



INTRODUCING
BROKER
AGREEMENT



Introduction to the Agreement

- A. Titan FX is an issuer of, and deals in, derivative and foreign exchange products.
- B. The Introducer wishes to introduce its customers to Titan FX worldwide (excluding those countries from which Titan FX does not accept customers) and to obtain from Titan FX for those customers execution and other services relating to transactions in Titan FX Products.
- C. Titan FX 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. 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:

Affiliates:	<ol style="list-style-type: none">i. A person who is an officer, employee, agent, representative or associate of a party;ii. A Group Company of a party;iii. 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:	All laws, procedures, standards and codes of practice that apply in relation to Titan FX and the Titan FX Products, including the applicable laws or regulations of any country, and including all relevant rules of Government Agencies, exchanges, trade and clearing associations and self-regulatory organisations;
Application to Open an Account:	Titan FX's account opening form for Customers in force from time to time;
Business Day:	A day the banks are open for general banking business, other than a Saturday, Sunday or public holiday;
Business:	The business of Titan FX as set out in paragraph A of the Introduction;
Commencement Date:	The date on which both parties have executed this Agreement;
Contract Period:	The period commencing on the Commencement Date and continuing for the Initial Term and thereafter until terminated in accordance with this Agreement;
Customer Account:	An account opened by a Customer with Titan FX;
Customer Agreement:	The agreement between a Customer and Titan FX under which Titan FX deals in the Titan FX Products, as amended from time to time;
Customer:	A prospective customer of the Introducer or an Introduced Customer;



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;
Government Agency:	A government or government department, a governmental, semigovernmental 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 Introducer or Titan FX, as the case requires;
GST Rate:	The rate of GST under the GST Law;
GST:	A tax, levy, duty, charge or deduction, together with any related additional tax, interest, penalty, fine or other charge, imposed by or under a GST Law;
Input Tax Credit:	Has the same meaning given to that term in the GST Law, but also includes a reduced input tax credit and an adjusted input tax credit;
Insolvency Event:	An event which occurs when: <ul style="list-style-type: none">i. An order is made that a body corporate be wound up;ii. An application is made to a court for an order:iii. That a body corporate be wound up;iv. Appointing a liquidator or provisional liquidator for a body corporate;v. A liquidator, provisional liquidator or controller is appointed to a body corporate;vi. A resolution is passed to appoint an administrator to a body corporate;vii. A body corporate passes a resolution or gives notice of its intention to pass a resolution to wind itself up;viii. 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;ix. A body corporate is dissolved or wound up in any other way;x. A body corporate is or states that it is unable to pay its debts when they fall due;



- xi. A body corporate is or states that it is insolvent;
- xii. A body corporate seeks or obtains protection from any of its creditors under any legislation;
- xiii. An individual becomes insolvent or commits an act of bankruptcy or his or her estate comes within the law dealing with bankrupts;
- xiv. If execution is levied against the business or property of a person for more than \$20,000.00;

Any other event having substantially the same legal effect as the events specified in this definition;

Intellectual Property Rights: 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:

Know-how;

The right to apply for registration of such industrial, commercial, monopoly and intellectual property rights and includes all renewals and extensions;

and

All rights and licence to use any industrial, commercial, monopoly and intellectual property rights;

Introduced Customer:

Any Customer:

- i. Introduced to Titan FX directly by the Introducer during the continuance of this Agreement, but excluding any person:
- ii. Who is or was at any time during the period of 1 year immediately preceding the date of this Agreement a Customer (or prospective customer) whether or not the person had an active account with Titan FX; or
- iii. Whose name or contact details have been provided to Titan FX by any third party at any time during the period of 1 year immediately preceding the date of this Agreement; or class of Customers who Titan FX and the Introducer have agreed in writing (but not otherwise), is to be an Specified Financial Customer for the purposes of this Agreement.



