



## 1. Introduction

1.1 TigerWit Limited (hereinafter referred to as 'TigerWit', the 'Firm' or the 'Company') is incorporated (Certificate of Incorporation No. 198255B) in The Commonwealth of The Bahamas. Our registered office is Lyford Financial Centre, Lyford Cay, Nassau, New Providence, Bahamas. TigerWit is authorised and regulated by the Securities Commission of The Bahamas (licence No. SIA-F185).

## 2. Acknowledgement

2.1 This is our standard Client Agreement which we intend to rely on. The client acknowledges that he/she has read, understood and accepted the Client Agreement including the Annex A ('Risk Disclosure Notice') and Annex B ('TigerWit Vault').

By entering into this Agreement, the client accepts TigerWit's Terms and Conditions, the Client Categorisation Notice, the terms of the Order Execution Policy and Conflicts of Interest Policy, as well as any information (legal or otherwise) posted on the Firm's website, as may be amended by TigerWit from time to time.

2.2 By accepting the Client Agreement the client enters into a binding legal agreement with the Firm.

2.3 The client acknowledges that the Firm's official language is the English language.

## 3. Scope of Client Agreement

3.1 The Client Agreement forms the basis on which TigerWit provides investment and ancillary services to the client.

3.2 The Client Agreement is non-negotiable and overrides any other agreements,

arrangements, express or implied statements made by TigerWit unless the Firm, in its sole discretion, determines otherwise. If the Client Agreement were to be materially amended, reasonable notice shall be given to the client.

3.3 Laws and regulations of The Bahamas does not require the Client Agreement to be signed by either the client or the Firm in order for both the client and the Firm to be legally bound by it.

## 4. Commencement of the Client Agreement

4.1 The Client Agreement shall commence once the prospective client receives an e-mail that contains his/her personal trading account number and certain documents including the Terms and Conditions, the Order Execution Policy, the Client Categorization Notice and the Conflicts of Interest Policy.

## 5. Interpretation of Terms

5.1 Unless indicated to the contrary, the defined terms included in the Client Agreement shall have a specific meaning and may be used in the singular or plural as appropriate.

Unless otherwise defined the terms used in this Client Agreement shall have the same meaning given under SCB Rules and Regulations.

Authorised Representative - shall mean either the natural or legal person who is expressly authorised by the client to act on his/ her behalf. The above-mentioned relationship is documented through a Power of Attorney, a copy of which is held by the Firm.

Balance - shall mean the funds available in a trading account that may be used for trading financial instruments.

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### TigerWit Limited

(registered company number 198255B)  
201 Church Street, Sandyport, P. O. Box SP 64368 Nassau, The Bahamas

TigerWit Limited is authorised and regulated by the (9am – 5pm Eastern Standard Time) Securities Commission of The Bahamas (registration SIA-F185).

### Customer Support

Phone: +86 400 809 8509  
Email: support@tigerwit.com

### Compliance & Administration

Phone: +1 (246) 676 7306 (9am – 5pm Eastern Standard Time)  
Email: compliance@tigerwit.com



**Balance Currency** - shall mean the currency that the trading account is denominated in. It should be noted that all charges including spreads, commissions and swaps, are calculated in that currency.

**Business Day** - shall mean a day on which the Firm is open for business.

**Client** - shall mean either the natural or legal person who received the e-mail referred to in clause 4.1, above.

**Client Agreement** - shall mean this agreement including the Terms and Conditions, Order Execution Policy, Client Categorisation Notice and Conflicts of Interest Policy, as well as any information (legal or otherwise) published on the Firm's website, as may be amended by TigerWit from time to time.

**Client Money** - shall mean money that is paid into TigerWit pursuant to the SCB's rules and is held for the Client. It is calculated as money deposited by the Client in his/her Trading Account, plus/minus any unrealised or realised profit/loss, plus/minus any amount that is due by the Client to the Firm and vice versa.

**Closed Position** - shall mean the opposite of an open position.

**Contract for Difference (CFD)** - shall mean a CFD on: spot foreign exchange ('FX'), shares, indices, spot metals, futures or any other CFD related instrument that is available for trading through the TigerWit trading platform(s). A full list of the financial instruments is available online at <http://global.tigerwit.com>.

**Equity** - shall mean the balance plus/minus any profit/loss that derives from any open positions.

**Free Margin** - shall mean funds that are available for opening a position. It is calculated as:  $\text{Free Margin} = \text{Equity} - \text{Margin}$

**SCB** - shall mean the Securities Commission of The Bahamas and the legislative framework from which it operates, its Rules and Regulations.

**Law** - shall mean any applicable statutes, laws, regulations, rules and codes of practice, whether in the United Kingdom or elsewhere.

**Margin** - shall mean the required funds available in a trading account for the purposes of maintaining an open position.

