

PARTNERSHIP AGREEMENT



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1. UAG Markets Introducer Agreement

- 1.1 The following are the complete terms and conditions to apply as a member of the UAG Markets Introducer Program. Before registering for the UAG Markets Introducer Program, please take the time to carefully read this Agreement. Before you can join the Company as an Introducer, you must unconditionally accept and agree to all of the terms and conditions set forth in this Agreement, including those that are listed below and those that are referenced herein.
- 1.2 UAG Trade Asia CO., LTD (hereinafter the "UAG Markets" or "we") which is a member of the UAG Markets, is incorporated under the laws regulations of Commercial Rules and register law, commercial enterprises law, civil code and penal code of the Kingdom of Cambodia has its registration number. The company is authorized as a Private Limited Company under the Ministry of Commerce with registered address Phum 1, Srah Chak, Doun Penh, Phnom Penh, 12201
- 1.3 The "Introducer" or "Affiliate" shall mean the individual or entity that applies for Introducer Program membership in accordance with the terms and circumstances stated above shall be referred to as an "Introducer" or "Affiliate."
- 1.4 Additionally, both may be referred to individually as "the Party" and together as "the Parties" throughout the following. When the context permits, the aforementioned terms shall also refer to receivers, managers, successors in interest, and personal representatives in the case of legal persons. WHEREAS, the Introducer may introduce Clients to the Company on the conditions outlined in this Agreement. And considering that the introducer has the necessary knowledge and experience to provide the introduced clients with such intermediary services that amend the quality of service offered for the conclusion of financial contracts.
- 1.5 IT IS AGREED:

CLIENTS

The term refers to any individual whom the Company has authorized to create an account (or accounts) according to the Client Agreement, whose introduction the Introducer actively facilitated in order for the Company to enter into a financial relationship.

CLIENT AGREEMENT

Refers to the Client's Trading Terms and Conditions, which are published on the Company's main website and which the Client agrees to when he or she registers an account with the Company.

E-WALLET

Refers to the digital wallet associated with the Introducer account, which is established by the Company automatically when the Introducer account is registered.

MAIN WEBSITES

Refers to the domain name of the company and/or any additional domains that it runs primarily for advertising and marketing reasons.

INTRODUCER'S COMMISSIONS

Refers to any commission, rebates, and/or other compensation that the Company may pay the Introducer for services provided in connection with the closing of Client Agreements between the Company and Clients that the Introducer has identified, sought out, and introduced to the Company.

The "Introducer" or "Affiliate's" compensation will be based on a predetermined fee or percentage, agreed upon by the Parties, per lot on Clients who sign a Client Agreement with the Company after the "Introducer" or "Affiliate" performs intermediary services for the Client.

INTRODUCER'S PROGRAM

Refers to the program that the Company makes available to specific people or organizations through the Company's website, in accordance with the terms and conditions of this Agreement, to engage the Introducer to act as a mediator between the Company and targeted clients for the conclusion of a Client Agreement with the Company.

2. Electronic Signatures and Introducers Acceptance of Agreement(s)

- 2.1 The Introducer hereby acknowledges and agrees that (a) by submitting the Introducers Application Form to the Company and clicking on the "I Accept" button or similar buttons or links, as may be designated by the Company on the Company's Main Website(s), shows his/her approval of this Agreement, (b) by continuing to access or use the Company's Main Website(s), and (c) by directing potential new Clients to the Company's Main Website(s) for the purpose of analysing their information with regards to the financial products offered by the Company, and/or (d) by accepting any commissions and/or payments from the Company or any of its Clients are entering into a legally binding contract and fully agrees to abide by and be bound by all the terms and conditions set out in this The agreement, as they may apply.
- 2.2 To the extent permissible by relevant obligatory legislation, the Introducer hereby waives any rights or obligations under any laws or regulations in any jurisdiction requiring an original (non-electronic) signature, delivery, or preservation of non-electronic records.

3. Representations and Warranties of the Introducer

- 3.1 The Introducer has completed all required steps in connection with this Agreement and has all necessary authorization to enter into it and be completely bound thereto. The Introducer declares that he or she is competent to engage in this Agreement and that, in accordance with local regulatory requirements, he or she is qualified to provide the services indicated in this Agreement.
- 3.2 In order to introduce, explain, and/or promote the financial services provided by the Company, the Introducer acting as a mediator must always provide accurate information to the Company, including but not limited to: identity, contact information, payment instructions, nationality, residency, participation in affiliate/partner/introducer programs for other websites, and the location and nature of the Introducer's intermediation activities.

