

Client Agreement on Derivatives Trading (Summary)

1. General Provision

1. The Client agrees that the Company acts as their agent and is entitled to carry out activities related to derivatives trading on behalf of the Client. The Client agrees to fulfil obligations which result from the mandate performed by the Company authorized by the Client under this Agreement and other relevant regulations.
2. The Client has read and clearly understood about the relevant law and regulations, as well as, general rules of derivatives trading of the Company and shall abide by these relevant law and regulations, as well as, these general rules.
3. Both parties agree that derivatives trading shall be in compliance with the relevant law and regulations.
4. This Agreement sets out the basis on which the Company will provide services to the client. This Agreement governs every Transaction entered into or outstanding between both parties on or after the execution of this Agreement.
5. Any information or general financial product advice that the Company gives the Client is generic in nature and does not consider the Client financial situation, needs or personal objectives. In particular, the Company does not give advice on the open, hold or Close Out a Contract. The Client must consider the appropriateness of entering into a Contract having regard to their own financial situation, needs or personal objectives and obtain their own independent financial advice.
6. This Agreement is supplied to the Client in two languages in Khmer and English and the Company will continue to communicate with the Client in either language for the duration of this Agreement.
7. The Client represents and warrants that if the Client is an individual, the Client is at least 18 years old and of legal age in their jurisdiction to form a binding contract, and that all registration information the Client submit is accurate and truthful.

2. Derivatives Trading

1. The Client agrees to deposit cash as collateral before trading derivatives.
2. Placing orders can be made by electronic means. Upon receiving the Client's order, the Company shall record the order in the form of electronic means to verify the Client's order.
3. Unless otherwise specified by the Company, all trades shall be made in United States Dollars (USD).
4. The Client acknowledges that they are aware and understand about the possible risks during placing orders which are informed by the Company.
5. The Client can place an Orders via the Company Trading Platform. Once the Client instructions or Orders are received by the Company, they cannot be revoked, except with the Company written consent which may be given at the Company sole and absolute discretion. The Company shall have no liability for failure to execute orders.
6. The Company shall have the right, but not the obligation, to reject any order in whole or in part prior to execution, or to cancel any order, where the Client Account contains funds that are insufficient to support the entire order or where such order is illegal or otherwise improper.

7. The Company reserves the right to cancel any and/or all trading positions and withhold and/or forfeit any profits incurred by the Customer on all the Customer's trades if the Company considers that the Customer has engaged in market Arbitrage.
8. During the term of the employee and/or former employee's service to the Company or any of its related entities and after termination of service become a client of any brand of the Company (either directly or indirectly) without the Company prior written approval.

2.1. Electronic Trading Terms

1. The Client will be able to trade on the Company Trading Platforms with and through the Company with the use of a personal computer, smartphone or any other similar device that is connected to the internet.
2. All references to the Company hours of trading are in Indochina Time ("ICT") using 24-hour format. The Company Electronic Services will normally be available continuously from Monday to Friday, every week, excluding national holidays and where the Forex market does not operate and cases where the market is closed due to illiquidity in the financial instruments.
3. When using an Electronic Service, the Client must:
 - a. Ensure that the System is maintained in good order and is suitable for use with such Electronic Service;
 - b. Carry out virus checks on a regular basis;
 - c. Inform the Company immediately of any unauthorized access to an Electronic Service or any unauthorized Transaction or instruction which the Client know of or suspect and, if within the Client control, cause such unauthorized use to cease; and
 - d. Not at any time leave the terminal from which the Client has accessed such Electronic Service or let anyone else use the terminal until the Client has logged off such Electronic Service.
4. The Client will not copy, interfere with, tamper with, alter, amend or modify the Electronic Services or any part or parts thereof unless expressly permitted by the Company in written, reverse compile or disassemble the Electronic Services, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law.

3. Margin

1. The Client agrees to deposit cash with the Company in order to trade derivative instruments at margin determined by the Company in compliance with the law, regulations and rules in force, with the maximum cash limit of 200,000,000 (two hundred million) Riels or 50,000 (fifty thousand) USD, except that client is qualified investor who completes the terms in accordance with applicable law and provisions.
2. The Company shall put the Client's cash deposit in an account separate from the Company's account with the Cash Settlement Agent accredited by Securities and Exchanges Commission of Cambodia.
3. The Client is able to withdraw cash from the deposit except during margin call or liquidation scenarios.
4. The Company is not able to deduct the Client's cash except for the following:
 - a. The Company makes settlement to the authorized person;
 - b. When the Client trades derivatives instrument, the Company has the obligation to make settlement on behalf of the Client who deposit cash in the account;
 - c. The Company settles brokerage fee, commissions, and other expenses incurred by the Client;
 - d. The Company makes settlement to another person or another account at the request of the Client;

- e. The Company settles or deducts cash in compliance with SECC or law.
5. If the Company encounters or discovers the Abnormal Transactions, the Company has the right in its sole and absolute discretion to immediately conduct investigation, cancel and modify the Abnormal Transactions without prior notice or compensation to the Client referring to the agreement. After the Company encounters or discovers the Abnormal Transactions, the Company has the right in its sole and absolute discretion to immediately suspend the Company services or take and execute any order of the Client under or perform any terms and conditions of this Agreement.

