



GLOBAL PRIME

Introducing Broker Agreement

Global Prime FX Ltd (Company Number 8412189-1)

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Details of this Agreement

Date of the Agreement:

This Agreement is made on date of Partner registration as recorded in Partner account at <https://primepartners.globalprime.com/>

Parties to the Agreement:

Global Prime FX Ltd is a registered Seychelles company (Company Number 8412189-1) whose registered office is CT House Office 9A Providence Mahe, Seychelles.

(Global Prime FX)

Individual or Entity recorded at <https://primepartners.globalprime.com/> (Partner)

Introduction to the Agreement

- A.** Global Prime FX is an issuer of, and deals in, over-the-counter Derivative and Foreign Exchange products.
- B.** Global Prime FX holds a Securities Dealers Licence SD057 issued by the Financial Services Authority, Seychelles under the laws of Seychelles
- C.** The Partner wishes to refer its Clients to Global Prime FX in Seychelles and to obtain from Global Prime FX for those Clients execution and other services relating to transactions in Global Prime FX Products.
- D.** Global Prime FX wishes to use the services of the Partner to offer its products to Clients of the Partner, subject to the terms and conditions of this Agreement.

The parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires or implies, the following expressions have the meanings set opposite each of them:

Account:	an account opened by a Client with Global Prime;
Affiliates:	(a) a person who is an officer, employee, agent, representative or associate of a party; (b) a Group Company of a party; (c) a person who is an officer, employee, agent, representative or associate of a Group Company of a party;
Agreement:	this Agreement as supplemented, amended or varied from time to time;
Applicable Law:	means, in relation to a matter, all laws, legislation, regulation and subsidiary regulation, instruments and orders of a Government Agency (or any other regulatory authority) or of a court, rules and procedures of a financial market or a clearing facility which apply to the relevant matter including for example, and without limitation, the financial products law and regulations made pursuant to the financial products law;
Application to Open an Account:	Global Prime FX's account opening form for Clients in force from time to time;
Authorised Representative:	the representative appointed by a person or deemed by law to be appointed;
Business Day:	a day the banks are open for general banking business in Sydney, other than a Saturday, Sunday or public holiday;
Client Account:	an account opened by a Client with Global Prime FX;
Client Agreement:	the agreement between a Client and Global Prime FX under which Global Prime FX deals in the Global Prime FX Products, as amended from time to time;
Client:	a prospective Client of the Partner or an Introduced Client;

Commencement Date:	the Registration Date of a Partner account at https://primepartners.globalprime.com/
Contract Period:	the period commencing on the Commencement Date and continuing for the Initial Term and thereafter until terminated in accordance with this Agreement;
Derivative:	subject to any meaning in the Applicable Law, a contract whose settlement obligations are derived by reference to an underlying reference item of any kind, including without limitation an index, security, financial product, digital currency or asset, bullion or commodity;
Dollars, \$A and \$:	the lawful currency of the Commonwealth of Australia;
Force Majeure:	any cause beyond a party's reasonable control including without limitation, acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, restrictions or prohibitions of any government or semi-government authority;
Foreign Exchange	subject to any meaning in the Applicable Law, a contract for the exchange of different currencies (whether physically settled or not, and with any other terms);
Global Prime FX Products:	<p>(a) over-the counter contracts for Foreign Exchange; and</p> <p>(b) any other derivative product or financial instrument which Global Prime FX is authorised to offer to Clients from time to time and which Global Prime FX agrees to offer to Clients;</p>
Global Prime FX Services:	the services to be provided by Global Prime FX to the Partner under this Agreement and referred to in clause 5;
Global Prime FX's Intellectual Property:	<p>all of Global Prime FX's and Global Prime FX's Affiliates' Intellectual Property Rights, including:</p> <p>(a) the domain name <www.globalprime.com></p> <p>(b) all goodwill in the name "Global Prime FX" and such other names used or registered by Global Prime FX;</p> <p>(c) all Intellectual Property Rights arising out of, or in connection with, Global Prime FX performing the Global Prime FX Services;</p> <p>(d) all Intellectual Property Rights arising out of, or in connection with, the System and the Global Prime FX Products;</p>

Government Agency:	a government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law;
Group Company:	any Related Body Corporate of the Partner or of Global Prime FX, as the case requires;
Initial Term:	the initial term specified in item 4 of the Schedule;
Insolvency Event:	<p>an event which occurs when:</p> <ul style="list-style-type: none"> (a) an order is made that a body corporate be wound up; (b) an application is made to a court for an order: <ul style="list-style-type: none"> (i) that a body corporate be wound up; (ii) appointing a liquidator or provisional liquidator for a body corporate; (c) a liquidator, provisional liquidator or controller is appointed to a body corporate; (d) a resolution is passed to appoint an administrator to a body corporate; (e) a body corporate passes a resolution or gives notice of its intention to pass a resolution to wind itself up; (f) a body corporate enters into a deed of company arrangement or proposes a reorganisation, moratorium or other administration involving all or any of its creditors; (g) a body corporate is dissolved or wound up in any other way; (h) a body corporate is or states that it is unable to pay its debts when they fall due; (i) a body corporate is or states that it is insolvent; (j) a body corporate seeks or obtains protection from any of its creditors under any legislation; (k) an individual becomes insolvent or commits an act of bankruptcy or his or her estate comes within the law dealing with bankrupts; (l) if execution is levied against the business or property of a person for more than \$20,000.00; <p>any other event having substantially the same legal effect as the events specified in this definition;</p>
Intellectual Property:	<p>all and any business names, copyrights, patents, patent applications, trade marks, service marks, trade names, emblems logos, domain names, internet addresses, email addresses, designs, trade secrets, drawings, discoveries, inventions, improvements, technical data, formulae, computer programs, data bases, processes and methodologies owned or used, including:</p> <ul style="list-style-type: none"> (a) know-how; (b) the right to apply for registration of such industrial, commercial, monopoly and intellectual property rights and includes all renewals and extensions; and

