

LIVEMARKETS LIMITED

AGREEMENT

1. GENERAL

- 1.1 This document sets out the terms of an agreement made between the person identified as our client (“**you**”), and Livemarkets Limited (“**we**” or “**us**”), together “the Parties”.

Our main business is providing our clients with introductions to our asset manager and broker partners. We are authorised and regulated by the FCA. We are listed on the Financial Services Register; our firm reference number is 738538.

Our company registration number is **09203957**. Our registered office is 2 Kingdom street, London, W2 6BD, United Kingdom. This is our postal address in connection with this Agreement and for notices served under it. You may also serve notices on us by or by e-mail complaints@livemarkets.com.

- 1.2 This Agreement relates to the services that we will provide to you and how we charge you for those services.
- 1.3 Your attention is particularly drawn to clause 13 of this Agreement which sets out the limits of our liability when providing services to you.

2. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

- 2.1 **“Agreement” means the agreement the terms of which are set out in this document.**

“Business Day” means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

“FCA” means the **Financial Conduct Authority** of 12 Endeavour Square, London, E20 1JN or any successor body.

“FCA Rules” means the **FCA’s Handbook of rules and guidance, as amended or restated from time to time.**

“Investments” means **contracts for differences, foreign exchange, shares, futures and options and any other investments which we may add to this list by notice in writing to you.**

“Partners” means **third party service providers including brokers and asset managers with whom we work and who wish to provide our clients with services in relation to Investments. To avoid doubt “Partner” does not imply the existence of a partnership to which the Partnership Act 1980 applies, or any joint venture or similar arrangement.**

“Partner Services” means **services offered to you by our Partners.**

“Schedule of Services and Charges” means the schedule attached to this document which sets out our charges for the services we provide, as the same may be amended from time to time.

- 2.2 A **person** includes a natural person, and a corporate or unincorporated body having separate legal personality.
- 2.3 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 2.4 Words in the singular shall include the plural and vice versa.
- 2.5 A reference to one gender shall include a reference to the other gender.
- 2.6 A reference to any party shall include that party's personal representatives, successors or permitted assigns.
- 2.7 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 2.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 2.9 References to clauses and schedules are to the clauses and schedule(s) of this Agreement unless stated otherwise.

3. CLIENT CATEGORISATION

For the purposes of the FCA Rules, you will be categorised as a retail client. You may request a different categorisation but it will afford you less protection. If you wish to be categorised differently, please inform us.

4. CLIENT IDENTITY

Before we can provide you with any services, we may require you to provide us with documents that satisfy our client identity verification procedures which we are required to do to meet our regulatory obligations.

5. CREDIT CHECKING

In connection with this agreement we may carry out a check with a licensed credit reference agency, which will retain a record of that search. The information may be used by financial institutions in assessing applications for credit by you and members of your household and for occasional debt tracing and fraud prevention purposes. This may affect your credit rating.

6. COMMENCEMENT

This Agreement will come into force when you and we have both confirmed our agreement to its terms, or at the time at which we first introduce you to a Partner, whichever is the earlier, and it

will terminate any previous terms or agreements of a similar kind or for similar services which you have entered into with us.

7. SERVICES

7.1 We will provide a service comprising the following elements:

7.1.1 from time to time we will introduce you to those of our Partners whom we deem suitable for you further to clause 8, considering any preference you express.

7.1.2 we will provide you with reasonable assistance with the client onboarding and general compliance procedures of our Partners; and

7.1.3 at our discretion, we may provide you with research and market commentary from time to time. Any research provided to you by us will be non-independent research as defined by the FCA and we give no assurance as to its accuracy or completeness or as to the consequences of any transaction based on it.

7.2 But we:

7.2.1 will not provide you with investment advice and recommendations in relation to investments; and

7.2.2 we will not and are not authorised to accept deposits from you or hold or control any deposits or hold or control Client Money as defined in the FCA Rules.

8. SUITABILITY

8.1 Before we introduce you to a Partner, we will assess whether that Partner's services are likely to be suitable for you, on the basis of information you provide to us.

