

Customer Complaint Letter

- 1. Trading in precious metals is only suitable for professional institutions or professional investors whose financial strength can withstand losses far exceeding the value of margin or deposit.
- 2. Customers should be aware that margin-based precious metals trading is one of the riskiest investment methods in the financial markets and is only suitable for experienced investors and institutions. Accounts opened at XW Gold allow customers to trade precious metals at very high leverage ratios. Given the possibility of losing the entire investment, funds used for speculation in the precious metals trading market must be risk capital, and their losses will not have a significant impact on the financial condition of individual customers or institutions.
- 3. If a customer has only invested in low-risk investment products in the past, they may need to learn about precious metals trading before engaging in formal buying and selling. Customers need to realize that if market trends do not match their expectations when trading precious metals, they may lose all the funds deposited with XW Gold as initial margin. If customers wish to continue investing, they must confirm that the invested funds are pure risk capital, and the loss of these funds will not jeopardize their lifestyle or harm their future retirement plans. Additionally, customers must fully understand the nature and risks of precious metals investment, and the losses they incur in their investments will not affect third parties.
- 4. The business of precious metals is not conducted in organized market exchanges, so there is no need for public outcry. Although many computer and mobile-based systems provide real-time prices and quotes, the two may differ due to market liquidity. Many electronic trading facilities are assisted by computer and mobile-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 limited liability of system providers, market banks, and/or financial institutions. These liabilities may vary.
- 5. In the precious metals market, the company conducting trades for customers may



also be counterparties to the customer's trades. In such cases, closing out positions, assessing value, determining fair value, or assessing risk may be difficult or impossible. Due to these reasons, such trades may involve greater risks. Precious metals trading may be subject to less regulation or regulated by different regulatory systems. Before commencing trading, customers should understand the applicable regulations and associated risks.

- 6. XW Gold cannot guarantee the credibility of customers' trading counterparts; XW Gold can only strive to trade with institutions and clearinghouses with good reputations. Additionally, it is possible that a decrease in trading liquidity could lead to the cessation of precious metals trading, thereby hindering the closure of unfavorable positions and potentially resulting in significant financial losses.
- 7. The customer acknowledges that transactions for the purchase or sale of precious metals are credited to the customer's account on a per-trade basis.
- 8. XW Gold's margin policies, 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. Failure to do so may result in the liquidation of positions and corresponding losses. XW Gold reserves the right to refuse orders or provide market hedging.
- 9. Trading on a particular electronic trading system may not only differ from interbank market transactions but also from trades conducted on electronic systems of other companies. If a customer engages in trading on a specific electronic platform, they will face risks associated with that system, including hardware and software failures. System failures may result in customer orders being difficult to execute according to their instructions or being unable to execute at all.
- 10. XW Gold and the authorized company are entirely independent. If the customer agrees and conducts registration and deposit/withdrawal operations through the authorized company, all resulting responsibilities are borne by the customer and the authorized company.
- 11. XW Gold is not responsible for any statements or guarantees made by any introducing broker. XW Gold will also not be held accountable for any losses incurred



by clients due to the statements and/or actions of introducing brokers; XW Gold does not provide any direct or indirect support or endorsement for the operations of introducing brokers.

- 12. Customers must fully comply with relevant laws and regulations in their jurisdiction, including obtaining government or other approvals as required for compliance with any other procedures within the region or jurisdiction, as well as paying any local taxes, tariffs, and other amounts related to trading on the platform. Customers trading on the XW Gold platform will be deemed to have declared and warranted to XW Gold that they have complied with local laws and regulations. If customers have any questions about their situation, they should consult a professional advisor. Customers acknowledge that XW Gold has not made any guarantees regarding the tax implications or treatment of precious metals contracts.
- 13. All customers must be aware that any guaranteed returns are illegal. Additionally, XW Gold is not responsible for any statements or guarantees made by XW Gold, its employees, and/or affiliates unless they are documented and signed by authorized personnel of XW Gold.



Trading Regulations

Definitions and Explanations

1.1 In this contract agreement, unless otherwise specified by the context, the following phrases have the following meanings:

XW Gold: Includes XW Gold Limited and its successors and assigns.

Customer: If the customer is an individual, it includes the customer and their executors and administrators of the estate; if the customer is a sole proprietorship, it includes the sole proprietor and their executors and administrators of the estate, as well as successors to their business; if the customer is a partnership, it includes the partners of the partnership during the period the account is held and their executors and administrators of the estate, new partners and their executors and administrators of the estate, as well as successors to the partnership; if the customer is a corporation, it includes the corporation and its successors.

Agreement: Includes this Agreement, the Customer Complaint Letter in the Appendix, Risk Disclosure Statement, Account Opening Application Form, Customer Declarations, and all other agreements or authorizations given by the Customer at any time to maintain the validity of their XW Gold account, as well as all appendices, lists, supplements, and amendments related to the above documents published in writing by XW Gold from time to time.

Account: Refers to the trading account opened by the customer with XW Gold.

Online Service: Refers to the online trading service provided by XW Gold, including any information contained in the service system and the software constituting the system.

Initial Margin: Refers to the minimum amount that the customer must deposit with XW Gold as collateral for all transactions each time a trading instruction is issued or before issuance. This amount may be determined at the discretion of XW Gold from time to time.

Written: Unless otherwise expressly specified in this Agreement, it includes writing, printing, telecommunication information, email, facsimile, and any other clear and discernible method of reproducing text or graphics. For XW Gold, it also includes



content published on the official website of XW Gold.

Maintenance Margin: Refers to the minimum balance that must be maintained for each contract after the initial margin is deposited by the customer. This amount may be determined at the discretion of XW Gold from time to time.

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

Login Password: Refers to the private password assigned by XW Gold to the customer and used together with the customer's username to access the services consecutively.

Service: Refers to any service or precious metals trading facility provided by XW Gold and/or on behalf of XW Gold. These facilities enable customers to give instructions to buy and/or sell precious metals via the internet or other means, and to access account information and receive related services.

