

Terms of service

The following terms and conditions are subject to revise and change without notice, taking into effect from January 1st, 2020.

1. [Scope of contract]

Before entering into a contractual relationship with us, you must carefully read the agreement and understand and agree to the terms of use.

2. [Company]

2.1 In this Agreement, the words "Company" or "Us/our" refers to NGEL PARTNERS PTE. LTD. Our operational and registered address is located at Ubit B, Lot 49, 1st Floor, Block F, Lazenda Warehouse 3, Jalan Ranca-Ranca, 87000 F.T Labuan, Malaysia.

3. [Business contents]

3.1. Our company provides trading services such as OTC foreign exchange, foreign exchange futures, cryptocurrency futures.

3.2. The non-proprietary platforms we use are:

"Metatrader 4 (Exclusive rights of Metaquotes Software Inc.) Metatrader 4 Mobile – (Exclusive rights of Metaquotes Software Inc.)"

4. [Operating a trading account]

4.1. Opening a trading account : You need to open an account to start trading. There are many types of accounts, you can change or upgrade your account as needed. However, each customer can only operate one trading account. If a customer opens more than one account, the company reserves the right to close all other additional accounts and all related trading positions.

4.2. Customer Information Manual (KYC): In the process of opening an account, you need to agree in providing your most recent information without any false statements. We must verify and record the information of all individuals who wish to open an account. We may also require specific documents to verify the correct information provided. These specific documents are those issued by the state, government and formal institutions in inclusion of such as identification cards, passports, utility bills, bank statements and so on. This agreement still applies to authorized representatives that are acting on your behalf."

4.3. When opening an account for security and management, you must set up a user ID and password. This information should be never shared with others, and be used carefully in public places. You are obligated to protect the information related to your account and you must immediately notify us in writing if you suspect that someone other than you is using our services with your account.

4.4. Account separation : We are a company providing financial services that seeks transparency in

all our relationships with you. All funds we receive from you are treated as "your money" and are stored in accounts of reputable and well-known banking institutions we have selected. We regularly review and monitor how your account is managed and operated in accordance with applicable laws.

4.5. Account Currency: All fees subjected to opening and managing of the account must be paid in the currency of your choice at the stage of when opening the account.

4.6. Payment method: We accept funds available such as banks, debit cards, credit cards, and cryptocurrencies designated by us (BTC, ETH, etc.). The following is a list of the four payment methods you can choose to trade:

- Debit/credit card payment
- Bank transfers
- E-wallet
- Cryptocurrency Wallet

4.7. Deposits and withdrawals

4.7.1. Documents : To apply for a withdrawal, you must provide us with a document certifying your identity so that we can verify you in accordance with the cooperative company's regulations or our internal policy.

4.7.2. Card : In the case of a refund, when in paid by a debit or credit card, the refund will be made to the account where the card has been issued from. The account chosen for the refund will be made at our discretion.

4.7.3. Withdrawal : The amount of your withdrawal may differ from the time of deposit depending on the circumstances of fees incurred when: converting currencies and prices of cryptocurrencies or foreign exchanges fluctuate. There may also be some delay in this process.

4.7.4. Bank transfers: When depositing funds through the bank, you must make a deposit through your own account. This is a mandatory requirement under the regulations of anti-money laundering. It must be sent to us from the bank using the SWIFT code or remittance confirmation to indicate the official source of the funds otherwise the funds will be returned back to you.

When in return, the fund may only be returned to the account of origin."

4.7.5. E-wallet payment: When depositing funds through the e-wallet, there may be additional charges and other conditions depending on the policies of the e-wallet company you are using. For more information, please refer to the terms and conditions of your electronic wallet company. In the case of a refund, you may need to refund through an alternative method other than an e-wallet.

4.7.6 Deposit Limits: The limit of the deposit may be limited in accordance to our policy.

4.8. Account Archiving (for Metatrader4 (MT4) platform users only)

4.8.1. Archiving Requirements: Every Sunday, if all of the following conditions are met, it will be automatically stored in your MT4 account

① Account is inactive over 180 days (last login to MT4 account)

② When the account balance is 0

③ If there is no trading positions in the account

④ If the position has not been closed during the period of inactivity (when there are no transaction activities such as agent commission transfers and deposits or withdrawals).

