

INTRODUCTION AGREEMENT

THIS INTRODUCTION AGREEMENT is made between:

- (1) KEY2 PROP LIMITED, a company incorporated as a Private Company limited by shares in the Hong Kong, under Company number 3309527, Hong Kong ("KTP", "The Company" or "Key to Prop"); and
- (2) the Introducer,

each separately referred to as the "Party" and together the "Parties".

WHEREAS: KTP is engaged in Skill-Assessment services related to trading on financial markets (the "Services");

WHEREAS: The Introducer wishes to promote and market the Services;

WHEREAS: Parties wish to reach an agreement pursuant to which the Introducer will introduce prospective user/members to KTP for the purpose of providing the Services;

NOW, THEREFORE: In consideration of the premises and the terms and conditions herein set forth, the Parties agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall, except where the context otherwise requires, bear the following meanings:

"Abusive Trading" – manipulative trading behavior exploiting arbitrage opportunities (including latency, swap and correlation arbitrage) or otherwise taking advantage of Internet connectivity delays or data feed errors, including strategies employing the sophisticated high frequency trading technology;

"Agreement" – this agreement, including all the Schedules and any supplementary documentation and any amendments thereto;

"Associated Persons" – directors, officers, agents, representatives, employees and invitees of any of the Parties;

"Confidential Information" – the terms of this Agreement and information that belongs to a Party including without limitation the information concerning its business affairs, user/members, suppliers, know-how, concepts, ideas, software, designs, copyright, formulae, trade secrets, financial information, technical information whether in visual, oral, documentary, electronic, machine-readable, tangible, intangible or any other form, which is marked as confidential or which a Party regards as confidential, proprietary or of commercially sensitive nature, but doesn't include information, which:

- a) Is lawfully in a Party's possession prior to its disclosure to a Party by the other Party;
- b) Enters the public domain other than as a result of any unauthorized disclosure;
- c) Is lawfully available to a Party from a third person who has the lawful power to disclose such information on a non-confidential basis;

d) Is independently developed by a Party;

“Customer Agreement” – the agreement that governs the relationship between KTP and the Introduced User/member;

“Dispute” - has the meaning given in Clause 23.2;

"Effective Date" – the date on which the Introducer accepts this Agreement as set forth in Clause 19.2;

"Fees Agreement Letter" – the letter which KTP may produce in some cases, and which sets out the size of the Introduction Fees payable by KTP to the Introducer in consideration of the Introducer introducing Prospects to KTP. For the avoidance of doubt the Fees Agreement Letter shall form part of this Agreement;

“Financial Derivatives” – securities whose prices are based on the prices of underlying assets (such as equities, commodities and indices) including but not limited to contracts for differences;

“Introduced Account” – an account maintained by KTP for an Introduced User/member;

"Introduced User/member" – a Prospect who (after the Effective Date):

a) Has applied for an account with KTP as a result of a referral to KTP by the Introducer;

b) Has been accepted by KTP; and

c) Has entered into the Customer Agreement,

provided that such a Prospect doesn't already have an account with KTP except as set forth in Section 4;

"Introducer" – a person who submitted to KTP an electronic application to become a Party to this Agreement. The application form is available on the Website and is to be filled in and submitted electronically, unless KTP agrees to hand sign it;

"Introduction Fees" – has the meaning given in Clause 8.1;

“Losses” - has the meaning given in Clause 11.1;

“List of non-permitted user/members” - the list of activities or businesses for which individuals or entities are prohibited from using the Services (can be found at the end of the document);

“Prospect” – has the meaning given in Clause 2.2.1;

“Regulatory Body” – any government, governmental, quasi-governmental, supranational, or statutory agency or regulatory or self-regulatory body or institution, exchange or clearing house;

"Relevant Rules" – the laws, rules, regulations or other conditions or requirements of any Regulatory Body as far as they relate, directly or indirectly, to this Agreement or to the performance by the either Party of its duties and obligations hereunder;

“Restricted Country List” – the list of countries and territories, the citizens or residents of which are restricted from using the Services;

“Trading Platform” – third party Internet based electronic services (including any related software or application), that offer direct access to financial markets and that KTP grants access to, or makes available to, the user/members via links on its website;

“Website” - www.keytoprop.com or such other websites as the Company may maintain from time to time for access by the Prospects and User/members.

1.2 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.

1.3 Words denoting the singular number include the plural and vice versa.

1.4 Reference to a person includes an individual, firm, corporation and unincorporated association, trust, government, state or agency of state, any association or partnership or joint venture (whether or not having a separate legal personality).

1.5 Reference to a Clause, Section or a Schedule is a reference to a clause or a section in, or a schedule to, this Agreement respectively.

1.6 Reference to legal person includes a reference to bodies corporate, partnerships, associations or any other organization or arrangements (whether or not having a separate legal personality).

