



ONEASIA
CAPITAL

TRADING POLICIES AND PROCEDURES

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TRADING POLICIES AND PROCEDURES

1. INTRODUCTION

OAC's Trading Policies and Procedures are an integral part of your Customer Agreement. It is your responsibility as Customer to carefully read these Trading Policies and Procedures and to inform **OAC** of any questions or objections that you may have regarding them before entering each and every trading Order. In entering your trading Orders with **OAC**, you agree, represent, warrant and certify that you understand and accept these Trading Policies and Procedures, as they are set forth here and as may be amended from time to time by **OAC**, in its sole discretion, and you agree to comply with these Trading Policies and Procedures as currently in effect at any time.

2. TRADING HOURS

All references to **OAC** hours of trading are in U.S. Eastern Time ("ET") using a 24-hour format. **OAC** normally provides access for both Foreign Exchange and Commodities Trading on the Website from 20:00 ET on Sunday to 16:00 ET on Friday, but **OAC** reserves the right to suspend or modify its trading hours at any time. OTC Foreign Currency markets operate 24 hours a day. Following submission of an Order to trade, it is the sole responsibility of Customer to remain available for Order and fill confirmations, and other communications regarding Customer's **OAC** Account until all open Orders are completed. Thereafter, Customer must monitor Customer's Account frequently when Customer has Open Positions in the Account.

3. TRADE ORDERS.

3.1. Order Entry. All Orders must be placed through the **OAC** Online Trading System.

3.2. Types of Orders Accepted. Some of the types of Orders **OAC** accept include, but are not limited to:

- a) **Good till Canceled Order ("GTC")** -- An Order (other than a Market Order) that by its terms is effective until filled or canceled by Customer. GTC orders do not automatically cancel at the end of the Business Day.
- b) **Limit Order** -- An Order (other than a Market Order) to buy or sell the identified Futures, Leveraged Foreign Exchange, CFD, Stock Index or Commodities at a specified Rate. A Limit Order to buy generally will be executed when the Ask Price equals or falls below the Foreign Exchange or Commodities Rate as specified in the Limit Order. A Limit Order to sell generally will be executed when the Bid Price equals or exceeds the Foreign Exchange or Commodities Rate specified in the Limit Order.
- c) **Market Order** -- An Order to buy or sell the identified Futures, Leveraged Foreign Exchange, CFD, Stock Index or Commodities, at the current market Foreign Exchange or Commodities Rate. An Order to buy is executed at the Ask Price, and an Order to sell is executed at the Bid Price.
- d) **One Cancels the Other Order ("OCO")** -- An order that is linked to another order. If one of the orders is executed, the other will be automatically cancelled.
- e) **Stop/Loss Order** -- An order to buy or sell at a specified Futures, Leveraged Foreign Exchange, CFD, Stock Index or Commodities Rate away from the current market for the purpose of liquidating an Open Position during market conditions in which there has been an adverse movement in Foreign Exchange or Commodities Rates. Execution of such an order can occur at a rate adverse to the Stop/Loss order rate as specified by the Customer. A Stop/Loss Order to buy generally will be executed when the Ask Price equals or exceeds the Foreign Exchange or Commodities Rate as specified in the Stop/Loss Order. A Stop/Loss Order to sell generally will be executed when the Bid Price equals or falls below the Foreign Exchange or Commodities Rate specified in the Stop/Loss Order.

3.3. One Click Order Entry/One Click Execution of Market Orders.

3.3.1. Electronic Order entry for Market Orders equals Order execution. To enter an online Order,

Customer must access the deal entry screen, enter the notional amount, i.e., the size of the trade, and select the Eligible Foreign Currencies, Cross Currency Pairs, Stock Index or Commodities. When prepared to trade, Customer must then click on "BUY/SELL". The Order is filled shortly after the Customer hits "BUY/SELL", if the Customer has sufficient funds in his or her Account and a "deal failed" message is not received. Deals may fail for several reasons including changing dealer prices, insufficient margin, unspecified lot size or unanticipated technical difficulties.

3.3.2. Order Cancellation. Non-market Orders may be cancelled via the **OAC** Online Trading System. Rapid changes in Bid Prices and Ask Prices, however, may cause Customer's Order to be executed before Customer can cancel it and **OAC** shall have no liability for any claims, losses, damages, costs or expenses, including attorneys' fees, arising directly or indirectly out of the failure of such Order to be cancelled.

3.4. Terms of Acceptance for Orders. It is Customer's sole responsibility to clearly indicate the terms of an Order when entered, whether Market Order, Limit Order, Stop/Loss Order, OCO Order or GTC Order and specified Spot Rate limits, where applicable. Although a Spot Rate is specified upon entry of Stop/Loss Orders, Limit Orders and other non-market Orders, market conditions may often prevent the execution of an individual Customer's non-market Orders despite other dealing activity at that price level, or may often require non-market Orders to be Filled at a substantially different Spot Rate, and Customer agrees to accept the best rate which **OAC**, in its discretion, may assign to the Fill. Customer acknowledges that **OAC** shall accept all non-market Orders only on a best-efforts basis. **OAC** shall have the right, but not the obligation, to reject any Order in whole or in part before or after confirmation, or to cancel and rescind any Fill, where Customer's Account contains Margin that is insufficient TO SUPPORT THE ENTIRE ORDER at the time that market levels reach the order levels as specified by the client, or where, in the opinion and sole discretion of **OAC**, the execution of such Order may place Customer's Account in an insufficient Margin condition.

