

Retail Business Introducer Agreement

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1. Introduction

This Agreement (herein the “**Agreement**”) is entered by and between **KW INVESTMENTS LTD**, a company organized under the laws of Seychelles with its registered office in Suite 3, Global Village, Jivan’s Complex, Mont Fleuri, Mahe, Seychelles (hereinafter referred to as the “**Company**”) and the person who has successfully completed the Online Application Form to become a Retail Business Introducer or an Affiliate of the Company (hereinafter the “**Introducer**”), through the Company’s Website.

Both the Introducer and the Company may hereinafter collectively be referred to as the “**Parties**” and each of them as a “**Party**”, where the context requires so.

WHEREAS:

- 1.1. The Company is authorized by the Seychelles Financial Services Authority (FSA), under the licence number SD020 (the “**Licence**”), operating the domain “sc.capex.com”;
- 1.2. The Company, under the terms of its Licence, engages in the online trading of contracts for differences in underlying financial instruments such as foreign exchange, commodities, indices, shares, cryptocurrencies and bonds through the trading platform of the Company on which clients can place their orders to buy or sell CFDs for such financial instruments;
- 1.3. The Parties wish to set out the terms and conditions of their relationship where the Introducer would provide intermediary services and carry out any preparatory tasks deemed necessary towards the Company for canvassing Prospective Clients with the scope to enter into an Operating Agreement with the Company. The Introducer will act as a mediator between the Company and the Prospective Clients for introducing Prospective Clients of its network and / or explaining the financial services the Company is licensed to offer to all of its clients and will act as an intermediary doing all that is required and necessary for the conclusion of contractual relationship between the Company and the Prospective Clients the service of introducing Prospective Clients to the Company.
- 1.4. The Introducer has extensive experience in marketing and intermediary services to regulated investment firms;
- 1.5. The Company wishes to engage the Introducer as its marketing advisor, to aid and assist the Company in relation to marketing and advertising such as promoting the Company’s business and in general to provide strategic marketing to the Company.
- 1.6. The Introducer, if required under applicable laws and regulations, is solely responsible to ensure that he is registered as an Introducer, or in some other capacity which authorizes the Introducer to undertake and provide to the Company the services

contemplated under this Agreement.

2. General Terms and Conditions

- 2.1. The Agreement is entered between the Company and the Introducer in respect of the provision of services in their individual capacity. The Agreement is valid for an indefinite period of time, unless terminated under the provisions of clause 14 (*Amendment and Termination*).
- 2.2. This Agreement and all Appendices constitute the entire Agreement between the Parties and will supersede and replace all prior arrangements, in written form, between the Parties.
- 2.3. Each Party acknowledges that, in entering into this Agreement, they do not rely on any representation, warranty or other term not forming part of this Agreement.
- 2.4. The Introducer will not describe himself as an agent of the Company and will not hold himself out or act or authorize or permit any person to hold it out or act, as an authorized or permitted person to bind the Company to a third party in any way, unless otherwise been agreed between Parties, in written form.
- 2.5. It is agreed and understood by both parties that that the Company has the absolute right, after giving to the Introducer prior notice, to change the terms of this Agreement. It is noted that any changes to this Agreement are subject to prior approval from the Introducer.

3. Definition of Terms

- 3.1. In this Agreement:

“Account”	Shall mean any trading account opened with the Company.
“Introducer”	Shall mean any legal entity or a natural person obtaining remuneration from the Company for acting as mediator between Prospective Clients and the Company and carrying out activities deemed necessary for the conclusion of an agreement between the Company and its Prospective Client, as per the provisions of the present Agreement, for the purpose of introducing clients to the Company.
“Balance”	Shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the trading account.

“Base Currency”	Shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.
“Campaign”	Shall mean an Introducer link which is different than the one received by the Introducer at the time of Introducer’s Account Opening and which shall have the same or different commission structure than the one mentioned in Appendix 1 of this Agreement. A Campaign can only be created by the Introducer if the Company provides its prior approval.
“Company’s Main Website(s)”	Shall mean the Company’s websites or such other websites as the Company may maintain from time to time for access for Prospective Clients or Existing Clients.
“Complementary Agreement”	Shall mean an additional agreement executed between the Introducers and /or sub- Introducers of the Company. This type of agreement is valid only in the event where Prospective Clients who become Existing Clients are offered financial instruments whose price are subject to mark-up and the Company has obtained its consent. It is noted that the remuneration scheme in place between the Company and its Introducers or sub-Introducers under these circumstances will be defined in the Complementary Agreement only.
“Completed Transaction”	Shall mean two counter deals of the same size (opening a position and closing a position); buy then sell and vice versa.

“Contract for Differences” or “CFD”	Shall mean a contract, which is a contract for differences by reference to fluctuations in the price of the underlying asset (shares, futures, metals, indices etc.), without right for physical exchange of the underlying asset).
“Currency Pair”	Shall mean the object of a Transaction based on the change in the value of one currency against the other.
“Effective Date”	Shall be the date upon which the Introducer agrees to the terms and conditions of the present Agreement and submits the Online Application Form on the Company’s Main Website(s).
“Existing Client”	shall mean: <ul style="list-style-type: none">a) a client who already had a trading account with the Company at the moment when the Introducer mediated and solicited the client for the first time to the same, orb) a client who, further to the mediation and canvassing of the, has been introduced by the Introducer and has opened a trading account with the Company.
“Force Majeure Event”	Shall have the meaning as set out in clause 19 (<i>Force Majeure</i>).
“Group”	Shall mean any entity controlling the Company or controlled by the Company or any entity (whether legal person or natural person) under common ownership and control with the Company where “control” means direct or indirect control, of at least 10% of the voting rights or capital of an entity.
“Initial Margin”	Shall mean the margin required by the Company to open a position. The details for each Instrument are in the contract specifications.
“Instrument”	Shall mean any Currency Pair or Contract for Differences.

“Intellectual Property Rights”

Shall mean patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, website content, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

“Introduced Client”

Means the Prospective Client which has been introduced to the Company by the Introducer and for which the Introducer mediated for the facilitation assistance towards the creation of awareness and to the successful conclusion of a contractual relationship between the Company and the Prospective Client in respect to the financial services the Company is licensed to provide and has not been accepted by the Company as its Existing Client yet.

“Long Position”

Shall mean a buy position that appreciates in value if market prices increase. In respect of Currency Pairs: buying the Base Currency against the Quote Currency.

“Necessary Margin”

Shall mean the margin required by the Company to maintain open positions (i.e. a Long Position or a Short Position which is not a Completed Transaction). The details for each Instrument are specified in the Products Specifications.

“Operative Agreement”

Shall mean the agreements entered into by the client and the Company that govern all trading activity of the Existing Client.

