

ONE | FINANCIAL MARKETS

MARKETING AGREEMENT

THIS MARKETING AGREEMENT ("Agreement") is made and entered into as of the later of the two signature dates below by and between:

C B FINANCIAL SERVICES LTD TRADING AS ONE FINANCIAL MARKETS, a company incorporated in England and Wales, with company number 6050593 ("One Financial Markets"); and

THE JET GROUP LIMITED, a company incorporated in England and Wales, with company number 10344336 ("Marketing Partner").

WHEREAS:-

This Agreement, including all Appendices attached hereto and henceforth, set out the terms and remuneration for marketing services provided to One Financial Markets by the Marketing Partner named above.

IT IS HEREBY AGREED as follows:

1. Definitions:

1.1 In this Agreement, unless the context otherwise requires, the following words shall have the following meanings :-

"Person" shall mean any individual or corporate entity or any combination thereof.

"Client" shall mean a person whom One Financial Markets has accepted to open accounts subject to its Client Agreement and who has been introduced by the Marketing Partner via marketing advertisements.

"Client Agreement" shall mean the legal documents that govern the Client trading account with One Financial Markets which may be amended from time to time at One Financial Markets' sole discretion. For the latest versions please refer to www.onefinancialmarkets.com/legal/client-agreement.

"Partner Statement" shall mean the statement provided to the Marketing Partner outlining the remuneration due in any given month.

1.2 In the event of any conflict or discrepancy between this Agreement and the Client Agreement, the terms and conditions as stated within the Client Agreement shall prevail.

1.3 One Financial Markets is authorised and regulated by the Financial Conduct Authority of the United Kingdom (the "FCA") under Firm Reference Number 466201 and the Financial Services Board in South Africa under FSP number 45784.

2. Marketing Partner Relationship and Activities:

2.1 The terms of this Agreement cover the rights and obligations of the Marketing Partner in respect to any marketing materials used to market One Financial Markets or its associated Group of Companies, as may be defined by One Financial Markets.

2.2 In the event of the Marketing Partner wishing to offer any deviation from the standard interpretation of this Agreement or the relationship upon which it is based, the Marketing Partner will be deemed to be in breach of this Agreement and all its Terms, unless it has received written confirmation from One Financial Markets' Executive Management that its proposed activities are approved and accepted.

2.3 The Marketing Partner hereby undertakes to introduce the trading facilities and services of One Financial Markets to potential clients. This shall include, inter alia, the distribution of any written promotional or marketing materials, any verbal or audio-visual communications and any web-based materials as may be provided by One Financial Markets from time to time.

