



NEXUS FINTRADE

Introducing Broker Service Agreement

Version: 2.0
Updated November 2023



1. DEFINITIONS AND INTERPRETATION

- 1.1. In this agreement the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:

“Broker”, “Level 1 Introducing Broker”, “Introducing Broker”, and “Partner” used interchangeably as the case may be, shall mean such person or firm who has entered into a services agreement with Nexus Fintrade Limited, and who works in joint venture with the Partner to introduce potential Customers to Nexus Fintrade Limited.

“Business Day” means a day (excluding Saturdays and Sundays) on which banks generally are open in the City of London for the transaction of normal banking business.

“Commencement Date” means the Business Day after which the Partner accepts all terms and conditions stipulated in this document through Nexus Fintrade Limited Site.

“Commission” means the charges payable by Customers to Nexus Fintrade Limited for each opening and closing trade on their account, subject to change.

“Customer” means a Nexus Fintrade Limited account holder.

“Customer Communication” means all communications, including advertisements and promotions, provided by Nexus Fintrade Limited to the Partner for the purpose of introducing potential Customers to Nexus Fintrade Limited.

“Group” means, in respect of a Party, that Party, its subsidiary undertakings and parent undertakings from time to time of such holding companies, all of them and each of them as the context admit.

“Initial Term” means the period of time from the Commencement Date specified in the Payments and Services Schedule.

“IPR” means all rights in or in relation to any and all patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world and the right to receive any remuneration in respect of, or to sue for and recover damages for past infringements of, such rights.

“Introduced Customer” means a Customer introduced to Nexus Fintrade Limited by the Partner as specified in the Payments and Services Schedule.



“Nexus Fintrade Limited Products and Services” means those proprietary products and services currently offered on the Nexus Fintrade Limited Site and any others as may be offered during the Term of this agreement.

“Nexus Fintrade Limited Site” means the Nexus Fintrade Limited website currently located at <https://www.nexusft.com>, or any page, section, subsection or subdirectory thereof, and any other additional, substitute or successor site that may be designated by Nexus Fintrade Limited, including any related to its international activities.

“Parties” means collectively the Company and the Partner;

“Payments and Services Schedule” means the Payments and Services Schedule to this agreement.

“Privacy Act” means the Privacy Act 1993 and the term personal data shall each have the meaning given to that term in the Privacy Act.

“Regulated Activity” means any activity requiring permission from any applicable regulatory authority.

“Term” means the period of time from the Commencement Date specified in the Payments and Services Schedule.

1.2. In this agreement unless otherwise specified, reference to:

- a) “includes” and “including” shall mean includes and including without limitation;
- b) a person includes any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking or organisation (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- c) a statute or statutory instrument or any of their provisions is to be construed as a reference to that statute or statutory instrument or such provision as the same may have been, or may from time-to-time hereafter be, amended or re-enacted or as a reference to any successive or substitute statute or statutory instrument;
- d) clauses or schedules are to clauses of and schedules to this agreement. The schedules form part of the operative provisions of this agreement and references to this agreement shall, unless the context otherwise requires, include references to the recitals and the schedules;
- e) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.3. The headings in this agreement are for information only and are to be ignored in construing the same.



