

Last update: May 2023

Please read these terms of service (the “Terms”) carefully as they form a contract between you and Pocket Trader (Malaysia) Limited, a registered limited company (registration number LL16603) with license number MB/20/0058, authorized to carry on money-broking business as defined under Section 86 of the Labuan Financial Services and Securities Act 2010 (“Pocket Trader”, “we”, “us”, or “our”).

These Terms, along with our Privacy Policy, Risk Disclosure Notice, Execution Policy, Conflict of Interest Policy and Complaint Procedure, which form part of these Terms, and any other applicable documentation issued by us that is contained on the Platform (as defined below) or otherwise communicated to you, govern your access and use of the trading mobile application provided by us (the “Mobile Application”), the Pocket Trader websites at Pocket-Trader.com (the “Website”) (together, the “Platform”) and all services provided and transactions contemplated hereunder (collectively the “Service” or “Services”).

By clicking to agree to the Terms or by using any of the Services, in which case we will treat your use of the Services as acceptance to the Terms, you agree to be bound by these Terms (and any variation of these Terms as may be notified to you from time to time) and any other documentation applicable to the Services.

You may use the Services only in compliance with these Terms and only if you have the power to form a contract with us and are not barred under any applicable laws from doing so. We reserve the right to seek all remedies available by law and in equity for any violation of these Terms. Any rights not expressly granted herein are reserved.

1. ABOUT THE SERVICE

We provide investment and trading services through our online Platform. We provide execution-only dealing services for transactions in Contracts for Difference (CFDs) where the underlying investments or products include foreign exchange contracts, metals, equity indices, commodities and other instruments. We may, in our sole discretion, add, remove or suspend any instrument from the Platform from time to time.

We do not provide any advice and do not give any representation in connection with the merits of any transaction. The Market Information (as defined in clause 27) that is available on the Platform does not constitute an investment advice or recommendation, and we do not endorse or approve such Market Information.

We will deal with you as principal and you will enter into transactions on your own behalf as principal and not as an agent or representative of another person.

Our Services also include a social platform where users can provide or access trade ideas to or from other users on the Platform's feed and take part in discussions with other users on the Platform's feed or in private chats.

2. RISK DISCLOSURE

CFDs are complex instruments and may not be suitable for all investors. Trading in CFDs carries a high level of risk to your capital and involves the risk of loss beyond your initial deposit. When you are trading

CFDs, you acknowledge and agree that you are not entitled to ownership of the underlying instrument. You should ensure that you fully understand such risks, in the light of your financial resources and risk appetite, before using the Services and entering into any transaction.

Our Risk Disclosure Notice is available on the Platform.

Due to the high-risk nature of CFDs, they are regulated differently depending on the jurisdiction you are in. You shall ensure that all applicable restrictions imposed on you are fulfilled and we will not be liable for any losses may be suffered by you for any violation.

3. CHANGES TO THESE TERMS

We may revise the Terms from time to time. Your continued use of the Services will constitute acceptance of the updated Terms. In the event you do not accept any variation of these Terms, you may terminate your account in accordance with clause 21.

4. ACCESS TO THE SERVICE

Subject to the Terms, we hereby grant you a personal, limited, revocable, non-transferable, non-sub-licensable and non-exclusive license to access and use the Website and/or install and use the Mobile Application as part of the Services. This license is for the sole purpose of enabling you to use the Services in the manner permitted by the Terms.

Except as otherwise permitted by Pocket Trader, you shall not do any of the following:

- copy, reproduce, republish, upload, post, transmit or distribute in any way any materials from the Services, the Platform or any site owned, operated, licensed or controlled by Pocket Trader;
- use, distribute, modify, transmit, or post the content of the Services for public or commercial purposes, including any text, images, audio, or video;
- reverse engineer, disassemble or decompile the Platform or any part of it.

5. CONSENT TO ELECTRONIC COMMUNICATIONS

You agree that notices and other communications may be delivered or furnished by electronic means (via email, the Platform or other electronic means).

6. YOUR ACCOUNT

To obtain access to our Services, you must register and obtain an account with Pocket Trader, by completing a registration form and designating a user ID and password.

When registering with Pocket Trader you must: (a) provide true, accurate, current and complete information about yourself including any document and information we may require (such information being the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete by emailing any changes to support@pocket-trader.com.

You acknowledge that Pocket Trader may make enquiries as to your identity and other personal information as required by the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, as amended from time to time. You agree to provide us with all the information we require as part of our customer due diligence, including but not limited to:

- full name, including any aliases used;
- passport or any other official identification documents bearing your photograph;
- existing residential address and mailing address, and proof of address (bank statement or utility statement) dated within the last 3 months;
- contact telephone number(s) (home, office or mobile);
- date of birth;
- nationality;
- occupation type, name of employer or nature of self-employment/nature of business; and
- documents to verify the source of wealth, such as payslips or bank statements.

Pocket Trader will not approve the opening of an account unless and until your identity has been successfully verified, the required Registration Data has been received and verified and we have assessed your trading suitability. Pocket Trader reserves its right to request any additional document and information even after an account has been opened.

Pocket Trader may deny approval or withdraw such approval of any account opening application at any time in its absolute discretion, with or without cause.

In the event you fail to provide any document or information we request, we suspect or become aware of any illegal or fraudulent activity or impropriety in the Registration Data, we may freeze your account and funds, block any transaction or not accept or cancel any deposits. Should such an event occur we reserve the right to cancel any transactions, to close any open positions or to take any other action as we may deem necessary, including but not limited to terminating your account and reporting any suspicious activities to the relevant authorities.

