



AGARWOOD TREES SALE AND PURCHASE AGREEMENT

Agreement No. : ARGROW SERIES 0809-4307471

JH Partners Account No. : JHP00484MY

THIS AGARWOOD TREES SALE AND PURCHASE AGREEMENT (the "Agreement") is made on this 2012/10/13 15:39:35, (Effective Date) by and between the following parties:

MR/MS LIM SOON CHIAN, a Malaysia citizen, Identity Card / Passport no. 771213-01-6571, who is residing at C25-03A, PERSIARAN KEWAJIPAN

(Hereinafter referred to as the "Buyer");

And

Uni Argrow (Cambodia) Co., Ltd. a company registered under the laws of the Kingdom of Cambodia. (Hereinafter referred to as the Seller)

No. of Units purchased 2 Units <USD 2,000.00>

Introduction

1.By signing and submitting this Agreement, you acknowledge that you have read, understood and agree to accept and be bound by its terms.

2.The terms of this Agreement are effective as of the date of receipt of the full payment and all such documents as required for open ing of the Holdings Account by the Seller and/or Custodian ("the Effective Date").

Recitals

WHEREAS the Seller is the sole owner of agarwood trees currently planted and located in Phum Kranh, Sangkat Samky, Khan Preynub, Sihanouk Ville, Kingdom of Cambodia.

WHEREAS the Seller desires to sell the agarwood trees identified in Annex I (Inventory List)

located on the Properties and further described in Article 1 of this agreement ("Agarwood Trees") to the Buyer and the Buyer desires to purchase the Agarwood Trees from the Seller;

Hereby the parties agree as follows:

1. The Agarwood Trees. The Buyer agrees to purchase from the Seller and the Seller agrees to sell and transfer the Agarwood Trees to the Buyer or the Buyer's designated nominee. The Agarwood Trees shall be classified AND priced in accordance to the age of the trees, type of trees, and identified by the bar-coding of the trees. In the event of death and/or diseases of the selected Agarwood Trees, it shall be replaced with a tree of equal and/or greater value.

2 The Seller guarantees and warrants that at the time of entering into this Agreement:

a)The Seller has good and marketable title to the Agarwood Trees and the Seller is, at the time of execution of this Agreement, the sole registered and beneficial owner of the Agarwood Trees as detailed in Annex I and entitled to sell and transfer the full legal and beneficial ownership of the Agarwood Trees to the Buyer or its designated individual nominee/company.

b)The Seller has not contracted to sell or grant any option over or otherwise dispose of its interest in or part with the possession of the Agarwood Trees.

c)Upon the execution of this Agreement, the Seller shall not transfer, sell, assign, sub-divide, charge, mortgage or otherwise dispose of, lease, grant license for use or occupation or in any other way deal with or part with the possession of or make any arrangement for the sharing of the Agarwood Trees or any part thereof or any interest therein or enter into any agreement to do any of the aforesaid with any other party apart from the Buyer.

The Agarwood Trees have been duly and legally issued in accordance with the Land Law and regulations and no formal challenge or complaint has been and/or will be made before Completion by any person to any relevant authority with respect to the legality of the sale of the Agarwood Trees to the Buyer.

d)There are no outstanding actions, disputes, claims or demands between the Seller and any third party affecting the Agarwood Trees.

e)The Seller has not received and is not aware of any notice of any proposals made or intended to be made by any governmental body, authority or department or any other party concerning the compulsory acquisition or resumption of the Agarwood Trees or any part thereof or which would adversely affect the Agarwood Trees or any part thereof.

f)The Seller is not aware of any third party claim adversely affecting the ownership of

Agarwood Trees.

g)The Seller has not received and is not aware of there being any notice from the Government or any other competent authority relating to or affecting the Agarwood Trees that has an adverse effect on the value of the Agarwood Trees or the enjoyment of access to the properties.

h)No consent of any third party is required for the sale of the Agarwood Trees.

