

TERMS AND CONDITIONS

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1. Introduction

- 1.1. UAG Trade Asia CO., LTD (hereinafter referred to as “UAG Markets,” “we,” “us,” “our,” “ours” and “ourselves”), is incorporated under the regulations of Commercial Rules and register law, commercial enterprises law, civil code and penal code of the Kingdom of Cambodia having its registration number 00031021. 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.
- 1.2. The Account Opening Agreement (herein the “Agreement”) sets out the terms and conditions once we have approved your application and opened an account for you, these terms (along with any Appendices) will constitute an agreement (Agreement) between us and you. This Agreement will control all Transactions we enter with you as well as all our interactions.
- 1.3. Customer agrees to these Terms “as is” and “without representations and guarantees, express or implied, of accuracy, timeliness, completeness, or non-infringement.”
- 1.4. The Company's objects include any subject matter that is not prohibited by Cambodian law, including but not limited to all business, financial, loaning borrowing, trading, service activities, and participation in other enterprises, as well as the provision of managed account services, training, and brokerage in the areas of currencies, commodities, indices, CFDs, and leveraged financial instruments.

2. Account Opening Agreement Scope

- 2.1. You will engage with us in each transaction as the principal as opposed to as someone else's agent. In other words, unless we have expressly agreed differently in writing, we will perceive you as our client for all circumstances and we will hold you solely and personally liable for fulfilling your duties under any Transaction you enter into, whether you interact with us directly or indirectly through an intermediary. Whether or not you tell whom we are acting for, if you do so on our behalf, we won't accept them as an indirect client and won't assume any obligations from them until we specifically agree to it in writing.
- 2.2. You shall carefully read this Agreement along with any other disclosure information we provide to you in conjunction with your Account.
- 2.3. The Client acknowledges that the Company is under no duty to provide the Client with an explanation for the Company's decision to discontinue offering all or any portions of the Services, either temporarily or permanently.
- 2.4. Any other agreements, arrangements, express, or implicit representations made by UAG Markets are superseded by the Agreement and are not negotiable, unless the Company judges, in its sole discretion, that the circumstances call for anything else.

- 2.5. A distance contract between the contractors is enforceable without a signature according to the requirements of International Business Companies (Amendment and Consolidation) of Commerce Act, the Electronic Evidence Commerce Act, the Electronic Transactions Commerce Act. The Client hereby agrees that this Agreement and all its terms and conditions are legally binding on him and that, should an out-of-court settlement not prove to be an adequate method of resolving any dispute arising out of or related to any term or condition of this Agreement, a breach of any such term or condition shall give rise to possible legal actions.
- 2.6. By signing, the Client affirms and concurs that:
- (a) This Agreement has been accepted by the User by completing and submitting the online Account Opening Agreement and by selecting the "I Accept" or equivalent buttons or links that the Company may designate on its main website(s).
 - (b) By continuing to visit or utilize the Company's primary website (s).

3. Client Acknowledgements

- 3.1. The potential client agrees and comprehends that the company is not compelled or required by any laws or regulations that apply to accept any potential client as a client. If the company has a reasonable judgment perception that a prospective client could harm it or would violate its client acceptance policy, it has the right to deny and/or refuse to accept that client as a client. It ought to be reminded that the Company does not have any duty to give any justification for rejecting a prospective client as client.
- 3.2. The online account opening application form for the prospective client must be completed and submitted on the company's website, together with any necessary identity documents. The Prospective Client will thereafter get a notice of acceptance from the Company indicating that he has been accepted as a Client of the Company.
- 3.3. The Client acknowledges and agrees that the Company may decline to activate an account and/or shall not accept any payment from any Prospective Client until all paperwork requested by the Company has been duly and completely submitted by the Prospective Client. If all internal Company checks, including but not limited to anti-money laundering checks and the appropriateness tests have not been adequately completed, the Prospective Client shall not yet be treated as a Client of the Company. The Client accepts and agrees that the Company may request further due diligence documentation for clarity.
- 3.4. Throughout the duration of this Agreement and/or the Client's business relationship, the Company has the right to request further paperwork and/or information from the Client. If the Client fails to submit this extra paperwork and/or information, the Company may, in its sole discretion, cancel the Agreement's Clause 36 and cease doing business with the Client.
- 3.5. Any account formed by a prospective client that has not yet received approval from the company and has been waiting for approval for more than three (three) months may be closed by the company.
- 3.6. Clients whose accounts are classified as Partially Approved may deposit and trade prior to submitting the necessary KYC evidence to the Company for the approval of their accounts.

- 3.7. Clients who have received partial approval are not permitted to withdraw any money until the company has approved their account and received their KYC documentation.

4. Commencement of the Account Opening Agreement

- 4.1. This Agreement will come into effect on the day the prospective client receives the notice informing him that he has been accepted as a client of the company and containing the trading account number and login information is the commencement date of the agreement.

5. Client Categorization

- 5.1. The Company gives each category, and consequently each category's clients, varying degrees of legal protection. Retail clients in particular have the greatest level of regulatory protection; professional clients and ECPs, who are thought to be more aware, experienced, and capable of determining their own level of risk, require fewer regulatory rights.
- 5.2. The company gives its customers the option to ask for re-categorization and so modify the scope of the regulatory protections provided. When a customer requests a different classification (either on an overall level or at the product level), the customer must satisfy certain prescribed quantitative and qualitative requirements.
- 5.3. The Company conducts an adequate assessment of the client's expertise, experience, and knowledge based on all of the client's request, whatever requests, in order to provide a reasonable assurance confirmations of what that the client is capable of making his or her own investment decisions and is aware of the risks associated with those decisions, given the nature of the transactions or services contemplated. However, the Company has the right to decide whether to offer services under the proposed classification if the requirements are not completed.

6. Range

- 6.1. As principal/agency to the principal, the Parties engage in this Agreement. For the avoidance of doubt, the Company shall execute such Orders against its Client as a principal/agency the principal with respect to individual Orders for CFD transactions.
- 6.2. The client is not acting on behalf of anyone else as an agent, trustee, or custodian; rather, they are acting as a principal. Only with the Company's express written consent and upon receipt of all necessary documentation, the Client may act on behalf of another person.
- 6.3. The Company is not recognizing the third party as a Client, unless expressly agreed differently, even if the Client names a natural or legal person (the "third-party") who is accountable for acting on the Client's behalf, through a power of attorney. No information about the client or/and the client's trading behaviour shall be provided to the third party as a result. However, the third party has the authority to instruct the business on the client's behalf.

