

# Introducing Partner Agreement

Sterling Gent Trading Ltd  
Craigmuir Chambers  
PO Box 71  
Road Town, Tortola  
British Virgin Islands

Tel: + (44) 800 298 7925  
Mail: [sales@sgtmarkets.com](mailto:sales@sgtmarkets.com)  
Web: [www.sgtmarkets.com](http://www.sgtmarkets.com)

Date of the Agreement: \_\_\_\_\_

Parties to the Agreement: \_\_\_\_\_

## 1.

Sterling Gent Trading Ltd has its registered office at Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, British Virgin Islands.  
(hereafter "SGT")

and

## 2.

(hereafter "Introducer")

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**Registered Address:**

Sterling Gent Trading Ltd  
Craigmuir Chambers  
PO Box 71  
Road Town, Tortola  
British Virgin Islands

**Email:**

[info@sgtmarkets.com](mailto:info@sgtmarkets.com)

**Mailing Address:**

11 Bermudiana Road, Suite 334  
Hamilton HM 08  
Bermuda

## Introduction to the Agreement

- A. SGT is an issuer of, and deals in, derivative and foreign exchange products.
- B. SGT is an online FX and CFDs broker-dealer and is licenced, authorised, and regulated by the FSC under the Securities and Investment Business Act, 2010 with licence number SIBA/L/11/0987.
- C. The Introducer wishes to introduce its customers to SGT worldwide (ex-USA and ex-Canada) and to obtain from SGT for those customers execution and other services relating to transactions in SGT's Products.
- D. SGT wishes to use the services of Introducer to offer its products to customers of the Introducer, subject to the terms and conditions of this Agreement.

## 1. Introduction of Customers

### 1.1 Referral of Customers

The Introducer agrees to refer Customers to SGT for the purposes of, and to enable Customers to deal in, the SGT Products for the Contract Period and on the terms and conditions of this Agreement.

### 1.2 Electronic Access

Without limiting the generality of clause 1.1, the Introducer agrees to provide electronic access for Customers to SGT for the purpose of, and to enable Customers to deal in, such of the SGT Products as agreed between SGT and the Introducer from time to time for the Contract Period and on the terms and conditions of this Agreement.

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### 1.3 Website

Without limiting the generality of clause 1.2, the Introducer agrees to configure the Website to provide corporate details of SGT, a description of the SGT Products and such further details as SGT requires, in a form approved by SGT, together with a link to [www.sgtmarkets.com](http://www.sgtmarkets.com) or such other domain names as SGT requires and maintain the Website during the Term of this Agreement.

## 2. Introducer Duties and Performance

### 2.1 Scope of Authority

The Introducer must provide the Specified Financial Services in accordance with the Procedures and within any limits imposed by SGT.

### 2.2 Report to SGT's Representative

The Introducer will report directly and exclusively to SGT's Representative or any other person as SGT's Representative may direct.

### 2.3 Compliance with Directions

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

- a) SGT's Representative; and
- b) any person duly authorised by SGT's Representative, in relation to the Introducer Services.

### 2.4 Marketing

The Introducer must not without the prior written consent of SGT's Representative:

- i. circulate written information or make available any other written material, including any newspaper or magazine advertisement, sales literature or marketing material, in relation to SGT;

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- ii. use the letterhead or logo of SGT or in any other manner make any reference to SGT on the Introducer's own letterhead;
- iii. use SGT's Intellectual Property;
- iv. make or purport to make any representation on behalf of SGT;
- v. provide information of any kind relating to SGT to the press by way of interviews, press releases or otherwise.

## 2.5 Promotional Material

(a) During the Term, the Introducer must provide SGT with drafts of all written information, advertisements, and other material, including electronic material, to be circulated by it, and which relates to or mentions SGT ("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 SGT's Representative. (b) SGT reserves the right at any time to withdraw its approval of Promotional Material. (c) If SGT withdraws its approval in accordance with paragraph 2.5(b) the Introducer undertakes to immediately stop distributing such Promotional Material.

## 2.6 Press Enquiries

The Introducer must not respond on behalf of SGT to any enquiries or requests for information received from the press relating to SGT, unless from time to time notified otherwise by SGT in writing, decline to answer and refer all such enquiries and requests to SGT.