7. INSTRUCTIONS AND PERSONAL USE OF YOUR ACCOUNT

The use of your account is strictly personal. You are prohibited from gifting, lending, transferring or otherwise permitting any other person to access or use your account. You must keep your account and passwords confidential and not authorize any third party to access or use the Platform on your behalf.

You must immediately notify us at support@pocket-trader.com. if you know or suspect that your password, account or the email address associated with your account has been compromised.

We may, in our sole discretion, accept instructions via any methods of electronic communication. We may require that any instruction be confirmed in writing. All such communications may be recorded for the purposes of record-keeping.

We are hereby entitled to act on any instruction we receive that is or purports to have been given by you without further enquiry.

We may, in our sole discretion, refuse to act on any instruction where your identity cannot be verified or where we have reasonable reasons to believe that your password, account or the email address associated with your account may have or has been compromised.

Pocket Trader shall not be liable for transactions executed pursuant to an instruction which purports to be from a user or which Pocket Trader reasonably believes to be from a user even if such instruction is a result of unauthorized or wrongful use.

You shall indemnify, defend and hold us harmless from any claim, loss or damages arising from any use, misuse or unauthorized use of your accounts.

8. MARGIN

In order to open a transaction for an instrument or to keep a transaction open, you must provide and maintain a minimum amount of money in your account as margin. The margin requirements shall be set by us and will be displayed on the Platform. The maximum leverage limit is 100:1 on trading transactions, which translates into a minimum of 1% margin deposit to enable the opening of a trade position.

The margin requirements for each instrument may differ and are subject to change without prior notice from time to time, which may also cause a variation of the margin requirements for already opened transactions. For instance, we may increase margin requirements in the event of an emergency or exceptional market conditions including, without limitation, the suspension or closure of any market, the abandonment or failure of any event to which respectively we or our Third-Party Service Providers relate our or their price quotes or the occurrence of an excessive movement in the level of any trade and/or the underlying market in our or our Third-Party Service Providers' reasonable anticipation of the occurrence of such a movement.

You acknowledge and understand that margin requirements may be affected by movements in the market price of your investment.

We may, but are not obliged to, notify you if the margin is insufficient to cover the margin requirement. It is your responsibility to monitor your account and to ensure that the margin balance is equal to or greater than the margin requirement at all times by depositing additional margin.

Deposits into your account can be made by bank transfer or another method of payment approved by us, and shall be net of any bank charges or any other deduction, in the base currency used on your account and where applicable converted at the exchange rate that we shall reasonably determine. Deposits must be made from a bank account in your own name. Deposits from third parties' bank accounts will not be accepted by Pocket Trader. The processing time may differ depending on which bank and/or payment service provider you use. Please note that the said processing time could be instantaneous, but could also span from 1 – 4 days, or longer depending on the bank and/or payment service provider. We also endeavor to process your payment as quickly as practicable, but in the event of unforeseen circumstances, it may take up to 7 days or longer. This applies to withdrawals and refunds as well.

If you fail to meet any margin requirements, we may in our sole discretion fully or partially close any open positions without further notice to you and you will be responsible for any resulting losses.

9. TRANSACTIONS

We will provide quotes electronically via the Platform based on the prevailing market rates that are provided by our regulated counterparties and spreads set by us in our reasonable discretion and which reflect our view of prevailing market conditions. You acknowledge that spreads may fluctuate based on market volatility and price movements, and that they can widen significantly and vary between the time you open a transaction and the time you close a transaction.

You can open and/or close transactions on the Platform by placing an order to buy or sell:

- at the price quoted on the Platform at the time of opening or closing such a transaction, or
- at a particular price set by you and corresponding to your offer to buy or sell in order to open or close a transaction (limit or stop orders) until cancelled or until a date (GTD) as specified by you.

If you choose to open an order at the price quoted on the Platform, your order, when accepted, will be accepted at the best possible rate available on the Platform.

If you open or close any transaction denominated in a currency other than the base currency of your account, we will automatically convert the total sum of the transaction into the base currency applicable to your account at the time of the transaction, at the exchange rate that we shall reasonably determine. Exchange rates fluctuate and may change between the time that the indicative exchange rate is quoted and the time that the amounts are converted. Where applicable the confirmation of the conversion will show the exchange rate used.

Your offer to open or close the transaction and our acceptance of your offer must be given during trading hours, while the quote is still valid and while the Platform is available.

We have no obligation to accept, execute or cancel all or any part of any transaction or order, in which case you shall remain liable for any order that was not cancelled for any reason whatsoever, and we may also fully or partially close any open positions in our sole discretion and without notice if, without limitation, the following events occur:

- you fail to provide any required document or information in a timely manner in relation to our verification process;
- there are insufficient funds in your account to meet a payment obligation or to cover the margin requirements in accordance with clause 8;
- you become insolvent or unable to pay your debts;
- a Force Majeure Event occurs as set out in clause 15;
- an emergency or exceptional market conditions occur, including, without limitation, the suspension or closure of any market, the abandonment or failure of any event to which respectively we or our Third-Party Service Providers relate our or their price quotes or the

occurrence of an excessive movement in the level of any trade and/or the underlying market in our or our Third-Party Service Providers' reasonable anticipation of the occurrence of such a movement;

- you breach any provision of these Terms or of any other procedures or policies that are contained on the Platform.

In addition, if a liquidity provider (being a Third Party Service Provider) or a regulatory body takes any action that affects a transaction, we may take any action that we reasonably consider desirable to minimize any loss which may occur as a result of such action. Any such action that we take shall be binding on you.

We shall not be responsible for any order that is inaccurate or not received by us and may execute any order on the terms actually received by us.