Intermediary: Refers to the intermediary or introducer who introduces customers to open an account with XW Gold. They are independent collaborating entities and not employees of XW Gold.

China Securities Regulatory Commission (CSRC): Refers to the China Securities
Regulatory Commission established according to the Securities and Futures Ordinance.

Securities and Futures Ordinance: Refers to Chapter 571 of the Hong Kong Laws, which is periodically revised or updated.

Username: Refers to the private name identifier assigned by XW Gold to the customer, which is used together with the password to access consecutive services, account information, and other related services.

- **1.2** Each heading is for convenience of reference only and shall not affect the interpretation of this Agreement.
- **1.3** This agreement uses singular and plural forms interchangeably, and words referring to a particular gender include all genders. The paragraph headings in this agreement are included for convenience of reference only and do not limit or affect the application or interpretation of the paragraph provisions.



2. Customer Declaration

- 2.1 When signing this agreement and applying for account opening, the customer confirms that they have been informed that XW Gold is registered as a member of the Hong Kong Gold and Silver Exchange and holds a license as a member of the Gold and Silver Exchange. The operations must comply with the rules of the Gold and Silver Exchange. Currently, over-the-counter precious metals trading is not regulated activities under the Securities and Futures Ordinance. The customer has read this agreement carefully, understands, agrees to, and accepts its contents and trading regulations. The customer is aware that XW Gold is operating legally and in compliance, and agrees to be bound by the terms and conditions of this agreement and not to allow the account to be used by others in any form, especially the Customer Complaint Letter and Risk Disclosure in the appendix. The customer fully understands the nature of such transactions and the risks involved at the time of signing this agreement.
- **2.2** The customer also confirms when signing this agreement and applying for account opening that their account belongs to the customer themselves, and that all transactions or non-transaction instructions issued through the customer's account are the customer's own actions. XW Gold reminds the customer again of the importance of ensuring the confidentiality of their account and password and/or not allowing others to use them, and the customer is fully responsible for instructions issued from their account.

3. Account Opening and Closure

3.1 If the customer checks the box "I have carefully read and agree to the above agreement" in the account opening application form on the XW Gold website, the legal effect is equivalent to physically signing the agreement. XW Gold will not separately mail the customer agreement. Customers must visit an XW Gold office, present valid original identity documents for signing, and collect the original customer agreement. However, the effective date of the agreement shall be the time when the box is checked on the account opening application form. XW Gold will promptly upload the latest revised agreement content, and it is necessary for customers to check it themselves to ensure their right to know.



- **3.2** To safeguard the interests of customers, XW Gold only accepts individuals with valid identification to open trading accounts. Each person can only open one trading account with their identification number. If it is found that the same investor holds multiple accounts with XW Gold simultaneously, XW Gold reserves the right to cancel the investor's other accounts.
- **3.3** If a customer needs to close their account, they must fill out an account closure application form. If the customer has already closed their positions, XW Gold will process the application within two business days of receiving it.

4. Deposits and Withdrawals

4.1 Customers can deposit funds into their trading accounts using the deposit methods provided on the XW Gold website. XW Gold will not be able to process deposits for customers unless it has verified and confirmed the receipt of the customer's deposited funds. Any fees related to bank transfers for deposits shall be borne by the customer. All deposits are subject to confirmation by XW Gold upon receipt of the customer's deposited funds. Customers shall not hold XW Gold liable for any failure to accept or confirm order instructions or closing instructions due to deposits or any other reasons.

XW Gold only accepts deposits from customers to their designated bank accounts. XW Gold will not accept deposits from customers' immediate family members or closely related individuals on behalf of the customer, nor will it accept deposits from third parties on behalf of customers. XW Gold reserves the right to investigate, verify, and refuse deposits from customers' immediate family members, closely related individuals, or collaborating entities. If customers fail to submit the relationship proof and account proof documents required by XW Gold, XW Gold will immediately freeze the customer's account for investigation, prohibit all transactions in the account, and fully reserve the right to take the following actions on the customer's account:

4.1.1 If a customer's account has never conducted any transactions, XW Gold will deduct ten percent of all deposits from collaborating institutions as reasonable operating costs, and the remaining balance will be refunded to the depositing bank account.



- **4.1.2** If a customer's account has conducted any transactions, XW Gold will cancel all transactions and benefits (including but not limited to rebates, bonuses) from deposits made by collaborating institutions. After deducting ten percent of all deposits from collaborating institutions as reasonable operating costs, the remaining balance will be refunded to the depositing bank account.
- **4.1.3** XW Gold reserves the discretion to report relevant events to any regulatory or law enforcement agencies.
- **4.2** Before opening an account or making the first withdrawal, customers must submit valid identification documents to XW Gold. Otherwise, XW Gold will not process the customer's account opening or withdrawal application. For the safety of customer funds, customers must bind their identification documents and bank accounts opened under their real names when opening an account, and can only deposit funds into this bound bank account and withdraw funds through this bound bank account.
- **4.3** Due to factors related to collaborating institutions, the processing speed of funds by banks is difficult to control and predict. Therefore, customers may experience situations where they are unable to receive the withdrawal amount within the expected timeframe.
- **4.4** XW Gold reserves the right to adjust the deposit and withdrawal fees at any time and retains all related interpretation rights.
- **4.5** Customers must ensure that all funds come from legal sources and do not involve any illegal activities. XW Gold reserves the right to request proof of the legality of funds from customers at any time. If a customer fails to provide satisfactory proof of the legality of funds to XW Gold, XW Gold may immediately freeze the customer's account, cease providing services to the customer, and notify relevant investigative authorities in accordance with the law. XW Gold reserves the right to pursue any losses incurred by the customer's failure to provide proof of the legality of funds.

5. Trading

5.1 XW Gold may match or execute all or part of customer buy or sell orders. XW Gold is authorized to execute precious metal buy or sell orders for customer accounts with collaborating institutions such as banks and financial institutions according to customer's oral, written, or computer instructions, and the customer's authorization for such transactions indicates agreement.



