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THIS SOFTWARE LICENSING AND SERVICES AGREEMENT (this "Agreement") is made between:

> FIRST PARTY: Hybrid Solutions Middle East FZE, an FZE corporation incorporated in UAE, License NO 5006719 with address RAK Business Center, Boulevard Street, Down Town, Dubai, Pob 329588, its partners, subsidiaries and affiliates ("First Party").

> AND

> SECOND PARTY: ……………………………………………………
> Second Party State of Incorporation: …………………..
> Second Party Address: …………………………………………

1. GRANT OF LICENSE

1.1 For good and valuable consideration and subject to Second Party's acceptance and ongoing compliance with the terms of this Agreement, First Party hereby grants Second Party a limited non-exclusive, non-transferable and revocable right and license to install and use the Software as defined in Clause 1.2 on multiple computers and/or supported devices. Second Party is acquiring no right to use, and shall not use, without First Party's prior written consent, the terms or existence of this Agreement, the names, characters, artwork, designs, trade names, copyrighted materials, trademarks or service marks of Hybrid Solutions Middle East FZE, its affiliates, agents, vendors and licensors. Software is provided in object code form only.

1.2 Deliverables. Subject to Clause 1.1 and Clause 2, the VertexFX-Trader Backoffice System, Client System and Server Applications provided by First Party under this Agreement consist of the following (the "Software"):

1.2.1 Backoffice System. The manager and dealing system, customizable in a very flexible manner according to a wide band of system privileges enabling Second Party to create Second Party's dealers according to their levels as mandated by business: Managers, Moderators, Dealers, Chief Dealers or any customizable authority as Second Party deems fit.

1.2.2 Client System. The Client System can be distributed by Second Party to Second Party's Clients, Brokers or IB's depending upon Second Party's configuration of the Backoffice System. Second Party may create offices, sub-offices in a multi-level behavior and add the Clients under

the level of Second Party's choice. Second Party may define a username and password for the required Tree Node in order to log in and view the Tree Node.

1.2.3 e-Broker Terminal, for multi account trading, WEB Based Market Watch, and Server Applications (for dedicated full system plans not shared white label one): This is the server side system, which handles Second Party's back-end transactions. It may also contain a data feed for the Software, Second Party may use it or may consider it as backup feed only for Second Party's primary feed. Server Applications includes :(1) Gateway Server Application, (2) Currency Server (DDE based) connected to the Second Party's DDE feed provider of choice and (3) History Server Application ("Server Applications").

1.3 Delivery. The Software will be delivered, in a download link, within 14 business days after the execution of this Agreement and First Party's receipt of all amounts due and payable pursuant to Schedule B as attached hereto.

2. SCOPE OF LICENSE, LIMITATIONS & SPECIFICATIONS

2.1 Second Party shall not (a) use, copy, merge, make derivative works of or transfer copies of the Software, except as specifically authorized in this Agreement; (b) use the backup or archival copy of the Software (or permit any third party to use such copy) for any purpose other than to replace the original copy in the event that it is destroyed or becomes defective; (c) rent, lease, sublicense, distribute, transfer, copy, modify or timeshare the Software or any of your rights under this Agreement, except as expressly authorized in this Agreement; (d) provide unauthorized third parties with access to or use of the Software; (e) reverse engineer, disassemble, decompile or otherwise attempt to access the source code of the Software, except and only to the extent that such activity is expressly permitted by applicable law; or (f) use the Software after any termination or cancellation of this license granted in Grant of License Section set herein.

2.2 The Software is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the Second Party's responsibility to ascertain the terms of the Agreement and comply with any local law or regulation to which the Second Party is subject. Second Party shall not use or permit anyone to use the Software for any unlawful or unauthorized purpose.

2.3 Nothing in this Agreement shall provide Second Party with any proprietary rights in the Software or any information provided in the Software including but not limited to any promotional material.

2.4 Subject to Clause 5.2, Second Party may distribute Client System as described in Clause 1.2.2 to all its Clients without any additional fees and without the procurement of any separate license(s) provided that the Second Party's Clients agree and consent to all the terms and conditions of the EULA http://www.hybrid-solutions.com/EULA.pdf. Supplied for the second party clients through the client terminal directly.