2. PARTNER OBLIGATIONS AND WARRANTIES

- 2.1. Partner shall use its best endeavours to introduce Customers to Nexus Fintrade Limited, including through the use of such means and methods as detailed in the Payments and Services Schedule.
- 2.2. The Partner warrants and undertakes that it:
- a) has and will maintain for the Term of this agreement:
 - i. full capacity, authority and rights; and
 - ii. all licenses, recognitions, registrations, permissions, authorisations, exemptions and memberships, necessary for the conduct of its business, required to enter into this agreement and as required for performance of its obligations under this agreement and any other actions contemplated hereunder;
 - b) has and will continue to comply with all applicable laws, regulations, rules and other similar instruments as are in force from time to time and which are binding on either or both of the Parties,
 - c) has and will continue to be fit and proper to undertake its obligations under this agreement; and
 - d) will not be in breach of any duty or obligations with any third party when performing its obligations under this agreement.
- 2.3. The Partner agrees and acknowledges that:
- a) it has no authority to enter into any arrangement or agreement on behalf of, or in any way bind, Nexus Fintrade Limited or make representations or warranties, or act in any way as to give a false impression, with regard to its relationship with Nexus Fintrade Limited, the Nexus Fintrade Limited Products and Services and/or Nexus Fintrade Limited itself;
 - b) any contract entered into with a Customer as a result of Partner activities will be between only Nexus Fintrade Limited and such Customer, and the Partner shall not have any interest in such contractual relationship;
 - c) this agreement in no way allows or permits the Partner to undertake any Regulated Activities;
 - d) notwithstanding any provision in this agreement, Nexus Fintrade Limited shall be entitled to take any action required or requested by any relevant regulatory authority or as required to comply with any applicable regulatory system and/or laws. Such action shall not constitute a breach by Nexus Fintrade Limited of this agreement; and
 - e) Nexus Fintrade Limited, as part of its own regulatory obligations, will need to monitor the Partner's activities from time to time in relation to this agreement and the Partner agrees to co-operate with such monitoring as and when required by Nexus Fintrade Limited.
- 2.4. In performing its obligations under this agreement, the Partner shall comply with:
- a) the rules, regulations and principles of any relevant regulatory authority; and
 - b) any directive, notice or order from Nexus Fintrade Limited with respect to clause [2.4 \(a\)](#) above.



- 2.5. The Partner will not:
- a) directly or indirectly offer any potential Customer any incentive (including, without limitation, payment of money or other benefit) to open a Nexus Fintrade Limited account;
 - b) promote Nexus Fintrade Limited Products and Services in any jurisdictions where such products and services are not permitted;
 - c) seek to challenge the validity of IPR belonging to Nexus Fintrade Limited or any other company within Nexus Fintrade Limited's Group;
 - d) create and/or distribute any Customer Communications or perform any services relating to Nexus Fintrade Limited, or any of the Nexus Fintrade Limited Products and Services, without Nexus Fintrade Limited's prior written consent;
 - e) continue to create and/or distribute any of the materials or perform any of the services pursuant to clause 2.5 (d) above if Nexus Fintrade Limited withdraws its consent or after termination of this agreement; or
 - f) include Customer Communications or any other advertising materials for Nexus Fintrade Limited in any material which is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights.
- 2.6. The Partner shall notify Nexus Fintrade Limited if any claim or demand is made or action is brought against it, or if it has reasonable grounds to believe that one might be, whether or not such claim, demand or action is related to, or could affect, any obligations contemplated under this agreement.
- 2.7. The Partner shall promptly provide Nexus Fintrade Limited with any data, documents or other information as requested by Nexus Fintrade Limited in relation to any of Nexus Fintrade Limited's legal or regulatory obligations, or as required by Nexus Fintrade Limited to perform its obligations under this agreement, including any obligation Nexus Fintrade Limited has towards any person who is a Customer as a result of the Partner's efforts.
- 2.8. The Partner shall keep a complete and accurate record of its activities in relation to the agreement for at least six (6) years and shall promptly provide such a record to Nexus Fintrade Limited upon request.

3. SERVICES AND PAYMENTS

- 3.1. Partner shall provide any services set out in the Payments and Services Schedule.
- 3.2. Nexus Fintrade Limited shall make payments to the Partner in accordance with the Payments and Services Schedule.
- 3.3. Nexus Fintrade Limited reserves the right to deduct local value added tax from any payments made under the Payments and Services Schedule.
- 3.4. Unless relevant local or overseas taxes are applicable, all payments made by Nexus Fintrade Limited under this agreement will be made exclusive of any local or overseas taxes.