	(c) all rights and licence to use any industrial, commercial, monopoly and intellectual property rights;
Partner Fee:	the fee payable under clause 7.1 and as specified in item 0 of the Schedule, as amended from time in writing by mutual agreement of the parties;
PDS:	the current product disclosure statement prepared by Global Prime FX in accordance with the Applicable Law;
Privacy Law:	the Privacy Law applicable to Global Prime FX from time to time;
Procedures:	any written procedures established by Global Prime FX from time to time in relation to the Specified Introductory Services and the activities of the Partner, including all relevant Global Prime FX compliance manuals;
Promotional Material:	All written information or other material, including electronic material, to be circulated by the Partner, which relates to or mentions Global Prime FX;
Regulatory Request:	has the meaning given to that term in clause 3.8;
Related Body Corporate:	a body corporate which is deemed by Applicable Law to be related, including by way of control or by having the same holding company;
Representatives:	Global Prime FX's representatives as set out in item 0 of the Schedule, and includes such other person or persons nominated by Global Prime FX from time to time;
Schedule:	the Schedule of this Agreement (as amended from time to time);
Specified Introductory Services:	the services to be provided to Global Prime FX by the Partner as contemplated by this Agreement;
Statement of Account:	the monthly record of Transactions entered into between Global Prime FX and the Client and the confirmation of the Client's balances held with Global Prime FX;
Subject Documents:	has the meaning given to that term in clause 3.8(b);
System:	the electronic platform comprising trade, routing, middle office and back end systems required to effect a Transaction;

Term:	the period commencing on the Commencement Date and continuing until terminated in accordance with this Agreement;
Trade:	a transaction between Global Prime FX and the Client in a Global Prime FX Product;
Transaction Confirmation:	a written or electronic confirmation of a Transaction issued or made available by Global Prime FX to the Client;
Transaction Documents:	<p>the following documents, as amended from time to time:</p> <ul style="list-style-type: none"> (a) the Client Agreement; (b) the PDS; (c) any other documentation prescribed by Global Prime FX from time to time; and (d) any other documents required by any Applicable Law to be given to the Client, including any additional disclosure documents.
Transaction:	the purchase, sale, opening or closing of a Global Prime FX Product (whether by Client or by Global Prime FX, or both);

1.2 Interpretation

In this Agreement:

- (a) headings and boldings are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (e) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (f) a reference to any thing (including, but not limited to, any right) includes a part of that thing but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any annexure, exhibit and schedule;
- (h) a reference to a statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- (i) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (j) a reference to a party to a document includes that party's successors and permitted assignees;
- (k) a reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (l) a reference to an asset includes all property of any nature, including, but not limited to, a business, and all rights, revenues and benefits;
- (m) a reference to a document includes any agreement in writing and any certificate, notice, instrument or other document of any kind;
- (n) the words "includes", "including", "for example" or "such as" when introducing a list of items do not exclude a reference to other items, whether of the same class or genus or not;
- (o) a reference to a body, other than a party to this Agreement (including, without limitation, an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or

- (ii) whose powers or functions are transferred to another body;

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2. INTRODUCTION OF CLIENTS

2.1 Referral of Clients

- (a) The Partner agrees to refer Clients to Global Prime FX for the purposes of, and to enable Clients to deal in, the Global Prime FX Products, for the Contract Period and on the terms and conditions of this Agreement.
- (b) Global Prime FX has no obligation to accept a Client introduced or referred to it by the Partner.
- (c) The Partner has no authority to bind Global Prime FX (or any of its Affiliates) in any way and will not provide any representations or inferences to prospective Clients or other persons regarding Global Prime FX (or any of its Affiliates) unless expressly authorised herein or otherwise in writing by Global Prime FX.

3. PARTNER DUTIES AND PERFORMANCE

3.1 Scope of Authority

- (a) The Partner must provide the Specified Introductory Services in accordance with the Procedures and within any limits imposed by Global Prime FX from time to time.
- (b) The Partner must ensure that no financial product advice or service is provided to Clients of any nature unless they are authorised to do so in their own right. If the Partner is not authorised to provide financial product advice or services, they must limit communications to the provision of Global Prime FX documentation together with only factual information regarding Global Prime FX and their contact details.
- (c) Once a Client executes Global Prime FX's client documentation, all interactions and dealings with the Client after that must be undertaken by Global Prime FX as they relate to financial services provided.

3.2 Report to Global Prime FX's Representative

The Partner will report directly and exclusively to Global Prime FX's Representative or any other person as Global Prime FX's Representative may direct, in relation to the Specified Introductory Services.

3.3 Compliance with Directions

The Partner must comply with all lawful directions given to it through:

- (a) Global Prime FX's Representative; and
- (b) any person duly authorised by Global Prime FX's Representative,

in relation to the Specified Introductory Services.

3.4 Marketing

The Partner must not without the prior written consent of Global Prime FX's Representative:

- (a) circulate written information or make available any other written material, including any newspaper or magazine advertisement, sales literature or marketing material, in relation to Global Prime FX;
- (b) use the letterhead or logo of Global Prime FX or in any other manner make any reference to Global Prime FX on the Partner's own letterhead;
- (c) use Global Prime FX's Intellectual Property;
- (d) make or purport to make any representation on behalf of Global Prime FX (or any of its Affiliates);
- (e) provide information of any kind relating to Global Prime FX (or any of its Affiliates) to the press by way of interviews, press releases or otherwise.