7. Assure and Declarations

The Client assures and guarantees that:

- 7.1. The Client owns the funds that have been deposited with the Company, and there is no lien, charge, pledge, or other obstruction on them.
- 7.2. Unless he or she produces to the satisfaction of the Company document(s) to the contrary, the funds are not the direct or indirect proceeds of any illegal act, omission, or product. Acts for himself or herself and is not a representative or trustee of a third party.
- 7.3. The Client warrants the accuracy and authenticity of each document provided to the Company throughout the account opening process and thereafter.

8. Scope of Services

- 8.1. These terms and conditions apply to all of the services we provide, including but not limited to accessing and using our online trading facility; data collection and storage policies; materials that can be downloaded from our online trading facility; financial information posted on our online trading facility (either provided by us or through any affiliated entity); electronic content; real-time data, such as the exchange rate of some currencies; and tools for trading. Any correspondence between us and you, including electronic messaging, email, phone, fax, and other channels, is subject to these terms and conditions
- 8.2. Orders can be entered as market orders to buy or sell as fast as possible at the best price available in the market, or they can be placed as limit and stop orders on specific items to trade when the price hits a set threshold. Limit orders to purchase must be set below the current market price, while limit orders to sell must be placed above the current market price. The order will be filled as soon as feasible at the best price available in the market if the bid price for sell orders or the asking price for purchase orders is met. Unless specifically stated by the Company for the particular Order, limit and stop orders are carried out in accordance with the company's best execution policy but are not guaranteed to be carried out at the price or amount requested.
- 8.3. Unless otherwise specified in writing, the Client understands, understood, on their own willingness and effort, agrees that the Company shall engage in transactions with the Client both as Principal (counterparty) and as an Agency (intermediary). The Company shall function as the Client's mediator and contractual counterpart.
- 8.4. Any of the following activities, according to the prospective client, shall constitute acceptance of the Agreement:
 - (a) Clicking the "I Accept" button or similar buttons or links as may be specified by the Company on the Company's Main Website(s), finishing and submitting the online Account Opening Agreement, and/or
 - (b) Continuing to access or use the Company's Main Website(s).

9. Instructions and Basis of Dealing

- 9.1. The Client may submit written or verbal directions to the Company (which shall include instructions provided via the internet or by email as described below). The Company must if applicable, verbally or in writing, acknowledge receipt of the instructions.
- 9.2. Any individuals authorized by the Client to offer instructions to the Company on their behalf must be disclosed to the Company by the Client. Any such notice must be in writing and include the names of the person or people who will be authorized as well as sample signatures. Any such authority may be cancelled by the Client by written notification, but it will not take effect until the Company confirms in writing that it has received the notice of revocation. Any harm, whether direct or indirect, brought on by the Client's failure to inform the Company of such revocation shall not be the responsibility of the Company.
- 9.3. Any person who has been so approved or any person who seems to the Company to be an Authorized Person may give oral or written directions to the Company, even if the person has not really been so authorized.
- 9.4. Without the express permission of the Company, an instruction given by or on behalf of the Client cannot be cancelled, withdrawn, or changed once it has been given. Any trading instruction given by or on behalf of the Client may be refused by the Company at its sole discretion without justification or liability for any losses resulting from such a decision.
- 9.5. Any instructions that the Company may need from the Client are to be provided promptly by the Client to the Company. If the client does not promptly submit these instructions, the company may, in its sole discretion, take any actions it deems necessary to safeguard itself or the client, at the client's expense. Similar circumstances in which the Company is unable to contact the Client are covered by this provision.
- 9.6. Any loss, expense, cost, or liability incurred by the Client as a result of instructions or other communications being sent over the Internet shall not be the responsibility of the Company. All orders and the correctness of all information submitted via the Internet under the Client's name or unique identifier will be the exclusive responsibility of the Client. The Company will not transmit or execute an order until it has received confirmation from the Client.
- 9.7. The Company is hereby authorized (but not required) to transfer all stated Contracts to the following business date traded if it has not received instructions from the Client to settle any open Contracts by the end of the Business Day (Rollover).
- 9.8. If the Company believes that confirmation is required or desirable, or if the instruction is to close an Account or transfer money owed to the Client, the Company may (but is under no obligation to) request confirmation in the manner that the Company reasonably requests.
- 9.9. In principle, the Company must act in accordance with instructions as soon as it is practical to do so and must follow its best execution policy with regard to trading instructions. After receiving instructions, if the company determines that it is not reasonably possible to carry them out within a reasonable amount of time, it may either postpone carrying them out until it is, in its reasonable opinion, feasible to do so, or it may be notify to or by the client that it is refusing to do so. The Company will solve any dispute on transactions with whatever fair for both. Any damages brought on by such a postponement or refusal shall not be the responsibility of the Company.

- 9.10. According to its Best Execution Policy, the Company is permitted to combine the Client's orders with those of the bank, any associates, and/or anyone else related to the Company, such as staff and other Clients. Additionally, as the Client's orders are being executed, the Company may divide them. The Company will only combine or divide the orders if it reasonably believes doing so is in the client's best interest. In some cases, the client may receive less favorable pricing as a result of the aggregation or splitting of their order than they would have if their orders had been handled separately or jointly.
- 9.11. The Client accepts that all phone calls, online chats, and meetings between the Client and the Company may be recorded by the Company. The Company may then use those recordings, or transcripts of those recordings, as evidence in any current or future disagreement between the parties. The Company may not be able to record a conversation for technical reasons, in which case any recordings or transcripts will be deleted in accordance with standard procedure. As a result, the Client shouldn't count on finding such recordings.
- 9.12. If the Client is more than one person (for example, joint account holders)
- (a) Joint and several liabilities will apply to each of these parties.
 - (b) Any instruction is given by a single person who is, or the Company believes to be, such a person, and
 - (c) any notice or other communication given by the Company to one of such persons is deemed to have been given to all such persons.
 - (d) If an Event of Default is deemed to have happened in respect of any such persons, the Company's rights in the event of such an event will apply.
- 9.13. When a client manages multiple Accounts (or sub-accounts) and opposing positions are opened on various Accounts (or sub-accounts), the Company is not required to close out such positions. The Client is particularly informed that, unless manually closed, all such positions are subject to automatic rollover, which entails a fee for each rollover, until manually closed.