- 3.5. Should the Partner be in breach of any term under the agreement, Nexus Fintrade Limited may withhold any payments due under this agreement.
- 3.6. Nexus Fintrade Limited may disclose to Customers that the Partner may receive payments (and the amount thereof), in accordance with any applicable laws, regulations and rules.
- 3.7. It is clearly understood that the Partner shall be liable to account for all appropriate taxation authorities for all taxes on fees paid by Nexus Fintrade Limited to the Partner hereunder.

4. NEXUS FINTRADE LIMITED OBLIGATIONS

- 4.1. Nexus Fintrade Limited will provide the Partner with Customer Communications.
- 4.2. Nexus Fintrade Limited shall be under no obligation to accept as a Customer any person applying as a result of the Partner efforts.
- 4.3. Nexus Fintrade Limited may, at its sole discretion, make decisions regarding its relationship with any Customer, irrespective of whether they are an Introduced Customer or not. This may include terminating any Customer account and setting the amount of Commission payable by a Customer, in accordance with the contract between Nexus Fintrade Limited and such Customer.
- 4.4. In the event that a contract between Nexus Fintrade Limited and an Introduced Customer is cancelled, Nexus Fintrade Limited will be under no obligation to make further payments to the Partner in respect of such Customer.

5. TERM AND TERMINATION

- 5.1. This agreement shall commence on the Commencement Date and shall continue for the Term unless terminated in accordance with this clause [5](#).
- 5.2. Either Party may terminate this agreement, at any time, immediately upon written notice to the other in the event that the other:
 - a) commits a breach of this agreement and, if such breach is capable of remedy, has failed to remedy the breach within seven days of having received notice to remedy the breach;
 - b) is unable to pay its debts as they fall due, is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of its assets are the subject of any form of seizure, or goes into liquidation, either voluntary (otherwise than for solvent reconstruction or amalgamation) or compulsory, or if a receiver or administrator is appointed over its assets, or if it ceases or threatens to cease carrying on its business or is subject to any equivalent or analogous proceedings or orders under the law of the jurisdiction in which the Partner is incorporated or any jurisdiction in which the Partner carries on business or has an asset;or



- c) is in breach of the terms of any applicable code of practice or any other applicable code of practice, law, rule or regulation or if the continuance of this agreement would result in the other being in breach or contravention of any law, rule, regulation or code of practice.

5.3. Upon expiry of the Initial Term, either Party may terminate this agreement, without cause, giving 30 days' written notice to the other.

5.4. Upon termination of this agreement from any cause or at any time prior to such terminations at the request of Nexus Fintrade Limited, the Partner shall promptly return to Nexus Fintrade or otherwise dispose as Nexus Fintrade may instruct all documents, instruments, records, papers, facilities, keys, name cards, tools and equipment which belong to Nexus Fintrade Limited but have been entrusted to the Partner to carry out of the Partner's duties hereunder.

6. CONSEQUENCES OF TERMINATION

6.1. The expiry or termination of this agreement for whatever reason shall not affect:

- a) either Party's accrued rights and obligations at the date of expiry or termination; or
- b) the coming into force or the continuance in force of any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after such expiry or termination, including clauses, [9](#), [10](#), [11](#), [12](#), [13](#), [15](#), and [16](#).

6.2. After a period of 30 calendar days from expiry or termination of this agreement, Nexus Fintrade Limited shall be under no further liability to pay any fees or other amounts to the Partner notwithstanding that Nexus Fintrade Limited may continue any contractual relationship with Introduced Customers.

7. SUSPENSION

7.1. Without prejudice to any right, remedy or power conferred on or available to Nexus Fintrade Limited under this agreement or otherwise, Nexus Fintrade Limited may at its sole discretion suspend the operation of this agreement or any part of this agreement upon written notice to the Partner for such period as it considers appropriate, in the event that Nexus Fintrade Limited believes that the warranties in clause 2.2 are no longer accurate.