Introducer Fee:	The fee specified in item 3 of the Schedule, as amended from time in writing by mutual agreement of the parties;
Margin FX Contracts:	Margin contracts between Titan FX Customers for the taking of spot or forward positions in a foreign currency;
PDS:	The current Product Disclosure Statement prepared by Titan FX;
Titan FX Services:	The services to be provided by Titan FX to the Introducer under this Agreement and referred to in clause 5;
Titan FX Products:	Margin FX Contracts;
Titan FX's Representatives:	Titan FX's representatives as set out in item 2 of the Schedule, and includes such other person or persons nominated by Titan FX from time to time;
Titan FX's Intellectual Property:	All of Titan FX's and Titan FX's Affiliates' Intellectual Property Rights, including: <ul style="list-style-type: none">i. The domain name www.TitanFX.com;ii. All goodwill in the name "Titan FX" and such other names used or registered by Titan FX;iii. All Intellectual Property Rights arising out of, or in connection with, Titan FX performing the Titan FX Services;iv. All Intellectual Property Rights arising out of, or in connection with, the System and the Titan FX Products;
Statement of Account:	The monthly record of Transactions entered into between Titan FX and the Customer and the confirmation of the Customer's balances held with Titan FX;
Subject Documents:	Has the meaning given to that term in paragraph 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 Titan FX and the Customer in a Titan FX Product;
Transaction Confirmation:	A written or electronic confirmation of a Transaction issued by Titan FX to the Customer;



- Transaction Documents:** The following documents, as amended from time to time:
- a. The Customer Agreement;
 - b. The PDS;
 - c. Any other documentation prescribed by Titan FX from time to time; and
 - d. Any other documents required by any Applicable Law to be given to the Customer, including any additional disclosure documents.
- Transaction:** The purchase or sale by a Customer of an Titan FX Product;
- Website:** Any websites or website content established by the Introducer.

1.2 Interpretation

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

- 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 1.1(viii) 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 assigns;
- 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 Customers

2.1 Referral of Customers

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

2.2 Electronic Access

Without limiting the generality of clause 2.1, the Introducer agrees to provide electronic access for Customers to Titan FX for the purpose of, and to enable Customers to deal in such of the Titan FX Products as agreed between Titan FX and the Introducer from time to time for the Contract Period and on the terms and conditions of this Agreement.

2.3 Website

Without limiting the generality of clause 2.2, the Introducer agrees to configure the Website to provide corporate details of Titan FX, a description the Titan FX's Products and such further details as Titan FX requires, in a form approved by Titan FX, together with a link to TitanFX.com or such other domain names as Titan FX requires, and maintain the Website during the Term of this Agreement.



2.4 Exclusive Arrangement

- a) Unless otherwise expressly agreed in writing, the Introducer must provide the Specified Financial Services to Titan FX exclusively for the Term.
- b) The Introducer and the Principal must not, and must ensure that each of their Affiliates, during the Term, whether:
 - i) on the Principal's or the Introducer's or Affiliates own account; or
 - ii) in partnership or by joint venture; or
 - iii) through any interposed body corporate, trust, principal, agent, shareholder, beneficiary; or
 - iv) as an independent contractor, consultant or in any other capacity, do not:
 - v) provide any services that are the same or similar to the Specified Financial Services to any person other than Titan FX; or
 - vi) deal in, promote or participate in or offer to deal with customers or prospective customers in any product which competes with, is similar to or performs substantially the same function as Titan FX's Business.

3. Introducer Duties and Performance

3.1 Scope of Authority

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

3.2 Report to Titan FX's Representative

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

3.3 Compliance with Directions

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

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

3.4 Marketing

The Introducer must not without the prior written consent of Titan FX'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 Titan FX;



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

3.5 Promotional Material

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

- (a) During the Term, the Introducer must provide Titan 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 Titan 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 Titan FX's Representative.
- (b) Titan FX reserves the right at any time to withdraw its approval of Promotional Material.
- (c) If Titan FX withdraws its approval in accordance with paragraph 3.5(b) the Introducer undertakes to immediately stop distributing such Promotional Material.

3.6 Press Enquiries

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

3.7 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 Titan FX to inspect such business records at all reasonable times upon receiving reasonable notice from Titan FX;
- (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 Titan FX arising out of or in connection with the provision of the Specified Financial Services; and
- (d) upon being notified by Titan FX that it has terminated this Agreement, it will immediately stop providing any Specified Financial Services.



