer for over-the-counter precious metal trading in accordance with the terms and conditions set forth herein.



## 1. Definitions and Headings

**1.1** In this agreement, unless the context otherwise requires, the following terms shall have the following meanings:

**Agreement:** Includes this agreement, client notice, risk disclosure statement, introducer disclosure, account opening application form, client declaration, trading rules, personal data privacy policy, anti-money laundering memorandum, personal data collection statement, and all other agreements or authorizations entered into by the client at any time to maintain their Xin Wang Gold account, as well as all attachments, lists, supplements, and amendments issued by Xin Wang Gold in writing from time to time regarding the above documents.

**Xin Wang Gold Company Limited:** Includes Xin Wang Gold , its branches, successors, and assignees.

**Client:** If the client is an individual, it includes the client, their executors, and estate administrators; if the client is a sole proprietorship, it includes the sole proprietor and their executors and estate administrators, as well as the successors of their business; if the client is a partnership, it includes the partners of the partnership during the existence of the account, their executors and estate administrators, new partners and their executors and estate administrators, as well as the successors of the partnership; if the client is a corporation, it includes the corporation and its successors.



**Written:** Unless otherwise specified in this agreement, includes writing, printing, telecommunication information, email, fax, and any other clear and identifiable method of reproducing text or graphics. For Xin Wang Gold, it also includes content published on the official website.

**Xin Wang Gold online services:** Refers to the online trading services provided by Xin Wang Gold, including any information contained in the service system and the software constituting the system.

**Service:** Refers to any service or precious metal trading facilities provided by Xin Wang Gold and/or on behalf of Xin Wang Gold. These facilities enable clients to give instructions to buy and/or sell precious metals, and to receive account information and related services via the Internet or other means.

**Introducer:** Refers to an intermediary or introducer who introduces clients to open accounts with Xin Wang Gold, whose identity is an independent third party and not an employee of Xin Wang Gold.

**Precious metals:** Refers to precious metal trading, including gold/silver trading.

**Account:** Refers to the trading account opened by the client with Xin Wang Gold.

**User ID:** Refers to the client's private name identifier assigned by Xin Wang Gold, which is used together with the password to access services, account information, and other related services.

**Login password:** Refers to the private password assigned by Xin Wang Gold to the client and used together with the client's user ID to access services.



**Initial margin:** Refers to the minimum amount required by the client to be deposited with Xin Wang Gold as collateral for all transactions each time a trading instruction is issued or before it is issued, which amount may be determined by Xin Wang Gold from time to time in its absolute discretion.

**Maintenance margin:** Refers to the minimum remaining amount that the client must maintain for each contract after depositing the initial margin. This amount may be determined by Xin Wang Gold from time to time in its absolute discretion.

**1.2** The headings are for convenience of reference only and shall not affect the interpretation of this agreement.

**1.3** The singular and plural forms used in this agreement shall include each other, and words denoting a particular gender include the other gender. The paragraph headings of this agreement are included for convenience of reference only and do not limit or affect the application or meaning of the provisions of the paragraphs.

## **2. Qualification Declaration and Warranty**

The client declares and warrants that their financial condition is sound. The client has carefully considered the risks of precious metal trading before commencing trading and understands the portion of their existing assets that can be used as risk capital. The client guarantees that even in the event of losses in precious metal trading, there will be no change in their lifestyle.

**2.1** The client is of sound mind and has reached the legal age (the legal age in Hong Kong is 18 years old) and has legal capacity.



**2.2** The client is not a citizen of Taiwan or a restricted person in certain jurisdictions.

**2.3** The client is not a member of the public or a resident of the Hong Kong Special Administrative Region, and the content of this website is not aimed at the public or residents of the Hong Kong Special Administrative Region. The client is not a resident of Hong Kong, and while browsing this website and completing account opening procedures, the client is not physically located within the Hong Kong Special Administrative Region.

**2.4** The client is not a citizen or resident of the United States and does not have any U.S. indicators (indicators include clear indications of birthplace in the United States, current U.S. mailing or residential addresses, including U.S. postal boxes, current U.S. telephone numbers, permanent instructions to transfer funds to a U.S. designated account, current valid trustees or signatories holding a U.S. address, and using a financial institution address as the sole "forward" or "alternate mail" account address).

**2.5** The client is currently not employed by any exchange, any company controlling capital held by an exchange, any member of an exchange, or any company registered with an exchange, any bank, trust company, or insurance company. Once the client accepts such employment, the client must immediately notify Xin Wang Gold in writing.

**2.6** All information provided in the account opening application form is true, correct, and complete as of the date hereof. To safeguard the interests of the client, the client cannot arbitrarily change important personal information.

If the client changes their name or other personal information, the client



understands and agrees to bear any direct or indirect losses caused by such changes. In case of any changes, the client will promptly notify Xin Wang Gold and provide the following documents to Xin Wang Gold, including but not limited to:

- a. Identity card (front + back), or passport
- b. Half-length photo holding the identity card
- c. Change client information application form
- d. Bank statement documents
- e. Or any other documents deemed necessary by the company for identity verification

All of the above documents must be notarized by national government departments and law firms recognized by Xin Wang Gold. The company has the ultimate decision-making power and interpretation power on whether to accept the relevant change application.

**2.7** The client's account is for the client's personal use only; do not disclose the password to anyone or any institution other than the client; do not authorize anyone or any institution other than the client to make transactions.

**2.8** Only the account holder/client enjoys the benefits of their account.

**2.9** The client must properly keep the account and password, ensure that their account and password are not disclosed and/or used by others, and take full responsibility for the instructions issued by their account.

**2.10** The client will not engage in any activities aimed at arbitrage or scalping.

**2.11** Xin Wang Gold products and services are only applicable to individuals in regions where Xin Wang Gold is legally permitted to provide such products



and services, and for individuals in regions where there are legal restrictions on Xin Wang Gold providing such products or services, the company's information should not be considered as any recommendation or solicitation. The client shall fully comply with relevant laws and regulations in their jurisdiction, including complying with any other procedures required to obtain government or other approvals in their jurisdiction, and paying any related taxes, tariffs, and other amounts due for using the platform provided by Xin Wang Gold for trading. Opening an account for trading on the platform provided by Xin Wang Gold will be deemed as the client's declaration and warranty that they have complied with the laws and regulations in their jurisdiction. If the client has any questions about the situation, please consult a professional advisor. Xin Wang Gold will not be responsible for any such matters. The client also undertakes to bear and indemnify Xin Wang Gold for any legal proceedings and/or claims that may arise from such matters.

### **3. Client Declaration**

**3.1** Upon signing this agreement and applying for account opening, the client confirms that they have been informed that Xin Wang Gold is a registered member of the Hong Kong Precious Metals Exchange, holding a precious metals exchange member license, and that its business operations must comply with the rules of the precious metals exchange. The client has carefully read this agreement, understands, agrees to, and accepts its contents and trading rules, and is fully aware that Xin Wang Gold is lawful and compliant. The client agrees to be bound by the terms and conditions of this agreement and not to hand over the account to others in any form, especially the client





notice and risk disclosure in this agreement. The client fully understands the nature of such transactions and the risks involved in signing this agreement.

**3.2** The client also confirms upon signing this agreement and applying for account opening that their account belongs to the client themselves, and all transactions or non-transaction instructions issued through the client's account are the client's own operations. Xin Wang Gold once again reminds the client of the importance of ensuring that their account and password are not disclosed and/or used by others, and that they are fully responsible for the instructions issued through their account.

#### **4. High-Risk Investments and Risk Acknowledgment**

**4.1** The client understands that investing with leverage or leveraged trading is speculative and involves high risks, suitable only for individuals who can afford to bear the risk of loss exceeding their deposit. The client understands that due to the typically low margin requirements for precious metals trading, price fluctuations in precious metals may result in significant losses that may exceed the client's investment and deposit. The client guarantees that they are willing and able to bear the risks of precious metals trading financially or otherwise. The client agrees not to hold Xin Wang Gold liable for any trading losses resulting from following recommendations or suggestions made by Xin Wang Gold, its employees, or representatives. The client should be aware that profits or loss limitation cannot be guaranteed in precious metals trading. The client acknowledges that they have not received such guarantees from Xin Wang Gold, its representatives, introducers, or any other entities with which Xin Wang Gold conducts transactions, and this agreement is not based on any



such guarantees.

