



# REFERRAL AGREEMENT

REFERRAL  
AGREEMENT

# TABLE OF CONTENT

Details of this Agreement	<b>1</b>
Introduction to this Referral Agreement	<b>1</b>
Definitions	<b>1</b>
Referrer Duties And Obligations	<b>5</b>
Provision of Services By Royal	<b>6</b>
Mutual Obligations	<b>7</b>
Client Moneys	<b>7</b>
Fees	<b>8</b>
Indemnity & Limitation of Liability	<b>8</b>
Legal Actions	<b>8</b>
Force Majeure	<b>8</b>
Confidentiality	<b>9</b>
Dispute Resolution	<b>9</b>
Term and Termination	<b>10</b>
General restrictions	<b>10</b>
Assignment	<b>11</b>
Notices	<b>11</b>
Non-compete and Non-solicitation	<b>12</b>
Governing Law	<b>12</b>
Fee Schedule	<b>13</b>

## DETAILS OF THIS AGREEMENT

This Referral Agreement is dated [REDACTED] and is between:

**1. Royal CM Limited. (Royal)**

CR: 700284

Address: Govant bldg., 1st floor, Kumul highway, Port Vila, PO Box 1276, Vanuatu

**2. [REDACTED] ("Referrer")**

Address [REDACTED]

Primary Contact [REDACTED]

Telephone [REDACTED]

Email [REDACTED]

## INTRODUCTION TO THIS REFERRAL AGREEMENT

1. Royal CM Limited. ("Royal") is licensed by the Vanuatu Financial Services Commission to carry on the business of dealing in securities.
2. Royal wishes to use the services of the Referrer to offer its products & services to clients of the Referrer, subject to the terms and conditions of this Agreement
3. Referrer wishes to promote Royal's business and solicit suitable clients ("Referred Client") for the Spot Forex Contracts, Derivatives and other financial instruments, and shall introduce such clients to Royal subject to the terms and conditions of this Agreement.

## THE PARTIES AGREE THE FOLLOWING

### 1. DEFINITIONS

In this Agreement, unless the context otherwise requires or implies, the following expressions have the meanings set opposite each of them:

**AFFILIATES:**

- (a) A person who is an officer, employee, agent, representative or associate of a party;
- (b) A Group Company of a party;
- (c) A person who is an officer, employee, agent, representative or associate of a Group Company of a party.

**AGREEMENT**

This agreement as supplemented, amended or varied from time to time.

**APPLICABLE LAW**

All laws, procedures, standards and codes of practice that apply in relation to Royal and the Royal products, including the companies' acts, and the applicable laws or regulations of any other country, and including all relevant rules of Government Agencies, exchanges, trade and clearing associations and self- regulatory organisations

**APPLICATION TO OPEN AN ACCOUNT**

Royal's account opening form for Clients in force from time to time

**BUSINESS**

The business of Royal as set out in paragraph 2 of the Introduction to this Referral Agreement.

**BUSINESS DAY**

Monday to Friday other than public holiday in Port Vila, Vanuatu.

**COMMENCEMENT DATE**

The date on which both parties have executed this agreement.

**CONTRACT PERIOD**

The period commencing on the commencement date and continuing for the initial term and thereafter until terminated in accordance with this agreement.

**CLIENT**

A prospective client of the Referrer .

**CLIENT ACCOUNTS**

An account opened by a client with Royal.

**CLIENT AGREEMENT**

The agreement between a client and Royal under which Royal deals in the Royal products, as amended from time to time.

**DERIVATIVE**

A financial instrument with a value that is reliant upon or derived from, an underlying asset or group of assets (E.g: futures and options).

**FORCE MAJEURE**

Any cause beyond a party's reasonable control including without limitation, acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, restrictions or prohibitions of any government or semi-government authority.

**GOVERNMENT AGENCY**

A government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not ) charged with the administration of any applicable law.

**GROUP COMPANY**

Any related body corporate of the Referrer or Royal, as the case requires.