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 Introducer, concerning any investigation or disciplinary proceeding related to the Introducer, any client of Titan FX or Titan FX ("Regulatory Request"), the Introducer must give a copy of the communication promptly to Titan FX.
- (b) The Introducer must assist Titan FX in addressing any Regulatory Request by providing, immediately following receipt of a request in writing from Titan FX 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 Titan FX.
- (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 Titan FX in writing of such refusal and must provide the name and address of the third party to Titan FX, whereupon Titan FX may, in its absolute discretion, elect to directly contact such third party for the purpose of obtaining the Subject Documents.

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

3.10 Other Business Activities

- (a) Titan FX 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 Titan FX or its ability to perform the Specified Financial Services to the satisfaction of Titan FX.
- (b) If there is any risk of a conflict of interest occurring, the Introducer must immediately notify Titan FX in accordance with clause 3.9 and obtain Titan FX's written consent to engage or continue in the business or engagement which is creating the conflict of interest.



3.11 Report to Titan FX's Representative

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

4. Duties of the Introducer with Respect to Customers

4.1 Duties in relation to Customers

- (a) In addition to all other obligations imposed by this Agreement, Introducer is responsible for the following.
- (b) If required by Titan FX 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 every person holding power of attorney over any account or guaranteeing any account Specified Financial by the Introducer to Titan FX. The Introducer must also maintain the name of the person who solicited and is responsible for each Customer.
- (c) If required by Titan FX, the Introducer must explain in writing, by electronic mail or otherwise as required by Titan FX, to Customers, in a form and substance approved by Titan FX, the relationship between the Introducer and Titan FX including, the fact:
 - (i) that Titan FX and the Introducer are separate business entities and are not affiliated in any way;
 - (ii) that Titan FX will execute transactions for Customers solely as principal and that Titan 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;
 - (iii) that the Transaction Documents do not constitute a recommendation or opinion that Titan FX Products are appropriate for the Customer;
 - (iv) that to the extent the Introducer provides a Customer with advice in respect of the Titan FX Products or particular trading advice, such advice or opinions are rendered by the Introducer without the consultation, knowledge or approval of Titan FX.

4.2 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 Titan FX must be transmitted directly to Titan FX 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 Titan FX will not be obliged to comply with any such instructions unless specifically authorised by the Customer to do so.

4.3 Assist Titan FX in respect of Customers

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

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

5. Provision of Services by Titan FX

5.1 Titan FX Services

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

5.2 Services Provided on a Non-Exclusive Basis

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

5.3 Services to Customers

Titan FX must perform the following services, subject always to Titan FX'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:
 - (c) the Customer has completed and signed the relevant Application to Open an Account;
 - (d) the Customer has executed the Customer Agreement.



5.4 Titan FX to Deal Directly with the Customer

- (a) Titan FX 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 Titan FX and the Customers.
- (c) The Introducer is not granted authority to conclude any Transaction with the Customers on behalf of Titan FX.
- (d) Titan FX may take any action it deems necessary and proper on behalf of any Customer's account, without any notice to the Introducer, at Titan FX's sole discretion and judgment, for the protection of the Customer's account.
- (e) Titan FX may take any action it is authorised to take under the Titan FX Customer Agreement in respect of any Customer's account, without any notice to the Introducer, at Titan FX's sole discretion and judgment, for the protection of Titan FX's interests and rights.

5.5 Titan FX's Discretion

- (a) Titan FX 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, Titan FX will notify the Introducer in writing on the occurrence of any of events specified in paragraph 5.5(a).

5.6 Statement of Account

Titan FX 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.

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 3 months' 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) if the other party enters suffers an Insolvency Event.

6.3 Termination by Titan FX

Titan FX 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 Titan FX brings the Introducer or Titan FX and its Affiliates into serious disrepute;
- (c) the Introducer or any of its officers, agents or employees are charged or investigated by a Governmental Agency in respect of any dealing in securities or derivatives;
- (d) the Introducer assigns this Agreement in breach of clause 17;
- (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 Titan FX or which may objectively be considered likely to lead any person to reduce their level of business with Titan FX.