- **5.1.1** When XW Gold is authorized to execute instructions, it may proceed with the instruction without consulting the validity of the instruction, considering it as a valid instruction issued by the customer.
- **5.1.2** Under any circumstances, XW Gold is not required to verify the validity of written instructions or the signatures in any individual case.
- **5.1.3** In good faith and without gross negligence on the part of XW Gold, the customer will bear all risks associated with issuing unauthorized instructions. The customer will be responsible for any losses, expenses, commissions, damages, costs, claims, lawsuits, or demands, and agrees not to hold XW Gold liable or seek compensation. XW Gold shall not incur losses arising from the customer's actual actions, delayed actions, or refusal to take action, or from any instructions or information provided by the customer, including improper, unauthorized, or fraudulent instructions issued by the customer, even if such instructions were not authorized by the customer.
- **5.1.4** XW Gold has the right to set limits on the total number of orders placed by the customer and to restrict the amount or total number of positions that the customer may acquire or hold. XW Gold will make reasonable efforts to execute orders accepted by the customer's instructions, but it is not guaranteed that all orders, including closing instructions, can be executed or accepted by XW Gold, and may not be executed or accepted for various reasons. XW Gold shall not be liable for any unexecuted or unaccepted orders or closing instructions.
- **5.1.5** XW Gold reserves the right to refuse to accept any orders. XW Gold also does not guarantee that customers can modify stop loss or take profit settings at any time. XW Gold is not responsible for any losses or damages caused by events, actions, or inactions that XW Gold cannot directly or indirectly control. This includes, but is not limited to, losses or damages caused by delays or inaccuracies in order transmission or information transmission due to transmission or communication facility failures. In terms of transaction procedures, due to various reasons, it may not be possible to execute stop loss or take profit settings, and instructions may still be executed according to old instructions. Therefore, XW Gold is not responsible for any resulting losses, and customers should understand and accept that this is one of the risks involved in trading



on online trading platforms.

5.2 Due to internet connectivity delays and errors in quotes, sometimes the prices displayed on the XW Gold trading platform may not accurately reflect real-time market prices. At times, the execution prices may differ from the prices seen by customers on the system platform at the time of placing orders. The customer expressly agrees to accept that all transaction final prices are based on the trading system records of XW Gold.

6. Government, institutional, and banking system regulations

All transactions under this Agreement are subject to the charters, regulations, rules, provisions, customs, usages, rulings, and interpretations of the executing institution, or other banks, clearing organizations, exchanges, trading committees, and regulatory authorities, and comply with all applicable laws. If subsequently enacted laws or regulations issued by any governmental body become binding on XW Gold, affecting or conflicting with any terms of this Agreement, the affected terms shall be deemed modified or replaced by the relevant laws or regulations, while the other terms and modified terms shall remain in effect. The customer acknowledges that all transactions under this Agreement are subject to the aforementioned limitations and conditions.

7. Consent for Cross Trades

The Customer hereby acknowledges and agrees that the following circumstances may occur: certain employees, directors, affiliated entities, associates, staff, banks or bank employees, brokers, and the Company itself associated with Xin Wang Golden Company Limited may act as counterparties or principals in transactions conducted in the Customer's account, and the Customer hereby consents to such transactions. The only limitations are any possible regulations or provisions of banks, institutions, exchanges, or trading committees involved in executing buy or sell orders, or any possible restrictions or conditions imposed by other regulatory authorities.

8. Account Settlement and Debt Repayment

8.1 If the following situations occur:



8.1.1 The customer dies or is judicially declared incapacitated;

The customer applies for bankruptcy, or appoints a trustee, or the customer voluntarily or involuntarily becomes involved in any bankruptcy or similar proceedings;

- **8.1.2** Insufficient margin, or XW Gold determines that any collateral used to secure a customer's account or accounts is insufficient to cover that account, regardless of current market quotes;
- **8.1.3** The customer fails to provide XW Gold with any information required under this agreement;
- **8.1.4** Any other circumstances or changes where XW Gold should take protective measures.

The client authorizes XW Gold to have full discretion to decide to take one or more of the following actions and may handle the settlement and payment of the client's account in the following manner:

- a. Buying or selling any precious metal positions held by the client;
- b. Canceling any or all outstanding orders, or any other commitments made on behalf of the client.
- **8.2** Xin Wang Golden Company Limited may take any of the above actions without the following conditions: requiring the client to provide margin or additional margin, or notifying the client, heirs, trustees, or assignees of the buying or selling decision in advance, regardless of whether the rights and interests involved are solely owned by the client or shared with others. Xin Wang Golden Company Limited will cancel all open contracts of the client in order to establish what it deems to be beneficial for protecting or reducing the price difference of the client's existing positions or all locked contracts.
- **8.3** The client shall be responsible for any outstanding debts on their account at all times, irrespective of whether their account has been fully or partially closed by Xin Wang Golden Company Limited or by themselves, and shall remain liable for any remaining debts



8.4 If the funds realized from the closure conducted under this authorization are insufficient to cover the debts owed by the client to Xin Wang Golden Company Limited, upon request, the client must immediately pay the outstanding debts, all unpaid debts, along with the corresponding interest (calculated as follows: the prevailing prime bank rate at the time plus 5% or the maximum rate allowed by law, whichever is lower), and all collection costs, including legal fees, witness fees, travel expenses, etc. If Xin Wang Golden Company Limited pays any other expenses on behalf of the client's account other than the collection debt fee, the client also agrees to bear such expenses.

9. Client Risk Acknowledgment

- **9.1** Clients understand that investing with leverage or margin trading is speculative and involves high risks, suitable only for individuals who can afford to bear losses exceeding their deposited margin. Clients understand that due to the typically low margins required in precious metals trading, price fluctuations in precious metals may lead to significant losses that could exceed their investments and deposited margins. Clients assure that they are willing and able to financially or otherwise bear the risks associated with precious metals trading and agree not to hold Xin Wang Golden Company Limited responsible for any trading losses incurred due to following recommendations or advice provided by Xin Wang Golden Company Limited, its employees, or representatives. Clients should acknowledge that profitability or absence of loss in precious metals trading cannot be guaranteed. Clients admit that they have not received such guarantees from Xin Wang Golden Company Limited, its representatives, introducers, or other clients engaged in trading with Xin Wang Golden Company Limited, and that this agreement is not based on any such guarantees.
- **9.2** Clients should understand that trading in precious metals involves potential profits and losses, and if trading conditions are unfavorable, losses may exceed the initial margin. Price fluctuations in precious metals trading are influenced by various global factors, many of which are unpredictable. The significant volatility in precious metal prices may result in investors being unable to settle unsuccessful trades. Xin Wang Golden Company Limitedcannot and will not provide any guarantees of accuracy in predictions or assurances that losses will not exceed a certain amount.