10. MANIFEST ERROR

Price errors may occur when a price quoted on the Platform does not reflect the market price due to, without limitation, a misquotation from liquidity providers, market liquidity or announcements affecting the market.

We may, in our sole discretion, refrain from executing or void from the outset any transaction that we reasonably believe to contain or be based on an obvious or palpable error ("Manifest Error"), or amend such transactions to reflect the price which in our reasonable opinion is the correct market price.

You shall return any monies received from us in connection with a Manifest Error without delay.

We will not be liable to you for any loss, damages, costs, expenses, liabilities or claims incurred as a result or in connection with a Manifest Error or any resulting void or amended transaction.

11. FEES, CHARGES AND INCOME

Any open transaction held by you overnight or over the weekend shall automatically be rolled over to the next business day to avoid an automatic close and physical settlement of the transaction. You acknowledge that, when rolling such transactions to the next business day, a holding charge or income will be deducted or added to your account.

Holding charges may vary based on each instrument and market conditions. Such holding charges will be displayed on the Platform for each instrument.

A commission may also be charged on certain instruments and will be displayed on the Platform when applicable.

You hereby authorize us to deduct any commission and to add or subtract any holding charge or income to or from the balance of your account for any open transaction, in accordance with the applicable rate hereto, each day at a time specified on the Platform for each individual instrument, as applicable.

We will notify you from time to time about any other fees and charges that we may charge in relation to transactions and our Services.

12. CLIENT MONEY

Pocket Trader has opened a designated bank account to receive clients' money (the "Designated Account"). All money received by Pocket Trader from a client account will be deposited directly, or indirectly through a payment service provider, into the Designated Account and treated as client money ("Client Money"). We may transfer the Client Money to another legal entity (including a liquidity provider) solely for the purpose of facilitating your transactions and we will keep a complete record for all processed transactions. Any withdrawal of Client Money is expected to be processed within three (3) working days from the date of receiving your withdrawal request and will be promptly paid to you.

13. MONTHLY STATEMENTS

Pocket Trader will provide monthly performance statements by email and by making them available on the Platform, covering your account activity and positions opened for the month, including:

- Closed transactions
- Open positions
- Opening cash balance on your account, together with details of account movements such as deposits and withdrawals
- Realized and unrealized profit and loss on open and closed positions
- Margin requirement
- Available margin

14. COMPLAINTS

We endeavour to handle and resolve any complaints in a fair, timely and appropriate manner, in accordance with our Complaints Procedure, which is available on the Platform.

You may initially send any general query about your account or the Services to support@pocket-trader.com. If you are not satisfied with the resolution of your initial query or wish to make a formal complaint, you may notify us at compliance@pocket-trader.com. We will investigate each inquiry and provide a response in a timely manner.

15. FORCE MAJEURE

A Force Majeure Event refers to any circumstance not reasonably foreseeable and beyond our reasonable control including, without limitation, market disruptions, suspension, closure, liquidation or abandonment of any relevant market or underlying instruments, imposition of limits or special or unusual terms in the relevant markets or underlying instruments, excessive movement, volatility or loss of liquidity in the relevant markets or underlying instruments, act of God, act of government or state, war, act of terrorism, civil commotion, insurrection, any labour or trade dispute, technical difficulties, interruption or failure of utility service or of the Internet, computer failures or disruptions, earthquakes, natural disasters, flood, fire, epidemic, pandemic, quarantine, lockdown or other circumstance beyond

our control and affecting the provision of the Services and our performance of our obligations under these Terms.

In the event a Force Majeure Event occurs, we shall not bear any liability for our inability to perform the Services or any obligation under these Terms. We may increase margin requirements, close all open position, cancel orders, refuse orders, cease or suspend the Services, request immediate payment of margin and of any other amount owed under these Terms.

16. SYSTEM MAINTENANCE

We will carry out system maintenance on the Platform from time to time. We shall endeavour to do this out of trading hours when the market is closed but we reserve the right to conduct such system maintenance, in our absolute discretion, at any time.

In the event that we need to conduct such system maintenance when the market is open, we shall notify you of this but we shall not be liable for any direct or indirect loss or damage incurred by you by reason of the system maintenance and/or any suspension of the Platform.

17. YOUR CONTENT

When you submit, upload, transmit or display any data, information, media or other content in connection with your use of the Platform and the Services ("Your Content"), you are giving us and our affiliate companies the right to use Your Content (with no fees or charges payable by us to you) for any purposes, including but not limited to, providing, promoting, developing and trying to improve our Services, including new services that we may provide in the future. All such use will be in accordance with our Privacy Policy. In using Your Content for these purposes, we and our affiliate companies may copy, reproduce, host, store, process, adapt, modify, translate, perform, distribute and publish Your Content worldwide in all media and by all distribution methods, including those that are developed in the future. We may share Your Content with third parties that we work with to help provide, promote, develop and improve the Platform or the Services. Any such use of Your Content will be carried out in compliance with applicable laws and without undermining your statutory rights.

You acknowledge and agree that we may access or disclose information about you or any other information or data collected, stored or processed on our servers, including Your Content, in accordance with our Privacy Policy, which is available on the Platform, if required to do so by law or in the good-faith belief that such action is necessary to: (a) comply with any law, regulation, legal process or lawful governmental requests; (b) protect the rights or property of Pocket Trader or our customers, including the enforcement of our agreements or policies governing your use of the Service; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of our employees, customers, or the public.

We reserve the right to block or remove Your Content from any Service for any reason, including if it is in our opinion inappropriate, breaching these Terms or as required by applicable laws and regulations.