- 2.4 The Marketing Partner warrants that it is duly organised, validly existing and in good standing under the laws of its jurisdiction.
- 2.5 The Marketing Partner warrants that it has fulfilled all registration, qualification and/or other requirements of the relevant jurisdictions and regulatory bodies to the extent applicable for providing services in the financial markets, and during the term of this Agreement will remain in strict compliance with all the foregoing.
- 2.6 The Marketing Partner represents and warrants that all information and documentation provided to One Financial Markets during the course of this Agreement is complete, accurate and not misleading.
- 2.7 The Marketing Partner undertakes to observe all legal and regulatory requirements as dictated by the FCA and any local regulatory or legal entity within his jurisdiction as may apply in respect of financial promotions.
- 2.8 The Marketing Partner agrees to act in the spirit of the Agreement at all times; to conduct its activities and offer One Financial Markets' services and materials in a positive, constructive and pro-active manner.
- 2.9 The Marketing Partner may pass general market analysis or research as provided by One Financial Markets from time to time but will not pass direct trading recommendations unless explicitly clear as to the source of those recommendations and further warrants that no such direct trading recommendations will be given to clients under misleading or wrongful direction that such recommendations have been made by One Financial Markets or any of its employees or representatives. As clients of One Financial Markets, such clients accept that they are received on an execution-only basis and that One Financial Markets does not give any advice to its Clients upon the merits or suitability of any transaction.
- 2.10 The Marketing Partner, nor any of its Directors, officers, employees, associates or affiliates may not under any circumstances represent themselves as employees or officers of One Financial Markets nor may the Marketing Partner pass itself off as having any relationship with One Financial Markets other than that of Marketing Partner, without the express written advance permission of One Financial Markets.
- 2.11 One Financial Markets shall, at its sole discretion, accept or decline to accept any client signed up via marketing advertisements produced by the Marketing Partner.
- 2.12 The Marketing Partner may not be considered a client of One Financial Markets under the definitions provided for by the FCA in the Conduct of Business Sourcebook, on the basis of this Agreement and for the avoidance of doubt, the remuneration earned under the terms of this Agreement does not fall under the protection of the Financial Services Compensation Scheme.
- 2.13 The Marketing Partner warrants that he will verify to the required standard as stated by One Financial Markets, the veracity of any documentation which One Financial Markets may require from time to time, especially insofar as it may require the Marketing Partner to obtain evidence of the Client's identification and other supporting documentation to the account opening process.
- 2.14 The Marketing Partner shall undertake to comply with all written and verbal procedures as set out by One Financial Markets from time to time in the operation of the client accounts and the general conduct of business. The Marketing Partner warrants that in the event of any dispute over the execution of any Client trade, it shall abide by the judgment and opinion of One Financial Markets and its officers and shall accept any decision made by One Financial Markets as final. The Marketing Partner accepts that neither One Financial Markets nor any of its officers, employees or affiliates shall be personally or collectively liable for any failure or omission on the part of the Marketing Partner or the Client to abide by those rules and procedures as provided to them.
- 2.15 The Marketing Partner shall not extend any credit to the Client without the prior written authorisation of One Financial Markets.
- 2.16 The Marketing Partner shall not hold any money or security provided by the Client in respect of his

trading account(s) with One Financial Markets without the undisputed prior consent of One Financial Markets and shall hold any such collateral on trust in advance of transferring same to One Financial Markets.

- 2.17 The Marketing Partner warrants to maintain copy documentation of all client records including, inter alia, any account opening documentation verified and forwarded to One Financial Markets by the Marketing Partner, any client trading records or deal slips generated by Client trades in the Marketing Partner's offices or any documentation in respect of any disputed trades or activities.
- 2.18 The Marketing Partner warrants and represents that it and its employees, representatives and officers are duly authorised to perform their duties in such business and that, upon request, the Marketing Partner will provide documentary evidence of any legal or regulatory or licensing arrangements, permissions or authorisations which have been put in place in order for the valid conduct of such business by the said Marketing Partner in his jurisdiction. The Marketing Partner further warrants to advise One Financial Markets immediately in the event that there is any change in his regulatory, legal or authorised status or that any permissions or licenses which have been granted specifically to enable such business to be conducted by the Marketing Partner, have been lost, rescinded, revoked, suspended or diminished such that it is no longer approved to conduct such business.
- 2.19 One Financial Markets and the Marketing Partner undertake to communicate any Notices in writing and to retain evidence of their own that such Notices have been given.

3. One Financial Markets' Undertakings:

- 3.1 One Financial Markets will provide fully regulated trading facilities with full back office support (including but not limited to statements and account status), providing the product suite most suited to the Marketing Partner's sphere of operations and trading environment, fully sourced and serviced by One Financial Markets personnel.
- 3.2 Where applicable, One Financial Markets warrant not to amend a remuneration rate unless requested by the Marketing Partner.
- 3.3 One Financial Markets agrees to make available for further distribution by the Marketing Partner general training resources and materials, platform and operational training materials, subject to any additional charges which may apply.
- 3.4 One Financial agrees to provide, subject to volume, further specialised training from appropriately qualified One Financial Markets' personnel or affiliates, scheduled according to the Marketing Partner's requirements and One Financial Markets' personnel availability. The Marketing Partner may decide to use this resource as a marketing application or for personal development. The content of the training will be configured to provide information relevant to the Marketing Partner's requirements and may be subject to additional charges.
- 3.5 Other than in circumstance described in 5.3 below, One Financial Markets warrants to make any payments due to the Marketing Partner monthly in arrears no later than the 15th day for the preceding month in which those fees were earned.

