



GOLDWELL CAPITAL CO., LTD.

CLIENT AGREEMENT FOR DERIVATIVES TRADING

Client Name:	Account Number:
Derivatives Representative Name:	Code Number:
Commission:	

Golden Tower (4/F), #158-166, St. 215, Sangkat Vealvong,
Khan 7Makara, Phnom Penh, Kingdom of Cambodia
Telephone Number: 015 304 666, Email: operation@goldwellcap.com

Client Agreement for Derivatives Trading (Agreement) is made in Phnom Penh:

Between:

(1) Goldwell Capital Co., Ltd. (the “Company”) whose office is situated at 4/F Golden Tower, #158-166, St. 215, Sangkat Vealvong, Khan 7Makara, Phnom Penh, Cambodia.

And:

(2) Name:..... (the “Client”), Address:.....
....., Identity Card/Passport No.:..... Registration
Numbers (in case of entity):..... Date:...../...../.....

The Company and the Client are collectively referred to as “The Parties”

The Parties hereto agree as follow:

ARTICLE 1: DEFINITION

- Derivatives Instrument: refers to Contract for Difference of the primary financial instrument derived from equity securities, debt securities, indices, metal, precious substance, crude oil, natural gas, commodities, currencies and principal protected scheme traded in exchange. These derivatives instruments are one type of securities.
- Derivatives Brokerage Business: refers to business which provides derivatives trading services as the agent of its client.
- Central Counterparty: refers to a company which act as a direct counterparty for every derivatives trading contract, i.e. as a buyer for every seller and as a seller for every buyer.
- Spread: refers to the difference between bid and ask price of the product.
- Law: refers to the Law on Issuance and Trading of Non-government Securities.
- Derivatives Broker: refers to a licensed company or a securities firm approved by the Director General of the SECC to operate derivatives brokerage business.
- Derivatives Representative: refers a physical person licensed by the Director General of the SECC to open and manage Client’s trading account and provide other services as derivatives broker.
- Margin: means a deposit of money required by the Company to be placed with the Company by the Client as a guarantee of performance of the terms and conditions of this Agreement by the Client and includes initial margin and maintenance margin;
- Initial Margin: refers to amount of initial cash as percentage of the total investment which a Client shall deposit in the account prior to trading.
- Margin Call: refers to the requirement for additional cash deposit into the account by the Client to the required maintenance level.
- Liquidation Margin: refers to equity level at which trading is automatically settled in the event of no additional cash deposit in the account after margin call.
- Maximum/Minimum Trade Size: refers to the number of lots that can be traded per individual transaction.
- Leverage: refers to trade size allowed for a Client to trade in excess of actual cash available in his/her account.
- Anukret: refers to Anukret on the implementation of the law on issuance and trading of non-government securities.
- Lot: refers to number of units of a certain product.
- Pip: refers to the smallest unit of price variation of a product
- Abnormal Transactions: means the trading method, devices, means, pattern or manner adopted by the Client resulting in such transaction or series of transactions which, in the sole opinion and judgment of the Company without the need to first consult the opinion of the Client, affects or has affected the system stability and order, and/or market risk of the Company; notwithstanding

anything stated in this Agreement to the contrary, the Company shall have the sole, exclusive and absolute right to consider or determine which transaction or series of transactions whether conducted, controlled or produced by the Client or not in relation to this Agreement can be categorized as or deemed to be the "Abnormal Transactions" as defined herein, and any investigation conducted or decision concluded by the Company in respect of any and all Abnormal Transactions whether conducted, controlled or processed by the Client under this Agreement shall be final and conclusive, by which the Client must abide and cannot object, challenge or question in any circumstances.

- Access Codes: means the trading account number and the password provided by the Company to the Client for gaining access to the On-Line Services and for placing a Trading Order.
- On-Line Services: means the on-line internet trading services provided by the Company to facilitate the trading by the Client.
- SECC: Refers to Securities and Exchange Commission of Cambodia.
- Trading Order: means an order for opening or closing a position for buying or selling derivatives with the Company in the Derivatives Market in respect of a Client's Account.

