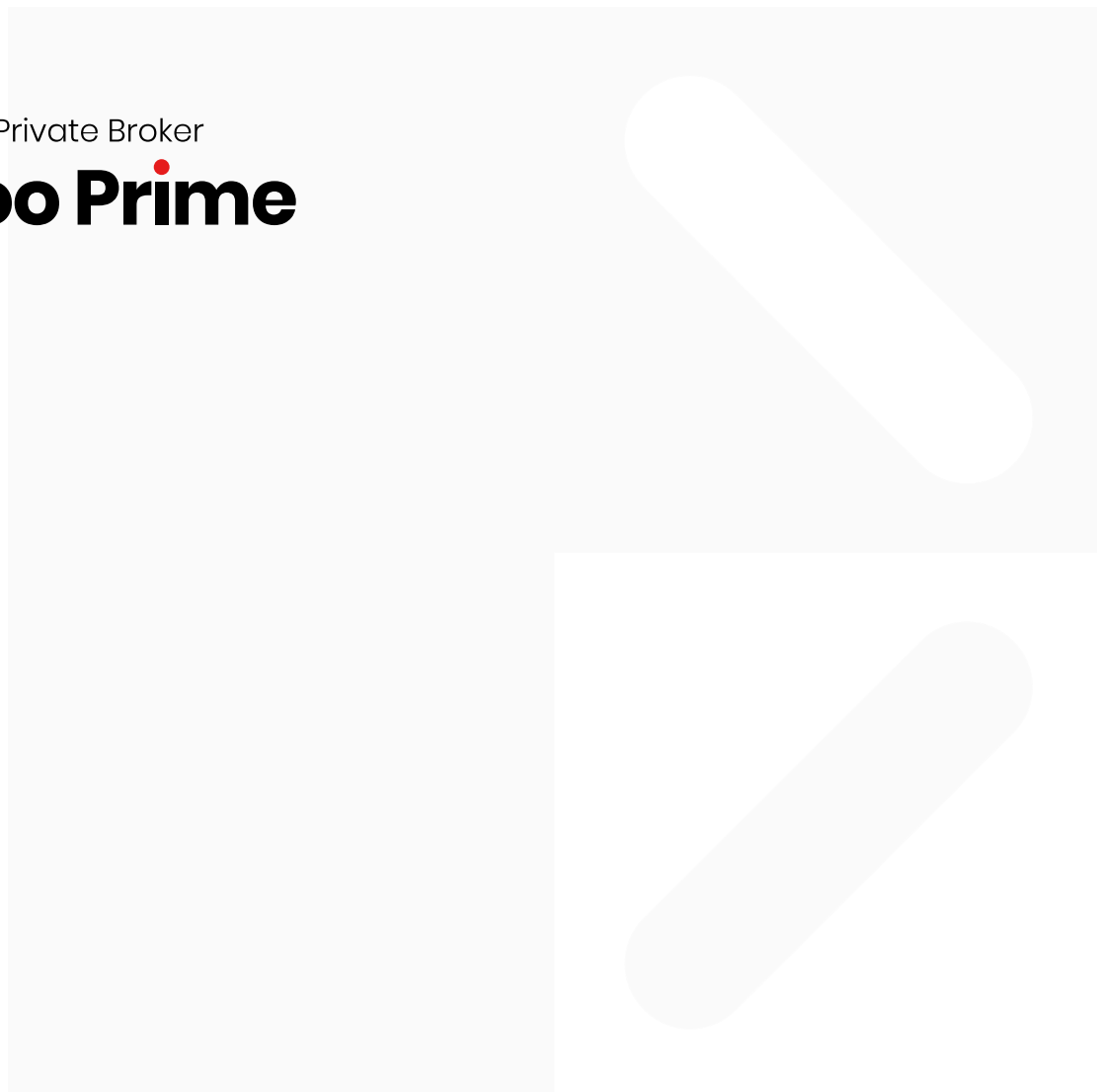




Your Private Broker

Doo Prime



Agreement: Authorized Trading For The Copy Trading System

1. INTRODUCTION

- 1.1 This Agreement is entered between Doo Prime and the Client.
- 1.2 This Agreement shall govern the authorization on using the Copy Trading System subject to the following terms and conditions.
- 13 The official language of this Agreement shall be English. Doo Prime may provide this Agreement in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Agreement and any other language version, the English version shall prevail.

