

## Trading Account Connection Agreement

Effective Date: 19 July 2025

This Trading Account Connection Agreement (this “**Agreement**”) is made between **Followme Technology Sdn Bhd** (“**Followme**”, “**we**”, “**us**”, or “**our**”) and the individual or legal entity that connects a trading account to the Followme platform (“**you**” or the “**User**”) and accepts these terms. By connecting a trading account within Followme, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

### 1 Users’ Rights and Obligations for Connected Trading Accounts

- 1.1 **Capacity:** Only natural persons or legal entities with full legal capacity may connect trading accounts to Followme.
- 1.2 **Accuracy & Verification:** You warrant that all personal and account information and documents provided to Followme are true, accurate, current, and complete. Followme may verify and assess such information. If your information (including trading experience or strategy) is incomplete or fails review, Followme may refuse the connection.
- 1.3 **No Impersonation:** You must not use another person’s identity or details (e.g., name, ID/passport number, phone number, email). Inaccurate, unlawful, or invalid information may result in denial or loss of access to Followme products and services.
- 1.4 **Updates:** If your information changes, promptly notify Followme by emailing [support@followme.com](mailto:support@followme.com) and follow any update process we prescribe. Followme is not responsible for losses arising from your failure to update information. You may request correction or deletion of inaccurate data subject to law and our Privacy Policy.
- 1.5 **Credentials:** You are solely responsible for safeguarding your usernames, passwords, and account credentials and for all activity on your account.
- 1.6 **Independent Decisions, No Advice:** Review Followme’s applicable terms and relevant laws/regulations before using trading or copy-trading features. Followme does **not** provide investment advice or opinions; you trade at your own risk.
- 1.7 **Lawful Use & Conduct:** You must comply with applicable laws and regulations when publishing information or using Followme’s services. You must not upload or disseminate unlawful, offensive, or unethical material in any form (text, images, audio, or video).
- 1.8 **Strategy Descriptions (Signal Providers):** If you publish a trading strategy, its description must be timely, accurate, and consistent with your actual trading. Followme may decline or disable strategies that do not match observed trading behaviour and may suspend copy-trading (including deactivating the Signal account or cutting off subscribers) where improper conduct risks serious subscriber harm.
- 1.9 **Non-Disparagement:** You must not make false or malicious statements intended to damage Followme’s reputation.

### 2 Followme’s Rights and Obligations

- 2.1 **Assessment:** To protect both parties' legitimate interests, Followme may evaluate your knowledge, experience, and suitability based on information you provide. If the information is unreliable or inaccurate, Followme may decline your requests.
- 2.2 **Use of Published Content:** For content you publish on Followme (e.g., text, images) **excluding** ID documents, bank card details, and other personal-privacy information, you grant Followme a non-exclusive licence to copy, modify, translate, promote, analyse, and otherwise use such content for lawful platform purposes.
- 2.3 **No Endorsement:** Information displayed on Followme is disseminated for public reference and does not represent Followme's views or endorsement.
- 2.4 **No Investment Advice:** Followme does not provide investment recommendations or opinions. You remain solely responsible for your decisions.
- 2.5 **Inactivity & Connection Management:** If you do not log in or remain inactive for a prolonged period in accordance with Followme's policy, Followme may (i) release and prevent subscription to your connected account and/or (ii) interrupt the connection between your trading account and Followme.

### **3 Online Trading Risk Disclaimer**

- 3.1 **Equipment/Connectivity:** You bear all losses (direct, indirect, incidental) arising from device or network issues (including signal errors, delays, interruptions, weak connectivity, data errors, or device stability problems). Followme is not liable for such losses.
- 3.2 **System Availability & Accuracy:** Followme does not warrant uninterrupted service or error-free information, nor the timeliness, accuracy, completeness, or reliability of any information, service, or trades executed via the network. We are not responsible for losses caused by such issues.
- 3.3 **Malicious Code:** If your systems are affected by viruses, worms, trojans, or similar threats despite Followme taking reasonable preventive measures, Followme is not liable for resulting losses.
- 3.4 **Force Majeure/External Events:** Followme is not liable for losses caused by events beyond our reasonable control (including technical failures, delayed client updates, mis-installation, network failures, or security breaches outside reasonable control).
- 3.5 **Mobile Devices:** Use mobile devices prudently. Wireless networks (3G/4G/5G, Wi-Fi, GPRS) may not provide the same functionality as desktop browser access. Followme is not responsible for any losses, costs, or expenses (including loss of profits or incidental/indirect damages) arising from mobile use.

