

## **AGREEMENT**

### Agreement for Electronic Business Conduct and Risk Disclosure:

#### 1. Electronic Application:

If you decide to create a Trading Account with BullishFx via the website or Bfx Mobile, you agree to accept the Risk Disclosure Statement included in the Trader/Member Agreement and Transaction Disclosure electronically.

#### 2. Electronic Communication:

The Risk Disclosure Statement, Trader/Member Agreement, Account Statement, Transaction Disclosure, and any notices, instructions, agreements, or other communications regarding your Account (collectively referred to as "Communications") may be presented, sent, stored, retrieved, and transmitted electronically.

#### 3. Execution of Electronic Transactions:

The Agreement and transactions will be conducted using electronic records and electronic signatures.

#### 4. Conducting Business with Electronic Consent:

The decision to conduct business electronically is yours, and you should consider whether you have the necessary hardware and software capabilities. Your consent to conduct business electronically, and our agreement to do so, only apply to the creation and maintenance of accounts and the execution of transactions related to your account.

#### 5. Withdrawal of Consent:

You have the right to withdraw your consent to conduct business electronically at any time. The withdrawal applies only to the customer's bank account in their own name and cannot be transferred to an account in another person's name.

#### 6. Change of Your Information:

You must inform us of any changes to your email address or other contact information.

#### 7. Printing Documents:

You can print this document by selecting Print from the File menu.

#### 8. Ability to Access Communications:

When you select "I Agree" below, you acknowledge that you have the ability to access Communications.

9. Consent to Electronic Communications:

When you select the "I Agree" button below, you agree to provide or receive all Communications in electronic form.

10. Consent to Execute Electronic Transactions:

When you select the "I Agree" button below, you agree to execute the Agreement and Transactions using electronic records and/or electronic signatures.

## A. RISK DISCLOSURE STATEMENT

This brief statement (although not required for OTC/Over The Counter Trading) declares that the Trader/Member understands and comprehends all risks and other significant aspects of trading and investment with leverage.

In light of these risks, you should engage in such trading only if you understand the nature of the contracts and contractual relationships into which you are entering and the extent of your exposure to risk. You should carefully consider whether trading in leveraged products is suitable for you based on your experience, objectives, financial resources, and other relevant circumstances.

### 1. Effect of Leverage

Transactions on an OTC account carry a high risk due to the relatively small initial margin compared to the value of the OTC contracts, making the transactions leveraged.

Even a small market movement will have a proportionately larger impact on the funds you have deposited, potentially resulting in substantial losses.

If the market moves against your position, the spread widens, or the margin level increases, you may lose your initial margin and any additional funds deposited to maintain your trading position. You might also be required to deposit substantial additional funds on short notice to maintain your trading positions.

If you fail to meet these requirements, your trading positions may be liquidated at a loss.

### 2. Orders or Strategies to Reduce Risk

Placing certain orders (e.g., stop-loss orders, if allowed by local law, or stop-limit orders) intended to limit losses to certain amounts may not be effective due to market conditions preventing the execution of such orders. Strategies using combinations of positions, such as spread trading, may be as risky as simple long or short positions.

### 3. Forex Trading Terms and Conditions

You should ask the firm about the terms and conditions of the specific currencies you trade and the associated obligations (e.g., situations where you are required to make or take full delivery of the currency value).

### 4. Suspension or Restriction of Trading and Pricing Relationships

Market conditions (e.g., liquidity) and/or the operation of certain market rules (e.g., suspension of trading in any currency due to price limits, government intervention, or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.

### 5. Depositing Cash and Property

There is no protection for you when providing cash or property to someone to represent you in trading.

Trading with cash and property may be justified in some jurisdictions, where property specifically identified as yours will be prorated similarly to cash for distribution purposes in the event of a shortfall.

## 6. Transaction Costs and Other Fees

Before you begin to trade, you should be clear on all transaction costs, spread markups, spread markdowns, rollovers, overnight fees, interest rate differences, deposit fees, withdrawal fees, and other charges you will incur. These costs will affect your net profit (if any) or increase your loss.

