

AGREEMENT: JETS & MR PETTMAN

This Agreement is made on the date of last signature set out below between:

- (1) The JET GROUP SERVICES Limited, a company incorporated in England and Wales with registered number 10283570 whose registered address is Moor Place, 1 Fore Street, London, EC2Y 5EJ (**the Client, "JETS"**); which also utilises trading names of "RANSQUAWK" and "TALKING FOREX"); and
- (2) Stuart Pettman of 50 Knoll Road, Bexley, Kent, DA5 1BB (**the Consultant**), a vastly experienced professional with circa 30 years' of specific relevant industry and product experience, and a direct or indirect shareholder in numerous companies in the same niche industry sector as the Client (where together all such relevant companies are herein defined as the "**LSGROUP**" within this agreement, and are as further detailed and specified under the 'Meanings and Definitions' sub-heading below);

Agreement

IT IS AGREED AS FOLLOWS:

Meanings and Definitions

1. In this Agreement, the following words are defined:

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| Agreement | this consultancy and services agreement and any changes the parties agree in writing; the schedules are an integral part of this agreement. |
| Client Personal Data | any Personal Data that is processed by the Consultant on behalf of the Client in relation to this Agreement, but excluding data with respect to which the Consultant is a Controller; |
| Commencement Date | 01 st July 2018; |
| Controller | has meaning given in applicable Data Protection Laws from time to time; |
| Consultant Work | any Work developed, created, written, prepared, devised or discovered by the Consultant (or by any substitute permitted under this Agreement) in the course of providing the Services; |
| Data Protection Laws | all applicable laws relating to the processing of Personal Data, including, for the period during which it is in force, the General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR); |
| RAN | the Company, Realtime Analysis and News Limited, a company incorporated in England and Wales with registered number 05633036 whose registered address is Moor Place, 1 Fore Street, London, EC2Y 5EJ. |
| Data Subjects | has meaning given in applicable Data Protection Laws from time to time; |
| Intellectual Property | all existing or future intellectual and industrial property rights, anywhere in the world, in the Consultant Work, or any associate or colleague of the Consultant's Work, including any invention, patent, utility model right, copyright and related right, trade mark, trade name, internet domain name, design right, design, service marks, database right, typography right, right in get-up, right in goodwill or to sue for passing off and any other right of a similar nature whether registered (or capable of registration) and the right to apply for any of these whether related, associated, developed, or associated to any specific company described, referred to, or stated in this agreement or not; |

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| Personal Data | has meaning given in applicable Data Protection Laws from time to time; |
| Services | (a) the services, obligations, commitments and warranties which are set out and described in the schedules to this Agreement and (b) any other services agreed by the parties. The Consultant will carry out the Services at a location requested by the Client and report to an individual specified by the Client during the term.. |
| Supervisory Authority | has meaning given in applicable Data Protection Laws from time to time; |
| Term | the term of this Agreement; that being 3 months post the Commencement date |
| Work | all forms of work, including works of authorship, products, documents, materials, discoveries, inventions, programs (including software and source code), databases, know-how, methodologies, ideas and designs; |
| JETS | the Client, The Jet Group Services Limited |
| RANGROUP | <p>the Client, and all connected individuals, representatives and associates and / or entities connected to the Client, or any other entities deemed and evident to be material allies and / or advocates of the Client in the 12 months preceding the Commencement Date of this agreement, whether such be current or past officers, representatives or associates of JETS and / or “RANsquawk” and / or “Talking Forex” and in all instances to include, but not be limited to, the following Companies and Individuals, either in their own right and together:</p> <p><i>Realtime Analysis and News Limited, The Jet Group, The Jet Group Services Limited, GCV Ltd, Ginkgo, Quaestus Financial Limited, Trade The News Limited, and / or any officers, representatives and / or associates of these entities.</i></p> <p>And if there is any dispute as to whether any individual or entity is to be included in “RANGROUP”, then in all instances a final legally binding decision is to be made by the majority shareholder of RAN as at 1st of January 2018, regardless whether such shareholding is held directly, indirectly or via a trust, and / or is still in existence in any form or not. And in the unlikely event such a person or entity is unable to make the decision then it shall be made by the majority Shareholder of JETS as at the Commencement Date. Additionally, all parties to this agreement agree in executing this agreement, they are obliged by the relevant clauses relating to Confidentiality in this agreement.</p> |
| LSGROUP | <p>All companies relevant to this agreement, or the Client, Consultant, or niche industry in which either operated for up to 5 years preceding the Commencement Date, AND in which the Consultant has a direct or indirect shareholding at the Commencement Date; Notwithstanding this aforesaid definition, in the event of any dispute as to which companies comprise of, or are deemed to be included in, “LSGROUP”, then the following entities, detailed immediately as below, are herein absolutely agreed (by all parties to this agreement) irrevocably and absolutely to be included in “LSGROUP” and for this definition of inclusion to be legally binding.</p> <ul style="list-style-type: none"> ● LIVE SQUAWK HOLDINGS INTERNATIONAL LTD = 07616178 - Incorporated 27 April 2011, Clemence Hoar Cummings LLP Riverside House, 1-5 Como Street, Romford, RM7 7DN ● LIVE SQUAWK LTD = 07535482 - Incorporated on 18 February 2011 - In Administration High Holborn House, 52-54 High Holborn, London, WC1V 6RL ● LIVE SQUAWK FIXED INCOME LTD = 10309768 - Incorporated on 3 August 2016 15 Commercial Road, Paddock Wood, Tonbridge, Kent, United Kingdom, TN12 6EN ● LIVESQUAWK INFO SOLUTIONS PRIVATE LIMITED (INDIA) = CIN = |

U72200KA2016PTC085312) – Incorporated 18 January 2016 with Registrar of Companies, Bangalore. Registered office No 501 Prestige Meridian 2 30 M G Road Bangalore Ka 560029 In. 4 directors/key management. Total paid-up capital is INR 1.0 LAC. No secured loans.