8. EXTERNAL COMMUNICATIONS AND ANNOUNCEMENTS

8.1. The Parties shall together determine the content of any external communications and announcements concerning the relationship between the Parties. Such communications shall be issued at a time and in a manner agreed by the Parties.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. The Partner agrees not to use any IPR or material containing IPR belonging to Nexus Fintrade Limited or any company in Nexus Fintrade Limited's Group including but not limited to:



- a) bidding on brand terms or any misspells and/or variations thereof, which constitute or contain any IPR belonging to Nexus Fintrade Limited, as keywords within paid search activity;
 - b) using brand terms which constitute or contain any IPR belonging to Nexus Fintrade Limited as part of their (root) domain name (*.NEXUSXXXX.com) or subdomain name (NEXUS*.XXXX.com); and
 - c) using brand terms which constitute or contain any IPR belonging to Nexus Fintrade Limited as the Partner's user name on any social media platform, without Nexus Fintrade Limited's prior written consent such consent capable of being revoked by Nexus Fintrade Limited at any time.
- 9.2. All IPR belonging to Nexus Fintrade Limited or any company in Nexus Fintrade Limited's Group shall remain their property.
- 9.3. The Partner shall immediately:
- a) notify Nexus Fintrade Limited if any claim or demand is made or action is brought against it for any infringement or alleged infringement of any IPR which (i) may affect the rights and obligation of either Party under this agreement; and/or (ii) belongs to Nexus Fintrade Limited or any company in Nexus Fintrade Limited's Group; and
 - b) terminate use of any IPR or material containing IPR belonging to Nexus Fintrade Limited or any company in Nexus Fintrade Limited's Group upon notice from Nexus Fintrade Limited.

10. INDEMNITY AND LIABILITY

- 10.1. Subject to clause [10.3](#), the following provisions set out Nexus Fintrade Limited's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Partner whether in contract, tort, statute, equity or otherwise:
- a) Nexus Fintrade Limited's total aggregate liability arising in connection with the performance or contemplated performance of this agreement shall be limited to USD5,000; and
 - b) Nexus Fintrade Limited shall not be liable to the Partner for loss of business, income or profit (whether direct or indirect), loss of contracts or goodwill, lost advertising, loss of data, or any type of special, indirect, consequential or economic loss (including loss or damage suffered by the Partner as a result of an action brought by a third party) or damage even if such loss was reasonably foreseeable or Nexus Fintrade Limited had been advised of the possibility of the Partner incurring such loss.
- 10.2. Save to the extent prohibited by any applicable laws and regulations, the Partner shall indemnify and hold harmless Nexus Fintrade Limited from and against any and all liabilities, claims, demands, proceedings, judgments made against Nexus Fintrade Limited, losses, costs, damages, expenses (including legal fees) and penalties whatsoever arising in respect of:
- a) the Partner's breach of or failure, in whole or in part, to comply with the terms of, or to perform any obligations set out in, this agreement or any applicable law, rule or regulation;



- b) the unenforceability of any contracts that Nexus Fintrade Limited enters into with Introduced Customers;
 - c) any taxes, assessment or charges levied on Nexus Fintrade Limited which would not have arisen had any Customer applied to be a Customer without having been introduced by the Partner; and
 - d) any infringement or alleged infringement by the Partner of any IPR.
- 10.3. No exclusion or limitation set out in this agreement shall apply in the case of death or personal injury resulting from negligence or for fraud or fraudulent concealment.
- 10.4. The time limit within which the Partner must institute suit against Nexus Fintrade Limited to recover on any claim shall be 2 years from the date the Partner should reasonably have become aware or becomes aware of the relevant breach that would form the subject of the claim.

11. ANTI-BRIBERY

11.1. The Partner shall:

- a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anticorruption including but not limited to the Malaysia Anti-corruption Commission Act 2009;
- b) not engage in any activity, practice or conduct which would constitute an offence under the Malaysian Anti-corruption Commission Act 2009 if such activity, practice or conduct had been carried out in Malaysia;
- c) comply with any Nexus Fintrade Limited's ethics, anti-bribery and anti-corruption policies, as Nexus Fintrade Limited may adopt or update from time to time;
- d) have and shall maintain in place throughout the Term of this agreement its own policies and procedures, including adequate procedures under the Malaysia Anti-corruption Commission Act 2009, to ensure compliance with clauses [11.1 \(a\)](#), [11.1\(b\)](#) and [11.1 \(c\)](#), and will enforce them where appropriate;
- e) promptly report to Nexus Fintrade Limited any request or demand for any undue financial or other advantage of any kind received by the Partner in connection with the performance of this agreement; and
- f) immediately notify Nexus Fintrade Limited if a foreign public official becomes an officer or employee of the Partner or acquires a direct or indirect interest in the Partner (and the Partner warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the Commencement Date).