2. DEFINITIONS AND INTERPRETATION

- 2.1 Throughout this Agreement, unless the context otherwise requires, the following words and expressions shall bear the following meanings:
 - (a) “Account” means the assigned account that is created for the Client when the Client opens a trading account with Doo Prime, including but not limited to trading account, cash account, financial derivatives account and electronic wallet;
 - (b) “Applicable Statutes And Regulations” means:
 - (i) statutes, rules or orders of the Relevant Regulatory Authorities;
 - (ii) statutes, rules or orders of the relevant regulatory authorities in the Client’s jurisdiction;
 - (iii) the rules of the relevant financial exchange market; and
 - (iv) all other applicable laws to this Agreement (and each as amended from time to time as applicable to this Agreement);
 - (c) “Authorized Trading” means management of the trading instruments within the Follower’s Account without any prior consultation or manual intervention from the Follower, as described in Clause 3.2;
 - (d) “Authorized Trader” means the party who has authorized the Authorized Trading to enable the Followers to copy his trades;
 - (e) “Client” means an individual of full age and capacity or a legal entity;
 - (f) “Client Agreement” means the agreement entered between the Client and Doo Prime, as published on Doo Prime’s website and CRM System;
 - (g) “Doo Prime” means any one of the following entities, as may be applicable:
 - (i) Doo Prime Seychelles Limited, Republic of Seychelles. Doo Prime Seychelles Limited is a licensed securities dealer, authorized and regulated by the Seychelles Financial Services Authority, and the regulatory number is SD090;

- (ii) Doo Prime Mauritius Limited, Republic of Mauritius. Doo Prime Mauritius Limited is a licensed investment dealer, authorized and regulated by the Mauritius Financial Services Commission, and the regulatory number is C119023907;
- (iii) Doo Prime Vanuatu Limited, Republic of Vanuatu. Doo Prime Vanuatu Limited is a licensed financial dealer, authorized and regulated by the Vanuatu Financial Services Commission, and the regulatory number is 700238.
- (h) “Follower” means the party who has authorized the Authorized Trading to copy the trades performed by the Authorized Trader;
- (i) “High Water Mark” means the highest amount of the Follower’s funds managed by the Authorized Trader after the settlement date, for example:
 - (i) the Client’s funds managed by the Authorized Trader originally has USD1,000, the Authorized Trader earned a profit of USD100, bringing the total amount of the Client’s funds into USD1,100. The High Water Mark is now USD1,100;
 - (ii) the Client’s funds managed by the Authorized Trader originally has USD1,000, the Authorized Trader made a loss of USD100, bringing the total amount of the Client’s funds into USD900. The High Water Mark will remain at USD1,000;
- (j) “Party” means the Client or Doo Prime (collectively, “Parties”);
- (k) “Relevant Regulatory Authorities” means the relevant regulatory authority which may be applicable to Doo Prime’s business operation and service providers, including but not limited to the United States Securities and Exchange Commission, the United States Financial Industry Regulatory Authority, the United Kingdom Financial Conduct Authority, the Australian Securities & Investments Commission, the European Securities and Markets Authority, the Seychelles Financial Services Authority, the Mauritius Financial Services Commission, the Vanuatu Financial Services Commission and etc.
- (l) “Remuneration” means the applicable monthly fixed charges, trading commission, profit sharing charges, performance fee charges, annual management fee and other relevant charges as described in Clause 4A;
- (m) “Trading Platform” means Doo Prime’s electronic trading platform facility;
- (n) “Transaction” or “Transactions” means:
 - (i) the opening or closing of trades, orders or positions; and
 - (ii) deposits, withdrawals, internal fund transfer and all other fund movement activities;whether by Doo Prime or the Client, in accordance with the terms of this Agreement.

2.2 The meanings of words and expressions that were not defined in this Agreement shall follow the definitions described in the Client Agreement.

3. AUTHORIZED TRADING AS A FOLLOWER

3.1 The Copy Trading system allows the Client to act as an Authorized Trader or a Follower at the Client's sole discretion.