- **MICROLATENCY LIMITED** = 09445207 - Incorporated on 18 February 2015, Coopers House, 65a Wingletye Lane, Hornchurch, Essex, RM11 3AT

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| RAN JETS INTRODUCING PARTNER AGREEMENT | Agreement incorporated within the terms of this contract intended to remunerate the Consultant for any and all additional revenues the Consultant introduces or refers to the Client “JETS” or its group brand “Talking Forex” (an associated company to the Client). This remuneration is to be commission based and is to be paid to the Consultant as a percentage of the revenue the Consultant refers directly to the Client. The said percentage is to be equivalent to 30% of all such revenue except where revenue opportunities have been referred to the Consultant by the Client or any contract with Consultant is terminated where it will be 10% for 24 months, or 30% for a period of 48 months post termination if such termination is enforced by the client or 0 months if enforced by the Consultant, respectively. All parties agree that in the event of conflict between the parties this agreement is to take precedent save where no explicit resolution is provided where all parties agree JETS is empowered to take a final legal and binding decision and this is to supersede any other contract between the Client and the Consultant as exists at the Commencement Date. |
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2. In this Agreement, unless the context requires a different interpretation:

- a. the masculine shall include the feminine;
- b. the singular includes the plural and vice versa;
- c. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
- d. a reference to a person includes firms, companies, government entities, trusts and partnerships;
- e. "including" is understood to mean "including without limitation";
- f. reference to any statutory provision includes any modification or amendment of it; and
- g. the headings and sub-headings do not form part of this Agreement.

Services, Obligations & Commitments

3. From the Commencement Date, the Consultant will satisfactorily and promptly perform, complete and deliver the Services, obligations, commitments and warranties as requested by the Client, whether the Services are specified in schedules to this agreement or not. The Client is not obliged to provide work for the Consultant but intends in good faith and so far as is reasonable to do so. Immediately upon the Client and the Consultant signing and executing this agreement, the Client and the Consultant hereby agree that the Client has requested, and the Consultant has agreed, on the Commencement Date, to complete all the services, obligations, commitments and warranties specified in the schedules to this agreement, or elsewhere in this agreement, or as otherwise requested by the client, satisfactorily and promptly and to continue to do so far as is reasonable to satisfy the sentiment and intent of such requested Services, obligations, commitments and warranties and comply with all other parts and clauses to this agreement, including this clause.

4. The Consultant must:

- a. spend as much time as necessary and not less than the equivalent of 3 months full time work (where full time work is considered to be at least 40 hours per week), immediately following the Commencement Date of this agreement, to perform the Client’s requested Services, obligations, commitments and warranties properly, satisfactorily and promptly unless prevented by illness (which he must notify to the Client as soon as practicable) and no fee shall be payable during any time period when the Services are not provided to the Client; and in all instances the Consultant must attend any specified location in the United Kingdom or Europe, whenever so requested by the client, and for a minimum of 40 hours per week upon such request unless otherwise agreed by the Client, and in all instances so far as is reasonable.
- b. perform all the Services, commitments, obligations and warranties using reasonable care and skill and to

the best of his abilities and to a satisfactory performance level;

