**THE FINANCIER SERVICE AGREEMENT**

This Financier Service Agreement (Herein referred to as “ **the Agreement**”) is made and executed on--------day of-----------------------------, 2016.

**Between:**

1. Lead Generation Company ( MICROMONEY) ,a limited liability company incorporated under the law of Myanmar , company registration number ---------------------------------,having its principal place of business at Floor 3 , Right Side , Merchant Street , Pabedan Township, Yangon ( Hereinafter called as the **“the Company”** )

**And**

1. ------------------------------------------------------------- ( Hereinafter called as the **“**“THE FINANCIER**”** ), a Myanmar citizen , NRC no.----------------------------------------------------, Whose address at Build No.-----------------, Room No.-----------------,Floor -----------------, Street/Road ---------------------------------------------, Township---------------------------------------------------,City-------------------------

( hereinafter referred to as the Lender which expression unless repugnant to the context shall mean and includes its legal representatives , assignee ,nominee(s) and administrator)

The Company and the Financier shall be collectively referred to as the **“Parties”** and individually as a **“Party”.**

**Recitals:**

1. **General agreement information**
   1. The Financier invests--------------------------MMK to P2P business of Company.
   2. The term of investment is for -------------days/months/years. After the end of the term, the Financier should withdraw money or prolonged this agreement.
   3. The Company will pay -------% per month on amount assigned by the FINANCIER to his/her bank account.(Changes of percentage may occur subject to the nature of business , profit and capital)
   4. The company guarantees the fulfillment of its obligations by security trust fund and Company’s paid up capital.
   5. Security trust fund – the fund of money to cover 100% amount of loans, overdue more than 30days. Security trust fund is replenished from the monthly profits of the company. Fund replenishment has the highest priority than other expenses.

**Section 1. Definitions and Interpretations**

* 1. **Definitions**:

In this Agreement, unless the context requires another meaning:

**1.1 Definition** For the purpose of this Agreement and in addition to any other definitions set forth in this Agreement, the following terms shall have the meanings assigned to them, unless the context plainly requires a different meaning:

**“Approved Entrepreneur Criteria”** means the criteria established by the Financier that a Capital Applicant must satisfy in order to be considered as a prospective Entrepreneur. The current Approval Entrepreneur’s Criteria is contained in Section 6.1.

**“Approved Capital Terms”** means the material terms of a Capital that have been approved by the Financier.

**“Bank Account”** means a bank account to be opened by the Company to hold the funds of the Financier and other Financiers using the Platform and the services of the Company for the purpose of the disbursement of Capital to Entrepreneurs and collection of amounts due from Entrepreneurs

**“Security trust fund”** the fund of money to cover 100% amount of loans, overdue more than 30days. Security trust fund is replenished from the monthly profits of the company. Fund replenishment has the highest priority than other expenses.

**“Entrepreneurs”** means individual Myanmar citizens who have been approved by the Financier to receive Capital from the Financier under a Capital Agreement that will be signed by the Entrepreneur and the Financier through the service of the Platform.

**“Entrepreneur Data”** means the personal identification information and other data of an Entrepreneur to be collected and verified by the Company on behalf of the Financier.

**“Financier Data”** means the personal identification information of the Financier as provided by the Financier to the Company and/or the Platform as specified in the Financier Data and Financing Details.

**“Financier’s Platform ID”** means the Financier’s username and/or registration number on the Platform that are attached to, representing and intertwined with the Financier’s Data that was submitted to and registered at the Platform.

**“Capital”** means the capital provided by the Financier to an Entrepreneur pursuant to the terms of a Capital Agreement.

**“Capital Agreement”** means a Capital Agreement signed between the Financier and an Entrepreneur physically, describing the conditions of a Capital Financier including all of its annexes, addendums and any changes thereto.

**“Capital Applicant”** means an individual Myanmar citizen who has applied for a Capital through the Platform.

**“Capital Application”** means an application submitted electronically by a Capital Applicant through the Platform to obtain the Capital, including supporting documents and information as a required by the Platform.