You agree that you are solely responsible for Your Content. You must at all times ensure that: (i) you have the rights required to submit, transmit or display Your Content, and to grant us the rights as set out in these Terms; and (ii) Your Content (and our use of Your Content in accordance with these Terms) does

not infringe or violate the rights of any person or otherwise contravene any applicable laws or regulations.

You acknowledge and agree for the details of your account and investments, including but not limited to, username, your name, list of traders who follow you, list of traders who copy you, list of traders you follow or copy (more details on copy trading can be found in clause 18 of the Term and the Schedule 1), selections, decisions and progress to be shared on the Platform and understand once published, the said details can be seen, accessed, reshared or downloaded by anyone, even if they do not have an account with us, on or off our Platform and through third-party services such as search engines.

You further agree you will be placed on the Platform's Leader Board (where live traders are ranked by their profit) and anyone can have access to your information including but not limited to your trading history, statistics and social posts, and you consent to traders and anyone with access to the said information to copy your trade.

You further acknowledge, agree and consent to the Platform charging a fee as determined by the Platform against any trader who copies your trade through the Platform with the understanding that the said fees belong to you and the Platform would not be entitled to in any way to the said fees. More details on copy trading can be found in Schedule 1.

You further acknowledge, agree and consent that should you earn more than 10USD in a copied trade, 5% of the profit will be paid to the trader you copied and such amount will be deducted from the balance of your account directly without any further notification. The Platform has the right to adjust the above amount and percentage of the profit at any time at its sole discretion. If adjustments are made, the Platform will endeavor to inform you before they occur.

You can opt out of being placed on the Platform's Leader Board through your settings on the Platform, but your trade history and statistics would no longer be visible to anyone, including other traders.

18. COPY TRADING AND SUITABILITY ASSESSMENT

We are not providing investment management services to you whether discretionary or otherwise when you use our copy trading services. However, we would assess whether you are suitable to use our services before you can engage in a copy trade (the "Suitability Assessment"). This would require you to provide information about your investment knowledge and experience in copy trading, your investment objectives, including your risk tolerance, and your financial situation, including whether you can financially bear losses consistent with your investment objective.

If the Suitability Assessment result deems you as unsuitable in accordance with our obligations under applicable law and our internal policy and procedures, or if you do not provide us with the required information to conduct the Suitability Assessment, you will not be allowed to enter into copy trades on the Platform.

We may update your Suitability Assessment from time to time. You should advise us if there has been a change to your knowledge, experience, financial situation, or investment objectives, including your risk tolerance, so that we can update your Suitability Assessment.

For more information on Copy Trading, please refer to the Schedule 1.

19. PRIVACY POLICY

Your personal information and Registration Data will be treated in accordance with our Privacy Policy, which applies to your use of the Platform and the Services and its terms are made a part of these Terms by this reference.

20. USE OF YOUR DEVICE

In order for us to provide the Services, we may require access to any device that you use to access the Services. You agree to give us such access to your device. We will provide further information regarding how the Platform uses and accesses your device (e.g. via the relevant application store as part of the installation process for the Platform on your device). You understand that if you do not provide us with such right of use or access, we may not be able to provide the Services to you. Any Personal Information (as defined in the Privacy Policy) that we use or access within your device will be treated in accordance with these Terms, including our Privacy Policy.

You may need an adequate internet connection in order to log into your account or use the Services. You may also be required to activate certain functionalities in the manner described within the Platform. You may not be able to use certain functionalities within the Platform if you do not comply with such requirements.

Please note that we are not responsible for any third-party charges that you incur (including any charges from your internet and telecommunication services providers) in relation to or arising from your use of the Services.

21. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION

By registering for the Service, you understand that we may send you communications or data regarding the Services, including but not limited to: (a) notices about your use of the Services, including any notices concerning violations of use; (b) updates; and (c) promotional information and materials regarding Pocket Trader's products and services, via electronic mail. We give you the opportunity to opt-out of receiving promotional electronic mail from us by following the opt-out instructions provided in the message.

22. MODIFICATION, SUSPENSION AND TERMINATION OF THE SERVICES

You may terminate your account at any time by giving us thirty (30) days' written notice to support@pocket-trader.com. We reserve the right to refuse any orders or to act on any instructions, to cancel any transactions, to close any open positions or to take any other action as we may deem necessary during the termination notice period. We will close your account as soon as reasonably practicable after the expiry of the termination notice period.

We reserve the right to modify, temporarily suspend or terminate the Services (or any part thereof) and to terminate your account at any time in our sole discretion, with or without cause, with or without notice, and without incurring liability of any kind. For example, we may suspend or terminate your account for: (a) the actual or suspected violation of these Terms; (b) the use of the Services in a manner that may cause us to have legal liability or disrupt others' use of the Services; (c) if you infringe our or

third party's intellectual property rights; (d) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account; (e) scheduled downtime and recurring downtime; (f) any actual or suspected effort by you to circumvent our security or encryption; (g) unplanned technical problems and outages; (h) the occurrence of a Force Majeure Event; (i) your Registration Data and any other information provided by you, including your email address, being no longer current or accurate; (j) extended periods of inactivity; or (k) the actual or suspected violation of the Anti-Money Laundering and Anti-Terrorism Financing Act 2001. If, in our determination, the suspension might be indefinite and/or we have elected to terminate your access to the Service, we will use commercially reasonable efforts to notify you through the Platform and/or by email to the email address associated with your account. You acknowledge that if your access to the Service is suspended or terminated, you may no longer have access to Your Content that is stored with the Platform. We will not be liable to you or to any third party for any modification, suspension or discontinuance of a Service.

