

INTRODUCING BROKER AGREEMENT

Introduction

- A. Depending on the country where you are incorporated or residing, a reference in this document to “we”, “us”, “our”, “ours”, “Titan FX” is a reference to one of the following entities:
 - a. Titan FX Limited, a company incorporated under the laws of Vanuatu, with company number 40313, and having its registered address at Govant Building, 1276 Kumul Highway, Port Vila, Vanuatu, or
 - b. any other entity incorporated as advised by us from time to time.
- B. A reference to “you” or “your” is a reference to you, the Introducer.
- C. Titan FX is a broker providing trading services in CFDs to retail and institutional customers.
- D. The Introducer wishes to introduce its worldwide customers to Titan FX (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.
- E. Titan FX wishes to use the services of the 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

Affiliates:

- i. A person who is an officer, employee, agent, contractor representative or associate of a party;
- ii. A Group Company of a party;
- iii. A person who is an officer, employee, agent, contractor, 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, statutes, regulations, licensing requirements, 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 Vanuatu and any other country, and all relevant rules, 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;

Auto-Referral Activity

Means when Introducing Broker gets commissions from trading operations carried on trading accounts by direct or circumstantial evidence controlled by the Introducing Broker.

Business Day:

A day the banks are open for general banking business, other than a Saturday, Sunday or public holiday in Vanuatu ;

Commencement Date:

The date on which both parties have agreed and accepted this Agreement;

Customer Account:



An account opened by a Customer with Titan FX;

Customer Agreement:

The terms and conditions between a Customer and Titan FX under which Titan FX deals in the Titan FX Products, as amended from time to time;

Customer:

A potential customer of the Introducer or an introduced customer who has never started an application with Titan FX as applicable;

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;

Group Company:

Any related body corporate of the Introducer or Titan FX, as the case requires;

Intellectual Property Rights: All and any business names, copyrights, patents, patent applications, trademarks, service marks, trade names, emblems logos, domain names, internet addresses, email addresses, designs, trade secrets, drawings, discoveries, inventions, improvements, technical data, formulae, computer programs, databases, processes and methodologies owned or used;

Introducer Fee:

The fee specified in the Schedule;

Liability:

The term liability includes any liability or obligation (whether actual, contingent or prospective), including for any Loss irrespective of when the acts, events or things giving rise to the liability occurred.

Loss:

The term loss includes all damage, loss, cost and expense (including legal costs and expenses of whatsoever nature or description).

Promotional Material:

Means any material or document (including electronic material or document) that is or is to be posted, distributed or circulated by any party to this Agreement.

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 more specifically financial services in relation to Contracts for Difference (CFDs) on commodities, foreign currencies, indices, cryptocurrencies and other securities from time to time;

Titan FX Products:

CFDs on commodities, foreign currencies, indices, cryptocurrencies and other securities offered by Titan FX from time to time;

Titan FX's Representatives:

Titan FX's representatives includes any person or persons nominated by Titan FX from time to time;

Titan FX's Intellectual Property:

All of Titan FX and Titan FX's Affiliates' intellectual property rights, including:

- a. ownership and control over elements such as the domain name www.titanfx.com;
- b. All goodwill in the name "Titan FX" and such other names used or registered by Titan FX;
- c. All Intellectual Property Rights arising out of, or in connection with, Titan FX performing the Titan FX Services;
- d. All Intellectual Property Rights arising out of, or in connection with, the System and the Titan FX Products;

System:

The electronic platform comprising trade, routing, middle office and back end systems required to effect a Transaction;

Transaction Documents:

The following documents, as amended from time to time:

- a. The Customer Agreement;
- b. The PDS;
- c. Any other documents 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 a Titan FX Product;

Titan FX Website:

Means any page and/or websites hosted by the web domain name or social media established by the Introducer.

2. Compliance

- 2.1.** The Introducer is solely responsible for ensuring that he/she is registered and authorised as an Introducer, or in some other capacity which authorizes the Introducer to provide Titan FX with the services contemplated under this Agreement.
- 2.2.** The Introducer must inform Titan FX if the Introducer suspects a Customer to be involved in illegal activities, money laundering or terrorism financing.
- 2.3.** The Introducer must comply with applicable laws, rules and regulations.
- 2.4.** The Introducer must notify Titan FX immediately if the Introducer is aware of any judgment, order, investigation proceeding, disciplinary sanction or any other action or claim related to the Introducer, any Customer or Titan FX. The Introducer must cooperate and assist Titan FX in addressing such matters.
- 2.5.** 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 endeavors to assist the other to comply under any Applicable Law with their respective obligations.