3.2 When the Client acts as the Follower, the Client authorizes the Authorized Trader to manage the trading instruments within the Client's Account without any prior consultation or manual intervention from the Client, including but not limited to the authority described in Clause 3.5 below ("Authorized Trading"). The Authorized Trading shall be managed by the Authorized Trader to execute copy trading automatically for all trading instruments available on the Trading Platform via the Copy Trading system.

3.3 The Client has considered the Client's personal financial condition prior engaging the Authorized Trading. The Client understands that the Authorized Trading is highly speculative and that the Client could sustain significant losses within a short period. Doo Prime is unable to provide any guarantee as to the performance of any particular investment or the Authorized Trader.

3.4 It is the Client's sole discretion to appoint the preferred Authorized Trader and the Client is solely responsible for any actions and losses that may arise in the Client's Account.

3.5 If the Client wishes to act as Follower, the Client appoints and authorizes the Authorized Trader to do the following without prior consultation from the Client:

- (a) purchase, sell, hold, and manage the trading instruments in the Client's Account;
- (b) set, edit and modify dealing and trading rules and preferences related to the Client's Account, including but not limited to enabling trailing stops and setting roll instructions;
- (c) take all necessary actions to enable the Authorized Trader to effectively exercise the authority conferred in hereto and for any incidental and consequential actions.

3.6 The Authorized Trading shall not be executed when:

- (a) the Client's Account does not have enough funds to open a new position;
- (b) the volume of the trade to be copied onto the Client's Account is less than the minimum trade volume set by the Doo Prime on the trading server for the particular trading instrument;
- (c) the Authorized Trader has temporarily suspended or terminated the Authorized Trading;
- (d) the Authorized Trading has been disabled for the profile of the Client's Account or Authorized Trader's account due to debt or any other reasons;
- (e) the Client's equity is less than or equal to the equity stop copying level;

(f) the Client lacks funds in the Account to pay the Remuneration.

3.7 The Client acknowledges that the Client shall not have any right to alter or amend the trading orders placed within the Authorized Trading.

4. AUTHORIZED TRADING AS AN AUTHORIZED TRADER

4.1 The Client reserves the right to register any of his accounts as an Authorized Trader's account to release the trading signals. By registering as an Authorized Trader, the Client has consented and allowed other clients to copy trades from the Client's account.

4.2 The Client as the Authorized Trader represents and warrants to Doo Prime, and agree that each such representation and warranty is deemed repeated as long as the Authorized Trading remains valid, that the Client shall:

- (a) perform the Authorized Trading in good faith and for the full benefit of other clients;
- (b) at all times comply with all Applicable Statutes And Regulations and shall not use the services for Authorized Trading for any unlawful purposes;
- (c) comply with the terms of conditions of the Client Agreement;
- (d) use the multi-account management tools and any other tools and methods provided by Doo Prime from time to time to perform the Authorized Trading;
- (e) not engage in illegal and immoral activity, including but not limited to money laundering, any form of market abuse, hedging, fraud, or any other forms of deceitful or fraudulent activity;
- (f) not execute highly complex or sophisticated Transactions for the purposes of obtaining additional Remuneration, rebates or other forms of benefit;
- (g) not contravene any primary or secondary legislation or other law against insider dealings, market manipulation, market abuse, related party transaction or other market distortion behaviour which is in breach of Applicable Statutes And Regulations.
- (h) not use any software, programs, algorithms or applications other than those provided by us, either directly or indirectly to:
 - (i) manipulate or take unfair advantage of the Trading Platform; or
 - (ii) apply any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which we construct, provide or convey our bid or offer prices;
- (i) not adopt any trading strategies aimed at exploiting errors in prices and/or trading at off-market prices, or take advantage of internet delays.

4.3 If the Client as the Authorized Trader breaches any of the representations described in Clause 4.2 or any of the terms and conditions of this Agreement, Doo Prime reserves the right to:

- (a) restrict, suspend or revoke the Authorized Trading temporarily or permanently;
- (b) open and/or close any position available on the Trading Platform; or
- (c) exercise its full legal rights in claiming damages from the Authorized Trader, including but not limited to set off or deduct funds in the Authorized Trader's account, for any loss or damages suffered by the Client.