3. PAYMENT TERMS

3.1 License Fees. Second Party shall pay the initial license fees as set out in Schedule B attached hereto.

3.2 Service Fees. Second Party shall pay the First Party for ongoing service and support all the amounts set out in Schedule B. Payment of all Fees should be made quarterly (each 3 months) in advance within 7 days from issuing the invoice by First Party.

4. GENERAL TERMS

4.1 As per Schedule A, an Ownership License gives the Second party the right to move the Software to Second Party's own server upon his/her request with the agreed fees; Leasing License does not allow Second Party to move the Software to his/her own servers and does not allow Second Party to resell his/her license to others or assign any of its rights under this Agreement. First and Second Party have hereby agreed on a purchasing plan as set out in Schedule A.

4.2 Second party shall allow a DEMO account creation and testing for the Software on Second Party's website.

4.3 First Party shall not be responsible to provide any support to any Software Plug-Ins or Software Compatible API as defined in Clause 5.7.

4.4 First Party shall provide one CD (or download link) windows based Backoffice System. It can be copied only for internal Software usage by the Second Party.

4.5 As per the specifications and requirements outlined in Schedule C, It is the Second Party responsibility to maintain in proper order the appropriate computer hardware, operating system, sufficient back up means, appropriate virus protection/security checks and pay any relevant third party software programs to prevent damages and/or unauthorized access to the Software.

4.6 First party shall not be required to make any investigation into, and shall be entitled in good faith without incurring any liability to the Second Party or any third parties assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.

4.7 Second Party hereby consents to First Party's provision of maintenance and/or technical support to any and all end users of the Software as First Party deems fit at its sole discretion.

5. SECOND PARTY'S WARRANTIES & REPRESENTATIONS

5.1 It is the Second Party's sole responsibility to verify that performance of the transactions and use of the Software does not negate any law or rule which apply to the Second Party, and to fulfill any legal obligation effective with respect to him/her and resulting from the use of the Software, and shall not make any use of the Software which is against any law.

5.2 Second Party shall take all reasonable measures to ensure that any clients of Second Party, who would use the Software, receive and agree to all the terms and conditions of the End User License Agreement prior to any use of the Software by the clients.

5.3 First Party shall not be involved in any dispute between Second Party and any of the Second Party's clients and shall have no liability in this respect. Second Party shall fully indemnify First Party for any damage, loss or expenses incurred by First Party in connection with the above.

5.4 Second party shall be fully and solely responsible for obtaining an independent third party ("currency vendor") **currency feed, currency data and backup currency feed**. First Party shall

not be liable and hereby disclaim any liability for any wrong quotes, prices stopping or any problem that may be caused by the currency vendor.

5.5 Second Party hereby acknowledges that it is his/her responsibility to maintain in proper order the appropriate computer hardware, operating system, sufficient back up means, appropriate virus protection/security checks and pay any relevant third party software programs to prevent damages and/or unauthorized access to his/her account on the Software.

5.6 Second Party hereby agrees to only use the Software for lawful purposes and on the terms agreed upon in this Agreement. Second Party hereby represents and warrants that he/she, and his/her Clients would be at all times when using the Software in full compliance with all applicable anti-money laundering laws and anti-terrorism laws. The Software shall not to be used where it is illegal to use, and First Party reserves the right to refuse or cancel services to anyone at First Party's sole discretion. The Software does not constitute, and may not be used for the purposes of, an offer and/or solicitation to anyone in any jurisdiction in which such offer and/or solicitation is not authorized, and/or to any person to whom it is unlawful to make such an offer and/or solicitation.