## 7. Transactions in Other Jurisdictions

Transactions in currencies of countries or jurisdictions other than your own, including markets formally linked to domestic markets, may expose you to additional risk. Such markets may be subject to different or reduced regulatory oversight.

Before you trade, you should agree to any rules imposed through this agreement. Your local regulatory authorities will not be able to enforce the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You have the right to cease trading immediately if you are uncomfortable with your trades.

## 8. Deposit, Withdrawal, and Associated Risks

Traders/Members deposit and withdraw funds directly only through BullishFx accounts or through Conciliator working with BullishFx.

For the smooth and convenient deposit and withdrawal of funds for Traders/Members with jurisdictions outside Hong Kong, a Conciliator is provided to mediate each transaction.

Recognized deposits and withdrawals are only those conducted through the official BullishFx platform, the "Bfx Mobile" app, available on Google Play Store, App Store, Bfx Apps Store, and the website [www.bullishfx.com](http://www.bullishfx.com).

Traders/Members are fully responsible for any gains or losses due to currency exchange fluctuations when converting their jurisdiction currency to US dollars or vice versa, as well as for any losses due to internet network disruptions or system issues during transactions

Traders/Members are also responsible for any losses due to poor performance by the Conciliator. Although BullishFx collaborates with Conciliator to enhance deposit and withdrawal services, BullishFx cannot guarantee the quality of their service.

Traders/Members have the right to opt-out of using the Merchant's balance buying and selling mechanism and can choose to deposit and withdraw funds directly with BullishFx. Each Conciliator May have different service fee policies, which cannot be contested with BullishFx.

## 9. Trading Facilities

OTC business is not traded on regulated markets and does not require open outcry. Although quotes or prices are provided by many computerized systems, they may vary due to market liquidity.

Many electronic trading facilities are supported by computerized systems for order routing, execution, or trade matching.

These facilities and systems are vulnerable to temporary disruptions or failures. Your ability to recover certain losses may be subject to the limits of liability imposed by system providers, markets, banks, and/or

financial institutions. These limits may vary.

BullishFx offers CFD trading on stocks, indices, commodities, foreign exchange, crypto currencies, and futures market products, not the underlying instruments themselves. Thus, CFD trading with BullishFx does not entitle Traders/Members to dividends, delivery, or other characteristics associated with the underlying instrument.

As CFD and Forex trading with BullishFx is conducted OTC, it is not performed on any futures or stock exchanges and is not subject to their rules. OTC trading allows collective or group trading through a single account owned jointly by each trader/member listed on the account.

## 10. Electronic Trading

Trading on electronic trading systems may differ from trading in interbank markets and other electronic trading systems.

If you conduct transactions on an electronic trading system, you will face system-related risks, including hardware and software failures. As a result of system failures, your orders may not be executed according to your instructions or at all.

## 11. Risk Warning

a. The email and mobile number you use during registration will be the mediums for receiving one-time passwords (OTP), account recovery passwords for BullishFx and trading accounts (MT4), and other transactions related to your financial activities with BullishFx. Any risks arising from negligence in securing your email and mobile phone are not our responsibility.

b. Trading in financial markets carries a high level of risk as leverage can work for or against you. Consequently, trading financial markets may not be suitable for everyone, as you may lose all the capital you use for trading. You should not risk more than you are prepared to lose. Before deciding to trade, ensure you understand the risks involved, considering your trading objectives and experience level. Seek independent advice if necessary. Financial market trading laws and regulations may differ by country. In the event of a dispute, the Parties agree to use the laws and regulations in Hong Kong to resolve the dispute.

c. We strongly advise against allowing your trading account (MT4) to be traded by others, including BullishFx Marketers or Affiliates. You are also not permitted to entrust your funds to Marketers or Affiliates to open a trading account in your name.

d. As technology and information evolve, potentially affecting the performance and security of BullishFx's transaction systems and platforms, any transactions made with the cooperation or influence of Marketers, Agents, or Affiliates exploiting such vulnerabilities may be canceled.

e. If you are found to have influenced Marketers, Agents, or Affiliates to assist you in transactions for yourself or a group with promises of rewards or profit-sharing, all transactions may be canceled, and you will bear any resulting.