3. Sellers Obligations. The Seller Shall:

a)Seller shall ensure that the access road to and from the Properties shall at all time be open to the Buyer or Buyer's representative.

b)Seller shall carry out the management of the Agarwood Trees in accordance to the Management and Harvesting Plans efficiently and without delays. Seller agrees to be liable and compensate Buyer any loss or negligence caused by the fault of Seller, or its employees or representatives.

c)Seller shall be responsible for all costs associated with the properties such as government levies and tax.

d)Seller shall purchase fire insurance policies and other related insurance to secure the value of the Agarwood Trees. In the event of fire and the Agarwood Trees destroyed, the payment from the insurance company shall first be paid to Seller for the value of each category of the trees, the remaining amount shall be paid to Buyer.

4. Management

a)The Seller is hereby authorized on behalf of the Buyer to act on the Holdings Account with the power to supervise, manage and invest the Holdings held in the Holdings Account in accordance with the terms and conditions of this Agreement.

b)The Buyer authorizes the Seller, at the sole discretion of the Seller and without prior consultation with the Buyer, to make financial decisions for the Holdings Account, it being understood that the Seller shall have absolute and complete discretion as to the nature, amount, liquidity, fungibility, risk, leverage, financial gearing, and timing of all transactions to be effected in the Holdings Account.

c)For the foregoing purpose, the Seller may on the Buyer's behalf effect purchases, sales and subscriptions of approved Holdings, enter into agreements for underwriting and sub-underwriting of securities, place cash on and withdraw cash from deposit with any financial institutions and generally on the Buyer's behalf, exercise all powers in relation to the finances of the Holdings in the Holdings Account. Any interest from deposit or other income producing Holdings and/or any dividends received in respect thereof may be credited to the Holdings Account or used for other Holdings purposes.

d)The Buyer authorizes the Seller to do and execute all acts, things and documents

whatsoever, for and on the Buyers behalf at any time which are, in the Sellers sole opinion, necessary or desirable for the purposes of or in connection with this Agreement. The Seller may act through any of its officers and employees and may use the services provided by other companies, agents and/or brokers including but not limited to its subsidiaries, affiliates and/or any related corporation, as the Seller deems fit.

e)The Seller is not required to dispatch to the Buyer any notice of meeting relating to any financial results/decisions held in the Holdings. The Seller may (but shall not be obliged to) exercise any voting rights attached to any investments held in the Holdings in such manner as the Seller in its discretion may determine and the Buyer undertakes to complete, execute and deliver any documentation in connection therewith.

f)The Buyer acknowledges that the Seller will not be providing the Buyer with any legal, tax or accounting advice in respect of transactions on the Holdings Account.

g)The Buyer acknowledges that the Seller will not report any information regarding the Buyers Holdings Account or income derived there from to any taxing authority or governmental agency unless being requested to provide the same by the taxing authority or governmental agency. The Buyer further acknowledges that it is the Buyers obligation and responsibility to comply with the laws of the country of his residence with respect to tax liability.

h)All transactions in relation to the Holdings Account will be subjected to the rules and customs of the exchange or market and/or any clearing house through which the transactions are executed or settled and/or all applicable laws (including without limitation, the regulations of any governmental or quasi-government agency) so that:-

(a)if there is any conflict between the provisions of this Agreement and any such rules, customs and applicable laws, the latter will prevail;

(b)the Seller or the Custodian may take or omit to take any action of which the Seller or the Custodian considers fit without reference to the Buyer to ensure compliance with any such rules, customs and applicable laws; and

(c)such rules, customs and applicable laws and all such actions so taken will be binding on the Buyer.

5. Buyer Obligations. The Buyer hereby represents and warrants that:

a)The Buyer is at least 18 years of age

b)the Buyer has all necessary consents (if the Buyer is not an individual, powers in the constitution) and authorities to enter into this Agreement and to enable all transactions to be effected and that so far as the Buyer can ensure all applicable laws have been and will be complied with in respect of each transaction;

c)the payment is free from any charge, lien, pledge and/or encumbrance;

d)the payment is to be transferred directly by the Buyer to the Seller at the designated account and instruction. The Buyer acknowledges that the Seller and its officers, directors, employees or agents will not be held responsible for any loss arising from transmission of moneys and/or securities for payment through any intermediaries or agent of the Seller;

e)the information contained in the Account Application Form or other information requested by the Seller in respect of the activation or operation of the Account is correct and true; and

f)the Buyer further agrees to satisfy, upon demand, any indebtedness, and to pay any outstanding balances arising from the execution of this agreement. The agreement may not be terminated without the Seller first receiving all securities and/or other property for which the Seller is short. The reasonable costs and expenses of collection of any such indebtedness or debit balance, including but not limited to attorney's fees, shall be payable by the Buyer to the Seller.

