

INTRODUCING AGREEMENT

THIS AGREEMENT is made and is effective this 8th day of May, 2018

BETWEEN

THE JET GROUP LIMITED ("JET") of Moor Place, 1 Fore Street, London, EC2Y 9DT, United Kingdom ('JET');

STUART S PETTMAN of 50 Knoll Road, Bexley, United Kingdom, DA5 1BB (the "Introducer").

INTRODUCTION

The INTRODUCER has agreed to introduce professional financial clients ("Clients") to JET or any company in the group of which JET is a part in accordance with the terms of this Agreement.

AGREEMENT

NOW it is hereby agreed as follows:-

1 Status of the INTRODUCER

a. The INTRODUCER is an independent contractor, and is not an agent or employee of JET or otherwise empowered to make representations, or enter into any commitments on behalf of JET or vary or modify the terms of any agreement to which JET is a party. The INTRODUCER will not describe itself as an agent or representative of JET except as expressly authorised in advance in writing by JET. This Agreement does not create, and shall not be deemed to create, a partnership, or a joint venture between JET and the INTRODUCER.

b. The INTRODUCER shall be responsible for declaring all fees and commissions, to which it may become entitled under the terms of this Agreement, to any relevant taxing authority and paying all taxes due in respect of such income. The INTRODUCER shall indemnify JET and keep JET indemnified on a continuing basis in respect of all and any claim or claims, interest, costs and expenses (including the fees of professional advisers) arising from or relating to any request for information concerning the tax affairs of the INTRODUCER or any demand that JET pay tax in relation to such income made by any taxing authority.

2 INTRODUCER's Responsibilities

Throughout the duration of the INTRODUCER's appointment:

Promote JET

a. The INTRODUCER will promote and develop the business of JET by introducing financially responsible and capable Clients which meet JET's standards for fully disclosed Associates as notified to the INTRODUCER from time to time.

b. The INTRODUCER will seek to introduce Clients to JET only through permitted methods and means and shall not contravene any restrictions imposed by any applicable law when making such introductions. The INTRODUCER will only introduce Clients for whom the services and products of JET can be reasonably expected to be suitable.

Use of JET's Name

c. The INTRODUCER acknowledges that the name and any device or logo of JET are the exclusive property of JET which the INTRODUCER may only use as expressly permitted in advance and in writing by JET (such permission will be given by the relevant Director of Compliance).

d. The INTRODUCER may not characterise themselves as an affiliate, agent, branch, a related party to JET or any companies within the group of which JET is a part.

Mr Stuart Pettman

e. The INTRODUCER is expressly forbidden from using JET's name in any form of mass media or advertising without the prior review and written approval of JET including, but not limited to, print, Internet, television or radio.

f. JET may from time to time issue further mandatory guidance on the use of its name or any device or logo it may adopt.

Compliance with Applicable Law

g. The INTRODUCER will comply with all applicable law and any arrangements JET may implement for ensuring JET's ongoing compliance with the requirements of any governmental or regulatory authority of the United Kingdom.

h. The INTRODUCER will indemnify JET on a continuing basis in respect of all and any claim or claims, interest, damages, fines, levies, costs and expenses (including the fees of professional advisers) incurred or suffered by JET as a result of any action taken by any governmental or regulatory authority against JET by virtue of any act or omission of the INTRODUCER including reimbursing JET any fines or other financial compensation ordered or imposed on JET.

INTRODUCER Responsibility

i. The INTRODUCER shall supervise the activities of its employees and/or representatives at all times and be responsible for their errors in connection with the performance of its obligations.

Trading Accounts

j. The INTRODUCER shall not, and shall ensure that its employees and/or representatives do not, open or cause to be opened a trading account with JET, without the prior written permission of JET.

Further Obligations

k. The INTRODUCER agrees that JET may from time to time amend or extend all or any one of the obligations and duties of the INTRODUCER by written notice which will take effect from such date as JET may reasonably specify.

3 Introducing Potential Clients to JET

a. The INTRODUCER will not and will ensure that its employees and/or representatives do not deface, alter or misuse documentation made available by JET.

b. JET will admit and provide products and services to each Client on such terms as they may agree with the Client.

4 INTRODUCER's Ongoing Obligations to JET in Relation to Clients

The INTRODUCER will immediately inform JET of any material circumstances, which become known to the INTRODUCER, in respect of any Client introduced by them which would potentially influence JET's agreement to admit and to allow to maintain and operate an account for the Client.

5 JET's Obligations to the INTRODUCER

Throughout the duration of the INTRODUCER's appointment:

Support and information

a. JET shall provide the INTRODUCER with information as to the products and services supplied as JET shall consider necessary.