**“Platform”** means an internet based peer-to-peer financing platform owned and operated by the Company including the domain <http://www.micromoney.mm.com>

**“Services”** means the services provided by the Company to the Lender through the Platform, which are further specified in Sections3.4,4 and 5.

**“Terms of Service”** means the terms and conditions as a specified in Section 3.

**1.2 Interpretation:**

In this Agreement unless the context otherwise requires:

(a) references to this Agreement or any other document are to this Agreement or that document as in force for the time being and as amended from time to time in accordance with this Agreement or that document(as the case may be);

(b) the headings and contents table in this Agreement are for convenience only and do not affect its interpretation;

(c) if there is a conflict or inconsistency between any clause of , and any Annex or attachment to this Agreement the clause prevails. For this purpose an omission (whether deliberate or inadvertent) is not, by itself, to be construed as giving rise to a conflict or inconsistency; and

(d) In this Agreement the words “other” , “includes”, “including” and “ in particular” do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

**Section 2. Use of Services**

2.1 The Financier shall use the Services to provide Capitals to the Entrepreneur through the Platform and shall not provide Capital to Entrepreneur except through utilization of the Services provided by the Company hereunder.

2.2 The Financier hereby appoints the Company and the Company hereby accepts such appointment by the Financier to provide the Services to the Financier pursuant to the terms and conditions under this Agreement.

2.3 The Financier agrees that the Services being provided by the Company are in consideration of the agreement by the Financier that the Company can charge Entrepreneurs for services (“Entrepreneur Services”) rendered by the Company to Entrepreneurs.

2.4 The Company shall not be a party to any Capital Agreement nor responsible or liable for the performance of Entrepreneurs there under. The provisions and obligations contained therein and/or arising there from shall not bind the Company or the Platform.

2.5 The Financier expressly acknowledges that:

2.5.1 The Company has no obligation to accept a Capital Application submitted by an Entrepreneur or forward any Capital Application to the Financier, and has no responsibility whatsoever to accept or procure the acceptance of any Capital offered by the Financier to any Entrepreneur;

2.5.2 the Company has made no representation, warranty or other commitment, whether verbal or written, (i) as to the likelihood that any Capital Application will be delivered to Financier for acceptance, (ii) that a Financier will be able to make a Capital on the Approved Capital Terms or that there will be Entrepreneur who satisfies the Approved Entrepreneur Criteria, or (iii) as to the terms and conditions of any Capital; and

2.5.3 The Company is not responsible for any decision made by Financier or any Entrepreneur (i) in respect of any of the Capital Applications or the Capital or (ii) under the Capital Agreement or otherwise.

2.6 The Financier hereby confirms that the Company has not given the Financier any advice as to the advisability of giving funds to any Entrepreneur or an Entrepreneur’s ability to repay a Capital and that the Financier has made its own decision as to whether to make a Capital to any Entrepreneur. The Financier hereby now and forever releases the Company from any liability in the event the Financier suffers any adverse consequences arising from any Capital made by the Financier to any Entrepreneur. In this regard, the Financier hereby confirms the provision of Section 2.4 of the Capital Agreement, which provisions as to the Financier are incorporated by reference herein.

2.7 Even though the Capital Agreement will provide that the Financier has authorized the Company to take certain actions on behalf of the Financier pursuant to the terms thereof, the Parties agree that the Company shall act independently in providing the Services and the Entrepreneur Services. Nothing in this Agreement is intended to create any principal-agent relationship between the Financier and the Company or otherwise impose any fiduciary or other obligations on the Company not expressly provided for herein. There is no legal binding force, responsibility or liability on the Company.

