



ONEASIA
CAPITAL

CUSTOMER AGREEMENT

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CUSTOMER AGREEMENT

This Agreement sets forth the terms and conditions governing your Account at **One Asia Capital Consultancy LTD. ("OAC")**, and all Contracts and other transactions in this Account with **OAC**. In this Agreement, the undersigned customer is referred to as "Customer" or "You."

1. SERVICES PROVIDED

Subject to the terms and conditions of this Agreement and acceptance of Customer's application to open an Account with **OAC**, **OAC** will maintain one or more Accounts in Customer's name and will effect cash settled transactions with and for Customer in the international Over-the-Counter Foreign Currency (Foreign Exchange) markets on a spot basis, and provide such other services and products as **OAC** may, in its sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all Contracts and other transactions entered into between **OAC** and Customer shall be governed by the terms of this Customer Agreement, as amended from time to time (including, without limitation, **OAC's** Trading Policies and Procedures).

2. REPRESENTATIONS AND WARRANTIES

As of the date hereof, the date of each Contract and other transaction in Customer's Account and any date on which **OAC's** Risk Disclosure Statement or Trading Policies and Procedures are revised, updated or amended, Customer represents and warrants to **OAC** and agrees for the benefit of **OAC** that:

2.1. Execution and delivery by Customer of this Agreement and all Contracts and other transactions contemplated hereunder, and performance of all of Customer's obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer.

2.2. Customer has full beneficial ownership of Customer's Account. Customer has not granted and will not grant a security interest in Customer's Account with **OAC** (other than the security interest granted to **OAC** hereunder) to any person without **OAC** prior written consent. Customer has full beneficial ownership of all collateral and will not grant any security interest in any Collateral to any person (other than the security interest granted to **OAC** hereunder) without **OAC's** prior written consent.

2.3. Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as **OAC**, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of **OAC** or to protect **OAC's** interests with respect to any Collateral.

2.4. Customer has read and understands the provisions contained in this Agreement, including, without limitation, **OAC's** Risk Disclosure Statement and Trading Policies and Procedures.

2.5. Customer agrees to comply with all applicable laws. You may not use your personal account with **OAC** for any illegal activity.

3. TRADING

Customer authorizes **OAC** to purchase and sell Futures, Options, Foreign currencies (hereinafter referred to as "Leveraged Foreign Exchange"), Contract for Differences (hereinafter referred to as "CFD"), Stock Index Futures (hereinafter referred to as "Stock Index"), Gold, Silver and Oil (hereinafter referred to as "Commodities") on a spot basis for Customer's Account in accordance with Customer's instructions received through the **OAC** Online Trading System, subject to the terms of this Agreement, including the Annexes hereto and the Customer Account Application, including any applicable addenda thereto. Customer agrees to be conclusively responsible for any instruction received electronically that is identified with Customer's password and Account number and for any electronic, oral and written instruction (including, but limited to, any Order) to **OAC** from persons, **OAC** in its sole judgment, believes are apparently authorized by Customer. If Customer's Account is titled as a joint account, **OAC** is authorized to act on the instructions of any one owner, without further inquiry, with regard to trading in the Account and the disposition of any and all assets in the Account. **OAC** shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by **OAC** in reliance on any such

instructions or on the apparent authority of any such persons.

3.1. Pricing Information. OAC will make available, by posting on the OAC Online Trading System, Bid Prices and Ask Prices at which OAC is prepared to enter Futures, Leveraged Foreign Exchange, CFD, Stock Index and Commodities Contracts with Customer. OAC expects that these prices will be reasonably related to the bid prices and ask prices available in the market at that time for similar transactions, but a number of factors, such as communication system delays, high volume or volatility can result in deviations between prices quoted by OAC and other sources. OAC makes no warranty, express or implied, that Bid Prices and Ask Prices represent prevailing bid prices and ask prices. In addition, these Bid and/or Ask Prices may reflect, additional pips added to the BID and/or ASK price that may result in an increase of the deal's spread available for the Customer's account as well as a per trade or per lot commission.