3. Introducer Duties and Rights

- 3.1.** The Introducer **must:**
 - 3.1.1.** direct and attract Customers to Titan FX to enable such Customers to deal with Titan FX;
 - 3.1.2.** make sure all information disclosed to the Customers is accurate and not misleading;
 - 3.1.3.** publish some information about Titan FX on its Website or other platforms if applicable, such as a link, corporate details, services;
 - 3.1.4.** carry out the services honestly, professionally and with due care and skill;
 - 3.1.5.** display risk warning about trading on their Website and/or inform the Customers of the risks related to trading and that Titan FX shall not be liable for any losses;
 - 3.1.6.** maintain proper business records regarding the provision of the services and permit Titan FX to inspect such business records at all reasonable times upon notice from Titan FX;
 - 3.1.7.** primarily promote and market Titan FX using Promotional Material provided directly by Titan FX. In case when Promotional Material is

prepared by the Introducer, the Introducer agrees that Titan FX shall have the right to monitor, verify, request to modify or stop distributing such Promotional Material; and

3.1.8. immediately stop providing any services upon being notified from Titan FX of the termination of this Agreement.

3.2. The Introducer **must not without the prior written consent** of Titan FX:

3.2.1. make or purport to make any representation on behalf of Titan FX; and

3.2.2. provide information of any kind relating to Titan FX to the press by way of interviews, press releases or otherwise and refer enquiries or requests from the press to Titan FX.

3.3. The Introducer **must not**:

3.3.1. hold itself out as a partner, agent or legal representative of Titan FX for any purpose;

3.3.2. hold itself out as having authority to bind Titan FX in any way;

3.3.3. hold itself out as a Representative or Affiliate of Titan FX;

3.3.4. send emails to promote Titan FX to Customers who did not subscribe to/elect to receive such emails;

3.3.5. log into Customer accounts or conduct trading on their behalf;

3.3.6. target customers from jurisdictions to which Titan FX does not offer services to. The Introducer will not receive any Introducer Fee from such customers;

3.3.7. persuade or pressure Customers to make deposits or place trades to increase their Introducer Fee;

3.3.8. register a business or domain name including the wording Titan FX or similar variations, translations or misspellings;

3.3.9. utilize through any search engine activity within any territory, keywords, search terms, URL links or any other brand identifiers with the wording Titan FX or similar variations, translations or misspellings without the prior written consent of Titan FX. This includes, but not limited to PPC systems, social media (including videos), mobile networks and display networks;

3.3.10. purchase, obtain or use, any keywords, with reference to the wording Titan FX or similar variations, translations or misspellings, on advertising to drive traffic to its Website;

3.3.11. copy, duplicate or appropriate any part of the Titan FX Website without written permission from Titan FX;

3.3.12. engage into illegal, improper, misleading or deceptive conduct which may be detrimental on Titan FX reputation;

3.3.13. become a Customer using its affiliate link;

- 3.3.14.** perform any kind of monetary relationship with the Customers, including accepting any money, securities or other property on behalf of Titan FX. 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. 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.
- 3.3.15.** pay any fees, commissions, brokerage or any pecuniary or other benefit to any party for the introduction of any Customers or prospective Customers, or for any information in relation Customers or prospective Customers, without Titan FX's prior consent;
- 3.4.** If required by Titan FX, the Introducer must explain to Customers, in a form and substance approved by Titan FX, the relationship between the Introducer and Titan FX including, the fact:

 - 3.4.1.** that Titan FX and the Introducer are separate business entities and are not affiliated in any way;
 - 3.4.2.** 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;
 - 3.4.3.** that the Transaction Documents do not constitute a recommendation or opinion that Titan FX Products are appropriate for the Customer;
 - 3.4.4.** 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.
- 3.5.** In addition to its other obligations under this Agreement, the Introducer must cooperate with Titan FX and provide Titan FX with all information, assistance and support required by Titan FX on a timely basis.
- 3.6.** The Introducer agrees that if a Customer requests to be unlinked from the Introducer, Titan FX shall comply with such request and cease paying the Introducer Fee to the Introducer.
- 3.7.** The Introducer agrees to promptly notify in writing and assist Titan FX with 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.

