Account Opening Agreement

账户开户协议

Product description: Precious Metal, FX, Crude Oil & Index

Table of Contents 目录

1. Introduction 4
2. Definitions and Interpretations 5
3. Scope of the Account Opening Agreement 8
4. Client Acceptance Policy 9
5. Commencement of the Account Opening Agreement 10
6. Client Categorization 10
7. Capacity 10
8. Assurances and Guarantees 11
9. Services 11
10. Instructions 12
11. Recording of Telephone Calls 14
12. Client Funds 14
13. Company's Spreads and Conditions 15
14. Leverage 17
15. Archived account 17
16. Dormant Account 17
17. Margin Deposits, Collateral and Payment 18
18. Account Reporting and Trade Confirmation 19
19. Communication 19
20. Conflicts of Interest 20
21. Inducements 21
22. Business Introducer 21
23. Acknowledgements 22
24. Risks 23

25. Representations and Warranties 24
26. Indemnity and Limit of Liability 25
27. Prohibited Trading 26
28. Event of Default 27
29. Amendments 27
30. Information Disclosure 28
31. Advice and Provision of Information 28
32. Chargeback Policy 29
33. Force Majeure Event 30
34. Demo Accounts 31
35. Term 31
36. Termination 31
37. Miscellaneous Provisions 33
38. Tax Information 33
39. Governing Language 33
40. Governing Law and Jurisdiction 34

1. Introduction

1.1. **HUA AN TAI CHANG GLOBAL LIMITED** (hereinafter referred to as the 'Company'), is incorporated under the laws of The Autonomous Island of Anjouan, Union of Comoros with Registration number 15979 having its registered office at Hamchako, Mutsamudu, Autonomous Island of Anjouan Union of Comoros. The Company is holding The International Brokerage and Clearing House License and authorized to conduct all type of brokerage activities in accordance with the Government Notice No. 005 of 2005 (herein the "Law") regulated by the Anjouan Offshore Finance Authority.

1.2. The Account Opening Agreement (herein the "Agreement") sets out the terms and conditions for the provision of investment services under the International Business Companies Act 004 of 2005, by the Company to the Clients.

1.3. The objects and purposes of the Company is to offer different brokerage services for non-residents of the Autonomous republic of Anjouan; to carry on all or any of the business of the company and, without prejudice to the generality of the foregoing, to carry on, in conjunction with each other or as separate and distinct undertakings, all or any of the following businesses:

- providing direct consultations to investors on investments to clients, including issues concerning the price of securities, investment in securities, buying and selling of securities, as well as related foreign exchange transactions.
- consulting on securities issuance and money arising services.
- arranging and carrying out the distribution of the issuer's securities on a nonguaranteed basis.
- receiving and transmitting clients' orders in connection with securities, effecting transactions in securities for clients' accounts, with clients' funds.
- managing clients' investment portfolios and funds allocated for operations in securities.
- holding clients' investment funds and/or securities, providing safekeeping, custody and nominee services for securities.
- effecting transactions in securities for their own account with their own funds (proprietary trading).
- arranging and carrying out the distribution of the issuer's securities on a guaranteed basis.
- loaning securities to and borrowing securities from clients as well as using their own funds for the acquisition of securities for clients, engaging in short selling as defined in NBG regulations.
- Company services.
- Issuing of own deposit products.
- To provide loans and borrow funds (loan transactions).

- To carry out currency and exchange transactions.
- To hold assets, capital, precision metals, bonds, shares or another financial instrument for third parties.
- To accept cash deposits of any type (depositary transactions).
- Current Account to Corporate and Individual clients
- Fixed term deposit accounts.
- issuing Bank References and Certificates of Good Standing.
- To issue securities and credit cards processing.
- To provide guarantees of any type (guarantee business).
- Multi-Currency Accounts.
- Asset Management like products.
- Investment Consultancy Services.
- Financial Engineering (Private Banking and Wealth Management in combined product solutions)
- To act as intermediary in securities trading.
- To provide other permitted financial services.
- Forex trading.
- Forex Currency Exchange Operator (utility token and security token) CFD contract for difference.

2. Definitions and Interpretations

2.1. Terms stated below shall have the following meanings and may be used in the singular or plural as appropriate.

"**Account**" means a personalized account of the Client with the Company. The Client is allowed to have only 3 (three) accounts with the Company.

"**Account Detailed Report**" shall mean a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time.

"**Ask Price**" means the price at which the Company is willing to sell a CFD.

"**Archived**" means a trading account with no financial or trading activity and no pending orders for a set period of 60 (sixty) days as per Clause 14 of the Agreement.

"**Authorized Person**" means a person authorized by the Client under a power of attorney to give instructions to the Company in relation to the Account.

"**Balance**" means the sum of the Client Account after the last completed order and deposit/withdrawal operation made within any period of time.

"**Best Execution Policy**" means the Company's prevailing policy available at the Company's website regarding best execution when executing Client orders.

"Bid Price" means the price at which the Company is willing to buy a CFD.

"**Business Day**" means any day on which banks are open for business in the Autonomous Island of Anjouan.

"**Business Introducer**" means a person with whom the Company has entered into a contract with for introducing Clients to the Company.

"**CFD Contract or CFD**" means a contract which is a contact of difference by reference to fluctuations in the price of the relevant Underlying Asset.

"**Client**" means a natural or legal person, accepted by the Company as its Client to whom services will be provided by the Company under the Terms.

"**Collateral**" means any securities or other assets deposited with the Company's Execution venue.

"**Company**" means HUA AN TAI CHANG GLOBAL LIMITED is incorporated in The Autonomous Island of Anjouan as an International Broker Company with the registration number 15979.

"Company's Website" means www.hatcgroup.com or any other website that may be the Company's website from time to time.

"**Contract**" means any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instruments or property, including any derivative contracts such as options, futures, CFDs or other transactions related thereto, entered into by the Company and the Client.

"**Counterparties**" shall mean banks and/ or brokers through whom the Company may cover its transactions with Clients.

"**CRS**" means the Common Reporting Standard.

"**Durable Medium**" means any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored.

"**Equity**" equals (Balance + Floating Profit & Loss + Swap).

"**Event of Default**" shall have the meaning given to this term in Clause 28.

"Execution Venue" the counterparty for transactions and holder of the Clients securities or other assets deposited.

"**FATCA**" is the Foreign Account Tax Compliance Act which requires for foreign financial institutions to report on the foreign assets held by their U.S. account holders.

"Floating Profit/ Loss" shall mean the unrealized profit (loss) of open positions at current prices of the Underlying Assets.

"**Free Margin**" means the funds not used as guarantee to open positions, calculated as: Free Margin = Equity-Margin.

"**Margin**" means the necessary guarantee funds to open positions and maintain Open Positions, as determined in the Spreads and Conditions Schedule.

"**Margin Call**" when the Margin posted in the margin account is below the minimum margin requirement, the Company's Execution Venue issues a Margin Call and in this case the Client will have to either increase the Margin that he/ she has deposited, or to close out his/ her position(s). If the Client does not do any of the aforementioned, the Execution Venue shall have the right to close the positions of the Client.

"**Margin Level**" means the percentage of Equity to Margin ratio. It is calculated as: Margin Level = (Equity/Necessary Margin) x 100.

"**Market Maker**" means a dealer in securities or other assets who undertakes to buy or sell at specified prices at all time.

"**Market Rules**" means the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organization or market involved in the conclusion, execution or settlement of a Contract any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it.

"Open Positions" means any position/ transaction that has not been closed. For example, an open long position not covered by the opposite short position and vice versa.

"**Orders**" means any trading transactions executed on the Company's trading platforms by the Client.

"OTC" shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but "over the counter".

"**Principal**" means the individual person or the legal entity which is a party to a transaction.

"**Rebates**" refers to the percentage of the actual spread or commission charged to the account, depending on the account type and/or if assigned under an Affiliate.

"Security" means any securities or other assets deposited with the execution venue.

"**Services**" means the services to be provided by the Company to the Client

construed by these Terms. Services are inclusive of any dealing, order routing, advisory or other services which the Company provides from time to time to the Client by remote access via the Internet and which are subject to these Terms.

"Spread" means the difference between the Ask Price and the Bid Price;

"**Spreads and Conditions Schedule**" means the schedule of spreads, charges, margin, interest and other rates which at any time may be applicable to the Services as determined by the Company on a current basis. The Spreads and Conditions Schedule is available on the Company's Website and may be supplied to the Client on demand.

"Swap" shall mean the funds withdrawn or added to the Client's Account from rolling over (transfer) of an open position to the next day.

"**Terms**" mean these Terms of business governing all the actions that relate to the execution of your trades.

"Trade Confirmation" means a notification from the Company's trading platform to the Client confirming the Client's entry into a Contract.

"**Trading Account**" is an account opened by the Client under the Company for the sole purpose of trading. The Client can open up to 5 (five) trading accounts under the Company. The Trading Account is distinct from the Account of the Client held with the Company.

"**Trading Platform**" means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market related news as well as having a real-time revaluation of the open positions, through the Internet.

"Underlying Asset" means underlying asset is the financial instrument (e.g. stock, futures, commodity, currency, index) on which a derivative's price is based.

"In writing or written" means inclusive of electronic form.

2.2. If there is any conflict between this Agreement and relevant Market Rules, the Market Rules shall prevail.

2.3. Any reference in these Terms to a person shall include bodies' corporate, unincorporated associations, partnerships and individuals.

2.4. Any reference in these Terms to any enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such enactment (or under such a modification or re-enactment).

2.5. Any headings and notes used in these Terms are intended exclusively for convenience and shall not affect the content and interpretation of these Terms.

3. Scope of the Account Opening Agreement

3.1. The Company reserves the right, at its discretion, at any time to withdraw the whole

or any part of the Services on a temporary or permanent basis and the Client agrees that the Company will have no obligation to inform the Client of the reason.

3.2. The Agreement is non-negotiable and overrides any other agreements, arrangements, express or implied statements made by HUA AN TAI CHANG GLOBAL LIMITED unless the Company, in its sole discretion, determines that the context requires otherwise.