1.7 For the purposes of references in this Agreement to an obligation being performed, a right exercised, a notice given, a period calculated, or information sent within an agreed number of "business days", a "business day" means, where the context admits, any weekday (excluding a Saturday and a Sunday) which is not a public holiday in the country in which, as the case may be, the obligation is to be performed, the right exercised, the notice given, the period calculated or from which the information is to be sent.

1.8 References to statutory provisions or statutory instruments shall be construed as references to those provisions or instruments as amended or re-enacted or as their application is modified by other provisions from time to time and shall include references to any provisions or instruments of which they are re-enactments (whether with or without modification).

2. Appointment and Obligations of the Introducer

2.1 Subject to the terms and conditions of this Agreement, KTP hereby appoints the Introducer to make introductions on the terms of this Agreement and in accordance with KTP guidelines and the Introducer accepts such appointment.

2.2 The Introducer agrees to:

2.2.1 Introduce to KTP any persons who may be potentially interested in the Services and, as the Introducer may reasonably expect:

(a) Meet KTP's due diligence requirements, and

(b) Are not under any restrictions which would prevent them from opening, and maintaining an account with KTP (the “Prospects”);

2.2.2 Make introductions only through the legitimate channels, which for the avoidance of doubt shall include personal communication, e-mail, telephone, links on the Introducer's website, and shall not contravene any restrictions imposed by any Relevant Rules when making such introductions.

2.2.3 Effect introductions by:

- (a) Providing to the Prospect information about KTP (the name and contact details);
- (b) Providing to the Prospect a true, fair and accurate description of the Services to ensure the correct understanding by the Prospect of risks involved in trading the Financial Derivatives;
- (c) Providing to KTP information about the Prospect (the name and contact details).

2.2.4 Adhere at all times to the instructions given by KTP for carrying out the introductions;

2.2.5 Immediately inform KTP of:

- (a) Any Introduced User/member's complaint or any investigation, inquiry or real or potential action of a government authority with regards to an Introduced User/member or an Introduced Account. KTP will have an exclusive right to respond or reconcile any such Introduced User/member's complaint, and any remedial action taken by KTP shall be binding upon the Introducer; and
- (b) Any facts and/or circumstances, which become known to the Introducer, in respect of any Introduced User/member, which may potentially influence KTP's agreement to maintain and operate the respective Introduced Account or may be harmful or detrimental to the business and reputation of KTP.

2.2.6 Cooperate with KTP in any request aimed at KTP's performing the due diligence checks on the Prospects and the Introduced User/members;

2.2.7 Cooperate with any Regulatory Body as may be reasonably required to enable KTP to comply with the Relevant Rules or to discharge its obligations to the relevant Regulatory Body.

2.3 The Introducer shall not distribute any documentation, marketing materials or information regarding the terms on which the Services are provided or carry out any activities with regards to this appointment which may require any form of authorization or licensing under the Relevant Rules;

2.4 The Introducer performs its services at its own risk. KTP is not responsible for providing the Introducer with premises, data systems, secretarial, book-keeping or record keeping services to assist in carrying out this Agreement.

3. Rights and Obligations of KTP

3.1 KTP agrees to perform its obligations under this Agreement diligently and in compliance with the Relevant Rules.

3.2 In return for its introductions, KTP agrees to pay to the Introducer the Introduction Fees as set forth in Section 8 of this Agreement.

3.3 KTP shall be entitled to accept, reject, and deal with the Prospects, Introduced User/members and Introduced Accounts in its sole and absolute discretion.

3.4 KTP shall not:

3.4.1 Provide investment or any other professional advice to the Introducer, the Prospect or the Introduced User/member;

3.4.2 Prepare the Introducer's accounting and tax records, financial statements or regulatory reports;

3.4.3 Pay any sums owing by the Introducer to any Introduced User/member;

3.4.4 Pay any commissions to the Introducer's Associated Persons;

3.4.5 Perform compliance supervision of the Introducer or its Associated Persons.

3.5 Under no condition shall KTP bear responsibility for:

3.5.1 The Introducer's any actions and failures to act, committed beyond the authority granted by KTP;

3.5.2 Any damages the Introducer causes to Prospects, Introduced User/members or any third persons;

3.5.3 Declaring the income received by the Introducer pursuant to the terms of this Agreement to any relevant tax authority and paying the taxes due in respect of such income.

4. Existing user/members of KTP

An existing user/member of KTP will not be considered an Introduced User/member unless such existing user/member applies for a new account with KTP as a direct result of the Introducer's referral provided that, at the time that the existing user/member applies for such a new account, they have not deposited funds on any account that they have already been holding with KTP, any clearing firm or any other brokerage company which has appointed KTP as an Introducer, for the period of at least 18 (eighteen) months prior to the date when a new account has been applied for as a direct result of the Introducer's referral or unless KTP agrees in writing to consider such existing user/member to be an Introduced User/member.