4.4 Doo Prime will not be charging any additional annual or account maintenance fee on the Authorized Trader, but reserves the right to impose any applicable charges on the Authorized Trader in the future.

4A. FEES AND REMUNERATION

4A.1 The applicable monthly fixed charges, trading commission, profit sharing charges, performance fee charges, annual management fee and other relevant fees payable by the Follower to the Authorized Trader for the Authorized Trading may either be:

- (a) dealt and discussed privately between the Follower and the Authorized Trader and set forth in the Copy Trading system; or
- (b) based on a cut or fixed percentage from the High Water Mark set forth in the First Schedule, whereby the charges shall only be applicable when there is a new High Water Mark;

("Remuneration"). The Follower shall read and accept the applicable Remuneration imposed by the Authorized Trader prior to the Authorized Trading.

4A.2 Once the Follower accepts the Authorized Trading, the Remuneration may be automatically deducted from the Follower's Account and paid directly to the Authorized Trader's Account.

4A.3 In the event the Follower do not have sufficient funds in the Account for the Authorized Trading, the Follower acknowledges that the Authorized Trading shall remain in force and the Follower is obliged to pay all outstanding Remuneration for the Authorized Trading upon notice.

4A.4 The Authorized Trader may provide additional services at additional costs to the Follower. The Follower acknowledges the additional services are provided independently by the Authorized Trader. Doo Prime shall not entertain any dispute and any claim as a result of the Authorized Trading and the additional services provided.

5. CLIENT'S REPRESENTATIONS AND WARRANTIES

5.1 The Client represents and warrants to Doo Prime, and agree that each such representation and warranty is deemed true as long as the Client's Account remains valid:

- (a) the Client is an individual of sound mind, full age and legal competence, or if the Client is a corporate body, the Client warrants that he is legally incorporated and the authorized representative shall have full authority in dealing with the Account;

- (b) the Client has obtained all corporate, governmental, regulatory and other consents or approvals necessary for the execution, delivery and performance of this Agreement;
- (c) the Client has full power and lawful authority to execute, deliver and perform this Agreement;
- (d) that execution of this Agreement and the Authorized Trading will not violate any Applicable Statutes And Regulations, law, statutes or regulations applicable to the Client;
- (e) no winding-up petition has been presented, no order of court has been made, no bankruptcy action has been initiated against the Client, no resolution has been passed for the winding-up of the Client or for the appointment of liquidator or a provisional liquidator of the Client;
- (f) at all times comply with all Applicable Statutes And Regulations and shall not use the services for Authorized Trading for any unlawful purposes;
- (g) the Client is willing and financially able to sustain a total loss of all the Client's funds paid to as a result of the Authorized Trading.

6. RISK DISCLOSURE AND ACKNOWLEDGEMENT

6.1 The Client acknowledges and accepts that:

- (a) the Client has read and acknowledges the trading risks described in the Risk Disclosure and Acknowledgement Notice and the Client Agreement;
- (b) the risks described in the Risk Disclosure and Acknowledgement Notice and the Client Agreement may arise in relation to the Authorized Trading from Doo Prime and the Authorized Trader;
- (c) the Client is financially willing and capable of assuming the risk of trading in speculative investments;
- (d) the Authorized Trader is an independent contractor without any sort of employment, partnership or joint venture relationship with Doo Prime;
- (e) the Follower may achieve a materially different result than others in the system of the Authorized Trading, due to the Follower's additional, modification or cancellation of orders generated by the Authorized Trading system;
- (f) there might be a significant difference between hypothetical results and real-life trading results due to a variety of trading factors;
- (g) past performance of an investment is not an indication of its performance in the future, and neither Doo Prime or the Authorized Trader guarantees the future performance of the account, any specific level of performance, the success of any investment strategy or the success of the Authorized Trading;

- (h) the Client executes the Authorized Trading at the Client's own risk and Doo Prime, its affiliates, related parties and employees will not be liable for any losses that the Client may sustain as a result of the Client's usage of such feature;
- (i) the Authorized Trader may engage in high-risk trading behaviours which are inconsistent with the Follower's trading habit or trade products which the Follower is unfamiliar with;
- (j) the Authorized Trader may suspend and/or terminate the Follower from the Authorized Trading or any specific trading instruments from the Authorized Trading at any time without any prior notice;
- (k) Doo Prime is only acting as a service provider for the Authorized Trading:
 - (i) the Authorized Trading shall not in any circumstances constitute as any investment advice by Doo Prime, our affiliates or third-party service providers;
 - (ii) other than errors and malfunctions within the Trading Platform, Doo Prime shall not resolve and entertain any dispute between the Client and the Authorized Trader;
 - (iii) Doo Prime exclude all liabilities incurred by the Authorized Trader.