5.7 If Second Party wishes to utilize, develop, or install any third party Application Programming Interface; which are various sets of programming instructions and standards that allow access to a web-based software application tailored to the customized trading needs of Brokers and/or Users and are designed specifically for the Software by licensed Vendors in Licensor's ISV network ("Software Compatible API"), then Second Party shall be required to obtain a separate license from First party, an ISV agreement available at www.hybrid-solutions.com/HybridSolutionsISVAgreement.pdf
 If Second Party fails to obtain a separate license from First Party then Second Party shall be liable to the full extent permissible under the applicable intellectual property laws.
5.8 If Second party disagrees with any term and condition contained in said ISV he/she may not use the Software Compatible API. Second Party further represents and warrants that his/her use of any Software Compatible API shall not have any adverse effect on the functionality or performance of the Software. If Second Party fails to obtain a separate license from First Party then Second Party shall be liable to the full extent permissible under the applicable intellectual property laws.

5.9 Transparency. Second Party shall only use the Software in a transparent manner, including but not limited to, all his/her dealings with third parties. Second Party shall bear the full responsibility and is hereby fully liable for his/her performance or trading in the market for any

non-transparent actions relating to any and all parties, including but not limited to, First Party, end users, Second Party's partners, associates and/or anyone in his/her business loop.

5.10 No Fraudulent Intent. Second Party acknowledges, warrants, represents and agrees that neither the execution and delivery of this Agreement nor the performance of any actions required hereunder or thereunder is being consummated by the Second Party with or as a result of any actual intent by Second Party to hinder or reduce First Party's market share and/or adversely affect the reputation of the Software and/or to steer end users away from First Party's Software. Second Party further represents and warrants that it is not a competitor of the First Party or acting on behalf a competitor of the First Party.

5.11 Protection of Reputation. During the term of this Agreement and thereafter, Second Party warrants that it shall not take any action which is intended, or would reasonably be expected, to harm the First Party's or the Software's reputations or which would reasonably be expected to lead to unwanted or unfavorable publicity to the First Party or the Software. Second Party shall, at all times, abide by the highest ethical and professional standards. Notwithstanding the foregoing, this paragraph shall not prevent the Second Party or the First Party from exercising any of their respective rights under this Agreement.

5.12 Second Party hereby agrees that the trading in financial instruments is a competitive market and therefore Second Party shall give a fair, complete and objective description of the Software when comparing it with competitive software. Second Party shall not in any way make any false or disingenuous statements about the Software or falsely attribute any negative traits or features to the Software.

5.13 Good Faith and Fair Dealing. This Agreement imposes upon each party a duty of good faith and fair dealing in such party's performance of its obligations under this Agreement that is coextensive with the implicit duties of good faith and fair dealing under applicable law. In furtherance of the foregoing, the Second Party shall not take any action a principal intended purpose of which is to avoid or seek to avoid the Second Party's performance of its obligations under this Agreement and/or any action a principal intended purpose of which is to harm the reputation of the Software and/or any action a principal intended purpose of which is to effect in any way the rights of the First Party.

5.14 Second Party shall provide comprehensive training to all its employees on how to properly use the Software and shall make all reasonable efforts to ensure that all employees using the Software conduct themselves in a professional manner.

5.15 Second Party agrees that without expressed written consent, at all times while Second Party is employing the services of the First Party and for twelve (12) months after the Agreement terminates, Second Party will not, directly or indirectly, whether individually or as an officer, director, employee, consultant, partner, stockholder, individual proprietor, joint-venturer, investor, lender, consultant or any capacity whatsoever: solicit, divert hire, retain (including as a consultant) or encourage to leave the employment or contract period of First Party and any employee or contractor of First Party, or hire or retain (including as a consultant) any former employee of First Party who has left the employment or contract period of First Party within twelve (12) months prior to such hiring or retention. At all times, Second Party shall keep a strictly professional relationship with all employees of the First Party.

6. SUPPORT

6.1 Hosting Services. If leased must or ownership. The Software can be hosted at First Party Hosting Data Center and can be transferred through to Second Party's location or hosting servers' subject only to an additional agreement. If hosting is at First Party's Data Center, the Software will keep running provided the Second Party is paying the First Party the Service Fee as set out in Clause 3.2

6.2 Support Service. As per Schedule B and provided that the Second Party is in full compliance with the terms and conditions set out in this Agreement, Second Party can enjoy the advantage of First Party's 24/6 hours technical support as provided by the First Party's technical support center portal (www.hybrid-solutions.com/support) through a registered and delivered account with a (1) hour response time and this clause shall constitute the Service Level Agreement (hereinafter "SLA").