**4.2** The client should understand that buying and selling precious metals involves potential profits and losses, and if trading conditions are unfavorable, losses may exceed the initial guarantee amount. Price fluctuations in precious metals trading are influenced by various global factors. Most of these factors are difficult to predict, and severe price fluctuations in precious metals may result in investors being unable to settle unprofitable trades. Although Xin Wang Gold's staff continually monitors market conditions, they do not and will not provide any guarantees of accuracy in predictions or ensure that any losses do not exceed a certain amount.

#### **5. No Profit Guarantee or Loss Limitation**

The client guarantees and declares that they have not entered into any separate agreements with their introducer or any Xin Wang Gold employee regarding their Xin Wang Gold account transactions, including any agreements guaranteeing profits or limiting losses, and the client agrees that they are responsible for immediately notifying Xin Wang Gold in writing of any such agreements.

Furthermore, the client agrees that if any statements made by any person regarding the trading account are different from the representations the client received from Xin Wang Gold, the client agrees to notify Xin Wang Gold in writing. The client understands that they must authorize each transaction before execution, and any disputed transactions must be promptly notified to Xin Wang Gold in accordance with the notice requirements of the trading agreement. If any damage or debt arises from the client's failure to promptly



notify Xin Wang Gold of any disputes, the client agrees to compensate Xin Wang Gold to avoid any damage.

## **6. Trading Recommendations**

**6.1** The client acknowledges that any market recommendations and information provided to the client by Xin Wang Gold or its employees do not constitute an invitation or solicitation to buy or sell precious metals contracts. Such recommendations and information, although based on information sources that Xin Wang Gold considers reliable, may be entirely based on the personal opinions of a staff member and are not complete and have not been confirmed by Xin Wang Gold and are for reference only;

**6.2** The client acknowledges that Xin Wang Gold makes no guarantees as to the accuracy and completeness of any information or trading recommendations provided to the client. The client acknowledges that Xin Wang Gold and/or its directors, officers, affiliates, associates, shareholders, or representatives may hold certain precious metal positions or intend to buy or sell certain precious metals, and such trades will also receive market recommendations. Market positions of Xin Wang Gold or its aforementioned directors, officers, affiliates, associates, shareholders, or representatives may differ from the recommendations received by the client from Xin Wang Gold.

## **7. Exchange Rate Fluctuation Risk**

Xin Wang Gold trading accounts must be denominated in US dollars or any other currency agreed upon by Xin Wang Gold from time to time. If the client deposits or withdraws funds in currencies other than US dollars:

**a.** The client must bear any profits or losses resulting from exchange rate



fluctuations alone;

**b.** The client agrees that Xin Wang Gold may exchange currencies in any form and at any time at its sole discretion to implement any actions or steps taken under this agreement.

## **8. Acceptance of the Agreement**

This agreement shall only be deemed accepted or become a binding contract between the client and Xin Wang Gold after the client completes the account opening application provided by Xin Wang Gold and agrees to this agreement, and after confirmation and approval by Xin Wang Gold.

## **9. Effectiveness of the Agreement**

This agreement covers the client's opening or reopening of an account with Xin Wang Gold at any time, regardless of any personnel changes at Xin Wang Gold or its successors, assignees, or affiliated entities.

In the event of a merger, acquisition, or other changes, this agreement (including this client agreement, client disclosure, risk disclosure statement, introducer disclosure, account opening application, and all authorizations given to Xin Wang Gold) will remain effective for the benefit of Xin Wang Gold or its successors or assignees and will be binding on the client and/or their heirs, trustees, administrators, legal representatives, successors, and assignees. The client agrees that rights or obligations related to transactions are governed by the terms of this agreement.

## **10. Agreement Amendment**

The client understands, acknowledges, and agrees that Xin Wang Gold may revise the terms of this agreement from time to time, and Xin Wang Gold will



notify clients of these modifications or changes on its website. Clients should periodically review the amended terms and agree to be bound by them.

### **11. Rights Assignment**

Under this agreement, Xin Wang Gold may assign all or part of its rights or obligations to any person without the prior consent or approval of the client.

The client cannot transfer rights or obligations under this agreement without the written consent of Xin Wang Gold.

### **12. Waiver or Modification of the Agreement**

Except for revisions issued by Xin Wang Gold from time to time on its network, any term of this agreement cannot be waived or changed unless such waiver or change is in writing and signed jointly by the client and Xin Wang Gold's authorized representative. Any negotiations between the parties to this agreement or any failure by Xin Wang Gold or its agents to enforce its rights under the agreement in any situation or series of situations cannot be indirectly interpreted as a waiver or modification of rights.

### **13. Termination of the Agreement**

**13.1** This agreement shall remain in effect until terminated. The client may terminate the agreement at any time, provided that at the time of termination, the client does not hold any open positions, does not owe any debts to Xin Wang Gold, and Xin Wang Gold has received written notice of termination. Alternatively, Xin Wang Gold may notify the client in writing of the termination of the agreement at any time, and such termination shall take effect from the close of business on the day of notification, subject to the condition that such termination does not affect any previously executed transactions or relieve



either party of any obligations under this agreement or relieve the client of any liability for debts incurred.

**13.2** If Xin Wang Gold has reasonable grounds to suspect that the client is not suitable for participating in the company's transactions or believes that it is not suitable to continue providing services to the client, Xin Wang Gold may, at its sole discretion, take the following measures:

- a. Require the client to close any or all open positions by a designated date or withdraw all funds by a specified date;
- b. Suspend or limit the client's placing of orders;
- c. Cancel some or all pending orders of the client;
- d. Change specific trading rules applicable to the client, including but not limited to adjusting margin, spreads, overnight interest rates, forced liquidation ratios, etc.;
- e. Issue a notice to the client to terminate this agreement, effective from the close of business on the date of notification.

#### **14. Government, Regulatory, and Interbank System Rules**

All transactions under this agreement are subject to the charters, regulations, rules, regulations, customs, practices, rulings, and interpretations of the executing counterparty or other banks, clearing organizations, exchanges, trading commissions, and regulatory bodies, and all applicable laws. If subsequently enacted legislation or regulations enacted by any governmental agency impose binding obligations on Xin Wang Gold, affect or conflict with any term of this agreement, the affected term will be considered changed or replaced by the relevant legislation or regulation, and the other terms and



amended terms will continue to be effective. The client acknowledges that all transactions under this agreement are subject to the aforementioned restrictions and conditions. All clients do not have any contractual rights independent of the above requirements.

### **15. Consent to Cross Trading**

The client hereby acknowledges and agrees that the following situation may occur: namely, a businessperson, director, affiliated entity, associate, employee, bank or bank employee, trader, or Xin Wang Gold itself, may be the counterparty, broker, or agent for transactions conducted in the client's account. The client agrees that the only restrictions on such transactions are any possible regulations or provisions of banks, institutions, exchanges, or trading commissions regarding the execution of buy or sell orders, or any other restrictions and conditions of regulatory authorities.

### **16. Financial Information**

The client declares and warrants that the financial information provided to Xin Wang Gold accurately reflects the client's current financial situation.

### **17. Credit Reports**

The client authorizes Xin Wang Gold to investigate the client's credit status and, for this purpose, to contact appropriate banks, financial institutions, and credit agencies to confirm the client's information. The client further authorizes Xin Wang Gold to investigate the client's current and past investment activities, and for this purpose, to contact futures traders, exchanges, brokers/dealers, banks, and legal information centers deemed appropriate by Xin Wang Gold. If the client requests in writing, the client may be allowed to copy the above records,



with all costs borne entirely by the client.

## **18. Account Opening and Closure**

**18.1** The legal effect of ticking the "I have carefully read and agreed to the above agreement" box in the account opening application form on the Xin Wang Gold website is the same as signing the agreement in person. Xin Wang Gold will not mail a separate copy of the client agreement. Clients must personally visit a Xin Wang Gold office, present original valid identification documents, sign and collect the original client agreement, with the legal effectiveness date being the date of ticking the box in the account opening application form. Xin Wang Gold will upload the latest revised agreement content in a timely manner, and clients need to check it themselves to ensure their right to information.

**18.2** Clients must provide all information and documents required to open an account with Xin Wang Gold as requested. The information and documents provided by the client must be complete, truthful, and accurate. The client undertakes and agrees to notify the broker promptly of any significant changes to the information and documents provided to Xin Wang Gold. Only one trading account can be opened per person based on the identification document number. If it is discovered that the same investor holds multiple accounts with Xin Wang Gold simultaneously, Xin Wang Gold reserves the right to cancel the other accounts of the investor. Account cancellation includes the forced closing of all trading account positions and instructions. The client hereby confirms and agrees to such arrangements and will not pursue any liability or compensation from Xin Wang Gold as a result.