- c. Keep the Client, and specifically the Consultant's designated manager, informed of all progress, risks and events on all relevant projects, legal activities, sales plans. and any product and business developments; and as a minimum, with a verbal update once a week, when requested by the Client.
 - d. co-operate with the Client and attend meetings and discussions when the Client requests;
 - e. comply with the policies, procedures and rules that the Client reasonably requests. This always includes the Client's health and safety, and ethical and confidentiality policies and procedures, and thus if they become aware of any breach of any such policies, whilst providing the Services for the Client or otherwise, then the Consultant and / or any Representative of the Consultant must always report any such unsafe working conditions, or breaches of such ethical values or confidentiality principles, to the Client immediately and do so in the event of any uncertainty.
 - f. comply with all applicable laws, regulations, codes and sanctions, including those relating to anti-bribery and anti-corruption, including the Bribery Act 2010. They must have systems in place to ensure compliance and if requested by the Client certify they comply. Any Representative of the Consultant, and the Consultant himself must ensure they report any matter relating to bribery or corruption to the Client immediately, if they become aware of, or suspect any such activity, whilst either providing the Services for the Client, or in any period up to 365 days preceding or subsequent to the provision of the services to the Client, and this same obligation remains upon the Consultant and his representative such that such immoral and unethical behaviours can be addressed as soon as possible via a co-ordinated approach by the client and ideally the Consultant (in the event the Consultant is willing to support the Client) in the pursuit for justice and their efforts to hold those responsible to account for the harm they cause; Failure to comply with this paragraph entitles the Client to terminate this agreement immediately;
5. During the Term, the Consultant may work for or be involved in other business or undertaking as long as this does not restrict the Consultants ability to attend 40 hours at a requested location by the Client in any week, or create a conflict of interest or interfere with the Services, Obligations, Commitments and Warranties made by the Consultant in this agreement, and that the other business or undertaking does not directly compete with the Client save as to where the other business is either 'Livesquawk Limited' or 'In Touch Capital Markets' or 'Sigma Squawk' which the Client excludes from the terms of this paragraph in order that the Consultant can act independently in the "Realtime Analysis and News" and "Financial Squawk" marketplace(s). Nothing in this clause prevents the Consultant from holding up to 5% of the total issued share capital of any company listed on a recognised stock exchange.
6. The Consultant shall take all reasonable steps to offer (or cause to be offered) to the Client any potential new business relevant to the goods or services provided by the Client, as soon as practicable after it has come to his knowledge and before being offered by the Consultant (or caused by the Consultant to be offered) to another party save as to where the Consultant chooses to offer such opportunities to companies specified in the preceding clause, i.e. either 'Livesquawk Limited' or 'In Touch Capital Markets' or 'Sigma Squawk'.

Status, equipment and resources

7. The Consultant is an independent contractor, in business on his own account. The parties agree this Agreement and the providing of the Services do not make the Consultant an employee, worker, partner, member or agent of the Client and the Consultant cannot hold himself out as being any of these. The Consultant does not have (and must not hold himself out as having) any authority to incur any expense to the Client or to bind the Client in any other way.
8. The Client does not directly control the Consultant's actions and he can provide the Services in the way he chooses, except when this Agreement states differently.
9. The Consultant is responsible for ensuring the safety of resources necessary to perform the Services.
10. The Consultant may use third parties to provide administrative functions relating to the Services, but must bear the costs and liability of this in full, and any such third party must, if requested by the Client, must enter into promises with the Client, and an associated legal contract and promises are to be inclusive of those relating to confidentiality. This applies to any resources the Consultant chooses to utilise at any time.

Fees, Expenses and Loans

11. The Client to pay the Consultant the following fees:
 - a. **£20,000** (Inclusive of VAT) on 1st July 2018 and £20,000 on the 1st August 2018 for Consulting fees.
 - b. **£20,000** (Inclusive of VAT) on 1st September 2018, as a “Completion Payment”, to be paid at JETS discretion absolutely subject to JETS conclusion all of the services have been completed satisfactorily.
 - c. **£132,000** (Inclusive of VAT) as a ‘Securement Fee’ due at any time during the 3 months term post the Commencement Date, and split into any instalments as the Client chooses; but noting the Client has stated it anticipates to pay this amount on the first month of the term, but that it is hereby agreed by all parties that the Client is not to be bound by this indication.
 - d. **30%** of any new additional revenues the Consultant introduces or refers to the Client “JETS” or the associates of JETS (so long as the Consultant remains a Consultant to JETS). This remuneration is to be commission based and is to be paid to the Consultant as a percentage of the revenue the Consultant refers directly to the Client. This percentage is to be paid at **30%** of all such revenue in perpetuity as is reasonably to be due or unless agreed otherwise, and save specifically where JETS and the Consultant have agreed that the Consultant will receive a reduced commission of 10% for 24 months for revenue that he generates from either inbound calls and leads from the company or the Client’s other representatives or if the Consultant ceases to be a Consultant to JETS. In such an event where the Consultant’s agreement or any future partnership is terminated by the Client or the Consultant, the Consultant will continue to receive 30% of such referred revenue, as previously detailed in this clause, for a period of 48 months post termination if such termination is enforced by the client or 0 months if enforced by the Consultant, respectively.
 - e. The Consultant agrees other permutations will be considered in good faith, but JETS decision will be final and legally binding in all instances, notwithstanding the intention to build on discussions in hope of developing a long relationship.
 - f. The Consultant agrees that the Client has hereby agreed to pay a significant proportion of the fees due to the Consultant under this agreement on the absolute condition that the Consultant hereby agrees to utilise as least 90% of the ‘Securement Fee’ to settle the Consultant’s personal debts so far as is needed to clear the Consultant’s personal debts and so as to enable the Consultant to focus on the provision of the services to the Client’s benefit.
 - g. A monthly fee as is to be reviewed and agreed between the Consultant and the Client, in the event this agreement is extended or another agreement made between the Consultant and the Client, pursuant to this agreement, and to be considered at 3 months post the Commencement Date regardless.

The Client also agrees to loan the Consultant £7500 at a 0% interest rate payable on or before the commencement date and with the total to be repaid within 48 months from the commencement date.

All parties to this agreement further agree, that in the event of any conflict between the Client JETS this agreement is to take precedent save where no explicit resolution is provided where JETS is unanimously empowered to take a final legal and binding decision and this is to supersede any other contract between the Client and the Consultant as exists, save to this agreement as stated.