**Margin Level** - shall mean the Equity to Margin ratio calculated as:  $\text{Margin Level} = \text{Equity} / \text{Margin}$

**Matched Principal Broker** - A matched principal broker means an investment firm with permission to deal in investments as principal with respect to investments that are IFPRU designated investments, by interposing itself between the buyer and the seller to the transaction in such way that both sides are executed simultaneously, and ensures it deals as principal only to fulfil customer orders.

**Open Position** - shall mean any position that has not been closed. For example, an open long position not covered by the opposite short position and vice versa.

**Over-the-Counter (OTC)** - shall mean the execution venue for any financial instruments whose trading is governed by the relevant Terms and Conditions of Business for the trading platforms.

**Prospective Client** - shall mean either a natural or legal person who completed the application form that can be found under the 'TigerWit Trading Account Opening' section, available online at <http://global.tigerwit.com>.

**Trading Account** - shall mean the account, which has a unique number, maintained by a client for the purposes of trading financial instruments through the TigerWit trading platform(s).

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Terms and Conditions - shall mean the 'TigerWit Terms and Conditions of Business' governing the actions that relate to the execution of the client's orders; available online at <http://global.tigerwit.com>.

Value Date - shall mean the delivery date of funds.

Vault - shall mean the account, which has a unique number, maintained by the client for the purposes of depositing and withdrawing funds to and from the client's Trading Account.

## 6. Provision of Services

6.1 TigerWit is authorised by the SCB to act as Principle. Details of our authorised designated investment business and ancillary services can be found on the SCB register.

6.2 TigerWit offers, on an execution-only basis, a number of financial instruments to the client the contract specifications of which are available online at <http://global.tigerwit.com>.

6.3 The trading conditions and execution rules of the financial instruments on offer by the Firm can be found online at <http://global.tigerwit.com> at any given time. TigerWit operates on an execution only mandate and unless agreed otherwise is under no obligation to monitor or advise the client on the suitability of their trading decision, therefore, the Firm may execute an instruction received by the client even if such transaction is not suitable for the client.

Upon notice to the client, TigerWit reserves the right to amend, from time to time, both the trading conditions and execution rules. Even if the Firm amends any part of the trading conditions and/or execution rules the client continues to be bound by the Client Agreement, including but not limited to any amendments that have been implemented.

6.4 Under no circumstances, TigerWit shall provide investment advice or recommendation to the client or state an opinion in relation to a transaction. The client understands that if necessary, independent advice should be sought in relation to trading financial instruments, including but not limited to trading specific financial instruments, investment strategies pursued, charges and tax implications.

6.5 TigerWit, from time to time and as often as it deems appropriate, may issue material ('the Information Material'), which contains information including but not limited to the conditions of the financial market, published via its website and other media. It should be noted the Information Material is considered to be marketing communication only and does not contain, and should not be construed as containing investment advice or an investment recommendation or, an offer of or solicitation for any transactions in financial instruments. TigerWit makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor any loss arising from any investment based on a statement, forecast or other information supplied by any employee of TigerWit, a third party or otherwise. The Information Material is not prepared in accordance with legal requirements promoting the independence of investment research and it is not subject to any prohibition on dealing ahead of the dissemination of investment research. All expressions of opinion included in the Information Material are subject to change without notice. Any opinions made may be personal to the author and may not reflect the opinions of TigerWit.

6.6 The client understands that no physical delivery of a CFD's underlying instrument (or reference instrument) that he/she traded through his/her trading account shall occur.

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6.7 The client accepts that TigerWit is the only execution venue, which is a Over-The-Counter market.

6.8 The client may trade through his/her trading account from 12.00.01 (GMT+0) on a Sunday until 22.00.00 (GMT+0) on a Friday. It should be noted that trading of certain financial instruments occurs during specific timeframes; the client is responsible for looking at the contract specifications of such instruments for further details, prior to trading. The client shall be notified of any Firm holidays through the internal e-mailing system.

6.9 TigerWit is entitled to refuse the provision of any investment or ancillary service to the client, at any time, without being obliged to inform the client of the reasons to do so in order to protect the legitimate interests of both the client and the Firm.

## 7. Client Classification

7.1 Unless the Firm agrees otherwise, the client shall be treated as a Retail Client.

If a client desires to be re-classified as either a Professional Client or an Eligible Counterparty then the client needs to send the Firm a written request. The Firm shall consider such requests at its discretion after reviewing the client's circumstances, including the quantitative and qualitative assessments. The client is responsible for notifying the Firm of his/her change of personal circumstances.

The type of client category will determine the level of protection afforded to the client under SCB Rule and Regulations. The Firm will notify the Client in writing to inform them of their loss of certain regulatory protections prior to agreeing a re-categorisation request.

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7.2 The client is bound by the Client Categorization Notice. Further details are available online at <http://global.tigerwit.com>.

## 8. Capacity

8.1 TigerWit shall act, at all times, as principal for all trades entered into by a client.

Any instruction received online through a client's personal trading account or by telephone confirming a client's personal trading account number, will be deemed to be communicated by the client. The Firm is not required to confirm the authenticity of the instruction or the identity of the person communicating the instruction. The Firm shall not be liable for any loss arising from an instruction sent by a third party unauthorised to act on the client's behalf.