8.2 Your relationship with any Partner is distinct from your relationship with us and we are not responsible for their acts or omissions.

8.3 We provide our service on the basis of information disclosed to us and shall be entitled to assume that matters which may be material for disclosure or otherwise in the context of our service have been and will continue to be brought to our attention by you.

9. SERVICES PROVIDED BY OUR PARTNERS

9.1 Further to our introduction, to access the services of our Partners you will need to enter into a contract with the relevant Partner directly as principal and you will become their client. You will be subject to, without limitation, their terms and conditions, risk disclosures, anti-money laundering processes, appropriateness and suitability checks and client categorisation, all of which will be separate from and additional to the arrangements between you and us.

9.2 All dealing, administration and settlement in relation to Partner Services will be conducted by the relevant Partner. You and the Partner will be the counterparties to each transaction made possible through the Partner Services and we shall not be parties to the same nor have any control or discretion over any accounts you may open with Partners, nor shall we have any access

to the client records of Partners. You acknowledge that we may receive information about trading executed by Partners on your behalf.

10. OUR CHARGES

- 10.1 The fees and charges for our services are as set out in the Schedule of Services and Charges which is part of this Agreement (and which may be updated by us from time to time by notice to you) and are payable in the manner set out in that Schedule.
- 10.2 Subject to FCA Rules, we shall be entitled to share any payments received or fees charged with another person.

SCHEDULE OF SERVICES AND CHARGES

Partner	Spread Mark-up	CPA Commission (Cost of Activation)	Agio	Management Fee
Leadcapital Markets Ltd (Trade.com Brand)	0	\$800 for every first deposit by each new client introduced	0	0

11. COMMUNICATING WITH YOU

- 11.1 We may contact you on any telephone number provided by you to us, including unlisted numbers.
- 11.2 We may accept and acknowledge receipt of instructions from you by letter, telephone, e-mail or in person. We reserve the right to require written confirmation of your instructions. Our normal practice is to accept instructions only from you or (at our discretion) from a person or persons nominated by you in writing in such form as we may require.
- 11.3 By entering this Agreement, you accept the transmission of electronic communications from us. If you wish to refuse this form of communication please let us know.
- 11.4 You accept that we may relay, act on and treat as fully authorised and binding on you, any communication (whether or not in writing) that we reasonably believe to have been transmitted by you or on your behalf by an agent who we reasonably believe to have been duly authorised by you.

12. CONFLICTS OF INTEREST

We have a Conflicts of Interest Policy, which sets out how we seek to identify and manage all material conflicts of interest. Such conflicts may occur in our day to day business. A summary of our Conflicts of Interest Policy is available on request.

13. LIMITATION OF LIABILITY

- 13.1 This clause 13 sets out our entire financial liability to you in respect of:

13.1.1 any breach of this Agreement by us, our employees, agents or subcontractors;

- 13.1.2 any use made by you of our services or any part of them; and
- 13.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with our services or this Agreement.
- 13.2 Nothing in this Agreement limits or excludes our liability for:
- 13.2.1 death or personal injury resulting from negligence; or
- 13.2.2 any damage or liability incurred by you as a result of wilful default or negligence by us, our employees or our agents; or
- 13.2.3 any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us, our employees or our agents; or
- 13.2.4 any obligations we have to you as our customer under the FCA Rules or regulatory system or the Financial Services and Markets Act 2000. Our liability is uncapped for any customer complaint processed by the Financial Ombudsman Service.
- 13.3 Subject to clause 13.2:
- 13.3.1 We shall not be liable for:
- (a) loss of profits, loss of use of profits, business, revenue, goodwill; or
 - (b) loss caused by computer viruses, worms and similar which may be introduced via our website, and loss of or corruption of data or information belonging to you or a third party; or
 - (c) loss or damage to business or reputation; or
 - (d) loss or damage arising from your failure to fulfil your responsibilities or any matter under your control or the control of a third party; or
 - (e) loss or damage arising from us acting in accordance with your instructions or those of your officers, employees, agents or third parties engaged by you; or
 - (f) any loss (including any indirect loss) suffered through the operation of market forces or through the implementation of reasonable advice given, or decisions taken, by us in good faith; or
 - (h) any act, omission or default of any third party, whether or not introduced or appointed by us, including (but not limited to) asset managers, market makers, brokers and custodians; or
 - (i) any special, or indirect loss (including direct or indirect loss of profit), however caused, nor for any loss connected to the timing of a transaction.
- 13.3.2 Subject as aforesaid, the amount of our liability to you for any claim you make in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of our services will be no more than such amount as is equal to twice the sum we have charged you under clause 10 during the period of one year before you notify us of the claim. For the purposes of this clause 13.3.2, any two or more claims which arise from the same incident or series of similar incidents shall be treated as one and the same claim.