The fees defined above are due subject to the Consultant providing all necessary VAT invoices for the entire term of this agreement, whether requested or not, on or prior to the Commencement Date in a form satisfactory to the Client. The Client will not pay the Consultant for any period the Services or invoices are not provided, or not performed satisfactorily. The Consultant must be registered for VAT as an individual.

12. The Client must pay the Consultant on receiving an invoice from the Consultant within 14 days.
13. The Consultant reserves the right to claim interest, compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 and it is agreed that the term implied by that Act shall apply after a judgment is made. Any reference to Late Payment of Commercial Debt (Interest) Act 1998 is also a reference to any amendment, modification or re-enactment of it. If for any reason the Late Payment of Commercial Debts (Interest) Act 1998 does not apply, interest shall be payable on overdue amounts at the Bank of England Base Rate from time to time.
14. The Consultant is responsible for all expenses incurred by him while performing the Services except if the parties agree differently in writing in advance of specific expenses being incurred.

15. If either party ends this Agreement early, or has just cause to do so, the Consultant will still be paid pro rata for the Services satisfactorily provided and any funds already paid or advanced to the Consultant will not be recoverable by the Client in any instance.
16. The Client may, at its discretion, provide the Consultant with a zero or low interest rate loan, as detailed in any other part of this agreement or not, in addition to any fees due under this agreement, such that the Consultant may acquire any necessary technological equipment or services (such as a laptop or phone or access to relevant professional services), and / or cover any incidental expenses, and / or ensure he is not in a negative cashflow, and so in order to try and facilitate and enhance the Consultant's ability to focus and effectively perform delivery of the services, obligations, commitments and warranties as set out in this agreement and / or included as in the schedules.

Termination

17. This Agreement begins on the Commencement Date and ends after the term as agreed herein and immediately following the Commencement Date.
18. The Client can terminate the Agreement immediately without notice or payment of any compensation (without prejudice to other rights in law to terminate) if the Consultant:
 - a. is guilty of any misconduct or fails to deliver the services, obligations, commitments or warranties defined in this agreement and / or any accompanying schedule(s);
 - b. commits any fundamental or repeated breach of this Agreement or fails to comply with Client's policies or any reasonable and lawful Client directions or is negligent or incompetent in performing the Services;
 - c. commits a criminal offence or acts in any way dishonestly, whether or not while providing the Services, which damages or is likely to damage his or the Client's reputation;
 - d. is unable to provide the Services for ten days in the Term by reason of incapacity; or
 - e. becomes bankrupt, applies for or is the subject of a receiving order or makes any composition or enters any deed of arrangement with his creditors or has a county court administration order made against him.
19. The Consultant can only terminate this Agreement immediately without notice or payment of any compensation if the Client fails to complete the payment of the consultants fees.

Confidential information

20. Prior, during or subsequent to the term of this agreement, it is acknowledged by the parties hereto that the Consultant will have access to substantial confidential information about the Client and its business(es) which includes documents and information whether written, electronic or otherwise, which is any non-public information concerning the Client's:
 - a. finances, operational model, business plans and sales and marketing information, plans and strategies, transactions, research activities and dealings and affairs, trade secrets and technical data and know-how;
 - b. customers, suppliers, licensors, licensees, agents, distributors, shareholders, management, contractors or other business contacts including, without limitation, lists of, identities of, contact details of and requirements of such persons, pricing or price structures, discounts, special prices or special contract terms offered to or by or agreed with such persons;
 - c. Intellectual Property, existing and planned goods, product lines or services and their components and any underlying technology or proprietary materials;
 - d. computer and communications systems, source codes and software;

in each case whether past, current, future or prospective, whether the Consultant creates, develops, receives or obtains the information, whether it is marked confidential or not. Confidential information includes that made available to the public via the Consultant's breach of this Agreement.

21. Prior, during and after the Term, the Consultant must not use or disclose or allow the use or disclosure of any confidential information of the Client's or otherwise, except with the Client's prior written consent or as required by law or ordered by a court of competent jurisdiction.
22. As soon as this Agreement ends, however that happens or the Client requests it, the Consultant must:

- a. return to the Client all materials, equipment, property and documents that he has or controls that either belong to or relate to the Client or its business or clients;
 - b. delete any such property and information from any electronic device which belongs to the Consultant, including contact details of business contacts made during the course of this agreement, however stored and from personal, social or professional networking accounts.
23. The Consultant must not disclose the existence, or any content, of this agreement to any party whatsoever, save as to the parties who are signatories to this agreement; and in the event the Consultant breaches this clause then the Consultant will be liable to any direct or indirect costs or liabilities incurred by the Client, and the Client shall have the right to immediately terminate this agreement and any other agreements between the Client and the Consultant that exist at such time.

