

**PRIVACY, RISK AND  
AML POLICY**



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## 1. Introduction Privacy Policy

- 1.1. UAG Trade Asia CO., LTD (hereinafter the “UAG Markets” or “we”) which is a member of the UAG Markets, is incorporated under the laws the 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.
- 1.1 This privacy statement covers the website [www.uagmarkets.com](http://www.uagmarkets.com) and all its related sub-domains and mobile applications that are registered and operated by UAG Markets.
- 1.2 The Company by the provisions of the Law outlines in the Privacy Policy (herein the “Policy”) how the Company collects, maintains, uses, and discloses personal information of the Client.
- 1.3 This Policy applies to UAG Markets which shall follow the principles as outlined herein.
- 1.4 This Policy applies to existing clients, prospective clients, clients who have, terminated their contractual relationship with the Company and website visitors (hereinafter jointly referred to as the “Clients” or “you”) who are accessing or using the Company’s website(s) and mobile applications (hereinafter referred to as the “Platforms”).
- 1.5 The Company is committed to protecting the privacy of all Clients ‘Personal Data which it processes by the provisions of this Policy and the Company’s Terms of Business.
- 1.6 For this Policy, references to “Personal Data” shall mean data that identifies or may identify Clients and which may include, for example, a Client’s name, address, identification number, telephone number, and date of birth.

## 2. Personal Data

- 2.1 Clients who visit the Company's platforms or who access, utilize or request the Company's goods and services provide the Company with various sorts of personal data.
- 2.2 For the purpose of entering into a contract with the Company, you must provide the Company with a specific amount of Personal Data. Customers who do not want to give the Company such Personal Data will not be able to register an account with the Company or get any products and/or services from the Company.
- 2.3 Throughout the duration of their contractual relationship with the Company, Clients are responsible for maintaining the accuracy and timeliness of the Personal Data they supply to the Company and have on file in their account.
- 2.4 To fulfil its regulatory obligations and to verify the accuracy of the information provided, the Company additionally lawfully gathers and processes Personal Data from publicly accessible sources (such as, for example, the press, social media, and the internet) and third-party risk management software solutions.

### 3. Children's & Elderly Data Privacy

- 3.1 The Company is aware of how crucial it is to safeguard children's privacy. Children under the age of eighteen (18) are not permitted to use the Company's services, and children are not permitted to visit the Company's website. As a result, the Company neither intentionally nor specifically collects data about children. If the Company unintentionally or mistakenly gathers such data, the Company must immediately destroy the data after learning of the error. The Client must contact the Company at support@uagmarkets.com if learns of such data collecting.
- 3.2 The Company is aware of how crucial it is to safeguard senior citizens' privacy, information, their details both personal and public. Both the Company's website and its services are not intended for use by anyone above the sixty-five (65) or for old people. As a result, the Company neither intentionally nor deliberately collects data of the elderly as per public and personal details of theirs. If the Company unintentionally or mistakenly do gather kind or such data, the Company must immediately destroy the data after learning of the error. The Client shall contact the Company at support@uagmarkets.com if he or she learns of such data gathering.

### 4. Contacting Clients

- 4.1 In order to administer the terms of the Agreement between us and you as the client, the Company may occasionally contact clients by phone or email. Additionally, the Company may occasionally try to get in touch with clients by phone or email to let them know about special promotional opportunities the Company provides to the client. When customers register with the company and agree to our terms and conditions of use, they provide their permission to the acceptance of such communication. Any person desiring to opt out of further communication from the Company is free to do so at any time and may do so by simply contacting the Company by phone or email and asking that no further contacts on the Company's behalf be made.

### 5. Cookies

- 5.1 A cookie is a short text file that is kept as a record on a user's computer. The business's website makes use of cookies (s). When a client accesses the company's website, the company does not link the data it stores in cookies to any Personal Data the client provides (s).
- 5.2 Both persistent cookies and session ID cookies are used by the company. When the client exits his browser, the session ID cookie does not lose its validity. A persistent cookie is one that stays for a long time on the client's hard disc. The "help" section of the client's internet browser contains instructions on how to delete persistent cookies.
- 5.3 For statistics purposes, the Company uses permanent cookies. In order to improve the user experience with its services on the Company's website, the Company can track and target the location and interests of its users using persistent cookies (s).
- 5.4 The client cannot access the client area or submit his online application form if he refuses to accept cookies when using the company's website(s).