The Firm does not accept an authorised representative as a client, unless specifically agreed otherwise. However, the authorised representative may give trading instructions to the Firm on the client's behalf.

The client authorises TigerWit to rely and/or act on any instructions sent by the former, without the need on the Firm's part for confirming the authenticity of the instruction or the identity of the person communicating the instruction.

## 9. Assurances and Guarantees

9.1 The client assures and guarantees that:

9.1.1 the Funds, according to clause 10.1 below, belong to the client and are free of any lien, charge, pledge or other encumbrance;

9.1.2 the Funds, according to clause 10.1 below, are not the direct or indirect proceeds of any illegal act or omission or product of any criminal activity; and

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9.1.3 he/she acts for his/herself and is not a representative or trustee of a third person, unless he/she produces to the satisfaction of the Firm documents to the contrary.

9.2 The client guarantees the authenticity and validity of any document sent to TigerWit during (i) the account opening process and (ii) the life of the trading account.

## 10. Client Money

10.1 Unless otherwise indicated, TigerWit will deposit any Client Money in one or more segregated account(s) held with an institution within or outside The Bahamas, separated from the Firm's money; this means that Client Money is treated as belonging to the Client and under no circumstances the Firm will use Client Money, at any time, to meet any of its obligations. The Client Money will be pooled with money belonging to other Clients so an individual Client will not have a claim against a specific sum in a specific account, in the event of insolvency. A Client's claim will be against the Client Money pool in general. It should be noted, that segregated account(s) will be established, maintained and operated according to the applicable rules and regulations. TigerWit will give instructions to the banking institution(s) regarding the transfer and movement(s) of the Client Money. If the Client has an Open Position the Firm reserves the right, at any time and at the Firm's sole discretion, to set-off any unrealised losses incurred in respect of an Open Position against any of the Client Money that is held by the Firm to the Client's credit. In effect, this means that the Firm based on the conditions referred to above may transfer any part of any unrealised losses from an investment-grade institution to an account of TigerWit. At the same time, TigerWit may transfer any unrealised profit incurred as a result of an Open Position from a Firm account to a

Client Money account held in an investment-grade institution.

10.2 Client Money held outside The Bahamas may be subject to the jurisdiction of that territory and client rights may differ accordingly. TigerWit shall not be responsible for the solvency, act(s) or omission(s) of any banking institution with which Client Money is held. However, TigerWit will exercise all due skill, care and diligence in the selection, appointment and periodic review of the institution where the Client Money is deposited.

10.3 TigerWit is not obliged to pay interest to the client for the Funds deposited.

10.4 TigerWit may, from time to time, without the client's permission merge the Funds held in different trading accounts under the client's name. Under no circumstances does this imply that the client has the right to a credit facility.

10.5 The client has the right to withdraw to their vault, any part of the Funds equal to the free margin that is available in the relevant trading account, at any time, provided that there are Funds available.

10.6 The client accepts that the Funds shall be credited in his/her vault on value date on which the Funds are received by the Institution. The Funds deposited in a client's trading account shall be net of any transfer fees or other charges incurred by or charged to TigerWit that are imposed by the Institution (or intermediary involved in the process) that holds the Funds.

10.7 The client accepts that the Funds shall be credited in his/her vault only if the Firm is satisfied that the Funds have been sent by the client or his/her authorised representative. Where the Firm has reasonable grounds to believe that the Funds have been sent by a third party other than an authorised representative, the Firm has the right to reject the Funds and return them to the

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remitter's source, net of any fees or other charges incurred.

10.8 The client accepts that withdrawal of any part of the Funds shall be concluded using the same transfer method and the same remitter as the one from which the Firm originally received the Funds. Under such circumstances, TigerWit shall return the Funds requested net of any transfer fees or other charges incurred.

10.9 TigerWit reserves the right to decline a withdrawal that the client requested using a specific transfer method and has the right to suggest an alternative.

10.10 If, at any time, TigerWit is not satisfied with the documentation provided by the client in relation to a withdrawal/deposit, the Firm reserves the right to reverse the Funds to the source from where the funds were sent, net of any fees or other charges incurred.

10.11 The client accepts that the Institution may reverse the Funds for any reason. As a result, the Firm shall immediately reverse the respective amount from the trading account to the source from where the Funds were sent, net of any fees or other charges incurred. The client accepts that this may result to a negative balance in the trading account. Under such circumstances, the Firm may merge the Funds held in different trading accounts as described in clause 10.4 above.

10.12 The client accepts that any requests in relation to the administration of the trading account shall be made through TigerWit's app or website (<http://global.tigerwit.com>).

10.13 TigerWit shall take all reasonable steps to ensure that the client is informed regarding the progress of any requests referred to in the 'Client Money' section, specifically in relation to the expected processing time and the need for any, or any further, documentation that if not in place may delay the processing.