**18.3** If a client needs to close an account, they must complete a closure application form. If the client has already closed out positions, Xin Wang Gold will process the application within two working days of receiving it.

## **19. Deposits and Withdrawals**

**19.1** The client warrants that all funds are from legal sources and do not involve any illegal activities. Xin Wang Gold has the right to request proof of the legality of the client's funds at any time. If the client fails to provide satisfactory proof of the legality of the funds to Xin Wang Gold, Xin Wang Gold may immediately freeze the client's account, cease providing services to the client, and notify the relevant investigative authorities in accordance with the law. Xin Wang Gold reserves the right to recover any losses incurred by Xin Wang Gold due to the client's failure to provide satisfactory proof of the legality of the funds.

**19.2** Clients may deposit funds into their trading accounts using the deposit methods provided on the Xin Wang Gold website. Xin Wang Gold will not process the deposit until it has verified and confirmed receipt of the client's deposit funds. If the client deposits funds via bank transfer, any related fees shall be borne by the client. All deposits are subject to confirmation of receipt of the deposited funds by Xin Wang Gold. The client shall not hold Xin Wang Gold responsible for any failure to accept or confirm order instructions or closure instructions due to deposits or any other reasons.

**19.3** Xin Wang Gold only accepts deposits into the client's trading account from the client's designated bank account. Xin Wang Gold will not accept deposits from the client's immediate family members, closely related individuals,



or affiliated institutions on behalf of the client. Xin Wang Gold reserves the right to investigate and refuse deposits into the client's account by the client's immediate family members, closely related individuals, or cooperative institutions. If the client fails to submit the required relationship proof and account proof materials requested by Xin Wang Gold, Xin Wang Gold will immediately freeze the client's account for investigation, prohibit all transactions in the account, and have the complete right to take the following actions against the client's account:

- a. If the client's account has never engaged in any transactions, Xin Wang Gold will deduct ten percent of all third-party deposits as reasonable operational costs. The remaining balance will then be refunded to the bank account from which the deposit was made.
- b. If the client's account has engaged in any transactions, Xin Wang Gold will cancel all transactions and benefits (including but not limited to rebates and bonuses) originating from third-party deposits. After deducting ten percent of all third-party deposits as reasonable operational costs, the remaining balance will be refunded to the bank account from which the deposit was made.
- c. Xin Wang Gold reserves the right to report any relevant events to regulatory or law enforcement agencies at its discretion.

#### **19.4 Account Opening and First Withdrawal Requirements**

Prior to account opening or the first withdrawal, customers must submit their personal identification documents or valid passports, as well as photocopies of their bank cards to Xin Wang Golden Company Limited. Otherwise, Xin Wang Golden Company Limited will not process the customer's account opening or



withdrawal request. For the safety of customer funds, customers must bind their personal ID and bank account opened under their real name at the time of account opening in order to make withdrawals. Withdrawals can only be made through this bound bank account.

### **19.5 Possibility of Withdrawal Delays**

Due to third-party reasons, the speed of bank processing of funds is difficult to control and predict. Therefore, customers may experience situations where they are unable to receive the withdrawal amount within the expected timeframe.

**19.6** Xin Wang Golden Company Limited's Rights to Adjust Deposit and Withdrawal Fees. Xin Wang Golden Company Limited reserves the right to adjust the fees for deposits and withdrawals at any time, as well as all related interpretation rights.

## **20. Trading**

**20.1** Due to internet issues, connection delays, and errors in quotations, sometimes the prices displayed on the Xin Wang Golden Company Limited trading platform may not accurately reflect the real-time market prices. Customers expressly agree to accept that the final price of all transactions is based on the transaction records in Xin Wang Golden Company Limited's trading system.

**20.2** Xin Wang Golden Company Limited may offset or execute part or all of the buy/sell instructions for customers. Customers authorize Xin Wang Golden Company Limited to buy or sell precious metals for customer accounts through collaborative institutions such as banks and financial institutions based on verbal, written, or computer instructions from customers. Customers agree and



consent to the following:

**a.**When Xin Wang Golden Company Limited is authorized to execute instructions, it is not required to consult the validity of the instructions and can directly treat the instructions as valid instructions issued by the customer.

**b.**Under no circumstances is Xin Wang Golden Company Limited required to verify the validity of written instructions or individual signatures.

**c.**Customers acknowledge that they will bear all risks associated with issuing unauthorized instructions and agree not to hold Xin Wang Golden Company Limited liable for any losses incurred, including losses arising from actions taken, delayed actions, or refusal to take actions by Xin Wang Golden Company Limited, based on instructions or information provided by the customer, even if the instructions are improper, unauthorized, or fraudulent.

## **21. Margin and Margin Call Mechanism**

Customers are required to provide and maintain the margin amount determined by Xin Wang Golden Company Limited from time to time. This margin amount is solely determined by Xin Wang Golden Company Limited, which reserves the right to change margin requirements at any time without explanation.

**21.1** Customers agree to immediately remit additional funds as requested by Xin Wang Golden Company Limited and promptly satisfy all margin requirements through the requested transfer method. Customers are responsible for all costs associated with remittances and transfers, including bank charges and exchange rate differences.

Customers understand that Xin Wang Golden Company Limited may not be



able to use recently deposited margins immediately for new positions or additional margin requirements. Customers agree to bear all losses incurred due to failure to meet additional margin requirements in a timely manner, which may exceed the initial margin initially invested by the customer.

### **21.2 Margin Call Mechanism**

Under normal market conditions, the margin call mechanism is designed to hedge against the account balance falling below the value of funds deposited in the account. When the current net value falls below a certain percentage of the initial margin, the margin call mechanism will automatically close the position with the greatest loss. Specific percentages are subject to the trading rules. In adverse market conditions, especially significant price fluctuations, the losses resulting from the execution price of positions closed by the margin call mechanism may exceed the customer's account balance. Customers are obligated to repay the deficit in their accounts.

### **21.3 Liquidation of Customer Accounts**

Xin Wang Golden Company Limited may liquidate a customer's account at any time in accordance with the provisions of this agreement, even if Xin Wang Golden Company Limited does not exercise this right, it does not mean it waives this right. Any past margin requirements by Xin Wang Golden Company Limited do not prevent Xin Wang Golden Company Limited from increasing margin requirements without notice.

### **21.4 Withdrawal of Funds**

Customers have the right to notify Xin Wang Golden Company Limited at any time to withdraw specified available cash balances. Customers agree that they



are responsible for any costs associated with remittances and transfers, including bank charges and exchange rate differences. Customers understand that Xin Wang Golden Company Limited may take time to process customer withdrawals, and customers may not receive the withdrawn amount immediately. Customers agree not to hold Xin Wang Golden Company Limited responsible for any failure to meet their withdrawal requests in a timely manner. Once a withdrawal request is made, Xin Wang Golden Company Limited will deduct the amount from the customer's account balance. Customers must ensure that the designated bank account belongs to the customer, and Xin Wang Golden Company Limited does not accept deposits or withdrawals from third parties.

## **22. Reports and Confirmations**

Confirmation reports of orders and customer account statements shall be deemed correct, conclusive, and binding on the customer unless the customer makes a written objection within one day of receiving the report. Instead of mailing transaction confirmations, Xin Wang Golden Company Limited will provide customers with access to their accounts via online channels for viewing at any time. Customer objections must be sent to the address provided on the Xin Wang Golden Company Limited website, which may change from time to time, and customers should request a return receipt. If no objection is made, all actions taken by Xin Wang Golden Company Limited or its introducers before the customer receives the report shall be deemed approved. Failure to receive a transaction confirmation does not relieve the customer of the obligation to make the aforementioned objections.



## 23. Electronic Transmission of Transaction Confirmations and Account Statements

**23.1** Customers hereby agree that instead of postal mail and email, their account information and transaction confirmations may be provided through the Xin Wang Golden Company Limited platform.

**23.2** Customers will access their account information through the Xin Wang Golden Company Limited platform. Xin Wang Golden Company Limited will publish all account activities of customers, and customers will receive daily, monthly, and yearly account activity reports, as well as reports for each executed transaction and past transactions, on their online accounts. Any time account information is provided, it will include transaction confirmations with ticket numbers or IDs, transaction prices, margin used, available margin for margin trading, profit and loss reports, as well as all positions and unfilled order instructions.