“Quote Currency”

Shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

**“Promotional
Material”**

Shall mean any communication that relates to the Company or its services made to or directed at, or that relates in any way to the solicitation of a Prospective Client or a Transaction in an Existing Client’s trading account. Promotional Material includes, but is not limited to, published written texts, training materials, advertisements, market analysis, and research reports, correspondence to Existing Clients or Prospective Clients, newsletters and generally anything written that assists in the solicitation process. Such Promotional Material will be provided by the Company to the Introducer.

**“Proprietary
Information”**

shall mean information, including, but not limited to, trade secrets, formulae, methods techniques, confidential information, computations, knowledge, data or other information of either Party relating to software products, trading platform, trade routing systems, counterparties, processes, know-how, marketing, merchandising, selling ideas, selling concepts or other confidential information, forecasts, marketing plans, strategies, pricing strategies, computer programs, copyrightable materials, finances or other subject matter pertaining to any of the Parties’ business, or any of its clients, Existing Clients, consultants or suppliers, which either Party may produce, use, view or otherwise acquire during the relationship created by this Agreement.

“Proprietary Property”

Shall mean any property, including, but not limited to, Intellectual Property Rights, records, forms, trade literature, newsletters, market reports, articles, computer software and any reproduced copies or negatives thereof, and any Proprietary Information or such other information reflected or contained therein, provided and furnished by the Company or otherwise obtained by the Introducer during the relationship created by this Agreement.

“Prospective Client”

Shall mean an individual or an entity which is identified by the Introducer as a business opportunity for the conclusion of a financial contract by the Company, and which does not have an account with the Company and who has been introduced by the Introducer for the purpose of concluding an agreement with the Company.

“Representatives”

Shall mean either Party’s employees, agents, officers, personnel, representatives, subcontractors etc. engaged and/or retained by the Party.

“Sub-Introducer”

Shall mean any legal entity or a natural person obtaining remuneration from the Company for acting as mediator between Prospective Clients and the Company for the conclusion of an agreement between the Company and its client, as per the provisions of the Introducer Agreement, for the purpose of introducing clients to the Company, and is assigned under to another Introducer.

“Short Position”

Shall mean a sell position that appreciates in value if market prices fall. In respect of Currency Pairs: selling the Base Currency against the Quote Currency.

- “Transaction”** Shall mean any contract or transaction entered into or executed by the Existing Client or on behalf of the Existing Client arising under the Operative Agreements.
- “Unlinked Client”** Means any Client which has been introduced to the Company by the Introducer and wished to be unlinked from the Introducer.
- “Written Notice”** Shall have the meaning set out in clause 15 (*Written Notice*).

3.2. All references to a statutory provision include references to:

- 3.2.1. any statutory modification, consolidation or re-enactment of it, whether before or after the Effective Date of this Agreement, for the time being in force;
- 3.2.2. all statutory instruments or orders made pursuant to it; and
- 3.2.3. any statutory provision of which that statutory provision is a re-enactment or modification.

3.3. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

3.4. Unless otherwise stated, reference to a clause, section, appendix or a schedule shall mean a clause or a section, appendix or schedule of this Agreement.

3.5. The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.

4. Electronic Signatures and Introducer Acceptance of Agreement(s)

4.1. The Introducer hereby acknowledges that the following actions show his approval of this Agreement and agrees to all the terms and conditions set out in this Agreement:

- a. By completing and/or submitting and/or accepting the Introducer's Online Application Form on the Company's Main Website(s);
- b. By continuing to access or use the Company's Main Website(s);
- c. By identifying suitable opportunities for the Company soliciting clients and mediating for the generation of leads, consumer interest towards the products and services the Company ultimately referring Prospective Clients to the Company directly or through the Company's Main Website(s) in line with the requirements and/or terms and conditions of this Agreement; and/or
- d. By accepting any commissions and/or payments from the Company or any of its clients for the action of mediation carried out.

4.2. The Introducer hereby acknowledges that this Agreement and all of the terms and conditions thereof are legally binding upon him and breach of any of the terms and conditions of this Agreement shall give rise to possible legal actions, should out-of-court settlement does not prove of a sufficient settlement method of any matter arising out of or in connection with any term or condition of this Agreement.

4.3. The Introducer further acknowledges and consents to the availability and/or provision of information through the Company's Main Website(s).

5. Representation and Warranties

5.1. The Introducer, acting as a mediator, acknowledges that the Introducer is aware of the contents and understands the Company's Compliance and Anti Money Laundering Policies, as modified from time to time, and agrees to conduct the Introducer's business in accordance with the policies and procedures contained therein.

5.2. The Introducer represents and warrants that all actions to be performed by him under this Agreement will comply with the international business law and/or any other applicable laws and/or regulations, currently in effect in Seychelles Financial Services Authority as amended from time to time and/or any other laws and regulations which shall come into force after the Effective Date of this Agreement. The Introducer hereby

acknowledges that he is solely responsible for being updated on any matters related to the applicable laws and regulations of the Seychelles Financial Services Authority.

- 5.3. The Introducer, acting as a mediator, must provide true and complete information to the Company at all times; including but not limited to his identity, contact information, payment instructions, nationality, residency, participation in any introducer programs for other websites, the location and nature of the Introducer's intermediation activities carried out for the purposes of actively mediating for introducing Prospective Clients to the Company and for providing assistance for the successful conclusion of an Operative Agreement, and any other information that the Company may request from time to time. In addition, must provide to the Company the means to be used for introducing Prospective Clients to the Company. These means include, *inter alia*, the list of websites operated by the Introducer.
- 5.4. The Introducer will carry on his operations and business as an independent contractor and not as an agent and/or employee and/or representative of the Company.
- 5.5. The Introducer is not allowed and/or is restricted from providing investment advice and/or any personal opinion to any of the Prospective Clients introduced by him to the Company.
- 5.6. The Company shall be responsible for the provision of information to the Existing Clients with regards to any commissions and/or charges and/or fees and/or inducements received by the Introducer under this Agreement. The Introducer's obligations under this Agreement shall be limited to the provision of intermediary financial services for the identification of suitable opportunities for the Company to provide the financial services it is licensed to provide including the generation of leads, creation of consumer interest and ultimately to the introduction of Prospective Clients to the Company. For the Prospective Clients the Introducer will endeavor and carry out all actions deemed necessary so as for the Company to enter into a contractual relationship with Prospective Clients, including providing clarifications to the Prospective Clients in respect to the financial services offered by the Company and the Company's business and policies.