Insurances

24. The Consultant shall take out insurance policies for the term of the services to the client. The Client will pay or reimburse the Consultant for the cost of these insurances, upon the date the Consultant acquires them. The Consultant will purchase insurance policies so as to ensure the Client and the Consultant, via the Consultant or otherwise, is protected from any event that may be reasonably considered to potentially occur as a result of the Consultant providing the services to the Client such that at least 80% of any costs, claims or other liabilities are covered by such insurance policies.
25. These Insurance policies are the responsibility of the Consultant to source and propose and the Consultant must obtain approval with the Client for the policies to be purchased and as a indication of potentially suitable policies, for the protection of the Consultant and the Client, are likely to include public liability insurance, legal expenses insurance, Directors & Officers Liability Insurance and Professional Indemnity Insurance. The Consultant shall not indemnify the Client for matters that fall outside the scope of these insurances, but the Consultant shall accept liability for any loss, costs, damages or expenses that either the consultant or the Client incur as a result of the Consultant breaching the terms of this agreement, or the Consultant committing and negligent, reckless or criminal act. The Consultant and the Client agree to comply with the terms of the Insurance policies he sources and proposes and the Consultant agrees to promptly provide a copy of each insurance policy certificate to the Client post purchase.

Data Protection

26. The Client shall only supply to the Consultant, and the Consultant shall only process, in each case under or in relation to this Agreement, the Personal Data of Data Subjects falling within the categories specified in Part A of Schedule 1 (Data processing information).
27. The Client shall only supply to the Consultant, and the Consultant shall only process Personal Data of the types specified in Part A of Schedule 1 (Data processing information).
28. The Consultant shall only process the Client Personal Data for the purposes specified in Part A of Schedule 1 (Data processing information).
29. The Consultant shall only process the Client Personal Data during the Term and for not more than 7 days following the end of the Term.
30. The Consultant shall only process the Client Personal Data on the written instructions of the Client as set out in this Agreement or any other document agreed by the parties in writing.
31. Notwithstanding other provisions of this Agreement, the Consultant may process Personal Data if and to the extent the Consultant is required by applicable law. In such, the Consultant shall inform the Client of the legal requirement before processing, unless law prohibits such information on grounds of public interest.
32. The Consultant shall ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality, or are under an appropriate statutory obligation of confidentiality.
33. The Consultant shall implement appropriate technical and organisational measures to ensure an appropriate level of security of the Client Personal Data, including those measures specified in Part B of Schedule 1 (Technical and organisational measures).

34. The Consultant must not engage any third party to process Personal Data without prior specific and written authorisation of the Client. The Consultant is only authorised by the Client, as at the Commencement Date, to engage those third parties identified in Part C of Schedule 1 (Third parties) to process the Client Personal Data upon specific written agreement. The Consultant shall ensure each third party processor is subject to the same legal obligations as those imposed on the Consultant and inform the Client in all instances.
35. The Consultant must give the Client at least 30 days' notice of any intended changes concerning the addition or replacement of any third party processor. If the Client objects to any such changes before their implementation, then the parties shall discuss commercially reasonable alternative solutions in good faith.
36. The Consultant shall, insofar as possible and taking into account the nature of the processing:
 - a. take appropriate technical and organisational measures to assist the Client with fulfilment of the Client's obligation to respond to requests exercising a Data Subject's rights under the Data Protection Laws;
 - b. assist the Client in ensuring compliance with the obligations relating to the security of processing of Personal Data, the notification of Personal Data breaches to the Supervisory Authority, the communication of Personal Data breaches to the Data Subject, Data Protection Impact Assessments (as such term is defined in the Data Protection Laws) and prior consultations in relation to high-risk processing under the Data Protection Laws;
 - c. make available to the Client all information necessary to demonstrate the compliance of the Consultant with its obligations under the Data Protection Laws;
 - d. at the Client's discretion, delete or return all of the Client Personal Data to the Client upon termination or expiry of the Agreement, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data; and
 - e. allow for and contribute to audits, including inspections conducted by the Client or another auditor mandated by the Client in respect of the compliance of the Consultant's processing of Client Personal Data with the Data Protection Laws.
37. The Client may hold and process a wide variety of Personal Data about the Consultant, including references, personal records, emails containing personal details, addresses and details of contractual benefits. Some of this data may come within the "special categories of personal data" (known as sensitive personal data) and includes but is not limited to information about:
 - a. racial or ethnic origin or religious or similar information, for equal opportunities monitoring;
 - b. information about the physical or mental health of the Consultant to monitor sickness absence.

The Client will only process sensitive personal data if it has lawful basis for doing or one of the special conditions for processing sensitive personal data applies, e.g. the Consultant has given their explicit consent.

38. Before processing any sensitive personal data, the Client will notify the person at the Client responsible for data protection of the proposed processing in order for that person to assess whether the processing complies with the criteria noted above.
39. The Client will use appropriate technical and organisational measures to keep the Consultant's data secure, and in particular, to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage. More information on data security can be found in the Client's Information Security Policy, which can be found in the Client's Staff Handbook.

Warranties and indemnities

40. The Consultant represents and warrants he does not have any obligation which would restrict or prohibit him from complying with this Agreement or performing the services and obligations specified herein and / or in the accompanying schedules which form part of this agreement.
41. The Client will not be liable for:
 - a. any form of indirect, consequential or special loss;
 - b. any loss or corruption of any data, database or software;

c. any loss of business, contracts or commercial opportunities or any other form of pure economic loss, direct or indirect.

42. Nothing in this Agreement:

- a. limits or excludes a party's liability for causing death or personal injury by their negligence;
- b. limits or excludes a party's liability for their fraud or fraudulent misrepresentation; or
- c. limits or excludes a party's liability in any way not permitted under applicable law.

