

ASIA FUTURE TRADING WEALTHCARE TERMS

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Asia Future Trading

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Introduction

The Terms and Conditions of Asia Future Trading WealthCare ("SWC Terms") apply to the asset management services provided by Asia Future Trading ("Asia Future Trading"). According to the Securities and Futures Ordinance, Asia Future Trading is regulated by the Securities and Futures Commission of Hong Kong. The relevant regulated businesses include securities trading (Type 1 license), futures contract trading (Type 2 license), leveraged foreign exchange trading (Type 3 license), providing advice on securities (Type 4 license), and providing asset management (Type 9 license), etc.

Definitions and Interpretations of Terms

In the SWC Terms, unless otherwise required below, the following terms shall have the following meanings:

- i. **"Account"** refers to the Asia Future Trading WealthCare Account, which is an account established and managed by Asia Future Trading in the name of the client for the purpose of providing asset management services;
- ii. **"Assets"** refer to the assets managed by Asia Future Trading for the client within the account under the asset management services, including financial products and liquid assets;
- iii. **"Asset Management Services"** shall have the meaning assigned to it in Clause 2.2 of these Terms;
- iv. **"Client Data"** shall have the meaning assigned to it in Clause 3.3 of these Terms;
- v. **"Client Relationship"** refers to the contractual relationship established between Asia Future Trading and the client in connection with the asset management services, which is governed by the SWC Terms and other applicable provisions;
- vi. **"Asia Future Trading WealthCare Plan"** means the document prepared by Asia Future Trading for the client, which sets out the principles, objectives, and investment strategies of the asset management services (as agreed from time to time between Asia Future Trading and the client); and Any term not defined above but used in the SWC Terms shall have the same meaning as defined in the General Terms of Business.

Asia Future Trading WealthCare Terms

1. Construction and Interpretation

- 1.1 The SWC Terms constitute part of the General Terms of Business, product disclosures, risk warnings, and all other terms that the client has confirmed and accepted at the time of becoming a client of Asia Future Trading or thereafter (as amended from time to time), and shall be read in conjunction with such terms. All such terms are available on the website and may be amended, revised, and/or supplemented from time to time.
- 1.2 In the event of any conflict or inconsistency between the SWC Terms and any of the aforementioned terms, the SWC Terms shall prevail.
- 1.3 Unless otherwise stated, references to “these Terms” refer to the SWC Terms.
- 1.4 Headings above the clauses are for ease of reference only and shall not affect the interpretation of the SWC Terms.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 References to a person in the SWC Terms shall include corporate entities, unincorporated associations, partnerships, any other legal entities, and individuals.
- 1.7 Unless otherwise required by law or the SWC Terms, the use of a durable medium for sending notices, announcements, or any other communications, or for providing documents, shall be deemed to satisfy the requirement of written form. If the law or the SWC Terms require the use of a specific format or standard document, the durable medium used must comply with such format requirements.

2. Authorization

- 2.1 Unless otherwise expressly agreed in writing, the SWC Terms shall apply to the asset management services provided by Asia Future Trading to the client. By accepting the SWC Terms and proceeding to open an account, the client acknowledges that they have read, understood, and agreed to be bound by the SWC Terms. If the client does not agree to be bound by the SWC Terms, they should not proceed with account opening, and Asia Future Trading will reject any such request or application for account opening.
- 2.2 From the date of acceptance of the SWC Terms:
 - i. Asia Future Trading shall provide the client with digital wealth management services, including formulating the Asia Future Trading WealthCare Plan for the client, exercising full discretionary management over the account, executing any transactions within the account, and performing all other necessary account activities. This includes executing, authorizing, and entering into asset transactions on behalf of the client in accordance with the Asia Future Trading WealthCare Plan (the “Asset Management Services”). The Asset Management Services shall be limited to the account and all assets within the account. Asia Future Trading shall provide the Asset Management Services solely for the client’s individual benefit, and all costs and risks shall be borne solely by the client;