14. COMPLAINTS

We hope that you will not have cause to complain about our services. However, if you have any complaints about the services provided by us, you can write, email (to complaints@livemarkets.com) or telephone us, for the attention of the Compliance Officer. We will deal with your complaint promptly and in accordance with the FCA rules. If we do not deal with your complaint to your satisfaction, you may be able to refer the matter to the Financial Ombudsman Service. We will give you full details of how to do that when we respond to your complaint. Our complaints handling process is available on our website.

15. DATA PROTECTION AND CONFIDENTIALITY OF INFORMATION

15.1 In order that we may provide you with our services, we need to record and maintain certain factual information on your personal and financial circumstances which we may hold in hard copy and electronic form. If you contact us using the telephone, or if we telephone you, the call may be recorded and the recording will be our property. The purpose of recording calls is to evidence a business transaction, to ensure we comply with regulatory procedures and to monitor quality standards are being met. Recorded calls will not be made available to any third party, other than to our professional advisers for the purpose of advising us on legal or compliance matters, without your prior consent.

15.2 The information we hold about you is confidential and will not be used for any purpose other than in connection with the provision of our services. Information of a confidential nature will be treated as such provided that such information is not already in the public domain. We will only disclose your information to third parties in the following circumstances:

15.2.1 where required by law or if requested by any regulatory authority including but not limited to reporting to HMRC in relation to UK tax matters or to enable HMRC to meet its own obligations under agreements with other jurisdictions, or exchange having control or jurisdiction over us;

15.2.2 to investigate or prevent fraud, money laundering or other illegal activity;

15.2.3 in connection with the provision of services by us to you (and in particular, where we introduce you to our Partners, we may disclose information and documents we hold about you to our Partners as appropriate in the context of the introduction);

15.2.4 for purposes ancillary to the provision of services including, without limitation, for the purposes of credit enquiries or assessments;

15.2.5 where you were introduced to us by a third party, we may disclose information that we hold about you to that third party unless you advise otherwise; or

15.2.6 at your request or with your consent.

15.3 We may use all information that we hold about you, including sensitive personal information (as defined in the Data Protection Act 1998), for the purposes of providing our services and maintaining records about you that we must keep by law or under regulatory requirements.

15.4 We may also use the information that we hold about you, other than sensitive personal information, for the purposes of providing our services, for research and analysis purposes and

to send you information from time to time on services provided by us which we think may interest you.

- 15.5 We will not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.
- 15.6 Any third party to whom we disclose information about you under this Agreement will be under an obligation to keep your information secure and not to use it for any other purpose than that for which it was disclosed. Some third parties to whom we disclose information may be situated outside the European Economic Area (“EEA”). By signing this Agreement, you confirm your consent to us sending your information internationally, including to countries outside the EEA. These countries offer differing levels of protection of personal information, not all of which may be as high as the UK. However, we will take steps to ensure that your information is used by third parties in accordance with our policies from time to time.
- 15.7 In addition to the information that you provide, we may also obtain information about you from other individuals, partnerships, companies or other third parties (e.g. a credit reference agency) in order to verify your identity.
- 15.8 Under the Data Protection Act 1998, you are entitled (on payment of a fee and subject to some exceptions) to a copy of the information we hold about you. If you wish to access any such information, please write to us at the address given in clause 1.1 and address your communication for the attention of the Compliance Officer. Our Privacy Policy is available on our website.