## **24. Information and Communication Contact**

If there are any changes to the customer's personal information, the customer is responsible for immediately notifying Xin Wang Golden Company Limited of such changes. Reports, statements, notices, and other communications may be delivered to the customer's email address and postal address, or to addresses updated by the customer in writing and through online login methods to the company. All such communications, whether by email, postal mail, telegram, or other means, once deposited with the relevant postal authority or received by the sending authority, shall be deemed to have been sent by Xin Wang Golden



Company Limited and deemed to have been delivered to the customer, regardless of whether the customer actually receives them.

## **25. Settlement Date and Extension**

All customer precious metal positions will be displayed in USD on the trading day and settled within 48 hours, with USD as the settlement currency. Open positions will be automatically rolled over after an additional 48 hours unless:

- a. The customer provides Xin Wang Golden Company Limited with satisfactory delivery instructions, which will be subject to Xin Wang Golden Company Limited's customary and usual fees and redelivery costs.
- b. Xin Wang Golden Company Limited accepts the customer's order and has full discretion to hedge precious metal positions.

Customers are required to instruct whether to settle or hedge their precious metal positions by noon on the business day preceding the precious metal settlement date. In the absence of timely instructions from the customer, Xin Wang Golden Company Limited will be deemed to have received authorization from the customer to fully and discretionarily decide whether to extend some or all of the customer's currency positions in the Xin Wang Golden Company Limited account. All associated risks are borne by the customer. Interest will be charged on the customer's account at the time of extending precious metal positions.

## **26. Mortgage**

All funds, currencies, and other assets of the client, whether held by Xin Wang Golden Company Limited at any time for the client or at any time controlled or managed by Xin Wang Golden Company Limited for any purpose (including





safekeeping), shall be held by the Company as collateral and may be subject to general retention and hedge rights in favor of Xin Wang Golden Company Limited, regardless of the number of accounts opened by the client with the Company. Xin Wang Golden Company Limited may, at its absolute discretion and without notice to the client, at any time deposit or transfer all funds, currencies, or other assets of the client to any account of the client. The client also authorizes Xin Wang Golden Company Limited, either individually or together with the property of other clients, to use any property of the client as collateral for Xin Wang Golden Company Limited's own or third-party mortgages, re-mortgages, investments, or loans. This authorization applies to all accounts held by Xin Wang Golden Company Limited for the client and shall remain valid until the client has fully settled all debts or until Xin Wang Golden Company Limited issues a revocation notice.

## **27. Fees**

The client shall pay introducer fees, commissions, and special services or any other fees (including but not limited to premiums and discounts, statement fees, idle account fees, instruction cancellation fees, transfer fees, and other charges) incurred by Xin Wang Golden Company Limited in providing services. Xin Wang Golden Company Limited may collect commissions, fees, and/or charges without notice. The client agrees to pay interest on any amount owed to Xin Wang Golden Company Limited (calculated as follows: the prevailing bank prime rate plus 3% or the maximum rate allowed by law, whichever is lower). All such fees shall be paid by the client when incurred or as determined solely by Xin Wang Golden Company Limited. The client authorizes Xin Wang Golden



Company Limited to withhold the above fees from its account. The client agrees to pay transfer fees determined by Xin Wang Golden Company Limited when instructing Xin Wang Golden Company Limited to transfer its open positions, funds, and/or assets to other institutions. Xin Wang Golden Company Limited confirms that all prices quoted to the client do not include premiums or discounts. Regarding trading in precious metal contracts, Xin Wang Golden Company Limited may charge premiums or offer discounts to the client, including for buy or sell transactions, and these premiums or discounts may be adjusted periodically, and clients are advised to refer to online revisions.

The client agrees to be personally responsible for any taxes and charges imposed by the government on all transactions or trading activities. The client agrees that these taxes or charges may be deducted directly from the client's account at maturity or upon their accrual.

## **28. Indemnification**

The client agrees that if Xin Wang Golden Company Limited incurs any debt, loss, damage, cost, or expense, including legal fees, as a result of the client's failure to fully and promptly fulfill its obligations or if its representations or warranties are not true or correct, the client will indemnify Xin Wang Golden Company Limited, its affiliated institutions, employees, agents, successors, and assigns against any such claims. The client also agrees to immediately pay Xin Wang Golden Company Limited for any damages, costs, and expenses incurred in enforcing any provision of this agreement, including legal fees. Furthermore, Xin Wang Golden Company Limited shall not be liable or responsible for any losses arising from, but not limited to, the following:



- a. Client's actions: Actions or omissions of the client;
- b. Forgery of signatures: Forged signatures or unauthorized signatures on any account or documents related to this agreement;
- c. Malfunctions: System malfunctions, equipment malfunctions, system interruptions, or system failures (whether caused by the client, Xin Wang Golden Company Limited, or communication service providers);
- d. Delays: Delays, failures, or errors occurring when implementing any instructions;
- e. Data: Incorrect or incomplete instructions received from the client.

## **29. Recording**

The client agrees and acknowledges that all communications between the client and Xin Wang Golden Company Limited or its staff involving the client's account may be recorded, regardless of whether automatic warning prompts are used. The client further agrees that in any dispute or litigation involving any client or Xin Wang Golden Company Limited, either party may use such recordings or transcripts as evidence. The client understands and agrees that Xin Wang Golden Company Limited regularly deletes such recordings in accordance with its established business procedures.

## **30. Account Settlement and Debt Payment**

### **30.1 In the event of any of the following circumstances:**

- a. The client's death, mental incapacity, or judicial determination of incapacity;
- b. The client applies for bankruptcy, appoints a trustee, or any person applies to the court for bankruptcy, liquidation, or other similar legal proceedings against the client; the client initiates any bankruptcy or similar litigation



voluntarily or involuntarily.

- c. Any assets of the client are taken over by a receiver or similar official, or are subjected to any attachment or execution of judgment;
- d. Insufficient margin, or Xin Wang Golden Company Limited determines that any collateral used to protect a client's account is insufficient to secure that account, regardless of the prevailing market quotes;
- e. The client fails to provide any relevant information required by this agreement (such as identification documents) to Xin Wang Golden Company Limited;
- f. Any other circumstances or changes for which Xin Wang Golden Company Limited deems it necessary to take protective measures.

The client authorizes Xin Wang Golden Company Limited to exercise full discretion to take one or more of the following actions and to handle account settlements and payments in the following manner:

- a. Buying or selling any precious metal positions held for the client;
- b. Cancelling any or all unexecuted orders, or any other commitments made on behalf of the client.
- c. Using funds or property held or controlled by Xin Wang Golden Company Limited on behalf of the client to offset any debts owed by the client to Xin Wang Golden Company Limited;

In the event of the client's death, Xin Wang Golden Company Limited hereby reiterates that it will do its utmost to ensure the interests of the client. Therefore, the legal representative/beneficiary of the client must present legally valid court documents and/or relevant documents (and, if necessary,



provide legal opinions from lawyers in the relevant jurisdiction to confirm their legal inheritance rights). Xin Wang Golden Company Limited will handle the closure of accounts and withdrawal arrangements accordingly. The client agrees and confirms that Xin Wang Golden Company Limited has the right to, in special circumstances, exercise discretion in the closure and withdrawal arrangements pursuant to its absolute discretion and the terms set forth from time to time upon requests. Xin Wang Golden Company Limited also has the right to take the above measures upon receipt of preliminary documents provided by relevant parties. The client agrees and confirms the arrangements.

**30.2 Xin Wang Golden Company Limited is not required to meet the following conditions when taking any of the aforementioned actions:**

No requirement to request the client to provide margin or additional margin, or to notify the client, heirs, trustees, or assignees of any buying or selling decisions, regardless of whether the rights involved are solely owned by the client or shared with others. Xin Wang Golden Company Limited will cancel all open contracts of the client to establish what it deems beneficial for protecting or reducing the spread or all locked contracts already held by the client.

The client is responsible for any debts in their account at all times, regardless of whether their account is fully or partially closed by Xin Wang Golden Company Limited or themselves, and is responsible for any remaining debts. If the funds realized from the closure conducted under this authorization are insufficient to pay the debts owed by the client to Xin Wang Golden Company Limited, upon request, the client must immediately pay the outstanding debts,



all outstanding debts, and corresponding interest (calculated as follows: the prevailing bank prime rate plus 5% or the maximum interest rate allowed by law, whichever is lower), as well as all collection fees, including legal fees, witness fees, travel expenses, etc.