Payments to the INTRODUCER

b. JET shall pay the INTRODUCER the fees, commissions and/or rebates set out in Schedule A to this Agreement as may be amended from time to time.

c. JET shall credit all sums due to the INTRODUCER to the INTRODUCER's commission account. No sum will be credited to the INTRODUCER's commission account unless and until JET or any company in the group of which JET is a part have actually received the fees and commissions due in relation to transactions carried out for or on behalf of the introduced Client. JET will generally pay commissions due to the INTRODUCER on the 15th Day of each calendar month in respect of sums accruing in the immediately preceding calendar month. Interest will be payable on this account at 1% below Base Rate or at 0%, whichever is higher.

d. Unless either the INTRODUCER or JET object to the amount of compensation payable to the INTRODUCER or JET respectively within five days of its receipt of payment, the amount paid shall be deemed to be conclusive.

e. Any currency conversion requested by the INTRODUCER shall be converted at the prevailing spot rate and the INTRODUCER shall bear the cost thereof.

6 INTRODUCER's Warranties

a. The INTRODUCER warrants and represents to JET with the intention that JET will rely on these representations and warranties in entering into this Agreement and on the basis that they are repeated each time the INTRODUCER introduces a Client to JET as follows:-

INTRODUCER Compliance with Applicable Law

that (where applicable) the INTRODUCER is duly incorporated or registered and validly exists under the laws of its place of incorporation and domicile (if different);

the INTRODUCER has full power to enter into this Agreement and perform each of the duties specified herein;

b. the entry of the INTRODUCER into this Agreement and the performance of its obligations do not conflict with nor result in a breach or constitute a default under the terms of any other, agreement, arrangement or understanding to which the INTRODUCER maybe a party;

c. this Agreement is and will at all times constitute a legal, valid and binding obligation on the INTRODUCER;

d. (that save as disclosed to JET) the INTRODUCER and each of its employees and/or representatives is not involved in and has not at any time in previous ten years been involved in any litigation or administrative or arbitration proceedings (including without limitation disciplinary proceedings brought by any regulatory, supervisory, administrative or governmental authority or organisation), and none are pending or (to the INTRODUCER's knowledge) threatened;

Standards of Competence

e. that it will at all times during the period of its appointment act and perform its duties with such skill and judgement as is implied or required by applicable law or best market practice and will undergo or arrange its employees and/or representatives to undergo such training as may be necessary to meet any minimum standards of competence required by applicable law;

Standards of Customer Care

f. that it will at all times during the period of its appointment use every effort to ensure that any potential Client introduced to JET fully understands the nature of the products or services that may be supplied by JET and any ongoing obligations or liabilities which may be imposed including taking all reasonable steps to ensure that any potential Client is given (in a comprehensible way) all the information needed by them to enable them to make a balanced and informed decision concerning any potential involvement with JET;

Standards of Integrity

g. that it and its employees and/or representatives will at all times during the period of its appointment act in good faith and observe the highest standards of integrity and fair dealing and will not allow any conflict of interest to arise (but if any conflict of interest should occur the INTRODUCER shall not put its interests above those of the Client); and

Financial Resources

h. that it will at all times during the period of its appointment maintain adequate financial resources to undertake business of the nature intended by the INTRODUCER and as required by applicable law.

i. The INTRODUCER will immediately inform JET on becoming aware of a fact or matter (or series of) which may result in the INTRODUCER being in breach of foregoing warranties.

7 Duration and Termination

a. The INTRODUCER's appointment shall commence on the date of this Agreement or such other date as the parties may agree and shall continue until terminated on the earlier of: -

b. the expiration of sixty days' notice of termination given by one party to the other (to expire at any time); or

c. either party going into liquidation either compulsorily or voluntarily (save for the purposes of reconstruction or amalgamation) or petitioning for a bankruptcy order or has a bankruptcy order made against them or a receiver is appointed in respect of the whole or any part of their assets or either party takes the benefit of any legislation for the relief of insolvent debtors in any jurisdiction or enters into any arrangement or composition with their creditors or threatens to do any of these things (in which case the INTRODUCER's appointment shall terminate immediately); or

d. JET giving notice of termination which notice shall take effect immediately (or on such later date as JET may specify in the notice) in the event of:-

e. the INTRODUCER or any of its employees and/or representatives being prosecuted or convicted of any criminal offence or being found guilty of any dishonest or serious misconduct which in the opinion of JET renders the INTRODUCER unfit to continue its duties or which would be likely to adversely prejudice the reputation or interests of JET or any company in the group JET is a part;

f. the INTRODUCER breaches any term of this Agreement (including without limitation any of the warranties it has given) or fails to duly and timely perform any of the obligations imposed on the INTRODUCER by applicable law, this Agreement or any licence, permission or consent from any governmental, supervisory or regulatory body required by the INTRODUCER to perform its obligations under this Agreement is revoked withdrawn or suspended;

g. the INTRODUCER commits an act of gross misconduct which is or would be likely to adversely prejudice the reputation or interests of JET or any company within the group of which JET is a part.