10.14 If at any time the client's trading account has Funds of less than USD 15 (or currency equivalent), TigerWit reserves the right to close the trading account, after notifying the client accordingly.

10.15 The Firm reserves the right to close an account in connection with an unclaimed client money balance and releasing any client money balances from segregated client bank accounts if:

10.15.1 there has been no movement on the client's balance for a period of six years; and

10.15.2 the Firm has sent written notice to the client at the last known address informing the client of the Firm's intention of no longer treating that balance as client money, and giving the client 28 days to make a claim.

10.16 The client can be informed about the processing times for deposit/withdrawals through the Firm's official website.

10.17 TigerWit reserves the right to request additional information and/or documentation to satisfy itself that the client's requests concerning his/her deposits/withdrawals are legitimate, and reserves the right to reject such requests if it deems it illegitimate. Furthermore, the client accepts that under such circumstances there may be a delay in processing these requests.

## 11. Charges

11.1 If the client's trading account is inactive for a calendar year, TigerWit reserves the right to charge an annual account maintenance fee of USD 15 (or currency equivalent) in order to maintain the trading account open.

11.2 Prior to trading CFDs the client needs to consider any applicable charges such as spreads, commissions and swaps. The client is solely

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responsible for requiring clarifications from the Firm in relation to the above, if necessary.

11.3 The client should note that not all charges are represented in monetary terms (for example, charges may appear as a percentage of the value of a CFD); therefore, the client needs to ensure that he/ she understands the amount that the percentage amounts to.

11.4 TigerWit reserves the right to change, from time to time, any of the charges applicable to the client

without prior written notice. The latest information shall be found online at <http://global.tigerwit.com>.

11.5 The client should note that any applicable charges shall be instantly deducted from his/her trading account.

#### Spread(s) and Commission(s)

11.6 The applicable spreads, including TigerWit's mark-up, if applicable, and commissions charged when placing a trade are available online at <http://global.tigerwit.com>.

#### Swap(s)

11.7 The swap is the interest added or deducted for holding an open position overnight.

11.8 Depending on the position held and the interest rates of the currency pair involved in a transaction the client may either be credited debited with financing; the operation is conducted at 23:59 server time and the resulting amount is automatically converted into the client's balance currency.

11.9 From Friday to Monday swap is charged once and from Wednesday to Thursday swap is charged in triple size. It should be noted that TigerWit charges its own interest; the rollover interest rates of TigerWit are based on the

overnight rate provided by Bloomberg. The Firm updates such rate as often as it deems necessary.

11.10 Further information regarding swaps can be found on <http://global.tigerwit.com>, or by contacting the firm's Customer Support Department.

#### 12. Liability

12.1 TigerWit shall, at all times, conclude client's transactions in good faith.

12.2 TigerWit bears no responsibility for any acts or omissions concluded by either a natural or legal person that provides the Firm with information in relation to the execution of the client's transactions in financial instruments, unless such acts or omissions were the result of negligence or fraud on behalf of TigerWit.

12.3 TigerWit bears no responsibility for any loss of opportunity that results in reduction in the value of the client's transactions in financial instruments, regardless of the cause of such reduction, except to the extent that reduction occurred as a direct consequence of the Firm's deliberate actions or omissions.

12.4 TigerWit bears no responsibility for any loss incurred as a result of the acts or omissions of the Institution or its employees, including but not limited to instances of false or misleading information provided by the client.

#### 13. Compensation Scheme

13.1 A client may request the Firm to provide information about the conditions governing compensation and the formalities which to be satisfied to obtain compensation.

#### 14. Indemnity

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14.1 The client shall indemnify, or indemnify on demand, the Firm for any costs incurred under the provision of investment or ancillary services by the latter, including but not limited to (i) the client's breach of the Client Agreement or (ii) false or misleading information provided by the client to TigerWit.

#### 15. Duration of the Client Agreement

15.1 The Client Agreement shall be effective from the day described in the 'Commencement of the Client Agreement' section, until its termination or default under clause (17.1) below.

#### 16. Notifications and Amendments to the Client Agreement

16.1 The Firm will notify the client in good time about any material change to the information provided under this section which is relevant to a service that the Firm is providing to that client.

16.2 TigerWit reserves the right to amend, from time to time, any part of the Client Agreement, including where the Firm deems that such amendments are necessary given an announcement by a regulatory authority of a competent jurisdiction. Under such circumstances, the client shall be notified either in writing or through the Firm's site (<http://global.tigerwit.com>) accordingly and shall reserve the right to accept or deny the amendments; it should be noted that the client's consent is not required for any amendment to be effective immediately.

#### 17. Termination and Default

17.1 The client may terminate the Client Agreement within 15 (fifteen) business days from the announcement of an amendment under the 'Notification and Amendments to the Client Agreement' section above, by sending a

notification through registered post to the Firm's Head Office,

provided only that there are no open positions traded through the relevant trading account and the client has no outstanding obligations to TigerWit.