6.3 Second Party shall only communicate with First Party's technical support department using Second Party Support Tools (ticketing system) with one hour response time SLA. as per Schedule B

6.4 Upgrades. As per Schedule B, and provided that the Second Party is in full compliance with the terms and conditions set out in this Agreement, the First Party will provide upgrades to the Software as the First Party deems fit at the sole discretion of the First Party.

6.5 As per Schedule B, Second party will receive the Software's Backoffice System and Client System updates provided that the Second Party is in full compliance with all the terms and

conditions of this agreement and has paid all the due Fees for the monthly updates as per Schedule B. If the development cycle produced modules that require purchasing new services by the First Party or consumes running costs (like SMS bulks and SMS server…etc) or considered as system time-framed-customizations then the First Party has the right to sell these module as it deems fit at its sole discretion and they shall not be considered a part of the system updates or upgrades.

6.6 At all times, First Party shall consider bugs and/or errors in the Software a high priority and shall use reasonable efforts to fix and remedy any such bugs and errors after it becomes aware of any such bugs and/or errors or after it receives notice from Second Party of any such bugs and/or errors.

7. DISCLAIMER OF WARRANTIES

7.1 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SOFTWARE IS PROVIDED TO SECOND PARTY "AS IS," WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, WITHOUT PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND, AND SECOND PARTY'S USE IS AT SECOND PARTY'S SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH SECOND PARTY. FIRST PARTY DOES NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. FIRST PARTY DOES NOT WARRANT AGAINST INTERFERENCE WITH SECOND PARTY'S ENJOYMENT OF THE SOFTWARE; THAT THE SOFTWARE WILL MEET SECOND PARTY'S REQUIREMENTS; THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE WILL BE INTEROPERATE OR THAT THE SOFTWARE WILL BE COMPATIBLE WITH THIRD PARTY SOFTWARE OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN ADVICE PROVIDED BY FIRST PARTY OR ANY AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

8. GENERAL DISCLAIMERS

8.1 Second Party hereby agrees that First Party will not be liable in any way for the termination, interruption, delay or inaccuracy of the Software, Software Plug-Ins and Software Compatible API regardless of the reason for the same and Second Party will not have any claims against First Party in this respect.

8.2 Second Party understands that while the Internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent Second Party from accessing or using the Software. First Party shall not be liable, and Second Party agrees not to hold or seek to hold First Party's or any of its agents liable, for any technical problems, Software failures and malfunctions, communication line failures, equipment or software failures or malfunctions, Software access issues, Software capacity issues, high Internet traffic demand, security breaches and unauthorized access, any technical problems related to services or products you receive from the feed provider or from other third parties, any issues with trading platforms and terminals, internet service providers, other computer, software or network related problems and defects and/or any other factors outside of Second Party's exclusive control.

8.3 First Party does not represent, warrant or guarantee that Second Party will be able to access or use the Software at times or locations of the Second Party's choosing, or that First party will have adequate capacity for the Software as a whole or in any geographic location. First Party does not represent, warrant or guarantee that the Software will provide uninterrupted and error-free service and will not be liable to any down-time (whether scheduled or not).

8.4 Second Party acknowledges, and shall make it that certain features of the Software such as, but not limited to, VertexFX Risk Management Bridge can still carry an exposure to risk despite the fact that they were designed to reduce risk of trading and is provided to Second Party "AS IS" with all faults, without warranty of any kind, without performance assurances or guarantees of any kind, and YOUR USE IS AT YOUR SOLE RISK.

8.5 Second Party fully understands and hereby agrees that the markets are subject to numerous implicit and explicit risks, none of which First Party can control or influence. Second Party therefore acknowledges and agrees that all trading is solely at Second Party's own risk. Second Party should be aware of all the risks associated with trading and should seek advice from an independent and professional financial advisor before trading. Second Party understand that there can be no guarantee that Second Party's use of the Software or any information disseminated by or on the Software will result in profits. Further, Second Party understands that

its use of the Software or any information disseminated by or on the Software may result in substantial losses.