**REFERRED CLIENT**

Any client:

- (i) Referred to Royal directly by the Referrer during the continuance of this agreement, but excluding any person:
  - (a) who is or was at any time during the period of 1 year immediately preceding the date of this agreement a client (or prospective client) whether or not the person had an active account with Royal.
  - (b) whose name or contact details have been provided to Royal by any third party at any time during the period of 1 year immediately preceding the date of this agreement; or
- (ii) Class of clients who Royal and the Referrer have agreed in writing (but not otherwise), is to be a specified financial client for the purposes of this agreement.

**INITIAL TERM**

The initial term specified in item Paragraph 4 of the Schedule.

**INSOLVENCY EVENT**

An event which occurs when:

- (a) An order is made that a body corporate be wound up (b) An application is made to a court for an order-routing (i) That a body corporate be wound up.
- (ii) Appointing a liquidator or provisional liquidator for a body corporate.
- (c) A liquidator, provisional liquidator or controller is appointed to a body corporate.
- (d) A resolution is passed to appoint an administrator to a body corporate.
- (e) A body corporate passes a resolution or gives notice of its intention to pass a resolution to wind itself up.
- (f) A body corporate enters into a deed of company arrangement or proposes a reorganisation, moratorium or other administration involving all or any of its creditors.
- (g) A body corporate is dissolved or wound up in any other way.
- (h) A body corporate is or states that it is unable to pay its debts when they fall due.
- (i) A body corporate is or states that it is insolvent.
- (j) A body corporate seeks or obtains protection from any of its creditors under any legislation.
- (k) an individual becomes insolvent or commits an act of bankruptcy or his or her estate comes within the law dealing with bankrupts.
- (l) If execution is levied against the business or property of a person for more than \$20,000.00.

Any other event having substantially the same legal effect as the events specified in this definition.

**INTELLECTUAL PROPERTY RIGHTS**

All and any business names, copyrights, patents, patent applications, trademarks, service marks, trade names, client list, emblems logos, domain names, internet addresses, email addresses, designs, trade secrets, drawings, discoveries, inventions, improvements, technical data, formulae, computer programs, data bases, processes and methodologies owned or used, including:

- (a) know-how.
- (b) the right to apply for registration of such industrial, commercial, monopoly and intellectual property rights and includes all renewals and extensions and
- (c) all rights and license to use any industrial, commercial, monopoly and intellectual property rights.

**REFERRER FEE**

The fee specified in item 3 of the Schedule, as amended from time in writing by mutual agreement of the parties;

**ROYAL'S INTELLECTUAL PROPERTY**

All of Royal's and Royal's Affiliates' Intellectual Property Rights, including:

- (a) The domain name [www.oneroyal.com/vu](http://www.oneroyal.com/vu)
- (b) All goodwill in the name "Royal" and such other names used or registered by Royal.
- (c) All Intellectual Property Rights arising out of, or in connection with, Royal performing the Royal Services.
- (d) All Intellectual Property Rights arising out of, or in connection with, the System and the Royal Products.

**ROYAL'S REPRESENTATIVES**

Royal's representatives as set out in item 2 of the Schedule, and includes such other person or persons nominated by Royal from time to time.

**ROYAL SERVICES**

The services to be provided by Royal to the Referrer under this agreement and referred to in clause 3.

**REGULATORY REQUEST**

Has the meaning given to that in clause 2.11.

**SPECIFIED FINANCIAL SERVICES**

The services to be provided to Royal by the Referrer as contemplated by this agreement.

**SPOT FX CONTRACTS**

Contracts between Royal clients for the taking of spot positions, in a foreign currency;

**STATEMENT OF ACCOUNT**

The monthly record of transactions entered into between Royal and the clients and the confirmation of the client's balances held with Royal.

**SUBJECT DOCUMENTS**

Has the meaning given to that term in clause 2.11 (b).

**SYSTEM**

The electronic platform comprising trade, routing, middle office and back end systems required to effect a transaction.

**TERM**

The period commencing on the Commencement Date and continuing until terminated in accordance with this agreement.

**TRADE**

A transaction between Royal and the client in a Royal products.

**TRANSACTION**

The purchase or sale by a client of an Royal product.

**TRANSACTION CONFIRMATION**

A written or electronic confirmation of a transaction issued by Royal to the client.

**TRANSACTION DOCUMENTS**

The following documents, as amended from time to time:

- (a) The Client Agreement
- (b) The PDS
- (c) Any other documentation prescribed by Royal from time to time
- (d) Any other documents required by any applicable law to be given to the client, including any additional disclosure documents.