17.2 The client may terminate the Client Agreement, for any reason, having provided a 7 (seven) business days written notice by sending a notification specifying the termination date through registered post to the Firm's Head Office, provided only that there are no open positions traded through the relevant trading account and the client has no amounts due for payment to TigerWit.

17.3 TigerWit may terminate the Client Agreement by giving the client at least 7 (seven) business days written notice, specifying the termination date.

17.4 The client accepts that TigerWit reserves the right to terminate the Client Agreement immediately by providing the former with a written notice, if clause 17.5, below, becomes effective.

17.5 TigerWit may terminate the Client Agreement immediately, in the event of:

17.5.1 a violation of any part of the Client Agreement on behalf of the client;

17.5.2 an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up proceedings that involve the client;

17.5.3 a client's death; and

17.5.4 a client involving the Firm in any type of fraud based on the Firm's reasonable suspicion.

17.6 A termination of the Client Agreement shall not imply that any of the client's

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responsibilities cease to exist; the latter shall still be liable to pay to the Firm:

17.6.1 any amount that is due to TigerWit;

17.6.2 any expenses that are incurred by or charged to TigerWit, as a result of the termination of the Client Agreement; and

17.6.3 any damage or loss that has arisen because of an arrangement or settlement.

17.7 Upon termination of the Client Agreement under clause 17.1, above, TigerWit shall immediately transfer to the client any amount available in the relevant trading account minus any outstanding amount that is due to the Firm by the client.

17.8 If clause 17.5, above, becomes effective TigerWit reserves the right to reverse any transactions that are deemed to be contrary to the Firm's or the client's interests.

## 18. Risk Disclosure

18.1 Details relating to the risks involved in trading CFDs are contained in the Annex to this Agreement.

## 19. Confidentiality and Personal Data Protection

19.1 TigerWit Financial Services Limited is registered with the Registrar General's Department of The Bahamas; therefore, any clients' personal data is kept by TigerWit according to the laws and regulations of The Bahamas.

TigerWit shall not disclose to a third party, any of its clients' confidential information unless required to do so by a regulatory authority of a competent jurisdiction; TigerWit will endeavour, to make such disclosures on a 'need-to-know' basis, unless

otherwise instructed by a regulatory authority. Under such circumstances, the Firm shall expressly inform the third party regarding the confidential nature of the information.

Clients accept and consent that TigerWit may, from time to time, contractually engage companies for statistical and/or other purposes in order to improve the Firm's business activities; as a result, some or all of the clients' personal data may be disclosed.

Your personal information may be maintained on computer records and will not be disclosed to other parties except where we are expressly permitted to on a 'need to know' basis:

- Disclose information to the institution holding client assets, their successors in business, and other institutions with which agreements are entered in order to provide you our services.

- Disclose information as required by law or instructed by the SCB or other regulatory body.

- Disclose information to our compliance advisers, auditors and other such organisations.

Under such circumstances the Firm shall expressly inform the third party regarding the confidential nature of the information.

We may also disclose your information to any other company within our Group.

We use a card processing company for your deposits and withdrawals to and from your account. This company does not retain, share, store or use personally identifiable information for any other purposes.

We may from time to time in the interests of proper administration of your account and for related purposes communicate an unsolicited real time financial promotion, as defined by SCB rules. We may from time to time engage companies for statistical purposes in order to improve the Firm's

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marketing; as a result, some or all of the clients' data may be disclosed on an anonymous and aggregated basis only.

We cannot be held responsible for the information held on your file becoming inaccurate due to your change of circumstances if you fail to inform us of those changes. We want to make sure your personal information is accurate and up to date.

You may ask us to correct or remove information you think is inaccurate.

We keep records of our business transactions, clients' categorisation and financial promotions, for at least five years.

You may request a copy of the information that we hold about you. If you would like a copy of all or some of the information please write to: The Data Controller, Lyford Financial Centre, Lyford Cay, Nassau, New Providence, Bahamas. We may make a small charge for this service.

19.2 TigerWit shall not disclose to a third party, any of the client's confidential information unless required to do so by a regulatory authority of a competent jurisdiction; such disclosure shall occur on a 'need-to-know' basis, unless otherwise instructed by, inter alia, any governmental body, subject to the provisions of applicable legislation. Under such circumstances, the Firm shall expressly inform the third party regarding the confidential nature of the information.

## 20. Recordings of Telephone Calls

20.1 The content of any telephone call ('the Telephone Record') between the client and the Firm may be recorded and saved as a magnetic or electronic record. The client agrees that the Firm has the right to use the Telephone Records as it deems necessary including but not limited to training or regulatory purposes or in connection with any dispute involving the Firm.

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20.2 All instructions received from the client, during a telephone call, in relation to trading financial instruments shall be conclusive and binding unless conditions described in clause 5.11 of the Terms and Conditions are triggered.

20.3 TigerWit may provide copies of such recordings of telephone calls as required by Law or to a regulatory authority of a competent authority, without informing the client.