6. Custody

- The Buyer authorizes the Seller to maintain the Holdings Account on the Buyer's behalf at the Latin American Private Interest Foundation or an accredited financial and/or any such corporation(s) ("the Custodian") to be appointed by the Seller, at the sole discretion of the Seller, for the safe keeping of the Buyer's Holdings.

- The Custodian shall have the custody of all title deeds, certificates and other documents of title held in connection with the Holdings, which shall be deposited with or held by or registered in the name of the Custodian or its nominee on the Buyer's behalf. The Buyer hereby acknowledges and agrees to be bound by any custodian agreement entered into between the Seller and the Custodian and agree that the Seller may give full effect to such agreement.

- The proceeds and costs of all investment transactions relating to the Holdings and dividends, interests and other income and costs, where appropriate, will be paid into and out of the Holdings Account or other trading accounts as and when is necessary for the optimum performance of the Holdings. The Custodian may operate a settlement system under which the Holdings Account is credited with the proceeds and debited with the costs of all Holdings transactions on the usual settlement (or subscription) days for the market concerned, conditionally upon settlement with the counterparty being ultimately affected.

- The Seller shall not be liable to pay interest on any monies standing to the Buyer's credit in the Holdings Account. However, every reasonable effort will be taken to ensure the maximum amount possible is placed out on short term placements/deposits with banks/finance companies when the money is not anticipated to be used for Holdings purchases, custodian fees and transaction charges. Interests earned on the placements/deposits will be credited to the Holdings Account, if any.

- Income from Holdings held by the Custodian will be credited to the Holdings Account subject to accounting for any applicable taxes (where taxable). The Custodian may deduct taxation (where taxable) from any payment if obliged to do so under any applicable laws. In accounting for taxes or making taxation deduction the Custodian may estimate the amount concerned. Any excess of such estimated amounts over the final confirmed liability shall be credited to the Account as soon as reasonably practicable.

- The Buyer acknowledges the Seller's right to give instructions to the Custodian to settle outstanding transactions or to accrue accounts payables/receivables.

- The relationship between the parties hereto is as described in this Agreement and neither the relationship nor the Services to be provided by the Seller nor any other matter will give rise to any fiduciary or equitable duties on the Seller's part or any related corporation which would prevent or hinder any related corporation in acting in a dual capacity (either as principal or agent) in respect of Holdings sold or purchased by or for the Buyer or prevent or hinder the Seller or any related corporation otherwise acting as provided in this Agreement.

7. Management, Maintenance and Harvesting of Agarwood Trees. Seller agrees to manage the Agarwood Trees as identified in Annex I of this agreement until completion date. Seller shall work in cooperation with the Management, Maintenance and Harvesting Plan as approved and adopted by industry standards following the execution of this agreement.

8. Completion Date: Completion shall occur when all the Agarwood Trees as identified in the Inventory List are harvested and sold.

9. Liabilities. The Seller shall be liable for any loss, damage, liability or expense incurred to or suffered by the Buyer as a result of a violation by the Seller of the guarantees and warranties and the obligations. The Seller shall not be liable for any loss, damage, liability or expense incurred to or suffered by the Buyer as a result of, but not limited to variances in valuation of the Agarwood Trees.

10. Risk Acknowledgement.

- The Buyer agrees that any action on the Seller's part in respect of the Holdings shall be for the Buyer's sole risk and account.

- The Buyer acknowledges and agrees that the Seller does not guarantee the profitability, future performance of the Agarwood Trees or any specific level of performance, the success of any decision or strategy that the Seller may use, or the success of the Seller's overall management of the Holdings. The Buyer understands that decisions made for Buyer by the Seller are subject to various market conditions, currency, economic, global, geographic, political and business risks, and that those decisions will not always be profitable. Consequently, the price of the Agarwood Trees of the Holdings may go down as well as up and the Buyer may not receive upon redemption the amount he invested.