3.5. Confirmation of Fills. Trades executed online will be confirmed online in the Trade, Journal, on the Screen, and the Position Management Screen is updated online as each trade is executed. Confirmation of Fills and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer if not objected to immediately by phone or email if placed through **OAC**'s Online Trading System, and such objection is confirmed in writing within three (3) days after transmittal to Customer by mail or otherwise. **OAC** reserves the right to be the final arbiter with respect to disputed Orders. 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.

4. CUSTOMER ACCOUNTS; INITIAL DEPOSITS; DEMO TRADING SYSTEMS.

4.1. Documents. Before you can place an Order with **OAC**, you must complete the Customer Account Application and read, complete and sign the Customer Agreement, including the Risk Disclosure Statement and these Trading Policies and Procedures and all applicable addenda. You must deposit sufficient funds in your Account, your Customer Account Application must be approved by **OAC**, and your deposited funds must have cleared the banking system. Also, **OAC** must accept your Customer Account Application before **OAC** will permit you to trade in your Account. You will be notified by e-mail when your Customer Account Application has been approved. If a Customer applies online, Customer will be permitted to trade only after **OAC** has received a completed and signed Customer Account Application and Customer Agreement. **OAC**, in its sole discretion, initially accept a fax copy of the signed Customer Account Application and may permit one or more trades if Customer has deposited sufficient funds into the Account.

4.2. Currency for Rendering Accounts. All initial deposits to Customer Accounts will be accepted only in U.S. Dollars; all Account Balances will be computed and reported only in U.S. Dollars.

4.3. Recognition of Deposits. No deposit shall be recognized until the wire has been fully cleared and collected by **OAC**'s bank or depository institution.

4.4. Fees. All banking fees shall be charged to Customer's Account at **OAC**'s discretion.

5. MARGIN REQUIREMENTS

Customer shall provide and maintain with **OAC** margin in such amounts and in such form that **OAC**, in its sole discretion may require. **OAC** does not require Customers to pay the full price of Foreign Currencies or Commodities Customer may buy and sell. Instead, Customer is required to post a small percentage of the full amount which Customer is obligated to pay to **OAC** under the Contract, to secure Customer's obligations to **OAC**. Margin includes Required Margin for Open Positions, which is based on (i) the Opening Margin Requirement; (ii) the Minimum Margin Requirement; (iii) the market value of Open Positions; and (iv) any additional amount as **OAC**, in its sole discretion, believes is prudent to require. Customer must maintain the Minimum Margin Requirement on their Open Positions at all times. **OAC** has the right to liquidate any or all Open Positions whenever the Minimum Margin Requirement is not maintained, according to paragraph 6 hereof. Margin requirements are subject to change at any time in **OAC**'s sole discretion and without prior notice. No previous margin requirement shall preclude **OAC** from increasing that requirement without prior notice. **OAC** may, in its sole discretion, elect to impose on a disclosed on undisclosed basis limitations on the maximum number of Open Positions allowed at any time.

6. LIQUIDATION LEVEL

Subject to all additional rights of **OAC** under the Customer Agreement, in the event that, in the sole opinion of **OAC** and in accordance with **OAC**'s reasonable best estimate of then prevailing obtainable market Spot Rates, and regardless of whether or not prior Margin Calls have been issued or met, if the Margin Balance should at any time equal or fall below the Minimum Margin Requirement for Customer's Account in the aggregate, **OAC** will have the right but not the obligation to liquidate any part of or all Open Positions in Customer's Account. Clients are responsible for placing their own Stop Loss Orders to minimize losses. Any failure by **OAC** to enforce its rights hereunder shall not be deemed a future waiver of such rights by **OAC**. **OAC** does not make margin calls in the ordinary course of business. **OAC** maintains the right to liquidate Customer positions as described above. However, **OAC** may from time to time and in its sole discretion, call Customer and request that Customer deposit additional Margin to secure Customer's obligations to **OAC**, over and above the balance in Customer's Account. Any call for additional margin without exercising the rights to liquidate Customer positions shall not be deemed precedent for future calls nor future waiver of such liquidation rights by **OAC**.

7. WITHDRAWALS

Payments from a Customer Account require a withdrawal request signed by all required parties and submitted in writing to **OAC**, and require a minimum of One (1) Business Day from receipt of the withdrawal request for wire transfer.

8. MARGIN CALLS

OAC does not make margin calls in the ordinary course of business. **OAC** maintains the right to liquidate Customer positions as described above. However, **OAC** may from time to time and in its sole discretion, call Customer and request that Customer deposit additional Collateral to secure Customer's obligations to **OAC**, over and above the balance in Customer's Account. Any call for additional margin without exercising the rights to liquidate Customer positions shall not be deemed precedent for future calls nor future waiver of such liquidation rights by **OAC**.

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Always Number One



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Authorised Agent of CMI Group
(New Zealand)