## 2.7 Specific Duties of Introducer

The Introducer must:

- a) carry out the Specified Financial Services honestly, professionally and with due care and skill;
- b) maintain proper business records regarding the provision of the Specified Financial Services and permit SGT to inspect such business records at all reasonable times upon receiving reasonable notice from SGT;

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- c) disclose fully to each Customer to whom Specified Financial Services are provided the amount of the fees that the Introducer is entitled to receive from SGT arising out of or in connection with the provision of the Specified Financial Services;
- d) upon being notified by SGT that it has terminated this Agreement, it will immediately stop providing any Specified Financial Services; and
- e) comply with the Corporations Act, FSC Policy and the Procedures when performing the Specified Financial Services.

## 2.8 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 Introducer, concerning any investigation or disciplinary proceeding related to the Introducer, any client of SGT or SGT (“Regulatory Request”), the Introducer must give a copy of the communication promptly to SGT.
- b) The Introducer must assist SGT in addressing any Regulatory Request by providing, immediately following receipt of a request in writing from SGT 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 Introducer (“Subject Documents”).
- c) In the event that any Subject Documents are in the possession of a third party, the Introducer must use its best efforts to obtain the Subject Documents and immediately deliver them to SGT.
- d) If, despite the best efforts of the Introducer, a third party declines to hand-over the Subject Documents in its possession to the Introducer, the Introducer must advise SGT in writing of such refusal and must provide the name and address of the third party to SGT, whereupon SGT may, in its absolute discretion, elect to directly contact such third party for the purpose of obtaining the Subject Documents.

## 2.9 Disclosure of Conflict of Interest

In the event that the Introducer is aware that it:

- a) has a direct or indirect interest; or
- b) holds any office or possesses any property, that may directly or indirectly create a conflict with the Introducer’s duties or responsibilities, the Introducer must declare the fact and the

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nature, character and extent of its interest or the conflict or potential conflict to SGT as soon as practicable after becoming aware of the conflict of interest.

## 2.10 Other Business Activities

- a) SGT and the Introducer acknowledge and agree that both the Introducer may engage in other business activities during the Term in carrying on the Introducer's business, but it must not do so in a manner which conflicts with the interests of SGT or its ability to perform the Specified Financial Services to the satisfaction of SGT.
- b) If there is any risk of a conflict of interest occurring, the Introducer must immediately notify SGT in accordance with clause 2.9 and obtain SGT's written consent to engage or continue in the business or engagement which is creating the conflict of interest.

## 2.11 Report to SGT's Representative

The Introducer must ensure that it and its employees and agents, promptly report to SGT's Representative or such person as SGT's Representative may from time to time determine, at all reasonable times, and provide all information and explanations as SGT's Representative or any person nominated by SGT's Representative may require in connection with matters relating to the Introducer's engagement and the Specified Financial Services.

# 3. Duties of The Introducer with Respect to Customers

## 3.1 Duties in Relation to Customers

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

- a) If required by SGT and subject to all applicable privacy and data protection laws in the relevant jurisdictions, the Introducer must obtain and maintain a permanent record of all relevant facts about every Customer (including the true name and address, principal occupation or business and financial condition of such Customer), every account and

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every person holding power of attorney over any account or guaranteeing any account Specified Financial by the Introducer to SGT. The Introducer must also maintain the name of the person who solicited and is responsible for each Customer.

- b) If required by SGT, the Introducer must explain in writing, by electronic mail or otherwise as required by SGT, to Customers, in a form and substance approved by SGT, the relationship between the Introducer and SGT including, the fact:
- i. that SGT and the Introducer are separate business entities and are not affiliated in any way;
  - ii. that SGT will execute transactions for Customers solely as principal and that SGT 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;
  - iii. that the Transaction Documents do not constitute a recommendation or opinion that SGT Products are appropriate for the Customer;
  - iv. that to the extent the Introducer provides a Customer with advice in respect of the SGT Products or particular trading advice, such advice or opinions are rendered by the Introducer without the consultation, knowledge or approval of SGT.

### 3.2 Customer Moneys

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

### 3.3 Assist SGT in Respect of Customers

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

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- a. prepare any documents, including any disclosure documents that are to be provided to Customers;
- b. offer the SGT Products to Customers.

## 4. Provision of Services by SGT

### 4.1 SGT Services

Subject to the terms and conditions of this Agreement and to SGT's Transaction Documents, and in consideration of the Introducer providing the Specified Financial Services exclusively to SGT, SGT will provide the SGT Services to the Introducer, including undertaking Transactions with the Customers.