## 21. Conflicts of Interest

21.1 The client accepts that a conflict of interest may arise when the interest of TigerWit competes or interferes, or appear to compete or interfere, with the client's interests under the Client Agreement.

21.2 Specifically, the client accepts that:

21.2.1 TigerWit may assign or transfer the execution of the client's instruction to another member company of the TigerWit Group of Companies;

21.2.2 the Firm may execute at the same time instructions by different clients that are opposite to one another;

21.2.3 the Firm may establish business, including but not limited to trading relationships, with other issuers of financial instruments and the Firm may have a financial interest in such instruments;

21.2.4 the Firm may pay commission - or any other related fee - to a third party as a result of introducing the client. Under such circumstances the client shall be notified accordingly.

21.3 For further details, please read the TigerWit Conflicts of Interest Policy; available online at <http://global.tigerwit.com>. The client may at any time request further details of the Conflicts of Interest policy.

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## 22. Direct Contact Consent

22.1 The client consents that any communication received by TigerWit, from time to time, in relation to the Client Agreement - or any other communication in relation to marketing (if applicable) - does not breach any of the client's rights and obligations under the Client Agreement.

## 23. Representations and Warranties

23.1 The client represents that he/ she has not been coerced or otherwise persuaded to enter into the Client Agreement.

23.2 The client declares that he/ she is over 18 (eighteen) years of age (in case the client is a natural person) or has full capacity (in case the client is a legal person); therefore, the client may enter into the Client Agreement.

23.3 The client accepts that TigerWit reserves the right to revoke at any time, without prior written notice, any power of attorney documents that govern the relationship of the client with his/ her authorised representative.

23.4 TigerWit is not engaging in any action(s) which may be deemed to constitute a solicitation of financial services. The client declares that he/she is fully aware of any implications, including but not limited to any restrictions, reporting requirements, and any other requirement set by his/her local jurisdiction in relation to entering the Service Agreement and any trading activity he/she undertakes; and further undertakes to comply with all such applicable requirements.

23.5 The client declares that any trading in financial instruments is proportional and/ or reasonable to his/ her specific financial situation and that independent financial advice has been sought, or will be if necessary.

23.6 The client accepts that the trading of any transactions in financial instruments shall occur only through the TigerWit trading platforms(s) or other platform available to TigerWit at any given time to the client.

23.7 The client accepts the contract specifications for each financial instrument as such specifications, available online at <http://global.tigerwit.com>. In addition, the client accepts that the Firm reserves the right to change the contract specifications without giving him/ her prior written notice.

23.8 If client is more than one natural or legal persons, the client's obligations and liability under

the Client Agreement shall be joint and several; under the above-mentioned circumstances any communication, including but not limited to a notice and order, shall be construed as delivered to all natural or legal persons that together form the client.

23.9 The client accepts that the Firm shall take all reasonable steps to ensure compliance with the Law; such reasonable steps shall be binding upon the client

23.10 The client accepts the fact that TigerWit shall have a lien on any amount that is deposited in his/ her trading account that is due for payment by the former to the latter. Although the Firm does not need the client's consent in order to exercise the lien the former shall notify the latter of its intention, accordingly.

23.11 The client represents that if an amount is due for payment to TigerWit, the latter shall be entitled to debit the relevant amount from the client's trading account immediately.

23.12 The client consents that if his/ her trading account is inactive for six months and its balance is less than USD15 (fifteen), or currency equivalent, then TigerWit may at its discretion disable the

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trading account. The client may enable his/her trading account, at any time; the status of a trading account can be viewed through TigerWit's app or website (<http://global.tigerwit.com>).

## 24. Force Majeur Event

24.1 TigerWit shall, in its reasonable opinion, determine that a force majeure event occurred; under such circumstances the Firm shall take all reasonable steps in order to inform the client.

24.2 A force majeure event is as an event or circumstance, including but not limited to any natural, technological, political, governmental, social, economic (including without limitation to the suspension of a currency) or similar event or circumstance that occurred after a transaction in a financial instrument occurred and such event or circumstance has not been anticipated at the date of entering into the transaction. In addition to the above, a force majeure event may include instances of illegitimate actions against the TigerWit servers that may be outside the control of with the client or TigerWit.

24.3 If TigerWit determines that a force majeure event occurred, without prejudice to any other rights of the client under the Client Agreement, the Firm may:

24.3.1 increase margin requirements; and/ or

24.3.2 increase spreads; and/ or

24.3.3 decrease leverage; and/ or

24.3.4 close-out, in good faith, any open positions at a price that the Firm considers reasonable; and/ or

24.3.5 request amendments to any closed positions; and/ or

24.3.6 suspend the provision of investment and/ or ancillary services to the client; and/ or

24.3.7 amend any of the content of the Client Agreement on the basis that it is impossible for TigerWit to comply with it.

Unless required by Law, TigerWit is entitled to refuse the provision of any investment or ancillary service to the client, at any time, without being obliged to inform the client of the reasons to do so in order to protect the legitimate interests of the Firm.