11.2. The Partner shall ensure that any person associated with the Partner (including any subcontractor) who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Partner in this clause [11](#).

11.3. For the purpose of this clause [11](#), the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with the Malaysia Anti-corruption Commission Act 2009.



12. CONFIDENTIALITY

- 12.1. Both Parties to this agreement agree to treat the terms of this agreement as confidential information and not to disclose this or any other confidential information to any third parties either during the Term of this agreement or after the agreement has been terminated, except to the extent necessary to comply with its legal and/or regulatory obligations. For the avoidance of doubt, the Partner agrees that Nexus Fintrade Limited shall be entitled to disclose to Customers details of the arrangements under this agreement for the payment to the Partner. Upon termination of this agreement for any reason, the Partner shall promptly return or destroy, at the direction of Nexus Fintrade Limited, all of Nexus Fintrade Limited's confidential information in its possession or control. Nexus Fintrade Limited may require written confirmation by the Partner that all Nexus Fintrade Limited confidential information has been destroyed or deleted and may withhold any payments due under this agreement until the Partner has supplied Nexus Fintrade Limited with the requested written confirmation.

13. DATA PROTECTION

- 13.1. To the extent that the Partner processes (as defined under the Privacy Act, which also defines Personal Information) Personal Data, the Partner shall (and shall procure that all its officers, employees, contractors and agents shall), in relation to all Personal Data provided to it by Nexus Fintrade Limited:
- a) take appropriate technical, organisational and security measures in accordance with industry's best practices to protect against unauthorised or unlawful Processing of and accidental loss or destruction of, or damage to, Personal Data as are required to comply with the requirements of the 12 information privacy principles of the Privacy Act;
 - b) only Process Personal Data in accordance with Nexus Fintrade Limited's instructions and in compliance with Nexus Fintrade Limited's Privacy Policy at all times;
 - c) shall not appoint any sub-Processor without the prior written consent of Nexus Fintrade Limited; and
 - d) take reasonable steps to ensure the reliability of any of the Partner's personnel who have access to the Personal Data.
- 13.2. Further to (and without prejudice to the generality of the Partner's obligations under) clause [13.1\(a\)](#) above, appropriate technical, organisational and security measures include:
- a) guaranteeing the confidentiality and availability of the Personal Data, where:
 - i. confidentiality means that only people who are authorised to use the Personal Data can access it; and
 - ii. availability means that authorised users should be able to access the Personal Data if they need it for an authorised purpose. Personal Data should therefore be stored on the Partner's central computer system instead of individual PCs; and
 - b) security procedures which include:
 - i. entry controls (for example, any stranger seen in entry-controlled areas should be reported);