**2. REFERRER DUTIES AND OBLIGATIONS:**

2.1 Referrer hereby agrees to act as a referrer source for the purpose of introducing and referring prospective clients to Royal for the purpose of Spot Forex, Derivatives & Equities trading. And to ensure each retail client it solicits has received general information concerning the risks of Spot Forex, Derivatives & Equities transactions. General information including Royal's Product Disclosure Statements and Financial Services Guide.

2.2 The Referrer agrees that it will not in any way represent to any prospective or Referred Client that the Referrer or Royal will guarantee such client against loss, limit their losses or otherwise reduce the margin required in relation to a Transaction.

2.3 Referrer will ensure that all verbal solicitations and discussions with prospective or current clients will be consistent with the written materials provided by Royal.

2.4 The Referrer warrants that all actions performed under this Agreement, comply with all laws, regulations and other rules applicable to the Referrer or the jurisdiction in which the Referrer or its clients are resident or carrying on business, including holding appropriate license or authorisations if required.

2.5 Royal shall provide Referrer with current versions of the Account Application, Account Terms & Conditions and relevant disclosure documentation from time to time, together with any instructions regarding display or distribution of the documents.

2.6 Referrer shall have no authority to bind Royal in any way and will not provide any representations or inferences to prospective clients or other persons regarding Royal unless expressly authorised herein or otherwise in writing by Royal.

**2.7 Marketing & Promotional Material:**

Referrer shall not issue, publish or disseminate (electronically or otherwise) any advertisement, marketing or promotional material referring to Royal (or its affiliates) or its products or services without Royal prior written consent. Royal reserves the right at any time to withdraw its approval of promotional material by the Referrer. And if Royal withdraws its approval to the approval of promotional material by the Referrer, Referrer undertakes to immediately stop distributing such promotional material.

**2.8 Press Enquiries:**

The Referrer must not respond on behalf of Royal to any enquiries or requests for information received from the press relating to Royal, unless from time to time notified otherwise by Royal in writing, decline to answer and refer all such enquiries and requests to Royal.

2.9 The Referrer undertakes not to cause or permit actions which may endanger or damage any intellectual property rights of Royal. The Referrer undertakes to notify Royal if it suspects any infringement of such rights. If such rights are damaged due to a violation of this Agreement, the Referrer is liable for any loss suffered by Royal on a full indemnity basis.

2.10 Referrer shall provide Royal with any information reasonably requested from time to time whether in relation to the Referrer's employees, financial standing or otherwise.

**2.11 Duties In Relation To Regulatory Request:**

(a) Upon receipt of any communication issued by or on behalf of any other Government Agency or self-regulatory agency to the Referrer, concerning any investigation or disciplinary proceeding related to the Referrer, any client of Royal (Regulatory Request), the Referrer must give a copy of the communication promptly to Royal.

(b) To the extent permitted by law, the Parties must assist each other in addressing any Regulatory Request by providing, immediately following receipt of a request in writing in that regard, a true copy of any and all correspondence, file notes, memoranda or any other communication, notation or other written, electronic or recorded instrument in relation to the subject matter of the Regulatory Request in the possession of the Referrer (Subject Documents).

(c) In the event that any Subject Documents are in the possession of a third party, the Referrer must use its best efforts to obtain the Subject Documents and immediately deliver them to Royal.

(d) If, despite the best efforts of the Referrer, a third party declines to hand over the Subject Documents in its possession to the Referrer the Referrer must advise Royal in writing of such refusal and must provide the name and address of the third party to Royal, whereupon Royal may, in its absolute discretion, elect to directly contact such third party for the purpose of obtaining the subject Documents.

2.12 Referrer shall notify Royal in writing, immediately upon becoming aware of any complaint or potential action/proceeding or regulatory investigation or sanction against the Referrer.

**2.13 Other Business Activities:**

(a) Royal and the Referrer acknowledge and agree that both may engage in other business activities during the Term in carrying on the Referrer's business, but it must not do so in a manner which conflicts with the interests of Royal or its ability to perform the Specified Financial Services to the satisfaction of Royal.

(b) If there is any risk of a conflict of interest occurring, the Referrer must immediately notify Royal.

