

## Electronic Investor Services Agreement

MTradeGo, Inc (the Company) and its subsidiaries is the owner of MTradeGo Mobile App (MTradeGo) and other related trading application is a financial technology company registered in the state of Delaware, USA and have business address at B1-32-2, KLCC Suite, 20, Jalan Perak, 50450 Kuala Lumpur, Malaysia. The Company is partnering with MSR Capital Limited. MSR Capital Limited whom is a holder of license no. SL/16/2005 and is authorised and regulated by the Labuan Financial Services Authority (Labuan FSA). Granted under the LFSA, the Company is legally authorised as to Part IV of the Labuan Financial Services and Securities Act 2010 provides for the licensing of securities licensees with the following scope of business:

- Provide investment advice or administration services in respect of securities for the purpose of investment; or
- Deal in securities; or
- Provide other activity as may be specified by Labuan FSA.

The Company is utilising Interactive Broker LLC as its clearing house. Interactive Brokers LLC is a registered Broker-Dealer, Futures Commission Merchant and Forex Dealer Member, regulated by the U.S. Securities and Exchange Commission (SEC), the Commodity Futures Trading Commission (CFTC) and the National Futures Association (NFA), and is a member of the Financial Industry Regulatory Authority (FINRA) and several other self-regulatory organizations. Interactive Brokers does not endorse or recommend any introducing brokers, third-party financial advisors or hedge funds, including MSR Capital Limited. Interactive Brokers provides execution and clearing services to customers. None of the information contained herein constitutes a recommendation, offer, or solicitation of an offer by Interactive Brokers to buy, sell or hold any security, financial product or instrument or to engage in any specific investment strategy. Interactive Brokers makes no representation and assumes no liability as to the accuracy or completeness of the information provided on this website. For more information regarding Interactive Brokers, please visit [www.interactivebrokers.com](http://www.interactivebrokers.com).

1) YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING MTRADEGO. Use of MTradeGo signifies your unconditional agreement to the terms and conditions of this Agreement. If you do not agree to these terms and conditions of use, do not access or otherwise use this MTradeGo.

2) SERVICES.

2..1 For the duration of this Agreement, MTradeGo shall provide to you the following information and facilities in relation to Stock Markets made available via Mobile telephony device(s):-

- (a) Most Active Counters, Top Gainers, Top Losers;
- (b) My Favourites;
- (c) Single Stock Analysis;
- (d) Trading Functions;
- (e) Order Status;
- (f) Market Summary;
- (g) Market Indices;
- (h) Such other additional services/features as may be introduced by MTradeGo from time to time.

- 2.2 MTradeGo may from time to time vary the scope of the Services mentioned above without giving any notice thereof to you. Any such variation shall not in any manner affect the other terms and conditions of this Agreement. You are hereby agrees that your continued use of the Services following the variation of scope of services constitutes your agreement to such variation or modification.
- 2.3 MTradeGo may change or discontinue any aspect or feature of the Services at any time, including but not limited to features such as content, hours of availability, access type, level and marketing promotions. MTradeGo reserves the right to vary, limit, suspend or terminate your access or use of the Mobile Services at any time, with or without any prior notice. You further agrees and acknowledges that whilst the Services is currently provided at no cost to you, MTradeGo reserves its right to charge a subscription for providing the Services at any time.
- 3) MTradeGo is hereby irrevocably authorized to act on all instructions of received MTradeGo through the Services and you shall be liable and indemnify MTradeGo for such instructions. You acknowledge that all instructions received by MTradeGo through the Services (whether authorised by you or not) are irrevocable and binding on you upon transmission of the instructions through the Services and MTradeGo shall be entitled to effect, perform or process such instructions without your further consent and without any further reference or notice to you. You further acknowledge that MTradeGo shall be under no obligation to investigate the authenticity or authority of persons effecting the instructions and MTradeGo may treat the instruction as valid and binding on you notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such instructions. If you choose to subscribe to the market data or any information of the relevant foreign stock exchange as part of the Services through MTradeGo, you agrees to adhere and consent to the terms and conditions applicable to, and/or imposed by, the respective foreign stock exchanges.
- 4) You expressly agrees that the Services are provided on an “as is” basis. MTradeGo does not represent, warrant (whether express or implied) or guarantee the accuracy, completeness, timeliness or correct sequencing of the Services and any information provided thereunder and you acknowledges that there may be delays (particularly as delays may be caused due to the inherent hazards of electronic and/or mobile distribution), omissions or inaccuracies in relation thereto. The information made available to you from the Services is provided solely on the basis that you will be responsible for making your own assessment of the matters discussed and you is advised to verify all relevant information and obtain independent legal advice before acting on any information contained in the Services. MTradeGo shall not be responsible for any decision made or action taken by you in reliance upon the Services and anything provided thereunder. You further acknowledges that whilst certain information provided through the Services has been independently obtained by MTradeGo through sources MTradeGo believes to be reliable, you agrees that such information has been provided for your convenience only and are not to be taken in substitution for the exercise of care, due diligence and judgment on your part. In particular MTradeGo accepts no liability whatsoever for any direct or consequential loss arising from the use of information provided by the Services. In providing the Services to you, all warranties and obligations implied by the law are hereby excluded to the fullest extent permitted by the law
- 5) You also hereby agrees MTradeGo shall not be liable to you or any party having access to the Services for any claims, demands, losses, penalties, liabilities, costs, actions