10. Recording of Telephone Calls

- 10.1. We reserve the right to record and keep a copy of any communications you have with us via phone, email, chat, the internet, or other means. Any recordings made by us are and will always be our exclusive property, and you agree to accept them as unquestionable proof of their content. You consent to our right to send copies of such recordings' transcripts to any court, governmental agency, or regulatory body, including without limitation in the event of a dispute between you and us..
- 10.2. In the event that we are unable to record a conversation due to technical difficulties, any recordings or transcripts we do make will be deleted in accordance with our standard procedure. It follows that you shouldn't count on finding such recordings.

11. Client Funds

- 11.1. All client funds are kept in the Company's omnibus account, which is known as the Client Account. The Company keeps its own funds separate from the Clients' funds in a different account.

- 11.2. If the company transfers client funds (a) for the purpose of a transaction for the client through or with that person, or (b) to satisfy the client's obligation to provide collateral for a transaction, the company may permit a third party, such as an exchange, a clearinghouse, or an intermediate broker to hold all control client funds without the client's written consent or other notice (e.g. an initial margin requirement for a derivative transaction).
- 11.3. Without limiting the generality of the foregoing, the Client authorizes, acknowledges, understand, and willing, the Company to make any deposits into and withdrawals from the Client's Account on his or her behalf, including, without limiting the foregoing, withdrawals for the settlement of all transactions undertaken in accordance with the Terms and all amounts owed by the Client to the Company or any other party.
- 11.4. Any sum owed by the Company to the Client must be paid immediately into the Client's account with the Company, unless the Parties have agreed differently in writing.
- 11.5. The Client may remove funds from his or her Account that are not utilized to cover margin and are free of all obligations (Free Margin) without the Account being closed.
- 11.6. After receiving the client's transfer request instructions, the Company processes money transfer requests (withdrawals from Trading Account) within the time range specified on the Company's website under the section for deposits and withdrawals. The amount to be transferred is deducted from the Client's Trading Account balance after the transfer request process is complete. At that point, the Client might ask for a withdrawal from his Account. The Company maintains the right to reject a withdrawal request if it does not follow Clause 12.9 below or to postpone processing the request if the Client does not provide complete evidence.
- 11.7. When withdrawing fund from his account and depositing it into the specified bank account, the client undertakes to cover any bank transfer fees that may apply. The Company must receive the Client's payment information. If the Client submitted the Company with inaccurate and/or misleading information, he will be held entirely responsible for his own funds. Any fund that isn't placed into the company's bank accounts is not the company's obligation.
- 11.8. The Client acknowledges and agrees that any funds sent to the Company's bank account by the Client or on the Client's behalf will be deposited to the Client's Account at the value date of the payment received, less any charges or fees levied by the bank account providers or any other third parties involved in the transaction process. Before making any funds available to the client's account, the company must be satisfied that the sender is the client or an authorized representative of the client. If not, the company reserves the right to refund or send the net amount received back to the sender using the same method as originally used.
- 11.9. Withdrawals must be made to the same remitter and using the same method as account funding. The Company retains the right to reject a withdrawal request made using a particular payment method, recommend an alternative payment method in cases where the Client must submit a new withdrawal request, or require further information when processing the withdrawal request. If any client-provided paperwork is rejected by the company, the withdrawal transaction will be reversed, and the money will be re-deposited into the client's account. On "Withdrawal Conditions," which is available on the Company's website, you can find more information about the circumstances in which the Company might refuse a withdrawal request.

- 11.10. The Client consents to the Company using any interest earned to pay for registration fees, general expenses, charges, fees, and interest related to the administration and maintenance of the bank accounts. The Client waives all of his rights to receive interest earned on funds held in the bank accounts. Such costs will in no way be passed forward to the clients. However, the Company may, in its sole discretion, pay interest at the rate and on the basis that it chooses.
- 11.11. The client understands that UAG Markets, which is owned entirely by UAG Markets, will handle all card and payment processing.
- 11.12. When a client's account is marked as closed or terminated and has a positive balance (that is, there are funds on the client's account), the company is free to stop considering those funds as client money and transfer the balance of the account from the client account to its own account. If the Client later submits a legitimate claim to the Company, the Company may pay the Client any sums due to the Client by the Company.

12. Spreads and Conditions

- 12.1. The Client acknowledges that the Spreads and Conditions Schedule, which is available on the Company's website and contains information about all applicable spreads, charges, margins, interest rates, and other rates, has been read, understood, and acknowledged by the Client by accepting the Terms. The client must always review the information on the company's website while dealing with the company, especially before and after placing any orders with the company. The company has the right to change any of these spreads, charges, margins, swaps, and other rates at its discretion.
- 12.2. The Company may convert, but under no circumstances shall it be required to do so:
- (a) the Client's base currency, which is the currency in which the Client's Account is denominated, will be used to convert any realized gains, losses, option premiums, commissions, interest fees, and brokerage fees that occur in a currency other than the Client's base currency.;
 - (b) any cash contribution to another cash deposit made with the intent to buy an asset in a currency other than the client's base currency;
- 12.3. Every time the Company converts currencies, it will do so at the reasonable rate of exchange that it chooses. The Company will have the right to mark up the exchange rates. The Spreads and Conditions Schedule defines the current markup.
- 12.4. In addition, the Client is responsible for paying the Company's costs associated with any Contract and/or with preserving the Client relationship, including any relevant VAT and other taxes as well as all other expenses.
- 12.5. In relation to contracts the company enters into, the company may split commissions and fees with its partners, business introducers, or other third parties or receive compensation from them. The relevant Trade Confirmations will not include information about the specifics of any such compensation or sharing arrangement. When acting as the Counterparty to a Contract, the Company (or any affiliate) may get a commission, mark-up, mark-down, or any other form of compensation.
- 12.6. The amount of commission, mark-up, mark-down, or any other compensation given by the Company to any Business Introducer or other third party will be disclosed by the Company to the Client upon reasonable request and to the extent possible.