Asia Future Trading WealthCare Terms

- ii. The client shall authorize Asia Future Trading to take any and all actions it deems necessary or appropriate, in its sole and absolute discretion, to perform the Asset Management Services on the client's behalf.
- 2.3 Without prejudice to any other provision of the SWC Terms, Asia Future Trading shall have the right to take all reasonable actions it deems necessary, in its sole and absolute discretion, for the provision of Asset Management Services, to ensure compliance with the rules, decisions, and agreements of regulated markets, other markets, and governmental authorities, and/or any applicable laws.
- 2.4 The client hereby authorizes Asia Future Trading, as well as any person duly authorized by Asia Future Trading to act as the client's agent (with full power of substitution), to act with full authority as the client's true and lawful agent, and on the client's behalf and in the client's name, to perform all acts that the client would otherwise be required to perform (including the execution and delivery of all such documents, agreements, and instruments, and any other acts necessary to perfect and implement such actions), for the purposes of:
- i. Executing any transactions or acting on any instructions relating to the client's account;
 - ii. Discharging any obligations owed by Asia Future Trading to the client under the SWC Terms;
 - iii. Taking any actions that Asia Future Trading, in its sole and absolute discretion, deems necessary or appropriate to protect its rights under the SWC Terms.
- 2.5 Without prejudice to Clauses 2.2 and 2.4 above, the client further authorizes Asia Future Trading to:
- i. Recommend investments or otherwise provide asset management services in accordance with the Asia Future Trading WealthCare Plan;
 - ii. Act as the client's agent to handle deposits, withdrawals, and/or associated currency conversions for the client's benefit (at exchange rates selected by Asia Future Trading, with Asia Future Trading being entitled to apply and charge a markup as specified in the Commission Charges and Margin Schedule), with all risks borne by the client;
 - iii. Execute, approve, and/or enter into transactions or other dealings related to the Asia Future Trading WealthCare Plan on behalf of the client (including decisions relating to corporate actions), and take any and all other actions that Asia Future Trading, in its sole and absolute discretion, considers necessary or desirable, including but not limited to selling or canceling any transactions, expediting payments, handling or liquidating assets (in whole or in part), making routine and/or day-to-day decisions, and undertaking any other actions that Asia Future Trading, in its sole and absolute discretion, considers appropriate;
 - iv. Determine how transactions conducted under the Asset Management Services and the Asia Future Trading WealthCare Plan are to be executed, including but not limited to the timing and duration of investments, whether to implement hedging measures against price, currency, or interest rate risks, the selection of investment instruments deemed suitable for hedging, and any other measures that Asia Future Trading may, in its sole discretion, consider appropriate to maximize returns on existing investments;

Asia Future Trading WealthCare Terms

- v. Aggregate transactions executed on behalf of the client with those executed on behalf of other clients of Asia Future Trading. As a result, the exact asset allocation across various financial instruments allocated to the client may differ slightly from any indicative descriptions provided by Asia Future Trading. Moreover, potential price movements and market fluctuations may affect the actual allocation of assets across various financial instruments in the Asia Future Trading WealthCare Plan, provided that such transactions, arrangements, and actions executed on behalf of the client comply with the provisions set forth in the Asia Future Trading WealthCare Plan.
- 2.6 The client acknowledges and accepts that, given the discretionary nature of the Asset Management Services provided by Asia Future Trading, the client will not be able to provide, modify, cancel, or amend specific account instructions or transactions.
- 2.7 If Asia Future Trading, in its sole and absolute discretion, considers that any instruction from the client may or is likely to result in the execution of an order that would breach (i) the rules of any regulated market, other market, governmental authority, and/or any applicable law, or (ii) the Asia Future Trading WealthCare Plan, then such instruction shall not be executed.

3. Risks and Suitability

- 3.1 Each investment under the Asia Future Trading WealthCare involves risk. Neither Asia Future Trading nor its representatives provide any guarantee of returns or make any similar commitments to the client.
- 3.2 The client expressly declares that they are aware of the nature, objectives, and risks of the asset management services described on the website, as well as the consequences associated with such services (as may be amended from time to time). In particular, the client confirms that they have read and understood the risks of asset management services under various market conditions and agree to fully bear such risks.
- 3.3 Asia Future Trading shall collect, record, and take into consideration all necessary information regarding the client's knowledge, investment experience, financial objectives, and risk tolerance (the "Client Data") in order to assess whether the asset management services are suitable for the client and to evaluate the associated risks. For the avoidance of doubt, the client acknowledges and accepts that Asia Future Trading may collect, record, or consider the following information before or during the provision of asset management services:
 - i. The client's employment status;
 - ii. The client's financial condition, including assets, liabilities, cash flow, and income;
 - iii. The source and amount of the client's fixed income;
 - iv. The client's financial obligations;
 - v. The client's current investment portfolio (including any life insurance policies);
 - vi. Whether the amount invested by the client represents a significant proportion of the client's total assets.