If Xin Wang Golden Company Limited pays any expenses other than collection fees for the client's account, the client also agrees to pay such expenses. Xin Wang Golden Company Limited reserves the right to pursue further actions. Thereafter, Xin Wang Golden Company Limited may at its sole discretion merge multiple accounts under the client's name and offset the debit balances between accounts. Xin Wang Golden Company Limited reserves the right to pursue further actions.

### **31. Trading Codes**

Xin Wang Golden Company Limited may provide trading codes for the Hong Kong Gold and Silver Exchange to clients for a fee. If clients require such codes, they must inform Xin Wang Golden Company Limited's customer service. Xin Wang Golden Company Limited reserves the final right of interpretation regarding the provision of trading codes but retains the ultimate right to charge fees. Clients should keep their login information confidential and securely stored. This login information is directly transmitted to clients by Xin Wang Golden Company Limited. Therefore, only the account holder has this login information and can access the trading platform for trading. Upon first login to the trading platform, clients should change their login password themselves and store it securely because clients are responsible for all trading activities in their trading accounts. If clients suspect that their login



information has been obtained by a third party, they should immediately change the password or notify Xin Wang Golden Company Limited to change the login password.

### **32. Anti-Money Laundering**

Xin Wang Golden Company Limited ("Xin Wang"), its clients, or its affiliated companies, within the knowledge of their senior management, affirm that none of their related companies, employees, directors, managers, or agents have ever violated or are currently violating any applicable anti-money laundering laws or regulations. They have not been involved or are currently involved in concealing the identities of relevant persons, the sources of funds, or the ultimate destinations of funds, or engaging in transactions, investments, or activities involving crimes specified in applicable laws or regulations.

The parties to the contract (Data Provider) agree to provide all other individuals (including but not limited to the Hong Kong Police Force or other regulatory authorities or government departments, collectively referred to as the Data Recipient) with reasonable requests for information or documents to comply with any applicable anti-money laundering laws. However, the above obligation is limited to all information or documents held by the Data Provider or obtainable by taking reasonable steps, and subject to any confidentiality obligations, privacy rights, or other legal obligations that the Data Provider must comply with to any third party, unless such obligations are overridden by relevant anti-money laundering laws or regulations.

### **33. Disclaimer and Reservation of Rights**

Customers understand, acknowledge, and agree that Xin Wang Golden



Company Limited ("Xin Wang") will not be liable for any losses (whether direct or indirect) incurred by customers due to any of the risks described in this agreement (including but not limited to the customer's acknowledgment, risk disclosure statement, and/or introducer disclosure).

Customers understand, acknowledge, and agree that Xin Wang will not be liable for any losses (whether direct or indirect) incurred by customers due to Xin Wang's exercise or non-exercise, or how Xin Wang exercises any discretion or rights granted to Xin Wang under this agreement (including but not limited to detecting front-running or manipulation activities).

Customers understand, acknowledge, and agree that Xin Wang will not be liable for any losses or liabilities (whether direct or indirect) incurred by customers due to assistance provided by customers themselves in this agreement (including but not limited to the customer's acknowledgment, risk disclosure statement, and/or introducer disclosure).

**a. Right to Revise from Time to Time**

Customers understand, acknowledge, and agree that Xin Wang Golden Company Limited ("Xin Wang") has the right to revise the terms of this agreement from time to time. Xin Wang will publish any relevant modifications or changes on its official website (web page) for customers to review. Customers are responsible for regularly reviewing the modified terms and agreeing that they will be bound by them once published.

**b. Market Risks and Online Trading**

Trading in precious metals involves significant risks and may not be suitable for every investor. Please refer to the risk disclosure statement and this





agreement for detailed information about the risks involved. Although online trading brings many conveniences and efficiencies to customers, it does not reduce the inherent risks of trading in precious metals. Therefore, customers must be prepared to bear these risks before trading.

#### **c. Communication and Power Failure**

Xin Wang Golden Company Limited ("Xin Wang") shall not be responsible for any delays in instruction transmission caused by transmission or communication facility failures, power outages, or any other reasons beyond Xin Wang's control or anticipation. Xin Wang shall only be liable for acts directly caused by Xin Wang's gross negligence, willful misconduct, or fraud. Xin Wang shall not be liable for any losses caused by the negligence of any introducer or other participant employed by Xin Wang under this agreement.

#### **d. International Internet Failures**

Since the operation of the Internet is beyond Xin Wang Golden Company Limited's ("Xin Wang") control, the stability of signals transmitted through the Internet and routing depends on the reliability of customer equipment or connections. Therefore, Xin Wang is not responsible for communication failures, errors, or delays occurring in online transactions on the Internet.

#### **e. Internet Risk Disclosure Statement**

Due to factors such as signal transmission between the Internet, its reception or lines, the setting of its equipment and systems, or the reliability of its connection systems, all of which are beyond Xin Wang Golden Company Limited's control, Xin Wang cannot be held responsible for communication failures, inaccuracies, or delays that occur during online trading on the Internet.



Trading in precious metals carries significant risks and may not be suitable for everyone. Regardless of how convenient and fast online trading may be, it cannot reduce the risks associated with trading. Customers acknowledge that the spot prices of precious metals may vary from institution to institution and can change from moment to moment, including (but not limited to) differences in data transmission time. Therefore, customers agree to accept the prices provided by Xin Wang as the best available prices at the time.

#### **f. Quotation Errors**

Xin Wang Golden Company Limited ("Xin Wang") shall not be responsible for any account balance errors resulting from certain quotation or execution errors. These errors include but are not limited to: errors in quotations by traders, quotations not from international market prices, or any quotation errors (such as those caused by hardware, software, or communication line or system failures, or erroneous external data provided by third parties). Xin Wang shall not be liable for account balance errors resulting from such errors. Customers must allow sufficient time for order execution and system calculation of required margins when placing orders. If the execution price of an order or the order setting is too close to the market price, it may trigger other orders (regardless of order type) or margin calls. Xin Wang shall not be responsible for margin calls, account balances, or account positions resulting from insufficient time for order execution or calculation by the system. The above does not constitute an exhaustive list, and in the event of quotation or execution errors, Xin Wang reserves the right to make any corrections or adjustments. Any disputes regarding quotation and execution errors shall be



solely determined and resolved by Xin Wang. If Xin Wang incurs any loss, damage, or liability as a result, the customer agrees to indemnify Xin Wang.

**g. Password Protection**

Customers understand and acknowledge that their trading passwords must be kept strictly confidential, and customers are the only authorized users of their trading passwords. Customers must keep their passwords confidential to ensure that third parties cannot access all trading information, including account login numbers and passwords.

Customers agree to be responsible for all instructions transmitted via email or electronic trading platforms and for all instructions sent to Xin Wang via email, electronic trading platforms, telephone, or in writing, even if they are sent by third parties, authenticated with customer passwords or customer signatures and account numbers, and believed by Xin Wang to be authorized by the customer based on Xin Wang's judgment. Xin Wang is not responsible for further inquiries into these apparent permissions or for the consequences of actions taken or not taken based on these apparent permissions. Customers are solely responsible for the confidentiality, security, and use of passwords. If customers disclose their trading passwords to third parties for any unauthorized use, operation, or delegation of any non-self-operation behaviors, regardless of whether the password disclosure is intentional, unintentional, or erroneous, customers must be responsible for all transactions, losses, fees, and expenses incurred. Xin Wang shall not be responsible for any losses, fees, and expenses incurred as a result of any transactions executed by others on the trading account or delegated trading. Xin Wang will not



entertain any complaints arising from this. In case of any disputes over transactions, Xin Wang's system records shall prevail. Xin Wang reserves the ultimate right of interpretation and decision-making.

#### **h. Rejection of Orders Placed via Operation Software**

To maintain the fairness of online trading, Xin Wang does not accept any orders placed through operation software on its systems other than those authorized by Xin Wang. If discovered, such operations will result in disqualification from trading, considered illegal, and profits obtained will be deemed illegal profits. Xin Wang will reclaim all illegal profits and necessary expenses (including deposit fees, administrative fees, trading code fees, etc.).

#### **i. Disclosure of Personal Information**

Customers agree to allow Xin Wang to disclose personal information to relevant institutions as required by law, including but not limited to compliance with court orders or other official requests, or to protect Xin Wang's rights and property when Xin Wang needs to cooperate with regulatory agencies or law enforcement agencies to disclose customer personal information. Where permitted by law, customers will be notified of the privacy policy regarding the disclosure of non-public personal information to third parties not affiliated with Xin Wang and will be given sufficient time to opt out of participating in such disclosure. Revised privacy policies and new opt-out notices will be provided to customers before adopting new privacy policies or disclosing information to new third parties not affiliated with Xin Wang. All Xin Wang employees will be reasonably supervised when implementing policies to ensure compliance with relevant laws.