- 3.3 The Introducer is in full compliance with all registration, qualification, and/or other requirements of all jurisdictions and regulatory bodies for the duration of the Agreement, to the extent that such registration, qualification, and/or other requirements are applicable to him/her.
- 3.4 If the Introducer is a business or other kind of legal entity, the Introducer has been properly established, is currently in compliance with all applicable legal requirements, and is in good standing (s).
- 3.5 In order to improve the level of service provided to his or her clients and to introduce and/or describe the services provided by the Company to his or her clients, the Introducer will serve as a mediator between the Company and his or her clients. As a mediator, the Introducer will take all necessary steps to ensure that the Company and his or clients engage in a contract. This includes, but is not limited to, performing the preliminary work required to reach an agreement between the Company and the Client. In order to persuade potential investors to invest, such preliminary work will involve presenting the specifics of the financial products the Company offers to them and comparing them to those of other suppliers.
- 3.6 The Introducer shall operate and conduct business as an independent contractor, not as the Company's agent, employee, or representative.
- 3.7 The Introducer is not allowed to give the introduced Clients any investment advice.
- 3.8 When it comes to the service being offered under this Agreement, the Introducer is required to disclose to the referred Clients any commissions they have earned as well as any extra commissions.
- 3.9 The Introducer recognizes and accepts that he or she is responsible for paying any applicable fees, charges, and taxes incurred in the normal course of business.
- 3.10 Unless expressly permitted by the Company, the Introducer is not permitted to use the Company's logo in any communication, on any business cards, on any electronic transmissions, etc.
- 3.11 The Introducer understands that he or she is not permitted to register a company whose name contains the letters "UAG Markets" or "UAG Trade Asia CO., LTD". The Introducer also understands that it is against the law to register and/or run a domain name with the words "UAG Markets" or "UAG Trade Asia CO., LTD" in the name.
- 3.12 The Introducer declares and certifies that he or she will not use any media or medium, including but not limited to websites that meet any of the following criteria, to post promotional materials for the Company: Promote discrimination based on race, sex, religion, nationality, handicap, sexual orientation, or age, (a) promote (including links to) sexually explicit content, violence, or unlawful activities, (b) manipulate keyword searches on portals and/or search engines that compete with the Company's, (d) misrepresent themselves as the Company's main website(s) by copying the text or visual "look and feel" of the Company's main website(s) or by violating the Company's intellectual property rights in any other way, including without limitation by "scraping" text or images from the Company's main website (s) or the Company managed Banners and/or Text Links, search marketing or all other online and offline campaigns, (e) include " UAG Markets " or " UAG Trade Asia CO., LTD". or variations or misspellings thereof in the Introducer's domain names, (f) do not clearly make available an online privacy policy to visitors of his/her website, (g) are "under construction" or have broken URLs, or (h) are otherwise considered offensive or inappropriate, in the Company's sole discretion.