ARTICLE 2: GENERAL RULES

- 2.1. The Client agrees that the Company acts as his/her agent and is entitled to carry out activities related to derivatives trading on behalf of the Client. The Client agrees to fulfil obligations which result from the mandate performed by the Company authorized by the Client under this agreement and relevant regulations.
- 2.2. The Company shall not trade derivatives instruments in the Client's account on behalf of the Client with the Client's prior consent.
- 2.3. The Company ensures that it is licensed by the SECC to provide services to its Clients.
- 2.4. Both parties acknowledge and agree that remuneration to the Company states in the Agreement is determined based Table [1] and is subject to change determined by SECC. The Company can update Table [1] in case of any change to the remuneration and shall notify the Client in writing on such change. Increase in remuneration as stated in the Agreement is effective unless this Agreement is updated, and the Client has been notified in writing and agrees to such change.
- 2.5. The Client has read and understood the relevant laws and regulations, as well as general rules of derivatives trading of the Company and shall abide by these relevant laws and regulations, as well as these general rules.
- 2.6. The Client agrees to provide the Company with the following:
 - a. Information about the Client's real identity and beneficiary;
 - b. Purpose of the trading;
 - c. Information about the Client's trading in the company or other companies and information about the derivatives instrument being traded;
 - d. When the Client makes trading order on behalf of another person, the Client agrees to provide the information as stated in above a, b and c in 2.6 of the subject person.
- 2.7. Both parties agree that derivatives trading shall be in compliance with the relevant laws and regulations.
- 2.8. The Company shall provide derivatives trading reporting on the cash balance, derivatives trading situation and the Client's margin so that the Client can verify with the system operated by the Company. This report shall be provided to the Client in writing, electronically or by other means as agreed by the Client.

ARTICLE 3: DERIVATIVES TRADING

- 3.1. The Client agrees to deposit cash or property as collateral before trading derivatives instruments.
- 3.2. In order to place any order to trade a derivatives instrument under this Agreement, the Client shall clearly understand the various type and trading rules determined by the Central Counterparty in compliance with the laws, regulations and rules in force.
- 3.3. Trading order can be placed by a written notice, voice mail, email or other electronic means. Upon receiving the Client's trading order, the Company shall record the order in the form of written notice, voice mail, email, or other electronic means to verify the Client's order. In case that the derivatives trading order is made by phone, the Client agrees to allow the Company to record the voice related to the trading order by phone as evidence.

- 3.4. The Company shall ensure an effective mechanism in receiving the Client's trading order.
- 3.5. The Company shall provide information to the Client on possible risks while placing trading order and shall be not responsible for risk of interruption in phone communication system, internet or internal trading system, the Client's computer, power failure, problems with data transmission facilities, unauthorized access, theft, fire, war, strikes, civil disorder, acts or threatened acts of terrorism, natural disasters or labor disputes which arisen beyond the Company's forecast and control
- 3.6. The Company shall ensure minimizing the possible risks related to trading order.
- 3.7. The Company shall promptly notify the Client in case that the Company is aware that any unauthorized person uses the Client's confidential information to place any trading order.
- 3.8. The Client shall acknowledge that he or she is aware and understand the possible risks during the trading order which is informed by the Company.
- 3.9. The Client shall promptly inform the Company in case that the Client is aware that any unauthorized person uses his or her confidential information to place any trading order.
- 3.10. The Client acknowledges and agrees that the derivatives trading order through derivate broker is the trading between the Client and the Central Counterparty who is another party of the Agreement for whom the Company acts as an agent.
- 3.11. The Client agrees that he shall be the only authorized user of the Access Codes and the On-Line Services or direct by telephone or by such other means as designated by and acceptable to the Company. The Client shall keep the Access Codes strictly confidential and shall not disclose the Access Codes to any person under any circumstances.
- 3.12. Client agrees to pay any fees that the Company may charge him for using the On-Line Services or such other means as designated by and acceptable to the Company.
- 3.13. The Client agrees to review every instruction before entering it through the On-Line Services or direct by telephone or by such other means as designated by and acceptable to the Company as it may not be possible to cancel his instruction once given. The Client may request in writing to cancel or amend his instruction but the Company is not obligated to accept any such request. The Client acknowledges that an instruction may be cancelled or amended only before execution.
- 3.14. Where an instruction is received through the On-Line Services or direct by telephone or by such other means as designated by and acceptable to the Company from the Client:
 - a. the Company shall execute such instruction at the price quoted in the On-Line Services or direct by telephone or by such other means as designated by and acceptable to the Company at the exact point in time that such instruction is received by the Company; or
 - b. where the Client has specified a price, the Company shall start to execute such instruction immediately once the price quoted in the On-Line Services or direct by telephone or by such other means as designated by and acceptable to the Company has reached or passed the specified price, and the execution price will be the price quoted in the On-Line Services or direct by telephone or by such other means as designated by and acceptable to the Company at the exact point in time of the execution, which may not be identical to or may be better or worse than the specified price.
- 3.15. The Client shall immediately notify the Company if:
 - a. an instruction has been placed through the On-Line Services or direct by telephone or by such other means as designated by and acceptable to the Company but the Client has not received an accurate written acknowledgement of the instruction via email;
 - b. the Client has received a written acknowledgement of a transaction via email which the Client did not give instruction for;
 - c. the Client becomes aware of any unauthorized use of his Access Codes; or
 - d. the Client has difficulties with regard to the use of the On-Line Services or direct by telephone or by such other means as designated by and acceptable to the Company.
- 3.16. The Client acknowledges and agrees that he shall be wholly and solely responsible for all instructions given or entered direct by telephone or through the On-Line Services, or by such other means as designated by and acceptable to the Company, using the Access Codes by client or by authorized or unauthorized person or by company's derivatives representative except if problems caused by company's derivatives representative which is under the company's liability.