3.2. Order Execution. OAC will attempt to execute all Orders that it may, in its sole discretion, accept from Customer in accordance with Customer's instructions received through the OAC Online Trading System. In cases where the prevailing market represents prices different from the prices OAC has posted on our screen, OAC will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. This may or may not adversely affect customer realized and unrealized gains and losses. All Contracts made and entered into by OAC hereunder will be entered into by CMI Group (Capital Market Investment Group) as principal. Customer acknowledges, understands and agrees that OAC is acting as a broker, intermediary, agent, and advisor or in any fiduciary capacity. Notwithstanding the provisions of this paragraph, Customer acknowledges, understands and agrees that all non-market orders such as Limit Orders, Stop/Loss Orders, One Cancels the Other Orders and Good till Cancelled Orders, are accepted by OAC and undertaken on an "best-efforts basis" in accordance with the relevant provisions of the Trading Policies and Procedures, as amended from time to time.

3.3. Transmission. OAC shall have no responsibility for delays in the transmission of orders due to disruption, failure or malfunction of communications facilities and shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, to any person or entity arising other than as a direct result of OAC's gross negligence.

3.4. Position and Trading Limits. OAC reserves the right to limit the number of Open Positions that Customer may enter or maintain in Customer's Account. OAC reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an Open Position.

4. MARGIN REQUIREMENTS

Customer shall provide to and maintain with OAC Margin in such amounts, in cash or other such forms, and within such limits as OAC, in its sole discretion, may from time to time require. Customer's Account will be under the control of OAC. OAC may change Margin requirements at any time, without prior notice to Customer, and may call for additional Margin ("Margin Call") at (i) any time Customer's Margin Balance falls below OAC's Minimum Margin Requirement as applied to that Account; and (ii) any time OAC, in its sole discretion, believes that it is prudent to do so. OAC may at any time liquidate Customer's Account. OAC may withdraw funds from the Customer's account without notice to satisfy any payment obligation to OAC, including fees and charges in respect of Customer's Account. In the event that Customer directs OAC to sell any Margin, Collateral, Contract or other property and OAC is unable to deliver such Margin, Collateral, Contract or other property to a purchaser because Customer fails to deliver it to OAC, OAC may borrow or purchase any Margin, Collateral, Contract or property necessary to make such delivery, and Customer hereby agrees to guarantee and hold OAC harmless against any liability, claim, loss, damage, cost or expense, including attorneys' fees that OAC may sustain.

5. CHARGE

OAC may charge for incidental banking-related fees such as wire charges for deposits/withdrawals. OAC reserves the right to change its fee structure at any time without notice. Fees do not currently but may in the future include such things as statement charges, order cancellation charges, account transfer charges or fees imposed by any interbank agency, bank, contract, market or other regulatory organization arising

out of **OAC**'s provision of services hereunder.

6. INTRODUCING BROKERS

If Customer's account has been introduced to **OAC** by an Introducing Broker ("IB"), Customer understands and acknowledges that **OAC** may compensate Introducing Broker for introducing Customer to **OAC** and that such compensation may be on a per trade or other basis. The following is an allocation of responsibilities for each entity. It is intended to be a general disclosure and not a definitive enumeration of each and every responsibility. The Introducing Broker shall have the following responsibilities with respect to Customer's account:

- Contacting, soliciting and/or communicating with Customer regarding investment opportunities and objectives.
- Complying with all laws, rules and regulations applicable to any arrangement or understanding that IB and Customer may have.
- Determining commissions and fees, whether on a per trade basis or other basis, to be charged for Customer's transactions.

7. TRADE CONFIRMATIONS

Trades executed online will be confirmed online at the time of the trade. Reports of the confirmation of orders and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer orders confirmed via the **OAC** Online Trading System. Customer may object to confirmations (which confirmation shall be deemed received only if actually delivered). Failure to object shall be deemed ratification by Customer of all actions taken by **OAC** or **OAC**'s agents prior to Customer's receipt of such reports. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein. Customer agrees to immediately call to **OAC**'s attention any oral information that Customer has reason to believe is inconsistent with Customer's own information. Customer understands, acknowledges and agrees that errors, whether resulting in a profit or loss to Customer, shall be corrected, and Customer's Account will be credited or debited in such manner and extent as to place Customer's Account in the same position in which it would have been had the error not occurred.