- 12.7. The Company shall be entitled to quote prices at which the Company is prepared to trade with the Client in connection with any OTC transactions. The Client shall determine whether or whether it desires to engage in a Contract at such rates, save where the Company exercises any rights it may have under the Terms to close a Contract.
- 12.8. Upon the client's request and at the company's sole discretion, the company may share Trading Rebate with the client. A trading Rebate is the portion of the spread that is applied to the client's trading account based on the volume of trading transactions that the client completes (s). The cabinet section is where the clients can find out which of their trading accounts are eligible for trade rebates.

13. Archived account

- 13.1. The account owner shall stop showing activity is considered inactive. Other activities include making a withdrawal or deposit, as well as contacting a financial institution by phone or online. It is not considered action when periodic interests, swaps, and dividends are paid out automatically. Each individual inactive trading account is assessed. Clients whose accounts have been inactive for at least three years may have their remaining balance expropriated by the business.
- 13.2. A Trading Account with no financial and/or trading activity for 60 (sixty) days shall be archived and any pending order older than 90 (ninety) days shall be deleted.
- 13.3. A Trading Account with no financial and/or trading activity for 60 (sixty) not more or not less, equal to stated (sixty) days and pending orders less than 90 (ninety) days, shall be consider as inactive, or no activity, thus will be archived when the said pending orders reach 90 (ninety) days and shall be deleted.
- 13.4. Any Trading Account can be classified by the Company as Archived, regardless of the remaining balance of the Trading Account.
- 13.5. A Client can request to restore an Archived Account by sending an email to support@uagmarkets.com. An Archived Account is not considered as a terminated trading account; however, any trading account may only be restored at the Company's discretion.

14. Dormant Account

- 14.1. We shall consider all your Accounts to be dormant if there hasn't been any action (trading, withdrawals and or deposits, or internal transfers) in them for a predetermined period of at least ninety (90) calendar days. When there has not been any action in an account for ninety (90) calendar days straight — including trading, withdrawals, deposits, and internal transfers — the account is said to be dormant.
- 14.2. A monthly dormant cost of USD 5 or the entire amount of the free balance in the account, if the free balance is less than USD 5, will be levied to dormant accounts. If there is no free balance in the account, there will be no fee. The dormant account will be immediately regarded as archived upon the activation of the dormant fees.

- 14.3. The full remaining amount will be charged, and the Company has the right to terminate the Account after giving the Client notice of termination if the balance of the Account is less than the stipulated charges.
- 14.4. If there is no balance in the account, there will be no fee (zero). The Company will proceed with informing the Client that his Account would be closed immediately. The Company agrees to honour any legitimate claim made against the released balances.
- 14.5. The Company reserves the right to retroactively impose the Dormant fee for any month in which the Business was entitled to do so but did not do so due to technical issues.
- 14.6. Such Dormant Accounts are subject to maintenance, administration, and compliance management fees.
- 14.7. For any information regarding the closure of accounts, please contact the Company at support@uagmarkets.com.

15. Margin Deposits, Collateral, and Payment

- 1.1. In connection to open Contracts and any other exposure the Client may have connected to a Service delivered, the Client shall always guarantee that the balance of the Account is equal to or greater than the total of all Client Deposits required (each a "Margin"). The trading specifications of each product provide the margin requirement needed in connection to each trading position. The margins may be changed at any time, at the company's sole discretion, and the new margins will be announced as above and will take immediate effect for any new trading positions that the client opens. If the client receives written notice from the company of the additional margin requirements, all open trading positions held by the client at the time of the notice must be closed promptly.
- 15.2. In accordance with the terms of any Contract and any instructions provided by the Company in order for the Company to fulfil its obligations under any related Contract entered into by the Company and a third party, the Client shall make prompt delivery of any funds or property due under that Contract.
- 15.3. The Company may close out any open Contract without prior notice to the Client if the Client fails to deliver any Margin, deposit, or other payable amounts as required by the Terms about any transaction. Any proceeds from the closure will be used to pay any monies owed to the Company, as any suitable conditions that the Company consider to be so.
- 15.4. The Company will make an appropriate adjustment of the full negative amount if a negative balance develops in the Client's Trading Account as a result of a Stop Out so that the Client won't incur a loss.
- 15.5. The Company retains the right to at any moment and for any reason return the Client's deposited funds.
- 15.6. The Company reserves the right to recover any funds that were mistakenly deposited into your account or improperly withdrawn by you, either directly from the account in question or through any other accounts the account holder has with the Company. If there are any open deals in the account, the company will email the client to let them know what needs to be done to fix the situation and that any open trades need to be cancelled. If the client does not comply, there may not be enough money in the account to maintain the open positions, which could ultimately result in the shutting out of the open positions. If such occurrences cause the Client to suffer any harm, whether direct or indirect, the Company will not be held responsible.

16. Account Reporting and Trade Confirmation

- 16.1. A trade confirmation will be made accessible to the client by the company for any contract or transaction they enter with them or on their behalf, as well as any open positions they cancel on their behalf. Following the completion of the transaction through the Trading Platform, Trade Confirmations are often immediately accessible.
- 16.2. The Client has access to an Account Detailed Report via the Trading Platform. During business hours, the Account Detailed Report will typically be updated on a regular basis. By agreeing to the Terms, the Client waives their right to receive trade confirmations or account detailed reports from the Company in printed form unless they specifically request them.
- 16.3. Each document the client receives from the company must have its contents verified by the client. Unless the client notifies the company in writing to the contrary within three (3) Business Days of receiving such document, such papers shall, absent manifest error, be conclusive.
- 16.4. Each document, including those sent from the Company electronically, must have its contents verified by the Client. Unless the client tells the company in writing to the contrary within three business days of receiving the document, such documents shall be deemed conclusive absent apparent error. In the case that the client feels they have entered into a transaction or contract that should have resulted in a trade confirmation or another posting to their account, but they have not, the client must notify the company as soon as they become aware of this. The Company may, in its reasonable judgment, assume that the transaction or Contract doesn't exist in the absence of such information.