- 3.17. The Client acknowledges and agrees that the Company is the owner of the On-Line Services, or such other means as designated by and acceptable to the Company. The Client shall not attempt to tamper with, destroy or otherwise alter any of the hardware and/or software of the On-Line Services, or such other means as designated by and acceptable to the Company and sub-license the use of the On-Line Services, or such other means as designated by and acceptable to the Company, or use the On-Line Services in any way other than as On-Line services. The Client undertakes to notify the Company immediately if client becomes aware that any of the actions described above in this paragraph are being attempted or perpetrated by any person. The Company has the right to cancel the transactions when the Company suspects or has reasonable grounds to believe that, these transactions were entered by way of using software or program or other methods that affect the trading platform stability of the Company
- 3.18. The Client understands that the Company does not guarantee the timeliness, sequence, accuracy, continuity, promptness or completeness of the information in the On-Line Services, or direct by telephone or by such other means as designated by and acceptable to the Company, and no recommendation or endorsement from the Company shall be inferred from the information provided therein.

ARTICLE 4: PRICES AND SPREAD IN PRICES OF DERIVATIVES

- 4.1. All prices of derivatives are set by the Central Counterparty with reference to current prices from multiple sources considered to be reliable by Central Counterparty for derivatives market.
- 4.2. The Company has the right, to modify the spread of derivatives in accordance with the Operating Rules of Central Counterparty.
- 4.3. The Company guarantees that prices and the spread of derivatives set by the Company shall be fair and reasonable.

ARTICLE 5: GIVING OF INSTRUCTION AND PLACING OF ORDER

- 5.1. Instruction of the Client for Trading Order shall be given by the Client in clear and unambiguous terms and shall be given or placed by the Client directly with the Company by notice in writing, voice, and email or by such other electronic means as designated by and acceptable to the Company.
- 5.2. The Company may refuse to accept and/or carry out any instruction given in respect of a Client's Account if:
 1. the instruction given does not comply with; laws, regulations, operating rules of derivatives trading, and this agreement.
 2. the instruction given has expired or has been withdrawn
 3. the Client's Account does not have sufficient funds to carry out the instruction; or
 4. any other reasonable circumstances which justify the refusal of the instruction given.
- 5.3. The Company shall not be deemed to have received the Client's instruction unless and until the Client is in receipt of the notice of the Company's acknowledgment to that effect.
- 5.4. Company shall demonstrate and explain the meaning of the Operating Rules of Derivatives Trading to Client prior signing this agreement with Client.
- 5.5. Client shall agree and accept to having studied and understood about Operating Rules of Derivatives Trading that are put forth and explained by Company.

ARTICLE 6: SETTLEMENT AND ADMINISTRATION FEE

The settlement currency is US Dollar. The exchange rates between US Dollar and other currencies, shall be determined by the Company with reference to prevailing market rates.

