

CXM Global LLC Introducing Broker Agreement

1. Parties to the Agreement. THIS AGREEMENT is entered into between the **Introducing Broker (“IB”)** and **CXM Global LLC, (“CXM”)** with registered address at The Core, 5th Floor, No.62 ICT Avenue, Cybercity 72201, Ebene, Republic of Mauritius a registered Mauritius Broker Company with FSC and license number GB21026377. (CXM and the IB are sometimes referred to individually as “**Party**” or collectively as “**Parties**”).

2. Purpose of the Agreement. Introducing Broker and CXM wish to enter into an agreement pursuant to which Introducing Broker will identify and refer prospective counterparties to CXM for the purpose of entering into transactions with electronically traded products.

3. IB Authority. All customers of IB will be referred to CXM, and their accounts carried by CXM, on a fully disclosed basis. CXM will use a counterparty on all trading with customers introduced by IB. IB is authorized to give instructions to CXM solely regarding disbursement of funds related to the compensation paid to IB.

4. IB Representations and Warranties. IB acknowledges that its principals have read and understand the CXM Account Opening Documents, which may be modified from time to time, and agrees to conduct its business in accordance with the policies and procedures contained therein.

4.1 All “Promotional Material” used by the IB must be reviewed and approved by CXM Compliance Department prior to publication and distribution to prospective or existing customers. CXM reserves the right to veto the use of this material if CXM deems the material may be misleading. If IB runs or operates a website(s) for the purpose of acquiring clients, IB agrees to be liable for the information posted on its website(s). CXM may request and IB agrees to provide CXM with information about additions, amendments to or changes in website content.

4.2 Promotional Material is defined as any written communication with the public that relates in any way to the solicitation of (1) a prospective customer or (2) a transaction in an existing customer account.

4.3 Promotional Material includes all written material generated by CXM or a CXM IB. Promotional material also includes published written texts, compliance and procedures memoranda and manuals, training materials, advertisements, research reports, correspondence to customers or prospective customers, as well as market analyses, newsletters and generally anything written that assists in the solicitation process.

4.4 Furthermore, the IB acknowledges that if said broker solicits business, it is responsible for complying with all laws of which country from which the IB intends to operate, pertaining to the management of the IB. IB also acknowledges responsibility for compliance with, among other things, registration statutes enforced on CXM and the IB whether by the regulators of CXM or the government regulating the IB if applicable, tax and labor laws, safety in the work place regulations and antidiscrimination laws, and all other laws of the country it intends to operate, applicable to the business contemplated by this Agreement.

4.5 IB represents that it maintains such registrations and memberships for the duration of the IB's relationship with CXM, as may be required under the laws and regulations of IB's jurisdiction, and will advise CXM immediately of any lapse, suspension or termination of such registrations or memberships, notification of which entitles CXM to terminate this Agreement immediately.

4.6 IB may not accept funds from its customers CXM but must instruct its customers to directly transmit funds to CXM or deposit/wire transfer funds directly into a CXM customer account.

4.7 IB may not carry the trading accounts of its customers on its own books and records but must introduce each customer to CXM who will carry each customer account.

4.8 IB acknowledges that IB is of sound mind and body, legal age and legal competence.

4.9 IB acknowledges that IB will never hold itself out as an employee, agent or a partner of CXM.

4.10 IB is an individual who is not prohibited from entering into and effecting the terms of this Agreement; or a legal entity, in which case, IB is duly organized and is in good standing in the jurisdiction of its formation and IB is duly authorized and empowered to enter into and effect the terms of this Agreement.

4.11 IB will make only honest and accurate representations about CXM's products and services and shall not make any misrepresentations or other improprieties regarding CXM's products and services.

4.12 IB will not act as IB for person(s) acting as agent(s) or representative(s) for another person unless such other person has been identified.

4.13 IB acknowledges that IB has no separate agreement with customers that it refers or any CXM employee or agent regarding the trading in the referred customers' account, including any agreement with a customer that guarantees profits or limits losses in the customer account.

5. Discretionary Authority. IB agrees that it will not accept discretionary authority from a customer under any circumstances, nor will it permit any of its employees or consultants to exercise discretionary authority over customers' accounts unless the IB completes, signs and becomes subject to a power of attorney. Further, IB agrees that every action taken on behalf of customers' accounts will be expressly authorized by customers or done pursuant to a third party power of attorney and that authorizations to place orders may be tape recorded or recorded via an alternative electronic record keeping method prior to transmission to the CXM trading department.