8.6 From time to time, acting reasonably, First Party shall have the right to add to, modify, or remove any component or feature of the Software without liability under this Agreement. First Party, in its sole discretion, shall use reasonable endeavors to replace any component of the Software with an equivalent where it deems practicable. Second Party shall accept such modifications as part of this Agreement.

9. INTELLECTUAL PROPERTY

9.1 Second Party hereby agrees that Hybrid Solutions Middle East FZE and its affiliated entities and/or its licensor(s), as applicable, own all right, title and interest in and to the Software, including, without limitations, to any intellectual property rights in the above and including any inventions, ideas, know how, patents and patent applications, software (whether object code or source code), copyrights, trade secrets, databases, algorithms, robots, trading signals, strategies, recommendations, processes, plans, data, information and any related documentation and including to any enhancements, developments and improvements to the above.

9.2 All rights to any trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of VertexFX Trading Platform and Hybrid Solutions Middle East FZE ("Marks") presented or included in the Software are the property of their respective owners or license holders, as applicable. Except as otherwise provided in this Agreement, Licensor does not grant to you any right, title or interest (including, but not limited to, any implied licenses) in or to such materials or rights and nothing in this Agreement gives Second Party a right to use any Marks. Notwithstanding any ownership rights under Schedule A and subject to Clause 5.11, If Second Party, for any reason, ceases to use the Software then Second Party must remove any and all references to the Software from Second Party's website and all Second Party's documentations.

9.3 Subject to Clause 9.1, Second Party may suggest improvements and/or modifications to the Software at any time during the term of this Agreement. However, First Party reserves the right, in its sole discretion and as it deems fit, to program and implement any such improvements and/or modifications to the Software. For the avoidance of doubt, First Party own all right, title and interest to any such improvements and/or modifications, including without limitations, to any and all intellectual property rights.

10. CONFIDENTIALITY

10.1 The terms of this Agreement should be treated in strict confidence. Any disclosure of any general or financial terms to any third party without the prior written consent of the First Party is considered as a material breach of this Agreement and the First Party has the right to terminate the Agreement immediately without notice or compensation.

10.2 Disclosure Restrictions. All Confidential Information of one party ("Disclosing Party") in the possession of the other ("Receiving Party"), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality thereof. The Disclosing Party's Confidential Information shall not be used or disclosed by the Receiving Party for any purpose except as necessary to implement or perform this Agreement, or except as required by law. The Receiving Party shall limit its use of and access to the Disclosing Party's Confidential Information to only those of its employees and agents whose responsibilities require such use or access. The Receiving Party shall advise all such employees and agents, before they receive access to or possession of any of the Disclosing Party's Confidential Information, of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. The Receiving Party shall be liable for any breach of this confidentiality obligation and hence of this Agreement by any of its employees, agents or any other Person who obtains access to or possession of any of the Disclosing Party's Confidential Information from or through the Receiving Party.

10.3 Subject to Clause 10.1 and 10.2, only in emergency situations, Second Party hereby consents to and permits the First Party through this Agreement to directly access Second Party's server(s) for the purpose of solving any technical problems. First Party shall not be required to obtain any consent from the Second Party prior to any such access, but First Party shall promptly thereafter provide Second Party with a written report with details of the emergency situation and the work performed.

11 INDEMNITY & LIMITATION OF LIABILITY

11.1 In return for the Grant of License as provided herein to install and use the Software, Second Party accepts all risk of loss as a result of such use or operation of the Software, Software Plug-Ins, and Software Compatible API and agrees to indemnify and hold harmless the First Party, its directors, its officers, employees, heirs or assigns against any and all losses suffered as a result of the use or operation of the Software, Software Plug-Ins, and Software Compatible API .