3.3. Under the provisions of the International Business Companies Act 004 of 2005 as an International Business Company, a distance contract is legally binding upon the contractors without the requirement of a signature. The Client hereby acknowledges that this Agreement and all of the terms and conditions thereof are legally binding upon him and breach of any of the terms and conditions of this Agreement shall give rise to possible legal actions, should out- of-court settlement does not prove of a sufficient settlement method of any matter arising out of or in connection with any term or condition of this Agreement.

3.4. The Client hereby acknowledges and agrees that:

- By completing and submitting the online Account Opening Agreement and clicking on the “Accept” button or similar buttons or links as may be designated by the Company on the Company’s Main Website(s) shows his approval of this Agreement;

- By continuing to access or use the Company’s Main Website(s).

4. Client Acceptance Policy

4.1. The Prospective Client acknowledges and understands that the Company is not obliged and/or required under any applicable laws or regulations to accept any Prospective Client as its Client. The Company has the right to decline and/or refuse to accept a Prospective Client as its Client, if it reasonably believes that the Prospective Client might pose a risk to the Company and/or if accepting such a Prospective Client shall be against the Company’s Client Acceptance Policy. It should be noted that the Company is under no obligation to provide any reason for not accepting a Prospective Client as its Client.

4.2. The Prospective Client must fill in and submit the online Account Opening Application Form found on the Company’s website and provide to the Company all the required identification documentation. The Company shall then send a notice of acceptance to the Prospective Client confirming that he has been successfully accepted as a Client of the Company.

4.3. The Client acknowledges and understands that the Company has the right to refuse to activate an account and/or shall not accept any money from any Prospective Client until all documentation requested has been provided to the Company, which has been properly and fully completed by the Prospective Client. The Prospective Client shall not yet be considered as a Client of the Company if all internal Company checks, including without limitation to anti- money laundering checks and the appropriateness tests have not been duly satisfied. The Client acknowledges and understands that the Company may request additional due diligence documents for further clarification.

4.4. The Company has the right to request for additional documentation and/or information from the Client at any time throughout the term of this Agreement and/or the business relationship with the Client. Should the Client not provide such additional documentation and/or information the Company may at its own discretion terminate its business relationship with the Client in accordance with Clause 36 of the Agreement.

4.5. The Company has the right to close any Account opened by a Prospective Client which has not been approved by the Company and which has been pending for approval for a set period of 3 (three) months.

5. Commencement of the Account Opening Agreement

The Commencement Date of the Agreement shall be the date the Prospective Client receives the notice that he has been accepted as a Client of the Company and which contains the trading account number and login details.

6. Client Categorization

6.1. The Company attaches different levels of regulatory protection to each category and hence to Clients within each category. In particular, Retail Clients are afforded the most regulatory protection; Professional Clients and ECPs are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk and are thus afforded fewer regulatory protections.

6.2. The Company offers its Clients the possibility to request re-categorization and thus to increase or decrease the level of regulatory protections afforded. Where a Client requests a different categorization (either on an overall level or on a product level), the Client needs to meet certain specified quantitative and qualitative criteria.

6.3. On the basis of the Client's request, the Company undertakes an adequate assessment of the expertise, experience and knowledge of the Client to give reasonable assurance, in the light of the nature of transactions or services envisaged that the Client is capable of making his/ her own investment decisions and understanding the risks involved. However, if the above- mentioned criteria are not met, the Company reserves the right to choose whether to provide services under the requested categorization.

7. Capacity

7.1. The Parties are entering into this Agreement as principal to principal. For the avoidance of any doubt, in relation to individual Orders for CFD transactions the Company shall not execute such Orders against its Client as a principal to principal, but shall transmit or arrange for the execution of such Orders acting in behalf of its Client with a third party (Execution Venue).

7.2. The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received.

7.3. Even if the Client identifies a legal or natural person ('The third party') who is responsible for acting on the Client's behalf, through a power of attorney, the

Company is not accepting the third party as a Client, unless specifically agreed otherwise. As a result, no information shall be disclosed to the third party in relation to the Client and/ or the Clients trading activity. However, the third party can give instructions to the company on the Client's behalf.

8. Assurances and Guarantees

The Client assures and guarantees that:

8.1. The funds deposited with the Company, belong to the Client and are free of any lien, charge, pledge or other impediment

8.2. The funds are not direct or indirect proceeds of any illegal act or omission or product of any illegal activity and

8.3. Acts for himself/ herself and is not a representative or trustee of a third person, unless he/ she produces to the satisfaction of the Company document(s) to the contrary.

8.4. The Client guarantees the authenticity and validity of any document sent to the Company during the account opening process and the life of the account.

9. Services

9.1. Under these Terms, the Client may enter into transactions with the Execution Venue in the following financial instruments:

- CFD on currencies, precious metals, financial indices, future contracts and any other trading tools.
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments, financial indices or financial measures which may be settled physically or in cash.
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event)
- Options, futures, swaps, and other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market and/ or an MTF.
- Options, futures, swaps, forwards and any other derivative contracts relating to commodities that can be physically settled not otherwise mentioned in point (d) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular margin calls.
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or

may be settled in cash at the option of one of the parties (otherwise that by reason of a default or other termination event), as well as any other derivative contracts relating to assess, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular margin calls.

- Such other investments instruments agreed upon with the Company and allowed under the Company's The Autonomous Island of Anjouan Investment Firm License.

9.2. Orders may be placed as market Orders to buy or sell as soon as possible at the price obtainable in the market, or on selected products as limit and stop Orders to trade when the price reaches a predefined level. Limit Orders to buy and stop orders to sell must be placed below the current market price, and limit Orders to sell and stop Orders to buy must be placed above the current market price. If the bid price for sell Orders or ask price for buy Orders is reached, the Order will be filled as soon as possible at the price obtainable in the market. Limit and stop Orders are executed consistent with the Company's Best Execution Policy and are not guaranteed executable at the specified price or amount, unless explicitly stated by the Company for the specific Order.

9.3. The Client will, unless otherwise agreed in writing, enter into Contracts as Principal with the Execution Venue. If the Client acts on behalf of a Principal, whether or not the Client identifies that Principal to the Company, the Company shall not be obliged to accept the said Principal as the Client, and consequently shall be entitled to accept the Client as Principal in relation to the Contract.

9.4. The Prospective Client hereby acknowledges and agrees that any of the following actions show his approval of the Agreement:

- Completing and submitting the online Account Opening Agreement and clicking on the "I Accept" button or similar buttons or links as may be designated by the Company on the Company's Main Website(s); and/or

- Continuing to access or use the Company's Main Website(s).

10. Instructions

10.1. The Client may give the Company oral or written instructions (which shall include instructions provided via the internet or by email as described below). The Company shall acknowledge the reception of the instructions orally or in writing, as appropriate.

10.2. The Client shall notify the Company of the identity of any persons authorized to give instructions to the Company on behalf of the Client. Any such notice shall be in writing and shall set out the names and specimen signatures of the person or persons to be authorized. Any such authority may be revoked by notice in writing by the Client but shall only be effective upon written confirmation by the Company of the Company's receipt of notice of revocation. The Company shall not be liable for any loss, direct or indirect, resulting from the Client's failure to notify it of such revocation.

10.3. The Company shall be entitled to act upon the oral or written instructions to any person so authorized or any person who appears to the Company to be an Authorized Person, notwithstanding that the person is not, in fact, so authorized.

10.4. Once an instruction has been given by or on behalf of the Client, it cannot be rescinded, withdrawn or amended without the Company's express consent. The Company may at its absolute discretion refuse any dealing instruction given by or on behalf of the Client without giving any reason or being liable for any loss occasioned thereby.

10.5. The Client shall promptly give any instructions to the Company, which the Company may require of the Client. If the Client does not provide such instructions promptly, the Company may, in its absolute discretion, take such steps at the Client's cost, as the Company considers appropriate for its own protection or for protection of the Client. This provision is similarly applicable in situations when the Company is unable to obtain contact of with the Client.

10.6. The Company shall not be liable for any loss, expense, cost or liability suffered or incurred by the Client as a result of instructions being given, or any other communications being made, via the Internet. The Client will be solely responsible for all orders, and for the accuracy of all information, sent via the Internet using the Client's name or personal identification number. The Company will not execute an order until it has confirmed the order to the Client and transmission of an order shall not give rise to a binding Contract between the Execution Venue and the Client.

10.7. If the Company does not receive instructions from the Client to settle any open Contracts by the close of the Business Day, the Company is hereby authorized (but not obliged) to transfer all said Contracts to the next business date traded (Rollover).

10.8. The Company may (but shall not in any circumstances be obliged) require confirmation in such form as the Company may reasonably request if an instruction appears to the Company that such confirmation is necessary or desirable; or such instruction is to close an Account or remit money due to the Client.

10.9. In general, the Company shall act according to instructions as soon as practically possible and shall, as far as trading instructions are concerned, act in accordance with the Company's Best Execution Policy. If, after instructions are received, the Company believes that it is not reasonably practicable to act upon such instructions within a reasonable time, the Company may defer acting upon those instructions until it is, in the Company's reasonable opinion, practicable to do so or notify the Client that the Company is refusing to act upon such instructions. The Company shall not be liable for any losses resulting from such deferral or refusal.

10.10. The Company is, in accordance with its Best Execution Policy, entitled to aggregate the Client's orders with the bank's own orders, orders of any of the Company's associates and/ or persons connected with the Company including employees and other Clients.

10.11. Furthermore, the Company may split the Client's orders when executing these. The orders will only be aggregated or split if the Company reasonably believes it to be in the best interest of the Client. On some occasions, aggregation and split of the Client's order may result in the Client obtaining a less favourable price than if the Client's orders had been executed respectively separately or mutually.

10.12. The Client agrees that the Company may record all telephone conversations, internet conversations (chat), and meetings between the Client and the Company and use such recordings, or transcripts from such recordings, as evidence in any dispute or

anticipated dispute between the parties. However, technical reasons may prevent the Company from recording a conversation, and recordings or transcripts made by the Company will be destroyed in accordance with the Company's normal practice. Consequently, the Client should not rely on such recordings to be available.