and/or expenses suffered and/or incurred by you or the other party in connection with and/or arising from this Agreement or the use of the Services, including without limitation any liability with regard to the content and any action resulting from participation in any discussion forum provided under the Services, even if MTradeGo had been advised of the possibility of such claims, demands, losses, penalties, liabilities, costs, actions and/or expenses. MTradeGo shall not be liable for any claims, demands, losses, penalties, liabilities, costs, actions and/or expenses suffered and/or incurred by you arising from and/or in connection with causes not within MTradeGo's control, including but not limited to interruptions due to internet connectivity, equipment failure, loss of power, unauthorized access, theft, strikes or other labour problems. MTradeGo disclaims any liability for any technical problems arising from the downloading of the Services application by you if it is done in a manner not in accordance with MTradeGo's advice such as executing a download without first ensuring that the WAP facility in the mobile telephony device is activated. MTradeGo shall not be liable for any loss, distortion or corruption of data arising from your mobile solutions and/or telecommunications provider(s) including but not limited to electromagnetic interference, equipment failure or congestion in the telecommunication systems. MTradeGo shall not be liable to you for any loss of profits arising from any malfunction, unauthorised use, cloning or defect in the mobile telephony device/SIM card or the loss of the mobile telephony device, SIM card or services or any part thereof for whatever reasons. MTradeGo shall not be liable in terms of any unavailability, inaccessibility and uninterrupted use of the Services as may be caused by your mobile solutions provider.

- 6) You agrees that the Services and anything provided thereunder are the property of MTradeGo or MTradeGo's Sources, as the case may be. You agrees not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Services and anything provided thereunder in any manner whatsoever without the prior written consent of MTradeGo nor use the Services and anything provided thereunder for any illegal purpose.
- 7) You undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile or otherwise alter in any way whatsoever the Services and anything provided thereunder. By accessing the Mobile Services, you undertakes you:
  - (a) are at least 18 years of age (or such other minimum age as may be provided by law to legally view the Services);
  - (b) has read, understood and agree to comply with all the terms and conditions of this Agreement; and
  - (c) are not in breach or violation and shall not take any action that may cause MTradeGo to be in breach or violation of any law.
- 8) You agrees that:-
  - 8.1 the Services and anything provided thereunder shall not constitute or be construed as an offer, invitation or solicitation to buy or sell any securities;
  - 8.2 all orders made by you through the Services and executed by MTradeGo pursuant thereto are made at your sole risk;
  - 8.3 the Services shall be used solely for your own purpose and shall not be extended for use by third parties;
  - 8.4 you shall notify MTradeGo not later that twenty-four (24) hours from the time you becomes aware of the existence of any of the following:-