Second Party agrees not to transfer, or provide the Software to any other individual or entity, or trade another individual's or entity's brokerage account or currency trading account using the Software, unless said individual or entity has agreed to be bound by the terms of this Agreement.

11.2 Second Party shall defend, indemnify and hold harmless the First Party, from and against all costs, charges and expenses (including attorneys' fees) arising from any third party claim, action, suit, or proceeding against any action by a third party, including but not limited to clients of the Second Party, against First Party that is based on any claim of any negligent act or omission or willful conduct of Second Party or employees of Second Party.

11.4 SECOND PARTY HEREBY AGREES THAT LICENSOR SHALL <u>NOT</u> BE LIABLE TO SECOND PARTY, HIS/HER HEIRS, SUCCESSORS OR ASSIGNS, FOR ANY DAMAGES WHATSOEVER, UNDER ANY LEGAL THEORY WHATSOEVER, WHICH DAMAGES MAY ARISE OUT OF, OR IN ANY WAY RELATE TO, THE USE OF THE SOFTWARE.

11.5 UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF THE FIRST PARTY UNDER THIS AGREEMENT EXCEED A CAP OF THE TOTAL LICENSE FEES PAID BY THE SECOND PARTY SET OUT IN CLAUSE 3.1.

12. NOTICES

12.1 Delivery. Each notice, demand or other communication to be given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or fax number set out below:

Second Party Address: ……………………………………………

12.2 Deemed Delivery. Any notice, demand or other communication addressed to any relevant party in accordance with Clause 12.1 (Delivery) shall be deemed to have been delivered (a) if given or made by letter, when actually delivered to the relevant address, and (b) if given or made by fax, when received; provided that a communication which is received after 3:00 p.m. on a business day (c) when sent if by email.

13. ASSIGNMENT

13.1 Assignment by First Party. The First Party may at any time assign to any one or more person or entity all or any part of its rights, benefits or obligations under or arising out of this Agreement provided it provides notice to the Second Party. For the avoidance of doubt the consent of the Second Party is not required for any such assignment.

13.2 Assignment by Second Party. The Second Party may not assign to any one or more person or entity any part of its rights, benefits or obligations under or arising out of this Agreement without the prior written consent of the First Party. The consent may not be unreasonably withheld.

14. TERMINATION

14.1 Either party may terminate this Agreement by giving notice of termination to the other party if the other party breaches any of its material obligations (other than Second Party's failure to pay the fees as per Schedule B) under this Agreement and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail.

14.2 Notice of Termination of this agreement should be delivered pursuant to Clause 11.1 **in two weeks** before the end of the quarter. If notice is received prior to the two week period, all invoices for that quarters will be due and payable.

14.3 Effects of Termination. All invoices due and payable before First Party's receipt of Notice of Termination will remain due and payable. For the avoidance of doubt, there are no refunds of any due and paid amounts to the First Party. Furthermore, Clause 3, 10, 11, 12, 14.3, 17 shall survive any termination of this Agreement, whether under this Clause 14 or otherwise.

15. GOVERNING LAW & JURISDICTION

15.1 This Agreement is governed by the laws of the Hashemite Kingdom of Jordan, without reference to its principles of conflicts of laws. Second Party expressly agrees that exclusive jurisdiction and venue for any claim or dispute with the First Party relating in any way to the Second Party's use of the Software resides in the Courts of Amman, Jordan. Second Party hereby irrevocably consents to the personal and exclusive jurisdiction and venue of these Courts.