4. Interest and Relationship

The Company shall state all interests and relationships between the Company and other persons that may affect the Company or derivative representatives in Table [2] in accordance with this Agreement and other relevant regulations.

The Client acknowledges covenants, represents and warrants to the Company further that at all relevant times during the continuance of this Agreement:

1. The Client is under no obligation, contractual or otherwise, and is not aware of any litigation or pending litigation, which might interfere with its performance of any obligations or duties under this Agreement;
2. The Client shall comply with and perform all of its representations, warranties, obligations, covenants, undertakings and agreements set out herein;
3. All of the Client's representations and warranties set out in this Agreement shall survive the expiration of the duration or sooner termination of this Agreement for whatever reason;
4. The Client has been strongly suggested to carefully consider and determine whether trading in derivatives instrument is appropriate for the Client in light of the Client's experience, investment objectives, financial positions and resources, and other relevant circumstances including such extent of considerable and variable risks involved in and other significant aspects of trading in derivatives instrument under this Agreement;
5. The Client shall not instruct the Company to do anything which constitutes a breach of or would or is likely to involve a breach of any applicable law, rules and regulations currently in force or to be enacted in the future in any jurisdiction applicable to the conduct of business by the Company of dealing in this Agreement or any act which, would be averse to the Company lawful interest or its rights under this this agreement;
6. The Client acknowledges and admits that the returns on, or value of, investment pursuant to this Agreement is not guaranteed and takes the risk.

5. Other Obligations

1. The Client is obliged to pay and be fully responsible for any taxes related to the Client's transactions, including stamp duty, value added tax, withholding tax, capital gains tax and other related taxes.
2. The Client shall pay applicable commissions and charges when placing an order in respect of the Client's Trading Account, at a rate agreed upon by both Parties as published by the Company from time to time on the Company website at commot.asia. All commissions shall be paid by the Client immediately upon the Trading Order being executed by the Company and the Client hereby expressly agrees and authorizes the Company to settle those commissions. Interest chargeable or payable on the Client's open position shall be as prescribed by the Company and notified to the Client.

6. Claim

The Company is obliged to establish and maintain internal procedures for handling complaints fairly and promptly. The Client may submit a complaint to the Company by letter, telephone, email, or in person. The Company will send the Client a written acknowledgement of their complaint promptly following receipt, enclosing details of the Company complaints procedures, including when and how the Client may be able to refer their complaint to the Securities and Exchange Commission of Cambodia (SECC) which is the relevant regulatory body.

7. Privacy and Confidentiality

Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of the Agreements) except:

1. With the consent of the party who provided the information (such consent not to be unreasonably withheld);
2. If allowed or required by law including SECC or Court of the Kingdom of Cambodia, the Agreements, the Company Privacy Policy or required by a stock exchange;
3. In connection with any legal proceedings relating to the Agreements; or
4. To any person in connection with an exercise of rights or a dealing with rights or obligations under the Agreements (including in connection with preparatory steps such as negotiating with any potential assignee or potential sub participant or other person who is considering contracting with the Company in connection with the Agreements).

8. Notice

Unless otherwise agreed, all reports, notices, instructions, certificates, consents, approvals, waivers and other communications to be given by the Company under this Agreement shall comply with the Agreement or law or regulations except for any written request from the Client to be given to the address or fax number provided by the Client to the Company. The Client agrees to promptly notify the Company in case of change in his or her address or contact information. In case that the Client fails to notify the Company of such changes, all reports or notices shall be forwarded to the latest address which the Company is aware of.

9. Joint Agreement

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

10. Duplicate Copy of the Agreement

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

11. Amendment

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

The Company has the right to amend the terms of this Agreement. If the Company makes any material change to this Agreement, the Company will give at least ten business days' written notice to the Client. Such amendments will become effective on the date specified in the notice. Unless otherwise agreed, an

amendment will not affect any outstanding order or Transaction or any legal rights or obligations which may already have arisen.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws and regulations of the Kingdom of Cambodia. All disputes arising from this Agreement shall be settled in accordance with dispute resolution procedures determined by Securities and Exchanges Commission of Cambodia.

13. Termination

Each party has the rights to terminate this Agreement at any time with the prior written notice in 7 (seven) days to another party such as otherwise stated in this Agreement. Both parties agree that terminating this Agreement shall not affect the rights and obligations, as well as benefits unfurnished by each party before the end of this Agreement.

The Company may terminate this Agreement immediately including these Terms and the Client's rights associated with the use of the Company Platform if the Client fails to observe or perform any provision of this Agreement or in the event of the Client insolvency. In the event of termination, all Customers' open positions shall be closed by the date of termination without derogating all the provisions aforementioned therein, including charges, fees and penalties.

14. Risk Factors

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

For further information, please refer to the full **Client Agreement on Derivative Trading** and other policies and regulations or reach out to us by info@commot.asia.