## B. DISCLAIMER

### 1. Internet and System Failures :

Since BullishFx does not control the signal strength, reception, or routing via the Internet, your equipment configuration, or the reliability of its connection, we are not responsible for communication failures, distortions, or delays while you trade online (via the Internet).

Additionally, previous losses or gains in a Trader/Member account are the responsibility of the Trader/Member, not BullishFx, even if software, hardware, or other system failures or errors contributed to past losses or gains.

## 2. Market and Online Trading Risks :

Currency trading involves risks that may not be suitable for everyone. Please refer to the Trader/Member Agreement for a detailed explanation of these risks.

Online trading, regardless of its convenience or efficiency, does not necessarily reduce the risks associated with currency trading.

## 3. Password Protection:

Traders/Members must keep their passwords confidential and ensure that third parties do not gain access to their trading facilities.

Traders/Members acknowledge that they will be responsible to BullishFx for any trades conducted, even if the trading facilities were used by others.

## 4. Quotation Errors:

In the event of a quotation error, automatic price reception error, or erroneous price quote, such as but not limited to large number quote errors, arbitration will be conducted, and BullishFx's decision shall be final and binding on the Trader/Member.

BullishFx reserves the right to make necessary corrections or adjustments to the accounts involved.

any disputes arising from such quotation errors will be resolved based on the fair market value of the currency or CFD at the time the error occurred.

BullishFx reserves the right to cease trading on all or certain symbol pairs previously offered by BullishFx if it deems the trading conducted by the Trader/Member to be unreasonable, and BullishFx's decision shall be final and binding on the Trader/Member.

BullishFx reserves the right to implement a waiting system in terms of order liquidation in trading on all or certain symbol pairs previously offered by BullishFx as a preventive measure against trading conducted using delayed quotations or price quotes if the trading conducted by the Trader/Member is deemed unreasonable, and BullishFx's decision shall be final and binding on the Trader/Member.

## C. ACCOUNT STATEMENT

Oval Ltd is a registered company in Seychelles and is the liquidity and quotation provider for Oval Capital International Ltd.

Oval Capital International Ltd. is a company registered and domiciled in Hong Kong and owns the trademark BullishFx.

This is a legal contract between BullishFx ("BullishFx"), its successors and assigns, and the parties executing this agreement.

In connection with the opening of a trading account for the purposes of speculation, hedging, and/or purchasing and/or selling Contracts For Difference (hereinafter referred to as CFDs), Futures Contracts, Indices, foreign exchange, Crypto currencies, and/or stocks through the OTC market (hereinafter referred to as OTC) with BullishFx, the Customer (hereinafter referred to as Trader/Member) acknowledges that the Trader/Member has been informed and understands the following factors regarding trading on the OTC with

leverage, in addition to those listed in the following Risk Disclosure Statement and Insolvency Statement (Insolvency Statement) provided to the Trader/Member.