3.5 Promotional Material

- (a) During the Term, the Partner must provide Global Prime FX with drafts of all written information, advertisements and other material, including electronic material, to be circulated by it, and which relates to or mentions Global Prime FX ("Promotional Material"), prior to the proposed date of publication and must not release or cause the Promotional Material to be published or distributed until written approval is obtained from Global Prime FX's Representative.
- (b) Global Prime FX may at any time to withdraw its approval of Promotional Material.
- (c) If Global Prime FX withdraws its approval in accordance with clause 3.5(b) the Partner undertakes to immediately stop distributing such Promotional Material.

3.6 Press Enquiries

The Partner must not respond on behalf of Global Prime FX to any enquiries or requests for information received from the press relating to Global Prime FX (or any of its Affiliates) and must, unless from time to time notified otherwise by Global Prime FX in writing, decline to answer and refer all such enquiries and requests to Global Prime FX.

3.7 Specific Duties of Partner

The Partner must:

- (a) carry out the Specified Introductory Services honestly, professionally and with due care and skill;
- (b) maintain proper business records regarding the provision of the Specified Introductory Services and permit Global Prime FX to inspect such business records at all reasonable times upon receiving reasonable notice from Global Prime FX;
- (c) disclose to each Client to whom Specified Introductory Services are provided the fees that the Partner is entitled to receive from Global Prime FX arising

out of or in connection with the provision of the Specified Introductory Services;

- (d) upon being notified by Global Prime FX that it has terminated this Agreement, immediately stop providing any Specified Introductory Services; and
- (e) comply with all Applicable Laws when performing the Specified Introductory Services including all disclosure requirements and appropriate risk warnings, including advising the Client to seek independent financial advice where appropriate.
- (f) not misrepresent any information provided by Global Prime FX or its officers, staff, Affiliates or Representatives;
- (g) if the Partner is aware that it:
 - (i) has a direct or indirect interest; or
 - (ii) holds any office or possesses any property,
 - (iii) that may directly or indirectly create a conflict with the Partner's duties or responsibilities;

declare the fact and the nature, character and extent of its interest or the conflict or potential conflict to Global Prime FX as soon as practicable after becoming aware of the conflict of interest;

- (h) if Partner engages in other business activities during the Term in carrying on the Partner's business, not do so in a manner which conflicts with the interests of Global Prime FX or its clients, or its ability to perform the services to the satisfaction of Global Prime FX; and
- (i) If there is any risk of a conflict of interest occurring, immediately notify Global Prime FX in accordance with clause 3.7(g) and seek Global Prime FX's written consent to engage or continue in the business or engagement which is creating the conflict of interest (which Global Prime FX will not unreasonably withhold, subject always to the best interests of Clients).

If the Partner has a direct or indirect conflict of interest (permitted or not), the best interests of the Partner's Client will prevail.

3.8 Duties in Relation to Regulatory Request

- (a) Upon receipt of any communication issued by or on behalf of any other Government Agency or self-regulatory agency to the Partner, concerning any (formal or informal) enquiry, investigation, examination or enforcement or disciplinary proceeding related to the Partner, any Client of Global Prime FX or Global Prime FX ("Regulatory Request"), the Partner must give a copy of the communication promptly to Global Prime FX.
- (b) To the extent permitted by law, the parties must assist each other in addressing any Regulatory Request by providing, immediately following receipt of a request in writing in that regard, a true copy of any and all correspondence, file notes, memoranda or any other communication, notation or other written, electronic or recorded instrument in relation to the subject matter of the Regulatory Request in the possession of the Partner ("Subject Documents").

- (c) If any Subject Documents are in the possession of a third party, the Partner must use its best efforts to obtain the Subject Documents and immediately deliver them to Global Prime FX.
- (d) If, despite the best efforts of the Partner, a third party declines to hand-over the Subject Documents in its possession to the Partner, the Partner must advise Global Prime FX in writing of such refusal and must provide the name and address of the third party to Global Prime FX, whereupon Global Prime FX may, in its absolute discretion, elect to directly contact such third party for the purpose of obtaining the Subject Documents.

3.9 Duties in Relation to Licensing

- (a) The Partner must ensure that it is always appropriately licensed for the Specified Introductory Services provided to Global Prime FX, including:
 - (i) provide factual advice;
 - (ii) provide financial product advice; and
 - (iii) provide dealing services.
- (b) The Partner is responsible for obtaining independent legal adviser in relation to the appropriate licensing required for the Specified Introductory Services.

4. DUTIES OF THE PARTNER WITH RESPECT TO CLIENTS

4.1 Duties in relation to Clients

In addition to all other obligations imposed by this Agreement, Partner is responsible for the following.

- (a) If required by Global Prime FX and subject to all applicable privacy and data protection laws in the relevant jurisdictions, the Partner must obtain and maintain a permanent record of all relevant facts about every Client (including the true name and address, principal occupation or business and financial condition of such Client), every account and every person holding power of attorney over any account or guaranteeing any Account and provide a copy of that to Global Prime FX. The Partner must also maintain the name of the person who solicited and is responsible for each Client.
- (b) If required by Global Prime FX, the Partner must explain in writing, by electronic mail or otherwise as required by Global Prime FX, to Clients, in a form and substance approved by Global Prime FX, the relationship between the Partner and Global Prime FX including, the fact:
 - (i) that Global Prime FX and the Partner are separate business entities and are not affiliated in any way;
 - (ii) that the Partner is not the agent of that Global Prime FX;
 - (iii) that Global Prime FX will execute transactions for Clients solely as principal and that Global Prime FX will deal on an execution only basis and will not provide or be under any obligation to provide "best

execution" or any general or personal financial advice on the merits of any Transaction;

- (iv) that Global Prime FX is not the agent of or acting on behalf of any Affiliate;
- (v) that the Partner does not give any financial advice;
- (vi) that the Transaction Documents do not constitute a recommendation or opinion that Global Prime FX Products are appropriate for the Client;
- (vii) that to the extent the Partner provides a Client with advice in respect of the Global Prime FX Products or particular trading advice, such advice or opinions are rendered by the Partner without the consultation, knowledge or approval of Global Prime FX.