2.8 The Financier represents and warrants to the Company that:

2.8.1 All information provided to the Company and/or Platform by the Financier is complete and true data and information of the Financier and is not misleading in any respect;

2.8.2 The Financier shall be legally liable for every forgery of, and the unauthorized use of, data provided to the Company or the Platform;

2.8.3 The Financier enters into this Agreement in good faith and without any intention of violating the applicable rules and regulations including but not limited to money laundering regulations, tax avoidance regulations and anti-terrorism regulation in accordance with the prevailing laws in Myanmar;

2.8.4 The Financier is entering into this Agreement for and on his or her own behalf, freely and of his or her own accord without any duress or intimidation from any party and with full knowledge and understanding of its contents and consequences;

2.8.5 Financier is fully aware of the contents of this Agreement and Annexes including addendums and recitals hereto and has asked for and received professional legal advice, to the extent deemed necessary by Financier and with respect to all possible legal implications of the conclusion of this Agreement and the Annexes hereto; and

2.8.6 The Financier has selected the Approved Entrepreneur Criteria and Approved Capital Terms and that it has not received any advice from the Company, nor is the Company obligated to provide any advice to the Financier, as to such Criteria or Terms or as to which Entrepreneurs should be granted Capitals, the number of Capitals to be made by the Financier, the risks to be assumed by the Financier nor any assurance, promise, guarantee or warranty from the Company as to the accuracy of the Approved Entrepreneur Criteria or whether such criteria is sufficient to be used to make a decision as to whether or not to make a Capital or the fact that the Entrepreneur will pay or will be able to pay any Capital granted to it.

2.9 The Financier hereby grants the full power and authorization to the Company, its relevant employees, agents and companies, that they may copy, share and use the Financier Data and the Entrepreneur Data collected by the Company on behalf of the Financier for every action taken to provide the Services.

2.10 The Financier hereby expressly acknowledges and agrees that the Company shall have no responsibility and is not legally liable for whatsoever concerning its rendering of the Entrepreneur Services or the accuracy and validity of any information or data supplied to it by any Entrepreneur nor any responsibility for the performance by any Entrepreneur of its obligations under a Capital Agreement.

2.11 The Financier hereby expressly acknowledges that the Company reserves the rights to use the Trade Marks of the Company in any color or combination of colors and/or designs in respect of other services in the Union of Myanmar.

2.12 The Financier has no rights to use the Trade Marks and Designs of the Company, making actual or colorable imitation or fraudulently use of the said Trade Marks and Designs.

**Section 3. Terms of Service**

3.1. The Financier shall register himself or herself on the Platform by fulfilling the following requirements and procedures:

3.1.1 Provision of Financier Data by completing the electronic form provided in the Platform; and

3.1.2 Provision of such data or information required by any Governmental Authority.

3.2. Upon completion of the registration process as referred to in Section 3.1 above, the Financier shall be deemed to have agreed to (i) the terms and conditions of this Agreement, and (ii) terms of use of the Platform, subsequent to which the Platform shall issue the Financier’s Platform ID. The Financier undertakes that he or she shall provide a physical signature to this Agreement if requested by the Company. This Agreement shall become effective and binding on the Parties when it is signed physically, by both Parties;

3.3. The Financier shall be entitled to use the Services to be provided by the Company to allow the Financier to perform the following activities:

3.3.1 Review information on Capital Applicants and Capital Applications collected by the Company on Financier’s request.

3.3.2 Select Capital Applicants for financing purposes.

3.3.3 Provide Capitals to eligible Capital Applicants who satisfy the Approved Entrepreneur Criteria or other criteria determined by the Financier, based on Capital Agreements to be executed by and between the Financier and the Entrepreneur, either by way of physical signature. The Financier undertakes that he or she will provide a physical signature or other verification required by the Company in order to confirm the Capitals the Financier has agreed to make and the terms thereof.

3.3.4 Request information through the Platform on the amount of funds disbursed to each Entrepreneur and amount of funds repaid by each Entrepreneur, which request shall adhere to procedures to be determined from time to time by the Company.