- 5.7. The Introducer represents and warrants that, in respect of the services contemplated under this Agreement, the Introducer shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, by, amongst other things:
- 5.7.1. Maintaining adequate policies and procedures to ensure compliance with the applicable relevant requirements;
 - 5.7.2. By signing this Agreement, the Introducer certifies that he currently complies with the applicable relevant requirements. The Introducer shall provide such supporting evidence of compliance as the Company may reasonably request;
 - 5.7.3. Ensuring that any officer, employee, agent, representative or such other person connected to the Introducer complies with the applicable relevant requirements.
- 5.8. Whenever requested, the Introducer will provide details and evidence of his status and business (including but not limited to details of clients, sub-introducers) and of the licensing and/or authorisation requirements applicable to the Introducer's activities at the Company's request.
- 5.9. In the case of the Introducer maintaining a website for promoting his business then without limitation to the obligation of the Introducer to act as a mediator the following functionalities and information should be included:
- a) A link should be available directing Prospective Clients to the Company's Main Website;
 - b) The Company's information and/or logo and/or banners and/or brand names are provided to Prospective Clients with the prior written approval of the Company. In such a case the logo should indicate that it is the property of the Company and indicate that the website is a tool for registration of Prospective Clients with the Company. It is noted that the Company's information, banners and any material to be included in the Introducer's website must be provided by the Company as

described in clause 5.10.

- c) The Introducer is under the obligation to disclose the capacity in which it is acting, when contacting or before dealing with any Prospective Client. In addition, the Introducer is required to place in an obvious location at its offices, including any branches it may possess, a clearly readable announcement, at which its capacity as Introducer of the Company will be presented, alongside with the name of the Company and the services to be provided.

5.10. The Company shall provide the Introducer with all the necessary information and/or Promotional Material and/or any functionalities relating to the Company, that the Company wishes for the Introducer to upload on its website. The Company shall also provide the Introducer with any updates in relation to the information and/or promotional material and/or functionalities of the Company. The Company shall be entitled to conduct checks on the Introducer's website to ensure that the Introducer does not upload any information and/or Promotional Material and/or functionalities of the Company which was not provided by the Company. The Introducer is prohibited from making any alterations to the Promotional Material and/or functionalities provided by the Company, without Company's prior written consent.

5.11. For the avoidance of doubt, the obligations of the Introducer to solicit Prospective Clients under this Agreement are not lifted in cases where the Existing Clients reach the Company through the website of the Introducer.

5.12. The Introducer undertakes that he will not use the name and/or brand and/or any Proprietary Property or Proprietary Information or the trading platform of the Company in his dealings with any Prospective Client except for the purpose of introducing the Prospective Client to the Company.

5.13. The Introducer is strictly forbidden from accessing and/or trading in Existing Clients' account.

5.14. The Introducer is not allowed and/or is restricted from holding and/or operating a trading account for any Existing Client and/or carry on any trades for any Existing Client

and/or providing any other service to the Existing Client other than the services agreed under the terms and conditions of this Agreement. In addition, the Introducer is not allowed and/or is restricted from accepting and keeping any Prospective Clients' funds to be used in relation to the service offered. The Introducer's provision of services to the Company is limited only to the introduction of Prospective Clients to the Company, unless otherwise been agreed between Parties, in written form.

5.15. The Introducer agrees that he will not in any way represent and/or imply to any Prospective Client that the Company provides guarantees against potential losses and/or limits potential losses of any Prospective Client.

5.16. The Introducer is not allowed and/or is restricted from calling for or attempting to collect the required Initial Margin and/or Necessary Margin established by the Company and/or any other related matter to the collection of margin for the Company. The Introducer will not act as an agent and/or representative and/or employee of the Company. The obligations of the Introducer in relation to the Company is limited to the provision of intermediary financial services for the identification of suitable opportunities for the Company to provide the financial services it is licensed to provide including the generation of leads, creation of consumer interest to the products and services offered by the Company aiming to the successful introduction of Prospective Clients to the Company. For the Prospective Clients the Introducer will endeavour and carry out all necessary actions so as for the Company to enter into an agreement with the Prospective Client, including providing clarifications to the Prospective Clients in respect to the financial services offered by the Company and the Company's business and policies.

5.17. The Introducer will promptly inform the Company of any regulatory and/or legal investigation or illegal interference into its commercial affairs and will disclose to the Company details of any past sanctions imposed on the Introducer during the last five (5) years, prior to the Effective Date of this Agreement.

5.18. The Introducer acknowledges and agrees that he is responsible for the payment of all relevant duties and/or changes and/or taxes arising from the course of his business.

- 5.19. The Company shall be responsible for providing Clients with any disclosures required under applicable law and regulations, including without limitation, those disclosures required by the rules or regulations of self-regulatory organisations or exchanges of which the Company is a member. If the Introducer is required under applicable laws and regulations to provide certain disclosures, the Introducer will be responsible for providing such disclosures.
- 5.20. The Introducer should regularly check the Company's website for any updated Terms and Conditions of trading as well as any other disclosures or promotions issued by the Company and are available at the Company's website.
- 5.21. The Introducer is prohibited from communicating with a Prospective Client who becomes an Existing Client, unless otherwise been agreed between Parties, in written form.
- 5.22. In the event where the Introducer is a legal entity, the Introducer confirms and ensures that its employees shall execute and perform their duties and responsibilities in accordance with the provisions of the Agreement as well as the law and regulations for protection of data and any other legislation related to the provisions of their services. The Introducer shall be fully responsible for the payment of its employees' wages and social benefits.
- 5.23. The Introducer must comply with any business-related instructions or directions given by the Company in relation to the Company's services.
- 5.24. The Introducer assures that he will show best skill, interest, and high level of professionalism so as to satisfactorily fulfil his obligations arising under the Agreement. It is understood that the Introducer shall undertake all necessary steps so as the Confidentiality obligations arising under this Agreement, to be extended to all employees, agents and/or representatives of the Introducer.
- 5.25. It is understood that the Introducer is not allowed to provide any other services which are not outlined in this Agreement, including without being limited to investment advisory, consulting and advertising services, unless otherwise been agreed between

Parties, in written form.

6. Introducer Relationship and Activities

- 6.1. The Introducer will provide intermediary financial services for the purposes of identifying suitable opportunities for the Company to provide the financial services it is licensed to provide and act as a mediator carrying out all tasks necessary with the aim to introduce to the Company such Prospective Clients willing to trade with the financial products / services offered by the Company, including the provision of intermediary financial services for improving the quality of the services offered by the Company. For the Prospective Clients the Introducer will act as a facilitator and it will endeavour and carry out all necessary actions, including negotiations with the Company and the Prospective Clients, so as for the Company to enter into a contractual relationship with the referred Prospective Client.
- 6.2. The Introducer hereby agrees to provide the services to the Company in diligent, faithful and professional manner, adhering in strict compliance with any regulations imposed on the provision of such services.
- 6.3. The Introducer must provide the Prospective Client with his identification number, which will be provided to him during the opening of an Introducer account with the Company.
- 6.4. The Introducer, acting as an intermediary between Prospective Clients and the Company shall support, where and if applicable, with providing assistance in completion of account registration forms for opening an account with the Company, collection client document, assist the Prospective Clients with potential face to face meetings, following and assisting the Company with the implementation of its KYC and AML procedures that may include the safekeeping of documents and other assets provided by the Company or the introduced Prospective Client.
- 6.5. For the scope to recognizing and detecting Prospective Clients that are suitable to the financial products and services the Company is licensed to provide, the Introducer shall proceed with the following intermediary financial services:

- Introduce and create consumer interest towards the financial products and services the Company is licensed to provide to its Existing Clients;
- Provide information and explanations to Prospective Clients with respect to the Company and the financial products and services the Company is licensed to provide;
- If required by the Company, to distribute to Prospective Clients information with respect to the Company and the financial products and services the Company is licensed to provide, through its website and or through the organization of presentations and/or analysis of these financial products and services, educational seminars, campaigns and other events;
- Facilitate and explain to Prospective Clients the Company's business and policies;
- Assist with the collection and process of commercial and other information which may be required by the Company for the purposes of the evaluation exercise of the Prospective Clients carried out by the Company before the conclusion of a contractual relationship between the Company and the Prospective Clients.