17. Communication

- 1.1. The Company contacts the Client using the following channels of communication:
 - (a) Internal emails of the trading platform, as determined by them alone (From the Company to the Client)
 - (b) Telephone
 - (c) Post
 - (d) Announcements in the related sections of the Company website
 - (e) To contact the Client the Company shall use the Client references, stated while opening the account or changed in accordance with the present Regulations
- 17.2. The following priorities are defined by the company while responding to clients in order to respond quickly to their needs: Communication channels the Client may use to conduct transactions: Priority is given to online chat (from a Personal Area), followed by the processing of forum and email inquiries, including ticketing, chat, mailing, or any medium considered as so.

- 1.3. The following priorities are defined by the company while responding to clients in order to respond quickly to their needs: Communication channels the Client may use to conduct transactions: Priority is given to online chat (from a Personal Area), followed by the processing of forum and email inquiries.
- 17.4. Communications to the Company may be made at the address and phone number provided to the Client for this purpose and will only be deemed to have been properly made after the Company actually receives them.
- 17.5. The Client may alter his/ her communication details by written notice to the Company.

18. Conflicts of Interest

- 18.1. In connection to any transaction or Contract that is influenced by the Company's advice given under the Terms, the Company, its associates, or other people or businesses linked to the Company may have an interest, relationship, or arrangement that is relevant. The Client agrees that the Company may transact such business without first referring to any potential specific conflicts of interest by accepting these Terms and the Company's Conflict of Interest Policy (which distinctly describes the general character and/or background of any conflict of interest).
- 18.2. We are not required to disclose to you any profits, commissions, or payments we make or get as a result of transactions, circumstances in which we have a material interest or situations in which there may be a conflict of interest.
- 18.3. You agree that you are aware of the potential for the conflicts described in this section to occur and that you give your approval for us to act despite such a conflict.

19. Incentives

- 29.1. The Company is permitted to pay and/or receive commissions from third parties, as long as these benefits are intended to improve the calibre of the services supplied to the Client and do not conflict with the Company's obligation to act in the Client's best interests.

20. Business Introducer / Affiliates

- 20.1. A Business Introducer might have given the Client their recommendation. The Business Introducer will be compensated based on a documented contract with the Company.
- 20.2. A fee or commission will be paid to the Business Introducer or other third parties in accordance with a signed agreement with the Company. This fee/commission is based on the number of trading transactions completed and the number of Clients referred to the Company. Upon the Client's request, the Company agrees to provide more information regarding the amounts of fees, commissions, or any other compensation made to the Business Introducer or any third parties.

- 20.3. The Client accepts and understands that, as described on the Company's website, larger spreads may be applied as markup in situations when a client is referred to the Company through an Introducer. It should be noted that even in cases where there are no markups, the Company may nevertheless pay fees or commissions to introducers. The Introducer will be compensated in accordance with the terms of the Company's normal Introducer's Agreement if the Client does not agree to the Company applying the mark-up or mark-down to any of the applicable accounts.
- 20.4. By agreeing to this Agreement, the Client attests that he or she is also aware that the Business Introducer may as an individual, entity, or a group, may get commissions compensated based on their introducing activities based on the Client's traded volume.
- 20.5. A percentage of the compensation the Introducer receives from the Company, based on the Introducer and/or Complementary Agreement he has in place with the Company, may be shared by the Introducer with any Clients he has recommended to the Company through the Company's Rebate system. The percentage of the Introducer Rebate that the Introducer is willing to share with a client at any time may be changed by the Introducer without the Client's prior approval. When the referred Client has already signed a contract with the Company, it is accepted that the Introducer and the Client have no ongoing contact.
- 20.6. Introducer Rebates apply only to Clients of the Company who have been introduced to the Company by Affiliates and can be applied to any trading account that the referred Client has opened with the Company.
- 20.7. Introducer Rebates are applied to the Client's trading account as a proportion of the Introducer commission and are determined by the volume of trading transactions carried out by the recommended Client (s).
- 20.9. If the Client and/or the Introducer wishes to receive a detailed statement of the amounts of rebates received upon the closure of a trade, he must send an email to the Company at support@uagmarkets.com
- 20.11. Whatever agreements are made between the Client and the Business Introducer are not under the Company's control.
- 20.12. The Company may incur additional costs as a result of the agreement with the Business Introducer because it may be required to pay commission fees or other fees to the Business Introducer.
- 20.12. The Client accepts that the Business Introducer is not an authorized representative of the Company and is not permitted to make any promises or guarantees about the Company or its services.
- 20.13. The client is aware of and agrees that the business introducer is not permitted to provide investment advice.

21. Acknowledgements

- 21.1. The Client affirms that he has read, comprehended, and agreed to this Agreement as well as all other legal documentation posted on the Company's website (the Terms of Business, the Privacy Policy, the General Risk Disclosure, the Client Categorisation Policy, the Complaint Handling, the Order Execution Policy, the Risk Disclosures for Financial Instruments and the Summary of Conflicts of Interest Policy as amended from time to time). Any modifications to the Company's legal paperwork will be communicated to the Client, who will be exclusively responsible for becoming familiar with them.
- 21.2. The Terms and Conditions of this Agreement and the Terms of Business, both of which are available on the Company's website and may be updated from time to time, will govern the Company's relationship with him.
- 21.3. Regardless of the balance, the Company has the right to archive any trading account if the Client does not conduct any trading or financial transactions for 90 (ninety) calendar days. Pending orders will be erased if there is not enough balance at the time of archiving to support them. On request to support@uagmarkets.com, the aforementioned archived trading account may be reactivated under the same terms.
- 21.4. Any market advice and information shared by the Company do not constitute an offer to buy or sell or the solicitation of an offer to buy or sell a Contract, and even though they are based on data from sources the Company considers to be dependable, they might only be based on a vendor's opinion (such as that of a third-party market analysis provider), which means they could be incomplete and possibly unreliable. The Company does not represent, warrant, or guarantee the accuracy or completeness of any information or trading recommendations provided to the Client and shall have no liability in connection therewith;
- 21.5. The Company retains the right to modify a Trading Account's specifications and to publicize any modifications made to a particular type of Trading Account on the pertinent page of its Website, and the Company has the right to inform externally of internally;
- 21.6. Company's official language is English Language.
- 21.7. According to the terms of the Agreement, the Company only provides the Services and/or any marketing communications related to them through its website, trading platform(s), and/or official social networking channels; as a result, only these channels shall be used for communicating with and receiving the Services the Company offers. In the event that the Client communicates with or conducts business with any natural or legal entity purporting to act on the Company's behalf in relation to the Services provided by the Company, the Company shall not be liable for any loss, expense, cost, or liability of any kind of nature incurred by the Client (i.e. imposters, fraudsters etc.)