### 4.2 Services Provided on a Non-Exclusive Basis

The services to be provided by SGT as contemplated by this Agreement are provided to the Introducer and Customers on a non-exclusive basis and SGT 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 Introducer.

### 4.3 Services to Customers

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

- a) accept instructions from the Customer;
- b) prepare and transmit by electronic mail and/or send by post Transaction Confirmations and daily Statements of Account to the Customers and engage in all administrative functions for the Customer Accounts, provided:
  - i. the Customer has completed and signed the relevant Application to Open an Account;
  - ii. the Customer has executed the Customer Agreement.

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#### 4.4 SGT to Deal Directly with the Customer

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

#### 4.5 SGT's Discretion

- a) SGT may in its absolute discretion:
  - i. reject any prospective Customer; or
  - ii. refuse to deal with a Customer; or
  - iii. terminate any agreement it has with a Customer.
- b) Subject to any Applicable Law, SGT will notify the Introducer in writing on the occurrence of any of events specified in paragraph 4.5(a).

#### 4.6 Statement of Account

SGT must prepare and send to the Introducer within 5 Business Days of the end of a month, a Statement of Account in relation to that month.

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## 5. Term of Agreement

### 5.1 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 3 months' written notice to the other party.

### 5.2 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, it fails to remedy the breach within 30 days' notice in writing requiring it to do so; or
- b) if the other party suffers an Insolvency Event.

### 5.3 Termination by SGT

SGT may terminate this Agreement with immediate effect if:

- a) the Introducer is persistently in default in the performance or observance of any obligation on its part arising under this Agreement;
- b) the Introducer or any of its officers, agents or employees are charged with any criminal offence which in the reasonable opinion of SGT brings the Introducer or SGT and its Affiliates into serious disrepute;
- c) the Introducer or any of its officers, agents or employees are charged or investigated by FSC or a Governmental Agency in respect of any dealing in securities or derivatives;
- d) the Introducer assigns this Agreement in breach of clause 16;
- e) the Introducer or any of its Affiliates do or say anything which may objectively be considered to be harmful to the reputation or interests of SGT or which may objectively be considered likely to lead any person to reduce their level of business with SGT.

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## 6. Rebates and Expenses

### 6.1 Introducer Rebates

- a) In consideration of the provision by the Introducer of its Introducer Services to SGT as contemplated under this Agreement, SGT must pay the Introducer Fee to the Introducer at the times specified in item 3 of the Schedule.
- b) Despite paragraph 6.1(a), SGT reserves the right (in its absolute discretion) not to pay an Introducer Fee to the Introducer for any Transactions in excess of a Customer's position limit with SGT, to the extent SGT has advised the Customer of the position limits or the Introducer is otherwise aware of them.
- c) The fact that SGT pays rebates for any Trades in excess of a position limit does not amount to an election on the part of SGT to pay rebates on other Trades where a position limit has been exceeded (whether for the same or a different Customer; nor does such action amount to any waiver of SGT's rights under this clause 6.1.)
- d) The Introducer shall not be entitled to rebates on trading accounts beneficially owned or controlled by the Introducer or any relative of the Introducer.

## 7. Interrelationship Between SGT, The Introducer and Customers

- a) The relationship between SGT and Customers is regulated by the Customer Agreement only and the Introducer has no rights in connection with or in relation to the Customer Agreement and must not in any way, save as permitted by this Agreement, interfere with the Customer Agreement or its operation whether such interference is lawful or otherwise.
- b) SGT is under no obligation to accept instructions from any Customer or from the Introducer on behalf of any Customer otherwise than as provided in the Customer Agreement and any discretionary powers or rights of SGT under the Customer Agreement in relation to Trades applies to any Trades undertaken with Customers in connection with or arising from this Agreement.
- c) SGT may provide, or cause to be provided, to each Customer upon the opening of a Customer Account or at any time thereafter, notice of the existence of this Agreement

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and/or of any of its terms and/or its relationship with the Introducer and its fee arrangements with the Introducer, whether such disclosure is required under the Customer Agreement or by law or regulation or not.