4. Term and Termination:

- 4.1 Termination of this Agreement shall be by the provision of one month's notice in writing by either party.
- 4.2 One Financial Markets shall reserve the right to terminate without notice or suspend without notice, this Agreement or any rights of the Marketing Partner that may fall under the provisions of this Agreement and/or its Appendices hereto attached or related, in the following circumstances:
- 4.2.1 Any malpractice, breach, failure or other significant event on the part of the Marketing Partner, such event and termination to be at the sole discretion of One Financial Markets;
- 4.2.2 A prolonged period of inactivity on the part of the Marketing Partner. For the avoidance of doubt, 'inactivity' is defined as a period of six months or more where no new Clients are received via marketing advertisement;

- 4.2.3 Other than in circumstances where required by law or by any competent regulatory authority, the Marketing Partner fails to maintain the strict confidentiality of the existence of this Agreement.
- 4.3 Upon termination under clause 4.1 and 4.2.2, One Financial Markets warrants to pay the Marketing Partner all outstanding marketing revenues due under the terms of this Agreement.

5. Remuneration:

- 5.1 Remuneration due to the Marketing Partner from One Financial Markets under the terms of this Agreement shall be as set out in Appendix 1.
- 5.2 One Financial Markets reserves the right to delay payment in the following circumstances:
 - 5.2.1 In the event of a dispute with, or complaint from, a Client One Financial Markets may withhold payment until the matter is resolved;
 - 5.2.2 In the event of a dispute with the Marketing Partner on any matter which falls under this Agreement, including any suspected or actual knowledge that the Marketing Partner is not acting in the spirit of this Agreement One Financial Markets may withhold payment until the matter is resolved;
 - 5.2.3 In the event the Agreement is terminated under clauses 4.2.1 or 4.2.3 One Financial Markets reserves the right to withhold payment indefinitely.

6. Applicable Law:

- 6.1 One Financial Markets is the trading name of C B Financial Services Ltd, a company incorporated in England and Wales having its registered office at 20 Savile Row, London, W1S 3PR, United Kingdom.
- 6.2 This Agreement shall be subject to the laws of England and Wales but such submission shall not prevent One Financial Markets from exercising its right to seek legal remedy in any other jurisdiction if it so chooses.

SIGNED

For and on behalf of

ONE FINANCIAL MARKETS

Signed:

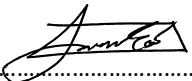
By:

Title:

Date:

For and on behalf of

THE JET GROUP LIMITED

Signed: 

By: **Jason Earl**

Title: **Director**

Date: **02 / 03 / 2017**

APPENDIX 1

1. Marketing Fee:

- 1.1 One Financial Markets agree to pay the Marketing Partner a discretionary payment of 20% of associated revenues (Marketing Fee).
- 1.2 Revenue calculations will be based on the monthly trading activity of all Clients converted as a result of related marketing activities from the effective date of the Agreement.
- 1.3 Related marketing activities shall apply to One Financial Markets as well as our Appointed Representative Portex Markets UK Limited.
- 1.4 The monthly Partner Statement provided to the Marketing Partner will include details of the introduced business revenues and confirm eligibility for the Marketing Fee.
- 1.5 In order to receive the Marketing Fee the Marketing Partner will subsequently provide a matching invoice to One Financial Markets once the Partner Statement is received.
- 1.6 The Marketing Partner understands and agrees that any Marketing Fee is discretionary and based on the revenues generating from the underlying business introduced to One Financial Markets.