



AMPLIFY PROGRAM AGREEMENT

BETWEEN

- (1) **HWGG CAPITAL P.L.C (Company No: LL11375)**, a company incorporated under the law of Federal Territory of Labuan, Malaysia and having its business address at Lot 2-15, Labuan Times Square, Jalan Merdeka, 87007 Labuan F.T., Malaysia (hereinafter referred to as "**HWGGC**" or "**Party A**"),

AND

- (2) **YOU** having the same name, NRIC and address recorded as per the register address in the HWG Cash App (hereinafter referred to "**YOU**" or "**Party B**").

Each of Party A and B shall be referred to herein as a "**PARTY**" and jointly as the "**PARTIES**".

WHEREAS:

- (A) Party A is a holder of Credit Token Business license and Payment Solution license issued by the Labuan Financial Services Authority ("**LFSA**") and also the platform owner of HWG Cash application.
- (B) An licensed investment bank entity, which is the owner of the amplify program ("**Program**"), has gave the rights to Party A for promotion purposes in Party A's platform. Due to confidential requirement, the licensed entity herewith shall be referred to as "**Product Provider**".
- (C) Party B as a person who is in legal age, has the authority to enter into this agreement in sound mind, has full understanding on the risks associated in the Program and is placing the Program under own capacity.
- (D) The Parties desire to enter into this Agreement over the Program subject to and in accordance with the terms and conditions of this Agreement.



NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:-

“Additional Return”	means on top of the Return that is available to customers, the Product Provider will provide additional rewards during Promotion period. The type of Additional Return during the promotion period is at the sole discretion of the Product Provider.
“Buy Back”	has the meaning as stated in Clause 3.4
“HWG Cash App”	an application platform owned by Party A
“HWG Cash”	a stable digital currency issued by Party A
“LFSA”	means Labuan Finance Service Authority, the statutory body responsible for the development and administration of the Labuan International Business and Financial Centre
“Premium Reward”	has the meaning as stated in Clause 3.3
“Program”	means amplify or amplify program.
“Product Provider”	has the meaning as stated in Article B.
“Program Contract”	has the meaning as stated in Clause 3.1
“Promotion”	from time to time, the Product Provider will introduce promotions to benefit its customers. There might be Additional Return during the Promotion period.



“Representatives”	means, in respect of a Party, its directors, employees, officers, servants, agents and advisors and those of their group of companies.
“Tenure”	has the meaning as stated in Clause 3.6
“Terms of Services”	has the meaning as stated in Clause 7

2. **CONFIDENTIAL UNDERTAKING**

By the execution of this Agreement, all Parties expressly undertake to keep and withhold all information pertaining to the Confidential Information as private and confidential, except otherwise required to be disclosed pursuant to due process of law. No attempt shall be made either directly or indirectly to avoid substitute or otherwise deal with any of the rights under this Agreement.

3. **TERMS**

3.1 *Program Contract*

In order to take part in the Program, Party B agrees to purchase the Program Contract according to this Agreement. The Program Contract is divided into three (3) categories:

- 3.1.1 Three (3) months Tenure category;
- 3.1.2 Six (6) months Tenure category; and
- 3.1.3 Twelve (12) months Tenure category.

The minimum amount shall be determined and will change at the discretion of the Product Provider. Party A will update the platform accordingly upon obtain confirmation from the Product Provider.



The Program Contract is deemed entered when Party B agrees to the Terms of Services and this Agreement, and when the purchase amount has been deducted from the Party B account in the HWG Cash App.

3.2 *Acceptable Digital Currency*

There are two (2) types of digital currency that acceptable to purchase the Program Contract:

3.2.1 HWG Cash

3.2.2 USDT

Buy Back and Return payment will be based on the type of digital currency used to purchase the Program Contract.

The purchase amount will automatically deduct from the Party B account in the HWG Cash App, the Program Contract will not be completed until full amount has been deducted from Party B account and subject to Clause 3.1 above.

The Product Provider reserves the right, at its sole discretion, to adjust the Program Contract accordingly to received payment or request the missing amount to be paid, before activating the Program Contract.

Party B require to keep the proof of payment for future reference.

Both Party A and Product Provider has the rights to reject any payments that does not fall within this Agreement or there is any suspicious of the digital currency used.