6.2 The Client acknowledges that all Transactions under this Agreement shall subject to the Applicable Statutes And Regulations wherein:

- (a) if there is any conflict between this Agreement and any Applicable Statutes And Regulations, the latter shall prevail;
- (b) Doo Prime reserves the right to take any necessary and reasonable action in relation to any Transaction and Account in ensuring compliance with any of the Applicable Statutes And Regulations; and
- (c) all actions taken by Doo Prime in compliance with the Applicable Statutes And Regulations shall be irrevocably binding on the Client.

6.3 The Client acknowledges the following risks in relation to the Authorized Trader:

- (a) any past performance of the Authorized Trader, risk score, statistics and any other information in relation to the Trader appearing on Doo Prime's websites and applications are not indicative of future results;
- (b) the Authorized Trader's risk scores, statistical information and historical performance are not a guarantee or representation of future performance;
- (c) Doo Prime does not guarantee that the Account will or is likely to achieve profits or losses similar to the past performance or risk score shown; and
- (d) the execution price of orders on the Client's Account may differ from the execution price on the Authorized Trader's account and Doo Prime shall not be liable to compensate for the possible difference in profit/loss and Remuneration for such transactions.

6.4 The risks disclosed in this Agreement and the Risk Disclosure And Acknowledgement Notice are non-exhaustive and may not have disclosed or explained all of the risks associated with dealing with the trading instruments. The Client should seek independent advice if the Client does not understand the risks explained herein.

6A. TERMINATION

6A.1 Without prejudice to any rights and remedies and other provisions of this Agreement, the Follower and the Authorized Trader may terminate the Authorized Trading and this Agreement immediately through the CRM System.

6A.2 The Client acknowledges that Doo Prime may at its sole and absolute discretion, with or without notice to the Client:

- (a) restrict, suspend or revoke the Authorized Trading temporarily or permanently;
- (b) open and/or close any position available on the Trading Platform;
- (c) terminate this Agreement.

6A.3 Doo Prime may exercise its rights under clause 6A.2 in the event:

- (a) the Client breaches any material terms and conditions of this Agreement;
- (b) the Authorized Trader has committed any act which may damage the reputation or interests of Doo Prime;
- (c) the Authorized Trader is no longer fit, proper or has lost the necessary qualifications required for the Authorized Trading;
- (d) the Client has insufficient funds to pay the Remuneration when the Remuneration is due;
- (e) the Client violated or breached of Applicable Statutes And Regulations or any legislation;
- (f) Doo Prime considers it necessary to prevent a violation of Applicable Statutes And Regulations;
- (g) any Transaction or combination of Transactions or any realised or unrealised loss on any Transaction or combination of Transactions executed by the Client exceeded the credit limit available to the Client;
- (h) the Client has breached any other Doo Prime's policies or procedures;
- (i) Doo Prime has reasonable grounds to believe that the Client has not acted in good faith; or
- (j) any other circumstances where Doo Prime has reasonable grounds to believe that it is necessary to exercise its rights under Clause 6A.2.

6A.4 After termination of the Authorized Trading and this Agreement, the refund of the Follower's funds and the Remuneration payable to the Authorized Trader shall be adjusted accordingly.

7. EXCLUSION AND LIMITATION OF LIABILITY BY DOO PRIME

7.1 The services for Authorized Trading shall be provided on an "as is, where is" basis. Doo Prime makes no express or implied representations or warranties as to:

- (a) availability, accuracy or completeness of the Authorized Trading;
- (b) that the system and services for the Authorized Trading shall or will be uninterrupted, error-free or available at all times;
- (c) that the system and services for the Authorized Trading are free from viruses, bugs or anything else with destructive properties;
- (d) the system, services or software provided by Doo Prime or their third-party service providers, licensors or outsourced parties;
- (e) hyperlinks on Doo Prime website linking to other third-party website; and
- (f) compatibility of the Client's computer equipment with the system and services for the Authorized Trading.