Asia Future Trading WealthCare Terms

- 3.4 Asia Future Trading shall collect Client Data through a questionnaire completed by the client, for the purpose of determining the Asia Future Trading WealthCare Plan. The client expressly and unreservedly represents and warrants that they will complete the questionnaire truthfully and accurately, and that all Client Data provided to Asia Future Trading is accurate, correct, complete, and up to date.
- 3.5 The client agrees and acknowledges that:
- i. The Client Data provided by the client shall form the basis upon which Asia Future Trading provides any advice or opinions under the Asset Management Services;
 - ii. Asia Future Trading shall be entitled to rely on and continue to rely on the Client Data provided by the client and act accordingly, without the need for further inquiry, verification, or review, and may treat all Client Data received as accurate, complete, and current at the time of providing Asset Management Services. If any Client Data provided is inaccurate or incomplete, or if the client fails to amend or correct such data, it may affect the suitability of the Asia Future Trading WealthCare Plan or any other advice, opinions, or decisions provided under the Asset Management Services. Asia Future Trading shall not be liable for any improper advice, opinions, or decisions arising from inaccurate or incomplete Client Data. In such cases, the client agrees to be fully responsible for ensuring the suitability and appropriateness of the Asia Future Trading WealthCare Plan or any such advice, opinions, or decisions;
 - iii. The client shall at all times be responsible for the truthfulness, accuracy, and completeness of any Client Data provided;
 - iv. The client shall promptly update any Client Data and promptly notify Asia Future Trading of any changes to such data;
 - v. Notwithstanding the foregoing, the client agrees that Asia Future Trading may, at any time, request confirmation from the client that the data previously provided has not materially changed, for the purpose of reassessing the client's risk tolerance, investment knowledge, experience, objectives, and/or specific needs.

4. Account

- 4.1 The account shall be opened by Asia Future Trading in the name of the client and must be used for the following purposes:
- i. To allow Asia Future Trading to manage the account assets on behalf of the client under the Asset Management Services;
 - ii. To process all transactions arising from fund transfers, financial instrument trades, and the crediting of interest and costs. All charges and fees related to the client's account (the "Charges") are published on the website and may be amended from time to time.

Asia Future Trading WealthCare Terms

- 4.2 Unless otherwise approved by Asia Future Trading, the client undertakes not to register more than one account and not to register an account on behalf of any person other than the client.
- 4.3 The client shall be responsible for:
- i. all instructions provided;
 - ii. the accuracy of all data provided (including any Client Data);
 - iii. the confidentiality of passwords and any other means of personal identification used to identify the client.
- 4.4 For the avoidance of doubt, Asia Future Trading reserves the right to reject any application to open an account or any application by a prospective client to receive Asset Management Services.

5. Risk Disclosure

- 5.1 The client represents and warrants that they understand and are fully aware of the risks associated with the Asset Management Services. In particular, the client understands that:
- i. The client's investment is not "capital guaranteed," and the client may lose all or part of their capital as a result of participating in the Asia Future Trading WealthCare Plan. No entity of Asia Future Trading, any entity within the Asia Future Trading Group, any introducing broker, or any representative under these Terms has provided any other guarantees, return assurances, or similar representations. Past performance of the same or similar investments does not indicate or guarantee future performance of the client's investments;
 - ii. If the asset is listed outside of Hong Kong, such investment will be subject to the laws and regulations of the jurisdiction in which it is listed, and the client acknowledges the risks involved in such investments, including but not limited to differences in regulatory regimes and investor protection, legal system disparities, jurisdiction-specific costs (including tax-related costs), counterparty risks in foreign markets, agent or brokerage risks, and risks related to political, economic, and social developments;
 - iii. The payments made or received in connection with transactions under the Asset Management Services are subject to fluctuations in specific financial markets or linked exchanges, and the client will be exposed to market fluctuations in price, exchange rates, interest rates, or other factors. If market conditions move adversely against the client's position, substantial losses may result. Understanding market trends is advantageous to the client, particularly with respect to potential gains/losses when interest rates rise or fall, and the potential extent of losses incurred if a position must be closed under unfavorable conditions. The client's positions may be liquidated at a loss, and the client shall be responsible for any resulting deficit in the Asia Future Trading account;
 - iv. If the currency used for pricing or settlement in transactions under the Asset Management Services differs from the currency used in the client's day-to-day business or accounting, foreign exchange fluctuations may impact profits/losses and investment outcomes.

Asia Future Trading WealthCare Terms

- 5.2 The client agrees that any opinions provided by Asia Future Trading will be based on data sources believed to be reliable; however, Asia Future Trading makes no express or implied representations or warranties as to the accuracy, completeness, or suitability of such opinions.
- 5.3 The client agrees to be solely responsible for independently reviewing and evaluating all investments, and for independently verifying any opinions, advice, views, perspectives, or data provided by Asia Future Trading. The client shall fully understand and be familiar with the SWC Terms and the risks involved, and agrees to accept the Asia Future Trading WealthCare Plan and any transactions under that plan only after having considered the client's own specific objectives, investment experience, knowledge, and unique requirements, and after independently reviewing and determining that the Asia Future Trading WealthCare Plan and/or the investment is suitable and appropriate for the client.
- 5.4 The client agrees and acknowledges that Asia Future Trading has informed the client of, and the client has received, read, and understood, all material features and risks associated with investments under the Asset Management Services, including but not limited to the following information:
- i. The nature and objectives of the investment;
 - ii. The principal benefits and risks of the investment;
 - iii. Detailed information about the investment provider;
 - iv. The principal rights of the client in relation to the investment;
 - v. The expected investment scope of the investment;
 - vi. The client's expected risk tolerance level for the investment;
 - vii. The commitments the client is required to make for the investment;
 - viii. The price of the investment;
 - ix. The charges and fees the client must bear in connection with the investment;
 - x. The frequency of investment-related reporting to the client;
 - xi. Any applicable fees or restrictions on the redemption, withdrawal, or claims procedures related to the investment;
 - xii. Any applicable notices, exemption clauses, and disclaimers;
 - xiii. Information on where the prospectus (if applicable) or a summarized version thereof (as deemed appropriate by Asia Future Trading) can be obtained.

