

## INTRODUCING BROKER AGREEMENT

### INTRODUCTION

The undersigned (hereinafter referred to as the "Introducing Broker") Introducing Broker wishes to refer Clients to Brickhill Capital (NZ) Limited (hereinafter referred to as the "Principal") according to the terms and conditions set out in this Agreement (hereinafter referred to as the "Agreement"). Brickhill Capital (NZ) Limited and the Introducing Broker shall be sometimes referred to herein as the "Parties."

### 1. DEFINITION

*In this Agreement, unless the context otherwise requires:*

#### "Business Day"

means a day (other than a Saturday or a Sunday or a national holiday) when banks are open for business in the recognized principal financial centre(s) of the relevant currency/ies and which is also not an official bank holiday in New Zealand.

#### "Client"

Means a client who has been or is identified as introduced by the Introducing Broker to the Principal and with whom the Principal enters into a Client Agreement.

#### "Commencement Date"

Is the date that the Principal acknowledge receipt of the signed copy of this Agreement.

#### "Confidential Information"

means all information concerning the organisation, business, finances, clients, suppliers, employees, affairs, transactions, trade secrets, operations, processes or dealings of the Principal which is not in the public domain and which is or may be received by the Introducing Broker in connection with this Agreement.

#### "Electronic Trading Platform"

means any electronic system (including "Trading Platform", "Brickhill Capital Trader", MetaTrader platforms, web-based platforms, mobile platforms, etc.) operated by the Principal, through which the Principal provides investment services to the Client.

#### "Financial Services"

means any products or services supplied by the Principal to prospective Clients in the course of its business that the Principal is authorised to supply.

#### "Legislation"

means all Acts, Regulations, Codes of Practice and any relevant circular, directive, policy statement and the like issued by New Zealand in force from time

#### "Prospective Client"

means any person who is identified by the Introducing Broker to provide information of the Principal to, or to be referred to the Principal, or is interested to enter into any business relationship with the Principal.

#### "Introducing Broker Referral Fee Distribution"

means the method by which the Introducing Broker will be compensated for referring a new Introducing Broker to the Principal, as set out in the table of the Introducing Broker Referral Fee Distribution form enclosed in Appendix 3 of this Agreement, as amended from time to time, which is to be calculated and distributed by the Principal.

#### "Referral Fee"

means the fee payable by the Principal to the Introducing Broker pursuant to clause 5 and as set out in Schedule 1.

#### "Referral Fee Schedule"

means Schedule 1 which may be amended from time to time as mutually agreed between the Principal and the Introducing Broker.

### 2. INTERPRETATION

*Unless the context otherwise requires:*

- 2.1. A word which denotes the singular denotes the plural and vice versa;
- 2.2. Any gender denotes the other genders; and
- 2.3. A person includes an individual, a body corporate and a government body.

### 3. OBLIGATIONS AND RIGHTS OF THE INTRODUCING BROKER

3.1. The Introducing Broker agrees, in accordance with this Agreement, to refer prospective Clients to the Principal for the purpose of the Principal providing Financial Services to that Client, subject to clauses 4.1.1 and 4.1.2.

3.1.1. The Introducing Broker must comply with all of the laws that are applicable to the referral of prospective Clients to the Principal in the relevant country.

3.1.2. The Introducing Broker must not refer citizens and residents in United States without the prior consent of the Principal.

3.2. The Introducing Broker must (and must ensure that their employees and their representatives) do the following:

- 3.2.1. Only provide information which has been approved by the Principal;
- 3.2.2. Obtain the Principal's written approval before publishing any information or documents (electronically or otherwise) which refer to the Principal;
- 3.2.3. Comply with:

3.2.3.1. the Principal's codes of practice, systems, policies and procedures as may be notified from time to time; any reasonable direction of the Principal in respect of the provision of the

3.2.3.2. Financial Services to the Client.

3.2.4. Disclose to the Client at the time of making the referral or as soon as

practically possible thereafter that the Referrer will receive a commission from the Principal in respect of the referral.

3.3. The Introducing Broker acknowledges that all documents about the Financial Services of the Principal supplied by the Principal remain the property of the Principal and must be returned to the Principal on request.

3.4. The Introducing Broker must:

3.4.1. provide the Principal, at intervals agreed between the Parties, a client list with the details of the Clients (to be agreed between the Parties) it has referred to the Principal.