6.6. The Introducer shall inform any Prospective Client through the Introducer's website, that the Prospective Client is to be considered the Company's Existing Client, and is subject to all of the Company's rules, policies and operating procedures as any other Existing Client of the Company who has opened an account with the Company and has completed the verification process.

6.7. Non-funded and credit funded accounts, cannot be assigned to the Introducer.

6.8. Nothing in this Agreement shall create an employment relationship between the Company and the Introducer or any other form of relationship such as joint venture, partnership or any other legal relationship between the Introducer and the Company. The Introducer shall receive remuneration of the provision of service of introducing Prospective Clients to the Company in accordance with Clause 7 (*Introducer Services Conduct*) of this Agreement and the terms and conditions hereof.

6.9. Where a Client has communicated to the Company that he wishes to be unlinked from

the Introducer, the Company shall, from the date of such communication, cease paying the Introducer remuneration in respect of the Unlinked Client. Any existing (but unpaid) remuneration in respect of the Unlinked Client shall be transferred to the Introducer, and the Introducer shall have no further rights in respect of the Unlinked Client.

6.10. A Prospective Client shall not be considered as introduced by the Introducer for the purposes of this Agreement, and no remuneration shall be provided by the Company to the Introducer in relation to any Prospective Client, unless he provides the Introducer's identification number during the initial trading account application process, or sends a Written Notice within 5 (five) business days from the opening of his trading account to the Company prior any trading activity occurring in the Prospective Client's trading account.

6.11. A Prospective Client shall not be considered as introduced by the Introducer to the Company and no remuneration shall be provided to the Introducer for the specific Prospective Client, if:

6.11.1. the Prospective Client opens a trading account with the Company more than 5 (five) business days before the Prospective Client is introduced by the Introducer; or

6.11.2. the Prospective Client already has a trading account with the Company more than 5 (five) business days before the Prospective Client is introduced by the Introducer.

6.12. The Company has the right to reject any Prospective Client who does not meet the Company's criteria as set out in the Retail Client Agreement. The Introducer hereby acknowledges and agrees that a Prospective Client will not be considered as the Company's Existing Client and therefore as introduced by the Introducer, if the Prospective Client is not approved by the Company in accordance with the Company's policies and/or any applicable laws and regulations. In such a case Prospective Client will not be considered as introduced by the Introducer for the purposes of this Agreement and no remuneration will be provided from the Company to the Introducer in connection with the specific Prospective Client.

- 6.13. In the event that an Existing Client's archived trading account is subsequently restored, i.e. dormant/inactive accounts, the Introducer's 'Reference ID will not be automatically applied to the restored account. Assignment of the account back to the Introducers Reference ID can be requested via email at info@keywaypartners.com.
- 6.14. The Introducer will be solely responsible for any marketing and/or promotions costs or charges necessary for the provision of the intermediary financial services to the Company.
- 6.15. The Introducer covenants and agrees that during the term of its Agreement with the Company and for three (3) years after the termination thereof, regardless of the reason for the termination, the Introducer, either by itself or through its representatives, associates, Introducers and/or any third party, will not, without the prior written consent of the Company, directly or indirectly make contact, deal with and/or solicit, or attempt to solicit third party contacts of the Company, including without limitation the Existing Clients, other introducers, suppliers, personnel etc. of the Company for purposes of any future, present or recurring business opportunities and/or ventures which may or may not be competitive with the businesses of the Company. As used herein, the expression "to solicit or attempt to solicit directly or indirectly" shall mean, without limitation, directly or indirectly, to provide, offer to provide, recruit, engage or communicate with in any way to induce any interest in using or working with third parties and to the detriment of the Company. This shall survive the termination of this Agreement.
- 6.16. The Introducer is not involved in the Transactions between the Existing Clients and the Company. The latter is the only one eligible accepting and safeguarding Existing Clients' funds in accordance with the applicable law and regulation.
- 6.17. Subject to the terms and conditions of this Agreement and in accordance with the terms and conditions hereof, the Introducer may actively mediate and as a result of the mediation actions refer Prospective Clients to the Company's Main Websites(s) in order to facilitate explanations with regards to the financial products offered by the Company and agrees that all mediation activities carried out for the purpose of identifying,

targeting and referring Prospective Clients to the Company must be professional, proper and lawful under applicable rules and laws.

7. Introducer Services Conduct

7.1. The Introducer will be solely responsible for the operation and content of the Introducer's websites and other marketing channels or venues, including for ensuring that materials posted on the Introducer's websites are in line with applicable laws and regulations and shall strictly follow the terms of this agreement and the Company's procedures and policies shared with clients on the Company's website. Without limiting the generality of the foregoing, the Introducer shall not be involved, in relation to the Company, the Group and/or the Company's Main Website(s), in the following:

- (a) Use Malware and/or Spyware techniques or use any other aggressive advertising or marketing methods;
- (b) Make any "Use of Scumware" or use any other predatory advertising or marketing methods in any of its dealings;
- (c) Make any false, misleading or disparaging representations or statements;
- (d) Engage in any other practices which may affect adversely the high image, credibility and good reputation of the Company or the Group and the Company's Main Website(s) including but not limited to, using any website in any manner, or having any content that:
 - I. promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities and/or libelous, obscene or otherwise illegal;
 - II. violates any intellectual property or other proprietary rights of any third party;
 - III. use or cause Spamming;
 - IV. do any act that disparages the Company or the Company's Main Website(s) or that otherwise is damaging or is reasonably expected to be damaging to the goodwill of the abovementioned; and

V. in any way alter, affect or interfere with the operation or accessibility of the Company's Main Website(s) or any page thereof.

7.2. Pay Per Click campaign using any keywords associated with the Company (such as the Company's name, the brand's name, etc.) are not allowed. For avoidance of doubt, any Pay Per Click campaign (or similar marketing campaign, such as Google AdWords, Yahoo Pay Per Click advertising, MSN Pay Per Click advertising and contextual keyword targeted campaigns) resulting in the redirection of a Prospective Client by the Introducer shall NOT be viewed as an activity which qualify for a fee, and may result termination of the Agreement and the imposition of any other sanction by the Company.