### **3. PROVISION OF SERVICES BY ROYAL**

**3.1 Services Provided on a Non-Exclusive Basis:**

The services to be provided by Royal as contemplated by this Agreement are provided to the Referrer and Clients on a non-exclusive basis and Royal has the right to enter into similar Referral agreements with other parties of its choosing, without reference to, or the need to obtain the consent of, the Referrer.

**3.2 Services To Customers:**

Royal must perform the following services, subject always to Royal's Product Disclosure Statement, Financial Services Guide and the Applicable Law

(a) Accept instructions from the Clients

(b) Prepare and transmit by electronic mail and/or send by post Transaction Confirmations and daily statements of account to the Clients and engage in all administrative functions from the Client Accounts.

**3.3 Royal To Deal Directly With The Client:**

(a) Royal will communicate requests for security, collateral and margin directly to the client, with a copy to the Referrer, if required by the Referrer.



- (b) All Transaction will be concluded directly between Royal and the Clients.
- (c) The Referrer is not granted authority to conclude any Transaction with the Clients on behalf of Royal.
- (d) Royal may take any action it deems necessary and proper on behalf of any Client's account, without any notice to the Referrer, at Royal's sole discretion and judgement, for the protection of the Client's account.
- (e) Royal may take any action it is authorised to take under the Royal Client's Agreement in respect of any Client's account, without any notice to the Referrer, at Royal's sole discretion and judgement, for the protection of Royal's interests and rights.

#### **3.4 Royal's Discretion:**

- (a) Royal may in its absolute discretion:
  - (i) reject any prospective Clients, or
  - (ii) refuse to deal with a Clients, or
  - (iii) terminate any agreement it has with a Client
- (b) Subject to any Applicable Law, Royal will notify the Referrer in writing on the occurrence of any of events specified in paragraph 3.4 (a).

#### **3.5 Statement Of Account:**

Royal must prepare and send to the Referrer within 15 Business Days of the end of a month, a Statement of Account in relation to that month.

## **4. MUTUAL OBLIGATIONS**

- (a) Both parties warrant that they have full capacity, power and authority to enter into this Agreement and to fulfil their obligations hereunder.
- (b) Both parties warrant to each other that to the best of their knowledge there is no legal impediment or pending legal action which may render this Agreement invalid or unenforceable.
- (c) Both parties warrant that they hold a current and valid license (where applicable) and are legally and wholly authorised to provide the services contemplated in this Agreement to the Referred Clients.
- (d) Both parties agree to notify the other party immediately should there be any change in the regulatory status or relevant license of that party.
- (e) Each party shall be responsible for its own expenses arising out of entry into, or performance under, this Agreement, and neither party shall be obligated, without its prior written consent, to pay any such expenses of the other party.

## **5. CLIENT MONEYS**

- (a) The Referrer must not accept any money, securities or other property (or extend credit ) to margin, guarantee or secure any Transaction.
- (b) For the avoidance of doubt, the Referrer must not give instructions to transfer funds out of the Client's account and Royal will not be obliged to comply with any such instructions unless specifically authorised by the Client to do so.

## 6. FEES

- (a) Royal shall pay the Referrer a fee in respect of the Referred Clients in accordance with the Schedule attached hereto (the "Fee") for the performance of the Specified Financial Services under this Agreement.
- (b) The Fee shall be calculated after deduction of Royal's costs of execution, including bad/doubtful debts, collection and legal costs incurred as a result of the transactions. Royal shall be authorised to withhold payment of the Fee or any part thereof to the extent of any deficits in any account Referred by the Referrer.
- (c) The Fee shall be subject to review every six months and always subject to prevailing market conditions.
- (d) No Fee shall be payable by Royal in respect of any client who is an existing client of Royal at the time of the referrer.
- (e) No Fee shall be payable by Royal in respect of any client to the Referrer if the payment will contravene any Applicable Law.