6. IB Commissions (if applicable). Rebates: CXM will pay an IB rebate, which will be negotiated before signature of the agreement. For minimum withdrawals limits please refer to the Member Area for more details. IB rebates will be available via submission of "Withdrawal Request Form" for the relevant amount. Standard bank wire fee (USD \$25 Bank's fee) will be assessed on all such withdrawal requests if done via bank wire method. Additional details concerning compensation are set forth in section 34 below.

7. Expenses. IB shall be fully responsible for paying all legal fees to obtain a legal guidance/opinion letter from Counsel in connection with commencing operations of IB's business in the state or country of the IB's origin.

8. Other IB Fees. IB agrees that, aside from the authorized commission referred to in this Agreement, there will be no other fees or charges assessed by IB to its customers on transactions with CXM.

9. Other IB Activities and Independent Contractor Status. IB agrees that it will inform CXM of any other business activities entered into by IB during the term of this Agreement and will provide CXM with information, as requested, and regarding said activity. The relationship created under this Agreement shall be strictly limited to its terms. IB is not the legal agent or representative of CXM for any purpose whatsoever. IB is not granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of CXM or to bind CXM in any manner, unless expressly authorized to do so in writing. IB is an independent contractor with sole control over the means by which IB performs its obligations under this Agreement. IB is not an employee of CXM and, therefore, has none of the rights or obligations attendant thereto. Nothing in this Agreement shall be construed to constitute a partnership or joint venture between IB and CXM.

10. License to Use Proprietary or Other CXM Property. Subject to the terms and conditions of this Agreement including compliance with the provisions in sections 4.1, 4.2 and 4.3, CXM subject to prior approval, may grant to IB, a license to use, property, including, but not limited to, records, forms, trade literature, newsletters, market reports, articles, computer software and any reproduced copies or negatives thereof, and any information reflected or contained therein, provided and furnished by CXM or otherwise obtained by IB during its relationship with CXM ("Proprietary Property"). Any expenses or costs of creating or distributing authorized property shall be the responsibility of the IB. Proprietary Property of the IB shall remain the sole property of the IB. Proprietary property of CXM and shall remain the sole property of CXM. It is expressly understood that IB's license to the use or possession of Proprietary Property is to fulfill its obligations to CXM under this Agreement and that IB has no other right or proprietary interest in the Proprietary Property other than the license provided in this paragraph.

11. Confidentiality. Except as otherwise provided in this Agreement, or as CXM may otherwise consent to in writing, IB will keep confidential and not disclose, or make any use of, except for the benefit of CXM, at any time, either during or subsequent to IB's relationship with CXM, any trade secrets, formulae, methods, techniques, confidential information, computations, knowledge, data or other information of CXM relating to products, 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 CXM's business, or any of its clients, customers, consultants, suppliers or affiliates, which IB may produce, use, view or otherwise acquire during its relationship with CXM ("Proprietary Information"):

11.1 IB acknowledges that all software provided hereunder is mostly for the convenience of IB to enhance the efficiency of transacting business with CXM. In the event of any software or hardware failure CXM is not responsible but all such business may be transacted manually by telephone.

11.2 IB acknowledges and agrees that any Proprietary Information is given to IB in confidence, solely to permit IB to fulfill its obligations to CXM under this Agreement, and that such information derives actual or potential economic value by virtue of its confidentiality and nondisclosure to the public or other persons who could obtain economic value

from their disclosure or use. IB shall not, under any circumstances, deliver, reproduce or allow any Proprietary Information, or any documentation relating thereto, to be delivered to, or used by, any person or entity whatsoever without specific written consent of a duly authorized representative of CXM.

12. Return of Proprietary Property and Proprietary Information. In the event of the termination of this Agreement for any reason, IB will promptly surrender, and deliver to CXM, Proprietary Property, including but not limited to, all materials, equipment, documents and data pertaining to its relationship with, or to any Proprietary Information of, CXM, including all copies thereof. Upon termination of this Agreement, for whatever reason, any information required to be kept by any financial regulations may be retained by the IB.