7.3. The Introducer accepts and agrees that it will not engage in, allow, assist, promote, encourage or benefit from, directly or indirectly, any act or traffic that involves fraud. The Introducer will act at all times to refrain from, immediately stop and not allow any act or traffic that involves fraud or that the Introducer believes or should reasonably believe to potentially involve fraud.

7.4. The Introducer accepts that it will disclose to the Company from the onset in writing all venues that it intends to publish material concerning the Company (e.g. websites, social media or other) and will not be permitted to publish or redistribute the material to any venue previously undisclosed.

8. Advertising Guidelines

8.1. Promotion Materials and all marketing operation related matters which the Introducer is using for introducing Prospective Clients to the Company must comply with the applicable law and regulation and the procedures and policies.

8.2. The following practices are explicitly forbidden:

- a) Promised/guaranteed returns.
- b) Statements that mislead Prospective Clients to think that trading in Forex and CFD carries little or no risk.

- c) Testimonials of any kind.
- d) Advertising on gambling and adult sites.
- e) Spam marketing.
- f) If, for any reason, the Company will be approached by any other regulator with complaint(s) concerning the Introducer's operation, publications, advertising or any marketing activity, the Introducer will be obliged to disclose to the Company all information related to the complaint and act according to instructions of the Company and the Company's supervisory and regulatory authority.

8.3. If the Company demand that the Introducer ceases to use certain or all marketing materials, the Introducer must comply with the instruction within 24 hours. Should the Introducer face any issues with timely provision of the information this should be immediately communicated to the Company.

9. Risk Disclosure of Investing & Prohibition on Promise of Returns

- 9.1. The Introducer must advise the Prospective Client that leveraged trading carries risk of capital loss via the Company's Promotion Materials that will be provided to the Introducer.
- 9.2. The Introducer shall not guarantee, promise or mislead the Prospective Clients to think that leveraged trading offers guaranteed returns, exaggerated returns, risk free positive returns or similar messages.
- 9.3. The Introducer must refer the Prospective Client to the Company's risk disclosure on the Company's Main Website(s).

10. Commission Program

- 10.1. The Commission Program can be found on <https://go.keywaypartners.com>. Commissions are subject to forfeiture should the Introducer and/or the introduced Prospective Client breach any of the obligations under this Agreement and/or any other

agreement between the Company and the Existing Client, the Complementary Agreement.

10.2. The Introducer is entitled to the Introducer's Commission structure as agreed in line with the Appendix 1 of this Agreement which forms an integral part of this Agreement and may not be subject to any changes unless agreed by both Parties otherwise. The Introducer's commission, which is percentage-based commission on the net earnings from the fees received by the Company for the introduced Existing Client, is provided as a consideration for the intermediary financial services provided and for actively acting as a mediator for the conclusion of a contractual relationship between the Company and the Prospective Client.

10.3. An Introducer who wishes to create different Campaigns may choose to receive different commission structure for all or some of his introduced Existing Clients. An Introducer who wishes to create a Campaign should notify the Company via email at info@keywaypartners.com.

10.4. In case the Introducer chooses to create a Campaign that will have a different commission structure than as per Appendix 1 of this Agreement and the Company has consented, a Complementary Agreement needs to be signed by the Introducer which will be provided to him by the Company.

10.5. Each Campaign created by the Introducer following Company's approval, will have its unique Introducer Campaign ID.

A client is deemed to be under a Campaign created by the Introducer, if he opens a trading account with the Company by using the link(s) available in the Introducer's information resources or if he expressly requests from the Company to manually attach his capex account to a specific Campaign created by the Introducer.

10.6. The Introducer shall be able to identify the Introducer commission generated by each Campaign he has created via his capex area.

10.7. In case a Campaign is terminated by the Introducer, it will be archived with immediate effect and cannot be re-activated. Once a Campaign has been archived, the following shall apply:

10.7.1. Any commission generated by a client's trading account that used to be under

the archived Campaign, will reflect the commission structure as per Appendix 1 of this Agreement, if different;

10.7.2. Any new client's capex account opened under the archived Campaign, will reflect the commission structure as per Appendix 1 of this Agreement, if different.

10.8. The Introducer's commission on the trading account assigned under any competition/promotions is specified in the relevant competition/promotions terms and conditions.

10.9. The Company has the right to decrease the Introducer's commission structure at any time and shall provide prior notice to the Introducer of such a decision.

10.10. The Introducer has the option to share a percentage of the remuneration he receives from the Company, based on the Introducer and/or Complementary Agreement, with any of the Existing Clients the Introducer has referred to the Company. The terms and conditions of Rebates are outlined below:

- Rebates apply only to Existing Clients of the Company who have been introduced by Introducers.
- If an Introducer wishes to share a percentage of his received remuneration with his referred Existing Clients, he must send an email to the Company at info@keywaypartners.com. In order to be able to receive this service, he has to have at least 3 active Existing Clients introduced by him.
- It is understood that the Introducer and the Prospective Client do not maintain a relationship when the Prospective Client has already entered into an agreement with the Company, becoming an Existing Client. The Introducer is able to change the percentage of Rebate shared with a client at any time, without the client's prior consent.
- The maximum percentage of the Introducers' commission that can be used for Rebates is 100%.
- Rebates apply to any trading account that the referred client has opened with the

Company.

- Introducer rebate cannot be applied to the Introducer's own trading accounts.
- Rebates is the percentage of the Introducer commission which is calculated based on the volume of trading transactions performed by the referred clients and are applied to the client's trading account.
- The Introducer has the option to fund the trading account of the referred client either automatically or manually. The client's account can be credited with the rebate amount every day at midnight server time, given that the rebate generated amount has exceeded 5USD.

10.11. If the Introducer and/or the client wishes to receive a detailed statement of the amount of rebates received upon the closure of a trade, he must send an email to the Company at info@keywaypartners.com.

10.12. The Introducer hereby acknowledges and confirms that rebates are discretionary and the Company reserves the right to terminate the offer at any time with prior notice to the Introducer.

11. Prohibited Trading

11.1. If the Company suspects or has reasons to believe that an Existing Client is involved in any form of prohibited trading i.e. certain trading techniques commonly known as "arbitrage trading", "picking/ sniping" or the use of certain automated trading systems or "Expert Advisors"; and/or follow an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying Instrument has been suspended or restricted on a particular market, between same or different trading accounts, or transactions entered into or executed by an Existing Client and/or Introducer for the benefit of earning compensation for the Introducer (referred to as "churning"), the Company reserves the right to:

-
- (i) Delay payment of commission until the Company fully investigates and clarifies the matter;
 - (ii) terminate this Agreement with immediate notice to the Introducer and remove any remuneration linked to those Existing Clients;
 - (iii) terminate the Operative Agreements with immediate notice;
 - (iv) close the Introducer's account with the Company and/or suspend his account for an indefinite period of time;
 - (v) close the Existing Client's account with the Company and/or suspend his account for an indefinite period of time;
 - (vi) charge a penalty fee to the Introducer and/or to the Existing Client as the Company deems fit and proportionate;
 - (vii) close the account, confiscate any profits that arose from prohibited trading techniques and return the original deposit(s) to the Existing Client. If profits arising out of prohibited trading were already withdrawn, profits can be confiscated from the Existing Client's related accounts in order to make up for the difference.