8 Consequences of Termination

a. On termination of the INTRODUCER's appointment the INTRODUCER shall immediately cease to perform any of its obligations under this Agreement and no longer has any permission to make use of JET's name or any device or logo adopted by JET and all obligations of JET to the INTRODUCER shall cease.

b. The INTRODUCER shall return to JET or destroy all promotional materials supplied to the INTRODUCER and permanently delete all materials supplied by JET in electronic form. If requested the INTRODUCER shall provide JET with such evidence as JET may reasonably require to ensure compliance with these obligations.

c. Unless otherwise agreed in writing the INTRODUCER shall be entitled to receive all fees, commissions and rebates due to it up to and including the date of termination of the INTRODUCER's appointment. To avoid any misunderstanding this means (unless otherwise agreed) the INTRODUCER's entitlement to receive fees, commissions and rebates will stop on the date its appointment is terminated.

d. In the event of the termination of INTRODUCER's appointment it is expressly understood and agreed that JET may if specifically required to do so by any Client continue its business relationship with such Client introduced prior to the date of termination.

e. The termination of the INTRODUCER's appointment shall be without prejudice to any rights which have already accrued to either of the parties under this Agreement.

9 Termination of this Agreement

To avoid any misunderstanding, the termination of the INTRODUCER's appointment will not terminate any of the INTRODUCER's obligations under this Agreement which are expressed to survive the termination of the INTRODUCER's appointment. These provisions of this Agreement shall (unless otherwise agreed) continue to be binding on the INTRODUCER for a period of five years from the date of termination of the INTRODUCER's appointment.

10 Confidentiality

During the course of the INTRODUCER's appointment the INTRODUCER may receive information relating to the business or affairs of JET and its customers including those Clients introduced by the INTRODUCER. This confidential information is the property of JET. The INTRODUCER agrees that they will not and will ensure that its employees and/or representatives will not at any time during or after the INTRODUCER's appointment divulge or allow to be divulged to any third person any confidential information other than as required in connection with the performance of the INTRODUCER's obligations or applicable law or as permitted by the prior written agreement of JET.

11 Force Majeure

If either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control (including, but not by way of limitation, war, national emergency, flood, earthquake, strike or lockout (other than a strike or lockout induced by the party so incapacitated) the party unable to fulfill its obligations shall immediately give notice of this to the other party and shall do everything in its power to resume full performance. A party shall not be deemed to be in breach of its obligations under this Agreement if it is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control. If the period a party is prevented from fulfilling its obligations under this Agreement exceeds 6 months then the INTRODUCER's appointment shall automatically terminate (unless agreed otherwise in writing).

12 Whole Agreement

This Agreement contains the whole agreement between the parties and supersedes any prior written or oral agreement between them in relation to its subject matter and the parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement.

13 Notices

a. All notices required or permitted to be given under this Agreement shall be effective only if in writing and delivered personally, by facsimile transmission, electronic mail or by registered mail, postage prepaid, return receipt requested, addressed as follows:

If to JET, to it at:

Moor Place, 1 Fore Street, London, EC2Y 9DT, United Kingdom
email: admin@ransquawk.com

If to the INTRODUCER, to it at

50 Knoll Road, Bexley, United Kingdom, DA5 1BB
Email: stuartpettman@spapconsulting.com

b. Notice given personally shall be deemed given at the time of delivery. Notice sent by first class post (or equivalent) or airmail shall be deemed given at the commencement of business of the recipient on the third business day next following its posting. Notice sent by telex, electronic mail or facsimile transmission shall be deemed given at the time of its actual transmission.

14 Severance

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of this are received by either of the parties from any relevant competent authority the remaining provisions of this Agreement shall remain in full force and effect.

15 Interpretation

a. Headings and any numbering contained in this Agreement are for reference purposes only and shall not be incorporated into this Agreement or deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.

b. In this Agreement the expression 'INTRODUCER' means the individual, company or other organisation with whom JET is contracting and a 'Client' means any individual or body of persons, whether or not incorporated, introduced by the INTRODUCER to JET whether or not accepted by JET as a Client and 'applicable law' means the laws, rules and regulations of any country including the requirements of any governmental or regulatory authority applicable to the INTRODUCER.

16 Performance and Assignment

a. This Agreement may not be assigned by either party without prior written consent of the other party except that JET may, without the consent of the INTRODUCER, assign or share its interest hereunder with any affiliated or associated company. This Agreement shall inure to the benefit of and be binding upon the assignees and successors of the respective parties.

b. This Agreement is personal to the INTRODUCER who may not share its appointment or delegate its responsibilities unless permitted in advance in writing by JET, however, this will not prevent the INTRODUCER from appointing individuals as self-employed representatives to assist it in the performance of its duties.

17 Proper Law and Jurisdiction

This Agreement shall be governed by English law and shall be deemed to have been made in England and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Signed by _____

Jason Earl
for and on behalf of The Jet Group Limited

in the presence of:

Witness Signature: _____

Name: _____

Address: _____

Occupation: _____

Signed by _____

Stuart Pettman

in the presence of:

Witness Signature: _____

Name: _____

Address: _____

Occupation: _____

SCHEDULE A

As remuneration for the services to be performed by the INTRODUCER under this Agreement, JET (or any company in the group of which JET is a part) shall each month credit the commission account maintained for the INTRODUCER with;

- a) 30% of fees paid to JET by the client in the preceding month, for the duration of the agreement signed by JET and the client.**