3.4.2. Ensure that all of its officers, employees, staff and representatives are properly trained to perform their functions in relation to this Agreement.

3.4.3. notify the Principal promptly of any:

3.4.3.1. Breaches of this Agreement or any breaches of government legislation, rule, regulation or regulatory policy in connection with its functions pursuant to this Agreement; and

3.4.3.2. Complaints made by Clients of the Principal or prospective Clients in respect of the Introducing Broker's referral to the Principal and its Financial Services.

3.5. The Introducing Broker has the right to create its own partnership network by referring new Introducing Brokers to the Principal. There is no restriction to the number of new Introducing Brokers that an existing Introducing Broker may have. However, the Introducing Broker is under an obligation to notify the Principal of any such partnerships through the Introducing Broker Referral Fee Distribution form as set out in Appendix 3.

### 4. OBLIGATIONS OF THE PRINCIPAL

*The Principal must:*

4.1. Provide the Introducing Broker with the policies, procedures, templates and promotional materials with which it requires the Introducing Broker to comply or to use.

4.2. Inform the Introducing Broker immediately if the license and/or accreditations are terminated, restricted, suspended, made subject to any conditions, or if any investigation is carried out by any legal enforcement body.

### 5. CONSIDERATION

#### 5.1. Remuneration

5.1.1. The Principal agrees to pay the Introducing Broker a Referral Fee according to the terms and conditions stipulated in Appendix 1 and Appendix 3 for each Client and/or new Introducing Broker's client who executes trades on Brickhill Capital's Electronic Trading Platform.

5.1.2. The Referral Fee is not payable in respect of a Client and/or Introducing Broker who is an existing Client or Introducing Broker of the Principal and a Client or Introducing Broker previously referred to the Principal by a Client other than the undersigned Introducing Broker. Refer to Schedule 1 for more details.

#### 5.2. Cost

5.2.1. Both Parties agree to pay its own costs of negotiating, preparing and executing this Agreement and performing its due obligations under this Agreement.

5.2.2. Both Parties shall pay its own taxes and duties.

5.3. The Introducing Broker shall be fully responsible to obtain any legal guidance/opinion and in for paying all legal fees in connection with commencing operations of its business, including all printing costs for its forms, brochures, and other promotional material for distribution to prospective Clients of the Introducing Broker, and all fees related to the revision of the forms, brochures and promotional material, to comply with the law of New Zealand and any other countries or territories that the Introducing Broker operates his business in relation to this Agreement.

### 6. CONFIDENTIALITY AND DISCLOSURE

6.1. Any product, material or document that has been developed or created for the purpose of this Agreement by the Principal is owned by the Principal and, except for the purpose of this Agreement, must not be used by the Introducing Broker (either solely or in conjunction with a third party) without the prior written agreement of the Principal.

6.2. Except as required by law or by a regulatory authority, both Parties (and its officers, employees, agents, contractors and related bodies corporate) must not divulge or make use of any Confidential Information other than for the purposes of this Agreement. This clause should survive the termination of this Agreement.

6.3. The Introducing Broker warrants that it has fully disclosed to the Principal all material information and circumstances known to it which would be likely to affect the Principal's decision to enter into this Agreement.

### 7. SUPERVISION AND DUE DILIGENCE

7.1. The Introducing Broker will diligently and carefully supervise the activities and sales practices of its officers, employees and agents and all aspects of its office operations and follow all compliance and sales practices of its officers, employees and agents and all aspects of its office operations and follow all compliance rules and policies relevant to such supervision including adopting appropriate written compliance procedures (and supervisory controls to ensure that the compliance procedures and adhered to).

7.2. The Introducing Broker agrees to assume responsibilities for compliance with the rules and regulations of New Zealand and all other regulatory and self-regulatory agencies, domestic and foreign.

7.3. The Introducing Broker shall promptly notify Brickhill Capital in writing of the assertion of any material claim against the Introducing Broker by any Clients or of the institution against it of any suit or proceeding by any Client or by any regulatory agency; and of every material development in such suit or proceeding.

7.4. The Introducing Broker is required to exercise 'know your customer' (KYC) on all clients it introduces to the Principal and exercise the due diligence required in compliance with the applicable laws, and other international anti-money laundering laws.