- 3.7.1.** If a Client complaint or claim is made to or against Titan FX, the Introducer understands that Titan FX has sole discretion to resolve the complaint or claim in accordance with its internal procedures and the Applicable Laws;
- 3.7.2.** If a Client complaint or claim is made to or against the Introducer in relation to a Titan FX Product or Titan FX Service, the Introducer must pass the details of the complaint to Titan FX, including communications, notices, and other documents issued or received concerning such complaints. For the avoidance of doubt, the Introducer must:
- 3.7.2.1.** obtain prior consent from Titan FX prior to sending any correspondence to a Client, the Client's Representative or any regulatory authorities; and
 - 3.7.2.2.** provide a copy of all correspondence the Introducer receives in relation to the complaint or claim within two (2) Business Days from receipt.

4. Non exclusivity

- 4.1.** Titan FX enters into this Agreement on a non-exclusive basis. Titan FX and the Introducer acknowledge and agree that the Introducer may engage in other business activities in carrying on the Introducer's business. The Introducer must give Titan FX at least thirty (30) days' written notice before it enters into an introduction arrangement with any other provider which is of the same or a similar kind to the financial services provided by Titan FX.
- 4.2.** 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. Titan FX Duties and Rights

- 5.1.** Titan FX must provide a System access to enable the Introducer to use Titan FX Services.
- 5.2.** Titan FX reserves the right to schedule regular and irregular service maintenance without permission from the Introducer.
- 5.3.** Titan FX will communicate requests for security, collateral and margin directly to the Customer.

- 5.4. All Transactions will be concluded directly between Titan FX and the Customers. The Introducer is not granted authority to conclude any Transaction with the Customers on behalf of Titan FX or to conclude any Transaction for the Customers.
- 5.5. 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.
- 5.6. 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.
- 5.7. Titan FX may in its absolute discretion:
 - 5.7.1. reject any prospective Customer; or
 - 5.7.2. refuse to deal with a Customer; or
 - 5.7.3. terminate any agreement it has with a Customer.

6. Term of Agreement

- 6.1. Either party may terminate this Agreement by providing the other party with at least 7 days' written notice.
- 6.2. Titan FX may terminate this Agreement with immediate effect if:
 - 6.2.1. the Introducer violates the conditions of this Agreement;
 - 6.2.2. the Introducer ceases to be fit and proper to perform its obligations under this Agreement;
 - 6.2.3. Titan FX is unable to establish communication with the Introducer after several attempts in writing;
 - 6.2.4. the Introducer becomes insolvent;
 - 6.2.5. the Introducer commits fraud or abuse;
 - 6.2.6. the Introducer or any of its officers, agents or employees are charged or investigated with any criminal offense which in the reasonable opinion of Titan FX brings the Introducer or Titan FX into serious disrepute; or
 - 6.2.7. 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.
 - 6.2.8. a regulatory authority commences an enforcement action, disciplinary action, administrative action or legal proceeding in relation to the Introducer.
- 6.3. Upon termination, the Introducer must:

- 6.3.1.** stop using Titan FX trademark;
 - 6.3.2.** stop promoting itself as an Introducer of Titan FX;
 - 6.3.3.** promptly withdraw any Promotional Material from distribution and circulation and cease to make available the Promotional Material, on Titan FX giving notice to the Introducer;
 - 6.3.4.** Return any Promotional Material; and
 - 6.3.5.** immediately cease all activities relating to Titan FX Services and Titan FX Products that may in any way imply that this Agreement continues to be in force.
- 6.4.** Titan FX must pay the Introducer Fee due to the Introducer for Customers introduced before the termination of the Agreement unless provided otherwise. For clarity, the Introducer will not be entitled to receive the Introducer Fee for any Customers introduced after the date of termination of this Agreement.

7. Fees & Expenses

- 7.1.** In consideration of the provision by the Introducer of its services to Titan FX as contemplated under this Agreement, Titan FX must pay the Introducer Fee in accordance with the Schedule, which forms an inseparable part of the present Agreement.
- 7.2.** Titan FX can change the Introducer Fee structure in the Schedule at its discretion at any time upon notification to the Introducer.
- 7.3.** The parties further agree that any trades subsequently voided, reversed or cancelled by Titan FX in accordance with the Transaction Documents and related documentation will not be considered for the purposes of calculating the Introducer Fee.
- 7.4.** Despite paragraph 7.1 Titan FX reserves the right (in its absolute discretion) not to pay an Introducer Fee to the Introducer:
- 7.4.1.** if a Customer requests to be unlinked from the Introducer;
 - 7.4.2.** if a Customer and the Introducer are the same persons or the Introducer's immediate family member or Affiliate;
 - 7.4.3.** if the event of fraudulent or illegal activities of the Introducer or any of its Customers;
 - 7.4.4.** if there is no clear link between the Customer and the Introducer;
 - 7.4.5.** if the activities of the Introducer or any of its Customers are considered suspicious by Titan FX;
 - 7.4.6.** in case of reasonable suspicion by Titan FX of Auto-Referral Activity performed by the Introducer;
 - 7.4.7.** the Introducer acts in bad faith to generate commissions;