13. General Indemnification by IB and Right of Setoff. Subject to the terms of this Agreement, IB agrees to forever indemnify and hold CXM and its principals, shareholders, officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, costs (including those stemming from regulators) involving IB's activities or its customer accounts solicited by IB including account deficits, loss or losses and expenses (including attorneys' fees) that CXM may sustain or become liable or answerable for or shall pay, as a result of any alleged act, practice, conduct or omission of IB or its principals, shareholders, directors, officers, employees, agents or representatives with respect to customers referred to CXM or solicited hereunder. With respect to any amount due to CXM in connection with customers referred by IB or as a result of the indemnification contained in this Section 13, CXM shall have the right to set off and withhold from IB any payments otherwise payable to IB pending resolution of such outstanding balance.

14. Account Deficits. IB undertakes to extend all possible assistance to CXM in its efforts to collect any uncollected and unsecured deficits that occur in any customer account as a result of IB's customer's failure to pay, dishonoring or stopping payment on a negotiable instrument or the stopping of any funds in transit to CXM by any means whatsoever. This would include all customer deficit balances resulting from, but not limited to, instances whereby an adverse price movement makes the full or partial liquidation of open position(s) not possible, instances whereby the markets are closed and the next available price creates a liquidation situation that results in a customer deficit balance, and/or deficit balances as a result of an error in the customer account balance or margin calculations. As long as such resulting deficits remain unpaid, IB will exert all possible efforts in conjunction with CXM to make possible collection of said customer account deficits.

15. CXM Scrutiny. IB agrees and acknowledges that CXM may and has a right to (a) prohibit certain customer(s) from opening an account with CXM or may reject an account of certain customer(s); (b) reject a third party transaction; (c) periodically monitor, and report if necessary, any suspicious activity in IB's customers' accounts to prohibit churning, money laundering and all other fraudulent activity; (d) contact customers directly when necessary; and (e) investigate IB identity by verifying information provided by IB. CXM makes no guarantees with regard to execution of any agreement, contract or authorization between customers referred by IB.

16. Customer Information. IB hereby agrees that its employees, representatives and agents will use their best efforts in making an adequate inquiry so as to be thoroughly familiar with IB's customer's financial status and trading objectives and all other information contained on the customer's application. IB hereby agrees to bring to the attention of CXM anything that might adversely impact on the credit worthiness of any customer. IB also agrees to update or revise any information contained on the customer's application as may be necessary from time to time and to comply

with all applicable anti-money laundering statutes, rules, regulations and interpretations as may be enacted from time to time.

17. Record Keeping Compliance. IB shall maintain all records required by CXM compliance policies, which records shall be available for inspection by CXM.

18. Errors. Account and equity runs may be provided to the IB and their customers by CXM. Any errors or discrepancies in a trade or customer account must immediately be called to the attention of CXM for correction and in all events before the next CXM trading session has opened the following day. Failure to do so will result in a charge back to IB for any loss incurred by said delay.

19. Guarantees or Promises against Loss are prohibited. IB agrees that it will not in any way represent to any customer that IB or CXM will guarantee such customer against loss, limit the loss of such customer or not call for or attempt to collect required initial margin and maintenance margin as established by CXM.

20. No Liability for Consequential Damages. To the maximum extent permitted by applicable law, in no event shall CXM or their affiliates, parent companies, employees, agents, attorneys, officers, managers, directors or suppliers, be liable for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use any software provided by CXM to IB for its use in transacting business with CXM, even if CXM has been advised of the possibility of such damages.

21. Electronic Recordation. CXM may electronically record all customer trading orders, and authorizations to remit or transmit customer funds, by IB and any other communications with IB.

22. Entire Agreement. This Agreement constitutes the entire and whole agreement among its parties and is intended as a complete and exclusive statement of the terms of their agreement. CXM may amend this Agreement only upon execution of a subsequent agreement in writing. This Agreement shall supersede any oral representations between the parties.

23. Waiver. Failure to exercise or delay in exercising any right, power or remedy hereunder by CXM shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy of CXM hereunder preclude any other or future exercise thereof or the exercise of any other right, power or remedy.

24. Choice of Law. This Agreement will be interpreted under the laws of Republic of Mauritius, without regard for its conflicts of laws and principles.