- The Holdings is designed for investors with medium-term Holdings horizons who are prepared to hold the Holdings to the maturity period of three (3) years (plus three [3] months). In order to receive the repayment of the capital protected amount, the Buyer hereby understands and acknowledges that he must remain invested in the Holdings until the Holding' s maturity date.

- The Buyer also accepts that changes in exchange rates between currencies may also result in the value of the Holdings increasing or decreasing, as the case may be.

- The Buyer hereby agrees that the Seller shall not be liable for:

- (a) any loss, damage, costs or expenses suffered or incurred by the Buyer as a result of or in connection with the provision of the Services herein by the Seller;

- (b) any loss in the value of the Agarwood Trees or any of its constituent parts howsoever arising;

- (c) any insufficiency or deficiency of any decision, whether due to market forces or for any other reason(s) whatsoever;

- (d) any errors of fact or judgment by the Seller; and

- (e) any act, omission, negligence, or default of any banker, broker, agent, custodian or nominee appointed by the Seller;

11. Assignment. Subject to prior approval of the Seller, Buyer has the right to transfer any or all of its rights under this Agreement to any other party, at any time.

12. Succession. All rights of Buyer and Seller under this Agreement shall inure to the benefit of their successors and assigns, and all obligations of Buyer and Seller shall bind their heirs, successors and assigns. Any cost directly in connection with the Assignment shall be borne by the transferring party.

13. Extension. There shall be no extension of the Completion date unless there is mutual assent of the parties. However, if the Buyer has respected all his obligations and the Completion date needs to be extended for any reason such as but not limited to administrative delays, the Buyer shall have the right to call for an extension of the Completion date and the Seller shall accept it with no conditions.

14. Use of Website

- The Seller is not responsible in any manner and will not be liable to the Buyer or anyone else for any damages whatsoever (including direct, indirect, incidental, special, consequential, exemplary or punitive damages, and without limitation, lost revenues or profits or loss of prospective economic advantage) arising out of your use,

misuse, or inability to make use of the Website or the information therein, and/or any web browser, including any damages the Buyer may suffer if the Buyer transmits confidential or sensitive information to the Seller or if the Seller communicates such information to the Buyer at the Buyer's request over the Internet. For the avoidance of doubt, the Seller is not liable for any action or decision made by the Buyer in reliance on the Website or the information contained therein, or any unauthorized use or reproduction of the Website or the information, even if the Seller has been advised of the possibility of damages. Links to other websites from the Website are for convenience only. No endorsement of any third party products, services or information is expressed or implied by any information, material or content referred to or included on, or linked from or to the Website.

- All investment products and services of the Seller are subject to the terms and conditions of the applicable agreements governing their use. This Agreement is to be read together with any terms, conditions, private policies or disclaimers provided in the pages of the Website. In the event of any conflict, the terms provided in the pages of the Website will govern.

- Information provided by the Seller and other sources on the Website is believed to be accurate and reliable when placed on the Website, but the Seller cannot guarantee that it is accurate or complete or current at all times. Information on the Website is for informational purposes only and is not intended to provide financial, legal, accounting or tax advice and should not be relied upon in that regard. Many factors relating to the Buyer's particular circumstances that are unknown to the Seller may affect the applicability of any statement or comment that the Seller makes on the Website. The Buyer should not act or rely on the information in the Website without seeking the advice of the appropriate professional advisors of the Buyer.

- Links to other websites or references to advice, opinions, information, products, services or publications other than those of the Seller on the Website do not imply the expressed or implied endorsement or approval of such websites, advice, opinions, information, products, services or publications by the Seller.

- Links from or to websites outside of the Website are intended for convenience only. The Seller does not review, approve, endorse or control, and is not responsible for any sites linked from or to the Website, the content of those sites, the third parties named therein, or their products and services. Linking to any other site is at the Buyer's own risk, and the Seller will not be responsible or liable for any damages in connection with linking. Links to downloadable software sites are for convenience only and the Seller is not responsible or liable for any difficulties associated with downloading the software. While every effort is made to ensure that all software provided at the Website, or at a link from this Website, is suitable for use on a wide variety of computer systems, the Buyer should take reasonable and appropriate precautions to scan for computer viruses and ensure compatibility of the software with your specific computer system. Use of any downloaded software is governed by the terms of license agreement, if any, which accompanies or is provided with the software.