## 7. INDEMNITY & LIMITATION OF LIABILITY

- (a) The Referrer indemnifies and agrees to keep indemnified Royal, its employees, agents and contractors from and against all actions, claims, suits, costs, expenses, charges, losses or damage (including without limitation, consequential loss or damage) suffered or brought, maintained or made against Royal, its servants and agents by any person or body of persons, including the costs and expenses in defending such actions claims, suits or demands, arising out of any actions or omissions by the Referrer, its employees, agents, and associates including the failure to observe the obligations in this Agreement or otherwise.
- (b) In the event of such material claim, Royal shall have the right in its sole discretion to withhold fees owing under this Agreement to Referrer in order to offset any such costs.
- (c) Except in respect of personal injury to, or death of, any person (for which no limit applies) neither party is liable for any loss or damage to the property of any employee, agent, or otherwise of the other party.
- (d) In no event will Royal be liable to the Referrer for any loss of interest, revenue, profit, or data or for any consequential, indirect, incidental, special, punitive or exemplary damages suffered by the Referrer arising from or in connection with this Agreement even if Royal has been advised of the possibility of such loss or damage.
- (e) In no event will Royal be held responsible for any trading losses suffered by Clients in connection with dealing in the Royal Products.

## 8. LEGAL ACTIONS

If any action or proceeding is brought by or against any party, the parties must cooperate to the fullest extent possible in the defense or prosecution of such action or proceeding.

## 9. FORCE MAJEURE

### 9.1 Failure To Perform:

- (a) No party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure (other than obligations in relation to the payment of monies accruing prior to Force Majeure).
- (b) If a delay or failure of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.
- (c) If a delay or failure by a party to perform its obligations due to Force Majeure exceeds 5 Business Days, either party may immediately terminate the Agreement on providing notice in writing to the other party.

**9.2 Notice:**

Any party who is, by reason of Force Majeure, unable to perform any obligation or condition under this Agreement must notify the other party as soon as possible specifying:

- (a) The cause and extent of such non-performance
- (b) The date of commencement of non-performance
- (c) The means proposed to be adopted to remedy or abate the Force Majeure

**9.3 Remedying Force Majeure:**

A party who is, by reason of Force Majeure, unable to perform any obligation or condition under this Agreement must:

- (a) Use all commercially reasonable endeavours to remedy or abate the Force Majeure as quickly as possible
- (b) Resume performance as quickly as possible after cessation of the Force Majeure
- (c) Notify each party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur.

**9.4 Non-Performance:**

(a) Subject to any other termination provisions a non-performance by either of the parties of any obligation or condition under this Agreement will be excused during the time and to the extent that such performance is prevented, wholly or in part, by an event of Force Majeure of which notice has been given under clause 9.2.

(b) The period of time during which performance of any obligation or condition is prevented by Force Majeure will be added to the time provided in this Agreement for performance of that obligation or condition and to the time required for the performance of any act dependent that obligation or condition.

(c) A party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this Agreement to be performed will not be liable to any other party for damages of any kind arising out of, or in any way connected with, that non-performance.

**10. CONFIDENTIALITY**

(a) In the course of the relationship between the parties, the parties may be privy to confidential information in respect of the business of each party and their associates. Such confidential information shall include any systems, technology, processes, client database and all information, material and documentation (whether written, verbal or in any other form) to which a party is given access, but does not include information which is publicly available or already known to a party.

(b) Neither party shall, without the prior written consent of the other, disclose or use any confidential information provided or accessed under this Agreement (unless required by law).

(c) Both parties shall take reasonable precautions to prevent unauthorised use, access or disclosure.

(d) Upon termination of this Agreement, the Referrer shall deliver to Royal all copies of all records, documentation and material prepared or received in respect of this Agreement so requested, which are in the Referrer's possession.

**11. DISPUTE RESOLUTION**

(a) In the event of a dispute between the parties which remains unresolved for 30 days, a mediator shall be appointed to facilitate resolution.

(b) The parties will bear the costs of the mediation equally and provide all assistance reasonably requested by the mediator.

(c) If a suitable mediator cannot be agreed, or if mediation fails, parties can then proceed with formal legal action.

## 12. TERM AND TERMINATION

(a) Initial Term:

(i) This Agreement commences upon the Commencement Date and continues for the Initial Term unless earlier terminated in accordance with the terms and conditions of this Agreement.

(ii) After the expiry of the Initial Term, either party may terminate this Agreement by giving not less than 6 months written notice to the other party.

(b) This Agreement will be automatically terminated where either party ceases to be authorised or licensed to provide the services hereunder.