ARTICLE 7: MARGIN

- 7.1. The Client agrees to deposit cash with the Company in order to trade derivative instrument at margin determined by the Company in compliance with the laws, regulations and rules in force, with the maximum cash limit of 200,000,000 (two hundred million) Riels or 50,000 (fifty thousand USD), except that client is qualified investor who completes the terms in accordance with applicable laws and provisions.

- 7.2 The Company shall put the Client's cash deposit in an account separate from the Company's account with the Cash Settlement Agent accredited by SECC.
- 7.3 The Company shall calculate the value of the derivatives instrument in the Client's account and adjust the margin deposited with the Company by the Client by the end of the trading day at the latest to ensure that the margin in the Client's account complies with the laws, regulations and rules in force.
- 7.4 The Client shall agree to have the maintenance margin determined by the Company in compliance with the laws, regulations and rules in force. If the Client's margin falls below the maintenance margin, the Client shall ensure the sufficiency of the margin as notified by the Company with the Client's prior consent such as written notice, facsimile, phone, email, or other electronic means, and the Client shall deposit additional cash to ensure that the margin in his or her account does not fall below the initial margin. The Client shall deposit additional cash within a certain timeframe determined by the Company.
- 7.5 The Client is able to withdraw cash from the deposit except during margin call or liquidation scenarios
- 7.6 In case that the Company does not receive the additional cash within the timeframe, the Company has the following rights:
- a. Refuse to place the Client's additional trading order;
 - b. Partially or fully close all open positions of the Client.
- 7.7 The Company is not able to deduct the Client's cash except for the following:
- a. The Company makes settlement to the authorized person.
 - b. When the Client trades derivatives instrument, the Company has the obligation to make settlement on behalf of the Client who deposit cash in the account.
 - c. The Company settles brokerage fee, commissions, and other expenses incurred by the Client.
 - d. The Company makes settlement to another person or another account at the request of the Client through a written notice.
 - e. The Company settles or deducts cash in compliance with SECC or laws.
- 7.8 Client may open a trading account with Company and deposit a sufficient margin with company to trade derivatives instrument.
- 7.9 Client shall provide information and /or documents required by company in accordance with laws and regulations in force to open client's trading account. All information and documents provided by Client is accurate and true. Client shall inform company about changing their information and/or documents that provided to company. In case, client does not fulfill these obligations, company has its rights to close the client's trading account.
- 7.10
- (a). The Client shall be liable for any deficit balance in the Client's account(s), losses, and other amounts suffered or incurred to the Company due to the Clients' failure to provide cash into the trading account as to satisfy the initial margin,
 - (b). When Company amends the requirements of initial margin or the maintenance margin, in accordance with laws, regulations, and rules in force, the Client must comply with the new requirements. The Client agrees to maintain margin level as set in this new requirement.
- 7.11 The Client further warrants that he is the ultimate beneficial owner of the account(s) opened by him and he signs and enters into this Agreement as principal. The Client shall be the only authorized person to operate all the account(s) opened by the Client and shall only trade on his own account.
- 7.12 If the Company encounters or discovers the Abnormal Transactions, the Company has the right in its sole and absolute discretion to immediately conduct investigation, cancel and modify the Abnormal Transactions without prior notice or compensation to the Client referring to the agreement. After the company encounters or discovers the Abnormal Transactions, the Company has the right in its sole and absolute discretion to immediately suspend the Company's services or taking and execution of any order of the Client under or performance of any terms and conditions of this Agreement. Without affecting the generality of the foregoing, the Client hereby irrevocably expressly agrees and acknowledges further that notwithstanding anything stated in this Agreement to the contrary:- (i) the Company shall have the sole, exclusive and absolute right to consider or determine which transaction or series of transactions whether conducted by the Client or not in relation to this Agreement can be categorized as or deemed to be the "Abnormal Transactions" as defined herein; (2) the Company shall be entitled in its sole and absolute discretion to unilaterally

terminate this Agreement wholly or in any part thereof upon discovery or occurrence of any or a series of the Abnormal Transactions whether conducted, controlled or processed by the Client or not with prior notice in writing in 07 days and no compensation to the Client, to which the Client shall not have any objection, challenge, requisition or disagreement in any circumstances. Within [30] days following termination by the Company of this Agreement pursuant to this Clause, the Client shall cooperate with the Company under the Company's directions to properly complete all necessary procedures for closing the Client's Accounts opened in the name of the Client hereunder with the Company, failing which the Company shall commence legal proceedings against the Client forthwith without prior notice. The Company reserves the right in its sole and absolute discretion to report its discovery or occurrence of the Abnormal Transactions to regulatory for conducting investigation without prior reference to the Client, if the Company deems it necessary or is demanded or required to do so for compliance with any applicable local laws, rules and regulations.