1. OTC is not traded on a regulated exchange. There is no guarantee of the credibility or creditworthiness of the counterparty to your currency trading positions. Every effort has been made to deal with reputable credit banks/clearing institutions. Also, there may be certain cases where trading liquidity decreases, causing certain currency trading to halt, thereby preventing the liquidation of your profitable positions or resulting in significant financial losses for you.
2. Trading on the OTC is only suitable for professional institutions or Traders/Members who are financially able to withstand losses and can match the value of the margin or deposit. OTC accounts are not recommended for regular or inexperienced Traders/Members.
3. BullishFx's market recommendations are based solely on BullishFx Analysts' judgment. These market recommendations may or may not align with BullishFx Analysts' market positions or expectations. BullishFx's market recommendations are based on reliable information, but BullishFx cannot and does not guarantee the accuracy or completeness, nor state that following such recommendations will eliminate the inherent risks in currency trading. Any market recommendations or information provided by BullishFx are not necessarily offers to buy or sell or solicitations to buy or sell any OTC transactions.
4. Traders/Members understand that BullishFx does not permit Affiliates, Account Executives, and/or Marketing Members to exercise discretion or manage Trader/Member OTC trading accounts or hold power of attorney over OTC trading accounts. If the trading account is not traded under the authority of the Trader/Member, the Trader/Member must immediately notify BullishFx's Compliance Officer, which can only be done through the Support Ticket facility on the Bfx Mobile application, website, or available email.
5. Margin policy and/or bank/clearing institution policies where trading is conducted may require you to add additional funds (Top up Margin) to meet margin requirements to maintain your trading positions. You are required to immediately meet these margin requirements. Failure to meet margin calls may result in the liquidation of all open trading positions with resultant losses. All previous position orders will also be rejected and/or canceled.
6. Traders/Members understand that they must carefully review online trading reports or daily reports provided to them by BullishFx based on the instructions of the Trader/Member. According to the Trader/Member Agreement, all trading or transaction reports will be deemed final within twenty-four (24) hours from receipt, unless the Trader/Member submits a written objection to these reports within the 24-hour period to BullishFx's executive officer.
7. Traders/Members have read, understood their rights and obligations under the following Trader/Member Agreement, agree to, and acknowledge that the following Trader/Member Agreement will govern the relationship between the Trader/Member and BullishFx. Traders/Members agree that they are fully responsible for making all final decisions on transactions made for their accounts. Traders/Members have considered the above factors, considering their current and anticipated financial resources, and are willing and able to bear the significant financial risks in OTC trading.

## D. TRADING ACCOUNT AGREEMENT

In consideration, BullishFx agrees to provide one or more trading accounts to individual or grouped Traders/Members using a single trading account (joint trading account) and provide services to Traders/Members concerning the purchase and sale of CFDs, futures, indices, foreign exchange, Crypto currencies, and/or stocks through the OTC Market, which can be bought or sold through BullishFx's trading platform, and Traders/Members agree as follows:

### 1. AUTHORIZATION TO TRADE

BullishFx is authorized to buy and sell OTC products per the Trader/Member's instructions, whether oral, written, or computer/online.

### 2. GOVERNING RULES, COUNTERPARTY INSTITUTIONS, AND INTERBANK SYSTEMS

All transactions under this Agreement are subject to the constitution, bylaws, rules, regulations, customs, usages, rules, and interpretations of the counterparty institutions or interbank markets and clearing organizations, if any, where such transactions are executed, and all laws and regulations.

Should any statute be enacted, rule or regulation be promulgated, or adopted by any governmental authority, contract market, or clearing organization, which shall be binding on BullishFx and affect the provisions of this Agreement, the provisions of this Agreement shall be deemed modified or replaced, as the case may be, by the applicable provisions of such statute, rule, or regulation, all other provisions of this Agreement, and the Agreement shall continue in full force and effect as modified.

The Trader/Member acknowledges that all transactions under this Agreement are subject to regulatory requirements, and the Trader/Member will not be granted any legal or contractual rights independent of such requirements.

### 3. MARGIN AND DEPOSIT REQUIREMENTS

Traders/Members must provide and maintain margins in such amounts and forms as required by BullishFx.

Margin requirements may be greater or lesser than those required by the counterparty liquidity provider banks, and BullishFx may change margin requirements at any time to adjust to the margin requirements of liquidity providers.

Traders/Members agree to deposit additional margins as and when requested by BullishFx.

Failure of the Traders/Members to deposit additional margins will result in BullishFx's right to liquidate all open trading positions of the Traders/Members.

BullishFx reserves the right to limit the number and/or total open positions that the Traders/Members can acquire or maintain at BullishFx, and increase margin requirements with or without notice, either before or after the event.

BullishFx will endeavor to execute all orders per the Trader/Member's instructions made through the BullishFx trading platform.

However,

BullishFx reserves the right to refuse to accept any orders and shall not be responsible for any loss, damage, and/or cost directly or indirectly caused by such events and actions. BullishFx shall not be liable for any negligence beyond BullishFx's control, including delays or inaccuracies in the transmission of orders and/or information due to interruptions or failures of transmission or communication facilities.