7. Fees & Expenses

7.1 Introducer Fees

- (a) In consideration of the provision by the Introducer of its Introducer Services to Titan FX as contemplated under this Agreement, Titan FX must pay the Introducer Fee to the Introducer at the times specified in item 3 of the Schedule.
- (b) Despite paragraph 7.1(a), Titan FX 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 Titan FX, to the extent Titan FX has advised the Customer of the position limits or the Introducer is otherwise aware of them.

The fact that Titan FX pays fees for any Trades in excess of a position limit does not amount to an election on the part of Titan FX to pay fees 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 Titan FX's rights under this clause 7.1.



8. Interrelationship between Titan FX, the Introducer and Customers

- (a) The relationship between Titan FX 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) Titan FX 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 Titan FX under the Customer Agreement in relation to Trades applies to any Trades undertaken with Customers in connection with or arising from this Agreement.
- (c) Titan FX 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 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) Titan FX will not accept any instructions from any Customer unless and until the Customer has executed and there has been returned to Titan FX a duly executed Customer Agreement.
- (e) Titan FX 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 Titan FX 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.

9. Relationship between Parties

9.1 Supervision

Titan FX 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.

9.2 Assistance to comply with Applicable Law

If Titan FX 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.



9.3 Liability

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

9.4 No partnership, etc

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

10. Complaints

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

11. Proprietary Rights

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

12. Taxes

12.1 Taxes, etc

- (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 Titan FX for any and all taxes, assessments and charges levied upon Titan FX or its Affiliates in connection with the provision by Titan FX of the services as contemplated by this Agreement, except for taxes levied upon Titan FX in relation to its overall income.

12.2 Goods and services tax

- (a) If any supply made by a party ("Supplier") to the other ("Recipient") under this Agreement is a taxable supply (according to GST Law) so that the Supplier is liable to GST, the parties agree that the consideration payable for that taxable supply represents the Value of the taxable supply (the "GST Exclusive Amount") and not the Price for that taxable supply.
- (b) In addition to the GST Exclusive Amount for a taxable supply under this Agreement, the Recipient must pay to the Supplier a further amount in respect of the taxable supply calculated as an amount equal to the GST Exclusive Amount multiplied by the GST Rate.
- (c) Any GST payable under paragraph 12.2(b) must be payable by the Recipient without deduction or set-off of any other amount, at the same time and on the same basis as the GST Exclusive Amount is payable by the Recipient under this Agreement.
- (d) The Supplier must, in respect of a taxable supply made by it under this Agreement, issue to the Recipient a valid tax invoice in the prescribed form, for the amount of GST referable to that taxable supply, so that the Recipient may obtain an Input Tax Credit for the amount of GST payable on the taxable supply.
- (e) If a payment to satisfy a claim or a right to claim under or in connection with this Agreement, for example, a claim for damages for breach of contract, gives rise to a liability to pay GST, the payment is the GST Exclusive Amount and an additional amount must be paid to the Supplier in accordance with paragraph 12.2(b).
- (f) If a decision making body orders that a payment be made to a party to satisfy a claim under or in connection with this Agreement, and such payment will give rise to a liability to pay GST, the parties authorise the decision making body to order that a further amount, calculated as an amount equal to the payment multiplied by the GST Rate, be paid to the party in whose favour the order is made.
- (g) If a party has a claim for, or the right to recover, under or in connection with this Agreement, a cost or expense on which that party must pay GST, the claim is for the cost or expense plus all GST, except any GST for which that party is entitled to an Input Tax Credit.
- (h) If a party has a claim under or in connection with this Agreement and the amount of the claim depends on actual or estimated revenue or lost revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST, whether that amount is separate or included as part of a larger amount.



13. Interrelationship between Titan FX, the Introducer and Customers

- (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, Titan FX Services are disclaimed and excluded.
- (b) Titan FX and its Affiliates do not warrant or forecast that the System and Titan FX Services or any component of the System and Titan FX Services will meet the requirements of the Introducer and/or any Customer, or that the operation of the System and Titan FX Services will be uninterrupted, error-free and free of any viruses or bugs.
- (c) The liability of Titan FX for any breach of any term, condition or warranty will be limited, at the option of Titan 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 & Indemnification