7.2 Subject to the duty and obligations owed by Doo Prime to the Client under Applicable Statutes and Regulations, Doo Prime shall not be liable for any direct, indirect, potential, consequential or incidental loss, loss of profits, loss of goodwill, reputational damage and loss of opportunity as a result of (including but not limited to) the following:

- (a) the Authorized Trading;
- (b) any item in Clause 7.1 and risks disclosed in Clause 6;
- (c) the Client's breach of any Applicable Statutes and Regulations or this Agreement;
- (d) any viruses or security breaches introduced into the Client's equipment or systems via Doo Prime's website or any software published, provided that Doo Prime has taken reasonable steps to prevent any such introduction;
- (e) transmission errors, delay, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers;
- (f) accuracy, completeness or delay of the information or advice provided by a third party;
- (g) Doo Prime's compliance with the Applicable Statutes and Regulations;
- (h) unauthorized access to the Client's Account or personal data due to the Client's negligence or malicious third parties;

- (i) any Force Majeure Event or Specified Default Event as set forth in the Client Agreement;
- (j) any alteration, deletion, damage to the Client's data storage;
- (k) any inaccuracy, error, delay, omission, non-performance, interruption in any data, information or message;
- (l) any hardware, software, connection bugs from the Client's side;
- (m) solvency, acts or omissions of any Doo Prime's licensors, providers or related companies;
- (n) the Transactions entered by the Client;
- (o) any of the risks and warnings introduced to the Client in this Agreement and the Client Agreement;
- (p) any lost profit or losses, which may directly or indirectly occur as a result of the trading operations performed or omitted by the Client; and
- (q) the Client's written or oral instructions.

8. CLIENT'S INDEMNITY AGAINST DOO PRIME

- 8.1 Save as otherwise expressly provided herein, the Client agrees and undertakes with Doo Prime to indemnify and hold Doo Prime, Doo Prime's associates, related companies, third-party service providers, licensors harmless from and against any damage or loss suffered, incurred or sustained by that Doo Prime, or to which that Doo Prime becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or non-fulfilment of or failure to perform any covenant or obligation contained in this Agreement by the Client.
- 8.2 The Client acknowledges that this responsibility shall include but not limited to any legal and administrative costs and expenses incurred.

9. GOVERNING LAW AND JURISDICTION

- 9.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the following jurisdictions, as may be applicable:
- (a) Republic of Seychelles;
 - (b) Republic of Mauritius; or
 - (c) Republic of Vanuatu.
- 9.2 Nothing in this Agreement shall limit or prohibit Doo Prime's right to initiate legal proceedings against the Client in other courts of competent jurisdictions, and the legal proceedings in one or more jurisdictions shall not preclude the initiation of legal proceedings in any other jurisdiction.

10. MISCELLANEOUS

- 10.1 Time, wherever mentioned in this Agreement, shall be of the essence.
- 10.2 This Agreement shall not be construed as a joint venture or partnership between Doo Prime and the Client. The Client acknowledges that Doo Prime may provide the Trading Platform to other parties and Client, and agree that nothing in this Agreement shall prevent Doo Prime from providing such services.
- 10.3 Without prejudice to any other rights or remedies a party may have, each Party acknowledges and agrees that damages may not be an adequate remedy for any breach of this Agreement and the Parties shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.
- 10.4 No exercise or failure to exercise or delay in exercising any right, power or privilege vested in any party shall operate as a waiver thereof or of any other right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver by a party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- 10.5 If any provision of this Agreement or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent. In the event of such partial invalidity, the Parties agree in good faith to replace any such legally invalid or unenforceable provision with valid and enforceable provisions that, from an economic viewpoint, most nearly and fairly approach the effect of the invalid or unenforceable provision.
- 10.6 Unless otherwise provided, the rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy otherwise provided by law.
- 10.7 This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all negotiations, commitments and writings prior to the date hereof.
- 10.8 The Parties may affix their signatures electronically. The Parties acknowledge that electronic signatures shall be equivalent to a handwritten signature in this Agreement and shall be legally binding on both the Parties.

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