16. AMENDMENTS

- 16.1 We may amend the terms of this Agreement, in order to:
- 16.1.1 comply with legal, tax or regulatory requirements;
 - 16.1.2 correct any errors, omissions, inaccuracies or ambiguities;
 - 16.1.3 reflect a change in market conditions or the overall cost of providing our services to our customers;
 - 16.1.4 reflect a change in technology to cover a development or change in the services or facilities we provide; or
 - 16.1.5 reflect developments in market practices.
- 16.2 Any amendment that reflects a change of applicable law or regulation may take effect immediately if the law requires this.
- 16.3 If we decide to amend the terms of this Agreement, we will write to you and, subject to clause 16.2, give you at least fourteen (14) days’ notice before any amendment takes effect.
- 16.4 No variations to this Agreement are effective unless made in writing.
- 16.5 Any amendment or variation to this agreement shall not prejudice or otherwise affect those rights and obligations of the parties which have come into existence before the agreement or variation became effective.

17. TRANSFER OF BUSINESS AND ASSIGNMENT

- 17.1 Having given you thirty (30) days' written notice, subject to our compliance with applicable law and regulation, we may at any time assign any or all of our rights under this Agreement to another person with the regulatory status necessary to allow them undertake the services described herein. Any assignment made will not reduce your rights under this Agreement and you are reminded that you may terminate this Agreement at any time in accordance with clause 21.1.
- 17.2 Your rights under this Agreement are personal to you and cannot be assigned to anyone else. Your obligations under this Agreement may only be transferred to someone else with our prior written agreement.

18. SEVERANCE

- 18.1 If any provision (or part of any provision) of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 18.2 If a provision (or part of any provision) of this Agreement is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. THIRD PARTY RIGHTS

No person other than a party to this Agreement, and their respective successors and permitted assigns, shall have any rights to enforce any term of this Agreement. A person who is not a party to this Agreement may not enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.

20. THIS AGREEMENT TO PREVAIL

If there is any inconsistency between the provisions of this Agreement and those of any other document referred to herein, the provisions of this Agreement shall prevail.

21. TERMINATION

- 21.1 We may terminate this Agreement at any time by giving you at least fourteen (14) days' notice in writing. You may terminate this Agreement at any time by notifying us in writing.
- 21.4 Termination will not affect any rights and obligations accrued prior to termination (including our right to receive commissions and other remuneration in future arising from our performance of services under this Agreement), nor will it affect any transactions already in process at the time of termination.

22. GOVERNING LAW, JURISDICTION AND LANGUAGE

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

- 22.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or their subject matter or formation (including non-contractual disputes or claims).
- 22.3 The language in which this Agreement is supplied and in which we will communicate with you during the course of the contract is English.

23. NOTICES

23.1 A notice given to a party under or in connection with this Agreement:

23.1.1 shall be in writing;

23.1.2 shall be sent to the party for the attention:

- (a) in the case of us, of the person, at the address or e-mail address given in clause 1.1;
- (b) in the case of you, of the person, at the address or e-mail address set out at the end of this Agreement; and

23.1.3 shall be:

- (a) delivered personally; or
- (b) sent by pre-paid first-class post or recorded delivery; or
- (c) sent via e-mail.

23.2 If a notice has been properly sent or delivered in accordance with this clause 23, it will be deemed to have been received as follows:

23.2.1 if delivered personally, at the time of delivery; or

23.2.2 if sent by pre-paid first-class post or recorded delivery, 9.00 am on the second Business Day after posting; or

23.2.3 if sent by e-mail, at the time of transmission.

23.3 For the purposes of this clause:

23.3.1 all times are to be read as local time in the place of deemed receipt; and

23.3.2 if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to have been received when business next starts in the place of receipt.

23.4 To prove service, it is sufficient to prove that:

23.4.1 if sent by pre-paid first-class post, the envelope containing the notice was properly addressed and posted; or

23.4.2 if sent by e-mail, the notice was transmitted by e-mail to the e-mail address of the party.