4.2 Client Moneys

- (a) The Partner must not accept any money, securities or other property (or extend credit) to margin, guarantee or secure any Transaction. Any moneys received from Clients that are payable to Global Prime FX must be transmitted directly to Global Prime FX on the same day upon which they are received by the Partner.
- (b) For the avoidance of doubt, the Partner must not give instructions to transfer funds out of the Client's account and Global Prime FX will not be obliged to comply with any such instructions unless specifically authorised by the Client to do so.

4.3 Clients from Prohibited Jurisdictions

The Partner must not accept, provide services to, distribute any promotional or marketing material or make any representations as to Global Prime FX's products and services to any Clients from any jurisdictions where it is not lawful to do so.

4.4 Assist Global Prime FX in respect of Clients

In addition to its other obligations under this Agreement, the Partner must co-operate with Global Prime FX and provide to Global Prime FX with all information, assistance and support required by Global Prime FX on a timely basis to enable Global Prime FX:

- (a) to prepare any documents, including any disclosure documents that are to be provided to Clients;
- (b) to offer the Global Prime FX Products to Clients.

5. PROVISION OF SERVICES BY GLOBAL PRIME FX

5.1 Global Prime FX Services

Subject to the terms and conditions of this Agreement and to Global Prime FX's Transaction Documents, and in consideration of the Partner providing the Specified Introductory Services to Global Prime FX, Global Prime FX will provide the Global Prime FX Services to the Partner, including undertaking Transactions with the

Clients.

5.2 Services Provided on a Non-Exclusive Basis

The services to be provided by Global Prime FX as contemplated by this Agreement are provided to the Partner and Clients on a non-exclusive basis and Global Prime FX has the right to enter into similar introducing agreements with other parties of its choosing, without reference to, or the need to obtain the consent of, the Partner.

5.3 Services to Clients

Global Prime FX must perform the following services, subject always to Global Prime FX's Transaction Documents and the Applicable Law:

- (a) accept instructions from the Client;
- (b) prepare and transmit by electronic mail and/or send by post Transaction Confirmations and daily Statements of Account to the Clients and engage in all administrative functions for the Client Accounts,

provided:

- (a) the Client has completed and signed the relevant Application to Open an Account;
- (b) the Client has executed the Client Agreement.

5.4 Global Prime FX to Deal Directly with the Client

- (a) Global Prime FX will communicate requests for security, collateral and margin directly to the Client, with a copy to the Partner, if required by the Partner.
- (b) All Transactions will be concluded directly between Global Prime FX and the Clients.
- (c) The Partner is not granted authority to conclude any Transaction with the Clients on behalf of Global Prime FX.
- (d) Global Prime FX may take any action it deems necessary and proper on behalf of any Client's account, without any notice to the Partner, at Global Prime FX's sole discretion and judgment, for the protection of the Client's account.
- (e) Global Prime FX may take any action it is authorised to take under the Global Prime FX Client Agreement in respect of any Client's account, without any notice to the Partner, at Global Prime FX's sole discretion and judgment, for the protection of Global Prime FX's interests and rights.

5.5 Global Prime FX's Discretion

- (a) Global Prime FX may in its absolute discretion:
 - (i) reject any prospective Client; or
 - (ii) refuse to deal with a Client; or
 - (iii) terminate any agreement it has with a Client.

- (b) Subject to any Applicable Law, Global Prime FX will notify the Partner in writing on the occurrence of any of events specified in clause 5.5(a).

5.6 Statement of Account

Global Prime FX must prepare and send to the Partner within 15 Business Days of the end of a month, a Statement of Account in relation to that month.

5.7 Past Performance

Global Prime FX does not guarantee that past performance of any of the Global Prime FX Products is indicative of future results.

6. TERM OF AGREEMENT

6.1 Initial Term

- (a) This Agreement commences upon the Commencement Date and continues for the Initial Term unless earlier terminated in accordance with the terms and conditions of this Agreement.
- (b) After the expiry of the Initial Term, either party may terminate this Agreement by giving not less than 1 month's written notice to the other party.

6.2 Termination by either party

Either party may terminate this Agreement with immediate effect by notice in writing on the occurrence of any or all of the following events:

- (a) if the other party commits a breach of its obligations under this Agreement and if capable of remedy, its fails to remedy the breach within 30 days' notice in writing requiring it to do so; or
- (b) an Insolvency Event occurs in relation to the other party.

6.3 Termination by Global Prime FX

Global Prime FX may terminate this Agreement with immediate effect if:

- (a) the Partner is persistently in default in the performance or observance of any obligation on its part arising under this Agreement;
- (b) the Partner or any of its officers, agents or employees are charged with any criminal offence which in the reasonable opinion of Global Prime FX brings the Partner or Global Prime FX or its Affiliates into serious disrepute;
- (c) the Partner or any of its officers, agents or employees are charged or investigated by a Government Agency in respect of any dealing in securities, derivatives or any other financial products or for any tax matter;
- (d) the Partner purportedly assigns this Agreement in breach of clause 17;
- (e) the Partner or any of its Affiliates does or states anything which may objectively be considered to be harmful to the reputation or interests of Global Prime FX (or its Affiliates) or which may objectively be considered likely to lead any person to reduce their level of business with Global Prime

FX;

- (f) the Partner or any of its Affiliates does not pass the due diligence checks conducted by Global Prime FX from time to time.