22. Risks

22.1. The client affirms that they are informed of the following risks associated with conducting trade operations at the global financial markets:

- (a) **Leverage risk:** Due to the leverage effect, while trading under "Margin trading" conditions, a relatively modest change in the rate may have a significant impact on the balance of the client's trading account. The initial deposit and any subsequent monies deposited to support open orders are both at risk of loss in the event that a market movement goes against the client's position. The Client is solely responsible for taking into account all risks, using financial instruments, and selecting the appropriate trading strategy. It is advised to constantly place Stop Loss orders to prevent potential losses and to keep the margin level at 100% or greater. The Client should be aware that the acquisition and/or sale of any Financial Instrument entails the possibility of suffering complete losses or losing all of one's initial cash. The client acknowledges that he is ready to assume this risk and that there will be no reimbursement for any lost money.
- (b) **Risk of financial tool volatility:** A wide variety of tools have significant daily price fluctuations, which suggests a high likelihood of both making gains and losing money when trading.
- (c) **Technical risks:** The Client consents to the risk of incurring financial losses in the event that the Client's information, communication, electrical, or other systems fail.
- (d) **Risk of irregular market conditions:** The Client acknowledges that in non-standard market conditions, processing times for Client orders may lengthen, spreads may widen, and execution quotations may vary from quotes in the flow.

23. Representations and Warranties

23.1. The Client represents and warrants that:

- (a) All information provided by the client to UAG Markets is true, accurate, comprehensive, and does not in any way materially mislead;
- (b) The Client has entered into this Agreement and shall enter into any Contracts thereunder in its capacity as a principal, not in the capacity of an agent or representative of any other party;
- (c) There are no legal restrictions or limitations on the client that would prevent them from performing this Agreement, any Contracts they sign under it, or any transactions they engage in;
- (d) The Client has full right and authority to enter into this Agreement and any Contract or transaction thereunder and has obtained all required consents and authorizations;

- (e) In relation to this Agreement and any Contract or transaction thereunder whether by recorded phones communication or any written communication, thereunder, the Client is in accordance with all laws and regulations to which the Client is subject, including, without limitation, all tax laws and regulations, exchange control requirements, and registration requirements;
- (f) The terms of this Agreement and any Contract or transaction entered into pursuant thereto are valid and enforceable against the Client in the jurisdiction in which the Client resides (subject to applicable equity principles) and are in compliance with all applicable laws, regulations, orders, charges, agreements, and instruments by which the Client is bound or to which the Client's assets are subject;
- (g) No Event of Default or another occurrence that could (with time, notification, determination, or any combination of these) constitute an Event of Default (a "Potential Event of Default") has happened and is ongoing with respect to the Client;
- (h) The Client is willing and financially able to withstand a complete loss of funds arising from the Contracts and transactions entered into thereunder and is fully aware of the financial and other risks involved with trading under this Agreement;
- (i) The Client will not sign any Contracts or engage in any transactions under this Agreement in order to carry out or in connection with any placement, issuance, distribution, offer, takeover, merger, or other comparable corporate finance-type transaction, as applicable;
- (j) When it comes to market abuse, misbehaviour, insider dealing, and other related offenses, the client shall follow all applicable laws and regulations;
- (k) In regard to a Contract or transaction entered into under this Agreement, the Client will not take any action or engage in any activity outside of the ordinary course of business that aims to modify, distort, or otherwise manipulate the relevant market or Underlying;
- (l) The Client has acknowledged in the Account Opening Application Form whether or not he is a Politically Exposed Person and has agreed to notify the Company if, at any time while this Agreement is in effect, he does so;
- (m) There are no limits on the financial markets or instruments that any Transactions may be directed to for execution based on the nationality or religion of the Client.

23.2. For the duration of his business connection with the Company, the Client guarantees that the aforementioned guarantees will apply to any instructions and/or transactions he gives in the future.

24. Indemnity and Limit of Liability

24.1. The Client shall indemnify the Company and keep the Company indemnified at all times against all losses, expenses, costs, and liabilities of any kind or nature which may be suffered or incurred by the Company:

- (a) As a direct or indirect result of any failure of the Client to perform any of his obligations under this Agreement; and/or
- (b) In relation to any instruction given to the Company by an authorized representative of the Client; and/or
- (c) In relation to any instruction, which appears to the Company to be given by an authorized representative of the Client; and/or
- (d) Where the Client and/or the authorized representative of the Client and/or any person which appears to the Company to be an authorized representative of the Company, has provided false and/or misleading information for any transaction.

24.2. This Indemnity shall survive the termination of this Agreement.

24.3. The Company shall not be liable for:

- (a) any loss, expense, cost, or liability of any kind or nature suffered or incurred by the Client unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Company's gross negligence and/or fraud on behalf of the Company and/or the intended failure of the Company's obligations under this Agreement; and/or
- (b) any acts or omissions of an authorized representative or a person, individuals, entities, groups, or any company which appears to the Company to be an authorized, allowed, acknowledge representatives officially for or of the Client which provides the Company with false and/or misleading information of the Client's instructions unless such acts or omissions were the results of the Company's gross negligence and/or fraud on behalf of the Company; and/or
- (c) any loss of opportunity that results in a reduction in the values of the Client's transactions, regardless of the cause of the such reduction, except to the extent that the reduction occurred as a direct consequence of the Company's deliberate actions or omissions.
- (d) any loss caused by actions of the Company, within the limits of realization of its rights, stipulated in these Terms;
- (e) any loss or expense incurred by the Client in connection with any error and/or failure and/or delay in the operation of the Trading Platform.