10.13. If the Client operates several Accounts (or sub-accounts) and opposite positions are opened on different Accounts (or sub-accounts), the Company shall not close out such positions. The Client is specifically made aware that unless closed manually, all such positions may be rolled over on a continuous basis and thereby consequently all incur a cost for such roll-over.

11. Recording of Telephone Calls

11.1. The content of any telephone call ('The telephone record') between the Client and the company may be recorded and saves as a magnetic or electronic record. The Client agrees that the company has the right to use the telephone records as it deems necessary, including but not limited to instances when a dispute arises between the Client and the company.

11.2. All instructions received from the Client during a telephone call, in relation to trading financial instruments shall be conclusive and binding.

11.3. The company may provide copies of such recordings of telephone calls to a regulatory authority of a competent authority without informing the Client.

12. Client Funds

12.1. All amounts handed over by the Client to the Execution Venue, for the provision of Investment Services as in Clause 9 above, shall be held in an omnibus account named as Client Account together with money of other Clients, but not with company money, and/ or in the name of the Execution Venue on behalf of the Client in an account with an authorized credit institution or a bank or any electronic payment providers/processors which the Company shall specify from time to time ("the 'Bank Account") and separately from any accounts used to hold funds belonging to the Execution Venue. The Company will not be liable for any failure or insolvency of any bank or third party; however, applicable investor compensation or deposit protection schemes may protect a proportion of Client Funds with any bank or third party.

12.2. Unless the Client notifies the Execution Venue in writing or otherwise, the Execution Venue may allow a third party, such as an exchange, a clearing house or an intermediate broker to hold all control Client Funds where the Execution Venue transfers the Client Funds (a) for the purposes of a transaction for the Client through or with that person; or (b) to meet Clients obligations to provide collateral for a transaction (e.g. an initial margin requirement for a derivative transaction).

12.3. The Client authorizes the Execution Venue to make any deposits and withdrawals from the Client's Account on his/ her behalf including, without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken under the Terms and all amounts which are payable by or on behalf of the Client to the Execution Venue or any other person.

12.4. Unless the Parties otherwise agree, in writing, any amount payable by the Execution Venue to the Client, shall be paid directly to the Client.

12.5. The Execution Venue may at its discretion from time to time and without Client's authorization set off any amounts held on Client's behalf against the Client's obligation to the Execution Venue and/ or merge any Accounts of the Client with the Execution Venue.

12.6. The Client has the right to withdraw the funds which are not used for margin covering, free from any obligations (Free Margin) from his/ her Account without closing the said Account.

12.7. Money transfer request (withdrawal from Trading Account) is processed within three Business Days after receiving from the Client transfer request instructions. Then the transferring amount reduces the balance of the Client's Trading Account when the transfer request process is concluded. The Execution Venue & the Company reserves the right to decline a withdrawal request if the request is not in accordance with Clause 12.10 below, or delay the processing of the request if not satisfied on full documentation of the Client.

12.8. The Client agrees to pay any incurred bank transfer fees when withdrawing funds from the Client's Account to his/ her designated bank account. The Client is fully responsible for payments details, given to the Execution Venue and the Company and the Company accepts no responsibility for the Client's funds, if the details given by the Client are wrong. It is also understood that the Execution Venue accepts no responsibility for any funds not deposited directly into the Execution Venue's bank accounts.

12.9. The Client agrees that any amounts sent by the Client or on the Client's behalf in the bank account of the Execution Venue will be deposited to the Client's Account at the value date of the payment received and net of any charges/ fees charged by the bank account providers or any other intermediary involved in such transaction process. The Company must be satisfied that the sender is the Client or an authorized representative of the Client before making any amount available to the Client's Account, otherwise the Company reserves the right to refund/ send back the net amount received to the remitter by the same method as received.

12.10. Withdrawals should be made using the same method used by the Client to fund his/ her Account and to the same remitter. The Company reserves the right to decline a withdrawal with specific payment method and suggest another payment method where the Client needs to proceed with a new withdrawal request, or request further documentation while processing the withdrawal request. If the Company is not satisfied with any documentation provided by the Client will reverse the withdrawal transaction and deposit the amount back to the Client's Account. More details on the circumstances which the Execution Venue might cancel a withdrawal request can be found on "Withdrawal Conditions" which is accessible via the Company's website.

12.11. The Client agrees to waive any of his rights to receive any interest earned in the money held in the Bank Accounts and consents that the Execution Venue will benefit for such an interest earned to cover registration/ general expenses/ charges/ fees and interest related to the administration and maintenance of the bank accounts. Such expenses will not be passed over to the Clients what so ever. However, the Execution Venue may at its discretion pay interest at a rate and basis of calculation as it determines.

13. Company's Spreads and Conditions

13.1. By accepting the Terms, the Client has read, understood and accepted the information under the Spreads and Conditions Schedule available on the Company's Website, in which all related spreads, charges, margin, interest and other rates are explained. The Company reserves the right to amend at discretion all such spreads, charges, margin, swaps and other rates and proper information on such amendments will be available on the Company's Website which the Client must review during the period the Client is dealing with the Company and especially before and after placing any orders to the Company.

13.2. The Company is entitled, but shall not in any circumstances be obliged, to convert:

13.3. any realized gains, losses, option premiums, commissions, interest charges and brokerage fees which arise in a currency other than the Client's base currency (i.e. the currency in which the Client's Account is denominated) to the Client's base currency;

13.4. any cash currency deposit to another cash currency deposit for the purpose of purchasing an asset de–nominated in a currency other than the Client's base currency;

13.5. any monies held by the Execution Venue for the Client into such other currency as the Company considers necessary or desirable to cover the Client's obligations and liabilities in that currency.

13.6. Whenever the Company conducts currency conversions, the Execution Venue will do so at such reasonable rate of exchange as the Execution Venue selects. The Company shall be entitled to add a mark–up to the exchange rates. The prevailing mark–up is defined in the Spreads and Conditions Schedule.

13.7. In addition, the Client shall be obliged to pay all applicable VAT and other taxes and all other fees incurred by the Company in connection with any Contract and/ or in connection with maintaining the Client relationship.

13.8. The Company may share commissions and charges with its associates, Business Introducers or other third parties or receive remuneration from them in respect of Contracts entered into by the Company. Details of any such remuneration or sharing arrangement will not be set out on the relevant Trade Confirmations. The Company (or any associate) may benefit from commission, mark–up, mark–down or any other remuneration where it acts for the Counterparty to a Contract.

13.9. The Company will upon reasonable request and to the extent possible disclose to the Client the amount of commission, mark–up, mark–down or any other remuneration paid by the Company to any Business Introducer or other third party.

13.10. In respect of any transactions to be effected OTC, the Company shall be entitled to quote prices at which the Execution Venue is prepared to trade with the Client. Save where the Company exercises any rights it may have under the Terms to close a Contract, it is the Client's responsibility to decide whether or not it wishes to enter into a Contract at such prices.

13.11. The Company may share Trading Rebate with its Clients, at its sole discretion and upon request of the Client. Trading Rebate is the percentage of the spread which is calculated based on the volume of trading transactions performed by the Clients and

are applied to the Client's trading account(s).

14. Leverage

14.1. A Client can change the leverage within his myHATC of each trading account up to five (5) times. For changing more than five (5) times the Client needs to send a request at cs@hatcgroup.com.The Company has the option at its own discretion to disable this option.

14.2. A Client can change the leverage on demo accounts as many times as he wants.

14.3. A Client has no restrictions to increase the leverage.

14.4. A Client is allowed to decrease the leverage in the following cases:

- If margin is zero;
- If margin is more than zero and the margin level is more than 100%.

15. Archived account

15.1. A trading Account shall be archived if the following occurs:

- No financial and/or trading activity and no pending orders for a set period of 60 (sixty) calendar days.

15.2. A Trading Account with no financial and/or trading activity for 60 (sixty) days shall be archived and any pending order older than 90 (ninety) days shall be deleted.

15.3. A Trading Account with no financial and/or trading activity for 60 (sixty) days and pending orders less than 90 (ninety) days, shall be archived when the said pending orders reach 90 (ninety) days and shall be deleted.

15.4. Remaining balance in the Trading Account which will be Archived, shall be transferred to the myHATC before the Trading Account is archived.

15.5. Any Trading Account can be classified by the Company as an Archived, regardless of the remaining balance of the Trading Account.

15.6. A Client can request to restore an Archived Account by sending an email at info@hatcgroup.com. An Archived Account is not considered as a terminated trading account, however any trading account may only be restored at the Company's discretion.

16. Dormant Account

16.1. An Account will be considered as a Dormant Account, if there is no financial or trading activity in the Account for a set period of 6 (six) months.

16.2. Dormant Accounts will be charged a monthly Dormant Fee of 5 USD (Five US Dollars) on the remaining balance of the Account until the balance is 0 (zero). The Dormant Fee is charged for the maintenance, administration and compliance management of such Dormant Accounts.

16.3. If the balance of the Account is less than 5 USD (Five US Dollars) the full remaining amount will be charged and the Company has the right to terminate the Account, upon a notice of termination to the Client.

16.4. There will be no charge if the balance in the Account is 0 (zero). The Company shall proceed with notifying the Client that his Account will be terminated with immediate effect. The Company undertakes to make good any valid claim against the released balances.

16.5. The Company reserve the right to charge the Dormant fee retroactively for any month in which the Company had the right to charge it but for technical reasons did not.

16.6. For any information regarding the closure of accounts, please contact the Company at info@hatcgroup.com.

17. Margin Deposits, Collateral and Payment

17.1. The Client shall pay to the Execution Venue on demand:

- Such sums of money by way of deposits or as initial or variation Margin as the Company may from time to time require;
- Such sums of money as may from time to time be due to the Execution Venue under a Contract and such sums as may be required in or towards clearance of any debit balance on any Account;
- Such sums of money as the Company may from time to time require as security for the Client's obligations to the Execution Venue; and
- Any amount necessary for maintaining a positive balance in any and all Accounts.

17.2. With the prior written consent of the Company on each occasion, the Client may deposit Security with the Execution Venue or provide the Execution Venue with a guarantee or indemnity from a person and in a form acceptable to the Execution Venue instead of cash for the purpose of complying with its obligations. The Client is made specifically aware that the Execution Venue at its reasonable discretion may determine the value by which Security shall be registered and consequently contribute to the Execution Venue's demand towards the Client and the Execution Venue may continuously change such value of Security without prior notice to the Client.