- d) SGT will not accept any instructions from any Customer unless and until the Customer has executed and there has been returned to SGT a duly executed Customer Agreement.
- e) SGT will not accept any instructions from the Introducer on behalf of any Customer unless and until:
  - i. the Introducer is duly authorised to provide such instructions under a subsisting Power of Attorney;
  - ii. the Introducer has provided SGT with a true copy of such subsisting Power of Attorney.
- f) In the event of any inconsistency between the terms and conditions of this Agreement and any Customer Agreement, the terms and conditions of the Customer Agreement prevail.

## 8. Relationship Between Parties

### 8.1 Supervision

SGT and the Introducer 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.

### 8.2 Assistance to Comply with Applicable Law

If SGT or the Introducer 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.

### 8.3 Liability

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

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## 8.4 No Partnership, etc.

The relationship of the Introducer and SGT 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 Introducer and SGT; or
- (b) authorises the Introducer to act, or to enter into any contract or other agreement, on behalf of, or bind SGT except as otherwise expressly provided in this Agreement.

## 9. Complaints

The Introducer must promptly notify SGT in writing of any Customer complaints, disputes and lawsuits and make available to SGT all written communications, notices, and any other documents issued or received with respect to such complaints.

## 10. Proprietary Rights

- a) The Introducer acknowledges that it does not acquire any right, title or interest in, or to, SGT's Intellectual Property Rights by virtue of this Agreement and the Introducer hereby agrees that the benefit of all use at all times inures solely to SGT and its Affiliates.
- b) The Introducer must not do any thing or cause anything to be done that would prejudice SGT's right, title and interest in SGT's Intellectual Property.

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## 11. Taxes

### 11.1 Taxes

- a) The Introducer 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.
- b) The Introducer agrees and undertakes to continuously indemnify SGT for any and all taxes, assessments and charges levied upon SGT or its Affiliates in connection with the provision by SGT of the services as contemplated by this Agreement, except for taxes levied upon SGT in relation to its overall income.

## 12. Warranties Disclaimed and Excluded

- a) All warranties, express and implied as to the description, quality, performance or fitness for the purposes of the Introducer and/or any Customer of the System or any component of the System, SGT Services are disclaimed and excluded.
- b) SGT and its Affiliates do not warrant or forecast that the System and SGT Services or any component of the System and SGT Services will meet the requirements of the Introducer and/or any Customer, or that the operation of the System and SGT Services will be uninterrupted, error-free and free of any viruses or bugs.
- c) Where the British Virgin Islands FSC, or any similar Commonwealth, State or Territory legislation 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, the liability of SGT for any breach of such term, condition or warranty will be limited, at the option of SGT, to any one or more of the following:
  - i. if the breach relates to goods:
    1. the replacement of the goods or the supply of equivalent or similar goods,
    2. the repair of the goods,
    3. the payment of the cost of repairing the goods or of acquiring equivalent goods, or

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4. the payment of the cost of having the goods repaired; or
- ii. (ii) if the breach relates to services:
  1. the supplying of the services again, or
  2. the payment of the cost of having the services supplied again.

## 13. Limitation of Liability and Indemnification

### 13.1 Indemnity by Introducer

- a) The Introducer agrees and undertakes to continuously indemnify SGT and its Affiliates from and against any and all losses (including consequential losses), damages, and liabilities to which SGT becomes subject at any time arising out of, or in connection, with:
  - i. any:
    1. act or omission of the Introducer (whether directly or indirectly) in connection with its relationship with SGT or any Customer;
    2. act or omission by the Introducer relating to (whether directly or indirectly) to any of the Introducer'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 administrative actions arising out of or concerning any one or more of the matters specified in paragraph 13.1(a)(i);
- b) All costs and expenses incurred by SGT and any of its Affiliates arising out of, or in connection with, any matter described in paragraph 13.1(a) must be paid or reimbursed by the Introducer, as required by SGT promptly on demand 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 defense of, any pending, threatened or actual litigation or claim or regulatory investigation or enquiry within the terms of the indemnity set out in paragraph 16.1(a) or any matter incidental to such litigation, claim, investigation or enquiry, whether or not resulting in any liability;
  - ii. the enforcement by SGT of its rights against the Customer under the Transaction Documents.

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- c) SGT may deduct all amounts owing to it, or which it estimates may be owed to it, as a result of the operation of paragraph 13.1(a) from amounts payable to the Introducer under clause 13, and the Introducer will pay any remaining deficit to SGT upon demand.
- d) SGT may enforce its rights under this clause 13.1 without first exhausting any rights SGT may have against third parties, including the Customer.
- e) SGT must promptly notify the Introducer under paragraph 13.1(a) in writing of any matter in respect of which indemnity or reimbursement may be sought under paragraph 13.1(a).