### **4 COPYTRADE Risk Disclaimer**

- 4.1 **Operational Risks:** Copy-trading may be impacted by operator network fluctuations, broker data instability, or internal service failures, potentially causing losses in subscriber accounts. Followme will assist reasonably but is not liable for losses from missed or unfilled copied orders.
- 4.2 **Cross-Broker Copying:** Cross-broker copy-trading can increase signal delays and spreads (including bid/ask differentials). Followme is not liable for losses arising from cross-broker copy-trading.
- 4.3 **Contract Sizes & Standard Lots:** To address differing contract sizes, Followme may use standard-lot mechanisms to promote fair copying. Broker contract settings may still vary and affect outcomes. Followme is not responsible for losses arising from such differences.

## 5 Term, Modification, and Termination

- 5.1 **Effective Term:** This Agreement is effective from the time you open/connect a trading account to Followme and continues until terminated. Either party may terminate at any time by prior written or email notice. Upon receiving your notice, Followme will acknowledge and confirm termination in writing or by email within **seven (7) business days**.
- 5.2 **Amendments:** Followme may modify this Agreement and related execution rules. We will notify you through the platform (website/app) or by email. Your continued use of the relevant services after the effective date constitutes acceptance of the amended terms. Please review updates regularly and comply with this Agreement and related service terms.

## 6 Governing Law & Dispute Resolution

This Agreement is governed by the **laws of Malaysia**. Any dispute not resolved by good-faith negotiation shall be finally settled by **arbitration** administered by the **Asian International Arbitration Centre (AIAC)** in **Kuala Lumpur** under the AIAC Arbitration Rules then in force. The seat of arbitration is Kuala Lumpur; the language is English; the tribunal shall consist of one (1) arbitrator. Either party may seek interim injunctive relief in the courts of Malaysia.

## 7 Miscellaneous

- 7.1 **Entire Agreement:** This Agreement constitutes the entire agreement regarding trading-account connection and supersedes any prior understandings on the same subject.
- 7.2 **Severability:** If any provision is held invalid or unenforceable, the remaining provisions remain in full force, and the invalid provision shall be deemed modified to the minimum extent necessary to be enforceable.
- 7.3 **Assignment:** You may not assign or transfer this Agreement without Followme's prior written consent. Followme may assign or novate this Agreement to an affiliate or in connection with a merger, acquisition, or sale of assets.
- 7.4 **No Waiver:** A failure to enforce any provision is not a waiver. A waiver must be in writing and applies only to the specific instance granted.
- 7.5 **Notices:** Notices to Followme must be sent to **support@followme.com** (or as otherwise specified in-app). Notices to you may be provided via the platform or your registered email.
- 7.6 **Language:** This Agreement is drafted in English; translations are for convenience only. In the event of conflict, the English version prevails.

## 8 Governance, Roles & Responsibilities

- 8.1 **Board & Senior Management.** Provide effective oversight, set risk appetite, ensure adequate resources, and review programme effectiveness at least annually.
- Compliance/AML Officer (MLRO).** Oversees day-to-day AML/CTF compliance; maintains the programme; receives and assesses internal suspicious-activity reports (ISARs); liaises with competent authorities; maintains reporting records. Contact: **compliance@followme.com**.
- Employees & Contractors.** Complete training, follow procedures, escalate ISARs promptly, and never “tip off” subjects of investigations.
- Independent Testing.** Internal audit or an independent function tests the AML/CTF programme at least annually and after material changes.

## 9 Risk-Based Approach (RBA)

- 9.1 **Enterprise Risk Assessment.** Conducted and refreshed at least annually, covering customer, product/service, geography, delivery channel, and third-party risks.
- 9.2 **Risk Scoring.** Users and counterparties are classified (e.g., low/medium/high) using objective criteria (KYC outcomes, sanctions/PEP/adverse-media results, behaviour).
- 9.3 **Controls.** CDD/EDD, monitoring thresholds and approvals scale with risk; higher-risk relationships receive additional scrutiny and senior-management approvals.
- 9.4 **New Products/Technologies.** Prior to launch, we assess ML/TF/PF risks of new features (e.g., payments, wallets, tokenised assets) and implement mitigating controls.

## 10 Customer Due Diligence (CDD)

- 10.1 **Identification & Verification.** Users must provide accurate, complete, and up-to-date information at onboarding and upon changes. We verify identity using reliable, independent sources (e.g., government-issued ID, passport, driving licence) and, where applicable, liveness checks and proof of address. We verify any natural person acting on behalf of a customer.
- 10.2 **Beneficial Ownership.** For legal-entity customers, we identify and verify beneficial owners and controlling persons.
- 10.3 **Purpose & Nature.** We collect information sufficient to understand the intended purpose and nature of the relationship (e.g., monetisation, payouts, sponsorships).
- 10.4 **Ongoing CDD.** Records are maintained current and KYC is refreshed on triggers (profile changes, unusual activity, sanctions updates) or on a risk-based cycle.
- 10.5 **Politically Exposed Persons (PEPs).** Procedures determine whether any customer, beneficial owner, connected party, or authorised representative is a PEP (domestic, foreign, or international-organisation) or a family member/close associate. We apply EDD, including senior-management approval and establishing **source of wealth** and **source of funds** where required.