- 5.5 On the website of the Company, some business partners utilize cookies (s). These cookies are not under the Company's control or access.
- 5.6 The Client or visitor to the Company's website understands that he can monitor and regulate the cookies by adjusting the security and privacy settings on his web browser. Visit [www.allaboutcookies.org](http://www.allaboutcookies.org) to learn more about cookies and how to control and delete them.

## 6. Third-Party Sites

- 6.1 Links to other useful websites and social media platforms are present on or may be added to the Company's website. However, once you have utilized these links to leave the Company's website, you should be aware that the Company has no authority over those other websites. As a result, the Company is unable to guarantee the security and privacy of any information you disclose when visiting other sites, and such sites are not covered by this Policy. You should use caution and carefully review the privacy statement that applies to the website.
- 6.2 The Company will not be held responsible for the improper or unauthorized use of the Client's Personal Data resulting from the Client's or any third party's misuse, malice, negligence, or loss of their passwords.

## 7. Sharing and Disclosure of Personal Data

- 7.1 The Company may disclose the Client's Personal Data to third parties while carrying out its contractual and legal duties. The majority of these third parties sign contracts with the Company in which they agree to uphold data protection and confidentiality.
- 7.2 Your Personal Information may be disclosed to:
- (a) Third-party payment service providers who help the Company provide its clients with the services of secure deposit and withdrawing to and from a client's account;
  - (b) other service providers that the Company has chosen to support it in the effective provision of its products and services by offering technological expertise, solutions, and support;
  - (c) governmental and regulatory bodies, including law enforcement authorities and FSB, in connection with inquiries, proceedings, or investigations by such parties or to enable the Company to comply with its legal and regulatory requirements;
  - (d) credit reference and fraud prevention agencies, third-party authentication service providers, and other financial institutions for credit checking, fraud prevention, and anti-money laundering controls;
  - (e) third-party service providers for the provision of the required customer support services through live chat and the Company's website visits and traffic monitoring through cookies;

- (f) external consultants including legal and tax consultants;
- (g) data reporting service providers;
- (h) market research companies and call centres; and
- (i) affiliates of the Company;

- 7.3 The Company may also work with other partners to assist with some internal tasks, including account processing, fulfilment, customer service, client satisfaction surveys, or other data collection operations pertinent to its business. Use of the shared information is expressly prohibited for any other reason and is only permitted to carry out the tasks.
- 7.4 The company generally demands that every third-party service provider with whom we share Personal Information agrees to uphold each person's right to privacy and adhere to the Data Protection Principles. These outside service providers may document any searches they conduct on our behalf and may use the search information to help other businesses conduct their own searches. This privacy statement does not apply to third parties.
- 7.5 When a business introducer has introduced a client, that business introducer may have access to the client's information. As a result, clients hereby give their approval for information to be shared with such Business Introducer.

## 8. Personal Data Rights

- 8.1 The Client has a right to know whether the Company is handling his or her personal information and if so, to receive a copy of that information.
- 8.2 The client has the right to request that the company update or correct any incomplete or inaccurate personal data.
- 8.3 In some situations, such as when the Client withdraws his consent, the Client has the right to request that the Company erase or otherwise deal with his personal data.
- 8.4 The Client is entitled to receive the Personal Data that the Company has collected about him or her in a structured, widely used, and machine-readable manner.
- 8.5 The Client has the right not to be subjected to decisions about him or her that are solely the result of automated processing of his or her Personal Data, including profiling unless such profiling is required for the execution or conclusion of a contract between the Client and the Company, in which case the Client must expressly consent.

- 8.6 The Client has the right to revoke the Company's permission at any time if the Company is relying on it to process his or her Personal Data. This won't change the processing's legality, which was supported by the client's prior consent.
- 8.7 The Client may complain to the appropriate data protection authorities if the Client has any concerns with the Company's privacy policies, including how the Company handled his or her Personal Data. The Client may email the Company at [support@uagmarkets.com](mailto:support@uagmarkets.com) to request the exercise of any of the rights.

## 9. Security

- 9.1 The Company works to maintain the accuracy of your personal information and takes steps to secure its security.
- 9.2 The company has created and will continue to maintain security procedures to safeguard Personal Information against loss, theft, copying, and unauthorized disclosure, use, or modification. The company takes care to protect the client's Personal Information from loss, destruction, falsification, manipulation, and unauthorized access or unauthorized disclosure.
- 9.3 Only authorized service providers and corporate personnel who need it to do their jobs will have access to personal information.
- 9.4 Although the firm will make every effort to protect the client's information, the client understands that using the internet is not completely secure. As a result, we are unable to guarantee the security or integrity of any personal data sent to or received from the client online.