- Confidentiality and security of information over the Internet is not possible at this

time. The Seller cannot ensure the privacy and authenticity of any information or instructions the Buyer sends to the Seller or that the Seller sends to the Buyer over the Internet. The Seller will not be responsible for any damages the Buyer may incur if the Buyer communicates confidential information to the Seller over the Internet or if the Seller communicates such information to the Buyer at the Buyer's request or otherwise.

- The Seller strives to keep the rates and fees posted at the Website current. Yet rates, fees and other information posted on the Website are subject to change at any time without notice to the Buyer or users. As a user, the Buyer agrees to review the postings on the Website regularly, and that the Buyer agrees to any and all changes made therein.

- The Seller and its officers, directors, employees or agents provide the Website on an "as is where is" basis and do not make any express or implied warranties, representations, endorsements or conditions with respect to the Website or the information contained therein, including without limitation, warranties as to merchantability, operation, non-infringement, usefulness, completeness, accuracy, timeliness, reliability and fitness for a particular purpose. Further, the Seller does not represent or warrant that the Website will be available and meet the Buyer's requirements, that access will be uninterrupted, that there will be no delays, failures, errors (including typographical) or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Buyer's computer system. The Buyer has the sole responsibility for adequate protection and backup of data and/or equipment and to take reasonable and appropriate precautions to scan for viruses or other destructive properties.

- The Website will be governed by and construed in accordance with the laws of the Republic of Panama, without giving effect to any principles of conflicts of laws. All disputes, controversies or claims arising out of or in connection with the Website shall be submitted to and be subject to the jurisdiction of the courts of the Republic of Panama. As a user, the Buyer submits to the exclusive jurisdiction of the courts of the Republic of Panama to finally adjudicate or determine any suit, action, or proceeding arising out of or in connection with the Website.

- The Seller owns certain intellectual property rights in the underlying HTML, text, images, audio clips, video clips, software and other content that is made available to the Buyer on the Website. The Seller grants the Buyer its limited permission to display on the Buyer's computer, print, download and use the underlying HTML, text, images, audio clips, video clips, software and other content that is made available to the Buyer on the Website, for non-commercial, personal or educational purposes only, provided that the Buyer does not modify such content and include with and display on each copy of such content the associated copyright notice.

Without limiting the foregoing, the Buyer may not:

- (a) make any commercial use of such content;

(b)include such content in or with any product that the Buyer creates or distributes;
or

(c)include such content onto the Buyer' s or any other person's web page.

•Notwithstanding the above, nothing contained in this clause shall be construed as conferring any right or license under any copyright of the Seller or any other person who owns the copyright in the content provided on the Website.

•A Password is required for the Buyer to access information on the Investment Account, the Website and to submit a trade for the Holdings Account. The Buyer is responsible for keeping the Password confidential and ensuring that the Password is used only by Buyer or by parties which are legally authorized to do so by the Buyer.

•The Buyer agrees to be solely responsible for maintaining the security of the Password and all activities in the Holdings Account through the use of the Password. The Buyer will be liable for all costs, charges and losses incurred through the use of the Password. The Seller will not be responsible for any unauthorized access to the Holdings Account through the Password.

•The Buyer undertakes to advise the Seller immediately if the Buyer becomes aware of any unauthorized use of the Password. The Seller may, without notice, terminate this Agreement if the Seller believes that the Password is being used inappropriately or without authorization, or if there is any unusual activity in the Holdings Account.

•The Website and/or Services may periodically be unavailable to allow for maintenance or updates or other reasonable cause. The Seller will not be responsible or liable for losses, damages or costs suffered by the Buyer for any service interruptions due to negligence, omission, or other forces beyond the control of the Seller, including, but not limited to, force majeure/vis major (hereinafter defined), acts or omissions of suppliers, failure of electronic or mechanical equipment or communication lines, connection problems, theft, power failure, and equipment or software problems.