7. FEES AND EXPENSES

7.1 Partner Fees

- (a) Global Prime FX will pay the Partner a fee in respect of the Introduced Clients in accordance with the Schedule attached hereto (up until the date of termination of this Agreement) (the “Partner Fee”).
- (b) The Partner Fee will be calculated after deduction of Global Prime FX’s costs of execution and clearing, including bad/doubtful debts, collection and legal costs incurred as a result of the transactions.
- (c) No Partner Fee is payable by Global Prime FX in respect of any client who is an existing client of Global Prime FX at the time of the referral.
- (d) No Partner Fee (or portion thereof) is payable by Global Prime FX if the client directs Global Prime FX to pay all or part of fee revenue to another Partner.
- (e) The Partner Fee may be adjusted *pro rata* at the discretion of Global Prime FX if the Client is under multiple referrers.
- (f) Global Prime FX’s obligation to pay the Partner the Partner Fee in respect of Introduced Clients ceases on the date of termination of this Agreement.

8. INTERRELATIONSHIP BETWEEN GLOBAL PRIME FX, THE PARTNER AND CLIENTS

- (a) The relationship between Global Prime FX and Clients is regulated by the Client Agreement only and the Partner has no rights in connection with or in relation to the Client Agreement and must not in any way, save as permitted by this Agreement, interfere with the Client Agreement or its operation whether such interference is lawful or otherwise.
- (b) Global Prime FX is under no obligation to accept instructions from any Client or from the Partner on behalf of any Client otherwise than as provided in the Client Agreement and any discretionary powers or rights of Global Prime FX under the Client Agreement in relation to Trades applies to any Trades undertaken with Clients in connection with or arising from this Agreement.
- (c) Global Prime FX may provide, or cause to be provided, to each Client upon the opening of a Client Account or at any time thereafter, notice of the existence of this Agreement or of any of its terms or its relationship with the Partner and its fee arrangements with the Partner, whether such disclosure is required under the Client Agreement or by law or regulation or not.
- (d) Global Prime FX will not accept any instructions from any Client unless and until (among anything else required by Global Prime FX) the Client has executed and there has been returned to Global Prime FX a duly executed

Client Agreement (without amendment).

- (e) Global Prime FX will not accept any instructions from the Partner on behalf of any Client unless and until:
 - (i) the Partner is duly authorised to provide such instructions under a subsisting power of attorney;
- (f) the Partner has provided Global Prime FX with a certified true copy of such subsisting power of attorney.

9. RELATIONSHIP BETWEEN PARTIES

9.1 Supervision

Global Prime FX and the Partner will, independently of one another, supervise the activities and training of their respective officers, employees and agents in the performance of their functions, and neither will be responsible for the other's officers, employees and agents.

9.2 Assistance to comply with Applicable Law

If Global Prime FX or the Partner or their Affiliates are required by any Applicable Law to obtain or disclose any information each of them must use all reasonable endeavours to assist the other to comply under any Applicable Law with their respective obligations.

9.3 Liability

The Partner must not and has no power or authority to incur any liability on behalf of Global Prime FX or its Affiliates or in any way to pledge the credit of Global Prime FX or its Affiliates or accept or make any contract binding upon Global Prime FX or its Affiliates or give or make any undertaking, warranty or representation on their behalf.

9.4 No partnership, etc.

The relationship of the Partner and Global Prime FX is that of independent contractor and nothing in this Agreement:

- (a) creates or will be deemed to create a partnership, a joint venture, the relationship of principal and agent or employee and employer or any other relationship as between the Partner and Global Prime FX or its Affiliates;
- (b) authorises the Partner to act, or to enter into any contract or other agreement, on behalf of, or bind Global Prime FX except as otherwise expressly provided in this Agreement;
- (c) infers that Global Prime FX has appointed, or will appoint the Partner as its Authorised Representative nor does it permit the Partner to make such representations to third parties or Clients at any time; or
- (d) infers that any Affiliate of Global Prime FX has appointed, or will appoint the Partner as its Authorised Representative nor does it permit the Partner to make such representations to third parties or Clients at any time.

10. COMPLAINTS

The Partner must promptly notify Global Prime FX in writing of any Client complaints, disputes and lawsuits and make available to Global Prime FX all written communications, notices, and any other documents issued or received with respect to such complaints.

11. INTELLECTUAL PROPERTY

- (a) Nothing in this Agreement confers upon the Partner any right, title or interest in the Intellectual Property of Global Prime FX, including but not limited to, trademarks, logos, copyrights, trade names or designations.
- (b) Global Prime FX is under no obligation to disclose any of its Intellectual Property to the Partner or their Clients.
- (c) The Partner undertakes not to cause or permit actions which may endanger or damage any Intellectual Property rights of Global Prime FX. The Partner undertakes to notify Global Prime if it suspects any infringement of such rights. If such rights are damaged due to a violation of this Agreement, the Partner is liable for any loss suffered by Global Prime FX on a full indemnity basis.

12. TAXES

- (a) The Partner is an independent contractor and as such is liable for any taxes, insurance contributions or any other assessments incurred by it in the course of its business generally and in relation to this Agreement, including on any fees or other payments owing by Global Prime FX to the Partner.
- (b) The Partner agrees and undertakes to continuously indemnify Global Prime FX for any and all taxes, assessments and charges levied upon Global Prime FX or its Affiliates in connection with the provision by Global Prime FX of the services as contemplated by this Agreement, except for taxes levied upon Global Prime FX in relation to its overall income.

