



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

This Agreement is made as of the 11 February 2019 between THE JET GROUP LIMITED ("JET") registered in England and Wales under company number 10344336 and having its registered office and place of business at Moor Place, 1 Fore Street, London, EC2Y 5EJ and INTERTRADER LIMITED ("INTERTRADER") registered in Gibraltar under company number 597312 registered office at Suite 6, Atlantic Suites, Europort Avenue, Gibraltar. JET and INTERTRADER are each respectively a "Party", and collectively the "Parties".

Now, therefore, the Parties hereby agree as follows:

1. Definitions

1.1 The "Service", consisting of

a) TFX Player

A package delivered via the web that provides full market news for FX markets in the US, Europe and UK. The Service includes:

- A package that combines the FX and macro news feeds via an audio squawk (the "Squawk"). 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.

b) Equities channel licence as outlined in Addendum 1

1.2 Agreement period

The Agreement period will run for a term of a minimum of 12 months. This period will commence as of the date of this Agreement and be terminated in accordance with the terms set out in this Agreement. The agreement period can be varied only by written agreement of the Parties.

1.3 Client

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

2. Provision of Service and obligations of the Parties

2.1 JET will provide the Service on the following price basis to INTERTRADER: GBP 18,000 per annum for the TFX Player service and GBP 3,000 per annum for the Equities channel licence, as outlined in Addendum 1

2.2 The Service will be on the INTERTRADER website and/or trading platform co-branded with the INTERTRADER logos.

2.3 INTERTRADER is not responsible for re-publishing of content from the Service on 3rd party websites.

2.4 INTERTRADER will provide the Service in a members' area for active clients only and will not make provision for free trials and non active trading customers.

2.5 JET will provide any reasonable information on the Service to INTERTRADER for onward provision and dissemination to Clients

2.6 JET will use all reasonable endeavours for the benefit of INTERTRADER 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, 22:00 Sunday through to 21:30 Friday.

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 will use all reasonable endeavours to provide technical support and make provisions for any I.T. requirements that INTERTRADER 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 a minimum of 12 months. After which term, the Agreement will either be renewed for a term of 12 months, cease or be re-negotiated, as agreed by both parties. For the avoidance of doubt, if there is no agreement between the parties, the agreement will automatically terminate.

4.2 In addition to the above, the Agreement may immediately be terminated:

- a) by either party if the other party commits a material breach, which (in the case of a breach capable of being remedied) shall not have been remedied within fourteen days following receipt of a written request to remedy the same from the non-breaching party; and
- b) by either party if the other party enters into liquidation or becomes bankrupt or insolvent or makes a composition with its creditors or

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. Responsibility

For all matters regarding the execution of this Agreement, the full and complete liability of the Parties for any type of complaint related to any loss or damage, whether they are on a contractual basis, criminal basis (including for acts of negligence), based on a liability by law or other, or they involve demands for compensation from, in relation with, or resulting from the execution or non-execution of this Agreement, must in no case exceed the amount paid by JET to INTERTRADER for this Agreement.

7. Intellectual Property Rights

- a) 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. Each party acknowledges that all names, trademarks, service marks, copyright, patents, and other intellectual property rights

(including in the Service) vesting in the other party shall remain the exclusive property of the other party.

- b) JET will indemnify INTERTRADER for any damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) that may be awarded to any third party based on the grounds that the service provided infringe or otherwise violate the intellectual property rights of a third party, except to the extent that the alleged infringement or violation has been caused by the INTERTRADER's use thereof in violation of agreed terms. This clause 7(b) will survive termination of the Agreement.

8. 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.

9. 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.

10. 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.

11. 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.

12. Force Majeure

If a force majeure event 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 sixty (60) 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.

13. 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.

ADDENDUM 1 – EQUITIES CHANNEL

LICENCE

Subscriber's name: Intertrader Limited

Service provision : electronically disseminated real time news and market analysis by 'squawk' and written (email) updates and daily pre-market reports with the anticipated releases for the forthcoming trading day.

Primary Site: Intertrader Limited
Suite 6
Atlantic Suites
Europort Avenue
Gibraltar

Users: One
Stuart Dorward

Delivery: Via the internet (the Subscriber must download the software)

Charges: GBP 3,000.00 for one Equities Channel listener

One-off and/or 'Set-up' Charges: GBP 0.00



Signed for and on behalf of
the Subscriber

Name: NEIL COTTER

Title: DIRECTOR

Date: 1/3/2019



Signed for and on behalf of
The Jet Group Limited

Name: Jason Earl

Title: Director

Date: 5th March 2019