12. Payments

12.1. The Introducer shall receive payment as per Appendix 1 which forms an integral part of this Agreement.

12.2. All payments will be due and payable in the currency agreed upon between the Parties as per Appendix 1.

12.3. Unless otherwise agreed between the Parties in writing, payments will be done every fifteenth day of the month or unless otherwise agreed between the parties.

12.4. The Introducer commission payment is processed to Introducer's account. The commission paid to the account may be withdrawn by the Introducer by submitting the withdrawal request via one of the methods available on the Company's website.

12.5. The Company reserves the right to void any unpaid and/or pending Introducer's commission generated from a particular trade, in case the commission amount of that

trade has remained unpaid and/or pending for a period exceeding 365 (three hundred sixty-five) days following the closure date of that trade.

12.6. All paid Transactions and their corresponding entries that are older than 3 (three) months are automatically archived by the system and can be provided only upon the request.

12.7. Introducer commission is only paid once the Introducer actively mediated between the Company and the Prospective Client and the intermediary financial services provided resulted to the referral of at least 1 (one) Prospective Client to the Company.

12.8. In the case that a credit card chargeback is submitted by an Existing Client referred by Introducer, all Introducer commissions generated by the specific account will be cancelled. If the chargeback occurs after the commission payment date, commissions will be removed retrospectively.

12.9. Notwithstanding the above, if the Company suspects or has reason to believe that an Existing Client abused or acted in bad faith or identify any abuse on the trading activity of the Existing Clients, such as open and close trades instantly for the purpose of generating commission, the Company reserves the right to suspend the payment of fees due to the Introducer in relation to such Existing Client or close the Introducer's account. This clause also applies in case the Introducer is found to be in breach of any term of this Agreement.

13. Term

13.1. This Agreement will come into force from the Effective Date and will remain in force until it is terminated in accordance with clause 14.2 below.

14. Amendment and Termination

14.1. This Agreement may be amended from time to time. No modifications, supplement and/or amendment to this Agreement shall be binding except when made in writing by the Company and notified to the Introducer. Any changes to the Agreement will not apply to any transaction performed prior to the date on which the changes become

effective unless specifically agreed otherwise. Where the Introducer continues to provide services after the date specified on the notice, it will be deemed to have accepted the amendment. The Introducer shall receive a notification in advance of the proposed changes. Should the Introducer disagree with the changes, the Introducer may terminate the Agreement under clause 14.2 below.

14.2. Either Party can terminate the Agreement by giving 5 (five) business days Written Notice to the other Party.

14.3. The Company reserves the right to terminate without notice, this Agreement or any rights of the Introducer that may fall under the provisions of this Agreement, due to any malpractice, breach, failure or other significant event, including liquidation, receivership or insolvency, on the part of Introducer or its assets. Such termination will be at the sole discretion of the Company.

14.4. The Company has the right to terminate this Agreement with immediate effect and upon prior notice to the Introducer if the terms of this Agreement have been declared invalid or void by virtue of the legislative requirements and/or any recommendations issued by any regulatory authority. The Company undertakes to settle any of its obligations to the Introducer until the date which the terms of the Agreement have been declared invalid or void.

14.5. The Company has the right to terminate this Agreement in case the Introducer refers less than 3 (three) Prospective Clients within a 30 (thirty) days period from the Effective Date of this Agreement.

14.6. The Company has the right to terminate this Agreement in case an Introducer has no active clients for 30 (thirty) consecutive days. An Introducer's own trading account cannot be considered and defined within the meaning of active account.

14.7. The Company has right to terminate this Agreement in case the Introducer's unpaid commission has not exceeded 50 USD within the past 6 months from the last payout date or from the activation of account. In such case, the Company has the right to void the unpaid commission unless agreed otherwise.

14.8. If the Company suspects or has reasons to believe that an Introducer and/or an introduced Existing Client is involved in any form of fraudulent activities and/or the Introducer or the Existing Client has involved the Company directly or indirectly in any type of fraud, the Company reserves the right to:

- (i) Fully investigate using best judgment to determine the existence of fraud;
- (ii) Terminate this Agreement with immediate notice to the Introducer;
- (iii) Terminate any agreement thereof concluded with any introduced Existing Client;
- (iv) Take any legal action against the Introducer and/or the Existing Client and/or claim any damages deemed fit by the Company and ruled by the competent courts.

14.9. Upon termination of the Agreement, the Introducer is obligated to return to the Company any Company's Promotional Material. In the case where the Introducer maintains a website and is using any Promotional Material, he is obligated to immediately withdraw such materials upon termination of the Agreement. In addition, any access to the Company's database of Promotional Material is removed.

14.10. Upon termination of this Agreement the Company warrants to pay the Introducer any fees due to the latter as set out in this Agreement provided that any such amount has been generated as a result of the proper fulfilment of the terms of this Agreement.

14.11. Furthermore, the Company may terminate this Agreement forthwith for cause, upon written notice to the Introducer if:

- a. It becomes unlawful for the Company and/or the Introducer to perform or comply with any one or more of the Introducer's obligations under this Agreement; or
- b. The Introducer ceases, in the Company's reasonable opinion, to be fit and proper to provide intermediary financial services aiming to the conclusion of a contractual relationship between Prospective Clients to the Company, if the Introducer no longer holds the necessary authorization, licence or consent to perform the obligation under this Agreement or if he is prevented for any reason for carrying out the activities and/or obligations hereunder;
- c. The Introducer has been accused for any regulatory and/or legal investigation or illegal interference into its commercial affairs, or any past sanctions imposed on the

Introducer; and

d. In the event of any change in the applicable law or governmental regulations.

14.12. Each Party shall pay its own tax and duties.

14.13. Records and Reports:

14.13.1. It is the Introducer's sole responsibility to associate the Introducer ID with clients making use of the trading services by using tags provided by the Company or otherwise informing the Company in writing as to its traders' ID.

14.13.2. It is in Company's sole responsibility and obligation to track the activity of the Existing Clients and all traffic associated with the Introducer's ID for the duration needed for the Company to fulfil its obligations under this Agreement in full.

14.13.3. Daily Report. Throughout the term the Company shall provide the Introducer with an online report which includes information regarding the amount of commission paid.

14.14. Power, Authorization and Validity: Each Party represents that it has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and all agreements to which the Party is or will be a party that are required to be executed pursuant to this Agreement. The execution, delivery and performance of this Agreement have been duly and validly approved and authorized by each Party.