10. Xin Wang Golden Company Limited Disclaimer and Reservation of Rights

10.1 Communication and Power Failure

Xin Wang Golden Company Limited shall not be responsible for any delays in the transmission of instructions due to transmission or communication facility failures, power outages, or any other reasons beyond Xin Wang Golden Company Limited control or anticipation. Xin Wang Golden Company Limited shall only be liable for acts directly caused by Xin Wang Golden Company Limited gross negligence, willful misconduct, or fraud. Xin Wang Golden Company Limited shall not be liable for any losses caused by the negligence of any introducers or other participants employed by Xin Wang Golden Company Limited under this Agreement.

10.2 International internet failures

Due to Xinxin Wealth Management's inability to control signal communication, the reception of signals via the internet and routing depends on the structure of the client's device or the reliability of the connection. Xinxin Wealth Management is not responsible for communication failures, distortions, or delays that occur during transactions on the internet.

10.3 Market Risk and Online Trading

Precious metal trading involves considerable risk and may not be suitable for everyone. Please refer to this agreement and its attachments for detailed information on the risks involved. Despite the convenience and efficiency of online trading, it does not reduce the risks associated with precious metal trading.

10.4 Password Protection

The customer understands and confirms that their trading password must be kept strictly confidential, and they are the only authorized user of the trading password. Xin Wang Golden Company Limited Trading only accepts transactions initiated by the customer themselves. The customer must keep the password confidential and ensure that third parties cannot access any trading information, including account login ID and password.



The customer agrees to be responsible for all instructions sent to Xin Wang Golden Company Limited Trading via email, verbally, or in writing. If these instructions are authenticated with the customer's account login ID and password, Xin Wang Golden Company Limited Trading will consider and trust that the instructions are from the customer. Xin Wang Golden Company Limited Trading is not responsible for further verifying the customer's instructions, nor is it responsible for any losses incurred as a result of actions taken or not taken based on these instructions. Therefore, the customer must ensure that their trading account and password are not disclosed and that no third party has access to their trading account and password.

If the customer disregards the company's regulations and discloses the trading password to a third party for their use, operation, or any unauthorized activity, regardless of whether the password disclosure is intentional, unintentional, or due to error, the customer must take responsibility for all trades, losses, fees, and expenses incurred. Xin Wang Golden Company Limited Trading will not be held liable for any losses, fees, or expenses resulting from trades executed by a third party using or operating the trading account, nor will it entertain any complaints arising from such actions. In the event of any dispute regarding trades, Xin Wang Golden Company Limited Trading's system records will be considered final, and Xin Wang Golden Company Limited Trading reserves the ultimate right to interpret and decide.

10.5 Quote Error

In the event of quote or execution errors, Xin Wang Golden Company Limited is not responsible for any account balance discrepancies resulting from such errors. These errors include but are not limited to: trader pricing mistakes, non-market prices, or any quote inaccuracies (e.g., hardware, software, or network issues, or erroneous data provided by third parties). Xin Wang Golden Company Limited is not liable for any errors resulting in account balance discrepancies. Customers should allow sufficient time for order execution and system calculations when placing orders. Orders executed at prices close to market prices may trigger other orders (of any type) or margin calls. Xin Wang Golden Company Limited is not responsible for margin calls, account balances, or account positions resulting from insufficient time for order execution or calculations by the system. The above is not exhaustive, and in the event of quote or execution errors, Xin Wang Golden Company Limited reserves the right to make any corrections or adjustments. Any disputes regarding quote and execution errors will be resolved solely by Xin Wang Golden Company Limited. If incurs any losses, damages, or liabilities as a



result, the customer agrees to indemnify.

10.6 Xin Wang Golden Company Limited does not accept orders placed through trading software.

To maintain fairness in online trading, Xin Wang Golden Company Limited does not accept orders placed through trading software other than the authorized software provided by Xin Wang Golden Company Limited. If such activity is detected, trading privileges will be revoked. Such actions are considered illegal, and any profits gained will be deemed illegal profits. Xin Wang Golden Company Limited reserves the right to recover all illegal profits and associated expenses (including deposit fees, administrative fees, trading code fees, etc.).

10.7 Personal Data Disclosure

The client agrees to allow XW Gold to disclose personal data to relevant institutions as required by law, including but not limited to compliance with court orders or other official requests, or to safeguard the rights and property of XW Gold when necessary for cooperation with regulatory or law enforcement agencies, the disclosure of personal data may occur. XW Gold will provide notice to the client regarding privacy policies before disclosing non-public personal data to third parties not affiliated with XW Gold, and will provide sufficient time for the client to opt out of participating in data disclosure, where permitted by law. Revised privacy policies and new opt-out notices will be provided to clients before adopting new privacy policies or disclosing information to new third parties not affiliated with XW Gold. All XW Gold employees are subject to reasonable supervision to ensure compliance with relevant laws when implementing these policies

10.8 Arbitrage

Internet, connectivity delays, and pricing errors can sometimes result in quotes displayed on XW Financial's trading platform not accurately reflecting real-time market prices. "Arbitrage" and "scalping," or profiting from price differentials due to delays in network connectivity, cannot exist in over-the-counter trading markets where clients deal directly with market makers. XW Financial does not permit clients to engage in such arbitrage activities on its trading platform. Trades conducted relying on arbitrage opportunities due to price lags may be revoked. XW Financial reserves the right to make necessary modifications and adjustments to accounts involved in such trades. XW Financial may, at its sole discretion, require intervention by traders or approval of all orders and may terminate accounts of relevant clients. XW Financial may independently resolve disputes arising from arbitrage or price manipulation. XW Financial reserves the right to restrict



withdrawals until the above issues are resolved. Any actions or resolutions stated herein will not prejudice or waive any rights of XW Financial against clients or its ability to seek redress.