17.3. The Client shall promptly deliver any money or property deliverable by it under a Contract in accordance with the Terms of that Contract and with any instructions given by the Company for the purpose of enabling the Company to perform its obligations under any corresponding Contract entered into between the Company and a third party.

17.4. If the Client fails to provide any Margin, deposit or other payable amount in accordance with the Terms in respect of any transaction, the Company may close out any open Contract without prior notice to the Client and apply any proceeds thereof to payment of any amounts due to the Execution Venue.

17.5. In the event that a negative balance occurs in the Client's Trading Account due to Stop Out, the Company will make a relevant adjustment of the full negative amount so as to the Client not to suffer the loss.

17.6. The Company reserves the right to return the funds deposited by the Client with the Execution Venue, to the Client at any time with or without reasons.

17.7. In the event funds are incorrectly placed into your account and/ or withdrawn by you, the Company reserves the right to retrieve these funds either directly from the account in question or via any other accounts held by the account holder with the Company. In the event that there are open trades within the account the Company will contact the Client via email and inform the Client of the actions to remedy the situation and that any trades must be closed. Failure of the Client to comply could result in insufficient funds in the account to hold the positions that are open and could ultimately lead to the stopping out of the open positions. The Company will not be held liable for such events resulting in any loss direct or indirect to the Client.

18. Account Reporting and Trade Confirmation

18.1. The Company will make available to the Client a Trade Confirmation in respect of any transaction or Contract entered into by the Execution Venue with or for the Client and in respect of any open position closed by the Company for the Client. Trade Confirmations will normally be available instantly following the execution of the transaction through the Trading Platform.

18.2. An Account Detailed Report is available to the Client through the Trading Platform. The Account Detailed Report will normally be updated periodically during the Company's opening hours. By accepting the Terms, the Client agrees not to receive any Trade Confirmations or Account Detailed Reports in printed form from the Company other than upon specific request.

18.3. The Client must verify the contents of each document received from the Company. Such documents shall, in absence of manifest error, be conclusive unless the Client notifies the Company in writing to the contrary within three (3) Business Days of receiving such document.

18.4. The Client is obliged to verify the contents of each document, including documents sent in electronic form from the Company. Such documents shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within (3) Business Days after having received such document. In the event that the Client believes to have entered into a transaction or Contract, which should have produced a Trade Confirmation or otherwise a posting on the Client's Account, but the Client has not received such confirmation, the Client must inform the Company immediately when the Client ought to have received such confirmation. In the absence of such information the transaction or Contract may at the Company's reasonable discretion be deemed non–existent.

19. Communication

19.1. Communications may be made to the Client at such address, telephone, facsimile or email address notified from time to time to the Company for this purpose.

19.2. Unless otherwise agreed in writing, all communications shall be made in the English

language and shall be served by sending them by prepaid first class post, email or facsimile transmission or by delivering it by hand to the address for the time being of the addressee. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

19.3. Any notice/ communication sent to the Client by:

- post shall be deemed to have been served, in the case of service in The Autonomous Island of Anjouan 48 hours after dispatch and, in the case of service outside The Autonomous Island of Anjouan, seven (7) days after dispatch.
- facsimile shall be deemed to have been served at the time of receipt of a positive transmission notice by the sender.
- email shall be deemed to have been served when received at the destination site or the address advised by recipient to the sender to be its email address.

19.4. In proving service, it will be sufficient to prove,

- in the case or a letter, that it was properly stamped, addressed and placed in the post,
- in the case of a facsimile transmission, that it was fully dispatched to a current or facsimile number of the addressee and,

19.5. in the case of email, that the sender has received a valid message confirmation delivery.

19.6. The Client shall ensure that at all times the Company will be able to communicate with the Client or his appointed representative by telephone, facsimile or email.

19.7. Communications may be made to the Company at the address and telephone number notified to the Client for this purpose and shall be considered to have been duly made only upon their actual receipt by the Company.

19.8. The Client may alter his/ her communication details by written notice to the Company.

19.9. The Company may from time to time communicate with the Client by any of the means of communication mentioned in Clause 19.1 for providing any kind of information including but not limited to information on any new feature on its platform, for any updates on the Company's website, for the provision of information on new products and/or new promotions and bonuses schemes and/or anything that in the Company's opinion might be of interest and assistance to its Clients. The Client consents and agrees to receive any of the information which the Company wishes to make available to the Client.

20. Conflicts of Interest

The Company, its associates or other persons or companies connected with the Company may have an interest, relationship or arrangement that is material in relation to any transaction or Contract affected or advice provided by the Company,

under the Terms. By accepting these Terms and the Company's Conflict of Interest Policy (which distinctly describes the general character and/ or background of any conflict of interest) the Client agrees that the Company may transact such business without prior reference to any potential specific conflict of interest.

21. Inducements

The Company may pay and/or receive fees/commission to/from third-parties, provided that these benefits are designed to enhance the quality of the offers services to the Client and they not impair compliance with the Company's duty to act in the best interests of the Client.

22. Business Introducer

22.1. The Client may have been recommended by a Business Introducer. Based on a written agreement with the Company, the Business Introducer will be paid with a fee / commission.

22.2. The Business Introducer or other third parties will be paid with a fee/commission based on a written agreement with the Company. This fee/commission is related to the volume of trading transactions performed by and the number of referred Clients to the Company. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commissions or any other remuneration paid to the Business Introducer, or other third parties.

22.3. The Client acknowledges and understands that in circumstances of a Client being introduced to the Company through an Introducer higher spread may be applied as mark-up, as indicated in Company's website. Note that fees/commissions to the Introducers may be paid by the Company even if mark ups are not existent. If the Client does not consent to this, the Company shall not apply the mark-up or mark-down to any of the applicable accounts and the Introducer will be remunerated based on the terms of the standard Introducer's Agreement offered by the Company.

22.4. By accepting this Agreement, the Client confirms that he/ she is also aware that commissions based on the Client's traded volume may be paid to the Business Introducer.

22.5. The Introducer has the option to share a percentage of the remuneration he receives from the Company, based on the Introducer and/or Complementary Agreement he has in place with the Company, with any Client he has referred to the Company, through the Company's Rebate system. The Introducer has the option to change the percentage of Introducer Rebate he is willing to share with a Client at any given time, without his prior consent. It is understood that the Introducer and the Client do not maintain any form of relationship, when the referred Client has already concluded an agreement with the Company.

22.6. Introducer Rebates apply only to Clients of the Company who have been introduced to the Company by Affiliates and can be applied to any trading account that the referred Client has opened with the Company.

22.7. Introducer Rebates is the percentage of the Introducer commission which is calculated based on the volume of trading transactions performed by the referred Clients and are applied to the Client's trading account(s). The Clients can be informed

on which of their trading accounts are subject to Introducer Rebates through their myHATC area.

22.8. The Introducer has the option to fund the trading account of the referred Client either automatically or manually. The Client's account can be credited with the Introducer Rebate amount every day at midnight server time, given that the Rebate generated amount has exceeded 5USD.

22.9. If the Client and/or the Introducer wishes to receive a detailed statement of the amount of rebates received upon the closure of a trade, he must send an email to the Company at info@hatcgroup.com.

22.10. The Client acknowledges that Introducer Rebates are discretionary and the Company reserves the right to terminate this offer at any time.

22.11. The Client acknowledges and confirms that:

- the Company does not bear responsibility for whatever agreements are reached between the Client and the Business Introducer.
- his/ her agreement with the Business Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Business Introducer.
- the Business Introducer is authorized to have "View Only" access to one or more terminals, including terminal access through internet browser, to electronically monitor the activities of Clients' Accounts introduced by the Business Introducer to the Company.

22.12. The Client acknowledges that the Business Introducer is not a representative of the Company nor is he authorized to provide any guarantees or any promises with respect to the Company or its services.

22.13. The Client acknowledges and understands that the Business Introducer is not allowed to offer the service of Investment Advice.

23. Acknowledgements

23.1. The Client acknowledges that he has read, understood and accepted the present Agreement, and all other legal documentation available on the Company's website (the Terms of Business, the Privacy Policy, the General Risk Disclosure, the Client Categorization Policy, the Complaint Handling, the Order Execution Policy, the Risk Disclosures for Financial Instruments and the Summary of Conflicts of Interest Policy as amended from time to time). The Company shall notify the Client of any changes in the legal documentation of the Company and the Client shall be solely responsible for making himself familiarized with such changes.

23.2. The Client further acknowledges and understands that:

- the Company's relationship with him will be governed by the Terms and conditions of this Agreement and the Terms of Business available at the Company's website as amended from time to time;
- the Company has the right to archive any trading account if the Client does not

perform any trading or financial transaction for a period of 90 (ninety) calendar days, regardless of the balance amount. If there is insufficient balance to support pending orders at the time of archiving, the pending orders will be deleted. The said archived trading account can be reinstated with the same conditions upon request to info@hatcgroup.com. An archived account is not considered as a terminated account; however, any trading account may only be restored at the Company's discretion;

- that any market recommendation and any information communicated by the Company does not constitute an offer to buy or sell or the solicitation of an offer to buy or sell a Contract and that such recommendation and information, although based upon information from sources believed by the Company to be reliable, may be based solely on a vendor's opinion (such as a third-party market analysis provider) and that such information may be incomplete and may be unverified and unverifiable. The Company makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to the Client;

- the Company reserves the right to change the specification of a Trading Account and publish any changes made to a specific trading account type on the relevant page of its Website;

- that the Company's official language is the English Language.

24. Risks

24.1. The Client acknowledges, recognizes and understands that trading and investments in leveraged as well as non–leveraged Contracts is:

- highly speculative;

- may involve an extreme degree of risk; and

- is appropriate only for persons who, if they trade on margin, can assume risk of loss in excess of their margin deposit.

An example of a leveraged product is a CFD on Forex with a leverage of higher than 1:1. Clients may choose a leverage of 1:1 which makes the Contract non-leveraged.