14.15. Litigation: Each Party confirms that there is no claim, action, suit or proceeding pending or, to the Party's knowledge, threatened, against the Party at law, in equity, by way of arbitration or before any governmental department, commission, board or agency that might have a material adverse effect on the other Party, nor is the Party aware of any reasonable basis thereof.

15. Written Notice

15.1. Any Written Notice under this Agreement may be made or given by any of the following means:

- 15.1.1. email;
- 15.1.2. facsimile transmission;
- 15.1.3. post; or
- 15.1.4. published on Company's Main Website(s).

15.2. All contact details provided by the Introducer, e.g. address, email address or fax number as last notified will be used as applicable.

15.3. Any such Written Notice will be deemed to have been served:

- 15.3.1. if sent by email, within one hour after emailing it, unless a "not sent" or "not received" notice is received from email server;
- 15.3.2. if sent by fax, at the completion of transmission during business hours at its destination or, if not within business hours, at the opening of the next period of business hours, but subject to:
 - 15.3.3. proof by the sender that the sender holds a printed transmission report confirming dispatch of the transmitted notice; and
 - 15.3.4. the sender not receiving any telephone calls from the recipient within 1 (one) hour from the above time, that the fax has not been received in a legible form.
- 15.3.5. if sent by post, 7 (seven) calendar days after posting it.

16. Personal data and recording of telephone calls

16.1. The Company may use, store or otherwise process personal information provided by the Introducer.

16.2. By entering into this Agreement, the Introducer will be consenting to the transmittal of the Introducer's personal data (and/or have obtained consent from individuals working on the Introducer's behalf).

16.3. The Introducer agrees that the Company may pass information about the Introducer which the Introducer has provided to the Company to help the Company process and/or analyse it as a part of fulfilling Company's obligations under this Agreement. If the

Introducer does not wish the Introducer's personal data to be used for such purposes, the Introducer shall give the Company Written Notice.

16.4. Such personal data may also be used for marketing purposes, or to conduct market research for the Company that may use the personal data to bring to the attention of the Introducer products and services that may be of interest to the Introducer. If the Introducer does not wish the Introducer's personal data to be held for such purposes, the Introducer shall give the Company Written Notice.

16.5. In the event that the Introducer receives any complaint, notice or communication (from either a data protection regulator or a data subject) which relates directly to the processing of Existing Clients' data or to the Company's compliance with data protection laws, notify the Company without undue delay and provide the Company with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

16.6. Telephone conversations between the Introducer and Company may be recorded. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of the Company and will be accepted by the Introducer as conclusive evidence of the instructions or conversations so recorded. The Introducer agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

17. Confidentiality

17.1. Each Party acknowledges and agrees that any and all information, disclosed orally or in writing, and associated with the other Party's business and not publicly known, including, but not limited to, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, lists of the Existing Clients, lists of the Prospective Clients, names, addresses and other information regarding the Existing Clients and/or the Prospective Clients, product designs, sales, costs, and other unpublished financial information, methods, techniques, processes and projections, plans, marketing information, materials, financial statements,

memoranda, analyses, notes, legal documents, business plans and marketing data, know how, strategic data, operation process, flowcharts, or diagrams; prospective new ventures; policies and procedures regarding the design, development, the identities and details of the employees/ Representatives/ associated entities/ business partners any and all the information that is considered as confidential due to its nature and includes all information or material that has or could have commercial value or other utility in the business in which the Party is engaged, is confidential and Proprietary Information, whether or not marked as confidential and/or Proprietary Information and any and all such information and/or documents that is shared between the Parties through whatever means, in relation to the provision of the services under this Agreement (the “**Confidential Information**”).

17.2. The Introducer agrees to use the Company’s Confidential Information solely as necessary for performing its obligations hereunder. The Confidential Information will not be released or disclosed by the Introducer to any unauthorized third party whatsoever without the prior written consent of the Company.

17.3. Confidential Information shall not include any information which is:

- a) in the public domain, or is already known by or in the possession of the Introducer, at the time of disclosure of such information;
- b) is independently developed by the Introducer without breaching any provisions of this Agreement.

17.4. In consideration of the Company sharing Confidential Information and in order to protect the confidentiality attached to or in the Confidential Information, the Introducer agrees that it shall at all times:

- a. hold in trust and strict confidence all Confidential Information for the sole and exclusive benefit of the Company;
- b. not disclose, reproduce, divulge, make copies or attempt to derive the composition or underlying information of such Confidential Information or any part of except to the extent shall such disclosure:

- i. has been consented by the Company in writing;
 - ii. is required to be disclosed pursuant to statutory or regulatory authority, government, any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement, provided that the Introducer shall give the Company prompt notice in sufficient detail of such requirement and the extent thereto, so that the Company may obtain appropriate protective order against such disclosure.
- c. share the Confidential Information with its Representatives only on a “need to know” basis and undertakes to ensure that such recipients treat such Confidential Information as provided herein;
 - d. use the same degree of care that it uses to protect its own confidential and proprietary information of similar importance (but in no event less than reasonable care);
 - e. keep separate from all other documents and records all Confidential Information and all material created or produced by the Business Introducer (if any) based on or derived, wholly or partly, from the Confidential Information;
 - f. not use the Company’s Confidential Information: (a) for its own benefit (b) for the benefit of any unauthorized third party; or (c) to the Company’s detriment.
 - g. promptly notify the Company of any breaches of the Confidential Information that may materially affect, or threaten to affect the Company; and
 - h. not share the Confidential Information of the Company with any unauthorized third party, including without limitation, any such entity/ individual who is directly or indirectly, on his own behalf or in the service or on behalf of others, whether or not for compensation, engaged in any

business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity (whether as a shareholder, agent, joint venturer, security holder, trustee, partner, introducer, creditor lending credit or money for the purpose of establishing or operating any such business, partnership or otherwise) which is competitive with the then existing business of the Company.

17.5. It is hereby expressly agreed that the Introducer shall, at all times, be responsible for the adherence of and also for any breach of, the confidentiality obligations by the Introducer or any of its Representatives and the Introducer shall, at its sole cost and expense, take all reasonable measures (including but not limited to court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

17.6. THE CONFIDENTIAL INFORMATION AND ANY OTHER INFORMATION IS PROVIDED BY THE COMPANY "AS IS", WITHOUT ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS, OPERABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE.

18. Proprietary Property

18.1. Subject to terms and conditions of this Agreement, the Company hereby grants to the Introducer, for the duration of this Agreement, a non-exclusive and revocable licence to use Proprietary Property.

18.2. Proprietary Property, regardless of the author, shall remain the sole property of the Company and shall be accounted for and returned by the Introducer to the Company on demand. It is expressly understood that the Introducer's license to the use or possession of Proprietary Property is to fulfil its obligations to the Company under this Agreement and that the Introducer has no other right or proprietary interest in the Proprietary Property other than the licence provided in this clause.