23. ACCEPTABLE USE

You shall not use the Service in any manner or for any purpose other than as expressly permitted by these Terms or any other applicable documentation governing your access and use of the Platform and the Services.

You shall not engage in any unlawful or fraudulent activity on the Platform.

You shall not upload, post, store or transmit any inappropriate content, such as content containing unlawful, defamatory, threatening, abusive, libelous or otherwise objectionable material of any kind or nature, containing any material that encourages conduct that could constitute a criminal offense or abuse, harass, stalk or otherwise violate the legal rights of another user or a third party.

You shall not use the Services to harm or threaten another person, organization, or Pocket Trader. You will not use any electronic communication feature of the Service for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

You shall not use any of the Services for any commercial purpose not expressly approved by Pocket Trader in writing. You will not upload, post, email or otherwise transmit any advertising, promotional materials or any other form of solicitation.

You shall not collect or store personal data about other users. You will not upload, post, reproduce or distribute any information, data or other material protected by rights of publicity and privacy without first obtaining the permission of the owner of such rights.

You shall not upload, post, reproduce or distribute any information, data or other material protected by copyright or any other intellectual property right without first obtaining the permission of the owner of such rights.

You shall not upload, post, email or otherwise transmit any material that contains viruses or any other computer code, files or programs which might interrupt, limit or interfere with the functionality of the Platform or any hardware or telecommunications equipment.

Pocket Trader reserves the right to suspend or terminate the Services at any time.

24. USE OF THIRD-PARTY PROVIDERS

Pocket Trader may use third-party service providers to assist in providing certain Services with or without notice to you (each, a "Third-Party Service Provider"). Pocket Trader may also change Third-Party Service Providers or may itself provide Services without the assistance of such Third-Party Service Provider. You consent and authorize Pocket Trader to delegate the authorizations you provide to Pocket Trader to its Third-Party Service Provider(s) as Pocket Trader deems necessary or desirable to provide the applicable Services to you.

If any Third-Party Service Provider's software is included within or embedded in the Platform, then such embedded software shall be provided subject to these Terms. You shall also fully comply with the terms of any Third-Party Service Provider that we may notify you of from time to time and which are made a part of and incorporated by reference into these Terms.

We provide no express or implied warranty, indemnity or support for the Third-Party Service Provider's licenses and will have no liability.

25. INTRODUCING BROKERS

Where applicable, a list of introducing brokers will be disclosed on the Platform.

In the event you have been introduced to us by an introducing broker, any additional cost that may arise as a result of such introduction may be added to the charges and commissions payable by you under these Terms.

The introducing broker is not a representative of Pocket Trader nor is he authorized to make or enter into any commitment on behalf of Pocket Trader or with respect to our Services. We shall not assume any liability for any advice, recommendation or representation made by such introducing broker.

26. INTELLECTUAL PROPERTY RIGHTS

All legal rights, title and interest in and to the Platform and the Services and any intellectual property rights (whether registered or unregistered and whether they exist now or may in the future exist in any part of the world), including, without limitation, all content, data, trademarks, services marks, trade names, domain names, logos, designs, icons, text, software, technical drawings, configurations, graphics, other files, their selection and arrangement shall belong to and remain vested in Pocket Trader, its affiliates, agents or licensors.

Images displayed through the Platform and the Services are either the property of, or used with permission by, Pocket Trader, its affiliates, agents or licensors. Other third-party products and brand names may be trademarks or registered trademarks of their respective owners and may not be affiliated with Pocket Trader.

Nothing contained in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Platform without the written permission of Pocket Trader or such third party that may own such trademark.

You are prohibited from using, suppressing or modifying, in any way, any content, trademark, images and proprietary marking displayed on the Platform, unless specifically permitted under the Terms.

This clause shall survive the termination or expiration of these Terms.

27. INFRINGEMENT OF RIGHTS

We may respond to notices of alleged infringement of rights (including infringement of intellectual property rights, defamation and infringement of other civil rights) and other claims and demands. If you have any such infringement-related concerns, please contact us at support@pocket-trader.com.

28. MARKET INFORMATION

We may make available to you through our Services and the Platform a broad range of financial information including, without limitation, information that we obtain from external sources or through Third-Party Service Providers. This includes, without limitation, financial market data, quotes, news, forecasts, events that may affect the market, analyst opinions, research reports, statistical information and movements of instruments ("Market Information"). Market Information may also be posted by yourself or third parties through the Platform's feed and chat features.

Pocket Trader does not endorse or approve Market Information, and we make it available to you only as a service and convenience. Pocket Trader and our Third-Party Service Providers do not (1) guarantee the accuracy, timeliness, completeness or correct sequencing of Market Information, or (2) warrant any results from your use or reliance on Market Information. Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither Pocket Trader nor the Third-Party Service Providers are obligated to update any information or opinions contained in any Market Information, and we may discontinue offering Market Information at any time without notice. You agree that neither Pocket Trader nor the Third-Party Service Providers will be liable to you in any way for the termination, interruption, delay, or inaccuracy of any Market Information. You will not redistribute or facilitate the redistribution of Market Information, nor will you provide access to Market Information to anyone who is not authorized by Pocket Trader to receive Market Information. You agree not to use Market Information provided by Pocket Trader for any purpose related to your business in particular if you are a securities broker, dealer, banker, or investment advisor.

29. NO INVESTMENT ADVICE OR RECOMMENDATIONS

We provide the Services on an execution-basis only. We do not provide any advice and do not give any representation in connection with the merits of any transaction. You should not construe any Market Information, features, tools or other content available through any Service and the Platform, whether provided by us or other users, as legal, tax, investment, financial or other advice. Nothing contained in any Service or any other content on our Platform constitutes a solicitation, recommendation, endorsement, or offer by Pocket Trader or a Third-Party Service Provider to buy or sell any financial instruments.