3.3 *Return*

Return is a form of rewards given to Party B for participating in the Program. The type of Return will depend on the category of Program Contract entered by Party B:

3.3.1 Three percent (3%) per annum for 3 months Tenure;

3.3.2 Six percent (6%) per annum for 6 months Tenure; and

3.3.3 Nine percent (9%) per annum 12 months Tenure.



Return is pro-rate and pay on the 30th day from the date that Party B take part in the Program (as defined in Clause 3.1 above).

Return will be paid according to the digital asset that used to purchase the Program Contract. For example, if Party B opt to purchase the Program Contract with HWG Cash then the payment will be made in HWG Cash.

The Return will be adjusted for decimal points at the discretion of the Product Provider and due to this, the payment amount might be different from the previous payment. However, the total payment at the end of the tenure will be equal (with a possibility of marginal different) to the agreed Return.

3.4 *Buy Back*

Subject to Clause 3.5 below, The Program Contract is guaranteed by the Product Provider to buy back upon the expiry of the Tenure. The Buy Back amount will be the purchased price paid by Party B. The Buy Back amount will be dispersed to Party B in one lump sum within 5 workings days upon the expire of the Tenure.

For avoidance of doubt, if Party B purchase the Program Contract with 100 HWG Cash, the Buy Back Amount upon expiry of the Tenure will be 100 HWG Cash.

3.5 *Auto Renewal*

Party B can opt for auto renewal of the Program. By selecting auto renewal, the Program Contract will be auto renewed immediately upon expiry of the tenure, including a new Program Contract will be generated, without the require of Party B acknowledgement. The auto renewal will continue until Party B cancel the auto renewal function.

Should Party B renewal fall under a Promotion period, the Additional Return (if any) will be added to the agreed Return. However, the Additional Return will only be available on the Promotion period. Once the Promotion period ends, the Additional Return will end too.



3.6 *Tenure*

The tenure of the Agreement is based on the categories stated in Clause 3.1 above. For example, if Party B choose a 3 months Tenure category then the Tenure of the Agreement will be terminated by the end of 3 months.

4. **RESPONSIBILITY**

4.1 Party A Responsibility

- a. the Product Provider has engaged Party A as the payment solution and platform operator for the convenient of any person who are interested to purchase the Program contract.
- b. Party A has to ensure its HWG Cash application is running smoothly throughout the Tenure and ensure that the purchase price, Return and Buy Back are accurately recorded in Party B's account.

4.2 Product Provider Responsibility

- a. Product Provider will ensure that all Return and Additional Return (if any) are paid according to the agreed time.
- b. Product Provider will ensure that the Buy Back will be enforced upon the expire of the Tenure and payment will be made according to the terms of this Agreement.
- c. Product Provider will provide regular reports on its website detailing the performance of the Program. However, this is in discretion of the Product Provider should it choose not to provide such reports for business secrecy and competition purposes.

4.3 Party B Responsibility

- a. Party B will have the sole right to determine the purchase price subject to Clause 3.1 and 3.2 above
- b. Party B acknowledges and agrees that once the Program Contract has



been entered, the Program Contract (as defined in Clause 3.1 above) cannot be terminated for whatever reason, subject to Clause 5 below.

- c. Party B shall be responsible all professional person fees, should Party B require to engage one before enter into this Agreement.
- d. Party B shall be responsible to enclosed the earning to the relevant tax authority for declaring tax purposes and shall be responsible to bear those taxes. If Party B is subject to withdrawal tax in the Product Provider's country, then Party B will be require to bear those withdrawal tax.

5. TERMINATION OF AGREEMENT

- 5.1 You are not allow to cancel this Agreement on whatsoever basis before the Tenure ends. Party A is allow to terminate the Agreement based on the conditions as stated in the Terms of Services. If the Agreement is terminated before the Tenure ends for any reasons, except for the case of fraud, money laundering or as requested by regulators, which the funds may be freeze according to the Law, the purchase price of the Program Contract will be refund within five (5) business days from the date of termination.
- 5.2 Upon the expiry of the Tenure and subject that Party B did not opt for Auto-Renewal.

6. LAW

- 6.1 This Agreement is governed by, and will be construed in accordance with, the laws of LFSA and the Parties irrevocably submits to the exclusive jurisdiction of the courts of Malaysia.
- 6.2 In the event of any disputes, the Parties agree to attempt to settle any dispute or difference between them relating to this Agreement amicably.

7. TERMS OF SERVICES

Party B shall read and agree on the Terms of Services of Party A. The Terms



of Services shall be formed part of this Agreement. If there is any conflict between the Terms of Services and this Agreement, this Agreement will prevail.

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