15. Governing Law. This Agreement shall be governed by the laws of the Kingdom of Cambodia. Both parties agree to try to settle their disputes amicably in Cambodia. If this fails, the matter shall be submitted to the courts of the Kingdom of Cambodia.

16. Entire Agreement.

•This Agreement embodies the sole and entire understanding of the parties hereto and supersedes and cancels in all respects, all previous proposals, negotiations, letters of intent, memorandum, correspondence, undertakings, agreements (if any) whether written or oral between the parties with respect to the subject matters set out herein prior to the execution of this Agreement.

17. Withdrawal and Transfer of the Holdings

- No withdrawals (full drawdown, partial, or otherwise) are allowed for this Holdings.
- Full or partial transfer of the Holding(s) is/are allowable. However, such transfers are not encouraged and/or sponsored by the Seller. All transfers are subject to transfer fees and “incomplete status” transfers during the periods of remittance of profits, dividends, and the like may be subject to delays until such matters are resolved in a satisfactory manner by the Buyer and the Seller has approved of such transactions.
- Transfer Sales and Purchase Agreements (S&P) must be undertaken by the Buyer and the transferee. The Seller will not provide any assistance whatsoever outside of the fiduciary duties of acknowledging the transfer by the Buyer. The Seller must receive conclusive evidence of the intent to transfer, proof of transfer, and new information regarding the transferee in writing. Notwithstanding these items, the Seller reserves any and all rights pertaining to the status of the transfer if the evidence and/or documents are inappropriate or incomplete.

18. Indemnity

- The Buyer hereby unconditionally and irrevocably undertakes to keep the Seller fully indemnified from and against all expenses, loss, damage, costs, claims, demands, action, proceedings or other liabilities whatsoever (including the Seller’s legal fees on a full indemnity basis) which the Seller may incur or suffer in connection with the Holdings, the Holdings Account or this Agreement howsoever incurred.
- Without prejudice to the generality of the foregoing and to the extent permitted by applicable law, the Seller shall not be liable for any taxation assessed upon or payable directly or indirectly by the Buyer or any loss or expense suffered by the Buyer in connection with any such assessment.
- The Seller shall be entitled to have recourse to the Fund held in the Holdings Account and all monies standing to the Buyer’s credit in the Holdings Account (including the right to sell or otherwise dispose of the holdings and appropriate all or part of the resulting cash proceeds) with a view to meeting and discharging the indemnity to which the Seller is entitled under the terms of this Agreement or otherwise. If the same should prove insufficient to meet the Buyer’s liability, the Buyer will indemnify the Seller to the extent of such insufficiency to the full amount of such liability.
- The indemnity provisions in this Clause 18 shall survive any termination of this Agreement and remain in full force and effect.

19. Lien

- All of the assets in the Holdings Account in which the Buyer has an interest or which at any time are in the possession or under the control of the Seller shall be subject to a lien for the discharge of any and all indebtedness or any other liability the Buyer may have to the Seller. All of the assets in the Holdings Account shall be held by the Seller as security for the payment of any such obligation or indebtedness to the Seller. The Seller may, at any time and without giving the Buyer prior notice, use

and/or transfer any or all the assets in the Holdings Account towards the settlement of such indebtedness or liability. In enforcing its lien, the Seller, at its sole discretion may determine which assets are to be sold or which contracts are to be closed.

20. Set-Off

•The Buyer irrevocably authorizes the Seller to debit and set-off from the Holdings Account, all fees and charges which may be due and payable against the Holdings Account, any brokerage, custodian or commission charges, stamp duty, handling charges, fees payable and other incidental cost which may be incurred in connection with the Holdings. The Buyer also agrees that the Seller is fully authorized to take action in accordance with the provisions of this paragraph without notice to the Buyer.

21. Buyer Instructions

•Instructions from the Buyer to the Seller, given either in writing (signed by the Buyer as appearing below) or through any electronic means are assumed to be genuine. The Buyer agrees that the Seller shall not be under a duty to inquire as to the authenticity or propriety of any instructions given to the Seller by the Buyer and the Seller shall be entitled to rely on and act upon any such instructions.