- 3.13 The Introducer shall not permit or encourage any third party to (a) generate use of the online services provided by the Company directly or indirectly through any automated, misleading, fraudulent, or other invalid means, including but not limited to repeated manual clicks, the use of robots, other automated tools, and/or computer-generated queries, and/or the unauthorized use of other search engine optimization services and/or software; (b) edit, modify, filter, or otherwise transform the information provided by the Company; remove or otherwise inhibit the full and complete display of any Web page accessed by a Client after clicking on any part of the Company Main Website(s); (d) redirect any Client away from the Company's Main Website(s); (e) provide a version of any Web page of the Company's Main Website(s) that is different from the page an end user would access by going directly to the Company's Main Website(s); intersperse any content between the Company's Main Website(s) and the applicable landing page on the Company's Main Website(s) or otherwise provide anything other than a direct link from the Introducer's website(s) to a relevant landing page on the Company's Main Website(s), as approved by the Company in accordance with this Agreement on any Web page or any website(s) that contains any pornographic, hate-related, violent, or illegal content; (f) directly or indirectly access, launch, and/or activate access to the online services offered by the Company through or from, or otherwise incorporate access to the online services offered by the Company or referrals in, any software application, website, or other means other than his/her website(s), and then only to the extent expressly permitted by this Agreement; (g) "crawl", "spider", index, or in any non-transitory manner store or cache information obtained from or pertaining to any Client who has been or is identified as solicited by and introduced and/or referred to the Company's Main Website(s) via his/hers tracker(s), or any part, copy, or derivative thereto; (h) act in any way that violates any various policies posted on the Company's Main Website(s), as may be revised from time to time, or included in any other agreement between the Introducer and the Company (including, without limitation in this Agreement; (i) disseminate malware; (j) create a new account to enroll in the Company's Introducer Program after the Company has terminated this Agreement with the Introducer as a result of the Introducers' breach of this Agreement; or (k) engage in any action or practice that reflects poorly on the Company or otherwise disparages or devalues the Company's reputation or goodwill.
- 3.14 The Introducer is not permitted to send emails promoting the Company, the Company's Main Website(s), the Company's Introducing Program, and/or the online services supplied by the Company unless specifically permitted by this Agreement, and then only if and to the extent stated herein. The Introducer further expressly agrees and acknowledges that the Company does not engage in mass unsolicited emailing (also known as spamming or desktop scraping) to advertise the Company, the Company's Main Website(s), the Company's Introducer Program, and/or the online services provided by the Company and that the Introducer is expected to comply with this as well.
- 3.15 The Introducer acknowledges and agrees that any attempt to participate in or violation of any of the aforementioned is a material breach of this Agreement and that the Company may pursue, in its sole discretion, any and all available legal and equitable remedies against the Introducer, including the immediate suspension of the Introducer's Account(s) with the Company and/or the immediate termination of this Agreement, without prior notice being necessary, and/or the purported termination of the Introducer.
- 3.16 The Introducer further represents and warrants that his or her website(s) and any materials therein: (a) comply with all applicable laws, statutes, ordinances, and other applicable regulations; (b) do not violate and have not violated any duty towards or right of any person or entity, including, without limitation, rights of intellectual property, publicity, or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; and (c) are not pornographic, hate-related or otherwise violent in content.

4. Hosting Service from Third Party

- 4.1 The Company may, in its sole discretion, offer a hosting solution through a third-party hosting provider, wherein the Introducer points his or her domain name to the appropriate nameservers (DNS) of the hosting provider for the express intent of hosting a referral landing page. Noteworthy is the fact that the hosting service shall only be available and/or applicable to Introducers who are duly validated and/or accepted by the Company, as per the Company's internal processes and procedures.
- 4.2 Without notifying the Introducer first, the Company shall have the right to keep an eye on the relevant landing page and make any required adjustments to keep it compliant with the provisions of the current Agreement. For the purpose of measuring the amount of traffic brought to the company's website, the landing page must include the Introducer's specific affiliate and/or referral link (s). It should be noted that the content of the specific landing page cannot be changed or modified by the Introducer.
- 4.3 The Introducer shall not be charged for the provision of this service, which shall be rendered to the latter whenever the Company deems it necessary and/or suitable.
- 4.4 If the given hosting service experiences downtime or is unavailable due to technical problems or malfunctions, the Company shall not be accountable for any loss of traffic and/or inability of the introduced clients to register under a specific Introducer.
- 4.5 It should be noted that the Company maintains the right to end this service at any time, for any reason, including if the conditions of this service or those of the current Agreement are violated. The commercial relationship between the Company and the Introducer may also end for any other reason.

5. Relationship and Activities

- 5.1 In the event that the Introducer deviates from the standard interpretation of this Agreement, it will be considered that he/she has breached the Agreement unless he/she has previously obtained written confirmation from the Company.
- 5.2 The Introducer hereby agrees to inform potential Clients about the services provided by the Company in accordance with the terms of the Client Agreement. The Introducer will make every effort and take all required steps to ensure that the Company enters into an agreement with any Clients they introduce.
- 5.3 The Company's prior written consent must be obtained before any Introducer decides to target a person who is a national or resident of a prohibited country and/or a country with restrictions.
- 5.4 The Introducer recognizes and agrees that he or she will not be eligible to receive any Commission from the Company for any Clients introduced who are nationals or residents of prohibited or restricted countries.
- 5.5 When necessary, the Introducer will interpret documents for the Company and explain the services it provides to he or her clients. The Introducer will, if necessary, serve as a liaison between the Client and the Company.