## 13.2 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 paragraph 13.2(c), in no event will SGT and its Affiliates be liable to the Introducer or any Customer 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 SGT 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 SGT Services;
  - iv. any failure, malfunction or defect of SGT's and its Affiliates' software, hardware, electronic or mechanical equipment, or telecommunication channels or connections; or
  - v. any delay or failure by SGT or its operators in acting on an order or instruction from a Customer;
  - vi. the inaccuracy or incompleteness of any information provided by SGT, the Introducer, the Customer or any other third party;
  - vii. the provision, storage, relay or use of any information by SGT;
  - viii. processing, storing or disseminating information;
  - ix. any failure by the Introducer to perform its obligations under this Agreement in whole or in part, or in a timely manner;

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- x. any failure by the Company 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 Introducer and its employees, representatives, agents or any contractors.
- c) Subject to paragraph 13.2(c), in no event will SGT be liable to the Introducer for any loss of interest, revenue, profit, or data or for any consequential, indirect, incidental, special, punitive or exemplary damages suffered by the Introducer arising from or in connection with this Agreement even if SGT has been advised of the possibility of such loss or damage.
- d) Subject to paragraph 13.2(c), in no event will SGT be held responsible for any trading losses suffered by Customers in connection with dealing in the SGT Products.

### 13.3 Legal Actions

- a) Each party agrees to be solely responsible for, and to indemnify and defend the other party against, any legal actions brought by any person in any forum, including arbitration, reparations, exchange or self-regulatory proceedings, and government administrative actions, which result from the actions or inactions of such party, its employees or agents, and not by the actions or inactions of the other party.
- b) 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.

## 14. Force Majeure

### 14.1 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.

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- 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.

## 14.2 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.

## 14.3 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.

## 14.4 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 14.2.
- 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.

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Hamilton HM 08  
Bermuda

- 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.

## 15. Warranties

### 15.1 Warranties

The Introducer gives the warranties in clause 15.4 in favour of SGT:

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

### 15.2 Independent Warranties

Each warranty in this clause 15 is to be construed independently and is not limited by reference to any other warranty.

### 15.3 Indemnity

The Introducer must continuously indemnify SGT from and against any and all claims, actions, damages, losses (including consequential loss), liability, cost, charge, expense, outgoing or payment which SGT 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 15.

### 15.4 Warranties of the Introducer

The Introducer represents and warrants for the benefit of SGT 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

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- 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) legal action: there is not pending, or to the best of the knowledge of the Introducer, threatened, any action, suit or proceeding before or by any court or other Governmental Agency or self- regulatory organisation to which the Introducer or the Individual Representative is a party, or to which any of the assets of the Introducer are subject, which might reasonably be expected to result in any material adverse change in the condition, financial or otherwise, of the Introducer;
- e) previous statements: all statements and information provided by the Introducer directly or indirectly to SGT are, to the best of the Introducer's knowledge, information and belief, true and accurate in every particular.

## 16. Assignment

### 16.1 Assignment Approval

- a) Subject to clauses 16.2 and 16.3 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) SGT may assign this Agreement to any Affiliate or subsidiary of SGT or to any entity which succeeds to SGT's business without consent of the Introducer. However, in that event, SGT must notify the Introducer in writing within a reasonable period following such assignment.

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## 16.2 Deemed Assignment by the Introducer

If:

- a) (a) there is a material change in the management, ownership or control of the Introducer and in particular, any change in the director or shareholder of the Introducer without the prior written approval of SGT;
- b) (b) there is a material change in the management, ownership or control of the trust of which the Introducer is trustee without the prior written approval of SGT, such an event will constitute an unlawful assignment of this Agreement allowing SGT to immediately terminate this Agreement under clause 6.3.

## 16.3 Delegation by SGT

SGT may delegate any of its obligations under this Agreement to, or exercise any of its rights under this Agreement through, any Affiliate.