- 7.13 Upon cancellation of this Agreement by the Company in its sole and absolute discretion pursuant to the provisions of this Agreement, the Company shall be entitled to cancel or close Trading Account concerning that Client, cancel all orders or settlements or any or all open positions concerning that Client, in which event, the Client shall be liable for any and all deficits, losses, costs and expenses incurred by the Client or suffered by the Company. Any cancellation or closing of the Client's Account(s) by the Company shall not affect the rights and/or obligations of either party incurred prior to the cancellation or closing of the Client's Account(s).
- 7.14 The Client shall accept, observe and comply with all trading rules stipulated by the Company and notified to the Client.

ARTICLE 8: COMMISSION

- 8.1 The Client shall pay a commission when placing an order in respect of the Client's Trading Account, at a rate agreed upon by both Parties. All commissions shall be paid by the Client immediately upon the Trading Order being executed by the Company and the Client hereby expressly agrees and authorizes company to settle those commissions.
- 8.2 Interest chargeable or payable on the Client's open position shall be as prescribed by the Company and notified to the Client.

ARTICLE 9: CLOSING TRADING

- 9.1 The Company may take actions on the Client if the following situations occur:
- The Client hides information or provide false information.
 - The Client breaches any clause of the Agreement.
 - The Company considers the necessity in preventing any irregularity, improper, or illegal trading.
 - The Company acts upon instruction of the SECC.
- 9.2 Actions that can be taken against the Client are as follows:
- Close any or all trading activities of the Client to settle the Client's obligations.
 - Reduce or restrict the derivatives trading of the Client.

ARTICLE 10: INTEREST AND RELATIONSHIP

- 10.1. The Company shall clarify all interest and relationships between the Company and other parties which may affect the Company or any Derivatives Representative in Table [2] in compliance with the terms of the Agreement and relevant regulations
- 10.2. The Client acknowledges covenants, represents and warrants to the Company further that at all relevant times during the continuance of this Agreement:
- The Client is under no obligation, contractual or otherwise, and is not aware of any litigation or pending litigation, which might interfere with its performance of any obligations or duties under this Agreement;
 - The Client shall comply with and perform all of its representations, warranties, obligations, covenants, undertakings and agreements set out herein;
 - All of the Client's representations and warranties set out in this Agreement shall survive the expiration of the duration or sooner termination of this Agreement for whatever reason;
 - The Client has been strongly suggested to carefully consider and determine whether trading in derivatives instrument is appropriate for the Client in light of the Client's experience, investment

- objectives, financial positions and resources, and other relevant circumstances including such extent of considerable and variable risks involved in and other significant aspects of trading in derivatives instrument under this Agreement;
- e. The Client shall not instruct the Company to do anything which constitutes a breach of or would or is likely to involve a breach of any applicable laws, rules and regulations currently in force or to be enacted in the future in any jurisdiction applicable to the conduct of business by the Company of dealing in this Agreement or any act which, would be adverse to the Company's lawful interest or its rights under this this agreement.
 - f. The Client acknowledges and admits that the returns on, or value of, investment pursuant to this Agreement is not guaranteed and takes the risk.

ARTICLE 11: CLAIM

- 11.1. In case that the Company or any Derivatives Representative does not comply with any terms set forth in of the Agreement, the Client is entitled to file a written claim with Client's detailed information and the person who will settle the claim of the Company.
- 11.2 The Company shall agree to settle the Client's claim within 07 (seven) working days following the claim.

ARTICLE 12: CONFIDENTIALITY

The Company agrees to not disclose the personal information of the Client or other confidential information related to the Client obtained by the Company under the terms of service as stated in the Agreement to any person, except under the following conditions:

- a. Obtaining a written notice from the Client justifying that the person is authorized to obtain the confidential information;
- b. Ordered by SECC or Court of the Kingdom of Cambodia;
- c. Required by relevant laws or regulations

ARTICLE 13: NOTICE

- 13.1 All reports and notices provided to the Client shall comply with the Agreement or laws or regulations except for any written request from the Client.
- 13.2 The Client agrees to promptly notify the Company in case of change in his or her address or contact information. In case that the Client fails to notify the Company of such changes, all reports or notices shall be forwarded to the latest address which the Company is aware of.