13. WARRANTIES DISCLAIMED AND EXCLUDED

- (a) All warranties, express and implied as to the description, quality, performance or fitness for the purposes of the Partner or any Client of the System or any component of the System, Global Prime FX Services are disclaimed and excluded.
- (b) Global Prime FX do not undertake, warrant or forecast that the System and Global Prime FX Services or any component of the System or that Global Prime FX Services will meet the requirements of the Partner or any Client, or that the operation of the System and Global Prime FX Services will be uninterrupted, error-free and free of any viruses or bugs.
- (c) To the extent permissible by Applicable Law, if any such Applicable law implies in this Agreement any term, condition or warranty, and makes void or prohibits excluding or modifying the application of or exercise of, or liability

under such term, condition or warranty, such term, condition or warranty will be deemed to be included in this Agreement; however (and to the extent permitted by Applicable Law), the liability of Global Prime FX for any breach of such term, condition or warranty will be limited, at the option of Global Prime FX, to any one or more of the following:

- (i) if the breach relates to goods:
 - (A) the replacement of the goods or the supply of equivalent or similar goods,
 - (B) the repair of the goods,
 - (C) the payment of the cost of repairing the goods or of acquiring equivalent goods, or
 - (D) the payment of the cost of having the goods repaired; or
- (ii) if the breach relates to services:
 - (A) the supplying of the services again, or
 - (B) the payment of the cost of having the services supplied again.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION

14.1 Indemnity by Partner

- (a) The Partner agrees and undertakes to continuously indemnify Global Prime FX and its Affiliates (for each of whom Global Prime FX holds the benefit of this indemnity on trust, acknowledged by the Partner as being enforceable as against the Partner by Global Prime FX on behalf of as trustee for the Affiliate)) (each is an **Indemnified Person**), from and against any and all losses (including consequential losses), damages, and liabilities to which the Indemnified Person becomes subject at any time arising out of, or in connection, with:
 - (i) any:
 - (A) act or omission of the Partner (whether directly or indirectly) in connection with its relationship with Global Prime FX or any Client;
 - (B) act or omission by the Partner relating to (whether directly or indirectly) to any of the Partner's obligations under this Agreement,
 - (ii) any legal or administrative action brought by any person in any forum, including arbitration, reparations, exchange or self-regulatory proceedings, and Government Agency investigation, enquiries, examination, compulsory production of documents, books, information and statements, administrative actions and enforcement actions arising out of or concerning any one or more of the matters specified in clause 14.1(a)(i);

- (b) All costs and expenses incurred by Global Prime FX and any of its Affiliates arising out of, or in connection with, any matter described in clause 14.1(a) must be paid or reimbursed by the Partner, as required by the Global Prime FX promptly on demand including, including legal fees on a full indemnity basis and any other costs and expenses incurred in connection with:
 - (i) the investigation of, preparation for or defence of, any pending, threatened or actual litigation or claim or regulatory investigation, examination or enquiry within the terms of the indemnity set out in clause 14.1 or any matter incidental to such litigation, claim, investigation or enquiry, whether or not resulting in any liability;
 - (ii) the enforcement by Global Prime FX of its rights against the Client under the Transaction Documents.
- (c) Global Prime FX may deduct all amounts owing to it, or which it estimates may be owed to it, as a result of the operation of clause 14.1(a) from amounts payable to the Partner under clause 12, and the Partner must pay any remaining deficit to Global Prime FX upon demand.
- (d) Global Prime FX may enforce its rights under this clause 14.1 without first exhausting any rights Global Prime FX may have against third parties, including the Client.
- (e) Global Prime FX must promptly notify the Partner under clause 14.1(a) in writing of any matter in respect of which indemnity or reimbursement may be sought under clause 14.1(a).

14.2 Limitation of Liability

- (a) Except in respect of personal injury to, or death of, any person (for which no limit applies) neither party is liable for any loss or damage to the property of any employee, agent, or otherwise of the other party.
- (b) Subject to clause 14.2(c) and (d), in no event will Global Prime FX and its Affiliates be liable to the Partner or any Client for any losses (including consequential losses), damages, and liabilities caused by or arising from, whether directly or indirectly, any of the following:
 - (i) any failure by Global Prime FX to perform any of its obligations under this Agreement;
 - (ii) any malfunctions, failures or errors in programming in relation to the System; or
 - (iii) any delay, fault, failure in or loss of access to the Global Prime FX Services;
 - (iv) any failure, malfunction or defect of Global Prime FX's and its Affiliates' software, hardware, electronic or mechanical equipment, or telecommunication channels or connections; or
 - (v) any delay or failure by Global Prime FX or its operators in acting on an order or instruction from a Client;
 - (vi) the inaccuracy or incompleteness of any information provided by Global Prime FX, the Partner, the Client or any other third party;

- (vii) the provision, storage, relay or use of any information by Global Prime;
 - (viii) any delays, interruptions, errors or omissions in Global Prime FX collecting, recording, processing, storing or disseminating information;
 - (ix) any failure by the Partner to perform its obligations under this Agreement in whole or in part, or in a timely manner;
 - (x) any failure by Global Prime FX to make available information, materials, software, hardware, equipment and personnel as and when required under this Agreement;
 - (xi) any negligent or unlawful conduct by or on behalf of the Partner and its employees, representatives, agents or any contractors;
- (c) in no event will Global Prime FX be liable to the Partner for any loss of interest, revenue, profit, or data or for any consequential, indirect, incidental, special, punitive or exemplary damages suffered by the Partner arising from or in connection with this Agreement even if Global Prime FX has been advised of the possibility of such loss or damage.
- (d) in no event will Global Prime FX be held responsible for any trading losses suffered by Clients in connection with dealing in the Global Prime FX Products.

14.3 14.3 Legal Actions

If any action or proceeding is brought by or against any party, the parties must cooperate to the fullest extent possible in the defence or prosecution of such action or proceeding.

15. FORCE MAJEURE

15.1 Failure to perform

- (a) No party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure (other than obligations in relation to the payment of monies accruing prior to Force Majeure).
- (b) If a delay or failure of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.
- (c) If a delay or failure by a party to perform its obligations due to Force Majeure exceeds 5 Business Days, either party may immediately terminate the Agreement on providing notice in writing to the other party.