You alone assume the entire responsibility of evaluating the merits and risks before making any decisions based on Market Information or content contained in our Services and on our Platform. In consideration for using the Services, you agree not to hold Pocket Trader or any Third-Party Service Provider liable for any possible claim for damages arising from any decision you make based on information made available to you through the Services. In no event will we be liable for any loss of use, commercial loss, lost profits

or savings, or other special, incidental or consequential damages in any way related to or arising from any transaction which you enter into on the Platform and your use of any Market Information or Services.

30. PAST PERFORMANCE

You should bear in mind that any past performance, simulation or prediction does not constitute a reliable indicator of future performance. Therefore, you cannot and must not rely on any past performance, simulation or prediction to indicate future performance.

31. CONFLICT OF INTEREST

Pocket Trader may have an interest, relationship or arrangement that is material in relation to Market Information or the Services. Pocket Trader will identify, manage and, where applicable, disclose any actual or potential conflict of interest, including any material information or fact that might compromise our independence, in accordance with our Conflict of Interests Policy.

32. SECURITY OF DATA TRANSMISSIONS AND STORAGE

Electronic (including wired and wireless) communications through the Services are encrypted. However, you acknowledge that there is a risk that electronic access to the Platform may not be 100% secure and that data, including investment details, email, electronic and wireless communications and posts, may be accessed by unauthorized third parties.

33. HYPERLINKS

Pocket Trader may make available links from a Pocket Trader Service to other third-party sites or electronic services providers that are not affiliated with Pocket Trader. Pocket Trader does not control these other sites or services, and Pocket Trader makes no representations or endorsements whatsoever concerning those sites or services. The fact that Pocket Trader has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners or its providers. There are risks in using any information, software, service or product found on the Internet, and Pocket Trader cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold Pocket Trader liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites accessed through a link on the Platform.

34. DISCLAIMERS OF WARRANTIES

Your use of the Platform and the Services is at your own risk and we are not liable for any use of the Platform and the Services.

The Services and the information provided through the Services, including but not limited to Market Information, is provided “as is” and “as available”. TO THE MAXIMUM EXTENT PERMITTED BY LAW, Pocket Trader, its affiliates, agents and Third-Party Service Providers disclaim all WARRANTIES, COVENANTS, REPRESENTATIONS AND UNDERTAKING, either express or implied WHETHER BY STATUTE

OR OTHERWISE, including but not limited to the implied warranties or merchantability, accuracy, fitness for a particular purpose and noninfringement. Pocket Trader does not warrant:

- That the Services will meet your requirements;
- That market information OR other information, text, graphics, links or other items contained in the Services IS ACCURATE, COMPLETE, RELIABLE OR UP TO DATE;
- That the Services will be uninterrupted, timely, secure or error-free;
- That there will not be inadvertent technical or factual inaccuracies;
- That errors will be corrected; or
- That we will be able to prevent third-party disruptions to the operation of the Platform.

POCKET TRADER PROVIDES NO GUARANTEE AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORED COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. POCKET TRADER EXPRESSLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION CONTAINED IN THE SERVICES AND ON THE PLATFORM. POCKET TRADER MAY CHANGE INFORMATION CONTAINED IN THE SERVICES AND ON THE PLATFORM AT ANY TIME AND MAKES NO COMMITMENT TO UPDATE THE INFORMATION CONTAINED IN THE SERVICES AND ON THE PLATFORM.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE IN YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM POCKET TRADER OR THROUGH OR FROM THE SERVICES AND THE PLATFORM WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

35. LIMITATION OF LIABILITY AND INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD POCKET TRADER, ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES HARMLESS FROM ANY CLAIM, DEMAND, LOSS, COSTS OR EXPENSES, INCLUDING ATTORNEYS' FEES, MADE BY ANY PERSON ARISING OUT OF OR IN CONNECTION WITH:

- YOUR VIOLATION OF THESE TERMS, LAWS, REGULATIONS OR ANY REPRESENTATION OR COVENANT MADE BY YOU IN CONNECTION WITH THESE TERMS OR THE USE OF THE PLATFORM AND SERVICES;
- ANY WILFUL, UNLAWFUL OR NEGLIGENT ACT OR OMISSION BY YOU; OR
- YOUR VIOLATION OF ANY OTHER PERSON'S RIGHTS, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, PROPRIETARY RIGHT OR PRIVACY RIGHT ON THE PLATFORM.

TO THE FULLEST EXTENT PERMITTED BY LAW, POCKET TRADER, ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES OF ANY KIND THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY POCKET TRADER SERVICE, EVEN IF POCKET TRADER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL POCKET TRADER, ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY TORT, CONTRACT OR ANY OTHER LIABILITY ARISING IN CONNECTION WITH THE USE OF A POCKET TRADER SERVICE, OR RELIANCE ON ANY INFORMATION, MARKET INFORMATION OR SERVICES PROVIDED BY POCKET TRADER OR AVAILABLE ON THE PLATFORM.