10.9 Price, Order Execution, and Platform Manipulation

Xin Wang Golden Company Limited strictly prohibits any form of manipulation of its prices, execution, and platform by accounts. If Xin Wang Golden Company Limited suspects any account of engaging in manipulation, it reserves the right to investigate and review the account and deduct profits earned from the relevant activities from the suspected account. Xin Wang Golden Company Limited reserves the right to make necessary corrections or adjustments to the relevant accounts. For accounts suspected of engaging in manipulation, Xin Wang Golden Company Limited may fully exercise its discretion to require intervention by traders, approve orders, or terminate the relevant customer accounts. Any disputes arising from arbitrage or manipulation are subject to Xin Wang Golden Company Limited sole discretion. Xin Wang Golden Company Limited may, at its discretion, report any relevant events to regulatory or law enforcement agencies. Any actions or resolutions stated here do not exempt or impair Xin Wang Golden Company Limited rights or compensation to customers, all of which are explicitly reserved rights or compensations.

10.10 Bankruptcy Risk Disclosure

The transactions conducted by the client with Xin Wang Golden Company Limited are not carried out on an exchange. In the event of Xin Wang Golden Company Limited bankruptcy, clients may not receive priority repayment for funds deposited with Xin Wang Golden Company Limited or profits earned from trading. Clients are unsecured creditors and do not have priority repayment rights. They will be repaid alongside other creditors after the company completes repayment of its priority debts.

10.11 The right to revise from time to time.

Xin Wang Golden Company Limited reserves the right to revise this agreement from time to time. Xin Wang Golden Company Limited will publish any relevant modifications or changes on its official website, and it is the customer's responsibility to regularly review these terms and agree to be bound by them upon publication.



10.12 Referral Disclosure

Xin Wang Golden Company Limited does not regulate the activities of introducers and does not take responsibility for any statements made by introducers. Xin Wang Golden Company Limited and introducers are entirely independent of each other. The agreement between Xin Wang Golden Company Limited and introducers does not establish a joint venture or partnership relationship. Introducers are not employees of Xin Wang Golden Company Limited, and their statements do not represent Xin Wang Golden Company Limited.

a. The client understands and agrees that if their account with Xin Wang Golden Company Limited is referred by an introducer, the introducer may obtain the client's personal information and other relevant information about the client's trading activities in the Xin Wang Golden Company Limited account. The client understands and agrees that if their account with Xin Wang Golden Company Limited is referred by an introducer, the introducer may not engage in trading using the client's Xin Wang Golden Company Limited account.

b. Due to the high-risk nature of precious metals trading, only funds designated as "risk capital" should be used for such transactions. If the client does not have surplus funds that can be affordably lost, they should refrain from trading in the precious metals market.

c. The client understands that introducers or many third parties selling trading systems, courses, programs, research, or advice may not be regulated by government agencies.

d.If the client has been previously informed or believes that using any third-party trading system, course, program, or research provided by introducers or other third parties would result in trading profits, the client hereby acknowledges, agrees, and understands that all precious metals trading, including trades conducted through any third-party trading system, program, or research provided by introducers or other third parties, involves significant risk of loss. Furthermore, the client hereby acknowledges, agrees, and understands that precious metals trading, including trades conducted through any third-party trading system, course, program, or research provided by introducers or other third parties, does not necessarily result in profits and does not necessarily prevent or limit risks.



e. If the introducer or any other third party provides information or advice regarding precious metals trading to the client, Xin Wang Golden Company Limited will not be held responsible for any losses incurred by the client as a result of using such information or advice.

f.The client acknowledges that Xin Wang Golden Company Limited and any related parties have not made any promises regarding the future profits or losses of the client's account. The client understands that precious metals trading involves significant risks.

g.Xin Wang Golden Company Limited will provide risk disclosure information to new clients when opening an account. Clients must carefully read this information and may not rely on any contradictory information from other sources. Client transactions on this platform will be deemed to have read and understood Xin Wang Golden Company Limited risk disclosure.

h.Xin Wang Golden Company Limited cannot control, endorse, or guarantee the accuracy or completeness of information or advice that clients have received or will receive from introducers or any non- Xin Wang Golden Company Limited employees regarding precious metals trading.

i.Xin Wang Golden Company Limited does not endorse or guarantee the services provided by introducers. As introducers are not employees of Xin Wang Golden Company Limited, clients are responsible for verifying and rigorously assessing introducers before availing of their services.

10.13 Internet Risk Disclosure Statement

Due to factors beyond Xin Wang Golden Company Limited Finance's control, such as signal transmission, reception, line routing, equipment and system settings, and the reliability of the systems connecting to the Internet, Xin Wang Golden Company Limited Finance cannot be held responsible for communication failures, inaccuracies, or delays that may occur during online trading. Precious metals trading carries significant risks and may not be suitable for everyone. Regardless of the convenience and speed of online trading, it does not reduce the risks associated with such transactions. You acknowledge that the spot prices of precious metals vary between institutions and can change within seconds, including discrepancies in data transmission timing, making it sometimes impossible to trade based on publicly available prices. Therefore, you agree to accept the



prices provided by Xin Wang Golden Company Limited Finance as the best available at the time.