- 7.4.8.** the results of the Customers' transactions are canceled because they were executed at non-market quotations;
- 7.4.9.** if the Introducer breaches this Agreement;
- 7.4.10.** if the Introducer targets Customers from jurisdictions to which Titan FX does not offer services;
- 7.4.11.** 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.
- 7.4.12.** where Titan FX is not permitted to make Fee payments pursuant to any Applicable Laws, direction from a regulator or order of a court.
- 7.5.** The payment of the Introducer Fee must be deposited into the account opened with Titan FX within five (5) Business Days after the end of each month.
- 7.6.** If the Introducer does not agree with the Introducer Fees for a particular month, the Introducer must notify Titan FX in writing of the disputed amount and the reason for the dispute within 30 days of the month for which the Introducer Fees payment was made.
- 7.7.** After the Introducer Fee is reflected in the account opened at Titan FX, the Introducer may perform the withdrawal process.
- 7.8.** The Introducer must provide Titan FX with accurate and complete contact and payment information and inform Titan FX of any changes.
- 7.9.** From time to time Titan FX may perform additional due diligence and compliance checks prior to the withdrawal process. The payment of the Introducer Fee cannot be done to a third party.
- 7.10.** Payments to the Introducer must be made directly by Titan FX or its Affiliates. Payments can be delayed due to processing, Titan FX is not liable for any delay in payment.
- 7.11.** The Introducer undertakes to pay all tax, money, transfer fees, currency conversion fees and other mandatory payments.
- 7.12.** Despite anything to the contrary in this Agreement, Titan FX may:
 - 7.12.1.** withhold payment of Introducer Fees to the Introducer if the Introducer, an Affiliate of the Introducer or any Customer owes money (under this Agreement or otherwise) to Titan FX or an Affiliate of Titan FX; and
 - 7.12.2.** set off any Introducer Fees payable to the Introducer against any

money the Introducer, an Affiliate of the Introducer or any Customer owes (under this agreement or otherwise) to Titan FX or an Affiliate to Titan FX without prior notice to the Introducer.

- 7.13.** Introducer Fee will be repayable by the Introducer to Titan FX to the extent that the Introducer Fee has been:
- 7.13.1.** incorrectly or over-paid; or
 - 7.13.2.** paid after the Introducer's entitlement has ceased under clause 7.4.

8. Intellectual Property Rights

- 8.1.** To avoid any doubt, a party will own all Intellectual Property Rights in any material it creates to enable its systems and software to directly interface, or integrate, with the other party's systems or software, including processes, systems, software and materials required for the purpose of providing the services under this agreement.
- 8.2.** A party must not use any trademark or logo of another party or an Affiliate of the other party without the prior written consent of the other party.
- 8.3.** 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.
- 8.4.** The Introducer must not do anything or cause anything that would compromise Titan FX's right, title and interest in Titan FX's Intellectual Property.
- 8.5.** if the Introducer becomes aware of an infringement on any of Titan FX's Intellectual Property Rights or if the Introducer becomes aware of a claim by any party that Titan FX's Products, trademarks or logos infringe on a third party's intellectual property or ownership rights, the Introducer must promptly notify Titan FX in writing.
- 8.6.** The Introducer must comply with any Intellectual Property applicable laws and regulations at all times.
- 8.7.** Upon termination of this Agreement, the Introducer must immediately surrender all materials related to Titan FX's Intellectual Property and provide a certificate of destruction of any digital copies which the Introducer holds in its premises, servers etc.

9. Taxes

- 9.1.** The Introducer is an independent contractor and as such is liable for the payment of any income, profit and withholding tax payable, insurance contributions or any other assessments incurred by it in the course of its business generally and in relation to this Agreement.

- 9.2. 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.
- 9.3. The provisions of this clause 9 survive the termination or expiration of this Agreement.