- (a) any loss or theft of its user identification, password and/or account number;
  - (b) any unauthorised use of any of its user identification, password and/or account number;
  - (c) any unauthorised use of the Services or anything provided thereunder;
  - (d) any failure by you to receive a message through the Services that an order made by you through the Service has been received and/or executed; or
  - (e) any receipt of confirmation of business done in relation to an order which you did not place, or any similarly inaccurate or conflicting report or information.
- 9) You will be responsible for the confidentiality and for the use of your user identification, password and account number. You accepts responsibility for all orders and other information entered through and under its user identification, password and account number and any orders and other information so received by MTradeGo will be deemed to have been received from you. Immediately after placing an order, you agrees to review the business done to ascertain that the said order was correctly received by the Services and that a transaction reference number has been issued. You shall hold and treat all Confidential Information of MTradeGo in the same manner as if the Confidential Information were its own in strict confidence and shall not without the prior written consent by MTradeGo, make public or disclose to any third party except those of its directors, employees, sub-contractors or professional advisors who need to know the Confidential Information provided however in giving written consent (which MTradeGo is not obliged to give), MTradeGo may impose such terms and conditions as it thinks fit. MTradeGo acknowledges that your personnel namely: employees, agents and/or subcontractors will be directly engaged in the performance of your obligations under this Agreement and therefore will from time to time during the Term of this Contract become aware of or have access to MTradeGo's Confidential Information. You shall have in place effective procedures and guidelines to ensure that such personnel are bound (for example, through an employment or agency contract or sub-contract with you) by similar undertakings. Subject to proof thereof, the Service Provider shall indemnify MTradeGo against all claims, penalties, losses, liabilities, damages, demands, expenses and cost on a solicitor-client basis which MTradeGo may incur by reason of breach by you and this indemnity shall survive the termination of Agreement.
- 10) As consideration for your access and utilisation of the Services hereunder, you agrees to pay service fees to MTradeGo at the sum as notified by MTradeGo to you from time to time, within fourteen days from the date of MTradeGo's invoice or any other specified date as may be determined by MTradeGo.
- 11) You agrees that MTradeGo shall have a continuing security interest on the monies or securities in your account with MTradeGo to secure the timely payment of all sums owed by you to MTradeGo hereunder and that MTradeGo shall be at liberty to use or dispose such monies or securities in whatsoever manner to secure or satisfy the full payment of such overdue sums.
- 12) You shall pay all taxes payable by it for the use of the Services, if any.
- 13) You shall not be entitled to use the Services hereunder if there exists any restriction in your account either imposed by MTradeGo or by any lawful authorities, including but not limited to cash up-front restrictions. MTradeGo shall not be responsible for any failure by you to gain access to the Services arising out of any restrictions imposed on your account. Access to the Services may be limited or unavailable during periods of peak demands, market volatility, system upgrades, and maintenance or for other reasons. If the Services

are unavailable or delayed at any time, you agrees to use alternative means to place his orders such as email [tosupport@mtradego.com](mailto:tosupport@mtradego.com). MTradeGo will not be liable to you if you is unable to access his account information or request a transaction through the Services for any of the said reasons.