15.2 Notice

Any party who is, by reason of Force Majeure, unable to perform any obligation or condition under this Agreement must notify the other party as soon as possible specifying:

- (a) the cause and extent of such non-performance;
- (b) the date of commencement of non-performance; and
- (c) the means proposed to be adopted to remedy or abate the Force Majeure.

15.3 Remediating Force Majeure

A party who is, by reason of Force Majeure, unable to perform any obligation or condition under this Agreement must:

- (a) use all commercially reasonable endeavours to remedy or abate the Force Majeure as quickly as possible;
- (b) resume performance as quickly as possible after cessation of the Force Majeure; and
- (c) notify each party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur.

15.4 Non-performance

- (a) Subject to any other termination provisions a non-performance by either of the parties of any obligation or condition under this Agreement will be excused during the time and to the extent that such performance is prevented, wholly or in part, by an event of Force Majeure of which notice has been given under clause 15.2.
- (b) The period of time during which performance of any obligation or condition is prevented by Force Majeure will be added to the time provided in this Agreement for performance of that obligation or condition and to the time required for the performance of any act dependent that obligation or condition.
- (c) A party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this Agreement to be performed will not be liable to any other party for damages of any kind arising out of, or in any way connected with, that non-performance.

16. WARRANTIES

16.1 Warranties

The Partner gives the warranties in clause 16.4 in favour of Global Prime FX:

- (a) as at the date of this Agreement; and
- (b) during the term of this Agreement.

16.2 Independent Warranties

Each warranty in this clause 16 is to be construed independently and is not limited by reference to any other warranty.

16.3 Indemnity

The Partner must continuously indemnify Global Prime FX from and against any and

all claims, actions, damages, losses (including consequential loss), claims, actions, damages, losses (including consequential loss), liability cost, charge, expense, outgoing or payment which Global Prime FX pays, suffers, incurs or is liable for, including legal fees on a full indemnity basis by reason of any matter or thing in respect of any matter or thing being other than as represented or warranted in clause 16.

16.4 Warranties of the Partner

The Partner represents and warrants for the benefit of Global Prime FX that:

- (a) **transaction permitted:** the execution, delivery and performance by it of this Agreement does not and will not violate in any respect any provision of:
 - (i) any law, regulation, authorisation, ruling, consent, judgment, order or decree of any Governmental Agency; or
 - (ii) any encumbrance or document which is binding upon it or any asset of it; and
- (b) **insolvency:** it has not suffered an Insolvency Event;
- (c) **compliance:** it operates and conducts and will continue to operate and conduct its business in accordance with the requirements and conditions of any Applicable Law;
- (d) **licensing:** it has obtained and will maintain the appropriate licensing for the Specified Introductory Services provided and has received independent legal advice in relation to the appropriate licensing required under any Applicable Law;
- (e) **legal action:** there is not pending, or to the best of the knowledge of the Partner, threatened, any action, suit or proceeding before or by any court or other Government Agency or self-regulatory organisation to which the Partner or the Individual Representative is a party, or to which any of the assets of the Partner are subject, which might reasonably be expected to result in any material adverse change in the condition, financial or otherwise, of the Partner;
- (f) **previous statements:** all statements and information provided by the Partner directly or indirectly to Global Prime FX are, to the best of the Partner's knowledge, information and belief, true and accurate in every particular.

17. ASSIGNMENT

17.1 Assignment Approval

- (a) Subject to clauses 17.2 and 17.3 neither the rights nor the obligations of either party to this Agreement may be assigned, in whole or in part, or delegated by either party without the prior written approval of the other party, which approval will not be unreasonably withheld or delayed.
- (b) Global Prime FX may assign this Agreement to any Affiliate or subsidiary of Global Prime FX or to any entity which succeeds to Global Prime FX's business without consent of the Partner. However, in that event, Global

Prime FX must notify the Partner in writing within a reasonable period following such assignment.

17.2 Deemed Assignment by the Partner

An Partner must give 5 Business Days' notice of:

- (a) a material change in the management, ownership or control of either Partner and in particular, any change in the director or shareholder of that Partner;
- (b) a material change in the management, ownership or control of the trust of which an Partner is trustee,

and if Global Prime FX does not approve the change or changes, the event will constitute an unlawful assignment of this Agreement allowing Global Prime FX to immediately terminate this Agreement under clause 6.3.

17.3 Delegation by Global Prime FX

- (a) Global Prime FX may delegate any of its obligations under this Agreement to, or exercise any of its rights under this Agreement through, any Affiliate or to any other person appointed by Global Prime FX from time to time.
- (b) Partner accepts and agrees that any delegation by Global Prime FX of any of its obligations or rights under this Agreement (whether to any Affiliate or the person) does not make that delegated person have any obligations as principal under this Agreement.

18. CONFIDENTIALITY

18.1 Confidential Information

- (a) In the course of the relationship between the parties, the parties may be privy to confidential information in respect of the business of each party and their associates. Such confidential information includes any systems, technology, processes, client database and all information, material and documentation (whether written, oral or in any other form) to which a party is given access, but does not include information which is publicly available or already known to a party.
- (b) The terms of this Agreement are confidential. Neither party may, without the prior written consent of the other, disclose or use any confidential information provided or accessed under this Agreement (unless required by law).
- (c) Both parties must take reasonable precautions to prevent unauthorised use, access or disclosure.
- (d) Upon termination of this Agreement, the Partner must deliver to Global Prime FX all copies of all records, documentation and material prepared or received in respect of this Agreement so requested, which are in the Partner's possession.
- (e) Subject to clause 18.2, the provisions of this clause 18 survive the termination or expiration of this Agreement.