- 5.6 The Company is not accountable and has no liability for any advice, recommendation, or decision made by the Introducer to the Client, without limiting the Introducer's obligations under this Agreement, particularly the service of acting as a mediator between the Company and the prospective Client for the conclusion of a financial transaction, including the presentation and analysis of the Company's financial products.
- 5.7 The Introducer must comply with all requirements set forth in this Agreement, including any additional Appendices, and must ensure that he or she has mediated so that the Client and the Company enter into an agreement with the prospective Client in order for the Introducer to be eligible for any commissions with regard to the introduced Clients either the prospective Client visited the Introducer's website directly before opening an account with the Company OR the prospective Client used the Introducer's unique act of mediation before opening an account with the Company. For the avoidance of doubt, even if clients contact the Company through the Introducer's website, the Introducer's duties under this Agreement, notably those related to taking all steps required for the Company to enter into a contract with the Client, remain in effect.
- 5.8 The following features and data should be included on the Introducer's website, if one is kept for the purpose of marketing the Introducer's firm, in order to identify and target the most appropriate opportunities:
- (a) A link directing prospective Clients to the Company's Main Website(s);
 - (b) The Company's information and/or logo and/or banners for the prospective Clients; and
 - (c) Description of the Company's product(s) in order to provide specific information to prospective Clients wishing to enter into a Client Agreement with the Company, in relation to the financial products provide by the Company.
- 5.9 Before adding any details or features pertaining to the Company and its services, the Introducer must have permission from the Company. If the Introducer wants to alter the Company's information or functionality that the Company first gave and authorised, the Introducer must first get a fresh permission from the Company before moving forward with the adjustments.
- 5.10 If there is any discrepancy in the claim(s) made by the Introducer and the Company about the introduced Client, the Company shall have the exclusive discretion to accept or reject the claim(s) of the Introducer provided that it has properly evaluated the claims.
- 5.11 potential client who is introduced by the Introducer and opens an account with the company is also regarded as a client of the company and is therefore subject to all of the company's rules, policies, and operating procedures that regulate his or her activity at the company's main website(s). They must also follow the same procedure as any other client who opens an account with the company.
- 5.12 Any client that the Introducer introduces may be accepted, obtained, undertake or rejected, refused, rebuff, declined by the Company at its sole discretion, and it is always free to sever ties with any Client. For as long as the relevant laws and regulations permit, all information pertaining to Clients who open Accounts with the Company will remain the Company's sole and exclusive property. By entering into this Agreement, the Introducer does not acquire any rights to such information, other than those expressly granted herein.
- 5.13 The Introducer shall not direct or influence any Client with regard to his or her trading or funding facilities unless the Client has consented in writing to the Introducer's doing so. This is without prejudice to the obligations of the Introducer under clause 3.5 of the current Agreement, whereby the Introducer undertakes to act as a mediator between the Company and the prospective Client for the conclusion of an agreement and for presenting, to prospective Clients, the financial products of the Company.

- 5.14 Unless otherwise agreed and the necessary evidence is given to and authorised by the Company, the Client is required to finance his or her account held with the Company directly from his or her personal bank account. Only the original remitter from whom the monies were deposited, using the same payment method, is eligible for a refund from the Company. The Company will not be held accountable or liable for any marketing campaigns or promotions that the Introducer may launch in order to further his or her own business objectives, for the provision of the mediation services under this Agreement, or for any associated fees or costs. The Introducer is responsible for paying all expenses.
- 5.16 The Introducer agrees that all mediation activities conducted for the purpose of identifying, targeting, and referring potential Clients to the Company must be professional, proper, and legal under an applicable law. The Introducer may refer potential Clients to the Company's Main Website(s) subject to the terms and conditions of this Agreement and in accordance with the terms and conditions hereof.

6. Company's Initiatives

- 6.1 According to the terms of this Agreement, the Company guarantees to make all payments due to the Introducer in connection with the Introducer's Commissions for its financial services.
- 6.2 The Introducer will be entitled to the Commission structure that has been agreed upon, and modifications cannot be made without the consent of both Parties.
- 6.3 The Company is responsible for the calculation and due payment of the Introducer's Commissions.
- 6.4 The Company's Trading Terms and Conditions are set out in the Company's website.
- 6.5 The Company reserves the right to withhold any commissions owed to the Introducer in the case of a disagreement or complaint from a Client until such matters are addressed.
- 6.6 The Company maintains the right to impose temporal restrictions on the Introducer's profile in the event that it discovers any misuse regarding the trading activity of any Clients referred by the Introducer, such as opening and closing transactions immediately in order to generate commissions.