## 25. Governing Law, Jurisdiction and Dispute Resolution

25.1 The client may raise a complaint in writing to the Compliance Officer, Lyford Financial Centre, Lyford Cay, Nassau, New Providence, Bahamas. If following TigerWit's subsequent investigation and response the client is still not satisfied he/she may contact the Securities Commission of The Bahamas. Full details are contained within our internal complaints procedure, which is available to the client on request at any time.

The client accepts that the Client Agreement and any investment and/ or ancillary services provided under it by the Firm shall be governed by the Laws of The Bahamas.

25.2 Any proceedings and their settlement that may involve TigerWit and the client shall take place in the competent courts of The Bahamas.

## 26. Miscellaneous

26.1 Unless specifically instructed otherwise any notice, instruction, request or other communication shall be given by the client to the Firm in writing and shall be sent to TigerWit's office address, which appears on the 'Contact Us' page (<http://global.tigerwit.com>). Any notice, instruction, request or other communication sent

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to Firm shall be effective when received by the Firm.

26.2 The client shall not, under any circumstance, assign or transfer any of his/ her rights and/ or obligations under the Client Agreement to another natural or legal person.

26.3 The Firm may, by way of written notice to the client, assign or transfer any of its rights and/ or obligations under the Client Agreement to another natural or legal person, in whole or in part provided that such natural or legal person agrees to abide by the Client Agreement.

26.4 If, for any reason, a part of the Client Agreement is deemed to be unenforceable by a court of a competent jurisdiction then such part shall be severed from the Client Agreement and the remainder of the Client Agreement shall remain unaffected.

## 27. FAQs

27.1 Questions regarding this Client Agreement or TigerWit's Terms and Conditions should be addressed, in the first instance, to the Customer Support Department.

### 27.2 Customer Support Department

Phone: +86 400 809 8509

Email: support@tigerwit.com

## 28. Additional Contacts

### 28.1 Dealing Department

Phone: +86 400 809 8509

Email: dealing@tigerwit.com

### 28.2 Compliance Department

Phone: +1 (242) 676 7306

Email: compliance@tigerwit.com

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## Annex A – Risk Disclosure Notice

**RISK WARNING:** Contracts for Difference ('CFDs') are complex financial products, which have no set maturity date. Therefore, a CFD position matures on the date a client chooses to close an existing open position. CFDs, which are leveraged products, incur a high level of risk and can result in the loss of all of the client's invested capital. As a result, CFDs may not be suitable for all individuals. The client should not risk more than he/ she is prepared to lose. Before deciding to trade, the client shall ensure that he/ she understands the risks involved and take into account his/ her level of experience. The client may seek independent advice, if necessary.

### 1. Scope of the Notice

1.1 The Risk Disclosure Notice ('the Notice') is provided to the client in accordance with MiFID on the basis that you are proposing to trade with TigerWit in contracts for difference ('CFDs') which are leveraged products, incur a high level of risk and can result in the loss of all your invested capital.

1.2 It should be noted that the Notice does not contain all the risks and aspects involved in trading CFDs; therefore, the client needs to ensure that his/ her decision is made on an informed basis taking into consideration the following:

### 2. Product Description

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2.1 A CFD is an agreement to either buy or sell a contract that reflects the performance of, including amongst others, forex, precious metals, futures and shares; the profit or loss is determined by the difference between the price a CFD is bought at and the price is sold at and vice versa. CFDs are traded on margin and it should be noted that no physical delivery of either the CFD or underlying asset is occurring. It should be noted that when clients purchase, for example, CFDs on shares they are merely speculating on the share's value to either increase or decrease.

2.2 CFDs fluctuate in value during the day; the price movements of CFDs are determined by a number of factors including but not limited to speculation and availability of market information.

### 3. Performance

3.1 It should be noted that past performance of CFDs is not a useful indicator of future performance.

### 4. Main Risks Associated with Transactions In CFDs

4.1 Prior to trading CFDs, the client needs to ensure that he/ she understands the risks involved. CFDs are leveraged products; therefore, they carry a higher level of risk to the client's capital compared to other financial products. The value of CFDs may increase or decrease depending on market conditions.

4.2 Due to the fact that CFDs are leveraged products, engaging in CFD trading may not be suitable for the client and independent advice should be sought if necessary. The potential for profit must be balanced alongside prudent risk management given the significant losses that may be generated over a very short period of time when trading CFDs.

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4.3 The client should not commence trading in CFDs unless he/she understands the risks involved.

## 5. Capital Loss

5.1 CFDs, which are leveraged products, incur a high level of risk and can result in the loss of all of the client's invested capital. However, it should be noted that TigerWit operates on a 'negative balance protection' basis; this means that the client cannot lose more than his/her overall investment.