4.8.2. Reactivating your archiving account: You can activate your archived account at any time without penalties or charges.

4.9. Blocked accounts: Accounts that have not been traded for 12 consecutive months are considered to be blocked accounts. If the balance of a blocked account is less than US \$25, the entire balance will be charged by us for maintenance, renewal, and administration fees of the account. Account fees for blocked accounts are charged every six months.

5. [Marketing/Promotion]

5.1. The company may also run promotions periodically. Each promotion has its own terms and conditions which require each participant to have the obligation of reading and understanding carefully when participating. If you do not agree to the terms, it is recommended that you do not participate.

6. [Termination]

6.1. You must notify us in writing to terminate your account. You must notify us in written communication unless there was prior notice arranged to immediately terminate the contractual relationship with us.

6.2. Immediate/early termination includes, but is not limited to:

- Malicious behavior (abuse of news gap and break gap transactions)
- Violating the provisions of this Agreement
- Performing unauthorized changes to system, software and platform
- Actions that could jeopardize our business
- Misleading statements
- Fraudulent information or false statements
- Default on payments
- Conviction or accusation of illegal activities (whether fraudulent or criminal)
- Bankruptcy, in receipt of both parties
- Restrictions by judicial authorities

- Other reasons we consider as appropriate and necessary
- Unauthorized activities

7. [Unauthorized behavior]

7.1. By using our services, you agree to not violate our policies that are not permitted. The following actions are not permitted, but are not limited to:

- Money laundering: The act of attempting to withdraw funds without any transactions, provision of inaccurate contact information, altered certificates and other actions that raise concerns with the possibility of money laundering
- Arbitrage trading: Arbitrage trading refers to excessive trading through irregular approaches that are distant to general trading.
- Inappropriate use of documents: All customers must provide documents that verifies their identity and current residential address. Credit card payments may also require verification. "Inappropriate documents" refer to documents that have been illegally modified or forged.
- Excessive leveraging: Opening trading positions using all available margins is risky. This strategy highly increases the risk of causing your funds to be liquidated due to significant negatives on your assets.
- Over-the-counter trading: You cannot engage in activities related to purchasing financial products at a price other than the market price at the time of purchase.
- Escape: "Escape" refers to excessively processed transactions aimed to create commissions purposes. There are no quantitative measures of escape, but frequent trades that do not meet the customer's investment goals can be interpreted as an evidence of escape.
- Operating multiple accounts: You cannot trade using someone else's account or let others use your account to trade. If multiple accounts are (1) operated in the same location (2) using the same IP address (3) showing the same patterns of deposits and withdrawals (4) hold similar or identical account names; we reserve the right to close all positions and block transactions in all relevant accounts."
- Trade Abuse between News and break intervals: Some products have weekly closing times. It is commonly expected for the last price (before closing) and the first price (after closing) to be significantly different, and there is no market available for trading in between.

We prioritize in providing guaranteed stop loss, secure profits, pending orders and protect negative balances for your safe trading environment. Inappropriate uses of these features is prohibited and this includes:

- (1) opening a position minutes or seconds before a break or news release to create profit in

order to avoid the risk of market fluctuations (2) A position larger than the account balance held (3) Interests in other than the market such as generating profit from guaranteed sales loss and negative balances.

8. [Intellectual property rights]

8.1. Proprietary platform: All intellectual property rights to the services we provide belong to our company. Intellectual property refers to any business sources we own; including platforms, softwares, processes, source codes, websites, designs, databases, trademarks and logos, guidelines, trade secret, business plan, promotional and marketing materials and any other associated business data. We reserve all rights to intellectual property under this agreement in all forms.

9. [Non-exclusive license for platform use]

9.1. We only permit access by granting you a non-exclusive and non-transferable license when utilizing our proprietary platforms as well as third-party platforms of our serviced products and services.

We own proprietary content and do not allow any of the following attempts without permission:

Copy, merge or transfer, lease, sublicense, distribution, transfer, adapt, upgrade, modify, translate or timeshare, reverse engineering, disassemble, decompile, change or alter in whole or part of the intellectual property; make variations, modifications, improvements or enhancements to the system; alter or modify to parts or all the contents of the online accounts or third-party accounts managed under the operation of our company; using the system to archive price data or any other data provided through the system in any form without prior consent.