14.1 Indemnity by Introducer

- (a) The Introducer agrees and undertakes to continuously indemnify Titan FX and its Affiliates from and against any and all losses (including consequential losses), damages, and liabilities to which Titan FX becomes subject at any time arising out of, or in connection, with:
 - (i) any:
 - A) act or omission of the Introducer (whether directly or indirectly) in connection with its relationship with Titan FX or any Customer;
 - B) 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 14(a)(i);



- (b) All costs and expenses incurred by Titan FX and any of its Affiliates arising out of, or in connection with, any matter described in paragraph 14.1(a) must be paid or reimbursed by the Introducer, as required by the Titan 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 or enquiry within the terms of the indemnity set out in paragraph 18.1(a) or any matter incidental to such litigation, claim, investigation or enquiry, whether or not resulting in any liability;
 - (ii) the enforcement by Titan FX of its rights against the Customer under the Transaction Documents.
- (c) Titan FX may deduct all amounts owing to it, or which it estimates may be owed to it, as a result of the operation of paragraph 14.1(a) from amounts payable to the Introducer under clause 14, and the Introducer will pay any remaining deficit to Titan FX upon demand.
- (d) Titan FX may enforce its rights under this clause 14.1 without first exhausting any rights Titan FX may have against third parties, including the Customer.
- (e) Titan FX must promptly notify the Introducer under paragraph 14.1(a) in writing of any matter in respect of which indemnity or reimbursement may be sought under paragraph 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 paragraph 14.2(c), in no event will Titan FX 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 Titan 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 Titan FX Services;
 - (iv) any failure, malfunction or defect of Titan FX's and its Affiliates' software, hardware, electronic or mechanical equipment, or telecommunication channels or connections; or
 - (v) any delay or failure by Titan FX or its operators in acting on an order or instruction from a Customer;
 - (vi) the inaccuracy or incompleteness of any information provided by Titan FX, the Introducer, the Customer or any other third party;



- (vii) the provision, storage, relay or use of any information by Titan FX;
 - (viii) any delays, interruptions, errors or omissions in Titan FX collecting, recording, 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;
 - (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 14.2(c), in no event will Titan FX 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 Titan FX has been advised of the possibility of such loss or damage.
- (d) Subject to paragraph 14.2(c), in no event will Titan FX be held responsible for any trading losses suffered by Customers in connection with dealing in the Titan FX Products.

14.3 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.

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. and not by the actions or inactions of the other party.



15.2 Notice

The relationship of the Introducer and Titan FX is that of independent contractor and nothing in this Agreement:

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

- (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 Introducer gives the warranties in clause 16.4 in favour of Titan 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 Introducer must continuously indemnify Titan FX from and against any and all claims, actions, damages, losses (including consequential loss), liability, cost, charge, expense, outgoing or payment which Titan 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 Introducer

The Introducer represents and warrants for the benefit of Titan 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) 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 Titan FX are, to the best of the Introducer'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) Titan FX may assign this Agreement to any Affiliate or subsidiary of Titan FX or to any entity which succeeds to Titan FX's business without consent of the Introducer. However, in that event, Titan FX must notify the Introducer in writing within a reasonable period following such assignment.

17.2 Deemed Assignment by the Introducer

If:

- (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 Titan FX;
- (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 Titan FX, such an event will constitute an unlawful assignment of this Agreement allowing Titan FX to immediately terminate this Agreement under clause 6.3.

17.3 Delegation by Titan FX

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

18. Confidentiality

18.1 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 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 18.2, the provisions of this clause 18 survive the termination or expiration of this Agreement.

18.2 Customers

- (a) The Introducer agrees and acknowledges that all information in respect of the Customers obtained by Titan FX is confidential as between Titan FX and the Customer and that Titan FX is under no obligation to disclose such information to the Introducer.

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;
- (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.



19.3 Service

A communication given by:

- (a) post is deemed received 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.

19.4 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.

19.5 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.

20. Miscellaneous

20.1 Governing Law and Jurisdiction

- (a) This Agreement is governed by the laws of the state of Vanuatu.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Vanuatu.

20.2 Dispute Resolution

Any dispute question or difference of opinion concerning or arising out of this agreement should be settled by the parties by consultation.

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, 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

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

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.



Schedule

The latest introducer rebate schedule can be viewed at <https://titanfx.com/ib-rebate/>



www.titanfx.com