•The Buyer agrees that the Seller shall not be liable to the Buyer for any loss, cost, expense or any liability arising out of acting in good faith upon any such instructions notwithstanding that it is subsequently shown that the same was not given by the Buyer, or for any misunderstanding or any error, loss or delay resulting from the use of such medium of instructions.

•The Seller may at any time refrain from acting promptly upon any instruction in order to verify the authenticity thereof without incurring any responsibility for loss, liability or expense arising out of so refraining to act. The Seller may refuse to act on any instruction if, in its sole opinion, to do so would contravene any law of any jurisdiction.

22. Notice

•SUBJECT to any express provisions of this Agreement, all notices, demands, statements, acknowledgements, requests, advices and other communications by the Seller to the Buyer under this Agreement shall be sent by e-mail transmission and/or Website posting to the Buyer's e-mail address and/or Website as indicated on the Buyer's Application Form, or to such Buyer's account created by the Buyer and accessible by the Buyer (using Password) on the Website or to such other e-mail address as shall have been furnished by the Buyer to the Seller in writing or by posting on the Website.

•The Buyer shall be responsible for providing the Seller with the correct mailing and e-mail addresses at all times and advising the Seller promptly of any change of the same. In the event that the Buyer fails to notify the Seller of the change in the mailing and/or e-mail addresses for service or does not provide the Seller with the

correct mailing and/or e-mail addresses or specifically advise the Seller that he does not wish to receive any mailings and/or emails, including statements and advices with respect to his Holdings Account, then the Buyer agrees to indemnify and hold the Seller harmless in respect of, and to waive, all of the Buyer's rights or claims against the Seller arising directly or indirectly from the non-provision of statements, advices or other information relating to the Holdings Account, or because of such non-provision, the Buyer's inability to respond or seek rectification of any errors or alleged errors in any such statements, advice or other information.

- SUBJECT to any express provisions of this Agreement, any notice or communication by the Buyer to the Seller under this Agreement shall be in the English language and shall be sent by e-mail transmission to:
info@argrow.biz

- The Seller hereby undertakes to notify the Buyer via electronic transmission in the event of any change in relation to its business operations on a best effort basis.

23. Disclosure of Information

- The Buyer hereby agrees that the Seller may disclose information to any agent, broker, custodian or nominee appointed by the Seller for effecting transactions and such information relating to the Holdings and/or the Holdings Account as the Seller may in its opinion consider necessary for this purpose.

- If the Seller is requested by any governmental agency to provide any information regarding the Holdings (whether or not such request has the force of law), the Seller is hereby authorized to comply with such request and make the relevant disclosure, the Buyer hereby acknowledges and confirms that the Seller will not be liable in any way to the Buyer as a result of such compliance and disclosure.

- The Buyer hereby acknowledges that this arrangement is entered into on the understanding that any advice given by the Seller will be personal to the Buyer and shall be treated by the Buyer as confidential and accordingly shall not be disclosed to any other person without the Seller's prior written consent.

- Except as specifically stipulated in this Agreement, the Seller is not obligated to notify the Buyer of any events, methods, strategies, approaches, types, plans, policies, and/ or procedures involving the investment position of the Holdings and/or Holdings Account.

- The Seller has no obligation to forward to the Buyer any proxy materials that are received and any other materials furnished to the Seller by issuers whose securities are owned by the Buyer as a result of investment decisions made by the Seller on behalf of the Buyer. This includes annual reports, quarterly reports and notices of meetings.

24. Force Majeure/Vis Major

- The Seller and its officers, directors, employees, agents and affiliates will not be

liable for losses caused directly or indirectly by force majeure/vis major including any Act of God, act of common enemy, government restriction, exchange or market rulings, suspension of trading, computer or telephone failure, public disorder, insurrection, rebellion, sabotage, violent demonstrations, explosions, lightning, lockouts, strikes, riots, civil commotion, acts of wars, tempest, inclement weather, loss or damage by fire, landslides, earth movements, flood or any other causes beyond the control of the Seller.

25. Waiver

- No waiver by any party hereto of a breach of any one or more of the provisions of this Agreement shall operate or be construed as a waiver of previous or a subsequent breach whether of the same or of a different provision.