7.5. It will be the responsibility of the Introducing Broker to promote the Principal's Financial Services strictly in compliance with the applicable laws, and other international anti-money laundering laws. The Principal in no way accepts responsibility for any violation of such laws committed by the introducing Broker.

7.6. The Introducing Broker is obligated to report and suspicious transactions to the Principal if any transactions conducted by its Client through the Financial Services provided by the Principal seem abnormal in nature.

### 8. INDEMNITY

The Introducing Broker will indemnify the Principal for any loss or damage sustained by the Principal as a result of any act or omission by the Introducing Broker or its agents, employees or clients, whether that act or omission constitutes a breach of this Agreement or not. This clause will survive the termination of this Agreement.

### 9. TERMINATION AND DEFAULT

9.1. This Agreement will commence on the Commencement Date and is auto-renewed yearly until terminated in accordance with the following clauses.

9.2. The Principal may suspend the authority granted to the Introducing Broker under this Agreement immediately if the Introducing Broker:

9.2.1. breaches any Legislation;

9.2.2. in the reasonable opinion of the Principal, commits any serious or persistent breach of any of the provisions of this Agreement or any policy or procedure with which the Principal from time to time requires the Introducing Broker to comply;

9.2.3. Being a corporation, undergoes a material change in its management, control or beneficial ownership; or

9.2.4. Is in the reasonable opinion of the Principal, suspected of abusing the authority granted in this Agreement to engage in fraud.

9.3. The suspension may operate until the breach is remedied to the reasonable satisfaction of the Principal. If the Introducing Broker does not remedy the breach within 7 days of receipt of notification or the breach is not capable of being remedied, the Principal may terminate this Agreement with immediate effect.

9.4. This Agreement may be terminated:

9.4.1. By either party giving the other party 30 days advance notice in writing; or if the Principal reasonably considers that the Introducing Broker is acting in a manner which is

9.4.2. Unprofessional, unethical or likely to harm the professional standing of the Principal, by the Principal giving the Introducing Broker 7 days advance notice in writing.

9.5. Either party may terminate this Agreement with immediate effect if:

9.5.1. Being a corporation, a party goes into liquidation or has a receiver or administrator appointed (whether voluntarily or not) or, being an individual, becomes bankrupt;

9.5.2. A party is convicted of a criminal offence or being a corporation, an officer of a party is convicted of a criminal offence or banned from acting as a director of a corporation;

9.5.3. A party is the subject of a banning order or disqualification from providing financial services by the regulatory body they are bound to; or

9.5.4. A party ceases to carry on business or fails to hold a license or authorisation required to perform its obligations under this Agreement.

9.6. The Introducing Broker must notify the Principal immediately if any event occurs which would entitle the Principal to terminate this Agreement or suspend the authorities conferred by this Agreement.

#### 10. OBLIGATIONS AT THE END OF THE AGREEMENT

On termination of this Agreement, the Introducing Broker must:

10.1. Return to the Principal all forms of documentation, promotional material, policies, procedures and templates which the Principal has provided to the Introducing Broker for the purpose of this Agreement;

10.1.1. Immediately cease providing information to any persons about the Principal or the Financial Services provided by the Principal or its representatives and how to contact the Principal or its representatives;

10.1.2. Immediately cease to hold out or represent that it has any business relationship with the Principal or is or was capable of referring people to the Principal for Financial Services;

10.1.3. Immediately pay any money due to the Principal and request payment of any remuneration due to the Introducing Broker as at termination of this Agreement and the Introducing Broker may not make any claim for unpaid remuneration more than 1 month after the termination of this Agreement;

10.1.4. Must not hold the Principal responsible for any loss of profits or anticipated profits or otherwise by reason of the expiration or termination of this agreement;

10.1.5. not directly or indirectly for 12 months after termination provide services the same or similar to Financial Services, or provide information about any other Financial Institutions who provide services the same or similar to Financial Services, to any Clients whom the Introducing Broker has referred (to) the Principal pursuant to this Agreement; and

10.2. This clause 10 shall survive the termination of this Agreement.

#### 11. DISPUTE RESOLUTION

The Parties must attempt in good faith to resolve any dispute, by negotiation in connection with this Agreement.

#### 12. LITIGATION

Both Parties represent that there is no claim, action, suit or proceeding pending or, to the Party's knowledge, threatened against the Party at law, in equity, by way of arbitration or before any governmental department, commission, board or agency that might have a material adverse effect on the other Party, nor is the Party aware of any reasonable basis thereof.

