



Agreement for the provision of the RANSquawk Service by The Jet Group Ltd.

This Agreement is made as of the 1st April 2017 between THE JET GROUP LIMITED ("JET") registered in England and Wales under company number 10344336 and having its registered office at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ and having its place of business at Moor Place, One Fore Street, London, EC2Y 5EJ and FxPro Financial Services Ltd ("FxPro"). FxPro is incorporated in Cyprus (Certificate of Incorporation no. HE181344), is authorized and regulated by CySec (Licence no. 078/07) and has its registered office at Karyatidon 1, Ypsonas. JET and FxPro are each respectively a "Party", and collectively the "Parties".

Now, therefore, the Parties hereby agree as follows:

1. Definitions

1.1 TFX Player and code (the "Service")

A package that comprises of the back-end coding for a 24-hour squawk, headline, research, calendar and video service that provides full macro and FX news for financial markets in the US, Europe and UK and Asia-Pac. The Service includes:

- A package that combines the FX and macro news feeds via an audio squawk (the "Squawk") and via a headline feed (the "Headlines"). Subject matter covered on the Squawk and the Headlines include;
- All G7 economic releases and world central bank speakers.
- FX flows in the major pairs (EUR/USD, USD/CHF, USD/JPY, GBP/USD) and crosses.
- Fundamental flows related to the WTI Crude market.
- Fundamental flows related to the Asia Pac region.

1.2 Agreement period

The Agreement period will run for a term of 12 (twelve) calendar months only. This period will commence as of the date of this Agreement. Under no circumstances this Agreement will be auto renewed.

1.3 Client

Any third party, individual, customer, associate, and affiliate or otherwise, listening to the Service provided through FxPro, under the terms of this Agreement.

2. Provision of Service and obligations of the Parties

2.1 The Parties will both actively seek to promote and develop the Service provided on the FxPro websites* to the FxPro Clients.

* Including but not limited to fxpro.com, fxpro.com.au, and fxpro.co.uk.

2.2 JET will provide the Service on the following price basis to FxPro: GBP 1925.00 per month (ex VAT) per month.

2.3 The Service will be on the FxPro website including but not limited to the following: www.fxpro.com, www.fxpro.com.au, www.fxpro.co.uk co-branded with the FxPro and JET logos.

2.4 FxPro will provide the Service the following exposure through FxPro websites, including but not limited to the following: www.fxpro.com, www.fxpro.com.au, www.fxpro.co.uk.

2.5 For the duration of the Agreement, FxPro shall act in all respects as an independent promoter of the Service and shall consequently act on its own account and risks and under its sole liability for the marketing of the Service.

2.6 JET will provide any reasonable information on the Service to FxPro for onward provision and dissemination to Clients. FxPro shall disseminate such information at its sole discretion.

2.7 JET will use all reasonable endeavours for the benefit of FxPro to ensure that no content nor any material of any nature provided as part of the Service shall be defamatory of any person, business or undertaking, shall not bring any person, business or undertaking into disrepute and shall not be unfair, libelous, misleading or obscene.

3. Ongoing Maintenance and Service Levels

3.1 JET will provide the Service throughout normal extended market hours, continuously from Sunday 10.00pm until Friday 10.00pm (London Time)

3.2 JET will provide support for technical help for the Service throughout normal extended market hours, Monday to Friday 7.00am to 6.00pm (London Time)

3.3 JET does not make provisions for free trials, however, it is agreed that should FxPro believe that it would be appropriate, ad hoc provisions may be provided as agreed by both parties.

3.4 JET will use all reasonable endeavours to provide technical support and make provisions for any I.T. requirements that FxPro may need in order to disseminate the Service to clients via their website and trading platform free-of-charge.

4. Termination and Extension

4.1 This Agreement will run for a term of 12 (twelve) calendar months, as described in paragraph 1.2 above. Under no circumstances this Agreement will be auto renewed.

4.2 If this IO is terminated for whatever reason, any amount due by FxPro, shall be due on a pro rata basis and any amount paid but unused by FxPro, shall be refunded to FxPro, immediately upon termination, on a pro rata basis as well.

5. Confidentiality

5.1 Each Party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other party which may have or may in future come to its knowledge. Each of the Parties shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters as may be required by law.

This confidential information shall not include information which (i) is in the public domain or which is or becomes publicly available without a breach of this undertaking, (ii) was known to the other Party before it was communicated to it by the issuing Party, (iii) is developed independently by the other Party, (iv) is disclosed as a result of a legal obligation.

6. Intellectual Property Rights

Each party shall retain all ownership rights, title, and interest in and to its own products and services, and all intellectual property rights therein, subject only to the rights and licenses specifically granted herein. FxPro acknowledges that all names, trademarks, service marks, copyright, patents, and other intellectual property rights in the Service, are the exclusive property of JET.

7. Whole Agreement

This Agreement, and any documents referred to in it constitute the whole agreement between the parties and supersede any arrangements, understanding or previous agreement between them relating to the subject matter they cover.

8. Good Faith

Each Party shall, at all times, act in good faith towards the other and shall use all reasonable endeavours to ensure that this Agreement is observed.

9. Third Party

This Agreement is made for the benefit of the Parties and their successors and permitted assigns and is not intended to benefit or be enforceable by, anyone else. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

10. Severance

If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.

11. Force Majeure

If an event of force majeure makes it impossible for one of the Parties to fulfil its obligations, the respective obligations of the Parties shall initially be suspended for the duration of the said event of force majeure.

If such suspension should last for more than thirty (30) days, the JET service(s) affected by the event of force majeure shall be terminated automatically by the Party whose obligations are directly affected by the event of force majeure, without any damage or compensation being payable by one or other of the parties as a result of this suspension and subsequent termination.

Both parties will in any event use all reasonable endeavours to mitigate the impact of any event of force majeure and to recommence performance of their obligations under this Agreement as soon as reasonably possible.

12. Governing Law

- i. This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England.

- ii. The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.
- iii. The Parties irrevocably agree that a judgement or order of the High Court of England in connection with this Agreement is conclusive and binding on each of them and may be enforced by the High Court through the courts of any other jurisdiction and the parties hereby waive any objection to the jurisdiction of the High court.

13. Notices

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:

The Jet Group Limited
 Moor Place
 One Fore Street
 London EC2Y 5EJ
 United Kingdom
 Tel: (+44) 20 3582 2778
 Email: admin@ransquawk.com

FxPro Financial Services Ltd
 Karyatidon 1, Ypsonas
 4180, Limassol,
 Cyprus
 Fax: (+357) 25 969269

AS WITNESS the hands of the duly authorised signatories of the parties hereto the day and year first above written

SIGNED by The Jet Group Limited)
 by a person acting in accordance with the)
 authority of the company)

Authorised Signatory Tom B _____

Name Tom B - CMO _____



SIGNED by FxPro Financial Services Ltd ("FxPro"))
 by a person acting in accordance with)
 the authority of the company:)

Authorised Signatory Jason Earl _____

Name Jason Earl _____