# 17. Confidentiality

## 17.1 Confidential Information

- a) Each party must provide to the other party such information as the other may require in connection with the performance of such party's obligations under this Agreement. The parties may exchange business information, customer lists and otherwise, which may be confidential, proprietary and/or trade secret in nature. Any information, documents, or objects of a confidential nature (whether or not expressly marked as confidential) must be treated by the recipient as confidential ("Confidential Information"). For the avoidance of doubt, any and all Intellectual Property Rights of a party are deemed to be Confidential Information.
- b) Each party must:
  - i. not use Confidential Information of the other party other than for the purposes of this Agreement; and
  - ii. not disclose Confidential Information to any other party (except to such party's employees and agents who need to know for the purposes of this

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Agreement and except as may be required by any Applicable Law) without the prior written consent of the provider.

- iii. Upon the termination of this Agreement, however occurring, all such Confidential Information must be promptly returned by the recipient to the provider of the Confidential Information.
- c) Subject to clause 17.2, the provisions of this clause 17 survive the termination or expiration of this Agreement.

## 17.2 Customers

- a) The Introducer agrees and acknowledges that all information in respect of the Customers obtained by SGT is confidential as between SGT and the Customer and that SGT is under no obligation to disclose such information to the Introducer except as set out in paragraph 16.2(b).
- b) Subject to any Applicable Law, SGT will provide the Introducer with:
  - i. the names and addresses of the Introducer clients accepted as a Customer by SGT;
  - ii. any other Customer information that SGT is authorised to disclose to the Introducer by the clients accepted as Customers by SGT.

## 18. Notices

### 18.1 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.

### 18.2 Method of Correspondence

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;

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- c) being sent to the party's current address for service by pre-paid ordinary mail or if the address is outside British Virgin Islands, by pre-paid air mail;
- d) facsimile to the party's current numbers for service; or
- e) being sent electronically to a party's current electronic mail address for service.

### 18.3 Address for Service

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

Sterling Gent Trading Ltd  
Craigmuir Chambers  
PO Box 71  
Road Town, Tortola  
British Virgin Islands

Tel: +(44) 800 298 7925

[info@sgtmarkets.com](mailto:info@sgtmarkets.com)

[www.sgtmarkets.com](http://www.sgtmarkets.com)

Company / Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) - \_\_\_\_\_

Country Code      telephone number

- b) 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 18.

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## 18.4 Service

A communication given by:

- a) post is deemed received if posted within British Virgin Islands to a British Virgin Islands address on the second Business Day after posting and in any other case, on the seventh Business Day after posting;
- b) facsimile is deemed received when the sender's facsimile machine produces a transmission report stating that the facsimile was sent to the addressee's facsimile number;
- c) 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.

## 18.5 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.

## 18.6 Service After Hours

If a communication to a party is received by it:

- a) after 5.00pm; 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.

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## 19. Miscellaneous

### 19.1 Governing Law and Jurisdiction

- a) This Agreement is governed by the laws of the British Virgin Islands.
- b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the British Virgin Islands.

### 19.2 Dispute Resolution

- a) If any dispute, question or difference of opinion concerning or arising out of this Agreement is not settled promptly by the parties by consultation, it must be dealt with as follows:
  - i. the Introducer must, and SGT may, by notice in writing to the other party submit the dispute or difference to arbitration in accordance with and subject to the Institute of Arbitrators and Mediators of British Virgin Islands Expedited Commercial Arbitration Rules.
  - ii. the Introducer and SGT agree to accept the determination of Institute of Arbitrators and Mediators of British Virgin Islands Expedited Commercial Arbitration Rules for the enforcement of any such determination.
- b) Paragraph 19.2(a) is for the benefit of SGT only, and it does not prevent SGT from commencing proceedings against the Introducer in any relevant jurisdiction, in addition to submitting any dispute or difference whatsoever with the Introducer in connection with this Agreement to arbitration in accordance with paragraph 19.2(a).

### 19.3 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.

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- c) The application of this clause 19.3 is not limited by any other provision of this Agreement in relation to severability, prohibition or enforceability.

## 19.4 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 defense 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.

## 19.5 Variation

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

## 19.6 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.

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## 19.7 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.

## 19.8 Non-merger

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

## 19.9 Further Assurances

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

## 19.10 Entire Agreement

This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

## 19.11 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.

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## 19.12 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.

## 20. Special Conditions

The parties agree that the terms and conditions (if any) set out in item 4 of the Schedule are included in this Agreement.

## Executed as an Agreement: Executed by SGT

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Email: [sales@sgtmarkets.com](mailto:sales@sgtmarkets.com)

## Signed by the Introducer

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Email: \_\_\_\_\_

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