25. Severability. In the event that any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if these invalid, illegal or unenforceable provisions have never been contained herein, unless the deletion of this provision(s) would result in a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

26. Notices. All communications shall be sent to IB at its address printed at the end of this Agreement and to CXM Global LLC (GB21026377) The Core, 5th Floor, No.62 ICT Avenue, Cybercity 72201, Ebene, Republic of Mauritius or

such other address subsequently provided by either party in writing. All communications given by CXM to IB by courier shall be effective 96 hours after date of shipment, or upon receipt, whichever is earlier; if hand delivered, when delivered to IB's address; if telephonic, at the time of such telephone conversation; or if by facsimile transmission, upon receipt thereof.

27. Customers. All customers of IB as of the date of this Agreement, and referred to CXM during the course of this Agreement, remain customers of IB upon termination or cessation of this Agreement. However, no party to this agreement shall interfere with the customer's right to maintain his or her account with, or transfer his or her account to or from, CXM.

28. Term & Termination. The initial term ("Initial Term") of this Agreement shall be for a period of one (1) year commencing on the date that each of the parties shall have signed such counterparts and shall have notified the other party thereof (the "Effective Date"). Thereafter, the term of this Agreement automatically shall be extended for additional successive one-year periods unless terminated in accordance with conditions set forth in clause 28 of this Agreement.

This Agreement may be terminated in no manner other than the following:

- a) By CXM any time, with or without cause, upon written notice of termination given to the other party.
- b) By CXM effective immediately upon giving notice of termination if any representation or warranty of IB contained herein is untrue in any material respect.
- c) By CXM automatically, immediately and without notice upon IB:
 - i. Being no longer registered with the appropriate regulatory bodies in the capacities required pursuant to this Agreement or by law; or
 - ii. Ceasing to conduct business substantially as presently conducted; or
 - iii. Becoming insolvent, making an assignment for the benefit of the IB's creditors, being unable to meet IB's debts as they mature or making an admission in writing to that effect, filing or suffering to be filed against IB any petition under any provision of any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt or similar law or statute and in the case of a petition filed against IB, such petition shall continue undisposed for a period of thirty (30) days.

Upon termination or expiration of this Agreement, the IB shall have no further right to use the CXM name or mark in any manner or any of CXM's proprietary or marketing materials. Any such marks or materials must be immediately removed.

29. Alienation. The rights granted hereunder to IB are not assignable, and shall not be assigned, to any other party. CXM may assign this Agreement with prior written notice to the IB.

30. Arbitration. Any dispute, claim or controversy between IB, on one hand, and CXM and/or its officers, directors, agents or employees, on the other hand, arising out of or relating to this Agreement shall be resolved by binding

arbitration. Any dispute between the IB and CXM shall be resolved by the International Centre for Dispute Resolution (“ICDR”), in accordance with the International Arbitration Rules in effect at the time such arbitration is commenced. The award in such arbitration proceeding shall be final and binding, and may be entered in any court having jurisdiction thereof. IB and CXM agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. All statutes of limitations applicable to any dispute apply to any arbitration between IB and CXM. The provisions of this Arbitration Agreement shall survive termination, amendment or expiration this Agreement or any other relationship between IB and CXM. CXM may require the submission of the dispute to binding arbitration at any reasonable time, notwithstanding that a lawsuit or other proceeding has been commenced. IB shall not be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or of a private attorney general. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or result of any arbitration hereunder without prior written consent of both parties. The award shall be made within nine months of the filing of the notice of intention to arbitrate (demand), and the arbitrator(s) shall agree to comply with this Exhibit before accepting appointment. However, this time limit may be extended by agreement of CXM or by arbitrator(s) if necessary. IB shall pay any incremental fees that may be assessed.

31. Amendments. CXM may amend, change, revise, add or modify this Agreement or any part thereof at any time. IB understands that this Agreement cannot be modified by any verbal statements or written amendments that IB seeks to make to the Agreement without written acceptance from CXM.

32. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Mauritius, without regard to laws that would otherwise apply under applicable choice of law principles. For purposes of any action or proceeding involving any matter arising out of or relating to this Agreement, each party hereby expressly consents and submits to the jurisdiction of all courts located in the Republic of Mauritius, hereby waiving any objection to the convenience or propriety of venue therein.

33. . IB Commissions. In compensation for its services, CXM agrees to collect and remit to IB the commissions charged by IB to each referred counterparty, if any, and such referral fees.

Such commission fees shall be paid with respect to each referred counterparty as specified in section 34 based upon the understanding that IB will use commercially reasonable efforts to promote CXM services. IB understands and acknowledges that CXM shall disclose in writing to each referred client the fact that CXM is compensating IB. Upon request, the amount of compensation and the identity of IB will be disclosed to the Referred Client.