5. Restrictions

The Introducer shall not, directly or indirectly:

5.1 Induce, solicit, procure or otherwise encourage any person to pursue the Services;

5.2 See, encourage or respond to any approach from any person to pursue the Services;

5.3 Sign any document on behalf of KTP;

5.4 Incur any liability on behalf of, or bind KTP in any way and shall not make a representation or a statement to any persons, including the Prospects, with respect to the Services that are not expressly authorized by this Agreement or have not been previously approved in writing by KTP;

5.5 Accept or hold in its name any money or property to margin, guarantee or secure any transactions effected or carried in any Introduced Account;

- 5.6 Do or say anything that may damage or diminish business or reputation of KTP;
- 5.7 Misrepresent its relationship with KTP in any way or describe or hold itself out in any way as an agent or representative of KTP;
- 5.8 Knowingly do or omit to do anything that would cause KTP to be in breach of any Relevant Rules as a result of the terms of this Agreement;
- 5.9 Offer any form of advice or recommendation on the suitability of the Services, or undertake any activity that might lead any person to believe that they have received any such advice or recommendation;
- 5.10 Provide, with regards to any Prospect or the Introduced User/member, any opinion on trading or the direction of the Financial Derivatives, the trading strategy, opening of new positions, closing or hedging of the existing positions on the Introduced Accounts;
- 5.11 Produce, publish, distribute, issue, display or use any form of marketing, promotion or advertising related to the Services, other than as expressly authorized by KTP in writing;
- 5.12 Handle or administer claims under the Customer Agreements;
- 5.13 Hold itself out as able to do any of the above.

6. Status of the Introducer

- 6.1 The Introducer will perform its services as an independent contractor and not as an agent, employee, appointed representative or tied agent of KTP.
- 6.2 Any correspondence issued by the Introducer shall be on the stationery of the Introducer.
- 6.3 This Agreement does not create, and shall not be deemed to create, a partnership, or a joint venture between KTP and the Introducer.

7. Non-Solicitation

During the term of this Agreement and for the period of 2 (two) years following the termination of this Agreement in accordance with Section 15:

- (a) Canvass, solicit or endeavor to attract away from KTP, any person who is a user/member of KTP as at the date this Agreement is terminated, with the intent or purpose of providing services to such user/member similar to the Services or introducing them to any persons - competitors of KTP;
- (b) Offer to employ, engage or otherwise entice away from KTP any of their Associated Persons.

8. Remuneration and Expenses

8.1 In return for referring the Prospects to KTP the Introducer shall be entitled to receive the fees and commissions as set out on the Website or, in some cases, in the Fees Agreement Letter (the "Introduction Fees") provided that:

- (a) KTP, in its sole discretion, deems such Prospects the Introduced User/members; and
- (b) The conditions set forth in this Section 8 are met.

8.2 The Introduction Fees, unless otherwise specified in the Fees Agreement Letter, shall be payable for the duration of KTP's relationship with the Introducer. Upon termination of this Agreement by any Party and for any reason, the Introduction Fees shall no longer be payable and shall terminate.

8.3 KTP shall credit all sums due to the Introducer to the designated bank account as instructed by the Introducer to KTP. No sum shall be credited to the Introducer by KTP unless and until KTP has actually received the fees and commissions due from any Introduced User/member.

8.4 As a general practice, the Introduction Fees are payable on a monthly basis, following the end of the month in which the Introduction Fees are earned. KTP shall make a payment against the payment request received from the Introducer through the Website. The payment could be executed directly from KTP or any other collaborator of the Company based on its sole discretion. For the avoidance of doubt, the payment of the Introduction Fees shall be effected once a month. No interest shall be payable on the sums due to the Introducer. Introduction Fees are payable upon completion of any of the Service(s) successfully selected by the User/Member and after 30 calendar days have lapsed from the day of completion (regardless if the result of the selected Challenge is "failure" or "success").

8.5 Unless the Introducer objects to the amount of the Introduction Fees, paid to him by KTP, within 5 (five) business days of the receipt of payment, the amount received by the Introducer shall be deemed to be correct.

8.6 The Introducer shall immediately notify KTP if the Introducer fails to receive the Introduction Fees as instructed in the payment request sent to KTP in accordance with Clause 8.4.

8.7 KTP may decline to pay the Introduction Fees if KTP, in its sole discretion, determines that the Introduced User/member has been referred to KTP by illegitimate means (including, without limitation, the mass emailing) or by offers to share the Introduction Fees or by any other practices non-compliant with this Agreement, regardless of the Introducer's knowledge of such activities and whether or not any of the above caused harm to KTP.