18.2 Clients

- (a) The Partner agrees and acknowledges that all information in respect of the Clients obtained by Global Prime FX is confidential as between Global Prime FX and the Client and that Global Prime FX is under no obligation to disclose such information to the Partner except as set out in clause 18.2(b).
- (b) Subject to any Applicable Law, Global Prime FX will provide the Partner with:
 - (i) the names and addresses of the Partner's clients accepted as a Client by Global Prime FX;
 - (ii) any other Client information that Global Prime FX is authorised to disclose to the Partner by the clients accepted as Clients by Global Prime FX.

19. NOTICES

19.1 General

A notice, demand, certifications or other communication under this document must be in writing, in the English language and may be given by an agent of the sender.

19.2 Method of Service

In addition to any means authorised by law a communication may be given by:

- (a) being personally served on a party;
- (b) being left at the party's current address for service;
- (c) being sent to the party's current address for service by pre-paid mail; or
- (d) being sent electronically to a party's current electronic mail address for service.

19.3 Address for Service

- (a) The address and numbers for service are initially:

Global Prime FX:

Global Prime FX Ltd:

CT House Office 9A Providence Mahe Seychelles

Telephone: +61 02 8379 3622

Email: support@globalprime.com

The Partner:

As recorded in Partner account at <https://primepartners.globalprime.com/>

A party may from time to time change its addresses or numbers for service by notice to the other party given in accordance with this clause 19.

19.4 Service

A communication given by:

- (a) post is deemed received if posted within Australia to an Australian address on the second Business Day after posting and in any other case, on the seventh Business Day after posting;
- (b) by electronic mail is deemed received:
 - (i) if the electronic message travels directly to the addressee, at the time when it enters the addressee's system; or
 - (ii) in all other cases, at the time when the electronic message enters the first system outside the control of the sender.

19.5 Form Received

A communication given by facsimile is deemed given in the form transmitted unless the message is not fully received in legible form and the addressee immediately notifies the sender of that fact.

19.6 Service After Hours

If a communication to a party is received by it:

- (a) after 5:00 p.m. (Seychelles time); or
- (b) on a day which is not a Business Day,

is deemed to have been received at the commencement of the next Business Day.

20. MISCELLANEOUS

20.1 Governing Law and Jurisdiction

- (a) This Agreement is governed by the laws of Seychelles.
- (b) Each party irrevocably submits to the jurisdiction of the courts of Seychelles and of the courts of the place of incorporation of the Partner.
- (c) The parties accept and agree that any courts having any jurisdiction in any State or Territory of Australia, or of the Commonwealth of Australia, have no jurisdiction unless and to the extent the Partner is incorporated in Australia and Global Prime FX elects to originate proceedings or to judgment against the Partner.

20.2 Dispute Resolution

- (a) If there arises any dispute, question or difference of opinion concerning or arising out of this Agreement, the parties must first attempt to consult and resolve it, by good faith and prompt discussions.

- (b) Proceedings by a party against Global Prime FX in court may only be originated in Seychelles. This clause does not prevent Global Prime from commencing proceedings against the Partner in any relevant jurisdiction.

20.3 Prohibition and Enforceability

- (a) Any provision of, or the application of any provision of, this Agreement or any right, power, authority, discretion or remedy of a party under this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- (c) The application of this clause 20.3 is not limited by any other provision of this Agreement in relation to severability, prohibition or enforceability.

20.4 Waivers

- (a) Waiver of any right, power, authority, discretion or remedy arising upon a breach of or default under this Agreement must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under this Agreement, does not result in a waiver of that right, power, authority, discretion or remedy.
- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this Agreement or default under this Agreement as constituting a waiver of that right, power, authority, discretion or remedy.
- (d) A party may not rely on any conduct of another party which does not amount to a breach of this Agreement as a defence to exercise of a right, power, authority, discretion or remedy by that other party.
- (e) This clause may not itself be waived except in writing.

20.5 Variation

A variation of any term of this Agreement must be in writing and signed by the parties.

20.6 Cumulative Rights

The rights, powers, authorities, discretions and remedies of a party under this Agreement do not exclude any other right, power, authority, discretion or remedy.

20.7 Continuation and Independence of Indemnities

- (a) Each indemnity of a party contained in this Agreement is a continuing obligation of that party despite:
 - (i) any settlement of account; or
 - (ii) the occurrence of any other thing,

and remains in full force and effect until all money owing, contingently or otherwise, under the indemnity has been paid in full.

- (b) Each indemnity of a party contained in this Agreement is an additional, separate and independent obligation of that party and no one indemnity limits the generality of any other indemnity.

20.8 Non-merger

- (a) No provision of this Agreement merges upon the expiry or termination of this Agreement.
- (b) The obligations, undertakings, indemnities, representations and warranties of the parties contained in this Agreement survive the execution of this Agreement and the expiry or termination of this Agreement.

20.9 Further Assurances

Each party must do all things necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.

20.10 Entire Agreement

- (a) This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties. Any express or implied condition, statement, undertaking, release, waiver, representation, indemnity or warranty not stated herein is hereby excluded.
- (b) This agreement does not preclude any other agreements between the Partner and Global Prime FX unless agreed in writing.

20.11 Attorneys

Each of the attorneys executing this Agreement states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

20.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of the counterparts shall together constitute one and the same agreement.

21. SPECIAL CONDITIONS

The parties agree that the terms and conditions (if any) set out in item 0 of the Schedule are included in this Agreement.

SCHEDULE

The Partner

Details maintained in Partner account at <https://primepartners.globalprime.com/>

Global Prime FX's Representative

Assigned Account Manager, as indicated in Partner account at <https://primepartners.globalprime.com/>

Partner Fee

Detailed in Partner account at <https://primepartners.globalprime.com/>

Initial Term

12 Months

Special Conditions

Where applicable, will be recorded by written correspondence.