#### 4. AUTOMATIC ROLLOVER AND VOLUNTARY POSITION LIQUIDATION

Except as specified in other documents or in the Trading Regulations that may apply from time to time, the Trader/Member hereby instructs BullishFx through this agreement to liquidate open positions in their respective Trading Accounts for "Spot FOREX Positions" traded under a contract system with an expiration date. Open positions may be automatically extended from day to day, subject at any time to BullishFx's sole and absolute discretion to liquidate such transaction positions according to the provisions set forth, including but not limited to the provisions of Article 6 of the Government Regulations below.

Spot FOREX Positions in the Trading Account can be settled or liquidated online at any time by entering the Spot FOREX market to offset and make or receive delivery of a specific amount of foreign currency.

To liquidate open Spot FOREX Positions in the Trading Account using the cash and carry method by selling or buying, as applicable, the same or opposing Spot FOREX contract positions, written instructions must be provided to BullishFx by the Trader/Member to execute this mode.

#### 5. COLLATERAL AND LOAN AGREEMENT

All funds, securities, currencies, and other properties belonging to the Trader/Member used as collateral to BullishFx or affiliated with BullishFx, including storage, shall be held by BullishFx as collateral and subject to a general lien and right of set-off to satisfy the Trader/Member's obligations to BullishFx.

At its discretion, BullishFx may, at any time and from time to time, without obligation to notify the Trader/Member, use and/or transfer any part or all funds, securities, or other properties belonging to the Trader/Member to another party.

The Trader/Member hereby also grants BullishFx the right to re-pledge, invest, or lend, whether separately or with other Trader/Member properties, to itself as broker or to others.

This authorization applies to all Trader/Member accounts opened through the BullishFx platform and shall remain in full force until all accounts are fully paid by the Trader/Member or a revocation notice is sent by BullishFx from its headquarters.

#### 6. LIQUIDATION OF TRADING ACCOUNT AND PAYMENT OF DEFICIT BALANCE

In the event of Trading Account Liquidation and Payment of Balance Deficit, the following conditions apply:

- a. Judicial declaration of the Trader/Member's incapacity.
- b. Filing of a bankruptcy petition or request for appointment of a curator, or similar insolvency proceedings by or against the Trader/Member.
- c. Insufficient margin, or according to BullishFx's determination, any collateral deposited to secure one or more trading positions in the Trader/Member's account is insufficient, regardless of current market quotations but based on market prices when the margin is deemed insufficient to secure the account.
- d. Failure of the Trader/Member to provide information requested by BullishFx as per this agreement.
- e. Under other circumstances or developments deemed appropriate by BullishFx for protection and policy, BullishFx may take one or more of the following actions:
  - Request the Trader/Member to fulfill any obligations to BullishFx, either directly or with collateral ownership outside of any funds or property held or controlled by the Trader/Member.



- Sell or buy any or all of the Currency contracts, securities held or carried by the Trader/Member from another company.

- Cancel any or all orders or contracts, or other commitments made on behalf of the Trader/Member.

Any of the above actions may be taken by BullishFx without a margin call or additional margin, without prior notice of sale or purchase, or other notifications to the Trader/Member, their personal representatives, heirs, trade trust executors, administrators, guardians, or receivers and regardless of whether the property is owned jointly with others.

In liquidating positions in the Trader/Member's trading account, LONG or SHORT, BullishFx may, at its discretion, provide settlement compensation or may take new LONG or SHORT positions to establish spreads or straddles that may be decided solely by BullishFx.

The Trader/Member shall always be responsible for paying the deficit balance upon demand by BullishFx and, in all cases, the Trader/Member is responsible for any deficiency remaining in the Trader/Member's account if partially or wholly liquidated by BullishFx or by the Trader/Member.

If the realized proceeds under this authorization are insufficient to pay all the Trader/Member's obligations, the Trader/Member must immediately pay the deficiency and all unpaid obligations along with interest of three (3) percent, all collection costs, including attorney's fees, witness fees, travel expenses, and the like.