3.3.5 Request information about the amount of his or her funds in the Bank Account.

3.3.6 Request withdrawal of the Financier’s funds deposited at the Bank Account that have not been allocated to a Capital approved by the Financier which has yet to be distursed. Subject to the foregoing, the funds the Financier requests be withdrawn shall be returned to the Financier within 30 (thirty) days of the Company’s receipt of a withdrawal request after payment of any fees due to the Company under this Agreement. Each month thereafter, the Company shall return to the Financier any funds received in the Bank Account in respect of Capitals outstanding after the withdrawal request less the Company’s fees payable in respect of such Capitals. The Financier hereby acknowledges and agrees that all of the Financier’s funds in the Bank Account prior to the issuance of a withdrawal request may be used for the purpose of providing Capitals to Entrepreneur. The Financier further acknowledges and agrees that except for payments made to the Financier pursuant to a withdrawal request, the Company will not be remitting to the Financier any amounts paid by an Entrepreneur under its Capital during the term of this Agreement.

3.3.7 Receive services from the Company as specified in Sections3.4, 4 and 5.

3.3.8 Receive other informational services, as may be provided by the Company from time to time at its discretion.

3.4. The Company shall provide the Services to the Financier, which include the following:

3.4.1 Collection of information to be provided by Capital Applicants and review of Capital Applications.

3.4.2 Establishment of the Platform and templates of Capital Applications and Capital Agreements.

3.4.3 Operation of the Platform.

3.4.4 Establishment and maintenance of the Bank Account into which the Financier shall deposit funds to be disbursed by the Company to Entrepreneurs in accordance with the Capital Agreements and into which Entrepreneur shall make all payments made under Capital Agreements and all payments in consideration of the Company’s provision of the Entrepreneur Services. The Financier expressly acknowledges and agrees that the Bank Account is the account into which all Financiers and Entrepreneurs using the Platform and the Company’s services will pay monies and from which all Capitals to Entrepreneurs will be transferred and, as a result, the Financier’s funds in the Bank Account will be commingled with the funds of the Company and other Financiers using the Platform.

3.4.5 Check and verify all information provided by Capital Applicants and confirm the terms and conditions of Capital Applications as specified in Section 6.

3.4.6 Input Financier’s digital code to evidence the Financier’s signing of Capital Agreements with Entrepreneurs that satisfy the Approved Entrepreneur Criteria and conform to the Approved Capital Terms. The Company has assigned to the Financier the digital code number ------.

3.4.7 Render other support services to be further described and detailed on the Platform from time to time at the Company’s discretion.

3.5 The Financier shall not communicate, interact or otherwise connect, either directly or indirectly, with the Entrepreneur, except by means provided on the Platform pursuant to this Agreement.

3.6 The Platform provides Financier with the mechanism to sign the Capital Agreement with each Entrepreneur, which the Financier shall fully adhere to. If the Company chooses to do so, the Company serves as an arbiter in the event where issues arise regarding the contract signature by the Entrepreneur and/or Financier.

**Section 4. Capital Disbursement Facilitation**

4.1 The Company has opened the Bank Account for the management and administration of Capitals to be made by the Financier (together with other Financiers using the Platform) in accordance with this Agreement.

4.2 For the purpose of seamless disbursement of Capitals to the Entrepreneurs, the Company shall require the Financier to transfer the funds to be used to fund the Capitals to the Bank Account and the Financier shall fulfill such requirement, in advance of any Capital to be provided to any Entrepreneur. The amount of funds to be transferred is at the discretion of the Financier. The Financier acknowledges and agrees that any profits earned on the Financier’s funds while deposited in the Bank Account shall accrue to and be for the benefit of the Company.

4.3 The Parties agree that the funds deposited by the Financier in the Bank Account shall remain the property of and be owned by the Financier and the Company has no ownership interest thereon. The Parties further agree that the monies paid into the Bank Account by Entrepreneurs shall remain the property of the Company or the Financier or other Financiers, as applicable. The Financier confirms the Financier has no ownership interest in the funds of the Company or any other financier in the Bank Account. Neither the Financier nor the Company shall pledge or otherwise encumber the Bank Account or the funds contained therein.

4.4. The Company shall wire transfer the principal amount of a Capital to an Entrepreneur upon fulfillment of the following conditions:

4.4.1 The Financier has supplied its Approved Entrepreneur Criteria and Approved Capital Terms.

4.4.2 The Financier shall have supplied the funds required by the Company and there shall be funds sufficient in the Bank Account for the Capital to be made.