## **j. Arbitrage**

Internet, online delays, errors in quotations, or flaws in quotation systems sometimes result in quotations displayed on the Xin Wang trading platform not accurately reflecting real-time market prices. "Arbitrage" or "scalping," or profit-taking behavior exploiting price differentials due to network delays, cannot exist in over-the-counter trading markets where customers directly trade with dealers. Xin Wang does not permit customers to engage in such arbitrage behavior on its trading platform. Trades conducted relying on arbitrage opportunities due to price delays may be revoked. Xin Wang reserves the right to make necessary modifications and adjustments to accounts involved in such transactions. Xin Wang may, at its sole discretion, require intervention by traders, approve all orders, or terminate accounts related to customers without prior notice. Xin Wang has the sole authority to resolve disputes arising from arbitrage or price manipulation. Xin Wang reserves the right to restrict withdrawals until the above issues are resolved. Any actions or resolutions stated herein shall not prejudice or waive any rights of Xin Wang or its right to recover.

## **k. Price, Order Execution, and Platform Manipulation**

Xin Wang strictly prohibits accounts from manipulating its prices, execution, and platform in any form. If Xin Wang suspects any account of engaging in manipulation, Xin Wang reserves the right to investigate and review the account and may deduct profits earned from related activities from the suspected account. Xin Wang reserves the right to make necessary corrections or adjustments to relevant accounts. For accounts suspected of engaging in



manipulation, Xin Wang may, at its sole discretion, require intervention by traders, approve orders, or terminate accounts related to customers. Xin Wang has the sole authority to resolve any disputes arising from arbitrage or price manipulation. Xin Wang may, at its discretion, decide to report relevant events to any relevant regulatory or law enforcement agencies. Any actions or resolutions stated herein shall not exempt or prejudice Xin Wang's rights or claims against customers, all of which are expressly reserved rights or claims.

### **I. Bankruptcy Risk Disclosure**

Transactions conducted by customers with Xin Wang are not conducted on an exchange. In the event of Xin Wang's bankruptcy, customers may not receive priority repayment for funds deposited with Xin Wang or profits earned from trading. Customers are unsecured creditors and do not have priority repayment rights. They will be repaid alongside other creditors after the company completes priority repayments.

### **m. Special Statement Regarding Remittances to the Company**

Xin Wang strongly advises customers to seek professional advice in their local jurisdiction, including but not limited to legal and tax advice, regarding compliance pathways for remittances to locations outside their country or region and the potential risks and liabilities involved.

Xin Wang hereby reiterates that it does not guarantee the legality and compliance of remittance channels provided on its official website to customers' jurisdictions. If customers remit funds to Xin Wang or its designated accounts through channels not permitted in their country or region, customers must clearly understand and agree that they cannot hold



Xin Wang responsible for any liability or loss arising from their remittance actions in any form.

All remittances are subject to the actual amount received by Xin Wang.

Xin Wang will not and does not need to bear any responsibility for any remittance actions taken by customers without authorization.

#### **n. Online Payment Channel Risk Disclosure Statement**

Customers using Xin Wang's online payment channels do so at their own risk. Customers must assess the accuracy, completeness, and availability of online payment channels' content and bear all related risks. If there are any doubts about the content, customers must seek independent advice or choose alternative payment methods.

Xin Wang is not responsible for the accuracy or completeness of the information or services provided by online payment channels. Xin Wang will strive to provide a convenient and practical payment channel but cannot guarantee the correctness of its content or the absence of computer viruses or other issues on the servers operating the online payment channels. Xin Wang monitors the stability, reliability, and security of the computer systems to the best of its ability. However, customers hereby acknowledge that they will not hold Xin Wang liable for any matters or issues related to this.

Xin Wang will not be liable for any direct, indirect, special, or consequential losses or damages suffered or incurred as a result of customers using the online payment channels or any information or services provided by the online payment channels.

Customers fully and unconditionally accept this disclaimer and agree to be



bound by it when using the online payment channels and any information or services provided by the online payment channels.

#### **o. Abnormal Transactions**

To establish a fair and just trading platform, Xin Wang Golden Company Limited will conduct further investigations into any abnormal trading activities that occur on customer trading accounts on any of our trading platforms. These abnormal trading activities include, but are not limited to, the following:

1. Opening and closing positions within 180 seconds or less.
2. Using malicious programs or external software for trading.
3. Making a large number of trades on the same account at the same time.
4. Using the same device to trade with multiple different accounts.
5. Illegally profiting by affecting the international market price of a product.
6. Engaging in hedging arbitrage by trading in different directions with different trading accounts.
7. Sudden large volume trading, such as going from 0.01 lots to around 5-10 lots.

Xin Wang Golden Company Limited reserves the right to periodically adjust the definition of abnormal trading based on risk control considerations.

Xin Wang Golden Company Limited hereby solemnly declares that it will not allow any individuals to engage in any improper trading activities using trading accounts. For the abnormal trading situations described above (including but not limited to), the company will handle the abnormal trading accounts in accordance with the handling methods for abnormal trading specified in the official website's "Trading Rules."





### **34. Regarding Cookies**

Cookies are small tracking programs stored on the customer's hard drive, which can track and store information about the customer's use of online services. Customers agree that Xin Wang Golden Company Limited may set and access cookies on their computer to assist in understanding which advertisements and promotions attract customers to browse Xin Wang Golden Company's website. Xin Wang Golden Company and its branches may use cookies to track customer browsing on Xin Wang Golden Company's website, and the collected and shared information is anonymous and cannot be individually identified.

### **35. Security Technology**

Xin Wang Golden Company Limited uses Secure Socket Layer (SSL) encryption technology to protect the information provided by customers. This technology ensures that customer data is transmitted to Xin Wang Golden Company without being intercepted or stolen by others. Xin Wang Golden Company is committed to ensuring that the website is secure and compliant with industry standards, and uses other data protection tools such as firewalls, authentication systems (passwords and personal identification numbers), and access control mechanisms to control unauthorized system access and data access.

### **36. Personal Data Privacy Policy**

**36.1** Xin Wang Golden Company Limited's privacy policy is designed to protect customers' rights in accordance with the Personal Data (Privacy) Ordinance, facilitate the opening and maintenance of precious metal accounts for



customers, and provide financing and financial advisory services. Xin Wang Golden Company faithfully monitors and maintains the confidentiality of the personal information provided by customers. Except with legal authorization, Xin Wang Golden Company will never disclose any non-public information to anyone.

**36.2** When customers open trading accounts with Xin Wang Golden Company, the personal information provided will only be used for internal business purposes of the company, such as assessing customers' financial needs, processing customer transactions and other requests, providing information about products and services, providing general trading services, and confirming customer identity as required by regulatory procedures. Xin Wang Golden Company may require customers to provide operational information including but not limited to:

- a.** Personal information provided on account application forms and other forms related to Xin Wang Golden Company, such as name, address, date of birth, identity document or passport number, occupation, assets, and income information;
- b.** Information related to transactions between customers and Xin Wang Golden Company and its affiliated companies;
- c.** Information about customer investigation reports;
- d.** Information verifying customer identity, such as government records, passports, or driver's licenses.

Xin Wang Golden Company Limited will only allow limited access to customer-provided information by employees serving customers to provide relevant



customer service and product information. Xin Wang Golden Company will only authorize access to relevant information through electronic systems when applying for new account openings. These procedural requirements are in place to safeguard the confidentiality of customer's non-public information and protect customer privacy. Xin Wang Golden Company will not sell or lease customer's names and personal information to anyone.

**36.3** If Xin Wang Golden Company holds customer personal information, customers agree that Xin Wang Golden Company (subject to compliance with this regulation) may use such personal information for the following purposes:

- a.** Personal information collected by Xin Wang Golden Company Limited is solely used for the company's business operations and other related activities.
- b.** Xin Wang Golden Company Limited may transfer customers' personal information to other members of the Xin Wang Golden Company Group or authorized agencies for business promotion purposes, but only in compliance with the law.
- c.** Xin Wang Golden Company Limited is committed to ensuring that its website is secure and compliant with industry standards. It employs additional data protection tools such as firewalls and authentication systems (passwords and personal identification numbers) to prevent unauthorized access to the website and data.
- d.** Xin Wang Golden Company Limited may use cookies on customers' computer settings to assist in analyzing and understanding the effectiveness of marketing strategies. Xin Wang Golden Company and its employees may use cookies to track customers' browsing activities on the Xin Wang Golden



Company website. The collected and shared data is anonymous and cannot be individually identified.