TO THE FULLEST EXTENT PERMITTED BY LAW, POCKET TRADER, ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU AND/OR ANY THIRD PARTY, REGARDLESS OF THE CAUSE OF ACTION, FOR ANY LOSS OF PROFITS, SAVINGS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF POCKET TRADER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:

- TO THE FULLEST EXTENT PERMITTED BY LAW, POCKET TRADER, ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU AND/OR ANY THIRD PARTY, REGARDLESS OF THE CAUSE OF ACTION, FOR ANY LOSS OF PROFITS, SAVINGS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF POCKET TRADER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: THE USE OR THE INABILITY TO USE THE SERVICES;
- THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION, SERVICES OBTAINED, MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH THE PLATFORM; ANY SECURITY BREACH, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- CONTENT POSTED BY OTHER USERS ON THE PLATFORM INCLUDING, WITHOUT LIMITATION, ANY STATEMENT, ADVICE, RECOMMENDATION OR REPRESENTATION MADE BY ANY SUCH USERS ON THE PLATFORM,
- THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY; OR
- ANY OTHER MATTER RELATING TO THE SERVICES.

YOU ALSO AGREE THAT YOU WILL NOT IN ANY WAY HOLD POCKET TRADER, ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, ANY THIRD-PARTY SERVICE PROVIDERS.

This clause shall survive the termination or expiration of these Terms.

36. ASSIGNMENT

These Terms (or any other documentation applicable to the Services) are for the benefit of and binding upon the parties and their respective successors and permitted assignees.

You may not assign, delegate, transfer or charge any of your rights or obligations under these Terms (or any other documentation applicable to the Services) without our prior written consent.

We may assign, novate or otherwise transfer our rights or obligations under these Terms (or any other documentation applicable to the Services) to any of our affiliates or to any third party to which we may transfer all or substantially all of our business or assets without your prior written consent.

37. RIGHTS OF THIRD PARTIES

No one other than a party to these Terms and permitted assignees, shall have any right to enforce any of the Terms.

38. WAIVER

A waiver of any right or remedy under these Terms or by law is only effective if it is given in writing. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

39. SEVERANCE

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

40. GOVERNING LAW

The Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation, and arising out of or in connection with the use of the Services, the Platform and any transactions entered into via the Platform, will be governed by and construed in accordance with the laws of Malaysia, without regard to conflicts of law principles thereof. You agree to submit to the exclusive jurisdiction of the courts of Malaysia.

SCHEDULE 1 – COPY TRADING

The terms in this Schedule 1 will apply to you when you use the copy trading functionalities on the Platform. The Terms will continue to apply to you for all of our services and not just to copy trading. Capitalised words in this Schedule 1 will have the same meaning which are given to those words in the

Terms. If a term of this Schedule 1 conflicts with or differs from a term in the Terms, this Schedule 1 will prevail.

1. Copy trading

1.1. We are not providing investment management services to you whether discretionary or otherwise when you use the copy trading services; we are simply allowing you to take advantage of functionality which enables you to execute multiple orders without manual intervention on an execution only basis. We are unable to and will not provide you with investment management service, or act as a discretionary manager for a portfolio.

1.2. The Platform provides you with the ability to interact, follow and copy traders, their strategies and/or portfolios by using their information, as well as providing you with "social trading features". Social trading features include detailed account information, trading histories, risk profiles (when available), and other information in relation to traders, strategies and/or portfolios that may be useful to you when deciding whether to copy such trader, strategy and/or portfolio.

1.3. Copy trading is a trading functionality which allows you to copy a specific trader account. By placing a copy order, you authorise us to automatically recreate this account for you in your account without any prior consultation, consent or approval. This will be done on a pro rata basis with the same products and the same trading instructions (unless such action would be in contravention of applicable Law). For example, we may start copy trading, stop copy trading and/or pause the copying of the copied trader, account, portfolio and/or strategy and set limits to any position etc.

1.4. Please read paragraph 2 - "Our copy trading service", and paragraph 8 - "Placing an order" for more information on how to place a copy trade on the Platform.

2. Our copy trading service

2.1. We offer a copy trading service which allows you to copy a specific trader on the platform. For more information, please refer to paragraph 8 below - "Placing an order". More information about our copy trading functionality is available on our website.

2.2. By providing copy trading functionality, we are not giving you investment advice, nor are we making any investment recommendations as to any of the strategies, assets or trades. It is your decision whether or not to trade or invest on the basis of copy trading functionality.

3. Classification of trade

3.1. The copy trading service may result in trades in a number of financial instruments. Each trade opened on your behalf as part as the copying trading functionality will usually be classified under the same asset class as classified in the copied account.

3.2. If you are restricted from trading a certain asset class or specific product due to applicable Law or other regulatory requirements, then we will take reasonable steps, where permitted by applicable Law and where our service enables this, to ensure that an equivalent or similar trade is opened in your account to replace the restricted trade (for example, replacing a CFD trade with a trade in the underlying product). If we replace a trade for you, we cannot guarantee that the risk rating (when available) and

economic performance of the replacement trade will match that of the restricted trade. Where in our sole discretion we do not replace a trade with an equivalent or similar trade for any reason (for example, as a result of a restriction due to applicable Law or where no suitable replacement exists), your economic performance, portfolio composition, risk rating (when available) and other factors relating to your portfolio may deviate from that of the copied trader.

3.3. You should read the Terms for more information.

4. Regulatory status of the copy trading service and suitability assessment

4.1. Our copy trading functionality does not amount to a form of discretionary investment management under Malaysia law as you are pre-authorising us to execute trades and we are not exercising discretion in relation to those trades, nor are you paying any performance management fee. Despite our Suitability Assessments to determine whether we consider copy trading is suitable and appropriate for you, you remain solely responsible for assessing whether, and under what conditions, copy trading is a suitable and appropriate investment tool for you. The information and documents you provide us determine the result of the Suitability Assessments, hence you can update at any time, and are required to do so as soon as practicable where there is a change to information previously provided. Your Suitability Assessments may limit your ability to enter into copy trades. If we determine that copy trading is not suitable and/or appropriate for you, you will not be permitted to access the copy trading functionality of the Platform.