4.4.3 An Entrepreneur satisfying the Approved Entrepreneur Criteria has signed a Capital Agreement on the Approved Capital Terms;

4.4.4. The Company has inserted the Financier’s digital code into the Capital Agreement;

4.4.5 The Company has verified the information provided by the Capital Applicant as contained in the Capital Application; and

4.4.6. The Capital Applicant has fulfilled the minimum criteria determined by the Financier based on which the Platform shall be authorized to disburse the Capital.

**Section 5. Capital Information Services**

5.1 The Company shall procure that the Platform contains the following information that can be accessed by the Financier:

5.1.1 Capital parameter calculation;

5.1.2 Information on Capital Applicants and the corresponding Capital Applications;

5.1.3 Information on the outstanding Capitals made by the Financier, the terms thereof and all repayments thereof;

5.1.4 Information on the amount of the Financier’s funds in the Bank Account;

5.1.5 Information about new services and products provided by the Platform.

5.2. The Company shall send a reminder to the Entrepreneur reminding the Entrepreneur of the payment date of the Capital and the consequences of a failure to pay.

5.3 The Company shall also:

5.3.1 Require the Entrepreneur to make payments of the principal amount of the Capital and the profits thereon to the Bank Account. The Company on behalf of the Financier shall receive such payments in the Bank Account.

5.3.2 Funds received by the Company from Entrepreneur shall be kept in the Bank Account either for (i) subsequent Capital disbursement; or (ii) remittance by the Company to the Financier upon the Company’s receipt of a withdrawal request from the Financier after all service fees (and taxes thereon) have been paid by the Company from payments made to the Company out of the Bank Account.

5.4 The Company shall remind delinquent Entrepreneur of their delinquency and shall send reminders at intervals determined by the Company. The Company reserves the right to engage third party debt collection service providers for collection purposes, the cost of which will be borne by the Financier.

**Section 6. Verification of Entrepreneurs**

6.1 The Financier requires and the Company agrees that the Platform will accept Capital Applicants matching the following criteria:

6.1.1 Capital Applicant’s age is above 22 years when applying for the Capital;

6.1.2 Capital Applicant’s monthly income shall be equal to or more than MMK.150, 000 (one hundred fifty thousands);

6.1.3 Capital Applicant’s residential address must be located within Yangon, Mandalay and Naypyitaw;

6.1.4 The Capital Applicant accepts his/her one-time password within -------- minutes of being sent one by the Platform;

6.1.5. The principal amount of the Capital requested by the Capital Applicant constitutes less than 50% (fifty percent) of its claimed monthly income. If the requested amount is higher than 50% (fifty percent) of its monthly income, the principal amount requested shall be reduced automatically and without any further processing so that it meets the 50% (fifty percent) requirement as stated in this sub clause;

6.1.6 The Capital Applicant answers a phone call placed to the Capital Applicant by the Company and verifies his/her identity to the satisfaction of the Company;

6.1.7 The Capital Applicant’s references verify the information supplied by the Capital Applicant.

6.2 The Company reserves the right to take any action as deemed appropriate by the Company to validate the data submitted by the Entrepreneur in its Capital Application. Any and all actions to confirm and validate the data in the Entrepreneur Capital Application shall be done on behalf of the Financier.

6.3 Financier shall not take any action, directly or indirectly, to validate and/or verify the data in the Entrepreneur’s Capital Application.

6.4 The Company does not perform credit risk assessment of any Borrower and will only conduct data verification on behalf of the Financier, which will be including but not limited to:

6.4.1 Verification by way of phone calls;

6.4.2 Mobile phone verification utilizing one time password; and

6.4.3 Processing data from social network profiles provided by the Entrepreneur during the capital application process.

6.5 The Company may, at its cost but without any obligations to do so, retain a third party to conduct a credit risk assessment of an Entrepreneur.

6.6 The Company shall not be responsible for the truthfulness, accuracy or correctness of the data in the Entrepreneur’s Capital Application prior to and after the verification conducted by the Company.