**e.** Xin Wang Golden Company Limited stores customers' personal information confidentially to prevent unauthorized use or disclosure. Employees of Xin Wang Golden Company respect customer privacy and will not disclose any information to unauthorized individuals.

**f.** Customers agree that Xin Wang Golden Company Limited may disclose their personal information to relevant institutions as required by the online payment system policy when customers make deposits or withdrawals through payment channels to verify their identity.

**g.** Customers agree that Xin Wang Golden Company Limited may disclose all information (and other information) about customers to regulatory authorities and other government agencies in accordance with legal or regulatory requirements.

**h.** Customers may periodically access and update their personal information stored by Xin Wang Golden Company Limited.

**i.** Customers agree that Xin Wang Golden Company Limited may authorize some companies that are not affiliated with Xin Wang Golden Company to use customers' personal information to assist in preparing and mailing monthly statements, performing necessary maintenance and development work, and other services provided to customers by Xin Wang Golden Company. Xin Wang Golden Company requires these companies to keep the relevant personal information confidential.

**j.** Xin Wang Golden Company Limited will make every effort to ensure that the



personal information collected from customers is properly stored in the storage system and can only be accessed by authorized employees or companies representing Xin Wang Golden Company to provide services. However, due to the open and global nature of the Internet, Xin Wang Golden Company may be unable to protect and keep customers' personal information confidential from deliberate interference by third parties. When browsing web pages operated by others through Xin Wang Golden Company's website, customers' personal information is not within the scope of Xin Wang Golden Company's personal data privacy terms and conditions.

### **37. Telephone Liquidation**

**37.1** If the trading platform cannot be accessed, Xin Wang Golden Company Limited reserves the right to provide telephone liquidation services for clients. Clients need to provide their trading account number, password, and identification number. Customer service representatives have the right to further verify the client's identity information, and clients need to cooperate with the confirmation process. After providing the correct information, it indicates that the telephone call is authorized by the client. Xin Wang Golden Company Limited will not further verify other information provided by the caller, nor will it be responsible for any losses caused by the submission of the client's identity information by someone other than the client.

**37.2** Clients need to call the designated telephone liquidation number provided by Xin Wang Golden Company Limited to conduct telephone liquidation transactions. Telephone liquidation can only proceed after Xin Wang Golden Company confirms the client's identity. During the telephone



liquidation process, clients need to clearly state the order number, type of commodity, and direction of the position. Subsequently, the trader will close the position for the client at the prevailing market price and confirm the liquidation price with the client. Telephone liquidation is considered complete only after confirmation by Xin Wang Golden Company Limited.

**37.3** Xin Wang Golden Company Limited cannot control call signal and client call volume. Clients agree not to hold Xin Wang Golden Company liable for any losses resulting from waiting for telephone liquidation or for any losses resulting from the client's inability to use telephone liquidation for any reason.

### **38. Entire Agreement**

This agreement, together with the account opening application and relevant attachments, constitutes the entire agreement between the parties. This agreement supersedes all previous written or oral agreements related to leveraged spot precious metals trading signed or committed by both parties.

In the event of any inconsistency between the Chinese and English versions of this agreement, the Chinese version shall prevail.



**If there is any inconsistency between the Chinese and English versions of this agreement, the Chinese version shall prevail.**

### **Applicable law and jurisdiction**

Any dispute, controversy, claim, breach, termination, or invalidity arising out of or relating to this agreement shall be governed exclusively by the laws of Hong Kong and shall be resolved through arbitration. The arbitration shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) in effect at the time of the arbitration notice, designated by the Hong Kong International Arbitration Centre (HKIAC) and conducted by an arbitrator appointed by the HKIAC, chosen by Xin Wang Golden Company Limited. The place of arbitration shall be in Hong Kong. The language of the arbitration shall be Chinese. This agreement shall be interpreted under the laws of the Hong Kong Special Administrative Region where Xin Wang Golden Company Limited is located. Any decision rendered by such arbitration shall be final and binding, and may be enforced by any court of competent jurisdiction.



Party A: Xin Wang Golden Company Limited

Party B:

(Seal Area)

(Seal Area)

Signature:

Signature:

Date:





## **Attachment 1 Account opening application form**

### **I hereby declare that:**

1. The information and statements contained in this account opening application are true, complete, and accurate.
2. I will take full responsibility for all instructions issued by me personally and by the trading system.
3. I am the person prepared to receive commercial/economic benefits from the trading and/or assume commercial/economic risks.

I hereby confirm and agree that Xin Wang Golden Company Limited may rely entirely on the above information and statements for all purposes unless notified of changes by me.

I acknowledge that I have read and understood the Xin Wang Golden Company Limited Customer Agreement, including the Customer Declaration and Risk Disclosure Statement in the attachments, and have been advised to seek independent advice before opening an account. I agree to be bound by the terms and conditions of the Xin Wang Golden Company Limited Customer Agreement and understand and acknowledge that Xin Wang Golden Company Limited reserves the right to revise the terms and conditions of this agreement from time to time. Xin Wang Golden Company Limited will publish any relevant modifications or changes on its website ([www.gold19.com](http://www.gold19.com)). It is my responsibility to regularly review such amendments and agree to be bound by such revisions.



I acknowledge that Xin Wang Golden Company Limited does not provide any investment, tax, or legal advice. Xin Wang Golden Company Limited reserves the right to revise the terms of this agreement from time to time.



## Appendix 2 Trading Details

Trading regulations may change from time to time depending on market conditions, and the content of the trading regulations is subject to the announcements and publications on the official website. Xin Wang Golden Company Limited reserves the right to interpret the trading regulations.

### 1. Spread Adjustment

In response to market conditions, the trading platform may adjust the spread based on market liquidity or significant market fluctuations, with the system display as the reference. During significant market volatility, spread costs may be adjusted accordingly, with the system display as the reference. Xin Wang Golden Company Limited reserves the right to adjust the spread charged by the trading platform at any time without prior notice. Xin Wang Golden Company Limited retains the right to interpret and decide on the spread charges.

### 2. Forced Liquidation

When the account's margin level reaches 30%, the system will initiate forced liquidation starting from the most losing trades until the margin returns to above 30%. In cases of significant price gaps, forced liquidation may occur below the 30% margin level or result in a negative balance. The maintenance margin requirement increases to 100% in the last 30 minutes before the closure of trading on weekends or international holidays. After international holidays or before the market opens on Mondays, the maintenance margin requirement returns to the 30% level, and clients should monitor the funding situation of their open positions. Clients should note that overnight interest charges apply



over weekends, and these charges should be considered.

#### **4. Validity Period for Pending Orders and Stop Loss/Profit Settings**

The validity period for pending orders and stop loss/profit settings is one week.

Any pending orders not executed or stop loss/profit settings not triggered before the weekend or international holidays will be canceled. Clients can reset them after the international holidays or when the market reopens on Monday if needed.

#### **5. Deposit**

**a.** Clients can deposit funds into their trading accounts using the deposit methods provided on the Xin Wang Golden Company Limited website.

**b.** Xin Wang Golden Company Limited will not be able to process deposits for clients unless it verifies and confirms receipt of the deposit funds.

**c.** Any fees incurred by clients through bank remittance deposits are the responsibility of the clients themselves.

**d.** Xin Wang Golden Company Limited cannot guarantee the internet connection status. Clients agree not to hold Xin Wang Golden Company Limited responsible for any losses incurred due to the inability to deposit funds on the website in a timely manner.

#### **6. Withdrawal**

**a.** Clients must submit a copy of their valid ID and bank card before making their first withdrawal with Xin Wang Golden Company Limited. Otherwise, Xin Wang Golden Company Limited will not process the client's withdrawal request.

**b.** The maximum withdrawal limit for single withdrawals for domestic and foreign clients is 100,000 RMB (or equivalent currency). There is no limit for Hong Kong



clients.