(c) Royal may terminate the Agreement immediately by written notice to the Referrer if a breach occurs (material or otherwise), and is not fully remedied within 3 calendar days of receipt of notification of such breach. Such termination shall not release the Referrer from liability nor affect any accrued rights or remedies of either party.

(d) Either party may terminate the Agreement immediately by written notice to the other party if that party enters into any arrangement or proceedings for the purpose of insolvency administration or is placed under official management, or there is a change in ownership.

(e) At any time during the term, or after the termination for a period of two years, of this Agreement, the Referrer agrees not to:

(i) Approach directly or indirectly any customer or client of Royal to influence it to cease to carry on business with Royal or otherwise to entice it away from Royal;

(ii) Approach directly or indirectly any employee or officer of Royal to influence them to cease employment with Royal or otherwise entice them away from Royal;

(iii) Do any act or thing whatsoever, which may injure, impair or reduce or be likely to injure, impair or reduce the business, goodwill or reputation of Royal or its standing in the eyes of the public or any of its customers or clients.

(f) Rights under this Agreement can only be waived in writing, such waiver not to affect the waiving party's rights or entitlements in respect of subsequent breaches of the Agreement. Failure to compel performance shall not be construed as a waiver.

(g) In the event that any of the provisions contained in this Agreement are found to be invalid or unenforceable, such provisions shall be deemed deleted, and the validity and enforceability of the remaining provisions shall continue unimpaired.

## 13. GENERAL RESTRICTIONS

(a) Nothing in this Agreement shall restrict Royal from entering into agreements of this type with third parties.

(b) It is agreed that the Referrer shall undertake its business and any services relating to this Agreement as an independent contractor. Nothing herein shall imply any employment, joint venture, partnership or agency arrangement between the parties.

(c) Nothing in this Agreement shall infer that Royal has appointed or will appoint the Referrer as their Authorised Representative nor permit the Referrer to make such representations to third parties or clients at any time.

(d) Materials and documentation provided by Royal to the Referrer for the purpose of referring new clients to Royal are and shall remain the sole property of Royal.

(e) Nothing in this Agreement shall confer upon either party any right, title or interest in the trademarks, logos, copyrights, trade names or designations belonging to, or ownership of, the other party.

(f) Neither party shall assign or subcontract their obligations under this Agreement without the prior written consent of the other party, such consent not to affect their obligations and liabilities under this Agreement.

## 14. ASSIGNMENT

### 14.1 Assignment Approval:

(a) Subject to clause 14.2 below, neither the rights nor the obligations of either party to this Agreement may be assigned, in whole or in part, or delegated by either party without the prior written approval of the other party, which approval will not be unreasonably withheld or delayed.

(b) Royal may assign this Agreement to any Affiliate or subsidiary of Royal or to any entity which succeeds to Royal's business without consent of the Referrer. However, in that event, Royal must notify the Referrer in writing within a reasonable period following such assignment.

### 14.2 Deemed Assignment by the Referrer:

A Referrer must give 5 Business Days' notice of:

(a) A material change in the management, ownership or control of either Referrer and in particular, any change in the director or shareholder of that Referrer

(b) A material change in the management, ownership or control of the trust of which a Referrer is trustee and in the event that Royal does not approve the change or changes, the event will constitute an unlawful assignment of this Agreement allowing Royal to immediately terminate this Agreement under clause 12.

## 15. NOTICES

### 15.1 General:

A notice, demand, certifications or other communication under this document must be in writing, in the English language and may be given by an agent of the sender.

### 15.2 Method of Service:

In addition to any means authorised by law a communication may be given by:

(a) Being personally served on a party

(b) Being left at the party's current address for service

(c) Being sent to the party's current address for service by pre-paid ordinary mail or if the address is outside Vanuatu, by pre-paid air mail

(d) Facsimile to the party's current number for service

(e) Being sent electronically to a party's current electronic mail address for service

### 15.3 Address for Service:

(a) The Address and number for service are initially:

#### Royal: Royal CM limited

Govant bldg., 1st floor, Kumul highway, Port Vila, PO Box 1276

Telephone: +1 (888) 705-9006

Email: hello@oneroyal.com.vu

		("Referrer")
Address		
Primary Contact		
Telephone		
Email		

(b) A party may from time to time change its addresses or numbers for service by notice to the other party given in accordance with this clause 15.