6.7 The Company reserves the right to contact the relevant Entrepreneur on behalf of the Financier through various means, including but not limited to:

6.7.1 Phone text messages;

6.7.2 Emails;

6.7.3 Voice calls; and

6.7.4 Automated voice calls.

**Section 7. Capital Parameters**

7.1 Upon successful verification of a Capital Applicant, the Company undertakes that the Platform shall provide the Capital Applicant with sufficient information on the parameters of the Capital, either on the Platform or in another manner determined by the Company to be confirmed by the Capital Applicant before a Capital Agreement is agreed by the Capital Applicant, as follows:

7.1.1 Capital Amount, which shall be between MMK.50, 000 and MMK.500, 000;

7.1.2 Capital Tenor, which shall be between ------ and ------days;

7.1.3 Capital Disbursement Date, to which the following shall apply:

7.1.3.1 Disbursement of the Capital shall be made by way of bank wire transfer to an account determined by the Entrepreneur; and

7.1.3.2 If the Capital is not disbursed on behalf of the Financier for any reason, the Capital Application shall be rejected and the Capital Agreement cancelled.

7.1.4 Repayment Amount, assuming that the Capital is paid on the Repayment Date. Total and partial pre-payments shall be allowed, provided that any amount not repaid on the Capital Repayment Date shall be subject to the late payment fee pursuant to Section 7.1.5. below ;

7.1.5 Capital Repayment Date and the right of the Entrepreneur to extend such date for one time only:

7.1.6 Type of Capital, which shall be an unsecured personal Capital;

7.1.7 Service Fees shall be charged by the Company from the Entrepreneurs for getting/using the capital, providing the services, operating the process of getting the Capital, lead generating and connecting with the lender.

7.1.7.1 A certain amount of as a fine determined by the Company shall be calculated for the whole period of the Capital; and

7.1.7.2 A certain amount of as a fine determined by the Company due date is the Capital Repayment Date.

7.2 All payments made to or collected by the Company in respect of a Capital shall be applied by the Company in the following order of priority, (1) to any amount then due and payable to the Company under this Agreement or in respect of the Entrepreneur’s Services rendered to the Entrepreneur by the Company; (2) to any amount then due and payable to the Financier under the Capital Agreement not otherwise listed in this Section, (3) to any fee then due and payable to the Financier under the Capital Agreement, (4) to any accrued default or overdue amount mentioned in Para 7.19.1 then due and payable under the Capital Agreement, (5) to accrued. A certain amount of as a fine determined by the Company then due and payable under the Capital Agreement, and (6) to principal then due and payable under the Capital Agreement.

7.3 The Company shall open and maintain books and records showing the Capitals, repayments, prepayments, the computation and payment of interest and other amounts due and sums paid under the Capital Agreements as well as fees paid to the Company. Such books and records shall be conclusive and binding on the Financier in the absence of manifest error in computation.

**Section 8. Fees**

8.1 The Parties agree that the Financier shall not be responsible for payment of any fees to the Company in respect of the Services.

8.2 The Financier acknowledges that in lieu of its payment of any fee for the Services, the Company shall be entitled to collect fees from Entrepreneur for performing the Entrepreneur Services or other services, in such amounts and on such terms and conditions as shall be agreed in writing by the Company and each Entrepreneur:

8.3 The Financier confirms that the fees the Company is entitled to receive for the provision of the Entrepreneur Services may be paid into the Bank Account and that the Company is entitled to withdraw funds from the Bank Account to pay the fees and other amounts due to the Company from any Entrepreneur in respect of the Entrepreneur Services that were paid into the Bank Account.

8.4 The Financier further confirms that the fees paid by Entrepreneur to the Company are the sole property of the Company and that the Company has no obligation to use or apply any fees collected by it to cure any default of any Entrepreneur under any Capital Agreement.

**Section 9. Financier Data Protection**

9.1 The Company undertakes that collection and processing of the Financier Data shall be in accordance with the applicable laws and regulations in Myanmar. The personal data shall include but shall not be limited to, full name, e-mail, date of birth, telephone number, home address, bank account number.