ARTICLE 14: JOINT AGREEMENT

Any representations or statements or other agreements whose substance contradicts with this Agreement in writing or verbally between both parties shall not prevail.

ARTICLE 15: DUPLICATE COPY OF THE AGREEMENT

This Agreement is made into two copies with signature and stamp of the Company or thumbprint of both parties, and the Company shall provide one copy to the Client and keep the other one.

ARTICLE 16: MODIFICATION

This Agreement can be modified upon consent between both parties. In the event of amendment of relevant laws and regulations which are contrary to this Agreement, the Company shall modify the Agreement to conform to the amendment of the laws and regulations without prior consent of the Client and shall provide a written notice to the Client regarding such modification but all other provisions of this Agreement shall remain valid and effective.

ARTICLE 17: APPOINTMENT

- a. The Client agrees that all rights and obligations as stated in this Agreement shall be transferred to a universal successor, a particular successor and a representative of the Client in case of change in ownership of the Client's property in the Company due to the execution of the law, Client's death, bankruptcy, disability, court's order, or any reason. The Company shall handle the property transfer.

- b. The Client may appoint a “representative” in writing who has no a conflict of interest by power of attorney or other means permitted by law to give Client’s Orders or other instructions to the Company on the Client’s behalf in respect of placing order. In accordance with this agreement, Client appointed the persons specified in the Power of Attorney at enclosed, as the representative.
- c. The Company may, prior to accepting any instruction provided by a representative, require that the Client provided the Company with an original or a certified true copy of the written authority under which the representative is appointed.
- d. The Client shall notify immediately the Company in writing of the revocation of any representative’s authority. The Company may act in accordance with Client Orders or other instructions received from the representative unless and until it is notified otherwise by the Client.
- e. A person who is not a party to this Agreement has no right to enforce any provision of this Agreement.

ARTICLE 18: GOVERNING LAWS

This Agreement shall be governed by the laws of the Kingdom of Cambodia. All disputes arising from this Agreement shall be settled in accordance with dispute resolution procedures determined by SECC. Prior to bringing the dispute to SECC, Client shall make a complaint in writing to the Company and the Company shall resolve the complaint within 07 (Seven) days of business day after reception of the complaint.

ARTICLE 19: TERMINATION OF AGREEMENT

Each party has the rights to terminate this Agreement at any time with the prior written notice in seven (07) days to another party save as otherwise stated in this Agreement. Both parties agree that terminating this Agreement shall not affect the rights and obligations, as well as benefits unfurnished by each party before the end of this Agreement.

ARTICLE 20: RISK FACTORS

- 20.1 The Client studies the risks relevant to derivatives trading and understands the derivatives trading, trading mechanisms and execution, cash deposit in the account, and tort resulting from the derivatives trading. The Client is also aware of the relevant laws and regulations including rights, obligations, and responsibilities of each party in this Agreement.
- 20.2 The Client understands and acknowledges that derivatives trading is a high-risk trading with high price vitality.
- 20.3 Prior to signing the Agreement with the Client, a Derivatives Representative who directly contact the client has explained the substance of the Agreement to the Client and details all methods of placing order and possible risks relevant to each method to the Client. The Derivatives Representative may provide the Client the information about risks and explain in details about possible risks relevant to derivatives trading. Client has been at all times suggested to seek independent legal advice prior to entering into this Agreement; and each party hereto has, at its own free will not being affected by any duress or undue influence, either so sought or otherwise decided not to seek such independent legal advice for entering into this Agreement. Each party hereto acknowledges its full understanding of all implications of this Agreement and the legal consequence of execution of this Agreement.

This Agreement shall be valid when both parties agree to sign or thumbprint below:

<p>Signature or thumbprint with full name and stamp (in case of entity) of the Client</p> <p>Date:...../...../.....</p>	<p>Signature or thumbprint with full name and stamp of the Company</p> <p>Date:...../...../.....</p>
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