- ii. secure lockable desks and cupboards (for example, desks and cupboards should be kept locked if they hold confidential information of any kind. Personal Data is always considered confidential);
 - iii. methods of disposal (for example, paper documents should be shredded, and floppy disks and CD-ROMs should be physically destroyed when they are no longer required); and
 - iv. equipment (for example, Personal data users should ensure that individual monitors do not show confidential information to passers-by and that they lock from their PC when it is left unattended).
- 13.3. Personal Data provided by Nexus Fintrade Limited to Partner should not be kept for longer than is necessary for the purpose defined by Nexus Fintrade Limited. This means that all such Personal Data should be destroyed or deleted from the Partner's systems when it is no longer required and in any event upon termination or expiry of this agreement. Nexus Fintrade Limited may require written confirmation by the Partner that all such Personal Data has been destroyed or deleted and may withhold any payments due under this agreement until the Partner has supplied Nexus Fintrade Limited with the requested written confirmation.
- 13.4. The Partner shall ensure that no act or omission by it, its officers, employees, contractors or agents results in a breach of the obligations of Nexus Fintrade Limited under the Privacy Act.
- 13.5. The Partner shall, from time to time as reasonably requested by Nexus Fintrade Limited, provide to Nexus Fintrade Limited a written description of the technical and organisational methods used by the Partner in relation to the Personal Data provided to it by Nexus Fintrade Limited.
- 13.6. If Partner provides Nexus Fintrade Limited with any Personal Data in respect of prospective Customers, Partner shall ensure that such Personal Data is provided to Nexus Fintrade Limited in compliance with applicable laws, regulations and rules as are in force from time to time such that Nexus Fintrade Limited may use that Personal Data to offer Nexus Fintrade Limited Products and Services to such prospective Customers.
- 13.7. Nexus Fintrade Limited is entitled, on giving at least 7 days' notice to the Partner, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the Processing of Personal Data by the Partner to verify that the Partner is in compliance with its obligations under this agreement in relation to the Processing of Personal Data.
- 13.8. The Partner shall:
- a) promptly notify Nexus Fintrade Limited if any:
 - i. complaint is received by the Partner about the Processing of Personal Data from third parties (including regulators and Data Subjects); or
 - ii. criticism received by the Partner from the Labuan Financial Services Authority, Security Commission Malaysia, or any regulator of any of the technical and organisations security measures,



and in each case the Partner shall provide Nexus Fintrade Limited with full details of the complaint or criticism, not make any admissions or take any action which may be prejudicial to the defence or settlement of any such complaint or criticism and shall assist Nexus Fintrade Limited in such manner as Nexus Fintrade Limited may require in connection with the same;

- b) promptly notify Nexus Fintrade Limited if a security breach has occurred or arisen (or may occur or arise) of which it is aware and shall co-operate with Nexus Fintrade Limited to take such steps as are necessary to comply with Nexus Fintrade Limited's procedures (or, if applicable, any security breach notification laws or requirements) in the event of such breach or threatened breach; and
- c) promptly notify Nexus Fintrade Limited of persons requesting from the Partner disclosure of, or information relating to, any Personal Data and, if requested by Nexus Fintrade Limited, comply with a data access request within the relevant timescales set out in the Privacy Act and in accordance with Nexus Fintrade Limited's instructions.

14. NOTICES

- 14.1. A notice or other communication given to a Party under or in connection with this agreement shall be in writing and in English, shall be signed by or on behalf of the Party giving it, and sent to the address specified herein (or to such other address as that Party may notify to the other in writing).
- 14.2. The notice or other communication may be given or made by the following methods and shall be deemed to have been duly given or made as follows:
 - a) if personally delivered or sent by commercial courier or recorded delivery, upon delivery at the address of the relevant Party;
 - b) if sent by first-class post, two Business Days after the date of posting; or
 - c) if sent by facsimile or email, at the time of transmission,provided that if, in accordance with the above provision, any such notice or other communication would otherwise be deemed to be given or made after 5.00 p.m. it shall be deemed to be given or made at 9.00 a.m. on the next Business Day.

15. GENERAL

- 15.1. Assignment: The Partner shall not assign any of its rights or transfer any of its obligations under this agreement or otherwise dispose of this agreement, or any part thereof, without the prior written consent of Nexus Fintrade Limited. Nexus Fintrade Limited may assign or transfer or otherwise dispose of this agreement, or any part thereof, on giving notice to the Partner.
- 15.2. Entire Agreement:
 - a) Except in the case of fraud or fraudulent concealment, this agreement constitutes the entire agreement between the Parties in relation to the subject matter hereof and supersedes all other written or oral agreements, terms or representations in respect of the subject matter.
 - b) Each Party confirms that it has not been induced to enter into this agreement in reliance upon, nor has it been given, any warranty, representation, statement, assurance,



covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this agreement and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