9.2 The Company shall have the right and the Financier hereby grants the rights to the Company to disclose any Financier Data in part or in whole to any third party that the Company under its sole discretion deems necessary in order to organize, process and manage the entire Capital process on behalf of the Financier, including but not limited to disclosing information to any third party assigned to assist with the collection of the payment of the Capital.

9.3 The Company shall not be allowed to further use and process the Financier Data it has collected other than for providing the Services, including for organizing and processing the Capital.

**Section 10. Force Majeure**

10.1 Neither the Financier nor the Company shall be liable for any loss or damage suffered by the other Party arising out of a delay in performance or non-performance of the Party's obligations due to an event of force majeure; provided, however, the occurrence of an event of force majeure shall not excuse or suspend any payment obligation of the Financier under this Agreement.

10.2 The conditions qualifying as force majeure include but are not limited to, war, warlike operations, the outbreak of hostilities, civil war and commotion, insurgencies, riots, legislative or other legally binding measures imposed by domestic or foreign authorities, strikes (excluding the ones limited to the Party’s employees or associates or controlled companies), lock-outs, difficulties in the supply of raw material, prolonged lack or material curtailment of utilities, ice obstructions, fire, computer system virus attacks or any other reasonably unforeseeable event that prevents a Party from performing its obligations under this Agreement.

**Section 11. Default**

11.1 A Party shall be in default upon the occurrence of any of the following events:

11.1.1 It fails to fulfil one or more of its obligations as set forth in this Agreement; or

11.1.2 It has been declared bankrupt based on the authorized court’s decision; or

11.1.3 It is proven guilty of by a final and binding court decision of any jurisdiction or related to any criminal activity including but not limited to money laundry terrorism activity and/or any illegal activities ; or

11.1.4 In the case of the Financier, it has submitted an incorrect, falsified, and or misrepresented data as the Financier Data. The Company reserves the sole discretion to determine whether such submission has happened.

**Section 12. Termination**

12.1 The Company may terminate this Agreement for any reason with immediate effect at any time by giving written notice.

12.2 If the Financier is in breach of the Agreement, the Company may give the breaching Party written notice specifying the nature of the breach and requiring the breach to be remedied within thirty (30) days. If the breach is not remedied within such thirty (30) days period, the Company may terminate this Agreement, with immediate effect and without the need for court intervention, by giving the second notice. If the breach is remedied, but is thereafter repeated again, the Company may terminate this Agreement with immediate effect, without the need for court intervention, by giving only a written notice to the Party.

12.3 The Financier may terminate this Agreement for any reason by giving the Company thirty (30) days prior notice provided however termination shall not be effective until the Company has reconciled all of the Financier’s accounts with Entrepreneurs.

12.4 From and after termination under Section 12.1 and receipt of a notice of termination under Section 12.3, no capitals shall be entered into by the Financier and no capital Applications shall be reviewed for possible Capitals to be made by the Financier. Once all Capitals outstanding as at the effective date of termination have been paid or deemed by the Company to be uncollectable, the Company shall determine the amount of the Financier s funds held in the Bank Account. Upon completion of such determination, the Company shall pay to the Financier all funds of the Financier in the Bank Account after all amounts due to the Company under this Agreement or in respect of the Entrepreneur Services have been paid to the Company. Thereafter, any amounts received in the Bank Account in respect of a Capital shall be paid to the Financier as if the Financier had requested to withdraw its funds under Section 3.3.6.

12.5 Termination of the Agreement shall not affect the rights of either Party arising prior to and including the date of termination under this Agreement. In the event either Party is in default under this Agreement, which default is not cured within ten (10) days of receipt of notice of the default from the other Party, the non-defaulting Party shall be entitled to terminate this Agreement upon the expiry of said 10 (ten) day period and, in addition, shall be entitled to exercise any and all lawful rights and remedies available to the non-defaulting party under Myanmar existing laws; provided, however, the maximum liability of the Company to the Financier hereunder is the funds the Financier has deposited into the Bank Account that have not been previously withdrawn by or otherwise returned to the Financier.