## 6. Credit Risk

6.1 When trading CFDs, the client is effectively entering into an over-the-counter ('OTC') transaction; this implies that any position opened with TigerWit cannot be closed with any other entity. OTC transactions may involve greater risk compared to transactions occurring on regulated markets, for example traditional exchanges; this is due to the fact that in OTC transactions there is no central counterparty and either party to the transaction bears certain credit risk (or risk of default).

## 7. Leverage (or Gearing)

7.1 CFD trading, unlike traditional trading, enables the client to trade the markets by paying only a small fraction of the total trade value. However, it should be noted that leverage, or gearing as it is often referred to, means that a relatively small market movement may lead to a proportionately much larger movement in the value of the client's position. TigerWit offers flexible leverage starting from 1:1 up to 1:200 on the trading platforms. Nonetheless, it should be noted that leverage restrictions may apply to

certain instruments, platforms and/or jurisdictions, as indicated on the official website of TigerWit.

7.2 It should be noted that the Firm shall monitor the leverage applied to client's positions, at all times; the Firm reserves the right to decrease the leverage depending on the client's trade volume.

7.3 For further details refer to <http://global.tigerwit.com>.

## IMPORTANT NOTE:

There may be specific maximum leverage limits and/or margin requirements on the instruments that are available. For more information please visit our website.

## 8. Margin Account and Requirements

8.1 The client needs to ensure that he/she has sufficient margin on his/her trading account, at all times, in order to maintain an open position. In addition, the client needs to continuously monitor any open positions in order to avoid positions being closed due to the unavailability of funds; it should be noted that the Firm is not responsible for notifying the client for any such instances.

8.2 At margin level of 30% (thirty percent), the Firm has the discretion to begin closing positions starting from the most unprofitable. In addition, at margin level of 20% (twenty) ('Stop Out'), the Firm shall automatically begin closing positions at market price, starting from the most unprofitable.

8.3 Further details regarding the above are available online at <http://global.tigerwit.com>.

## 9. Abnormal Market Conditions

9.1 Under abnormal market conditions, CFDs may fluctuate rapidly to reflect unforeseeable

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events that cannot be controlled either by the Firm or the client. As a result, TigerWit may be unable to execute the client's instructions at the declared price and a 'stop loss' instruction cannot guarantee to limit the latter's loss. This may occur, for example, at the following cases:

9.1.1 During Market opening;

9.1.2 During news times;

9.1.3 During volatile markets where prices may move significantly up or down and away from declared price; and/or

9.1.4 Where there is rapid price movement, if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted.

9.1.5 If there is insufficient liquidity for the execution of the specific volume at the declared price

9.2 CFD prices are influenced by, amongst other things, implementation of governmental, agricultural, commercial and trade programs and policies and national and international socioeconomic and political events.

## 10. Trading Platform Conditions

10.1 The client accepts that the only reliable source of price related information is the Quotes represented on the real/live server; this service may be disrupted and as a result price related information may not reach the client.

10.2 The client shall regularly consult the 'Help' menu or User Guide of the trading platform(s); if a conflict arises the Client Agreement shall prevail unless TigerWit determines, in its sole discretion, otherwise.

## 11. Communication

11.1 TigerWit bears no responsibility for any loss that arises as a result of delayed or unreceived communication sent to the client by the Firm.

11.2 In addition, TigerWit bears no responsibility for any loss that arises as a result of unencrypted information sent to the client by the Firm that has been accessed via unauthorised means.

11.3 TigerWit bears no responsibility for any unreceived or unread internal messages sent to the client through the trading platform(s); in case a message is not received or read within 7 (seven) calendar days the message gets automatically deleted.

11.4 The client is solely responsible for the privacy of any information contained within the communication received by TigerWit.

11.5 Moreover, the client accepts that any loss that arises as a result of unauthorised access of a third party to the client's trading account is not the responsibility of TigerWit.

## 12. Force Majeure Event

12.1 In the case of a Force Majeure Event the client shall accept any loss arising.

12.2 For further details read the above 'Force Majeure Event' section 25 of this Customer Agreement.

## 13. Taxation

13.1 Although investing in CFDs does not involve taking physical delivery of the underlying financial instrument independent tax advice should be sought, if necessary, to establish whether the client is subject to any tax, including

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stamp duty.

#### 14. Account Review

14.1 Through the trading platform(s), the client may review any of his/ her trading accounts, including but not limited to open and closed positions. In addition, through TigerWit Direct the client may safely manage his/ her account and depositor withdraw money depending on his/ her trading needs.

#### 15. Technical Issues

15.1 TigerWit bears no responsibility for any loss that arises as a result of a system failure, including but not limited to:

15.1.1 hardware or software failure, malfunction or misuse either on the client's side or the Firm's or both;

15.1.2 poor internet connection either on the client's side or the Firm's or both;

15.1.3 incorrect settings in the client terminal; and

15.1.4 delayed updates of the client terminal.

15.2 The client accepts that at times of excessive transaction flow there might be some delay in contacting, over the telephone, a member of the Dealing Department, especially when there are important market announcements.

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