11. Statements and Confirmation

The confirmation report of orders and the client's account statements shall be deemed as correct, final, and binding upon the client unless the client provides a written objection within one day of receiving the report delivered through the Xin Wang Golden Company Limited platform or any other means. Instead of mailing transaction confirmations, Xin Wang Golden Company Limited will provide clients with access to their accounts through online channels for anytime review. Written objections from clients should be sent to the latest address provided on Xin Wang Golden Company Limited website, which may be subject to change, and clients should request proof of receipt. Failure to object will deem all actions taken by Xin Wang Golden Company Limited or its introducers before the client receives the aforementioned report as approved. The client's non-receipt of transaction confirmations does not relieve them of the obligation to make the aforementioned objections. The client agrees to receive transaction confirmations and account statements electronically. In all disputes between clients and Xin Wang Golden Company Limited involving transactions conducted using Xin Wang Golden Company Limited trading platform, the transaction data from Xin Wang Golden Company Limited system shall be considered the sole and binding evidence for both parties.

12. Financial Information

The client declares and warrants that the financial information disclosed to Xin Wang Golden Company Limited Financial accurately represents the client's current financial situation.

13. Termination

The agreement shall remain in effect until termination. 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 Golden Company Limited, and Xin Wang Golden Company Limited receives notice, or at any time Xin Wang Golden Company Limited delivers a written termination notice to the client, which shall take effect from the close of business on the day the notice is issued. Such termination shall not affect any previously executed transactions and shall not discharge any obligations under this agreement, nor relieve the client of any liabilities for debts



incurred.

14. Compensation

The customer agrees that if their failure to fully and promptly fulfill their commitments, or if their statements or warranties are inaccurate or incorrect, results in any debts, losses, damages, costs, or expenses, including legal fees, to Xin Wang Golden Company Limited, the customer will compensate Xin Wang Golden Company Limited, its related entities, employees, agents, successors, and assigns, and hold them harmless. The customer also agrees to immediately pay Xin Wang Golden Company Limited for any damages, costs, and expenses incurred in the execution of any provision of this agreement, including legal fees. Furthermore, Xin Wang Golden Company Limited will not be liable or responsible for any losses arising from, including but not limited to, the following:

- a. Customer's Actions: Actions or omissions by the customer;
- b. Forged Signatures: Forged or unauthorized signatures on all accounts 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 Finance, or the communication service provider's equipment);
- d. Delays: Delays, malfunctions, or errors occurring in the execution of any instructions.
- e. Information: Incorrect or incomplete instructions received from the customer.

15. Trading recommendations

15.1 The client acknowledges that any market recommendations and information provided by Xin Wang Golden Company Limited or its employees do not constitute an invitation or solicitation to buy or sell precious metal contracts. Such recommendations and information, although based on information sources deemed reliable by Xin Wang Golden Company Limited, may be entirely based on the personal opinions of an employee and are not comprehensive or verified by Xin Wang Golden Company Limited, and are for reference only.



15.2 The client acknowledges that Xin Wang Golden Company Limited does not make any guarantees regarding the accuracy or completeness of any information or trading recommendations provided to the client, and shall not be held responsible for them. The client acknowledges that Xin Wang Golden Company Limited and/or its executives, directors, affiliates, associates, shareholders, or representatives may hold certain positions in precious metals or may intend to buy or sell certain precious metals, and such transactions may also receive market recommendations. The market positions of Xin Wang Golden Company Limited or its aforementioned executives, directors, affiliates, associates, shareholders, or representatives may not necessarily align with the recommendations received by the client from Xin Wang Golden Company Limited.

16. The client declares and warrants that:

- **16.1** The client is of sound mind, of legal age (18 years old according to Hong Kong law), and has legal capacity.
- **16.2** The client's account is for the client's personal use only.
- **16.3** No one or organization other than the client is authorized to make transactions.
- **16.4** The client shall not disclose the password to anyone or any organization other than themselves.
- **16.5** The client must properly safeguard their account and password, ensuring that their account and password are not disclosed or used by others, and take full responsibility for any instructions issued from their account.
- **16.6** The client is currently not employed by any exchange, any company controlling capital held by an exchange, any member of an exchange, any company registered with an exchange, any bank, trust institution, or insurance company. Once the client accepts such employment, they must immediately notify Xin Wang Golden Company Limited in writing.
- **16.7** All information provided in the account opening application form of this agreement is true, accurate, and complete up to the present date. In the event of any changes, the client will promptly notify Xin Wang Golden Company Limited.
- **16.8** The client shall fully comply with relevant laws and regulations in their jurisdiction, including obtaining any necessary governmental or other approvals, and paying any



applicable taxes, duties, or other amounts required for using the platform provided by Xin Wang Golden Company Limited to trade. Trading on the platform provided by Xin Wang Golden Company Limited shall 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 doubts about the situation, they should consult with a professional advisor.

17. Xin Wang Golden Company Limited does not guarantee profits or limit losses.

The customer guarantees and declares that they have not entered into any separate agreements with their introducer or any Xin Wang Golden Company Limited employees regarding the trading in their account, including any agreements guaranteeing profits or limiting losses. The customer agrees that they are responsible for immediately notifying Xin Wang Golden Company Limited in writing of any such agreements. Additionally, the customer agrees to bring to Xin Wang Golden Company Limited attention in writing any statements made by any individual regarding their trading account that differ from the representations received from Xin Wang Golden Company Limited. The customer understands that they must authorize each transaction before it is executed and that any disputed transactions must be promptly notified to Xin Wang Golden Company Limited according to the notification requirements in the trading agreement. If the customer fails to promptly notify Xin Wang Golden Company Limited of any disputes, resulting in damages or liabilities, the customer agrees to compensate Xin Wang Golden Company Limited to prevent any harm.

18. If you need to make changes to the information provided in the application form, please inform Xin Wang Golden Company Limited promptly and provide the updated details.

If there are any changes to the information provided on the account opening application form, it is the responsibility of the customer to inform Xin Wang Golden Company Limited about these changes.

19. Agreement to Receive Trade Confirmations and Statements via Electronic Transmission

- **19.1** The Client hereby agrees that, as an alternative to postal mail and email, the Client's account information and trade confirmations may be provided through the XW Gold platform.
- **19.2** The client will access their account information through XW Gold's platform. XW Gold will disclose all account activities to the client, who will be able to obtain daily, monthly, and yearly account activity reports, reports on each executed transaction, and past transactions for each client through their online account. Posting account



information in the client's online account will be considered as submitting trade confirmations and statements. At any time, the account information will include trade confirmations with ticket numbers, buy and sell prices, margin used, margin available for trading, profit and loss reports, as well as all positions and outstanding order instructions.