24.2. The Client acknowledges, recognizes and understands that:

- because of the low margin normally required in margined transactions, price changes in the underlying asset may result in significant losses, which losses may substantially exceed the Client's investment and margin deposit;

- certain market conditions may make it difficult or impossible to execute orders at a stipulated price;

- when the Client directs the Company to enter into any transaction, any profit or loss arising as a result of a fluctuation in the value of the asset or the underlying asset will be entirely for the Client's account and risk;

- the Company will never provide any trading advice to the Client. Therefore, the Client agrees not to hold the Company responsible for losses incurred as a

consequence of following the Company's recommendations or suggestions or those of its employees, associates or representatives, unless the Company has exercised gross negligence in connection herewith;

- the Company shall not conduct any continuous monitoring of the transactions already entered into by the Client. Thus, the Company cannot be held responsible for the transactions developing differently from what the Client might have presupposed and/ or to the disadvantage of the Client;

- guarantees of profit or freedom from loss are impossible in investment trading;

- he/ she has received no such guarantees or similar representations from the Company, from a Business Introducer, or representatives hereof or any other entity with whom the Client is conducting a Company account.

- the Company shall not provide any advice to the Client on any tax issues related to any Services. The Client is advised to obtain individual independent counsel from its financial advisor, auditor or legal counsel with respect to tax implications of the respective Services.

- The Client further acknowledges, recognizes and understands that many Contracts will be effected subject and in accordance with Market Rules. In particular, the Client acknowledges that Market Rules usually contain far-reaching powers in an emergency or otherwise undesirable situation and agrees that if any exchange or clearing house takes any action which affects a contract then the Company may take any action which it, in its discretion, considers desirable in the interests of the customer and/ or the Company. The Company shall not be liable for any loss suffered by the Client as a result of the acts or omissions of any exchange or clearing house or any action reasonably taken by the Company as a result of such acts or omission unless the Company has exercised gross negligence in connection hereby.

25. Representations and Warranties

25.1. The Client represents and warrants that:

- He does not have any legal disability with respect to, and is not subject to any law or regulation which prevents its performance of the Terms or any transaction contemplated by the Terms;

- He has obtained all necessary consents and has the authority to operate to according the Agreement (and if the Client is a company, it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organizational documents);

- sums, investments or other assets supplied by the Client for any purpose, subject to the Agreement, at all times be free from any charge, lien, pledge or encumbrance and shall be beneficially owned by the Client;

- He is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements; and

- the information provided by the Client to the Company is complete, accurate and

under no circumstances is misleading and the documents handed over by the Client are valid and authentic;

- the Client has read and fully understood the terms of the Agreement;
- the Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;
- the Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorized to do so;
- all actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
- the Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- the Client has chosen the particular type of service and financial instrument, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- the Client has declared in the Account Opening Application Form if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person;
- there are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion.

25.2. The Client represents and warrants that the above representations and warranties shall be applied for any future instructions and/or transactions provided by the Client for the duration of his business relationship with the Company.

26. Indemnity and Limit of Liability

26.1. The Client shall indemnify the Company and keep the Company indemnified at all times against all losses, expenses, costs and liabilities of any kind or nature which may be suffered or incurred by the Company:

- As a direct or indirect result of any failure of the Client to perform any of his obligations under this Agreement; and/or
- In relation to any instruction given to the Company by an authorized representative of the Client; and/or
- In relation to any instruction, which appears to the Company to be given by an authorized representative of the Client; and/or
- Where the Client and/or the authorized representative of the Client and/or any

person which appears to the Company to be an authorized representative of the Company, has provided false and/or misleading information for any transaction.

26.2. This Indemnity shall survive the termination of this Agreement.

26.3. The Company shall not be liable for:

- any loss, expense, cost or liability of any kind or nature suffered or incurred by the Client unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Company's gross negligence and/or fraud on behalf of the Company and/or the intended failure of the Company's obligations under this Agreement; and/or
- any acts or omissions of an authorized representative or a person which appears to the Company to be an authorized representative of the Client which provides the Company with false and/or misleading information of the Client's instructions unless such acts or omissions were the result of the Company's gross negligence and/or fraud on behalf of the Company; and/or
- any loss of opportunity that results in reduction in the values of the Client's transactions, regardless of the cause of such reduction, except to the extent that the reduction occurred as a direct consequence of the Company's deliberate actions or omissions.
- any loss caused by actions of the Company, within the limits of realization of its rights, stipulated in these Terms;
- any loss or expense incurred by the Client in connection with any error and/or failure and/or delay in the operation of the Trading Platform.

27. Prohibited Trading

The Client is not allowed to enter into any form of prohibited trading i.e. certain trading techniques commonly known as "arbitrage trading", "picking/ sniping" or the use of certain automated trading systems or "Expert Advisors"; and/or follow an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts. The Client agrees and acknowledges that if the Company considers that the Client has been acting in any of the manners described above; the Company may at its sole discretion and without prior notice to the Client, take one or more, or any portion of, the following actions:

- close the Client's account;
- suspend the Client's account for an indefinite period of time;
- carry out an investigation on the Client's account for an indefinite period of time;
- charge a penalty fee to the Client in the same or greater amount of money that resulted from the Client using such techniques; or
- close the account, confiscate any profits that arose from prohibited trading

techniques and return the original deposit(s) to the account holder. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the Client's related accounts in order to make up for the difference.

28. Event of Default

28.1. Each of the following constitutes an 'Event of Default':

- The Client has failed to make any payment to the Company in accordance with the terms and conditions under the Agreement;
- The Client has failed to perform any of his obligations to the Company under the Agreement;
- If the Client is a natural person, his death or incapacity;
- The initiation of proceedings for bankruptcy (in case of a natural person) or the winding up (in case of a legal entity) by a third party or the appointment of an administrator or receiver in respect of the Clients' assets (either a natural or legal person);
- Where the Client has entered into any arrangements and/or compositions with his Creditors;
- If the Clients becomes unable to pay any of his debts due and payable to the Company;
- Where any representation and/or warranty made by the Client to the Company under this Agreement becomes untrue;

28.2. In an Event of Default the Company has the right to either:

- Immediately demand any amount due and terminate the Agreement without prior notice to the Client; and/or
- Close or partly close all or any of your open trades at a closing level based on the market price at the time of closure; and/or
- Close all or any of the Accounts of the Client held with the Company of whatever nature and refuse to enter into further dealings with the Client; and/or
- Cancel any of its obligations to continue providing any of its Services to the Client without prior notice.

29. Amendments

The Company reserves the right to amend these Terms at any time by written notice to the Client. Such changes will become effective on the date specified in the notice, which will be at least one week after the Client is notified by a message posted on the 'Company News' section within www.hatcgroup.com, by email or any other appropriate means, unless any relevant law, regulation, rule or action of any applicable government or regulator requires otherwise.

30. Information Disclosure

The Company shall maintain all information received by the Client confidential. The Client acknowledges that such information shall be disclosed to the Company's employees, affiliates, consultants and advisors who are required to know such information for the purpose of this Agreement and/or to any parties either in the Republic of The Autonomous Island of Anjouan or outside of it to facilitate the transfer of funds from the Client's credit card and who shall maintain that the confidentiality of such information. The Client acknowledges and agrees that the Company may disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable Market Rules, without prior notice to the Client.

31. Advice and Provision of Information

31.1. The Company will not advise the Client about the merits of a particular Transaction or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in CFDs or the Underlying Markets. The Client alone will enter into Transactions and take relevant decisions based on his own judgment. In asking the Company to enter into any Transaction, the Client represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the Transaction. He represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any Transaction. The Company gives no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client.

31.2. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities. Tax laws are subject to change from time to time.

31.3. The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or the Platform or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so:

- the Company will not be responsible for such information;
- the Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction;
- this information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
- if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons.
- the Client accepts that prior to dispatch, the Company may have acted upon it

itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other Clients.

31.4. It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

32. Chargeback Policy

32.1. The Client shall have the right to file a complaint for a belief that a fraudulent transaction was committed. The Company shall then conduct an investigation to determine whether the alleged transaction was fraudulent. The Client acknowledges that the Company reserves the right to charge the Client a "150 USD research fee" in order to conclude the investigation.

32.2. The Company will not accept any form of fraud including but not limited to credit card fraud. The Company shall conduct full investigations and pursue all the losses it might incur under the law. The Company will conduct court proceedings and will claim any losses incurred covering all business, legal fees, research costs, human resource and loss of income.

32.3. The Company maintains systems which monitor fraudulent activities. Any transactions detected are immediately cancelled along with any orders associated with the transaction. The Company maintains a database of black listed users which are banned from trading.

32.4. The Company shall regard any chargeback as fraudulent if the Client fails and/or neglects to assist the Company in resolving any issues associated with a specific deposit. All unnecessary chargebacks produce unnecessary costs for the Company and therefore the Company shall take the following measures:

- When the Company detects suspicious activity regarding a deposit the respective deposit will be placed as 'Pending' and fraud detection checks will be performed during this time. Access to the Client's account will be temporarily prohibited in order to reduce the Client's exposure to risk.

- All reviews are generally completed within four (4) to six (6) hours; however, deposits posing a potentially higher risk of fraud might require more time as more extensive fraud detection checks will be performed by the Compliance Department of the Company. As a back-up precaution, the Company may also make direct contact with the Client. The deposit will be immediately cancelled and the funds will be refunded to the credit card in the case that the deposit is determined to be high-risk or does not comply with our Fraud and Security policies. The Company reserves the right to close any and/or all Client accounts with the Company. Any active orders will be cancelled immediately if associated with the same fraudulent credit card and/ or account.

- Unsuccessful chargebacks shall receive a total fee of 300 USD i.e. the 150 USD research fee and an additional 150 USD administrative processing fee' which must be reimbursed to the Company. Under the terms and conditions of this Agreement, the Client hereby agrees and gives permission to the Company to proceed with any charges on the Client's credit card; if these charges are in anyway disputed, the Company reserves the right to take any legal action

necessary in order to recover any losses associated with these claims.