- c. For each withdrawal application from domestic and foreign clients, once the application is successful, the remittance fees are borne by the client.
- d. If the client applies for a withdrawal of less than 50 USD for each withdrawal, once the application is successful, Xin Wang Golden Company Limited will charge a fee of 10 USD as a remittance fee.
- e. Xin Wang Golden Company Limited will begin processing the withdrawal request from the date of receipt and is expected to remit the funds on the same day according to the process.
- f. Due to factors related to partner institutions, the speed of bank processing funds is beyond the control and accurate estimation of Xin Wang Golden Company Limited. Therefore, there may be delays in clients receiving the withdrawn funds. Clients agree not to hold Xin Wang Golden Company Limited responsible for delays in the arrival of funds.
- g. The currency of the funds received depends on the region where the client's receiving bank card is located. For clients with bank cards in mainland China, the currency received is RMB, for clients in Hong Kong, the currency received is HKD, and for clients in other regions, the currency received is USD.
- h. Xin Wang Golden Company Limited reserves all rights to interpret and decide on deposit and withdrawal fees.

## **7. Exchange Rate**

All non-USD deposits will be converted into USD at market exchange rates. When making withdrawals, Xin Wang Golden Company Limited will exchange the corresponding currency for clients according to the market exchange rates. Clients



agree that Xin Wang Golden Company Limited will exchange currencies based on the market exchange rates provided.

## **8. Trading Codes**

a. Trading codes are obtained by Xin Wang Golden Company Limited from the Hong Kong Gold and Silver Exchange. The Hong Kong Gold and Silver Exchange will issue trading codes only when the trading prices are confirmed to be reasonable. If clients need to inquire about trading codes, they must inform customer service. Xin Wang Golden Company Limited reserves the right to interpret the provision of trading codes.

b. Opening/closing trading codes correspond one-to-one with the client's order number and are unique.

## **9. Restrictions on Ultra-Short Positions**

Xin Wang Golden Company Limited does not impose specific restrictions on short-term trading. As long as it is a normal transaction, short-term trading is acceptable.

## **10. Transaction History and Transaction Records**

In the event of a dispute between the client and Xin Wang Golden Company Limited, Xin Wang Golden Company Limited reserves the right to disclose the client's transaction history and transaction records to clarify its rights.

## **11. Trading Platform Execution Mechanism**

Clients understand and agree that the trading platform processes orders according to its own execution mechanism. When multiple orders arrive at the valid price at the same time, the execution order is not necessarily based on the order in which they arrived at the price. The order of establishing trading orders is also a determining factor. In cases involving the order of simultaneous orders reaching



the price, clients agree to abide by the trading platform's processing mechanism. Xin Wang Golden Company Limited has the final interpretation right over the trading platform's processing mechanism.

## **12. Set Distance**

The set distance from the current price for pending orders and stop-loss/profit-taking orders may vary at different times. Xin Wang Golden Company Limited reserves the right to change the set distances at any time without prior notice, and all set distances are subject to the actual settings in the trading platform system.

## **13. Promotions**

Xin Wang Golden Company Limited has the right to interpret the promotions provided to clients and has the decision-making power over whether clients are eligible for promotions and the amount of promotions.

## **14. Pending Order Execution Explanation**

Xin Wang Golden Company Limited is committed to providing clients with the best possible trade execution and strives to fulfill all orders at the requested prices.

However, there are instances where orders may be affected due to increased volatility in the international market. This often occurs during fundamental news events or periods of high volatility, such as during overnight interest periods when liquidity tends to be limited. During such periods, the type of orders, the quantity required, and specific order instructions may impact the overall trade execution that clients receive.

Market fluctuations during volatile periods may lead to challenges in order execution. For example, the price at which clients expect their orders to be executed may differ significantly from the price selected or quoted due to market



movements. In such cases, traders anticipate executing trades at a specified price, but within milliseconds, the market may have moved significantly away from that price. The client's order will then be executed at the next available price for that specific order. Xin Wang Golden Company Limited's platform offers various basic and advanced order types to assist clients in mitigating execution risks. In such cases, orders will be executed at the best available price within the specified range if there is sufficient liquidity in the market. If orders cannot be executed within the specified price range, they will not be executed. Additionally, when triggered, stop-loss orders will be converted to market orders that can be executed at the next available market price. Stop-loss orders ensure trade execution but do not guarantee execution at a specific price, as execution is subject to market prices.





### **Appendix 3 Anti-Money Laundering Memorandum**

I hereby declare that I have opened an account with Xin Wang Golden Company Limited and have read, understood, and agreed to the following declaration regarding money laundering activities.

This declaration refers to money laundering activities including but not limited to the sale of controlled drugs, providing funds to terrorist organizations, and financial misconduct. The sale of controlled drugs refers to the manufacturing, importing, or selling of controlled drugs.

Financial misconduct includes hiding assets from recipients, custodians, trustees, or court-appointed officers, concealing assets from creditors in bankruptcy proceedings, intentionally violating bankruptcy laws, creating false transfer activities, making false oaths or claims in bankruptcy proceedings, and bribery.

In loan procedures, giving commissions or gifts, theft, embezzlement, or applying for improper loans from banks, other lending institutions, or insurance companies, presenting false loan or credit applications to banks or credit agencies, and mail, wire, or bank fraud or robbery and theft in bank mailing operations.

Money laundering also includes conducting deposit and loan transactions with individuals or businesses from areas known for drug trafficking, and using or assisting political figures or their agents to invest in activities related to funds that cannot be explained, or large sums of money described as funds of government agencies or state-owned enterprises, or government contract commissions.

Other criminal activities related to money laundering include raising funds for terrorists, counterfeiting, espionage, kidnapping and abduction, infringement of copyrights, or introducing goods through false declarations, misappropriating or removing goods under customs custody, and illegal production of weapons.

**I have read, understood, and agreed to the contents of this anti-money laundering memorandum. I hereby confirm that my assets are not derived from the activities described in the memorandum. Each time I make a payment to Xin Wang Golden Company Limited, it shall be deemed as a repeated declaration of this statement.**



## Appendix 4 Personal Data Collection Statement

### I hereby declare:

1. I hereby declare that the information and documents (including but not limited to: identity proof documents, bank account proof, address proof) provided on the application form for opening an account with Xin Wang Golden Company Limited are true and accurate. I understand that Xin Wang Golden Company Limited will verify my account opening application based on the disclosed information (including the required documents). I also confirm that I have obtained consent from any relevant third parties for the disclosure of their personal data.
2. I understand and accept the contents of this declaration, and I submit the forms and required documents accordingly.
3. The data and declarations provided on this account opening application form are true, complete, and correct.
4. I agree that Xin Wang Golden Company Limited may verify the accuracy of the information provided to any relevant parties. I understand that once the information (including the required documents) provided in this application form is submitted, regardless of approval or rejection, it becomes the property of Xin Wang Golden Company Limited. If the application is not approved or the account is later canceled, Xin Wang Golden Company Limited reserves the absolute right to retain or cancel the relevant data and documents, and I agree and confirm to this arrangement.



5. I agree that Xin Wang Golden Company Limited has the right to request additional information and documents from me to support my account opening application. All documents, including the original and duplicate copies of this application form, will not be returned.

6. I agree that Xin Wang Golden Company Limited has the ultimate discretion to approve or reject the account opening application without providing any reasons.

7. I understand that online trading is a new and rapidly evolving information technology product. Therefore, I understand that the technology of online trading may have certain limitations that may not meet my requirements. I understand that Xin Wang Golden Company Limited will make every effort to keep my personal information confidential, and Xin Wang Golden Company Limited shall not be liable for any claims, losses, or demands arising from the unauthorized disclosure of my personal information.

8. I will take full responsibility for the instructions issued by me personally and by the trading system.

9. I am prepared to receive the commercial/economic benefits of trading and/or bear the commercial/economic risks.

10. I have read and agree to the "Personal Data Collection Statement" and "Personal Data Privacy Policy" and agree to comply with and abide by all the terms and provisions contained in the account opening application form.



**I hereby confirm and agree that unless Xin Wang Golden Company Limited receives notification of changes from me, Xin Wang Golden Company Limited may fully rely on the above information and declarations for all purposes.**

**I confirm that I have carefully read and agree to accept the Xin Wang Golden Company Limited Customer Agreement (including all contents in the annexes).**

**I agree to be bound by the terms and conditions of the Xin Wang Golden Company Limited Customer Agreement, and understand and acknowledge that Xin Wang Golden Company Limited has the right to revise the terms and conditions of this agreement from time to time.**

**Xin Wang Golden Company Limited does not provide any investment, tax, or legal advice. I confirm that I have been informed to seek independent advice before opening an account.**