Non-proprietary platforms are owned by third parties. Separate terms and conditions may apply.

10. [Exclusion of liability]

10.1 You must be 18 years of age or older to enter into a contractual relationship with our company.

10.2 You understand that our current services are only offered electronically. Mobile applications including proprietary or third-party systems in relation to the following are not compatible with our system: internet connections, power cuts, telecommunication failures, high internet traffic demand and malicious interference/access to systems or hardware errors. We cannot guarantee on behalf of third parties that their owned or managed software and/or systems will be uninterrupted and error-free at all times.

10.3 You must be aware of direct/indirect exposures to computer viruses or other harmful malicious data, malware, or harmful devices.

10.4 Under no circumstances shall we be liable for any loss of profit under special, incidental or consequential damages caused by in relation with the website, system, products and services. Exclusions only apply to as provided in this Agreement.

11. [Disclaimer]

11.1 You agree to us that we are not responsible for any losses, damages, liabilities, costs caused to you and may result in a breach of contract due to your actions or omissions, misrepresentation, misleading actions or obligations.

11.2 We will be liable to you or a third party if there is sufficient evidence that we are required to keep deposits in your account.

12. [Caution]

12.1 Our policy requires us to notify you that transactions are risky. There are many factors that are difficult to predict, such as international price fluctuations. This volatility, excluding spreads, affects all calculations and estimates, and any purchase of financial contracts or other services offered on our website (whether or not the payment exceeds the premium amount) cannot be considered a secure transaction.

12.2 Do not commit any transaction or investment funds that exceed your financial capacity. Certain financial products are not suitable for those who do not have the relevant knowledge and experience. Therefore, we offer a variety of options in terms of products and services, depending on your ability and knowledge. In addition, if you are trying to open an account, you are asked to confirm that you are aware of the relevant financial risks.

13. [Market error / Price error]

13.1 This is very rare, but the transaction may result in incorrect prices due to missing offers from liquidity providers of third parties or unexpected technical errors. Likewise, there may be delays due to errors in internet access, which may result in inaccurate profits or inaccurate losses by not reflecting the exact market price in the transaction.

13.2 These circumstances may affect your trading environment. We can take all the necessary steps taking immediate action to rectify the situation. To solve this, it will involve modifying the beginning or finished price of the transaction, based on the exact market price at the time of the transaction. In the case of price errors, you may need to cancel the transaction. Please contact our customer service center for any problems caused by errors in the preset quantity limitation/orders.

14. [Service Suspension]

14.1 If we need to discontinue our service on both our proprietary and third-party platforms, we close all open positions by compensating a fair and reasonable payment at that time to terminate our relationship with you. These payments are determined with reference to the daily prices posted on our website and from bank transaction histories with the applied price listed in the

contract. In addition to the above information, we may, at our discretion, impose restrictions on trading volumes and other accounts.

14.2 If a user decides to receive a discounted spread or commission in a separate agreement with the company under IB, White label or similar conditions withdraws more than 80% of the total amount deposited during the discount period without mutual consultation, the spread and commission provided at the discounted price during the agreement period will be re-calculated and re-calculated to the company's maximum spread standard. The user cannot raise an objection to this. (If the user makes a transaction under the basic terms, the user does not apply.)

15. [Data Processing - Privacy Policy - Cookies]

15.1 We will take all necessary steps to ensure that the information you provide us is treated confidential. Personal information required while using our services are safely stored in electronic systems and protected by data protection laws. Our policy is to not disclose customer information to non-affiliated third parties without your consent unless it is required for legal or regulatory purposes.

15.2 Despite the agreements above, there may be cases where the information cannot be considered confidential. This means that such information may (i) prove to the public that it is already available to the public by the act or omission of the recipient or other third party due to the obligation of trust in the recipient (ii) be legally obtained from a third party without restrictions on use or disclosure (iii) require disclosure in accordance with legal or regulatory requirements.

15.3 Cookies – Cookies are small files that are sent to devices such as desktops and laptops, smartphones, tablets/phaslets used to access the Internet when you visit a website or webpage. Cookies allow websites to identify your device. The goal of using cookies is to improve the user's experience and make it convenient for use.