7. Payments & Reports

- 7.1 For the purpose of calculating compensation based on the Introducer's Commission(s) definition, the Company will monitor and report the trading activities of Clients who have been approved by the Company to create an account as a consequence of the Introducer's active mediation.
- 7.2 The Introducer's Commission(s) will be paid into the appropriate account of the Introducer held with the Company each day, which is 15 minutes minimum, upon closing of order(s) into the wallet of the Introducer's profile. Commission(s) is considered valid and only generated if the trade is held above or equal to 5 minutes.

- 7.3 The Commission(s) amount owed shall be deemed invalid and lost if the Commission(s) produced over the course of three (3) consecutive months are less than USD 50. The minimum withdrawable Commission(s) is USD 50, while the Introducer's need to have at least 5 referral that has history of deposit and trade executed.
- 7.4 The Company reserves the right to withhold payment of Commission(s) until it has verified the relevant transactions in the event that the Company finds any trading activity by Clients introduced by the Introducer to be suspicious. The company has the right to terminate this agreement and/or adjust or withhold the introducer's commission(s) in accordance with its sole discretion if it judges the activity to be fraud traffic.
- 7.5 The Introducer's Commissions payable for the specified month shall be deemed fully and finally settled upon the Introducer's deposit of payment, acceptance of payment transfer, or acceptance of other payment. Therefore, the Introducer must NOT accept payment for the amount due if there is a disagreement with the reports or the amount payable and must issue a written notice of dispute right away. The Introducer shall be presumed to have renounced any and all rights with respect to such report or payment and further to have waived all claims if such dispute notices are not in writing and are not received within thirty (30) calendar days of the end of each month for which payment is made.
- 7.6 Any earned balance of the Introducer's Commission(s) that are due and payable to the Introducer at the time of termination of this Agreement will be paid by the Company to the Introducer within sixty (60) days following the end of the calendar month in which the Agreement is terminated by the Introducer (following the Company's receipt of the Introducer's written notice, including by email, to terminate the Agreement). For as long as his or her Account is active, the Introducer is entirely responsible for supplying and maintaining the correct address and other contact information.
- 7.7 The Company could occasionally be holding money, payments, or other sums owed to the Introducer under this Agreement. The Introducer understands and agrees that the Company may immediately forfeit any funds, payments, or other amounts related to this Agreement that are due to the Introducer (if any), but which the Company is unable to pay or deliver to the Introducer because the Introducer account(s) is/are Inactive (as defined below). The Company may also terminate the business relationship with the Introducer by disabling the Account and giving the Introducer written notice. Inactive means the following, according to the Company's records:
- a) the Introducer has not accessed the Introducer account(s) for two (2) years or more, has not asked to be paid the generated commissions, and/or
 - b) In spite of repeated attempts to contact the Introducer at the location shown in the Company's records, the Company has been unsuccessful or has not received sufficient payment instructions from the Introducer.

8. Dormant and Archiving Policy

- 8.1 The E-wallet associated with the Introducer account shall be deemed "dormant" by the Company if there is no activity (i.e., no commissions produced) for a predetermined period of at least three (3) consecutive months. When there hasn't been any action in an Wallet for three (3) consecutive months (i.e., since the last day commissions were produced), the E-wallet is regarded to be inactive.



- 8.2 A USD 5 (five United States Dollars) monthly inactive cost or, if the available commissions are less than USD 5, the full amount of the produced commissions, will be charged to dormant E-wallets (five United States Dollars). If there are no produced commissions in the E-Wallet, there will be no fee (i.e., zero balance).
- 8.3 After three (3) consecutive months of inactivity, e-wallets with a balance of less than \$5 (five dollars) will be archived (i.e., no commissions generated and no withdrawals performed).

9. Confidentiality and Personal Data Protection

- 9.1 Except for terms or information that is already in the public domain, the Introducer shall maintain the confidentiality of all information and shall not disclose to any third party any terms of this Agreement or information incidental or related thereto or the business of the Company, unless such disclosure is required by any applicable law, by any regulatory or governmental body, or with the written consent of the Company. This provision will remain in force and be binding on the Introducer indefinitely, regardless of anything to the contrary in this Agreement or the termination of this Agreement.
- 9.2 The Introducer recognises the value the Company places on safeguarding the privacy of its clients and hereby expressly agrees, undertakes, and acknowledges that it will not attempt to access or attempt to obtain any "Personal Data" obtained from or about potential new clients or current clients without the express prior and written consent of, or expressed written instructions from, the Company.
- 9.3 By signing this document, the Introducer explicitly recognises, accepts, and agrees to comply at all times with all applicable laws and rules related to the protection of "Personal Data," in particular the Personal Data Protection Legislation.
- 9.4 In particular, if the Introducer collects "Personal Data," he or she must inform the concerned "Data Subjects" of all applicable laws and rules pertaining to "Personal Data" protection, in particular the Personal Data Protection Legislation, and, if necessary, obtain the prior written consent of all "Data Subjects" in question.