- 15.3. Third Party Rights: No provision of this agreement is enforceable under the Contracts (Privity) Act 1982 by any party who is not a party to it.
- 15.4. Amendment: Nexus Fintrade Limited may, by written notification to the Partner, vary this agreement as it deems necessary to comply with any applicable laws, regulations or rules. All other variations to this agreement may be made with the mutual written consent of the Parties.
- 15.5. Waiver: No breach of any provision of this agreement will be waived or discharged except with the express written consent of the Parties. No failure or delay by a Party to exercise any of its rights under this agreement will operate as a waiver thereof and no single or partial exercise of any such right will prevent any other or further exercise of that or any other right.
- 15.6. Severability: If any provision of this agreement is or becomes for any reason whatsoever invalid, illegal or unenforceable, that provision will be deemed deleted from this agreement and will not affect the validity or enforceability of any remaining provision.
- 15.7. Counterparts: This agreement may be executed in any number of counterparts which together will constitute one agreement. Either Party may enter into this agreement by executing a counterpart and this agreement will not take effect until it has been executed by both Parties.
- 15.8. No Partnership: The Parties acknowledge that nothing in this agreement implies or constitutes a relationship between the Parties of partnership, joint venture or agent and no Party will hold itself out as being an officer, agent or employee of the other Party or as having the authority to bind the other Party without the other Party's prior written consent.
- 15.9. Further Assurances: The Partner shall, upon Nexus Fintrade Limited request, do and execute, or procure that there shall be done and executed, all such documents, deeds, matters, acts or things as that other may at any time require to give Nexus Fintrade Limited the full benefit of this agreement.
- 15.10. Successors: This agreement shall be binding upon and ensure for the benefit of Nexus Fintrade Limited's successors in title.
- 15.11. No Employment: This agreement shall under no circumstances be interpreted as a contract of employment and that is contract or the supply of services only.
- 15.12. Assignability: The Partners may not assign the benefit of this agreement without the written consent/approval of Nexus Fintrade Limited.



16. GOVERNING LAW AND JURISDICTION

16.1. This agreement and any dispute or claim whatsoever relating to it or its formation will be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably agree that the courts of Malaysia will have non-exclusive jurisdiction.

SCHEDULE 1: PAYMENT AND SERVICES

Commission & Fees: Nexus Fintrade shall pay to the Partners a commission and service fee at the prevailing rate, which shall be determined by Nexus Fintrade from time to time.

Process for the payment of fees:

In order to remit funds for the payment, Nexus Fintrade will, on receipt of the Report:

- a) Check the Report to ensure the calculation is mathematically correct;
- b) Send the Report to Partners an email informing them of the proposed fee and time and date on which Nexus Fintrade Limited will transmit funds from the relevant Account(s) to Partners in accordance with the Report;
- c) give the Nexus Fintrade Limited a period of seven (7) Business Days to object to a payment in accordance with the Report; and
- d) provided that the Nexus Fintrade Limited Account holder does not instruct Nexus Fintrade Limited otherwise by that time and date, make the fee payment, provided there are sufficient funds in the relevant Account(s).

SCHEDULE 2: DECLARATION

By accepting the terms and conditions of this document, I/We hereby declare that:

1. I/We have **NOT** at any time been convicted of any offence by any Court, whether civil, criminal or military.
2. I/We have **NOT** been adjudged bankrupt by any Court or made a voluntary assignment of bankruptcy.
3. In connection with the formation or management of any body corporate, partnership or unincorporated institution, I/We have **NOT** been adjudged by a Court civilly liable for any fraud, misfeasance or other misconduct towards such a body or company or towards any member thereof.
4. In carrying my/our duties, I/We will **NOT** be acting on the directions or instructions of any other person.

If in any case any of the above is **UNTRUE**, I/we will provide full particulars and details of the situation and/or disclose the full information of a particular case prior to accepting the terms and conditions to act as an Introducing Broker of Nexus Fintrade Limited.

--END--