10. Liability, warranties and indemnity

- 10.1. Titan FX and its Affiliates do not warrant or guarantee that:
 - 10.1.1. the System and Titan FX Services will meet the requirements of the Introducer and/or any Customer;
 - 10.1.2. the operation of the System and Titan FX Services will be uninterrupted, error-free and free of any viruses or bugs.
- 10.2. The Introducer warrants that:
 - 10.2.1. the Introducer is duly organized, validly existing and in good standing;
 - 10.2.2. the Introducer has the authority and authorisation under local laws to enter into this Agreement;
 - 10.2.3. the performance of this Agreement does not violate any laws or regulations;
 - 10.2.4. it has not relied on any representation made by Titan FX which has not been expressly stated in this Agreement;
 - 10.2.5. all information provided by the Introducer is complete and accurate;
 - 10.2.6. the Introducer has no relationship with organized crime groups;
 - 10.2.7. the Website of the Introducer complies with laws and regulations or does not breach any persons rights; and
 - 10.2.8. the Website of the Introducer does not contain pornographic, defamatory, violent or harmful content.
- 10.3. 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 any:
 - 10.3.1. act or/and omission of the Introducer (whether directly or indirectly) in connection with its relationship with Titan FX or any Customer;
 - 10.3.2. failure by the Introducer to perform its obligations under this Agreement in whole or in part, or in a timely manner;
 - 10.3.3. negligent or unlawful conduct by or on behalf of the Introducer and its employees, representatives, agents or any contractors;
 - 10.3.4. breach of this Agreement by the Introducer; and/or

- 10.3.5.** infringement or alleged infringement on a third party's intellectual property rights by you whilst acting in your capacity as an Introducer.
- 10.4.** 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:
- 10.4.1.** any failure by Titan FX to perform any of its obligations under this Agreement;
 - 10.4.2.** any malfunctions, failures or errors in programming in relation to the System; or
 - 10.4.3.** any delay, fault, failure in or loss of access to the Titan FX Services;
 - 10.4.4.** any failure, malfunction or defect of Titan FX and its Affiliates' software, hardware, electronic or mechanical equipment, or telecommunication channels or connections; or
 - 10.4.5.** any delay or failure by Titan FX or its operators in acting on an order or instruction from a Customer;
 - 10.4.6.** the inaccuracy or incompleteness of any information provided by Titan FX, the Introducer, the Customer or any other third party;
 - 10.4.7.** the provision, storage, relay or use of any information by Titan FX;
 - 10.4.8.** any delays, interruptions, errors or omissions in Titan FX collecting, recording, processing, storing or disseminating information;
 - 10.4.9.** any advice or recommendation provided by the Introducer to Customers;
 - 10.4.10.** any trading losses suffered in connection with dealing with Titan FX Products.
 - 10.4.11.** the action or inaction of third parties; and/or
 - 10.4.12.** any failure by the Titan FX to make available information, materials, software, hardware, equipment and personnel as and when required under this Agreement;
- 10.5.** 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.
- 10.6.** The liability of Titan FX for any breach of any term, condition or warranty will be limited to the amount of the Introducer Fee paid by Titan FX to the Introducer in the 12 months prior to the action giving rise to the liability.
- 10.7.** 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.

10.8. The provisions of this clause 10 survive the termination or expiration of this Agreement.

11. No partnership

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

11.1.1. creates or will be deemed to create a partnership, a joint venture, the relationship of principal and agent or employee and employer, an agent and principal relationship and any other relationship other than the relationship of a principal and an independent contractor as between the Introducer and Titan FX; or

11.1.2. 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.

11.2. The parties acknowledge and agree that:

11.2.1. Any Introducer Fee paid by Titan FX to the Introducer under this Agreement does not constitute wage or salary;

11.2.2. Neither the Introducer nor any employees, officers, agents, subcontractors of the Introducer are entitled to payment from Titan FX of any annual leave, annual leave loading, personal leave, redundancy, severance pay, long service leave or any other entitlement to which an employee of any of them may be entitled;

11.2.3. Subject to the statutory requirements of the Introducer's residence or registration, the Introducer accepts full responsibility for providing welfare policies to its employees and maintaining insurance as required by Applicable Laws.

12. Force Majeure

12.1. No party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to a Force Majeure event (other than obligations in relation to the payment of monies accruing prior to Force Majeure).

12.2. If a delay or failure or anticipated failure by a party to meet its obligations due to Force Majeure, the performance of that party's obligations will be temporarily suspended.

12.3. If a Party's delay or failure to perform its obligations due to Force Majeure exceeds five (5) Business Days, either party may immediately terminate the Agreement by providing written notice to the other party, without attributing such termination to the actions or inactions of the other party.