12.6 Each Party hereby waives any right it may have to compensation, reimbursement or damages arising from the termination or expiration of this Agreement.

**Section 13. Governing Law**

This provision of this agreement shall be interpreted and complied under the existing laws of the Union of Myanmar.

**Section 14. Settlement of Disputes**

14.1 Any dispute arising out of this agreement regarding its terms and conditions shall be settled amicably and in good faith between the parties. If the dispute cannot be settled , the parties agree to arbitration conducted by two arbitrators; each arbitrator shall be appointed by one of the parties. Should the arbitration fail to reach an agreement, then the dispute shall be referred to an umpire nominated by the arbitrators.

14.2 Arbitration proceeding shall, in all respects, conform to the provisions of the Arbitration Rules adopted by the United Nation Commission on International Trade Law or any then subsisting statutory modifications thereof. The venue of Arbitration shall be in Yangon , Myanmar.

**Section 15. Governing Language**

This Agreement is originally written in the English language. In case there is a dispute which relates to differences between the original English version and a translated version, then the English version shall prevail.

**Section 16. Notices**

16.1 All notices or other communications required or permitted to be given hereunder shall be in English and in writing and shall be deemed given to a Party when (a) delivered by hand or by a nationally recognized overnight courier service (costs prepaid), or (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment, in each case to the following:

16.2 Either Party may change its contact information for notices and other communications hereunder by notice given to the other Party in accordance with the terms hereof.

16.3 A notice by one Party to the other shall be written in English or Myanmar and deemed to be effective when delivered to the other Party at the following address:

(i) If to the Company:

Lead Generation Company (MICROMONEY)

No.608, Floor3 (Right Side)

Merchant Street, Pabedan Township,

Yangon.

Attention: Mr. Anton

President

Fax…………….…PHONE………………….

**(ii) To the FINANCIER**

Name: ----------------------------------------------

Citizenship Card No. ----------------------------

Address--------------------------------------------

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16.4 A notice shall be deemed to have been delivered (i) when delivered by hand at the time of service (ii) when forwarded by registered mail or courier service, provided that a confirmation of receipt is received by the sender.

16.5 Either Party may change the address to which notices should be sent hereunder by giving the Party a notice containing its new address and fax number, if any.

**Section 17. Effectiveness of the Agreement**

This agreement shall come into effect as of the signing date.

**Section 17. Amendments**

17.1 Except for those permitted to be made unilaterally by the Company hereunder amendment, change, or variance from this Agreement shall be binding on either Party unless mutually agreed to by the Parties.

17.2 This Agreement shall be amended only by the Financier and the Company signing a written agreement, physically.

**Section 18. Assignment**

Neither Party may assign this Agreement, in which or in part, without the written consent of the other Party.

**Section 19. Miscellaneous**

19.1 This Agreement, including all of the Annexes referred to herein, constitutes the entire agreement between the Parties relating to the subject matter hereof.

19.2 During the term of this Agreement, Financier shall not communicate, divulge, or use for the benefit of any other person, partnership, association, company, or corporation any Confidential Information.

19.3 A person who is not a Party to this Agreement has no rights to enforce any terms of this Agreement unless it is in legal manner.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement by electronic signature on the date below written.

This Agreement may be executed in separate electronic or physically signed counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument.

**Lead Generation Company (MICROMONEY) Financier**

By ------------------------------ By-------------------------------------------

Name: Mr. Anton, President Name: -------------------------------------

Title: Director Citizenship Card No. -------------------

No.608,, Floor3,RightSide -----------------------------------------------

Merchant Street, Pabedan Township Address------------------------------------

Yangon. -----------------------------------------------

Date: ------------------------------- Date: --------------------------------------

**WITHNESSES**

1. ------------------------------------------------------ 2 ------------------------------------------------------

Name: ------------------------------------------------ Name: ------------------------------------------------

Citizenship Card No. ------------------------------- Citizenship Card No. -------------------------------

**LAWYER**

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Name: ------------------------------------------------

Citizenship Card No. -------------------------------