20.Communication Contact

Reports, statements, notices, and other communications may be delivered to the client's email address or the address provided by the client on the application form. All such communications, whether by email, mail, telegram, or any other means, once sent through the relevant postal agency or received by the sending institution, shall be deemed to have been sent by XW Gold and deemed to have been delivered to the client, regardless of whether the client actually received them.

20. fees

The customer shall bear the introducer fees, commissions, special services, or any other fees (including but not limited to premiums and discounts, statement fees, inactive account fees, instruction cancellation fees, transfer fees, and other charges) arising from the services provided by Xin Wang Golden Company Limited Financial (including but not limited to fees charged by interbank institutions, banks, futures markets, or other regulatory or self-regulatory organizations). Xin Wang Golden Company Limited Financial may charge commissions, fees, and/or charges without prior notice. The customer agrees to pay Xin Wang Golden Company Limited Financial interest on any outstanding amounts (calculated as follows: the prevailing prime rate plus 3, or the maximum rate prescribed by law, whichever is lower)

All these fees shall be payable by the customer upon their occurrence or as determined solely by Xin Wang Golden Company Limited Financial. The customer authorizes Xin Wang Golden Company Limited Financial to deduct the above fees from their account. The customer agrees to pay the transfer fees determined by Xin Wang Golden Company Limited Financial when instructing Xin Wang Golden Company Limited Financial to transfer their open positions, funds, and/or assets from their account to another institution. Xin Wang Golden Company Limited Financial confirms that all prices quoted to the customer do not include premiums or discounts. For precious metal contracts, premiums or discounts charged to customers, including for purchases or sales, may be



adjusted periodically, and customers are advised to review the revisions online.

The customer agrees to personally assume responsibility for any taxes and fees imposed by the government on all transactions or trading activities. The customer agrees that these taxes or fees will be deducted directly from the customer's account at the time of expiry or upon deduction.

21. Margin Requirements and Recovery Mechanism

20.1 Customers are required to provide and maintain a margin amount set by Xin Wang Golden Company Limited. This margin amount is determined solely by Xin Wang Golden Company Limited, and may be changed at any time without reason. Customers agree to promptly wire additional funds as requested by Xin Wang Golden Company Limited, and to meet all margin requirements promptly using the transfer method specified by Xin Wang Golden Company Limited. Any fees incurred during the remittance and transfer process, including bank charges, exchange rate differentials, and all related expenses, are the responsibility of the customer. Customers fully understand that Xin Wang Golden Company Limited may require time to process deposits, and they may not be able to use recently deposited margin as initial margin for new positions or as additional margin promptly. Customers agree to bear all losses incurred due to failure to meet additional margin requirements promptly, which may exceed the initial margin initially invested by the customer.

20.2 Customers have the right to notify Xin Wang Golden Company Limited at any time to withdraw specified available cash balances. Customers agree that any fees incurred during the remittance and transfer process, including bank charges, exchange rate differentials, and all related expenses, are the responsibility of the customer. Customers fully understand that Xin Wang Golden Company Limited may require time to process withdrawal requests, and they may not receive the withdrawn amount immediately. Customers agree not to hold Xin Wang Golden Company Limited responsible for any delays in meeting their withdrawal requests. Customers acknowledge that once a withdrawal request is submitted, Xin Wang Golden Company Limited will deduct the requested amount from the customer's account balance during Hong Kong banking hours.



20.3 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 that 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.

20.4 The margin call mechanism serves to offset the account balance when it falls below the value of the funds deposited in the account under normal market conditions. When the current net value falls below a certain percentage of the initial margin requirement, the margin call mechanism forces the liquidation of all client positions. In unfavorable market conditions, especially during significant price fluctuations, the losses incurred from the execution of margin call liquidations may exceed the client's account balance. Clients are obligated to cover any deficits in their accounts.

23.Recording

The customer agrees and acknowledges that all communications involving the customer's account between the customer and XW Gold or its employees, whether or not using automated warning prompts, may be recorded. The customer further agrees that in any dispute or litigation involving either the customer or XW Gold, either party may use such recordings or transcripts as evidence. The customer understands and agrees that XW Gold regularly deletes such recordings according to its established business procedures.

24. Credit Report

The customer authorizes Xin Wang Golden Company Limited Finance to investigate the customer's credit status and, for this purpose, to contact all appropriate banks, financial institutions, and credit agencies associated with verifying customer information. The customer further authorizes Xin Wang Golden Company Limited Finance to investigate their current and past investment activities, and for this purpose, to contact futures brokers, exchanges, brokers/dealers, banks, and legal information centers that Xin Wang Golden Company Limited Finance deems appropriate. If the customer makes a written request to Xin Wang Golden Company Limited Finance, the customer may be allowed to make copies of the above records, with all costs borne entirely by the customer.



25. About Cookies

"Cookies" are small tracking files stored on the client's hard drive, which track and store information about the client's use of online services. The client agrees that Xin Wang Golden Company Limited may set and access cookies on the client's computer to assist Xin Wang Golden Company Limited in understanding which advertisements and promotions attract the client to browse the Xin Wang Golden Company Limited website. Xin Wang Golden Company Limited and its branches may use cookies to track the client's browsing on the Xin Wang Golden Company Limited website for Xin Wang Golden Company Limited products and services. The collected and shared information is anonymous and cannot be individually identified.

26. 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 Limited securely, preventing interception and theft by others.

Xin Wang Golden Company Limited is committed to ensuring that its website is secure and compliant with industry standards. It employs additional security measures such as firewalls, authentication systems (passwords and personal identification numbers), and access controls to control unauthorized access to and retrieval of data.