43. The Consultant's and the Client's liabilities and insurance obligations are as defined in this agreement.

44. The Consultant is solely responsible for paying tax and National Insurance on payments to him in respect of payments for the Services. The Consultant must indemnify the Client and keep it fully and effectively indemnified in respect of any claims, demands, assessments, contributions or deductions made by the relevant authorities against the Client for income tax or National Insurance Contributions relating to the Services together with any interest and penalties, unless the claim or demand was caused by the Client's default. The Client may make deductions from payments due to the Consultant to satisfy this indemnity.

45. The Consultant represents and warrants that neither the Client nor RANGROUP nor JETS, nor any of the individuals or entities therein, are or ever have been in anyway whatsoever, directly or indirectly, materially or substantively associated, connected or party to, financially or otherwise, in any of the Consultant's legal matters, cases or litigations that he may be or have ever been a party to, save only where they may have provided documents and factual evidence on occasion on an ad hoc basis, and all parties to this agreement hereby agree this agreement does not alter this representation and warrant by the Consultant.

46. The Consultant represents and warrants that he will comply with all the terms and requirements as are specified in any and all schedules to this agreement.

47. All warranties, conditions and other terms implied by law are excluded from this Agreement unless stated in this Agreement, as far as permitted by law.

Intellectual Property & General Legal Matters

48. The Consultant assigns to the Client absolutely as beneficial owner with full title guarantee the Intellectual Property for the full term of those rights and all renewals and extensions, together with all accrued rights. The Consultant will promptly disclose and give to the Client all Intellectual Property for its exclusive use and benefit and keep their details confidential, delivering all documents relating to any part of the invention to the Client if requested. The Consultant will not register or attempt to register any of the intellectual property rights in any work carried out during, this Agreement, nor any inventions, unless at the Client's request. The Consultant will do all acts to confirm that absolute title in all intellectual property rights in the work carried out during this Agreement and any Inventions has passed, or will pass, to the Client. The Consultant will do everything necessary to give effect to this clause during and after this Agreement. The Consultant irrevocably waives his moral rights in any Intellectual Property anywhere in the world.

49. The Consultant agrees to indemnify the Client and keep it indemnified against costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any claim relating to intellectual property, or any other matter whether related to Intellectual Property or not, as supplied by the Consultant to the Client whilst providing the Services, or by any actions of the Consultant in the 365 days preceding this agreement, or the 365 days subsequent to the Commencement date. The Consultant shall ensure the Client's interest is noted on suitable insurances..

50. The Consultant appoints the Client to execute documents on its behalf. And the Consultant and the Client agree to do all things necessary or desirable for the Client and the Consultant to benefit from the clauses 51, 52, 53, 54, 55.

LSGROUP Shares

51. Upon written request(s) to the Consultant, by the Client, being JETS, at any time after the Commencement Date, regardless of whether the time of any such request(s) is made before or after the end of the Term or not, the Consultant hereby agrees to transfer absolutely all title over all shares held by the Consultant at the Commencement Date to JETS (or another entity of JETS choosing) for the consideration of

£1 per company (for all the shares held by the Consultant in each company) in LSGROUP and agrees the Client JETS can request for all such shares in all such companies in LSGROUP to either be transferred at one time or in multiple transfers and that the Consultant agrees to complete such transfers within 14 days of any and each request.

52. It is agreed that should the envisaged transfer of shares specified in this agreement not be possible for any reason or to fail to be effective, due to a lack of formality (including but not limited to a failure to register the transfer correctly in the registers of the company or due to a refusal by the directors of the company whose Shares are being transferred) or otherwise (and following a suitable written request to the Consultant by the Client or by JETS) then the effect shall be the transfer of all beneficial interest in the Shares to JETS by the creation of a trust in favour of JETS as the beneficiary in which the Shares comprise the subject, and the Consultant the trustee until such time as an alternate Trustee is requested in writing by JETS to the Consultant, which the Consultant hereby agrees to assist to appoint to replace the Consultant as the trustee within 14 days in such an event.
53. It is agreed that all share transfers are to be absolute and includes all rights and obligations connected to the Shares including but not limited to all rights to dividends, capital and voting rights and for avoidance of doubt any dividends which are due but not yet paid will become due and be paid to JETS and that the transfer of shares envisaged in this agreement is to be binding on all Parties by virtue of the conduct of both parties and in spite of any defect or error in the formality of its execution.
54. It is agreed that the cost of registering the transfer of the Shares (if any) will be borne by the Client or JETS and that the Consultant warrants that he is the true owner of the Shares and is absolutely entitled to all of their benefit and that the Consultant warrants that he is not acting as a nominee or trustee and insofar as he may reasonably be aware that no other rights exist in connection with the Shares and that no charge or other obligation exists over the shares whether or not registered and they are completely unencumbered and that each Party hereby declares that they have all necessary powers to enter into the proposed share transfers.
55. Each Party hereby declares that they are not aware of any matter within their control which might have any negative or adverse effect upon the performance of their obligations relating to the proposed share transfers herein and each party hereby warrants that they will not do any action which might harm, hinder or negatively affect the duties of the other Party in so far as relates to the shares or share transfers of the Consultant for the companies in LSGROUP.