## 7. COMMISSION ACCOUNTS AND OTHER FEES

The Trader/Member must pay all broker fees, transaction fees, commissions, special service fees, overnight fees on transactions, mark-ups, and mark-downs of buying and selling, order cancellation fees, account transfer fees, fees BullishFx may at any time change the commission schedule, as well as add or reduce fees and/or wages payable under this agreement without notice. The Trader/Member agrees to be responsible to BullishFx for all amounts owed by the Trader/Member to BullishFx herein, including but not limited to, margin amounts required but not timely deposited in the Account, which will be subject to interest of three (3) percent.

All fees payable to BullishFx shall be paid by the Trader/Member at the sole and absolute discretion of BullishFx, and such fees will be deducted from the Trader/Member's trading account. In the event that equity and/or credit in the trading account are insufficient to cover the expenses, the unpaid fees will automatically become a debit balance in the trading account.

## 8. STATEMENTS AND CONFIRMATIONS

Order confirmations of transaction reports and account statements will be considered accurate, conclusive, and binding on the Trader/Member if no objection is made in writing within one (1) day after being sent to the Trader/Member via email. Margin requests are deemed final and binding unless promptly rejected by the Trader/Member via email, or the Trader/Member may ignore them and accept the consequences that may arise.

## 9. COMMUNICATION

Reports, statements, notifications, and other written communications from BullishFx will only be sent and addressed to the Trader/Member through facilities, Notifications, Support Ticket on the Bfx Mobile application menu, and/or website, and/or the Trader/Member's registered email address.

Meanwhile, the Trader/Member may communicate with BullishFx through the Support Ticket menu on the Bfx Mobile application, and/or website, and/or by sending an email through the provided email address, and/or contacting BullishFx's hotline at +85263388703.

## 10. RESPONSIBILITY OF BULLISHFX

BullishFx shall not be liable for delays in the delivery of orders due to disruptions or failures of transmission or communication facilities, power outages, or other reasons beyond BullishFx's control and anticipation.

BullishFx will only be liable for actions directly caused by BullishFx's negligence, intentional error, or fraud, which can be proven by the Trader/Member.

BullishFx is not liable for losses arising from the failure of agents, affiliates, or any other parties used by BullishFx under this agreement. As the OTC market is not a publicly traded exchange market, the bid or quote prices from BullishFx may or may not match the prices of liquidity providers in other OTC markets.

## 11. CURRENCY FLUCTUATION RISK

If the Trader/Member transfers their trade in currency:

A. Any profits or losses arising from fluctuations in exchange rates affecting such currency shall be the sole responsibility and risk of the Trader/Member.

B. All initial and subsequent deposits for margin purposes must be made in United States dollars or any other amount permitted at the sole discretion of BullishFx and adjusted to the Trader/Member's selection at the time of registration.

C. BullishFx is authorized to convert funds in the Trader/Member's trading account into margin for trading in the foreign currency selected by the Trader/Member at an exchange rate determined by BullishFx based on the prevailing market rates at the time.

## 12. RISK ACKNOWLEDGMENT

The Trader/Member acknowledges that investing in leveraged and non-leveraged transactions is speculative, involves a high degree of risk, and is only suitable for individuals who can assume the risk of losing their entire margin and/or deposit.

The Trader/Member understands that due to the typically low margin requirements in OTC trading and the price changes in the OTC market, significant losses may occur. The Trader/Member ensures that they are willing and financially able to bear the risk of trading in the OTC market, and considering the risk of their account being frozen by BullishFx, the Trader/Member agrees not to hold BullishFx liable for losses incurred from transactions executed based on recommendations or trading advice from BullishFx employees, agents, affiliates, or representatives.

The Trader/Member acknowledges that guaranteeing profits or freedom from loss is not possible in OTC trading. The Trader/Member acknowledges that they are not permitted to receive such guarantees from BullishFx or its representatives, agents, affiliates, or any other entity. The Trader/Member who has registered and holds a trading account with BullishFx will be subject to such guarantees or similar representations.