8.8 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 tax authority and paying all taxes due in respect of such income.

8.9 Any currency conversion requested by the Introducer shall be converted at such rates as KTP sees fit and the Introducer shall bear the cost thereof.

8.10 KTP shall be entitled to offset against payments due to the Introducer all amounts due from the Introducer to KTP.

8.11 The Introducer shall be liable to KTP for damages sustained by KTP as a result of the Introduced User/member's breach of any term or provision of the Customer Agreement. The Introducer's failure to pay to KTP as required may result in KTP's pursuing any and all available legal and equitable relief, including, but not limited to, instituting formal litigation proceedings against the Introducer and the

Introducer shall pay all legal costs (including attorneys' fees and other expenses) in connection with the enforcement of KTP's rights under this Clause 8.11.

8.12 In accordance with the Relevant Rules and the relevant international standards, KTP may disclose to any Introduced User/member the arrangements between KTP and the Introducer including the fact that the Introducer is entitled to receive Introduction Fees from KTP and the amount thereof.

8.13 Each Party shall be responsible for their own costs and/or expenses arising out of this Agreement and neither Party shall be obliged, without its prior written consent, to pay any such costs and/or expenses of the other Party.

8.14 KTP has the right, at its sole and absolute discretion, to change, modify, introduce and/or remove any criteria applying to the Introduced User/members and the Introduction Fees including without limitation establishing any threshold, minimum deposits/earnings and/or other requirements for paying the Introduction Fees. KTP may, at its sole discretion, retroactively change the Introduction Fees, where KTP has a reasonable ground to believe that any provision of this Agreement has been violated by the Introducer, whether directly or with the help of the Introduced User/member.

9. Financial Statements

Where applicable, the Introducer shall provide KTP, upon request, with its annual audited financial statements within 90 (ninety) calendar days following the end of each financial year.

10. Representations and Warranties

10.1 The Introducer warrants, represents and undertakes to KTP, with the intention that KTP shall 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 Prospect to KTP, as follows, that:

- (a) (For legal persons) the Introducer is duly incorporated or registered and validly exists under the laws of its place of incorporation and domicile;
- (b) The Introducer has full power to enter into this Agreement and perform each of the duties specified herein;
- (c) The Introducer is not bankrupt or subject to any administrative, insolvency order or other proceedings; hasn't been convicted for any criminal activity or been subject to any sanctions, regulatory or other investigations (except, for an individual, minor traffic offences);
- (d) The Introducer adheres to all Relevant Rules when performing any of its obligations under this Agreement and shall not do anything to place KTP in breach of the Relevant Rules;
- (e) The Introducer possesses all necessary authorizations, approvals, permits, licenses, registrations and consents from each relevant Regulatory Body necessary to enable it lawfully effect introductions upon the terms and conditions of this Agreement and that it shall at all times whilst this Agreement remains in effect, act outside the scope of such authorizations, approvals, permits, licenses, registrations or consents, and that the Introducer covenants to inform KTP of any actual or likely change in such status;
- (f) The Introducer will disclose to KTP details of any investigation by any Regulatory Body into the Introducer's affairs and will disclose to KTP, prior to the commencement of this Agreement, details

of any past investigation into the Introducer's affairs by any Regulatory Body and details of any sanctions or penalties imposed on the Introducer by any legal or Regulatory Body within the past 10 (ten) years;

(g) 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 may be a party;

(h) This Agreement is and will at all times constitute a legal, valid and binding obligation on the Introducer;

(i) The Introducer shall only introduce Prospects to KTP with the Prospect's prior agreement;

(j) The information that the Introducer provides to KTP is true, fair, complete and accurate to the best of its knowledge and belief;

(k) The Introducer and its Associated Persons will at all times during the term of this Agreement 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 Introduced User/member);

(l) The Introducer will at all times during the period of its appointment maintain adequate financial resources to undertake business of the nature intended by this Agreement and as required by the Relevant Rules;

(m) The Introducer shall immediately notify KTP of:

- (For legal persons) change of control and the material changes in the legal identity;
- Change of name, address and contact details;
- Occurrence of any event that could materially affect the Introducer's creditworthiness.

10.2 Further, the Introducer warrants that it shall not:

(a) Represent to the Prospects that KTP will give a guarantee of any kind or character, expressed or implied, with respect to the future earnings, income, losses or limiting the losses;

(b) Provide to the Prospects the selective information only about the risks and/or benefits of using the Services;

(c) Provide to the Prospects the investment or any other professional advice with regards to the Services;

(d) Use any language or practices that may create an impression that trading with Margin is simple and doesn't require knowledge, experience and understanding of the Financial Derivatives;

(e) Introduce to KTP the Prospects who, as the Introducer reasonably suspects, are engaged in the Abusive Trading or any illegal activity;

(f) Itself engage in, or assist the Introduced User/members or other user/members of KTP with, strategies involving the Abusive Trading or circumventing controls established by KTP in order to

delay feeds, obtain off-market prices or otherwise provide beneficial terms of trading for the particular accounts;

(g) Introduce to KTP the persons which are citizens or residents of countries listed in the “Restricted Country List” available from KTP upon request;

(h) Introduce to KTP the persons that may present a reputational risk to KTP or carry out activities or businesses described in the “List of non-permitted user/members” available from KTP upon request.