#### 13. NOTICE

13.1. Unless stated otherwise in this Agreement, a notice, consent, approval, waiver or other communication in connection with this Agreement must be in writing in English and signed by the sender or a person authorised by the sender.

13.2. In addition to any other lawful means, notices may be:

13.2.1. Delivered personally to a party or left at a party's current address (as the respective Parties may designate from time to time);

13.2.2. Sent by pre-paid mail to a party's current address (as the respective Parties may designate from time to time);

13.2.3. Transmitted by facsimile to a party's current fax number (as the respective Parties may designate from time to time); or

13.2.4. Sent by electronic-mail to a party's current email address (as the respective Parties may designate from time to time).

13.3. Notices take effect from the time they are received (or deemed to have been received), unless a later time is specified.

13.4. If a notice is received after 5.00 pm on a Business Day, or on a day which is not a Business Day, that notice is deemed to have been received at 9.00 am on the next Business Day.

13.5. If a notice is transmitted by facsimile, that notice is deemed to have been received when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on the report.

13.6. A party may amend its details for delivery of notices from time to time by notice to the other Parties.

#### 14. AMENDMENTS

The Principal may amend this Agreement by notice in writing to the Introducing Broker at any time. Any such amendment shall take effect from the date specified by the Principal but may not be retrospective or affect any rights or obligations that have already arisen.

#### 15. ENTIRE AGREEMENT

This Agreement together with all schedules, attachments, appendices and documents specifically incorporated by reference constitutes the entire agreement between the Parties

about its subject matter and supersedes all previous communications, representations or agreements between the Parties on the subject matter.

#### 16. RELATIONSHIP OF PARTIES

16.1. The Introducing Broker is the agent of its Client and/or prospective Clients and in that capacity is not the agent of the Principal. The Introducing Broker is not a partner, employee or representative of the Principal.

16.2. The Introducing Broker is not a representative of the Principal and is not authorised by the Principal to provide Financial Services on the Principal's behalf and the Introducing Broker must not say or imply anything to the contrary to any person.

16.3. The Introducing Broker must not do or say anything that will or is likely to damage or diminish the Principal's business or reputation. This clause will survive the termination of this Agreement.

#### 17. AUTHORITY

17.1. The Principal authorises the Introducing Broker to provide any person with information about the following (hereinafter referred to as the "Information"):

17.1.1. The Financial Services and/or other services provided by the Principal or its representatives and employees;

17.1.2. Any current marketing or promotional material, documents or information about the Principal that has been issued by the Principal and not withdrawn; and

17.1.3. The Principal's contact information.

17.2. When the Introducing Broker provides Information to any prospective Clients the Introducing Broker must not:

17.2.1. Provide any advice regarding the Financial Services to the prospective Client;

17.2.2. Publish statements or documents about the Financial Services unless the same have been supplied or approved in writing by the Principal; and

17.2.3. Hold out to the prospective Client that the Introducing Broker is authorised to supply Financial Services, on behalf of the Principal.

#### 18. WAIVER

18.1. If a party:

18.1.1. fails to exercise any right given by or under this Agreement;

18.1.2. Permits a relaxation or indulgence to another party; or

18.1.3. Does not exercise any right fully or at a given time, then that is not a waiver of that right, and the party may still exercise it later.

18.2. A provision of this Agreement or a right created under it may not be waived except in writing signed by the Parties to be bound.

#### 19. SEVERABILITY

19.1. If any provision of this Agreement is:

19.1.1. Void;

19.1.2. Voidable by a party;

19.1.3. Unenforceable; or

19.1.4. Illegal,

it is to be read down so as to be valid and enforceable or, if it cannot be read down, the provision is, where possible, the offending words are to be severed from this Agreement without affecting the validity or enforceability of the remaining provisions (or parts of those provisions) of this Agreement.

#### 20. ASSIGNMENT

20.1. A party may not assign, charge or otherwise deal with its rights and obligations under this Agreement in any way without the prior written consent of the other party which shall not be unreasonably withheld.

20.2. A party must not unreasonably withhold its consent to an assignment or dealing.

#### 21. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law in force in the New Zealand. The Parties submit to the non-exclusive jurisdiction of courts of New Zealand and any courts that may hear appeals from those courts about any proceedings in connection with this Agreement.