25. Prohibited Trading Techniques

25.1. The Client is not permitted to engage in any prohibited trading, such as "arbitrage trading," "picking/sniping," or the use of specific automated trading programs or "Expert Advisors," and/or follow an abusive trading strategy, such as any trading activity that aims to make a potential risk-free profit by opening opposing orders, during times of turbulence in the market, during news announcements, or on opening gaps (trading). The Client agrees and acknowledges that if the Company considers that the Client has been acting in any of the manners described above; the Company may at its sole discretion and without prior notice to the Client, take one or more, or any portion of, the following actions:

25.2. The client accepts and understands that the company may, in its sole discretion and without the client's prior knowledge, take any or all of the following actions if it believes the client has been acting in any of the ways stated above:

- (a) Account closure for the Client;
- (b) Account suspension for the Client for an indeterminate amount of time;
- (c) conduct an ongoing, thorough examination of the client's account;
- (d) levy the Client a penalty fee equal to or greater than the financial loss resulting from the Client's use of such practices.; or
- (e) The account will be closed, any gains made through illegal trading methods will be seized, and the initial deposit(s) will be returned to the account holder. Earnings from Prohibited Trading may be taken from the Client's associated accounts to make up any profits that have already been withdrawn

26. Event of Default

26.1. Each of the following constitutes an 'Event of Default':

- (a) According to the terms and circumstances of the Agreement, the Client has not made any payments to the Company.;
- (b) Any of the Client's responsibilities under the Agreement to the Company have gone unfulfilled.;
- (c) If the Client is an individual, his demise or incapacity;
- (d) A third party filing for bankruptcy (in the event of a natural person) or winding up (in the case of a business entity), or the appointment of a receiver or administrator over the Clients' assets (either an In the event that the client has made any agreements and/or compositions with his creditors;
- (e) In the event that the client is unable to pay any of his debts to the company;
- (f) In the event that the Client's under this Agreement given representations and/or warranties are found to be false;

26.2. In an Event of Default, the Company has the right to either:

- (a) Demanding any overdue payment right away and ending the Agreement without giving the Client prior warning; and/or
- (b) Close all of your open positions, in whole or in part, at a closing of or closing level for the pricing that is or will be determined by the closing market price.; and/or
- (c) Close all or some of the Client's Accounts with the Company, regardless of the kind, and refuse to conduct any additional business with the Client.t; and/or
- (d) Cancel its commitment to the client to provide any of its services at any time without warning.

27. Amendments

27.1. The Company reserves the right to amend these Terms at any time by written notice to the Client. Such changes will become effective on the date specified in the notice, which will be at least one week after the Client is notified by a message posted on the 'Company News' section within www.uagmarkets.com, by email or any other appropriate means, unless any relevant law, regulation, rule or action of any applicable government or regulator requires otherwise.

28. Information Disclosure

28.1. Every piece of information the Company receives from the Client will be kept private. The Client acknowledges that such information may be disclosed to the Company's employees, affiliates, consultants, and advisors who need to know it to fulfill their obligations under this Agreement, as well as to any parties who help the Company process payments made using the Client's credit card and who are obligated to keep such information confidential. The Client understands and consents that the Company may, without the Client's prior consent, release any information pertaining to the Client that may be required to be disclosed by any law, rule, or regulatory authority, including any applicable Market Rules.

29. Advice and Provision of Information

- 29.1. The Client acknowledges that the provision of investment advice in CFDs or the Underlying Markets is not a part of the Services and that the Company will not advise the Client regarding the merits of a particular Transaction or provide him with any type of investment advice. Only the Client will engage in Transactions and make pertinent choices based on his or her own judgment. The Client represents that he has the entire responsibility for independently evaluating and researching the risks of any Transaction before asking the Company to enter into it. He asserts that he has the information, market acumen, professional guidance, and experience necessary to assess the benefits and risks of any Transaction on his own. The Company makes no representations on the suitability of the goods sold under this Agreement and does not act in a fiduciary capacity toward the Client.
- 29.2. The Client will not be entitled to receive any legal, tax, or other advice from the Company regarding any Transaction. If the client has any doubts about whether he could have to pay taxes, he should consult an independent expert. There may be periodic changes to tax laws.
- 29.3. The Company may, occasionally and at its discretion, provide the Client with information, recommendations, news, market commentary, or other information, but not as a service. This could happen in the form of newsletters that the Company posts on its website or distributes to subscribers via its website, the platform, or another method. Where it does so:
- (a) Such information will not be the responsibility of the Company.;
 - (b) Regarding the quality, reliability, or completeness of such information, as well as the tax and legal ramifications of any associated Transaction, the Company makes no representations, warranties, or guarantees;
 - (c) This information is given to the client purely to help him make his own investment decisions; it is not intended to be investment advice or to make the client aware of any unsolicited financial offers.;
 - (d) The client undertakes that he will not give the document to any individual or group of people for whom it is designed or to whom it is distributed if the document contains such a restriction.
 - (e) The Client acknowledges that the Company may have taken action, any necessary that is fair for both to use the information it was based on prior to completion or shipment, which under any conditions that the Company cannot guarantee that the Client will receive the information at the same time as other Clients and does not make any promises regarding the Client's time of receipt.
- 29.4. It is acknowledged that any market analysis, news, or other material given or made available by the Company is liable to change or disappear at any time without prior notice.

30. Chargeback Policy

- 30.1. The customer has the right to protest if they think a fraudulent transaction was carried out. The Company will next launch an inquiry to ascertain whether the allegedly fraudulent transaction actually took place. The Client understands that the Company reserves the right to impose a "150 USD research fee" on the Client in order to complete the investigation.
- 30.2. We will fully pursue every fraud through criminal actions in your local jurisdiction of the law since we do not tolerate credit or debit card fraud. Additionally, we will report any fraudulent activity to your neighbourhood police department and pursue it through local legal channels to the maximum extent of the law.
- 30.3. We reserve the right to terminate your account, ban access to our online trading facility entirely, block and/or revoke your access codes, and/or take any other action we deem appropriate in our sole discretion.
- 30.4. Any profits or revenues made directly or indirectly from engaging in such prohibited trading activity are subject to seizure, and we reserve the right to notify any interested parties of your violation of this clause. We have developed and will continue to develop the tools necessary to detect credit/debit card fraud, and we will use these tools to resolve any disputes that may arise from such fraud.
- 30.5. All transactions are made in reliance on the fact that this Agreement and all trades constitute a single agreement between the parties and that we would not otherwise make any trades with you.
- 30.6. When we use our rights under this Section, all of our payment obligations to you and our responsibility to pay you a net amount will be combined into one obligation. If the total amount due from one Party exceeds the total amount due from the other Party, the Party whose bigger total amount is due shall pay the excess to the other Party, and the obligations of each Party to make payment shall be satisfied and discharged.
- 30.7. All Parties to this Agreement, as well as the estates and/or creditors of all Parties to the client relationship under this Agreement, are subject to the terms of this netting agreement.
- 30.8. If the Company determines, in its reasonable discretion, that you have engaged in any form of arbitrage or abuse, whether alone or in conjunction with other clients of our Company (including, but not limited to, risk-free profiting), with the sole intent of maximizing your financial gain without a genuine interest in trading the markets and/or taking a market risk, the Company may, in its sole discretion, exercise its rights under this Agreement without your consent or prior notification.
- 30.9. The claims that the Parties have against one another should be finally discharged by netting in the event that the client relationship is terminated (closed). The final sum to be paid by one of the Parties shall be the net difference between the payment obligations of the Parties. The value of any open Contracts shall be established in accordance with the guidelines outlined below.