#### 15.4 Service:

A communication given by:

(a) Post is deemed received if posted within Vanuatu to an address located in Vanuatu on the second Business Day after posting and in any other case, on the seventh Business Day after posting

(b) By electronic mail is deemed received:

- (i) If the electronic message travels directly to the addressee, at the time when it enters the addressee's system, or
- (ii) In all other cases, at the time when the electronic message enters the first system outside the control of the sender

#### 15.5 Service After Hours:

If a communication to a Party is received:

If a communication to a Party is received: (a) After 5:00pm AEST; or

(b) On a day which is not a Business Day,

it is deemed to have been received at the commencement of the next Business Day.

## 16. NON-COMPETE AND NON-SOLICITATION

16.1 Referrer undertakes that he should not own, manage, operate, consult a substantially similar business to, or competitive with, the present business of the Company or such other business activity in which the Company may engage during the term of this Agreement.

This non- compete obligation shall be in full force and effect during the term of this Agreement and for five years following the termination of this Agreement, notwithstanding the cause or reason for termination.

16.2 Referrer shall refrain from inducing or attempting to induce any employee who is working with the Company or its subsidiaries or sister companies in order to terminate this Agreement and compete with the Company.

This obligation shall be in full force and effect during the term of this Agreement and for five years following the termination of this Agreement, notwithstanding the cause or reason for termination on the Territory.

This obligation shall be also binding upon and enforceable if Referrer assigns and/or nominates representative(s) or any other third party to compete with the Company or its subsidiaries or sister companies directly or indirectly if similar services will be provided to any of the Company's clients if such services have been provided in the Territory.

## 17. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the Republic of Vanuatu, and the parties submit to the non-exclusive jurisdiction of the courts and tribunals of Port Vila.

## ELECTRONIC SIGNATURE CONSENT

By agreeing to sign electronically, your signature shall have the full effect & validity of a handwritten signature.

Do you consent to signing by an electronic means for the purpose of this document only?  Yes  No

If you select No, please print, sign and return a signed scanned copy to [client.services@oneroyal.com.vu](mailto:client.services@oneroyal.com.vu)

**EXECUTED AS AN AGREEMENT**

SIGNED - For and on behalf of **Royal CM Limited.**

Name	<input type="text"/>	Position	<input type="text"/>
Signature	<input type="text"/>	Date	<input type="text"/>

SIGNED - For and on behalf of

Name	<input type="text"/>	Position	<input type="text"/>
Signature	<input type="text"/>	Date	<input type="text"/>

**FEE SCHEDULE**

<input type="text"/>	("Referrer")
Address	<input type="text"/>
Primary Contact	<input type="text"/>
Telephone	<input type="text"/>
Email	<input type="text"/>

**2. Royal's Representative:**

Name	<input type="text"/>
------	----------------------

**3. Referrer's Fees:**

	ZERO (ZERO COMMISSIONS)			CORE (COMMISSION BASED)		
	CLASSIC	PREMIUM	VIP	CLASSIC	PREMIUM	VIP
FX	0.7 pip	0.5 pip	0.3 pip	\$2 Round turn lot*	\$1 Round turn lot*	\$0.50 Round turn lot*
Gold	7 cents	5 cents	3 cents			
Silver	1.5 cents	1 cents	0.5 cents			
Oil (Cash & Futures)	1 cent	0.5 cent	0.5 cent			
Indices (Cash & Futures)	0.5 points	0.35 points	0.2 points			
US Shares	10 cents	5 cents	2 cents			
EU Shares	50%	30%	20%			
Cryptos BTCUSD	7 pips	5 pips	3 pips			
ETHUSD	0.7 pips	0.5 pips	0.3 pips			
LTCUSD	0.7 pips	0.5 pips	0.3 pips			
RIPUSD	0.007 pips	0.005 pips	0.003 pips			

\*Based on the entry and exit of a trade.

\*Plus any Markup

MIB remuneration of,  of rebates generated by partners introduced.

**4. Initial Term:**

Name (print)   
 Date

**SIGNED - For and on behalf of Royal**

Name (print)   
 Date

**SIGNED - For and on behalf of Referrer**