## 10. Amendments to this Policy

- 10.1 This privacy policy may be modified by the Company whenever it is deemed necessary. The updated Privacy Policy will be posted on the Company's website if the Company fundamentally modifies this Policy, including how it collects, uses, or processes customers' personal information. In this regard, the client hereby consents to consider the Company's true notification to its clients as the posting of an updated Privacy Policy electronically on the website. The Client Agreement and this notice shall govern any disagreement over the Company's Privacy Policy. It is advised that the client read this statement each time he enters the website so that he is aware of the terms and conditions governing the protection of his personal information as it is submitted to the company.

## 11. Contact Details

- 11.1 For any general inquiries regarding this Policy please contact the Company by emailing the Customer Support Department at [support@uagmarkets.com](mailto:support@uagmarkets.com).
- 11.2 For any requests regarding personal data rights as set out in this Policy, or questions about how the Company processes Client's Personal Data, please contact us at [support@uagmarkets.com](mailto:support@uagmarkets.com).



## 12. Risk Warnings

- 12.1 The company solely provides "execution-only" services. It makes no recommendations for investments of any type and does not give you any investment advice regarding its services, securities, or potential transactions in securities. We occasionally offer factual data or research suggestions about a market, information about transaction processes, and details about potential hazards and strategies for reducing such risks. However, you alone are responsible for deciding whether to use our investment products or services.
- 12.2 The original capital of your portfolio, its value at any given time, or any money invested in any Security are not and cannot be guaranteed by the Company. Without reservation, you hereby acknowledge and agree that the value of the Securities issued by the Company may fluctuate upwards or downwards and that it is even possible that the investment may lose all its value.
- 12.3 You understand that by buying and/or selling any Security using the Company's dealing services, you face a significant risk of suffering losses and damages because such transactions may be considered speculative in nature. Large losses that are equal to the number of your funds deposited with the company may happen quickly. If you are not willing to assume the risk of losing completely all of the money you have invested, you should not engage in any transaction with the Company.
- 12.4 A derivative security (also known as an "underlying instrument") is a "non-deliverable" transaction that offers the chance to profit from changes in currency exchange rates, commodity prices, equity indices, stock prices, or cryptocurrency values.
- 12.5 It is entirely your responsibility to keep a close eye on every open position. In particular, you are solely responsible for keeping an eye on your positions at all times. If you own securities in a share trading account or have open positions on CFDs, you should make sure you always have access to your trading account(s).
- 12.6 Because of factors like decreased demand, some Securities might not become quickly liquid, making it difficult for you to sell them or learn their value or the severity of the dangers attached.
- 12.7 Currency exchange fluctuations will affect the value, price, and performance of the Security you traded in if you do business in a market other than the base currency of your home nation (therefore, it will impact your profits and losses).
- 12.8 A security's historical performance information does not ensure its future performance. The use of historical data does not represent a definite or secure prediction of the performance of the Securities to which the information relates in the future. The agreements you make with us are binding and enforceable in court for both parties.



## 13. Leverage Risk

- 13.1 Due to slight price variations in the traded products, high leverage, and low margin might cause substantial losses. High leverage enables the customer to take on more risk while amplifying both gains and losses, which can lead to losses that are equal to or greater than deposits and margins. The customer must take into account the possibility of a complete loss of the initial margin funds and any extra funds deposited to maintain open positions if the market trend is against him or her. The customer is in charge of all risks, the use of all available resources, and the trading strategy they have chosen.

## 14. Quotes and Margin

- 13.1 UAG Markets determines quotes and margins, which may vary from those of other businesses. The Margin shall be determined and collected at the discretion of UAG Markets. Money in the customer's trading account for margin may be converted by UAG Markets into and out of such foreign currency at a conversion rate set by UAG Markets at its sole discretion based on the money market rates in effect at the time.
- 13.2 The minimum margin level requirement on the customer's open positions must always be met. The obligation to keep track of the customer's required margin is assumed by the customer. In the event that the minimum margin requirement is not maintained, UAG Markets has the right to close any or all open positions. Maintaining a margin level of 1000% or more is strongly advised to prevent a margin call.