8. COMMUNICATIONS

Reports, statements, notices and any other communications from **OAC** may be transmitted to Customer by (i) placement on **OAC**'s Website; or (ii) email or other delivery service to Customer's current address as reflected on **OAC**'s records. Customer shall notify **OAC** immediately of any change in Customer's address by e-mail to support@oneasiacapital.com or by mail or other delivery service to **OAC**. All communications sent by **OAC** shall be deemed effective when deposited by **OAC** in the mail or with another delivery service, or when received by a transmitting agent (such as an Internet Service Provider) for transmission to Customer, whether actually received by Customer or not. All communications sent by Customer shall not be deemed effective until accepted by **OAC**.

9. OAC RESPONSIBILITIES

OAC shall not be liable to Customer for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility belonging to **OAC**, Customer, any market, or any settlement or clearing system.

10. INDEMNIFICATION

Customer agrees to indemnify and hold **OAC**, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, claims, losses, damages, costs and expenses, including attorneys' fees, incurred by **OAC** arising out of: (i) Customer's failure to fully and timely perform its obligations hereunder; and (ii) any of Customer's representations and warranties made that may at any time be untrue or incorrect. Customer also agrees to pay promptly to **OAC** any and all claims, losses, damages,

costs and expenses, including attorneys' fees, incurred by **OAC** in the enforcement of any of the provisions of this Agreement, any Contracts and other transactions hereunder, and any other agreements between **OAC** and Customer and the collection of any amounts due hereunder and there under.

11. JOINT ACCOUNTS AND/OR TRUST ACCOUNTS

If more than one person executes this Agreement as Customer, all such persons agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Agreement is executed by a trust, unincorporated association, partnership, custodian or other fiduciary, such Customer hereby agrees to indemnify, defend, save and hold free and harmless **OAC** for any liabilities, claims, losses, damages costs and expenses, including attorneys' fees, resulting directly or indirectly from breach of any fiduciary or similar duty or obligation or any allegation thereof, including attorneys' fees.

12. TERMINATION

This Agreement shall continue and be in effect until termination by Customer or **OAC**. Customer may terminate this Agreement if: (i) Customer has no open positions and no liabilities held by or owed to **OAC**; and (ii) Customer has provided three (3) days' written notice to **OAC** by e-mail to support@oneasiacapital.com or by mail or other delivery service to **OAC** and (iii) **OAC** has accepted the notice as provided in Section 9 hereof. **OAC** may, in its sole discretion, terminate this Agreement at any time, effective as of the close of business on the day notice is sent to Customer. Termination by either party shall not affect any Contracts or other transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement, nor shall it relieve Customer of any obligations arising out of any deficit balance.

13. ENTIRE AGREEMENT

This Agreement together with the Customer Account Application embodies the entire agreement between **OAC** and the customers.

14. RECORDINGS

Customer acknowledges and agrees that any and all conversations between Customer and **OAC** principals, agents, employees or associates may, at the option and in the sole discretion of **OAC**, be recorded electronically with or without the use of an automatic tone warning device. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or preceding that may arise involving Customer or **OAC**.

15. BINDING EFFECT

This Agreement shall be continuous and shall cover, individually and collectively, all Accounts of Customer at any time opened or reopened with **OAC**, irrespective of any change or changes at any time in the personnel of **OAC** or its successors, assigns, or affiliates. This Agreement, including all authorizations, shall inure to the benefit of **OAC** and its successors and assigns, whether by merger, consolidation, or otherwise and shall be binding upon Customer and/or the personal representatives, heirs, executor, administrator, trustee, legatees, legal representative, successors and assigns of Customer.

16. ACCEPTANCE

This Agreement shall not be deemed to be accepted by **OAC** or become a binding contract between Customer and **OAC** until the signed Customer Account Application has been received and approved by **OAC**. In the event that there are any unauthorized alterations or deletions to this Agreement or related documents such alteration and deletions shall not be binding on **OAC** and said original forms shall govern Account.

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Always Number One



ONEASIA
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Authorised Agent of CMI Group
(New Zealand)