10. Communications and Notices

- 10.1 Unless otherwise indicated, the Introducer must use postal mail or email to communicate any notices, instructions, requests, or other communications.
- 10.2 The Company may communicate with the Introducer in writing or by email at the email address he or she supplied upon registration.
- 10.3 English shall only be used to communicate any notices or other information given by the Company or received from the Introducer.

11. Modification and Termination

- 11.1 There may be periodic changes to this Agreement. Unless otherwise specified, any modifications to the Agreement will not affect Introducer's Commissions earned in connection with transactions completed before the modifications take effect. Any revisions to the Agreement must be communicated to the Introducer by the Company at least five (5) working days before they take effect. The Introducer may end the Agreement if they don't agree with the revisions.
- 11.2 Any Party (Company or Introducer) may end the Agreement by giving the other party five (5) working days' written notice.
- 11.3 Due to any misconduct, breach, failure, or other significant event, including liquidation or insolvency on the part of the Introducer, the Company shall reserve the right to terminate or suspend this Agreement and any rights of the Introducer that may be subject to the provisions of this Agreement and/or its Appendices hereto attached or related, without prior notice. The Company will decide whether to do so at its own discretion.
- 11.4 The Introducer is required to return to the Company any Company materials used to advertise his firm once the Agreement expires (e.g. newsletters, banners, text, etc.). When the stated Agreement is terminated, the Introducer must promptly remove any Company contents from any websites they control where they are being used.
- 11.5 Upon termination of this Agreement, the Company warrants to pay the Introducer all Introducer's Commissions as set out on this Agreement.
- 11.6 In addition, the Company may immediately terminate this Agreement for Cause, with written notice to the Introducer, if either of the following scenarios occurs: (a) the Company or the Introducer is no longer in compliance with any one or more of the Introducer's obligations under this Agreement; or (b) the Introducer ceases to be, in the Company's reasonable opinion, fit and proper to introduce/provide the Services to Company.

12. Force Majeure

- 12.1 The failure, interruption, or delay in the performance of this Agreement caused by any act of God, fire, war, civil commotion, labour dispute, act of state, governmental or supranational body or authority, or any investment exchange and/or clearing house shall not constitute a breach of this Agreement by the Company and shall not subject the Company to any liability or responsibility of any kind for any loss or damage incurred by the Introducer as a result of such failure, interruption, or delay.
- 12.2 The Introducer understands and accepts that the Company may, in its reasonable discretion, find that a Force Majeure Event either already exists or is about to occur. If this is the case, the Company will notify the Introducer as soon as is reasonably practical.

- 12.3 If the Company determines that a Force Majeure Event has occurred or is imminent, it may (without limiting any other rights under this Agreement and in its sole discretion) take whatever action it deems necessary or appropriate in the situation, taking into account the Introducer and his or her customers. In no event will the Company or any of its directors, officers, employees, agents, or advisers be liable for any failure, delay, or other breach of its obligations.

13. Regulatory Issues

- 13.1 To ensure compliance with the regulations of commercial rules and register law, commercial enterprises law, civil code and penal code of the kingdom of Cambodia or any other applicable laws and regulations, the Company shall be free to take any action it deems necessary in its sole discretion. Such actions shall be binding on the Introducer and shall not subject the Company or any of its directors, officers, employees, or agents to liability.
- 13.2 The Introducer hereby expressly recognises and undertakes to cooperate with the regulations of commercial rules and register law, commercial enterprises law, civil code and penal code of the kingdom of Cambodia and any other pertinent regulator of Company about the topics covered by this Agreement upon reasonable written notice from the Company and at its request.

14. Governing Language

- 14.1 The language of both this Agreement and any subsequent agreements made hereto (both current and future) is English. Any other translations are merely offered for convenience. The original English texts shall control in the event of any conflict or disagreement between them and their translation into any other language.

15. Applicable Laws and the Location of the Jurisdiction

- 15.1 This Agreement and all transactional relations between the Introducer and the Company are governed by the regulations of commercial rules and register law, commercial enterprises law, civil code and penal code of the kingdom of Cambodia.