10.3 During the normal course of business conducted under this Agreement, KTP may share with the Introducer certain data regarding the Introduced Accounts. The Introducer warrants that it will take any necessary measure in order to protect this data both technically and legally in compliance with any applicable data protection legislation of both Hong Kong and the jurisdiction in which the Introducer is situated, in all matters relating to the Introduced User/members. The Introducer warrants that it will only use any such data for the purpose of the business described under this Agreement, treat any such data with the utmost confidentiality and will not disclose or permit the disclosure of such data to any third party unless specifically authorized to do so in writing by KTP.

10.4 The Introducer will immediately inform KTP on becoming aware of any fact or matter (or series of facts or matters) which may result in the Introducer being in breach of any of the foregoing warranties.

11. Extent of Liability

11.1 The Introducer hereby agrees to indemnify KTP, any of their partners, co-owners, contractors and each of the respective Associated Persons, harmless at all times against any and all liabilities, actions, losses, costs, damages, expenses, penalties, claims or demands of whatever kind (including but not limited to any action taken by any Regulatory Body against KTP by virtue of any act or omission of the Introducer) (“Losses”), to which KTP or any other related Company may become subject relating to or arising out of:

(a) The Introducer’s or any of its Associated Person’s breach of this Agreement or failure to comply with the Relevant Rules or negligence, willful default, fraud or breach of duty;

(b) Statement or warranty made by the Introducer or any of its Associated Persons regarding the Services or the risks of investing in the Financial Instruments that was not specifically authorized in writing by KTP or was otherwise inconsistent with the Agreement;

(c) Investment or any other professional advice or recommendation given to any person including without limitation the Prospects or Introduced User/members, by the Introducer or any of its Associated Persons in breach of this Agreement;

(d) Any dishonest, fraudulent, negligent or criminal act or omission of the Introducer or any of its Associated Persons, with respect to the Introduced User/members or other user/members of KTP;

(e) Breach of any representation or warranty (as set forth in Section 10) by the Introducer or any of its Associated Persons;

(f) Breach of confidentiality obligations (as set forth in Section 17) by the Introducer or any of its Associated Persons.

11.2 Upon notice from KTP, the Introducer will promptly pay to KTP any amount owed to KTP under Clause 11.1

11.3 KTP reserves the right to withhold from the Introduction Fees payable to the Introducer or from any other funds or other property deposited by the Introducer with KTP for any purpose, the amounts equal to the Losses as described under Clause 11.1, until such time as the Losses are fully covered.

11.4 Where the Introducer breaches any warranty or representation given under Section 10, KTP may, in its sole and absolute discretion, forfeit all Introduction Fees paid under this Agreement since inception and the Introducer agrees to pay back to KTP the aggregate amount of all such Introduction Fees within 30 (thirty) business days from written notice of such a breach. If the Introducer fails to pay to KTP the aggregate amount of the Introduction Fees in accordance with this Clause 11.4, KTP is entitled to withhold the respective amount in full or in part from the funds or other property deposited by the Introducer with KTP.

11.5 The indemnity given under this Section 11 shall not be construed as implying any exclusion of or limitation on any contractual liability which the Introducer may incur under this Agreement and is without prejudice to any other rights or remedies available to KTP, whether under this Agreement or otherwise.

12. Advertising

The Introducer shall not issue any advertisement or distribute any promotional material, whether on the Internet or otherwise, about KTP without KTP's express written consent.

13. Use of KTP's Name and Intellectual Property

13.1 The Introducer acknowledges that the name and any other intellectual property of KTP are the exclusive property of KTP.

13.2 The Introducer may not use the name or any other intellectual property of KTP without the prior written consent of KTP.

13.3 The Introducer may not:

- (a) State or imply that KTP promotes any services of the Introducer;
- (b) State or imply that KTP has any knowledge of specific services offered by the Introducer; or
- (c) Use KTP's name in any form of mass media or advertising without the prior review and written consent of KTP including, but not limited to, Internet, television, radio.

13.4 Where the Introducer owns or operates a website, it shall receive the prior written approval of KTP to include any information about KTP and the Services.

13.5 The Introducer shall not use the name "KTP", "KTP" or any deviation or variation of this name in answering its telephone, in any of its domain names or in any other way, which may give the impression that the Introducer is associated with, or is the same person as, KTP.