## 15. Risk Limit

- 13.1 Orders that are designed to restrict losses, such as stop loss or stop limit orders, may lessen the losses brought on by price movements, but they might not be able to be executed under certain unusual market conditions.

## 16. Technical Risk

- 16.1 Losses on the Client's operations in the foreign currency market may come from defects in electronic equipment used to carry out margin trading and investment operations due to unexpected and unforeseen consequences. When executing transactions through an electronic trading system, the client carries the risk of potential system flaws, including hardware and software malfunctions.
- 16.2 The Customer is responsible for any technical issues sustained on the Customer's side
- 16.3 The customer admitted that, particularly on the rapid market, there may be some telephone contact issues during periods of peak load (for example, when key economic indicators are released).

## 17. Transmission

- 17.1 The customer agreed that once a Transmission is sent from the client terminal, enters the execution queue, and starts to be processed, it cannot be stopped. The Transmission will be followed according to its own instructions till it is finished. Before submitting any Transaction, the customer should always double-check the specifics of Volume, Product, and Price Level. First-In-First-Out is the method used for all transactions.

## 18. Stop Loss Orders Risk

- 18.1 The Company gives you the option to select Stop Loss Orders so that you can reduce the possible losses you might sustain from an open position. When your position exceeds a predetermined price limit, this option will automatically close it. A "stop loss" limit may not be useful in some situations, such as those involving sudden price changes or market shutdowns.

## 19. Contact

- 19.1 The customer is aware that because of the high volume of calls during peak trading hours, there may be some difficulty getting through to UAG Markets. Due to any Force Majeure, UAG Markets is not accountable for any service interruptions.

## 20. Human Error

- 20.1 The customer is aware that any position started at an "untraded" price due to a mistake made by a UAG Market employee cannot be honoured and will be subsequently deleted.

## 21. Bankruptcy

- 21.1 Priority is still given to creditors in bankruptcy. The Customer engages in no transactions with UAG Markets that are traded on an exchange. Therefore, the Customer's money could not be afforded the same legal protections under the governing body of law as funds used to back exchange-traded futures or options contracts. The customer's claim for deposits and earnings may not take precedence if the business goes bankrupt. After paying priority claims, the client will be paid as a general creditor from any remaining funds.

## 22. Force Majeure

- 22.1 The Customer shall bear the risk of financial losses in the event of Force Majeure.

## 23. AML (Anti Money Laundering Prevention)

- 23.1 The company has a dedicated Anti-Money Laundering Compliance Officer ("AMLCO") in the finance department who reports to the board of directors and senior management of the business. The company is devoted to fighting money laundering. The Anti-Money Laundering Compliance Office (AMLCO) is also in charge of preparing the Company's internal procedures and educating personnel about the Anti-Money Laundering Law and any revisions thereto.
- 23.2 The Company complies with all applicable laws and rules that may be in existence from time to time or that may be updated or altered from time to time in order to prevent the use of the financial system for the purpose of money laundering and terrorism financing. The main duty and goal of regulatory bodies everywhere is to prevent money laundering. Money laundering enables the movement of monies from criminal activity and provides resources for terrorist actions.
- 23.3 Prior to account opening and any payments of proceeds, the Company maintains the right to request and verify the identity of its clients.
- 23.4 Clients should assume that the regulatory authorities or organizations, either non-profit or profit making entity, either governmental or not, in the following regions or countries have access to all information provided to the company: (a) the country in which the company was founded; (b) the country from which any funds were sent to the company; and (c) the country to which any funds were sent after being refunded by or withheld from the company.
- 23.5 If the Company suspects that a transfer of funds is connected in any manner to illegal activity or money laundering, it maintains the right to refuse to process the transfer at any time.
- 23.6 The Company is required to report all questionable transactions, yet it is not allowed to let the client know that their account has been flagged for suspicious behaviour. Misuse of an account could lead to legal action. If you have funds from unlawful operations or your account transactions are in any way illegal, the Company does not want to do business with you.
- 23.7 The Company retains the right, in its sole discretion, to evaluate and/or modify its money laundering prevention policy anytime it sees suitable.
- 23.8 Our money laundering prevention policy is only a policy; it does not form a part of our terms and conditions of business. It is also not intended to impose or seek to impose any obligations on us that we would not otherwise have, barring any applicable laws and regulations on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, as they may be in effect from time to time and modified or amended.