Asia Future Trading WealthCare Terms

- 5.5 The client expressly acknowledges their willingness to bear all economic consequences and risks of the investment, and has, where necessary, consulted their own tax advisors, legal counsel, and other professional advisors.
- 5.6 The client also acknowledges that Asia Future Trading may derive benefits from reports, recommendations, or investment decisions, and/or may otherwise benefit from the client's investments.
- 5.7 Asia Future Trading utilizes proprietary algorithms to provide Asset Management Services, including but not limited to portfolio optimization, portfolio rebalancing, and portfolio return simulation. The underlying input data and assumptions are based on external data sources. Asia Future Trading does not guarantee the accuracy or reliability of such data. Under exceptional market conditions, Asia Future Trading reserves the right to override the automated algorithm or suspend the provision of Asset Management Services. Asia Future Trading also reserves the right to make material adjustments to the algorithm in the future as it deems necessary.

6. Amendments

- 6.1 Asia Future Trading shall have the right to make amendments to the SWC Terms that are favorable to the client without prior notice.
- 6.2 Asia Future Trading may make amendments to these Terms that are not favorable to the client at any time, provided that the client is notified via a durable medium at least one month in advance.
- 6.3 All transactions entered into between the client and Asia Future Trading prior to the client's acceptance of the SWC Terms (including the rights and obligations of both parties in respect thereof) shall be governed by the SWC Terms.
- 6.4 If the client does not notify Asia Future Trading of their rejection of any amendment before the proposed effective date of such amendment, the client shall be deemed to have accepted the amendment. If the client notifies Asia Future Trading of their non-acceptance, the client shall be deemed to have elected to terminate the relationship with Asia Future Trading.

7. Governing Law and Jurisdiction

- 7.1 The client relationship, any agreements in effect at any time between Asia Future Trading and the client, the SWC Terms, and any contractual or non-contractual obligations arising from or in connection with the foregoing shall be governed by and construed in accordance with the laws of Hong Kong.
- 7.2 The client and Asia Future Trading agree that the courts of Hong Kong shall have exclusive jurisdiction over any disputes relating to (i) the client relationship and (ii) the SWC Terms.
- 7.3 This Clause 7 shall survive the termination of the client relationship.

Asia Future Trading WealthCare Terms

8. General Provisions

- 8.1 If, at any time, any provision of the SWC Terms becomes illegal, invalid, or unenforceable under the laws of any jurisdiction, the legality, validity, or enforceability of the remaining provisions of the SWC Terms under the laws of that jurisdiction shall not be affected, nor shall the legality, validity, or enforceability of that provision under the laws of any other jurisdiction be affected.
- 8.2 The client may not assign or transfer any of their rights or obligations under the SWC Terms. No person other than a party to the SWC Terms shall have any right to enforce any provision of the SWC Terms under the Contracts (Rights of Third Parties) Ordinance (Cap. 623).
- 8.3 The rights and remedies provided under the SWC Terms are cumulative and are not exclusive of any rights and remedies provided by law.
- 8.4 If Asia Future Trading fails to exercise, or delays in exercising, any right, power, or legal remedy under the law or the SWC Terms, or exercises it only partially or inadequately, such failure:
- i. shall not prevent or restrict any further or other exercise of that right, power, or legal remedy;
 - ii. shall not be deemed a waiver of that right, power, or legal remedy.
- 8.5 Unless otherwise expressly agreed in writing by the waiving party, any waiver of a breach of the SWC Terms shall not be deemed to be a waiver of any subsequent breach of the same provision, nor shall it be construed as permitting the continuation of such breach.
- 8.6 Asia Future Trading or a third party may provide the client with a translated version of the SWC Terms. In the event of any inconsistency between different language versions of the SWC Terms, the English version shall prevail.
- 8.7 Communications between the client and Asia Future Trading shall be conducted in English or in any other language mutually agreed upon in writing by both parties.
- 8.8 The client acknowledges and accepts that Asia Future Trading may suspend services on public holidays in Hong Kong.
- 8.9 In the event of any conflict between the SWC Terms and the applicable rules of a regulated market, the rules of the regulated market shall prevail.