13.6 The Introducer acknowledges and agrees that all the copyright (including rights in computer software), trademarks, trade names, design rights, logos, service marks, software code, icons, characters, layouts, colour scheme, Internet domain names, rights in designs, trade secrets, know-how, patents, database rights, semi-conductor topography rights, utility models and other rights in the nature of

intellectual property rights (in each case whether registered or unregistered and including applications for registration) in the Trading Platform and any and all information that KTP supplies or makes available to the user/members, together with contents of our Website, portals, brochures and other materials related to the Services, will remain the sole and exclusive property of KTP, or any third parties identified as being the owners of such rights, and no other persons have any rights in or to any of the foregoing other than the right to use the Trading Platform, Website, portals or provided information and materials in accordance with this Agreement. The Introducer shall not copy, modify, de-compile, reverse engineer, and make derivative works of any intellectual property of KTP, or the relevant third parties identified as owners of such rights.

14. Compliance with the Relevant Rules

14.1 The Introducer shall comply with any arrangements KTP may implement for ensuring KTP's on-going compliance with the requirements of any Regulatory Body.

14.2 KTP is not responsible for ensuring that the Introducer is licensed or authorized to carry out the activities contemplated by this Agreement. However, KTP reserves the right to make proper enquiries of the Introducer to establish that the Introducer does hold any required permissions.

14.3 At the request of KTP, the Introducer shall supply details and evidence to KTP of its registration, memberships, regulatory status, licensing and/or authorizations, knowledge, expertise and experience.

15. Duration and Termination

15.1 This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with Clause 15.2.

15.2 Without prejudice to any rights that have accrued to either of the Parties under this Agreement or any of its rights or remedies, this Agreement may be terminated by:

15.2.1 Either Party giving no less than 30 (thirty) calendar days' written notice of termination to the other Party; or

15.2.2 Either Party with immediate effect without notice in the event of the other 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; or

15.2.3 KTP giving notice of termination which notice shall take effect immediately (or on such later date as KTP may specify in the notice) in the event of any one or more of the following:

- (a) The Introducer or any of its Associated Persons being prosecuted or convicted of any criminal offence or being found guilty of any dishonest or serious misconduct which in the opinion of KTP renders the Introducer unfit to continue its duties or which would be likely to adversely prejudice the reputation or interests of KTP; or

- (b) The Introducer breaches any term of this Agreement (including without limitation any of the warranties it has given) and (if such breach is remediable) fails to remedy that breach within a period of 15 (fifteen) calendar days after being notified to do so; or
- (c) The Introducer fails to duly and timely perform any of the obligations imposed on the Introducer by the Relevant Rules; or
- (d) The Introducer commits an act of gross misconduct which is or would be likely to adversely prejudice the reputation or interests of KTP; or
- (e) KTP becomes aware that the Introducer have entered into a single-tie arrangement with a third party or any other arrangement where it is no longer able to effect introductions; or
- (f) The Introducer fails to obtain or ceases to hold any license and/or authorization from any applicable Regulatory Body necessary to carry out the activities contemplated by this Agreement.

15.2.4 The Introducer giving notice of termination which notice shall take effect immediately in the event when the Introducer refuses to accept the amendments to the Agreement made by KTP in accordance with Clause 19.6;

15.3 Should any Party choose not to exercise its right to terminate the Agreement when such right is first available, such action will not be deemed a waiver of such right, and its legal or equitable remedies for any breach of the Agreement will remain in full force and effect.

16. Consequences of Termination

16.1 In the event this Agreement is terminated for any reason all Introduced User/members shall remain the User/members of KTP unless rejected by KTP for any reason. The Introducer may not in any way interfere with the Introduced User/member's right to maintain the Introduced Account with KTP or to terminate its relationship with KTP.

16.2 On termination of the Introducer's appointment any permission, as may have been granted by KTP pursuant to Clause 13.2 and/or Clause 13.3 (c) and/or Section 12, to make use of KTP's name or any device or logo adopted by KTP, and all obligations of KTP to the Introducer shall immediately cease.

16.3 On termination of this Agreement for any reason the Introducer shall, at its own cost, assist KTP in cooperating with any investigation by any Regulatory Body which may be commenced after termination of this Agreement, including (but not limited to) providing any Regulatory Body with any relevant documents or materials which the Regulatory Body may request.

16.4 The Introducer shall return to KTP all paper documents supplied to the Introducer and permanently delete all documents supplied by KTP in electronic form. If requested, the Introducer shall provide KTP with such evidence as KTP may reasonably require ensuring compliance with these obligations.

16.5 Unless otherwise agreed in writing, the Introducer shall be entitled to receive all Introduction Fees and rebates due to it up to and including the date of termination of the Introducer's appointment.