## 13. TRADING RECOMMENDATIONS

A. The Trader/Member acknowledges that (i) any market recommendations and information communicated to the Trader/Member by BullishFx or anyone within the company do not constitute an offer to sell or a solicitation to buy contracts in the OTC market, (ii) such recommendations and information, while based on information obtained from sources believed to be reliable by BullishFx, may be incomplete and unverifiable, and (iii) BullishFx makes no representations, warranties, or guarantees and is not liable for the accuracy or completeness of the information or trading recommendations provided to the Trader/Member.

The Trader/Member acknowledges that BullishFx officials, directors, affiliates, shareholders, or representatives may hold positions or intend to buy or sell currencies subject to the market recommendations given to the Trader/Member, and that the existing trading positions of BullishFx officials, directors, affiliates, shareholders, or representatives in the market will not constitute recommendations influencing the Trader/Member's trading decisions.

The Trader/Member acknowledges that BullishFx makes no representations regarding the tax implications of any trades or trading contracts conducted by the Trader/Member.

B. The Trader/Member further acknowledges that if they have a trading authority agreement or control over the Trader/Member's trading account granted to a third party ("Trading Agent"), whether policy-based or non-policy-based, whether directly or indirectly related to BullishFx, such as employees, affiliates, or analysts, BullishFx shall in no way be liable for that trading authority or make recommendations in connection with it.

The Trader/Member understands that BullishFx makes no warranties or representations regarding the granting of trading authorization to a Trading Agent, whether an institution or individual. BullishFx shall not be responsible for losses caused by actions of the Trading Agent appointed by the Trader/Member, either directly or indirectly, and BullishFx shall not endorse or approve the trading methods used by the Trading Agent. If the Trader/Member grants authority to the Trading Agent to use this right through the Trader/Member's account, the Trader/Member understands that they do so at their own risk.

#### 14. TRADER/MEMBER REPRESENTATIONS AND WARRANTIES

The Trader/Member represents and warrants that:

- A. The Trader/Member is of sound mind, possesses a valid identity, and has legal competence.
- B. No person other than the Trader/Member has or will have any interest in the Trader/Member's account.
- C. The Trader/Member warrants that regardless of any provision or reason, they are suitable for trading in the OTC market as a sophisticated institution and/or institutional participant.
- D. The Trader/Member is not currently an employee of any exchange, a company owning a market where the company holds a majority capital or shares, a member of an exchange, a company listed on an exchange, any bank, trust, or insurance company, and in the event that the Trader/Member becomes part of the entities described in this point in the future, the Trader/Member shall immediately notify BullishFx in writing sent to the correspondence address approved in this agreement regarding such employment.
- E. All information available in the information booklet section is true and complete as of the date of this agreement, and the Trader/Member will promptly notify BullishFx of any changes to such information.

#### 15. FINANCIAL INFORMATION DISCLOSURE

The Trader/Member represents and warrants that no request for financial information disclosed to BullishFx in this document is independently requested to accurately represent the current financial condition of the Trader/Member. The Trader/Member represents and warrants that they have carefully considered and determined the suitability of the portion of their total assets deemed as High-Risk Capital by the Trader/Member.

The Trader/Member acknowledges that Risk Capital is the risk capital and/or the amount of money that the Trader/Member is willing to take risks with, and if lost or incurred as a loss in trading transactions, will not

alter the Trader/Member's lifestyle in any way.

The Trader/Member agrees to cease trading immediately if they experience a change in financial condition that reduces their Net Worth, Liquid Assets, and/or Risk Capital.

## 16. NO GUARANTEE

The Trader/Member acknowledges and warrants that they do not have a separate agreement with a Trading Agent, employee, agent, or affiliate concerning the Trader/Member's trading account at BullishFx, including an agreement to guarantee profits or limit losses in the Trader/Member's account.

The Trader/Member understands that they must authorize each transaction before it is executed, and any disputed transaction must be brought to the attention of the BullishFx Compliance Officer.