- Inconclusive charge backs made against the Company will be passed to a third-party agency for collection and the appropriate credit bureaus will be informed of the actions of the Client. The Client faces a risk of his credit rating being affected for a minimum period of 7 (seven) years. In these circumstances the Company shall not negotiate a settlement of the debt and shall request a full payment. The Company will inform the local Police Department where the Client is resident and shall request all necessary actions to be taken under the applicable law of the country of residence of the Client. The Company reserves the right to block online trading facility of the Client and terminate his account without prior notice. The Client acknowledges that in such circumstances any profits or revenues may be seized and the Company reserves the right to inform any third party. The Company is continuously developing tools to monitor any fraudulent activity. The Company shall deal with cases of fraudulent activity as it thinks fit and the decisions taken shall be final, non-negotiable and irreversible.

- The Company reserves the right to deduct the disputed amount until any form of investigation conducted by the Company is completed.

32.5. Due to the high risks entailed with the crime of fraud the Company considers that more serious measures shall be taken. All IP addresses are closely monitored by the Company and any fraudulent charge backs will be fully investigated and appropriate measures shall be taken.

33. Force Majeure Event

33.1. The Company shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under these Terms where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, non–availability of the Company's Website e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock–outs, boycotts, or blockades, notwithstanding that the Company is a party to the conflict and including cases where only part of the Company's functions are affected by such events.

33.2. The Company, in its reasonable opinion, determines that a force majeure even occurred; under such circumstances the Company shall take all reasonable steps in order to inform the Client.

33.3. A force majeure even is an event or circumstance, including but not limited to any natural, technological, political, governmental, social, economic or similar event or circumstance that occurred after a transaction in a financial instrument occurred and such event or circumstance has not been anticipated at the date of entering into the transaction. In addition to the above, a force majeure event may include instances of illegitimate actions against the Company's servers that maybe outside the control of with the Client or the Company.

33.4. If the Company determines that a force majeure event occurred, without prejudice to any other rights of the Client under the account opening agreement, the company may:

- Increase margin requirements and/ or
- increase spreads and/ or
- decrease leverage and/ or (Leverage is a ratio of amount used in a transaction to the required deposit)
- close out, in good faith, any open positions at a price that the Company considers reasonable and/ or
- request amendments to any closed positions and/ or
- suspend the provision of the Services to the Client and/ or
- amend any of the content of the Agreement on the basis that it is impossible for the company to comply with it.
- suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them and /or
- take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other Clients.

34. Demo Accounts

34.1. Demo Accounts is a type of 'virtual account' designed to closely simulate a real trading environment based on actual market conditions. This type of account is offered by the Company to the Clients and/or Prospective Clients, in order for them to test their trading skills prior to opening a live trading account.

34.2. It should be noted that inactive Demo Accounts are automatically deleted within 29 (twenty- nine) days of inactivity without prior notice of termination to the Clients and/or Prospective Clients.

35. Term

This Agreement shall come into force on the Commencement Date of this Agreement and shall remain in full force and effect until it is terminated by either Party in accordance with Clause 36 of this Agreement.

36. Termination

36.1. The Client relationship shall remain in force until terminated.

36.2. Either party has the right to terminate cooperation immediately by giving written notice to the other. Termination will not affect any accrued rights. The Company will provide the notice to the Client either by phone or email (or both).

36.3. The Company may terminate this Agreement with immediate effect without notice in an event of Default of the Client.

36.4. In case the Client involves the Company directly or indirectly in any type of fraud, the Company reserves the right to reverse all previous transactions which place the Company's interest and/ or any of its Clients interest at risk before terminating cooperation with the respective Client. The Company will use its best judgment to determine the existence of fraud.

36.5. Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/ withdrawal operations made there under.

36.6. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (without limitation):

- all outstanding Costs and any other amounts payable to the Company;
- any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
- any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
- any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- any damages which arose during the arrangement or settlement of pending obligations.

36.7. Once notice of termination of this Agreement is sent or upon termination (when a notice is not required) the following will apply:

- the Client will have an obligation close all his open positions. If he fails to do so, upon termination, the Company will close any open positions;
- the Company will be entitled to cease to grant the Client access to the Platform or may limit the functionalities the Client is allowed to use on the Platform;
- the Company will be entitled to refuse to open new positions for the Client;
- the Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/ or pay any pending obligations of the Client under the Agreement.

36.8. Upon Termination:

- the Company reserves the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances;
- the Company reserves the right to close the Client Account(s);
- the Company reserves the right to convert any currency;

- the Company may close out all or any of the Client's Open Positions at current Quotes;

- if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee and/ or any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's Instructions to the Client.

37. Miscellaneous Provisions

37.1. If at any time, any provision of the Terms is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Terms under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

37.2. No delay or omission on the part of the Company in exercising any right, power or remedy provided by law or these Terms, or partial of defective exercise thereof, shall:

- Impair or prevent further or other exercise of such right, power or remedy; or

- Operate as a waiver of such right, power or remedy.

37.3. No waiver of any breach of any term under these Terms shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach.

37.4. The Client is not entitled to assign and or transfer any of its rights or delegate any of the Client's obligations under the Terms to any person, whereas the Company may assign its rights or delegate its obligations to any publicly regulated financial institution.

37.5. If the Company effects a transaction with or for the Client this shall not be taken to mean that the Company recommends or concurs on the merits of the transaction or that the transaction is suitable for the Client.

38. Tax Information

38.1. The Client acknowledges that the Company shall have the right to request any information and/or documentation required for the purposes of FATCA and CRS and the Client confirms and agrees that he shall disclose such information to the Company immediately.

38.2. By accepting these Terms and Conditions, the Client consents that the Company can provide, directly or indirectly, to any relevant tax authorities or any party authorized to audit or conduct a similar control of the Company for tax purposes information obtained from the Client or otherwise in connection with the Agreement and the Transactions and to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant to his Account.

39. Governing Language

This Agreement as well as any additional agreement hereto (both present and future) are made in English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions of English shall prevail.

40. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the Laws of the the Autonomous Island of Anjouan.

Version: 2025/04

简介

1. **HUA AN TAI CHANG GLOBAL LIMITED**（以下简称"公司"）依据昂儒昂自治岛法律注册成立，注册号为 15979，注册地址为昂儒昂自治岛穆察穆杜市哈姆查科区。公司持有国际经纪与清算牌照，并根据 2005 年第 005 号政府公告（以下简称"法律"）获准开展所有类型经纪业务，受昂儒昂离岸金融管理局监管。

2. 本账户开户协议（以下简称"协议"）规定了公司依据 2005 年《国际商业公司法》向客户提供投资服务的条款与条件。

3. 公司宗旨是为昂儒昂自治共和国境外的企业与个人客户提供多元化经纪服务，包括但不限于：
    - 为投资者提供证券价格、证券投资、买卖证券及相关外汇交易的直接咨询服务；
    - 证券发行与资金相关服务咨询；
    - 以非担保方式安排及执行发行人证券分销；
    - 接收并传递客户证券交易指令，以客户资金执行其账户交易；
    - 管理客户投资组合及证券操作资金；
    - 托管客户投资资金及证券，提供保管、存管及代持服务；
    - 以自有资金进行自营证券交易；
    - 以担保方式安排及执行发行人证券分销；
    - 向客户借入或借出证券，并利用自有资金为客户购买证券，进行符合法规的卖空操作；
    - 发行自有存款产品；
    - 提供贷款及借款服务；
    - 执行货币与外汇交易；
    - 为第三方持有资产、资本、贵金属、债券、股票或其他金融工具；
    - 接受各类现金存款（存管交易）；
    - 为企业及个人客户开立活期账户、定期存款账户；
    - 出具银行资信证明及合规证书；
    - 发行证券及处理信用卡业务；
    - 提供各类担保服务；
    - 多币种账户管理；
    - 资产管理类产品；
    - 投资咨询服务；
    - 金融工程（私人银行与财富管理综合解决方案）；
    - 担任证券交易中介；

- 外汇交易；
- 外汇货币兑换操作（实用代币与证券代币）差价合约（CFD）。

定义与解释

1. 以下术语定义如下，并可根据语境使用单数或复数形式：

账户：客户在公司开设的个性化账户，每位客户最多可开设 3 个账户。

账户详细报告：客户证券组合、未平仓头寸、保证金要求、现金存款等在特定时间点的报表。

卖出价：公司愿意卖出差价合约（CFD）的价格。

存档：连续 60 天无财务或交易活动且无挂单的交易账户（依据协议第 14 条）。

授权人：客户通过授权书指定可向公司发送账户操作指令的自然人或法人。

余额：客户账户在最近一次完成交易及存取款操作后的总金额。

最佳执行政策：公司现行政策，涉及执行客户指令时确保最优成交条件。

买入价：公司愿意买入差价合约（CFD）的价格。

工作日：昂儒昂自治岛银行营业的日期。

业务介绍人：与公司签订协议、负责向公司推荐客户的自然人或法人。

差价合约（CFD）：基于标的资产价格波动进行结算的金融合约。

客户：经公司接受并享受服务的自然人或法人。

抵押品：存放于公司执行场所的证券或其他资产。

公司官网：www.hatcgroup.com 或其他公司指定的网站。

合约：公司与客户达成的商品、证券、货币或其他金融工具的买卖协议（包括期权、期货、差价合约等衍生品）。

对手方：公司用于对冲客户交易的银行或经纪商。

共同申报准则（CRS）：跨国金融账户信息自动交换标准。

持久媒介：可长期存储信息并保证完整复制的电子或物理载体。

净值：余额 + 浮动盈亏 + 隔夜利息。

违约事件：详见第 28 条定义。

执行场所：交易对手方及客户资产存管方。

FATCA：《外国账户税收合规法案》，要求外国金融机构报告美国客户海外资产。

浮动盈亏：未平仓头寸按当前市价计算的未实现损益。

可用保证金：未被占用的保证金，计算公式为：净值 - 已用保证金。

保证金：开仓及维持未平仓头寸所需的担保资金（详见点差与条件表）。

追加保证金通知：当保证金低于最低要求时，公司有权要求客户追加保证金或平仓。

保证金水平：净值与保证金的百分比，计算公式为：（净值 / 所需保证金）× 100%。

做市商：始终按指定价格买卖证券或资产的交易商。

市场规则：交易所、清算所或相关市场的现行规则及惯例。

未平仓头寸：尚未对冲或关闭的交易头寸。
指令：客户通过公司交易平台下达的交易指令。
场外交易（OTC）：不在受监管交易所进行的合约交易。
委托人：交易合约的一方（自然人或法人）。
返佣：根据账户类型或代理协议，按实际点差或佣金比例返还客户。
证券：存放于执行场所的证券或其他资产。
服务：公司根据本协议提供的投资服务（包括远程交易、咨询等）。
点差：卖出价与买入价之差。
点差与条件表：公司官网公布的当前适用点差、费用、保证金、利息等标准。
隔夜利息：因持仓过夜产生的资金调整。
条款：规范交易行为的业务条款。
交易确认书：公司交易平台发送的合约成交确认通知。
交易账户：客户为交易目的开设的账户，每位客户最多可开设 5 个交易账户。
交易平台：公司提供的在线交易平台，用于下达指令、获取报价及实时查看持仓估值。
标的资产：衍生品价格所基于的金融工具（如股票、期货、商品、货币、指数）。
书面形式：包括电子形式。