## 11 Enhanced Due Diligence (EDD)

- 11.1 **Triggers.** Higher-risk jurisdictions; complex/unusual transactions; PEPs (including family/close associates); adverse media; non-face-to-face anomalies; exposure to self-hosted wallets (where relevant).
- 11.2 **Measures.** Additional identity corroboration; verification of source of funds/wealth; tighter limits/transaction reviews; enhanced ongoing monitoring; and senior-management approval where applicable.

## 12 Targeted Financial Sanctions & Proliferation-Financing (TFS/PF) Controls

- 12.1 **Screening.** We screen customers, beneficial owners, connected parties, authorised representatives and, where applicable, transacting counterparties against applicable targeted-sanctions lists and designations.
- 12.2 **Immediate Actions.** We do not establish or continue relationships or process transactions involving designated persons or their owned/controlled entities. Where required by law, we **freeze without delay** and report to the competent authority.
- 12.3 **Ownership & Control.** We consider indirect ownership/control and attempts to evade screening (e.g., use of intermediaries or third-party accounts).

## 13 Transaction & Behavioral Monitoring

We use rules and behavioural analytics to detect unusual patterns (e.g., rapid fund movement, structuring, circular flows, copy-trading abuse, account takeovers). Alerts are triaged, investigated, documented, and escalated to the MLRO as appropriate. Where required by law, the MLRO files suspicious transaction/activity reports within statutory timelines. **Tipping-off is prohibited.**

## 14 Cross-Border Wire Transfers & Digital-Token Value Transfer

14.1 **Wire Transfers.** For cross-border wire transfers processed through our systems or arranged via partners, prescribed **originator and beneficiary** information must accompany the payment. Transfers with incomplete information may be rejected or held pending remediation.

14.2 **Digital-Token Value Transfers (Travel-Rule).** If we provide any service that sends/receives digital payment tokens or similar virtual assets:

- We collect and securely transmit required **originator** and **beneficiary** information with the transfer.
- For value transfers **≥ USD 1,500 (or equivalent)**, we transmit the full prescribed details; for lower amounts, we transmit, at minimum, names and account/wallet identifiers.
- We screen both originator and beneficiary (and, where applicable, counterpart VASPs) before execution.
- We decline, hold, or exit transfers where information is incomplete, a sanctions/AML hit is identified, or risk cannot be mitigated.

**Self-Hosted Wallets.** Where interacting with self-hosted wallets, we apply enhanced measures (ownership verification, purpose assessment, heightened monitoring) and consider suspicious-activity reporting where warranted.

## 15 Record Keeping

15.1 **Retention.** CDD/EDD files, transaction records, and AML-related reports are retained securely for at least **seven (7) years** after relationship end or transaction date, or longer where law requires.

15.2 **Security & Confidentiality.** Records are protected by access controls and encryption; disclosures are limited to authorised, lawful purposes.

## 16 Training & Awareness

Mandatory AML/CTF training is provided at onboarding and **annually**, tailored to role and risk. Training covers red flags, sanctions/TFS/PF, STR processes, data-protection duties, and the prohibition on tipping-off. Completion and competency records are retained.

## 17 Third-Party & Payment- Partner Risk

17.1 **Due Diligence.** We assess and approve payment processors, payout providers, KYC vendors, and other partners prior to onboarding; contracts require equivalent AML/CTF standards, audit rights, and timely incident notifications.

17.2 **Reliance.** Where reliance on third-party KYC is permitted by law, we ensure equivalence and immediate access to underlying CDD records.

## 18 Data Protection & Privacy

Processing for AML/CTF purposes follows applicable legal bases and our Privacy & Cookie Policy. Sensitive documents are stored securely and accessed strictly on a need-to-know basis. Where data is transferred across borders (e.g., hosting in Singapore), appropriate safeguards are applied.

## 19 Zero- Tolerance & Disciplinary Action

Breaches of this Policy or applicable AML/CTF laws may result in disciplinary action (up to termination), reporting to authorities, and other remedies. We cooperate with lawful requests consistent with our Law-Enforcement & Transparency Policy.

## **20 Review & Continuous Improvement**

This Policy and the enterprise risk assessment are reviewed at least **annually** and sooner upon material business, product, or regulatory change. Key risk indicators, audit outcomes, and regulatory feedback inform improvements.

## **21 Reporting Channels**

21.1 **Internal escalation (staff):** escalate red flags immediately to the MLRO via internal channels.

21.2 **User concerns:** [compliance@followme.com](mailto:compliance@followme.com).

21.3 **External filings:** performed by the MLRO to the competent authority in the relevant jurisdiction within statutory timelines.

## **22 Contact Us**

If you have any questions or concerns about this Agreement, please contact us at [support@followme.com](mailto:support@followme.com).