Entire Agreement

56. This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, warranties, representations, assurances, arrangements or agreements that might have taken place orally or in writing in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

General

57. For the avoidance of doubt, SPAP CONSULTANTS LTD forms no part or component to this agreement and is specifically excluded absolutely'. Where SPAP CONSULTANTS LTD (No. 11315876) was Incorporated on 18 April 2018 at. 15 Commercial Road, Paddock Wood, Kent, UK, TN12 6EN).
58. The Consultant party cannot assign, transfer or sub-contract his rights and obligations under this Agreement without the prior written consent of the Client..
59. Only changes to this Agreement that are in writing and signed by the parties are valid or binding.
60. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement and no third party has the right to enforce or rely on any provision of this Agreement.
61. This agreement may be executed in any number of counterparts, each of which, when executed, is a duplicate original, but all the counterparts together form one agreement.
62. No delay, act or omission by a party in exercising any right or remedy is a waiver of that, or any other, right or remedy unless the parties agree differently.
63. If any court or competent authority decides that any part of this Agreement (or part of any provision) is

invalid, illegal or unenforceable, that part will be deemed deleted so far as necessary without affecting other parts of this Agreement, which will continue to be valid and enforceable.

64. Any notice to be delivered under this Agreement must be in writing and delivered by pre-paid first class post or left by hand delivery at the registered address or place of business of the notified party, or sent by email to the other party's main business email notified to the sending Party.

65. Notices:

a. If any notices sent by post within the United Kingdom, it is deemed to be received on the second Working Day after posting. Notices sent by post from or to addresses outside the United Kingdom are deemed to be received on the tenth Working Day after posting. Notices delivered by hand are deemed to be received at the time the notice is left at the proper address and notices sent by fax are deemed to be received on the next Working Day after transmission.

b. The above clauses do not apply to the service of any proceedings or other documents in any legal action.

Governing law and jurisdiction

66. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

The parties have signed this Agreement on the day(s) and year set out below:

Signed:

Stuart Pettman

Dated:

Signed:

Director for and on behalf of The Jet Group Services Limited

Dated:

SCHEDULE 1

PART A - DATA PROCESSING INFORMATION

Processing of Client Personal Data by the Consultant under this Schedule shall be for the subject-matter, duration, nature and purposes and involve the types of Client Personal Data and categories of Data Subjects set out in this Part A.

Subject-matter of processing:

The Consultant's provision of the Services and any related technical support to the Client.

Duration of the processing:

The Term plus the period from expiry of the term until return/deletion of all Personal Data by the Consultant in accordance with this Schedule.

Nature and purpose of the processing:

The Consultant will process Client Personal Data for the purpose of providing the Services and any related technical support to the Processor in accordance with this Schedule.

Type of Personal Data:

- Names, email addresses, physical addresses, IP Addresses, client & customers contract details and IP addresses.

Categories of Data Subjects:

- Client Personal Data will concern the following categories of Data Subjects:
- Data Subjects about whom the Consultant collects Personal Data in its provision of the Services; and/or
- Data Subjects about whom Client Personal Data is transferred to the Consultant in connection with the Services by, at the direction of, or on behalf of the Client.

PART B - TECHNICAL AND ORGANISATIONAL MEASURES

Without prejudice to its other obligations, the Consultant shall implement and maintain a minimum standard of technical and organisational security measures to protect the Client Personal Data as specified by both the Client's handbook and by the GDPR guidelines.

PART C - THIRD PARTIES

- None without prior agreement by the client.

SCHEDULE 2

CONSULTANT SERVICES, OBLIGATIONS, COMMITMENTS, DELIVERABLES & WARRANTIES

As soon as the Consultant is able after the commencement date, and in all instances before the end of the term of this agreement, the Consultant will satisfy, complete and deliver all of the actions, services, obligations, commitments, warranties, deliverables as are detailed below in this schedule, or as are requested by any other part of this agreement, or as are requested by the Client otherwise in accordance with this agreement. The Consultant will do so in a prompt, timely and professional manner in all instances, and in accordance with the terms and sentiment of this agreement, and will continue to do so in perpetuity insofar as is necessary so as to comply, satisfy, complete and / or deliver any and all such actions, services, obligations, commitments, deliverables and warranties for the benefit of the Client as soon as possible.

The Consultant will also, at all times during the term of this agreement and in all instances, utilise all of his circa 30 years' experience in the City of London, and all of his knowledge, skills, talent, insight, networks and expertise to provide strategic and operational input, advice, consultancy and introductions to the Client, to the best of his ability, so as to provide the client with as many revenue generating, cost reducing, business development, product development and profit enhancing opportunities as he is able, and as would be reasonably considered to be result of his best reasonable endeavours during the said term of this agreement, and where such opportunities are to be reasonably expected to be realised, in all instances over the short, medium, or long term, where such periods are agreed by all parties to this agreement, the Consultant agrees it is only upon delivery and communication of the Consultant's compliance, completion, satisfaction or delivery of any services, obligations, commitments, warranties and deliverables, as related to this agreement or otherwise, in accordance with the process and manner detailed in the previous paragraph, that the Client will be deemed to have received any such services, obligations, commitments, warranties and / or deliverables, due under this agreement or otherwise.