13. Assignment

- 13.1.** The rights and obligations of the Introducer under this agreement cannot be assigned or/and subcontracted in whole or in part, directly or indirectly without the prior written consent of Titan FX.
- 13.2.** Titan FX may assign or otherwise transfer the benefit of this Agreement at any time without the Introducer's consent.

14. Confidentiality

- 14.1.** 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.
- 14.2.** Each party must:
 - 14.2.1.** not use Confidential Information of the other party other than for the purposes of this Agreement; and
 - 14.2.2.** not disclose Confidential Information to any other party (except to such party's employees and agents who are required to know for the purposes of this Agreement and except as may be required by any Applicable Law and always on a confidential basis) without the prior written consent of the provider.
 - 14.2.3.** 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 or deleted by the recipient of the Confidential information.
 - 14.2.4.** not make press or other announcements or releases relating to this agreement and the Transactions the subject of this agreement without the approval of the other parties as to the form and manner of the announcement or release unless and to the extent that the announcement or release is required to be made by the party by law.
- 14.3.** Upon the termination of this Agreement, the Introducer must promptly return or, at the choice of Titan FX, delete all received Confidential Information.

14.4. The provisions of this clause 14 survive the termination or expiration of this Agreement.

15. Privacy

15.1. The Introducer agrees and acknowledges that Titan FX is the exclusive owner of all Customers' names and data. Consequently, the Introducer is prohibited from selling, disclosing, using or publishing the Customers' name and data.

15.2. The Introducer agrees and acknowledges that all information in respect of the Customers obtained by Titan FX is confidential, establishing a confidential relationship between Titan FX and the Customer and that Titan FX is under no obligation to disclose such information to the Introducer.

15.3. The Introducer must comply at all times with the laws and regulations pertaining to data protection in Vanuatu and in the jurisdictions where it operates.

15.4. The Introducer agrees that its data can be processed by Titan FX and its Affiliates.

15.5. Upon the termination of this Agreement, the Introducer must promptly return or, at the choice of Titan FX, delete all received personal data.

15.6. The provisions of this clause 15 survive the termination or expiration of this Agreement.

16. Notices

16.1. Unless expressly stated otherwise, the Parties must send any notice in writing in English via post or electronic email.

16.2. The notice may be sent to the last email address provided by Titan FX or the Introducer or to the registered address of Titan FX or the Introducer.

17. Governing Law and Jurisdiction

17.1. Depending on where the Introducer resides or where the Introducer is incorporated, this Agreement is governed by the laws of the country of incorporation of one of our following entities:

17.1.1. Titan FX Limited: Vanuatu, or

17.1.2. any other country of incorporation of our entities incorporated from time to time.

17.2. The Introducer agrees to submit to the applicable jurisdiction's courts and bring any claim you may have before them. These courts will have sole

authority to settle any disputes that may arise between you and us. The applicable jurisdiction shall be one of the following:

- 17.2.1.** Titan FX Limited: Vanuatu, or
 - 17.2.2.** any other jurisdiction where our entities are incorporated from time to time.
- 17.3.** If a court or regulatory body of competent jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the rest of this Agreement shall remain in full force and effect.

18. Miscellaneous

- 18.1.** 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.
- 18.2.** Each party must do all things necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.
- 18.3.** This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.
- 18.4.** The English language version of this Agreement shall be the official and controlling version in all respects and shall prevail in case of any inconsistencies with translated versions. Any other language versions of this Agreement are provided for convenience only.
- 18.5.** A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.
- 18.6.** If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.
- 18.7.** A party is not liable for Loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this Agreement.
- 18.8.** By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.
- 18.9.** The parties' rights and remedies under this agreement may be exercised even if this involves a conflict of duty or a party has a personal interest in their exercise.
- 18.10.** Except to the extent this Agreement provides otherwise, a provision of this Agreement or a right created under it, may not be waived except in writing, signed by the party or parties to be bound.

- 18.10.1.** This Agreement may be varied at any time by Titan FX together

giving written notice to the Introducer of the variation. The Introducer is taken to have agreed to any variation of this Agreement after receipt of the notice of variation by:

- 18.10.1.1.** accepting a payment of Introducer Fees; or
- 18.10.1.2.** otherwise confirming the Introducer's agreement to the variation.

18.10.2. This Agreement may also be varied in any other manner set out in this agreement or in writing signed by the parties.

18.11. The indemnities in this Agreement are continuing obligations, independent from the other obligations of the parties under this Agreement and continue after this Agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this Agreement.

18.12. The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this agreement and other related documentation.