- 14) MTradeGo reserves the right to request you to place monies or securities as deposit prior to the execution of any transaction through the Services. It shall be in the absolute discretion of MTradeGo to determine the amount of deposit payable and the time and manner for the placement of such deposit by you. MTradeGo shall not be held responsible or liable for any failure by you to gain access to the Services arising out of your failure, refusal or delay to place such deposit.
- 15) You hereby agrees that it shall indemnify and keep MTradeGo indemnified against any claims, demands, penalties, losses, liabilities, costs, actions and/or expenses (including but not limited to solicitor's fees) arising from and/or in connection with this Agreement. This obligation to indemnify MTradeGo shall survive the termination of this Agreement.
- 16) MTradeGo may at any time forthwith terminate this Agreement without notice to you for any reason whatsoever and MTradeGo shall not be liable to you for any claims, demands, penalties, losses, liabilities, costs, actions and/or expenses suffered and/or incurred by you out of such termination, save and except that MTradeGo shall refund on a prorated basis any monthly service fee which has been paid to MTradeGo by you in respect of the unexpired period. You may terminate this Agreement by giving written notice to MTradeGo whereupon MTradeGo shall, within seven (7) market days from the date of receipt of the said notice, do all that is necessary to effect the said termination.
- 17) MTradeGo shall not be liable or responsible for any claims, demands, penalties, losses, liabilities, costs, actions and/or expenses suffered and/or incurred by you arising from and/or in connection with any computer and/or mobile virus contracted by your computer system and/or mobile telephony device, as the case may be, whilst accessing or utilizing the Services or downloading anything provided thereunder. You shall forthwith notify MTradeGo of any computer and/or mobile virus affecting your computer and/or mobile telephony device.
- 18) You acknowledges that in providing the Services, MTradeGo has relied on your agreement to be bound by the terms of this Agreement. You represents and warrants that you are legally capable of entering into and performing his obligations under this Agreement and that you are of sound mind, competent and is not a bankrupt.
- 19) You confirms that your details as stated in the "Registration page" are true and complete and MTradeGo shall be entitled to rely on such details until MTradeGo receives written notice from you of any changes thereto.
- 20) You agrees to be bound by any affirmation, assent or agreement transmitted by you through the Services accessed by computer, including but not limited to any consent given by you to receive communications from MTradeGo solely through electronic transmission. You agrees to use the Services only in accordance with this Agreement. You also agrees to abide by any rules, procedure, standards, requirements or conditions established by MTradeGo regarding the use of the Services or electronic communication facilities that MTradeGo makes available. By clicking "I Accept", you confirms your understanding, acceptance and receipt of the Services which includes the receipt of contract notes, statements and other documents by electronic means and this Agreement and its terms and conditions, acknowledges and demonstrates that you can access the Services and other HTML disclosures and regulatory materials on MTradeGo's sites referred to in



Recital C hereof. MTradeGo will be creating an electronic record of your agreement. In consideration of MTradeGo agreeing to your request for the issuance and delivery of electronic contract notes/statements and other documents electronically, you hereby accepts and assumes the risks associated with electronic or online services, including delays or failure in the transmission due to breakdown or failure of transmission or traffic congestion of communications or any other cause(s) beyond MTradeGo's control or anticipation of MTradeGo and/or inherent risks in receiving electronic contract notes/statements and other documents electronically. You understands the risks involved in communication over the internet and you shall not dispute or challenge the validity, enforceability or admissibility of any such record and the contents therein. In the event of system failure, you consents to receive the contract notes/statements and other documents via post. You acknowledges that any contract notes/statements and other documents sent to you by post or email, if sent by post to your address as given to MTradeGo in writing shall be deemed to be duly served two (2) business days after it is posted and/or if sent by email or made available in this portal 24 hours after it has been made available. You shall assume all responsibility or liability whatsoever for any direct or consequential loss arising from or in connection with MTradeGo acceding to your above request. You further agree to indemnify MTradeGo and hold it harmless from and against all actions, proceedings, claims, demands, losses, damages, costs, penalties, fines, charges and expenses which it may sustain, incur and be liable to in consequence of or attributable to or arising from the above request. You agrees that, when presently and in the future you clicks on an "I Accept", "I Consent" or other similarly worded "button" or entry field with his mouse, keystroke or other computer device, the Customer's agreement or consent will be legally binding and enforceable and the legal equivalent of your hand-written signature. MTradeGo shall maintain your information in confidence and may only disclose such information to its immediate legal and financial advisers and auditors as may be required in the ordinary course of its business or when required by a relevant authority, provided however, that MTradeGo may use and disclose the information where such information is aggregated with other data which does not reveal customer-specific data.

- 21) You shall keep confidential all intellectual property disclosed by MTradeGo, including but not limited to procedures, know-how and data. Access to such procedures, know-how and data shall be limited to those who strictly need to have the information in order to perform necessary functions and shall only be used for the purposes authorised or contemplated under this Agreement. You shall not use, disclose or exploit such Intellectual Property Rights without the prior written consent or approval from MTradeGo. You hereby acknowledge that all intellectual property rights in MTradeGo's proprietary information shall belong to, remain with and be the sole property of MTradeGo.
- 22) This Agreement shall be governed by, and construed in accordance with, the laws of Malaysia. In case any dispute shall arise amongst any of the Parties hereto as to the construction of this Agreement or as to any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any question regarding its existence, validity or termination, such dispute or difference shall, if all the Parties to the dispute so consent in writing, be resolved by arbitration in Malaysia. Such arbitration proceedings shall be conducted in English and the award of the arbitrator shall be final and binding on the parties.

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