15.4 By entering into this Agreement, you agree to read and understand the Company's Privacy Policy. Please be sure that you have read the privacy policy in prior to using our services.

16. [Internal/external links, broadcasts and information on our website]

16.1 You may see links to internal and external websites with sources of broadcasts, investment research providers and related content and services. The scope of this information is to provide services that keep relevant information and market news up to date, with the purpose of exposing background information of the market. These links are for information and reference purposes, not to be suggested or advertised by third parties. Therefore, we are not responsible for the accuracy of such information or the contents of the link, and are not restricted.

16.2 You may be asked to verify the content of external links prior to registering at our discretion. If you decide to disclose your personal information, please let us know via email if you believe that these linked materials are in violation of our rules and policies or are not related to our business.

16.3 We take all reasonable steps to ensure the accuracy of the materials posted on our website.

However, methods of posting information on the "posted date or instructions" may be substituted for other reasons. We guarantee the accuracy of this information and are disclosed for informational purposes only. Therefore, we are not responsible for any loss or damage that may occur directly or indirectly due to the content of the information posted on the website.

17. **[Tax]**

17.1 Depending on your local jurisdiction, you may be responsible for paying for taxes on foreign exchange transactions. We do not charge tax. We also do not provide tax advice and do not address tax issues. Please consult a tax professional to resolve the issue.

18. **[Changes to the Contract]**

18.1 We reserve the right to change parts or whole of this Agreement at any time with or without notice. Any transactions made after the amendment to this Agreement is considered to have agreed to the changed contents of the contract.

19. **[Complaints and suggestions]**

19.1 Please e-mail any complaints or suggestions to us. Please visit our website for more details.

20. **[Transaction time]**

20.1 We provide information on trading and prices through our website and trading platform. This service is available 24 hours a day.

20.2 Regular Trading Hours: Normal trading hours may change depending on uncontrollable factors such as liquidity and special market conditions which affect market consistency.

20.3 Special/Holiday Trading Hours: Special trading hours are specified as the period during which a holiday may affect trading particular financial instruments in a particular market.

21. **[Force Majeure]**

21.1 We are not responsible for damages caused by unexpected events that we have not performed in accordance with the terms of this Agreement, including but not limited to: war, government orders, natural disasters, power outages, telecommunication lines or other network failures. In addition, we are also not responsible for any legal matters, regulatory factors, or all other situations that cannot be legally controlled.

22. **[Storage of customer service (consultation) history]**

22.1 You are able to contact us via e-mail or messenger. The purpose of servicing inquiries is intended to protect the interests of our customers and ensure the quality of our services. We have no obligation to maintain communication with you.

23. [Legal Notice]

23.1 This Agreement takes precedence over written or oral communication. We may change the terms of this Agreement at any time. New added versions replace all previous versions.

24. [Conflict of interest]

24.1 By entering into this Customer Agreement, you acknowledge that you have read, understand and agree to the principles set out in the Company's Conflicts of Interest Policy. Please read the policy outline regarding conflict of interest.

25. [Governing Law]

Currencies or different categories.

If multiple accounts are closed, you will usually have only one active account to continue trading. This account is usually the first one opened.

You can allow others to use your account in trading when in the form of our company granting permission or if the customer signs a delegation form to that effect. Assigned traders must give the document a name and provide a 'customer identification' document.

26. [Trading hours]

26.1 We provide tradeable prices and information through our website and trading platform. This service is available for 24 hours.

26.2 Regular trading hours: Normal trading hours may change due to factors such as force majeure and liquidity, and special market conditions that affect market consistency.

26.3 Special/Holiday Trading Hours: Special trading hours specify the period during which a public holiday may affect the trading of a financial instrument in a particular market.