27. Transaction Code

Xin Wang Golden Company Limited Trading may provide the transaction code of the Hong Kong Gold and Silver Exchange to customers for a fee. If customers wish to obtain it, they need to inform Xin Wang Golden Company Limited Trading customer service. Xin Wang Golden Company Limited Trading reserves the right to interpret and charge for providing transaction codes, but reserves the ultimate right to charge. Customers should keep their login details confidential and secure. These login details are directly provided to customers by Xin Wang Golden Company Limited Trading. Therefore, only the account holder has access to these login details and can enter the trading platform to conduct transactions. When logging into the trading platform for the first time, customers should change their login password themselves and store it securely because they are responsible for all trading activities in their trading accounts. If customers suspect that their login



details have been obtained by a third party, they should immediately change the password or notify Xin Wang Golden Company Limited Trading to change it.

28. Telephone liquidation

28.1 If the trading platform is inaccessible, Xin Wang Golden Company Limited reserves the right to offer telephone liquidation services for clients. Clients need to provide their trading account number, password, and ID number. Customer service representatives have the right to further verify the client's identity, and the client is required to cooperate with the confirmation. Once the provided information is verified as correct, it signifies the authorization from the client. Xin Wang Golden Company Limited will not further verify other information provided, nor will it be responsible for any losses caused by the submission of the client's identity information by someone other than the client.

28.2 Clients need to dial the designated telephone liquidation number provided by Xin Wang Golden Company Limited to conduct telephone liquidation services. Telephone liquidation can only proceed after Xin Wang Golden Company Limited has confirmed the client's identity. During the telephone liquidation process, clients should clearly state the order number, type of commodity, and direction of the position to be closed. Subsequently, the trader will close the position for the client at the prevailing market price and confirm the closing price with the client. Telephone liquidation is considered complete only after confirmation from Xin Wang Golden Company Limited.

28.3 Xin Wang Golden Company Limited cannot control call signals and the volume of incoming calls. Clients agree not to hold Xin Wang Golden Company Limited responsible for any losses incurred due to waiting for telephone liquidation or for any losses resulting from their inability to use telephone liquidation for any reason.

29. binding force

This agreement covers any account the client opens with Xin Wang Golden Company Limited Financial at any time, and it remains valid regardless of any personnel changes within Xin Wang Golden Company Limited Financial or any other successors, assignees, or affiliated entities. In the event of a merger, acquisition, or other changes, this agreement (including any authorizations) will remain effective for the benefit of Xin Wang Golden Company Limited Financial or any other successors or assignees, and it will be binding on the client and/or their heirs, trustees, executors, legal representatives, successors, and assignees. The client agrees



that rights or obligations related to transactions are governed by the terms of this agreement.

30. Agreement Acceptance"

"Only when the client fills out the account opening application provided by Xin Wang Golden Company Limited Finance and agrees to this agreement, and it is confirmed and approved by Xin Wang Golden Company Limited Finance, can this agreement be considered as accepted by Xin Wang Golden Company Limited Finance or become a binding contract between the client and Xin Wang Golden Company Limited Finance."

31. Amendment to the Agreement"

"The customer understands, acknowledges, and agrees that Xin Wang Golden Company Limited Finance may, from time to time, revise the terms of this agreement, and Xin Wang Golden Company Limited Finance will notify the customer of these modifications or changes on its website. The customer should regularly review the amended terms and agree to be bound by them."

32. Exemption or Amendment

Except for amendments periodically communicated by Xinquanjin Industry on its website, no provision of this agreement can be waived or changed unless such waiver or change is made in writing and signed by both the customer and a duly authorized representative of Xinquanjin Industry. Any course of dealing between the parties or failure by Xinquanjin Industry or its agents to enforce any provision of this agreement in any instance or series of instances shall not be construed as a waiver or modification of rights under the agreement. Any oral agreements or instructions other than telephone closures shall not be recognized or enforced.

33. Rights Assignment

According to this agreement, Xinquanjin Industry may authorize all or part of its rights or obligations to any person without the prior consent or approval of the customer. The customer cannot transfer the rights and obligations under this agreement without the prior written consent of Xinquanjin Industry.



34. Privacy Policy

The Xin Wang Golden Company Limited Financial Privacy Policy is designed to protect the rights of customers under 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 Limited Financial is committed to maintaining the confidentiality of personal data provided by customers. Unless approved by law, Xin Wang Golden Company Limited Financial will never disclose any non-public information to any third party.

When a customer opens a trading account with Xin Wang Golden Company Limited Financial, the personal information provided will only be used for internal business purposes of the company. This includes assessing the customer's financial needs, processing their transactions and other requests, providing information about products and services, offering general trading services, and confirming customer identity as required by regulatory procedures. Xin Wang Golden Company Limited Financial may require customers to provide the following information for operational purposes:

a. Personal data provided in the account application form and other forms in relation to Sun Want Bullion, such as name, address,

Date of birth, identification or passport number, occupation, assets and income information, etc.:

b. Information relating to the transactions of the customer and

Xin Wang Golden Company Limited and its subsidiaries;

- c. Information about the company reporting the customer survey;
- d. Information relating to the verification of the customer's identity, such as government documents, passport or driving licence.

Xin Wang Golden Company Limited will only allow limited access to the information provided by customers to employees serving clients, in order to provide relevant customer service and product information. Xin Wang Golden Company Limited also only authorizes access to relevant information through electronic systems when applying for new account applications. These procedural requirements are in place to ensure that customers' confidential information is not disclosed and to protect their privacy. Xin Wang Golden Company Limited will not sell or rent customers' names and personal information to



anyone.

The agreement is governed by Hong Kong law, and any dispute shall be submitted to the non-exclusive jurisdiction of the courts of Hong Kong.

All disputes, controversies, or claims arising out of or in connection with this agreement shall be governed exclusively by the laws of Hong Kong and shall be resolved by arbitration. Arbitration shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) in force at the time of the submission of the arbitration notice. The arbitration shall be conducted by a single arbitrator appointed by the Hong Kong International Arbitration Centre (HKIAC) and selected by Xin Wang Golden Company Limited Financial. The place of arbitration shall be the HKIAC in Hong Kong. The language of 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 Financial operates. Any award rendered by such arbitration shall be final and binding, and may be enforced by any court of competent jurisdiction.