31. Force Majeure Event

- 31.1. When the Company's performance of its responsibilities under these Terms is hindered or delayed due to events outside of its reasonable control, the Company shall not be liable to the Client for such failure, hindrance, or delay. These "force majeure" events shall include, without limitation, any technical difficulties such as telecommunications failures or disruptions, non-availability of the Company's Website due to maintenance downtime, declared or impending war, revolt, civil unrest, natural disasters, statutory provisions, measures taken by authorities, strikes, lockouts, boycotts, or blockades, regardless of whether the Company is a party to the conflict and including situations were only.
- 31.2. In the event that the Company believes, in its reasonable opinion, that a case of force majeure actually occurred, the Company shall take all reasonable means to notify the Client.
- 31.3. A force majeure event is any event or circumstance that happened after a financial instrument transaction took place and that was not anticipated at the time the transaction was entered into. This includes, but is not limited to, any natural, technological, political, governmental, social, economic, or similar event or circumstance. A force majeure incident may also involve unauthorized acts against the Company's servers that are possibly beyond the control of the Client or the Company, in addition to the aforementioned.
- 31.4. Without limiting the client's other rights under the account opening agreement, if the company deems that a force majeure incident occurred, it may:
- (a) impose stricter margin restrictions and/ or
 - (b) broaden spreads and/ or
 - (c) lessen the leverage, or (Leverage is a ratio of the amount used in a transaction to the required deposit)
 - (d) close out any open positions in a fair and reasonable manner at a price that the Company deems appropriate and/ or
 - (e) ask for changes to any closed positions and/ or
 - (f) cease providing the Client with the Services and/ or
 - (g) if the Company is unable to comply with any provision of the Agreement, the Company may change any such provision.
 - (h) As long as the Force Majeure Event renders it impossible or impracticable for the Company to comply with the Agreement's provisions, they will be suspended or modified. and /or
 - (i) take or refrain from taking any other actions that the Company determines, in light of the situation and the positions of the Company, the Client, and other Clients, to be reasonably appropriate.

32. Term

- 32.1. The commencement date of this Agreement is the effective date of this Agreement, and it will continue to be in full force and effect until either Party terminates it in accordance with clause 36 of this Agreement.

33. Termination

- 33.1. The Client relationship shall remain in force until terminated.
- 33.2. Our client relationship under this Agreement shall continue in effect until terminated by any Party, without affecting any other aspects of this Agreement, including but not limited to those relating to Events of Default.
- 33.3. Unless otherwise required by applicable laws, rules, and/or regulations, either Party may end this Agreement (and our business relationship) by sending the other party written notice of termination within seven (7) calendar days.
- 34.5. However, if you violate any of its terms or if an Event of Default occurs (other than in the case of Force Majeure), We may immediately terminate this Agreement
- 33.4. Once all accounts have been dormant for twelve (12) months, we will end this Agreement.

34. Miscellaneous Provisions

- 34.1. The legality, validity, and enforceability of the remaining provisions of these Terms under the law of any jurisdiction, as well as the legality, validity, and enforceability of such provision under the law of any other jurisdiction, shall not in any way be affected if at any time any provision of the Terms is or becomes illegal, invalid, or unenforceable in any respect.
- 34.2. No partial or improper exercise of any right, power, or remedy given by law or these Terms, or any delay or omission on the part of the Company, shall hinder or prevent the exercise of that right, power, or remedy in the future or in another way, or be construed as a waiver of that right, power, or remedy.
- 34.3. Except when expressly agreed upon in writing by the waiving party, no waiver of any violation of any provision of these Terms shall be deemed a waiver of any subsequent breach.
- 34.4. The Company may assign its rights or delegate its duties to any publicly regulated financial institution, whereas the Client is not permitted to assign, transfer, or delegate any of its rights or obligations under the Terms to anybody.
- 34.5. If the Company completes a transaction with or on behalf of the Client, it should not be interpreted as a recommendation or agreement with the transaction's merits or as a confirmation that the Client should engage in the transaction.

37. Governing Language

37.1. 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. Original English materials shall control in the event of any conflict or discrepancy between them and their translation into any other language, as applicable.

38. Governing Law and Jurisdiction

38.1. These Terms shall be governed by and construed in accordance with the regulations of commercial rules and register law, commercial enterprises law, civil code, and penal code of the Kingdom of Cambodia.

35. Miscellaneous Provisions

- 35.1. The legality, validity, and enforceability of the remaining provisions of these Terms under the law of any jurisdiction, as well as the legality, validity, and enforceability of such provision under the law of any other jurisdiction, shall not in any way be affected if at any time any provision of the Terms is or becomes illegal, invalid, or unenforceable in any respect.
- 35.2. No partial or improper exercise of any right, power, or remedy given by law or these Terms, or any delay or omission on the part of the Company, shall hinder or prevent the exercise of that right, power, or remedy in the future or in another way, or be construed as a waiver of that right, power, or remedy.
- 35.3. Except when expressly agreed upon in writing by the waiving party, no waiver of any violation of any provision of these Terms shall be deemed a waiver of any subsequent breach.
- 35.4. The Company may assign its rights or delegate its duties to any publicly regulated financial institution, whereas the Client is not permitted to assign, transfer, or delegate any of its rights or obligations under the Terms to anybody.
- 35.5. If the Company completes a transaction with or on behalf of the Client, it should not be interpreted as a recommendation or agreement with the transaction's merits or as a confirmation that the Client should engage in the transaction.

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