4.2. If we provide leverage to you, your Suitability Assessment may also limit your ability to enter into leveraged copy trades. If we determine that copy trading using leverage is not a suitable investment tool for you, then you will not be permitted to access the copy trading functionality of the Platform using leverage. We are not liable for any losses that you suffer as a result of providing false or misleading information as part of your Suitability Assessment, including where this leads to us creating an inaccurate investment profile for you.

5. Limitations to our copy trading service

5.1. We do not provide personalised investment recommendations, investment advice, tax related advice or other financial related advice of any kind. Any explanation or information which we give to you as part of a copy trade, or about the performance of the copy trade is not intended to be, and should not be considered as advice. This information is provided by us solely for informational purposes.

5.2. You may use any information gathered from our website or social trading features as a starting point for your own independent research and investment decision making. However, you should not make any investment decisions based on information provided on the Platform or other traders.

5.3. We will take reasonable steps to monitor the performance of any copied trader under the copy trading functionality. We reserve the right to pause, stop, or block any trader from being copied under the copy trading functionality.

6. The key risks of copy trading

6.1. In making a decision to copy a specific trader, you should consider your financial situation, including your financial commitments. Copy trading is highly speculative and you could sustain significant losses

exceeding the amount used to copy a specific trader as a result of the following:

- (a) when you manually modify or close an order generated by the copy trading functionality, you may achieve a materially different result than the trader that you copied;
- (b) copied trades in amounts lower than the minimum trade will not be opened;
- (c) if you are copying all trades which are currently open, we will open your position at the best available price at the time of copying and not the price at the time which the trade being copied was originally opened;
- (d) the copy trading functionality will not include copying the cash-out and withdrawals by the copied trader. You will receive a notification if the copied trader closes the trade at which time you may choose to close your trade as well. Alternatively, you could present a take profit or stop loss. Even if you close your trade once you receive notification that trader you copied had closed, the result could still be materially different from the copied trader as it may affect the copy trading proportions. This is due to various different factors including starting account balance, minimum trade size, the investor's account settings, differences in spread, interest and investment price at time of investment, and also the difference in fees that may be incurred;
- (e) following/copying the trading decisions of inexperienced and/or unprofessional traders;
- (f) following/copying trader whose ultimate purpose or intention, or financial status may differ from yours; and/or
- (g) following and/or copying traders who trade products restricted as a result of applicable Law in relation to your account and where a replacement equivalent trade cannot be executed may result in the economic performance, portfolio composition, risk rating (when available) and other factors relating to your portfolio deviating from the copied trader

6.2. We do not provide any guarantee as to the performance of any particular investment, account, portfolio, trader or strategy. Please conduct your own research on the underlying product that you are copying for more information on the risks associated with trading that product.

6.3. Past performance, statistics and any other information with respect to traders under our copy trading functionality are not reliable indicators of future performance. We do not represent or guarantee that you will achieve profits or losses similar to those shown on the trader that you are copying.

7. Conflicts of interest

7.1. We will endeavour to manage conflicts and potential conflicts of interest when providing our services. However, there may be instances where your interest conflicts with our interests, or with another client's interest. For example, with respect to copy trading, we may compensate traders who you and/or others have elected to follow and/or copy.

8. Placing an order

8.1. Before you enter into the copy trade, you will need to allocate the amount of money you would like to put towards that copy trade. Such amount shall be allocated in transactions at the same proportion as it is allocated in the copied account. We will then automatically execute that order for you, which means we will not obtain your confirmation before we do this. The opening of such transactions shall not require any prior consultation, consent or approval. Trades below the minimum trade amount shall not be opened.

8.2. There are a number of order restrictions when using copy trading functionality, including on the minimum amount that can be invested in any trader that you copy, the minimum amount on any single copy trade, and once a trader has copied your trade, you cannot copy that trader afterwards, until that trader no longer copies you. The full restrictions are listed on our website.

8.3. When you are using our copy trading functionality, you can choose to copy: (a) all trades which are currently open in a certain account as well as new trades which are opened after you begin to copy the trader in such account; or (b) only new trades which are opened after you begin to copy the trader's account. This means that we will not copy any trades in the trader's account which were entered into before this point.

8.4. Notwithstanding paragraph 3.2 of this Schedule, If you are copying all trades which are currently open, we will open your position at the best available price at the time of copying and not the price at the time which the trade being copied was originally opened. If the relevant markets are closed at the time of copying (for example during a market break) we will open a market order for you and once the market reopens, your order will be executed at the first available price.

8.5. The copy trading service has a number of other functionalities that we may make available to you from time to time. However, we may add, remove, or change the availability and features of these functionalities, at our discretion. This may impact how you can use the copy trading service on our Platform, for example whether you can copy all trades or only new trades of a trader.

9. Fees and costs

9.1. When you place a copy trade, we will charge you fees on the same basis as those charged to the copied account for the same trades. Please refer to the Platform which applies to the underlying product that you are copying for more information on the fees and costs associated with that copy trade.

9.2. Please also refer to our website for more information on our fees and costs.

9.3. As we are not undertaking discretionary portfolio management, we do not charge any fee for portfolio management or for the performance of any portfolio that you chose to copy.

10. Liability

10.1. Subject to applicable Law, neither Seychelles, Labuan nor any affiliates or associate third parties will be liable for any losses arising from:

- (a) actions taken by us in order to carry out your written or spoken instructions;
- (b) decisions or actions taken by a trader that you have chosen to copy; and/or
- (c) specific investment decisions or actions taken or omitted in good faith by any copied account strategy or portfolio, including portfolios controlled by us.