2. 若本协议与相关市场规则冲突，以市场规则为准。
3. 条款中提及的"人"包括法人、非法人组织、合伙企业及自然人。
4. 条款中引用的法律包括其修订版或相关法规。
5. 标题与注释仅为方便阅读，不影响条款解释。

账户开户协议范围

1. 公司有权随时单方面暂停或终止全部或部分服务，且无需说明理由。
2. 本协议不可协商，除非公司另行决定，否则优先于其他口头或书面协议。
3. 依据 2005 年《国际商业公司法》，远程合约无需签字即具法律约束力。客户确认本协议条款对其有效，违约可能导致法律诉讼。
4. 客户确认以下行为视为接受本协议：
    - 填写并提交在线开户申请，点击"接受"按钮；
    - 继续访问或使用公司官网。

客户接受政策

1. 公司无义务接受任何潜在客户，有权基于风险管理拒绝开户且无需说明理由。
2. 潜在客户需填写官网开户申请表并提供身份证明文件，公司审核通过后发送开户通知。
3. 公司有权在客户未提交完整文件或未通过反洗钱审查前拒绝激活账户或接收资金。

4. 公司可随时要求客户补充文件，若客户未配合，公司有权终止业务关系（依据第 36 条）。
5. 未获批准且超过 3 个月未激活的账户将被关闭。

账户开户协议生效

协议生效日为潜在客户收到公司开户通知（含交易账户号及登录信息）之日。

客户分类

1. 公司将客户分为零售客户、专业客户及合格交易对手（ECP），不同类别受监管保护程度不同。
2. 客户可申请调整分类，但需满足定量与定性标准。
3. 公司评估客户资质后有权决定是否按申请分类提供服务。

行为能力

1. 公司与客户以委托-代理关系开展业务，但差价合约交易中公司仅代表客户与第三方执行。
2. 客户以委托人身份行事，若代理他人需公司书面同意并提交证明文件。
3. 授权人操作账户不代表其成为公司客户，公司不向其披露客户信息。

保证与担保

客户保证：

1. 存入资金为其合法所有且无产权负担；
2. 资金非非法活动所得；
3. 代理他人时已提供充分证明；
4. 开户文件真实有效。

服务

1. 客户可通过执行场所交易以下金融工具：
    - 货币、贵金属、金融指数、期货合约等差价合约；
    - 证券、货币、利率相关的期权、期货、互换、远期利率协议等衍生品；
    - 商品类现金结算衍生品；
    - 交易所或 MTF 交易的实物交割商品衍生品；
    - 气候变量、运费、排放配额等非传统标的衍生品。
2. 指令类型包括市价单、限价单及止损单，执行遵循最佳执行政策。
3. 客户默认以委托人身份交易，代理他人需公司书面同意。
4. 提交在线开户申请或继续使用官网视为接受本协议。

指令

1. 客户可通过口头、书面、网络或电子邮件发送指令，公司确认接收后执行。
2. 客户需书面通知授权人信息，撤销授权需公司书面确认。
3. 公司有权拒绝执行指令且不承担责任。
4. 指令提交后不可撤销，除非公司同意。
5. 客户需及时响应公司要求，否则公司可采取保护措施。
6. 网络指令风险由客户自行承担，公司不保证传输安全。
7. 若客户未结算合约，公司有权展期（Rollover）。
8. 公司可要求客户对特定指令提供额外确认。
9. 公司按最佳执行政策处理指令，可能延迟或拒绝执行。
10. 公司有权合并或拆分客户订单以优化执行，但可能导致价格不利。
11. 公司可录音或记录通讯内容作为争议证据，但无长期保存义务。
12. 客户多个账户的对冲头寸需自行管理，否则可能产生展期成本。

电话录音

1. 公司与客户通话可能被录音并存储，录音可用于争议解决。
2. 电话指令具有最终效力。
3. 公司可向监管机构提供录音副本。

客户资金

1. 客户资金存放于与公司资金分离的共管账户或银行指定账户，不受存款保险全额保护。
2. 公司可将客户资金转至交易所或清算所作为交易保证金。
3. 客户授权公司从其账户扣款结算交易及费用。
4. 资金支付默认直接支付给客户。
5. 公司有权抵消客户债务或合并账户。
6. 客户可提取可用保证金，无需关闭账户。
7. 提款请求在 3 个工作日内处理，公司有权因文件不全延迟或拒绝。
8. 客户承担银行转账费用，错误信息导致损失由客户自负。
9. 入金按到账净值计入账户，若非本人汇款公司有权退回。
10. 提款需使用原入金方式及汇款人账户，否则公司可拒绝或要求新方式。
11. 客户放弃资金利息收益，公司可用其覆盖账户管理费用。

公司点差与条件

1. 客户接受官网公布的点差、费用、保证金等条款，公司有权单方面修改。
2. 公司可将损益、佣金等转换为客户账户基准货币。
3. 货币转换按合理汇率执行，公司可加收点差（详见点差表）。
4. 客户需承担交易相关税费。

5. 公司可能与第三方分享佣金，细节不列于交易确认书。
6. 场外交易报价由公司提供，客户自主决定是否成交。
7. 公司可酌情向客户提供交易返佣，按交易量计算。

杠杆

1. 客户可通过 myHATC 修改杠杆（最多 5 次），超出需邮件申请。
2. 模拟账户杠杆修改无限制。
3. 客户可自由提高杠杆。
4. 仅当保证金为零或保证金水平高于 100%时可降低杠杆。

存档账户

1. 连续 60 天无交易及挂单的账户将被存档。
2. 存档账户内超过 90 天的挂单将被删除。
3. 余额转入 myHATC 后账户存档。
4. 公司可强制存档任意账户。
5. 客户可申请恢复存档账户，但由公司决定。

休眠账户

1. 连续 6 个月无交易的账户视为休眠。
2. 休眠账户每月收取 5 美元管理费直至余额为零。
3. 余额不足 5 美元时全额扣费并终止账户。
4. 零余额账户直接终止。
5. 公司有权追溯收取休眠费。

保证金、抵押品与支付

1. 客户需按公司要求支付保证金、结算债务或提供抵押品。
2. 抵押品价值由公司评估且可调整，无需提前通知。
3. 客户需及时履行合约交割义务。
4. 保证金不足时公司有权强制平仓。
5. 账户负余额由公司调整清零。
6. 公司可随时退还客户资金。
7. 错误入金或提款公司有权追回，客户未配合可能导致强制平仓。

账户报告与交易确认

1. 公司将为客户提供每笔交易的交易确认书，包括执行场所与或为客户达成的任何交易或合约，以及公司为客户平仓的任何未平仓头寸。交易确认书通常会在交易通过交易平台执行后即时提供。

2. 客户可通过交易平台查看账户详细报告。账户详细报告通常会在公司营业时间内定期更新。客户接受本条款即表示同意，除非特别要求，否则不会从公司收到任何印刷版的交易确认书或账户详细报告。
3. 客户必须核实从公司收到的每份文件的内容。除非客户在收到文件后三个工作日内书面通知公司存在明显错误，否则此类文件应视为最终确认。
4. 客户有义务核实每份文件的内容，包括公司以电子形式发送的文件。除非客户在收到文件后三个工作日内书面通知公司存在明显错误，否则此类文件应视为最终确认。如果客户认为已达成应生成交易确认书或在其账户中体现的交易或合约，但未收到确认，客户应立即通知公司。若未收到此类通知，公司可合理判断该交易或合约视为不存在。

通讯

1. 通讯可通过客户不时向公司提供的地址、电话、传真或电子邮件地址进行。
2. 除非另有书面协议，所有通讯均以英语进行，并通过预付一等邮件、电子邮件、传真或递送至收件人当前地址的方式送达。其他语言的翻译或信息仅供参考，不对公司具有约束力或法律效力，公司不对其正确性承担责任。
3. 公司向客户发送的任何通知/通讯：
    - 邮寄方式：在自治岛 Anjouan 境内服务的，视为在发出后 48 小时送达；在境外服务的，视为在发出后 7 天送达。
    - 传真方式：发送方收到成功传输通知时视为送达。
    - 电子邮件方式：到达目标站点或收件人提供的电子邮件地址时视为送达。
4. 证明送达时：
    - 对于信件，需证明其已正确贴票、填写地址并投递；
    - 对于传真，需证明其已完整发送至收件人的当前传真号码；
    - 对于电子邮件，需证明发送方已收到有效的送达确认。
5. 客户应确保公司能够随时通过电话、传真或电子邮件与其或其指定代表联系。
6. 向公司发出的通讯应发送至公司为此目的通知客户的地址和电话号码，且仅在实际收到时视为正式送达。
7. 客户可通过书面通知更改其通讯信息。
8. 公司可不时通过第 19.1 条提及的任何通讯方式向客户提供信息，包括但不限于平台新功能、网站更新、新产品信息、促销和奖金计划等。客户同意接收公司提供的此类信息。

利益冲突

公司、其关联方或其他与公司相关的个人或公司可能在与客户达成的任何交易或合约中存在重大利益、关系或安排。客户接受本条款及公司的利益冲突政策（明确描述了任何利益冲突的一