16.6 Notwithstanding the termination of this Agreement the Introducer shall pay to KTP any amounts owed under the Agreement including any amount in respect of the indemnity provided under this Agreement.

16.7 In the event of the termination of the Introducer's appointment it is expressly understood and agreed that KTP may continue exercising all of its rights under the respective Customer Agreement with the Introduced User/members, including, without limitation, the right to liquidate or limit the Introduced User/members' positions.

16.8 The following Section shall survive and continue to apply after the termination of this Agreement: Section 5 (Restrictions), Section 7 (Non-Solicitation), Section 8 (Remuneration and Expenses), Section 10 (Representations and Warranties), Section 11 (Extent of Liability), Section 12 (Advertising), Section 13 (Use of KTP's Name and Intellectual Property), this Section 16 (Consequences of Termination), Section 17 (Confidentiality), Section 20 (Notices) and Section 23 (Governing Law and Jurisdiction).

17. Confidentiality

17.1 Each Party shall not at any time disclose to third persons any Confidential Information except as permitted under this Section 17.

17.2 Each Party may disclose the other Party's Confidential Information:

- (a) To their professional advisers or Associated Persons;
- (b) To persons who are subject to a duty to maintain the confidentiality of such Confidential Information;
- (c) Where required by law or by the Regulatory Body;
- (d) In case of KTP - to any other collaborator of the Company.

17.3 If any of the Parties is required to disclose the Confidential Information of the other Party in accordance with Clause 17.2., it will immediately, and to the extent possible prior to the disclosure:

- (a) Notify that Party of the disclosure; and
- (b) Disclose only so much of the Confidential Information as it is required by the Relevant Rules to disclose.

17.4 Nothing in this Section 17 shall prevent the disclosure of the Confidential Information by a Party to the extent necessary for that Party to perform its obligations under this Agreement.

18. Force Majeure

Neither Party shall be liable whatsoever for any loss, damage, liability or expense resulting from any delay or default in performing of its obligations under this Agreement by reason of any cause beyond its reasonable control including but not limited to any nuclear or natural catastrophe or act of God, epidemic, pandemic, strike, riot or civil commotion, act of terrorism, war, industrial action, accident, labor dispute, any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any Relevant Rules. Each Party shall promptly notify the other in writing of any such case.

19. General Provisions

19.1 This Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter. Such agreements shall be deemed cancelled except in respect of any pre-existing debts or benefits accrued under them.

19.2 The Introducer accepts the Agreement by hand signing this agreement or by clicking the “I ACCEPT” button (or other similar indicia of acceptance) after filling in the Introducer application form available on the Website. Such acceptance shall be deemed as effective as a written signature performed manually by the Introducer and shall be deemed to satisfy any written requirements of any Relevant Rules despite being written and accepted electronically.

19.3 The Introducer may not assign, transfer or deal in any other manner with this Agreement or any of its rights and/or liabilities under it without KTP's prior express written consent. KTP is entitled at any time to assign, transfer or deal in any other manner with this Agreement or any of its rights and/or obligations under it.

19.4 The relationship between the Parties is not exclusive and KTP may enter into relationships with other persons for services that are the same as or similar to the services provided by the Introducer under the Agreement. If the Introducer becomes aware of any actual or potential conflict of interest between this Agreement and any other work it has been offered or is undertaking, it must immediately inform KTP and take reasonable steps to resolve the conflict to its satisfaction.

19.5 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this Clause 19.5 shall limit or exclude any liability for fraud.

19.6 KTP reserves the right to amend or modify this Agreement at any time, with written notice provided through the CRM, and publish the latest version on the Website. The Introducer is responsible for regularly reviewing the latest available version of the Agreement for any changes or modifications and agrees to be bound by the same.

19.7 If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any relevant jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction.

19.8 The rights, powers and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers or remedies provided by law or otherwise.

19.9 No failure by any Party to exercise nor any delay in exercising nor any right, power, privilege or remedy under this Agreement shall impair or operate as a waiver thereof. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach and shall not affect any other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement will not prevent a Party from subsequently requiring compliance with the waived obligation.

19.10 No single or partial exercise by any Party of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

19.11 A person who is not a Party to this Agreement (other than a successor in title or permitted assignee) has no to enforce any term of this Agreement.

19.12 The covenants, conditions, provisions and warranties contained in this Agreement will not merge or terminate upon completion of the transactions contemplated in this Agreement, but to the extent that they have not been fulfilled and satisfied or are capable of having effect will remain in full force and effect.

20. Notices

20.1 All notices required or permitted to be given under this Agreement shall be effective only if in writing and delivered personally or by electronic mail to the following addresses:

For KTP: accounts@keytoprop.com

For the Introducer: email address as set out in the electronic application form submitted by the Introducer to KTP.