In order to comply with the terms of this agreement and schedules incorporated herein the Consultant agrees to provide, satisfy, complete, and deliver the following actions, obligations, commitments, warranties and deliverables, alongside any others requested in this agreement, or as are reasonably requested by the Client during the term of this agreement, in the manner and process as specified in this agreement and schedules. Thus, in accordance with the terms of this agreement, **THE CONSULTANT WARRANTS AND AGREES :**

- a. So far as is reasonable to provide and forward to the Client all deliverables and substantive insight to aubrey.hayward@ransquawk.com, consulting@g-cv.com (and kindly asap in order to support the sentiment of this agreement but moreover to assist the client's insight and interaction with the Consultant) any 'comprehensive lists' or other deliverables that the Consultant has previously referred to or shared with any other RANGROUP entity in the last 3 months , where any such lists or deliverables are included in the points immediately below.
- b. To provide a comprehensive list of Data Managers at Tier 1 and Tier 2 banks, and the identification of the '4 on trial' so as to include as a minimum all Data Managers the Consultant has shared with any other RANGROUP entity.
- c. To provide a comprehensive list of Retail FX Brokers, identifying the one the Consultant states to be "already making transition" and the other one stated to be 'on Trial'.
- d. To provide a comprehensive list of Exchanges, and a supporting detailed word document defining the opportunity and how to optimally support provision of the Client's services to said exchanges, identifying the process and the hardware so as to do so, and including but not limited to:
 - LME, (to offer content for your metals channel, bandwidth dependent)
 - ICE, (to offer content to your energy channel, bandwidth dependent)
 - CME.,(to offer content to metals, energy, Multi asset channels, bandwidth dependent.
- e. To provide a comprehensive word document describing and detailing "IPC" potential opportunities for the business, and the associated potential to utilise IPC for an enhanced central bank fast feed and also outlining opportunities it presents and how it can assist and enable the Client to generate new revenues and new enhanced product offerings for the client, and specifying what the Client should do to optimally secure all these opportunities given the current status of the progress as at the commencement date:

- Infrastructure in place, press release written and waiting for announcement date, just waiting for the product to be connected internally.
 - Bank of England feed components all in place, again just need connecting internally to test at next QIR meeting with anticipated roll out at the meeting after
 - FOMC feed, two of the three components needed are now in place.
- f. To make introductions such as to enable the Client to be able to provide and / or utilise FX / FI institutional flow. Noting that the Client agreement with the Consultant is that it is to be the Client's responsibility to cultivate its own relationships and the Consultant's intent is such as only to "assist with content", and not to "get involved".
- g. To provide a comprehensive list of any potential, historical or new customers as may be a revenue generating opportunity for the Client insofar as the Consultant is allowed to give and the Client allowed to receive such and noting that as at the Commencement date the Consultant has already advised the Client that there is an internal bandwidth and access to trialists issue at the Client which is impeding the ability to progress with this process and / or opportunities.
- h. To provide a comprehensive list and detailed explanation of any names and contacts that would assist the client in getting connected to trading platforms, and also in accessing opportunities in China.
- i. To provide a comprehensive Business Strategy Proposal document or documents describing and detailing how the Consultant believes the Client can optimally:
- Identify and realise benefit from any 'Quick Wins', whilst providing a list of all Quick Wins the Consultant has identified or can identify in the process.
 - Develop their Businesses over the next 12 to 24 months – ensuring to provide proposed strategies for the Client's Products, Markets, People, Organisation, Processes, Technologies and otherwise.
- j. To work co-operatively with the Client on all matters the Client and or the Consultant want to refer to the Authorities and / or Regulatory institutions or Press Agencies or organisations of the world regarding wrongdoings and / or business matters in the business sectors of either the Client or the Consultant as at the Commencement Date.
- k. To make his best reasonable endeavours to keep the Client up to date and informed on any legal matters or actions or litigation that he is involved in or aware of, as may be related to the Client or the Consultant, or the Client's businesses' or Industries', at any time.
- l. If requested by the Client to promptly provide a signed and witnessed legally binding affidavit as would be provided for a court, simply detailing the malfeasances, crimes, corruptions, conspiracies, and or any other type of wrongdoings whatsoever as the Consultant believes or knows to have been committed in the "Squawk Industry" and / or against the Consultant or RANGROUP or LSGROUP, or any entity or individual within RANGROUP or LSGROUP, within the last 36 months so as to support the pursuit for justice on behalf of the Client and the Consultant.
- m. Upon Request at any time, the Consultant will provide within 7 days a signed Share Transfer form and a Signed Declaration of Trust, in a form defined and approved by the Client, allocating ownership of all the shares the Consultant holds at the Commencement Date, or 28 days preceding the Commencement Date, in one or all of the companies defined in this agreement as to be part of and / or included in LSGROUP .
- n. Upon Request at any time, the Consultant will further undertake to make his best efforts to support that his wife Mrs Heather Pettman allocates a reasonable, irrevocable and appropriate proxy for her Directorial positions in any and all of the companies that are included within LSGROUP, on the express condition that the Consultant must support the proposed Directorial Proxy or proxies, with such support not to be reasonably withheld.