The commission fees set forth in section 34 shall be payable for so long as the referred counterparty maintains its trading account, except if (i) this Agreement is terminated in accordance with Section 28; or (ii) CXM reasonably determines that such payment would violate any laws or rules to which CXM or IB is subject; or (iii) CXM deems it necessary to withhold the commission fees for reasons arising from, but not limited to, customer complaints, any governing body investigation or complaint, or any legal issue; provided that if CXM withholds any Commission Fees pursuant to either subsection (ii) or (iii) herein, prompt written notice shall be provided to IB stating the amount of Commission Fees withheld and the reasons for such withholding if legally permitted to disclose to IB.

In the event of any misstatement or inaccuracy relating to the payment of the Commission Fees, including but not limited to: (i) due to the unilateral mistake on the part of CXM; (ii) mutual mistake on the part of CXM and the IB; or (iii)

clerical error; then in such event CXM shall adjust the IB's merchant account with CXM in order to correct such misstatement or inaccuracy, as CXM may deem necessary to remedy said inaccuracy or mistake. Upon any such adjustment, CXM will send prompt written notice to IB stating the adjustment amount and the reasons for such adjustment. IB agrees to make commercially reasonable efforts to cooperate and to take reasonable actions as deemed necessary by the IB to remedy said inaccuracy or mistakes.

34. Fees.

34.1 Superseding Clause. This provision shall supersede and replace any prior fee schedule and/or arrangement entered into between the Parties in connection with the receipt and or provision of services under the Agreement. Where any provision of this provision conflicts with any provision in the main body of the Agreement, the terms of this provision shall prevail.

34.2 Definitions. The following terms shall have the meanings provided below:

34.3 Group Company: any subsidiary or holding company of CXM or a subsidiary of the holding company of CXM or any of its associated/affiliated companies;

34.4 Solely for IB's client's trading activity:

a) Spread Markup: In exchange for the services provided by CXM to the IB under the Agreement, CXM shall pay to IB a fee equal to the Spread Rebate referenced on the account.

b) Commission: In exchange for the services provided by CXM to the IB under the agreement.

34.5 Monitoring. CXM and IB shall each monitor the IB's Clients Net Trading Activity and settle any payments owed to the other quarterly. Where CXM is required to make a payment to the IB under the provision of clause 34(B), it shall do so within thirty (60) calendar days from the end of the relevant quarter. Where CXM is required to make a payment to IB under the provisions of clause 34(A) above, it shall do so within thirty (60) calendar days from the end of the relevant quarter.

34.6 Breach. In the event the IB breaches any of the provisions in this section, CXM shall have the right to liquidate any or all of the IB's Client(s) then open positions and/or apply any amounts that the IB has on deposit with CXM or standing to its credit against any amount owed by IB to CXM.

35. Set-Off and Pledge. IB hereby pledges all equity in any accounts it maintains with CXM or any of its Group Companies to satisfy any amount owed to CXM or any of its Group Companies. Additionally, CXM and each and every of its Group Companies shall have the right to liquidate any and/or all positions the IB may have open from time to time in any account with CXM or any of its Group Companies, and to set-off the proceeds therefrom against any amount owed by the IB to CXM and/or any of its Group Companies. CXM and each of its Group Companies shall have a general right of set-off against any account that the IB may have an interest in with CXM and/or any of its Group Companies.

35.1 CXM and each of its Group Companies reserve the right to take any action pursuant to this provision in its/their sole discretion, with or without notice, at any time and without the requirement of satisfaction of any prerequisites.

35.2 The rights and remedies of CXM and each of its Group Companies provided in this provision shall be in addition to, and not in limitation or exclusion of, any other rights or remedies the CXM and/or any of its Group Companies may have from time to time.

36. Interpretation. The use of singular terms herein shall also include the plural of such term and the use of a plural term herein shall also include the singular of such term unless the context clearly requires a different connotation.

37. Force Majeure. Any delay or failure of performance by CXM will not be considered a breach and will be excused to the extent caused by any event beyond reasonable control of CXM, including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or internet or network provider services, power outages and government restrictions.

38. Entire Agreement. This Agreement (including all executed amendments and attachments hereto) represents the entire agreement by and between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any.

On Behalf of the Introducing Broker

IB Company Name

Authorized Representative

Title

Signature

Date