20.2 Notices given personally shall be deemed given at the time of delivery. Notices sent by electronic mail shall be deemed given one hour following the time of their actual transmission.

21. Recording of Communications

21.1 Any communications between the Parties, whether electronic, by telephone or in person, may be recorded to ensure that any material information relating to the Agreement is promptly and accurately recorded. KTP may record telephone conversations (or other transmission media) with the Introducer without use of a warning tone.

21.2 Such records will be the sole property of KTP and shall be accepted by both Parties as conclusive evidence of the communications between them. KTP may deliver copies of transcripts of such recordings to any court or the Regulatory Body.

22. The Personal Data

22.1 KTP will hold personal data about the Introducer and/or the Associated Persons on its database for the purpose of paying the Introduction Fees, maintaining the relationship and for regulatory issues. KTP will use this personal data to manage the ongoing relationship and to provide the Introducer with information. KTP may carry out credit and/or reference checks on the Introducer and/or its Associated Persons throughout the duration of this Agreement where KTP, in its sole opinion, feel it is necessary to do so.

22.2 KTP will keep the personal data about the Introducer and/or the Associated Persons for a reasonable period and may share it with service providers and other relevant third parties.

22.3 KTP shall at all times during the term of this Agreement comply with the Hong Kong Personal Data (Privacy) Ordinance (Cap.486), 2021.

23. Governing Law and Jurisdiction

23.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Hong Kong.

23.2 The Hong Kong Judiciary has exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim that arises out of or in connection with this Agreement or its subject matter or formation (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (the “Dispute”). Each Party agrees that the Hong Kong Judiciary is the most appropriate and convenient court to settle the Disputes and accordingly no Party will argue to the contrary regardless of the location of the Introducer. This Clause 23.2 is for the benefit of KTP only. Nothing in this Clause 23.2 limits the right of KTP to bring proceedings related to the Dispute, including third party proceedings, in any other court of competent jurisdiction and the bringing or continuing of proceedings in any one or more jurisdictions shall not preclude the bringing of proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable law.

List of non-permitted users/Members

KTP does not offer its services to user/members involved in the following activities:

Manufacturing illegal products and provision of illegal services

- Manufacturing illegal drugs or substances designed to mimic illegal drugs, and equipment designed for making or using drugs;
- Fake references or ID-providing services;
- Human trafficking;
- Any products or services that involve (a) unlawful violence or physical harm to persons or property, or (b) unlawful violence toward any group based on race, religion, disability, gender, sexual orientation, national origin, or any other immutable characteristic;
- Any other products or services that are in violation of law in the jurisdictions where the business is located or targeted to.

Infringement of intellectual property rights

- Sales or distribution of music, movies, software, or any other licensed materials without appropriate authorization;
- Counterfeit goods; illegally imported or exported products;
- Unauthorized sale of brand name or designer products or services;
- Any other products or services that directly infringe or facilitate infringement upon the trademark, patent, copyright, trade secrets, proprietary or privacy rights of any third party.

Offering unfair, predatory, or deceptive products or services

- Pyramid selling, chain letters or other financial scams;
- 'Get rich quick' schemes that promise high rewards for very little effort or up-front work or use the deceptive or fake testimonials;
- Financial Institutions making payments on behalf of other financial institutions, also known as 'nested relationships' or 'layering';
- Sales of online traffic;
- Predatory mortgage consulting, lending, credit repair and counselling services;
- Predatory investment opportunities with no or low money down;
- Mugshot publication or pay-to-remove sites;
- Essay mills;
- Door-to-door sales;
- Any other businesses that KTP considers unfair, deceptive, or predatory towards consumers.

Offering adult content and services

- Pornography and other mature audience content depicting nudity or explicit sexual acts;
- Adult services including prostitution, escorts, pay-per view, sexual massages, and adult live chat features;
- Adult video stores;
- Gentleman's clubs, topless bars, and strip clubs.

Illicit manufacturing, acquisition and trafficking of firearms explosives and dangerous materials

Certain user/member types

- Shell banks;
- Unregistered charities;
- Unauthorized investment advisers;
- Unauthorized Bureau de Change (Quasi Cash Merchant)
- Pawn shops;
- Political organizations;
- Government services intermediaries
- Religious organizations;
- Social campaigning organizations;
- Co-operative organizations.

Misuse of KTP services

- Use of KTP products with false, manipulated, inaccurate, or misleading information regarding the user/member's identity, business entity, the nature of business, and any other information requested by KTP;
- Use of KTP products to facilitate transactions on behalf of another undisclosed party or for products/services that were not disclosed in the user/member's account application;
- Use of KTP intellectual property, including name and logo, without prior written consent from KTP;
- Any action that implies an untrue endorsement by or affiliation with KTP.

The types of businesses listed above are representative but not exhaustive.