18.3. In the event of the termination of this Agreement for any reason, the Introducer will promptly surrender, and deliver to the Company, Proprietary Property, including but

not limited to, all materials, equipment, documents and data pertaining to his relationship with, or to any Proprietary Information of, the Company, including all copies thereof.

18.4. The Introducer agrees to indemnify the Company and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred, or for which they may become liable, with respect to any Proprietary Property infringement claim or other claim relating to the provision of services supplied by the Introducer to the Company during the course of this Agreement.

18.5. To the extent that ownership of any Company's Proprietary Property does not automatically vest in Company by virtue of this Agreement, or otherwise, the Introducer hereby transfers and assigns to the Company, upon the creation thereof all rights, title and interest the Introducer may have in and to such Proprietary Property, including the right to sue and recover for past, present, and future violations thereof.

19. Force Majeure

19.1. Neither Party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control i.e. force majeure events. A force majeure event includes but is not limited to the following:

19.1.1. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis.

19.1.2. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster.

19.1.3. Labour disputes and lock-out.

19.1.4. Suspension of trading on a market, or the fixing of minimum or maximum prices for trading on a market, a regulatory ban on the activities of any party (unless one Party has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing

bodies of organized trading platforms.

19.1.5. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, regulatory or supranational body or authority.

19.1.6. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of any Party).

19.1.7. Any event, act or circumstances not reasonably within the Parties' control and the effect of that event(s) is such that the Party is not in a position to take any reasonable action to cure the default.

19.1.8. The imposition of limits or special or unusual terms on the trading in any such market or on any such event

(hereinafter each a "**Force Majeure Event**")

19.2. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) the Company may without prior Written Notice and at any time take or omit to take all such actions as the Company deems to be reasonably appropriate in these circumstances.

19.3. Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of force majeure.

20. Exclusion of Liability

20.1. The Company shall not be liable for:

- (i) any loss, expense, cost or liability of any kind or nature suffered or incurred by the Introducer unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Company's gross negligence and/or fraud on behalf of the Company and/or the intended failure of the Company's obligations under this Agreement; and/or
- (ii) any loss, expense, cost or liability of any kind or nature suffered or incurred by the introduced client where such loss, expense, cost or liability of any kind or

nature is suffered or incurred as a result of the Introducer's gross negligence and/or fraud on behalf of the Introducer and/or the intended failure of the Introducer's obligations under this Agreement;

- (iii) for any obligation of the Company arising under any term, express or implied, under statute or common law.

21. Indemnity

21.1. The Introducer agrees to hold and keep the Company indemnified against all actions, suits, claim, demand, settlement, recovery, costs and expenses which the Company may incur and which may have arisen directly or indirectly from the Introducer's act, omission, misrepresentation or negligence, failure to cooperate with the Company's request or out of the breach of this Agreement.

21.2. The Parties hereby acknowledge and agree that any breach by the Introducer or its Representatives of the obligations undertaken in this Agreement, that could cause irreparable harm and significant injury to the Company that might be difficult or impossible to quantify. In particular, with respect to clause 17 (*Confidentiality*), the Parties hereby acknowledge and agree that unauthorized disclosure or use of Confidential Information by the Introducer could cause irreparable harm and significant injury to the Company that might be difficult or impossible to quantify. Based on this, the Parties agree that the Company shall be entitled to liquidated damages in the amount of USD 200 000 (United States Dollars Two Hundred Thousand) for each such breach by the Introducer, or any of its Representatives, of the obligations undertaken in this Agreement.

21.3. Notwithstanding the right to liquidated damages, the Company has the right to take any measures available to it and to claim and receive a higher amount of compensation if the Company can prove that the actual damage sustained will exceed the amount of liquidated damages. Accordingly, the Company shall have the right to seek and obtain immediate injunctive relief from these breaches of the provisions contained in this Agreement in addition to any other rights and remedies it may have.

21.4. The Introducer acknowledges and agrees that a breach of the terms in this Agreement, including clause 17 (*Confidentiality*) above, by the Introducer and/or its Representatives shall subject them to criminal penalties, sanctions and liabilities, which shall be without prejudice, and in addition, to any other civil remedies that the Company may claim pursuant to the applicable laws and regulations.

22. Governing Language

This Agreement as well as any additional agreement hereto (both present and future) are made in English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions of English shall prevail.

23. Governing Law and Dispute Resolution

23.1. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

23.2. In case there is any dispute arising out of or in connection with fulfilling the Agreement, the Parties shall do their best to settle such situations and claims by means of negotiations and amicable mediation.

23.3. Claims in respect of lost profit shall not be considered.

23.4. All claims shall be sent by e-mail to the address: info@keywaypartners.com.

23.5. The courts of England shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement) or any non-contractual obligation arising out of or in connection with this Agreement. For avoidance of doubt, no Party shall be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Parties may take concurrent proceedings in any number of jurisdictions.

24. Assignment

The Introducer will not assign any rights or obligations under this Agreement to a third party without the prior consent of the Company.

25. Appendix 1

Appendix 1 – Standard Introducer and Sub-Introducers Commission Structure

1. An Existing Client is deemed to have been introduced by an Introducer or Sub-Introducer if the Introducer or Sub-Introducer mediated and provided intermediary services aiming to the conclusion of a contractual relationship between the Company and the Prospective Client and the Prospective Client opened a trading account with the Company using the link(s) available in the Introducer' or Sub- Introducer's information resources or via Client's *area* by adding Introducers ID at the time of Account Opening.
2. The commission structure will be negotiated and agreed upon between the Parties and such commission structure shall be reflected accordingly within the back office system shared by the Company with the Introducer or the Sub-Introducer.
3. The Company will not pay Introducer's or Sub- Introducer 's commission on deals from which the margin arises from the bonus funds.
4. In the event that commissions are overpaid or are paid in error due to a system failure or human intervention, the Company reserves the right to deduct the amount in question from the Introducer's account with immediate effect and without prior notice. In the event that the Balance of the Introducer's account is insufficient to cover the amount that has been overpaid/ paid in error, the Company will set the amount owed against future payments from the client's account until such time that the amount has been paid in full.
5. No Introducer or Sub-Introducer commission will be generated unless the following are fulfilled:
 - a. Introducer account opening is duly completed and Introducer is being approved;
 - b. Introducer accepts terms of this Agreement;
 - c. Terms of this Agreement are dully covered;
 - d. Complementary Agreement, if any, is being agreed and provided to Company duly signed.

6. In case the Company has any reasonable beliefs that the Introducer is not complying with the Company's the terms of this Agreement, the Company may delay the payment.

7. The Company correlates the Introducer or Sub-Introducer commission amount earned by the Introducer with the negative financial performance of the Company subject to financial penalties and/or clawback arrangements. The Company might deduct up to 100% of the total Introducer's commission if:
 - a. an Introducer participated in or was responsible for conduct which resulted in significant losses to the Company; or
 - b. an Introducer failed to meet appropriate standards of fitness and propriety;
 - c. the Company received number of complaints from clients introduced by the Introducer.