- No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such power or right preclude any other further exercise thereof.

26. Assignment

- The Buyer may not assign or transfer all or any parts of his rights, interest and or obligations under this Agreement directly or indirectly without the prior written consent of the Company.

- The Seller may assign, transfer or delegate its rights, interest, obligations and or duties under this Agreement, or any part thereof, at any time, without the Buyer's prior consent.

27. English Language

- All notices or communications under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

28. Variation

- Except as specifically permitted in this Agreement, no provision of this Agreement can be, nor be deemed to be, varied, modified or amended by the Buyer unless agreed to in writing signed by an authorized officer of the Seller.

- The Seller reserves the right to vary any of the terms of this Agreement by giving notice to the Buyer via electronic transmission and/or Website posting. The variation shall take effect on the date stipulated in the said notice and all transactions effected on the Buyer's behalf thereafter shall be governed by the Agreement as varied. For the avoidance of doubt, the current version of the Agreement will be posted on the Website and the Buyer's continued Holdings Account activity and usage of the Website (whether active or passive activity/usage) after such variation constitutes

that the Buyer agrees to be bound by all variations to the Agreement, regardless of whether the Buyer has actually reviewed the variation(s).

29. Termination

- This Agreement may not be terminated by the Buyer during the tenure of the fund.
- If the Buyer is a natural person, the death, disability or incompetence of the Buyer will not terminate or change the terms of this Agreement. However, the Buyer's executor, guardian, attorney-in-fact or other authorized representative may transfer this Agreement by giving written notice to the Seller. Notwithstanding the foregoing, however, the Seller shall be entitled, at its sole discretion, to continue managing the Holdings Account or suspend any dealings in connection herewith pending receipt by the Seller of a court order, power of attorney or other evidence satisfactory to itself of the authority vested upon the heirs, executors, administrator, personal or legal representatives, trustees or successors to permit such dealings. The production of such documentation proof should be endorsed by the domicile authorities.

30. Severability. If any of the provisions of this Agreement shall be held invalid or unenforceable by a Public Authority, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties to this Agreement shall be construed and enforced accordingly.

IN WITNESS WHEREOF, the Seller, by signing below, and the Buyer, by signing below, hereby acknowledge and agree to the terms of this Agreement.

BUYER:

JH Partners Code: JHP00484MY
Mr.: LIM SOON CHIAN
National: Malaysia
Identity Card/Passportno.: 771213-01-6571

SELLER:

Uni Argrow (Cambodia) Co., Ltd.

Seen and confirmed that the parties did signed in front of me on this

Referral Portfolio Advisor Code: PA010061MY
Referral Portfolio Advisor Name: LIM BOK SEE

Management Fee, Custodian Fee and Other Charges

Price Per Unit

USD1,000.00 per unit (not inclusive of Preliminary and/or Holdings Protection Fee if applicable)

Preliminary Fee

A Preliminary Fee of up to 3.00% is charged on every holdings injection (after or before any offer period). The Seller may at its sole discretion, allocate whole or a part of the Service Fee as commission to its introducers.

Care and Maintenance Fee (including all taxation)

An annual Care and Maintenance Fee of 3% on the market value of the Fund shall be charged, which is accrued monthly at the end of each calendar month and payable annually or in arrears.

Redemption Charges

Full redemption is not applicable and/or available for this fund.

- Partial withdrawals are subject to liquidation penalties and other fees.
- There are no Withdrawal Charges for holding period of more than three (3) years.

Transfer Fees

USD50.00 per transaction

Holdings Protection Fees

USD100.00 p.a. or 1%, whichever is higher

Stamp Duty Fees

USD50.00 per transaction

Fund Characteristics:

Total Units Available: 20,000 units

Minimum Initial Subscription: 1 unit

Maximum Subscription: Subject to Availability

Profit Distribution: Monthly

Term: 36 months

Holdings protection of the nominal amount at final maturity (at the end of three years Holdings period).

Performance Target:

1.5% for Months 1 through 4 (after mobilization of holdings injection)
2.5% for Months 5 through 8
3.5% for Months 9 through 12

** Initial monthly disbursements will be made after 60 days of confirmed and successful applications