The Trader/Member agrees to indemnify and hold BullishFx harmless from any harm and liability arising from the failure to notify the BullishFx Compliance Officer of any events mentioned above. All notifications will be carried out through the standard procedures and correspondence address stipulated in this agreement.

## 17. NO WAIVER OR AMENDMENT

No provision of this Agreement may be waived or amended unless such waiver or amendment is made in writing and communicated to the Trader/Member through the correspondence address provided in this Agreement.

No oral agreements or direct instructions contrary to this Agreement shall be recognized or enforceable. This instrument and its attachments embody the entire agreement of the parties, supersede any and all prior written and oral agreements, and no terms, conditions, or obligations exist other than those contained herein.

## 18. GOVERNING LAW AND JURISDICTION

This Agreement, along with the rights and obligations of the parties herein, shall in all respects be governed by, interpreted, and enforced under the laws of Hong Kong applicable to such matters.

English shall be the language used as the reference for interpreting all contents of this Agreement, and any translation of the Agreement content, menu titles provided by the Bfx Mobile application or on the BullishFx website into the language used in the Trader/Member's country is merely a service provided by BullishFx.

## 19. BINDING EFFECT

This Agreement, including all authorizations, shall be for the benefit of BullishFx and its successors or assigns, and shall be binding upon the Trader/Member and/or the owners, executors, supervisors, administrators, legal representatives, successors, and assigns of the Trader/Member.

The Trader/Member hereby ratifies all transactions with BullishFx conducted prior to the date of this Agreement and agrees that the rights and obligations of the Trader/Member concerning such transactions shall be governed by the provisions of this Agreement.

## 20. TERMINATION

This Agreement shall remain in effect until terminated at any time and may be terminated by the Trader/Member when the Trader/Member has no open Currency transaction positions and no obligations or debts to BullishFx and/or;

Upon receipt of written notice of termination of this Agreement from BullishFx, which will be sent via the Bfx Mobile application, email, and/or the mailbox in the Trader/Member's trading account.

Such termination shall not affect previous transactions conducted by the Trader/Member and shall not release either party from obligations established in this Agreement, nor shall it release the Trader/Member from any obligations arising from a deficit balance.

## 21. INDEMNIFICATION

The Trader/Member agrees to indemnify and hold BullishFx, its affiliates, employees, agents, successors, and assigns harmless from and against any and all harm, liabilities, losses, damages, costs, and expenses, including attorney's fees, incurred by BullishFx arising from the Trader/Member's failure to timely and accurately perform the contents of this Agreement, and/or if any representations and warranties in this Agreement are inaccurate and untrue.

The Trader/Member further agrees to promptly pay BullishFx for all damages, costs, and expenses, including attorney's fees, incurred by BullishFx in enforcing any provision of this Agreement and any other agreement between BullishFx and the Trader/Member.

## 22. TERMS AND TITLES

The term "BullishFx" shall be deemed to refer to BullishFx or the OTC platform provider company, the term "Trader/Member" means the party or parties who bind themselves to BullishFx through this Agreement and execute the Agreement, and the term "Agreement" includes all other agreements and authorizations made by the Trader/Member concerning the maintenance of the Trader/Member's account with BullishFx.

Clause titles in this Agreement are inserted solely for reference and convenience, and shall not be deemed to limit or affect the applicability or meaning of any provision.

## 23. RECORDINGS

The Trader/Member agrees and acknowledges that all conversations regarding the Trader/Member's account between the Trader/Member and BullishFx personnel may be electronically recorded with or without the use of an automatic tone warning device.

The Trader/Member further agrees to the use of such recordings and transcripts as evidence by either party concerning any disputes or proceedings that may arise involving the Trader/Member or BullishFx.

The Trader/Member understands that BullishFx periodically destroys such recordings according to BullishFx's established business procedures, and the Trader/Member hereby consents to such destruction.

## 24. CLOSING STATEMENT

**I declare that I have met the age and all other requirements necessary to make this agreement and be responsible under the applicable laws in Hong Kong.**