般性质或背景），即同意公司可在不事先提及潜在利益冲突的情况下开展此类业务。

诱导

公司可向第三方支付或收取费用/佣金，前提是这些利益旨在提升服务质量且不影响公司以客户最佳利益行事的义务。

业务介绍人

1. 客户可能由业务介绍人推荐。根据与公司的书面协议，业务介绍人将获得费用/佣金。
2. 业务介绍人或其他第三方将根据与公司的书面协议获得费用/佣金。该费用/佣金与客户交易量及推荐客户数量相关。公司有义务应客户要求披露支付给业务介绍人或第三方的费用/佣金或其他报酬的详细信息。
3. 客户确认并理解，若通过介绍人推荐开户，公司可能会在价差上加价。即使未加价，公司也可能向介绍人支付费用/佣金。若客户不同意，公司可不加价，介绍人将按标准协议获得报酬。
4. 客户确认知晓介绍人可能基于其交易量获得佣金。
5. 介绍人可选择通过公司的返利系统，将其从公司获得的报酬按比例分享给推荐客户。介绍人可随时更改返利比例，无需事先征得客户同意。客户与介绍人在客户与公司达成协议后不再保持任何关系。
6. 介绍人返利仅适用于通过联盟推荐开户的客户，并可应用于客户在公司开设的任何交易账户。
7. 介绍人返利是基于推荐客户交易量计算的佣金比例，将计入客户交易账户。客户可通过 myHATC 区域查看适用返利的账户。
8. 介绍人可选择自动或手动为推荐客户注资。若返利金额超过 5 美元，客户账户将在服务器时间每日午夜入账。
9. 若客户或介绍人希望获取交易关闭时返利的详细报表，需发送邮件至 info@hatcgroup.com。
10. 客户确认介绍人返利为自愿性质，公司有权随时终止此优惠。
11. 客户确认并同意：
    - 公司不对客户与业务介绍人之间的任何协议承担责任；
    - 与业务介绍人的协议可能导致额外成本，因为公司可能需要向其支付佣金；
    - 业务介绍人有权通过终端（包括浏览器）以“仅查看”权限监控其推荐客户的活动。
12. 客户确认业务介绍人并非公司代表，也无权就公司或其服务提供任何保证或承诺。
13. 客户确认并理解业务介绍人不得提供投资建议服务。

确认条款

1. 客户确认已阅读、理解并接受本协议及公司网站上的所有法律文件（包括商业条款、

隐私政策、风险披露等）。公司会通知客户法律文件的变更，客户需自行了解变更内容。

2. 客户进一步确认并理解：
    - 与公司的关系受本协议及网站商业条款约束；
    - 若客户 90 天内无交易活动，公司有权存档其账户，存档账户可在公司同意后恢复；
    - 公司提供的市场建议或信息不构成买卖要约，且可能基于不完全或无法验证的信息；
    - 公司有权更改交易账户规格并在网站公布；
    - 公司的官方语言为英语。

风险

1. 客户确认、认可并理解杠杆及非杠杆合约交易：
    - 具有高度投机性；
    - 可能涉及极高风险；
    - 仅适合能够承担超过保证金损失的投资者。
2. 客户确认、认可并理解：
    - 保证金交易中，标的资产价格波动可能导致重大损失，甚至超过投资本金；
    - 某些市场条件下可能难以或无法按指定价格执行订单；
    - 交易产生的盈亏完全由客户承担；
    - 公司不提供交易建议，客户不得因遵循公司建议导致的损失追究公司责任（重大过失除外）；
    - 公司不持续监控客户交易，不对交易结果承担责任；
    - 投资交易无法保证盈利或避免损失；
    - 未从公司、业务介绍人或其代表处获得任何盈利保证；
    - 公司不提供税务建议，客户应就税务问题咨询独立顾问；
    - 市场规则可能赋予交易所或清算所在紧急情况下的广泛权力，公司可采取合理行动，不对由此产生的损失负责（重大过失除外）。

声明与保证

1. 客户声明并保证：
    - 无法律障碍或法规阻止其履行本协议或相关交易；
    - 已获得所有必要同意并有权根据协议操作（如为公司，已通过内部授权）；
    - 提供的资金或资产无任何抵押或负担，且归客户所有；
    - 遵守所有适用法律，包括税务、外汇管制及注册要求；
    - 向公司提供的信息完整、准确且无误导性；

- 已阅读并完全理解协议条款；
- 以本人名义而非代理人身份行事（除非公司书面同意）；
- 账户开户申请表填写者为本人或授权代表；
- 协议下的行为不违反任何适用法律或协议；
- 资金非非法所得或用于恐怖主义融资；
- 选择的服务及金融工具已考虑其财务状况；
- 如为政治公众人物，已在开户表中声明或将及时通知公司；
- 无基于国籍或宗教的市场或金融工具交易限制。

2. 客户声明上述保证适用于与公司业务关系存续期间的所有未来指示或交易。

赔偿与责任限制

1. 客户应赔偿公司因以下原因遭受的所有损失、费用或责任：
   - 客户未履行协议义务；
   - 授权代表向公司提供的指示；
   - 公司合理认为是授权代表提供的指示；
   - 客户或代表提供虚假或误导性信息。
2. 本赔偿条款在协议终止后仍有效。
3. 公司不对以下情况承担责任：
   - 客户遭受的损失（除非因公司重大过失或欺诈）；
   - 授权代表的行为或提供虚假信息（除非因公司重大过失或欺诈）；
   - 机会损失导致的交易价值减少（除非因公司故意行为）；
   - 公司行使协议权利导致的损失；
   - 交易平台操作错误、故障或延迟导致的损失。

禁止交易

客户不得从事任何形式的禁止交易，包括但不限于“套利交易”、“狙击”或使用特定自动化交易系统。若公司认为客户从事此类活动，可单方面采取以下措施：

- 关闭账户；
- 无限期暂停账户；
- 展开调查；
- 收取罚金；
- 没收利润并退还本金（已提现的利润可从相关账户扣除）。

违约事件

1. 以下情况构成“违约事件”：
   - 客户未按协议付款；
   - 客户未履行协议义务；

- 客户为自然人时死亡或丧失行为能力；
- 客户进入破产或清算程序；
- 客户与债权人达成安排；
- 客户无法偿还公司债务；
- 客户声明或保证不真实。

2. 发生违约事件时，公司有权：
   - 立即要求还款并终止协议；
   - 全部或部分平仓；
   - 关闭客户账户并拒绝进一步交易；
   - 停止提供服务。

修订

公司有权随时书面通知客户修订条款，修订将在通知指定日期生效（至少提前一周通知）。法律另有要求的除外。

信息披露

公司对客户信息保密，但可根据法律或监管要求向员工、关联方或第三方披露。客户同意公司向税务当局或审计方提供账户相关信息。

建议与信息提供

1. 公司不就交易优劣提供建议，客户应自行决策。客户确认其具备足够知识、经验并已评估交易风险。
2. 公司不提供法律、税务或其他建议，客户应就税务问题咨询独立顾问。
3. 公司可能提供市场信息或评论，但：
   - 不对此类信息负责；
   - 不保证其准确性或完整性；
   - 仅供客户参考，不构成投资建议；
   - 客户不得将限制性文件转发给非目标人群；
   - 公司可能已依据该信息采取行动。
4. 市场评论或信息可能随时变更或撤回。

退单政策

1. 客户可对可疑交易提出投诉，公司将调查。客户同意公司可能收取 150 美元调查费。
2. 公司不接受任何欺诈行为（包括信用卡欺诈），将追究全部损失。
3. 公司监测欺诈活动，可疑交易将立即取消，涉事用户将被列入黑名单。
4. 若客户未协助解决存款问题，退单视为欺诈。公司将采取以下措施：
   - 可疑存款暂挂并检查，期间限制账户访问；

- 高风险存款将取消并退款，公司有权关闭账户；
- 不成功的退单将收取 300 美元费用（含研究费和处理费），公司可采取法律行动；
- 未决退单将转交第三方机构处理，可能影响客户信用记录；
- 公司可扣留争议金额直至调查完成。

5. 公司将严肃处理欺诈行为，监控 IP 地址并采取适当措施。

不可抗力事件

1. 公司对因不可抗力导致的履约失败、阻碍或延迟不承担责任。不可抗力包括但不限于技术故障、战争、自然灾害、罢工等。
2. 公司合理判断不可抗力事件发生后，将通知客户。
3. 不可抗力还包括针对公司服务器的非法行为。
4. 发生不可抗力时，公司可：
   - 提高保证金要求或点差；
   - 降低杠杆；
   - 平仓；
   - 修改协议内容；
   - 暂停服务；
   - 采取其他合理措施。

模拟账户

1. 模拟账户是用于模拟真实交易环境的虚拟账户，供客户测试交易技能。
2. 29 天未活动的模拟账户将被自动删除。

协议期限

本协议自生效日起持续有效，直至根据第 36 条终止。

终止

1. 客户关系持续至终止。
2. 任一方可通过书面通知立即终止合作，不影响已产生的权利。公司将通过电话或邮件通知。
3. 客户违约时，公司可立即终止协议。
4. 若客户涉及欺诈，公司有权在终止前撤销相关交易。
5. 终止不影响已产生的义务或权利。
6. 终止时，客户应向公司支付所有未结费用。
7. 终止通知发出或协议终止后：
   - 客户应平仓，否则公司可代为平仓；

- 公司可限制平台访问或功能；
- 公司可拒绝开新仓或出金。

8. 终止时：
   - 公司可合并账户并抵消余额；
   - 可关闭账户；
   - 可转换货币；
   - 可平仓；
   - 将剩余资金退还客户。

其他条款

1. 条款部分无效不影响其余条款效力。
2. 公司延迟或部分行使权利不视为放弃权利。
3. 对违约的豁免不构成对未来违约的豁免。
4. 客户不得转让权利或义务，公司可向受监管金融机构转让。
5. 公司执行交易不构成对交易的推荐或认可。

税务信息

1. 公司有权要求客户提供 FATCA 和 CRS 所需信息，客户同意立即披露。
2. 客户同意公司向税务当局提供账户相关信息。

管辖语言

本协议以英文为准，其他语言翻译仅供参考。

管辖法律与司法管辖权

本协议受昂儒昂自治岛法律管辖并依其解释。

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