27. [Force majeure]

27.1 The company may judge that there is a force majeure event in a reasonable view. Force majeure events include (but are not limited to):

- (a) Any action or event that prevents maintaining market order in one or more financial products when we judge with reasonable opinions (strike, riot, turmoil, terror, war, natural disaster, accident, fire, flood, storm, blackout, electronics, communication Equipment or power failure, social anxiety, legal provisions, business closures, etc.)
- (b) Market interruption, liquidation, closure, abandonment or failure of a price-related event, imposition of transaction-related limits or special conditions in that market or event
- (c) Technical problems, wrong quotes or incorrect calculations on the trading platform

27.2 If the customer is affected by force majeure, the customer shall notify the company of the occurrence and result of the incident without delay within 3 business days of commencement of the force majeure event and minimize the negative consequences of the incident. You must take all possible actions to do so.

Upon the termination of the Force Majeure Event, the Customer shall, without delay, notify the Company within three business days of the occurrence of the event in written format.

27.3 If the customer does not notify the company, as a result of the incident, the company will disclaim the right to avoid liability for breach or improper performance of obligations under this Agreement.

27.4 Force majeure cases may be extended by the terms of this Agreement unless otherwise agreed in writing by both parties.

27.5 A party's liability for breach or improper performance of a contractual obligation that is not feasible due to the occurrence of a force majeure event is exempt, but is not exempted from any other contractual obligations that the party does not deem as incapable.

27.6 In the event that non-compliance or improper performance is caused by uncontrollable forces, such as measures taken by the authorities to prevent the parties from fulfilling their proper obligations, both parties will not be liable for any non-compliance or improper performance under this Agreement.

27.7 If the Company determines that there is irresistible force due to reasonable estimates (without prejudice to other rights under the contract), the Company may take any or all of the following procedures at any time without prior written consent:

- (a) Change costs, prices and fees without notice
- (b) Suspend or freeze all or partial amount of open derivatives at the company's discretion
- (c) Suspension or freeze or closure of the customer's account
- (d) Withdraw all or part of the contract if the customer is unable to function due to force majeure
- (e) Take or omit all of these other actions if the Company determines that the Company is reasonably appropriate in relation to the position of the Company, customers and other customers.

27.8 With exception to the clauses provided in this Agreement, the Company shall not be liable for any type of losses or damages arising out of any failure, suspension or delay in fulfillment of obligations under this Agreement due to force majeure events.

28. [Currency Exchange and Foreign Exchange Risks]

28.1 The Company reserves the right to exchange money without prior notice if it is deemed necessary or appropriate for the purpose of complying with the contract or for the exercise of rights. The exchange rate is subject to the initial rate along with being determined at the

Company's discretion.

28.2 Customers are responsible for foreign exchange risks arising from obligations or exercise of rights under this Agreement, compliance with the Company's regulations, or any transactions.

29. [Customer Center Consultation History]

29.1 You can contact us via email or messenger. The inquiry history is to protect the interests of customers and to ensure the quality of our service. We are not obliged to continue to communicate with you.

30. [Legal notice]

30.1 This contract is prioritized over written or oral communication. The terms of this Agreement may be amended at any time. Subsequently added versions replace all previous versions.

31. [Conflict of interest]

31.1 By signing this customer Agreement, you acknowledge that you have read, understand and agree to the principles set out in the Company's Conflict of Interest Policy. Please read all the contents outlined in the conflict of interest policy in this regard.

32. [Governing law]

You may operate more than one active account only if the additional accounts are in different currencies or different categories. If multiple accounts are closed, you usually have only one active account to continue trading. This account is usually the first one open.

The company may grant an explicit permission and allow customers to let others than themselves to trade using their accounts, by signing a delegation agreement form.

Additional traders must specify their name to the document and provide 'know your customer' details.

33. [Risks]

Margin trading and futures are very risky. As a margin or futures trader, you acknowledge and agree that you must accept the use of margin or futures trading and borrowing services at your own risk.

The trading market is very liquid and changes rapidly in terms of liquidity, market depth and trading dynamics. Using leverages may cause great losses.

There are guaranteed measures to losses in margin or futures tradings.

Risk notice

High Risk Warning: Forex and Cryptocurrency trading carries a high level of risk that may not be suitable for all investors. Leverage creates additional risk and loss exposure. Before you decide to trade foreign exchange, carefully consider your investment objectives, experience level, and risk tolerance. You could lose some or all of your initial investment; do not invest money that you cannot afford to lose. Educate yourself on the risks associated with foreign exchange trading and seek advice from an independent financial or tax advisor if you have any questions.

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