16. RIGHT TO COMPEL ARBITRATION

16.1 SECOND PARTY AGREES TO PROCEED WITH ARBITRATION SHOULD FIRST PARTY ELECT TO PROCEED IN SUCH MANNER; HOWEVER, SECOND PARTY DOES NOT HAVE THE SAME OR SIMILAR RIGHT TO COMPEL ARBITRATION. IF SECOND PARTY FILES A CLAIM IN ANY COURT OF LAW, OR IF SECOND PARTY AND FIRST PARTY HAVE A DISPUTE AND NO CLAIM HAS YET BEEN FILED, IN EITHER CASE FIRST PARTY HAS THE ABSOLUTE RIGHT, SOLELY IN ITS DISCRETION, TO COMPEL THAT DISPUTE TO BE HEARD AND RESOLVED BY BINDING ARBITRATION. HOWEVER, IF FIRST PARTY DECIDES TO FILE A CLAIM, THE SECOND PARTY HAS NO CORRESPONDING RIGHT TO COMPEL ARBITRATION. ANY SUCH ARBITRATION BETWEEN SECOND PARTY AND FIRST PARTY WILL BE HANDLED AND CONDUCTED BY AND PURSUANT TO THE RULES AND PROCEDURES OF THE DUBAI INTERNATIONAL ARBITRATION CENTER ("DIAC") USING A THREE MEMBER ARBITRATION PANEL WITH SECOND PARTY AND FIRST PARTY EACH CHOOSING ONE ARBITRATOR AND THE TWO CHOSEN SELECTING THE THIRD. THE DECISION OF THE ARBITRATORS WILL BE FINAL AND UNAPPEALABLE AND MAY BE ENTERED AS A JUDGMENT IN ANY APPROPRIATE COURT OF LAW. TO THE EXTENT ANY PROVISIONS OF THIS AGREEMENT ARE INCONSISTENT WITH DIAC RULES OR PROCEDURES, SUCH PROVISIONS SHALL PREVAIL TO THE MAXIMUM EXTENT DIAC RULES AND PROCEDURES PERMIT THE PARTIES TO STIPULATE AND OTHERWISE AGREE TO SUCH MATTERS BY CONTRACT.

17. GENERAL

17.1 Second Party acknowledges and agrees that each provision of this Agreement that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk, and is an integral part of this Agreement.

17.2 Amendment. Any amendments to this Agreement shall be written.

17.3 Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

17.4 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision shall be enforced to the maximum extent possible and the other provisions shall remain fully effective and enforceable.

17.5 Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by causes beyond the reasonable control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

17.6 Language. It is the express wish of the parties that this Agreement and related Schedules be drawn up in the English language.

17.7 Second Party acknowledges and agrees that each provision of this Agreement that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk, and is an integral part of this Agreement.

17.8 Relationship of Parties. The Parties are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement shall not be construed to create or imply any partnership, agency, joint venture or employer-employee relationship between the parties.

17.9 Counterparts. This Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

17.10 Taxes. Each Party shall bear its applicable taxes.

17.11 Headings. All headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

17.12 Third Party Rights. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person not party to this Agreement shall have or acquire any right to enforce any term of it pursuant to that Act. Notwithstanding any term of this Agreement, no consent of any third party is required for any variation (including release or compromise of any liability) or termination of this Agreement.

17.13 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Software and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Software.

Attachments

Schedule A: License Type (Ownership or Lease)

Schedule B: Fees for license depending on type and maintenance fees

Schedule C: Technical Requirements

Schedule (A) :

Working on a purchasing plan **(………………………)** with the attached details in the Plan details table.

Option/Plan	Details
Concurrent real users	50 | 100 | 200 | Unlimited
Demo Users	Unlimited
Server	Dedicated | Shared
Agreement Model	Ownership | Leasing

Schedule (B): Financial Terms:

Item	Cost (USD)	Discount (USD)	Net Cost (USD)
One Time Payment Fees			
Vertexfx trader System price			
Grant Total			
Special Notes:			

Monthly Payment Fees Starting from ……………………………… paid on (3) month's basis in advance. Services includes

Item	Cost (USD)	Discount (USD)	Net Cost (USD)
Grant Total			

Schedule (C): System Technical requirements:

In order to run VertexFX Trader, below the system requirements:

VertexFX Desktop Client and backoffice stations:
Supported OS: Windows 95, 98, ME, Vista, XP, Windows Servers, Windows Seven, Windows Eight, Windows Ten.
Not Supported OS: MAC, Unix, and non-windows OS.
256MRAM Pentium 4 recommended.

VertexFX Web Trader Supported and tested Explorers:
1. MS Internet Explorer 6 and above.
2. Firefox
3. Safari
4. Netscape
5. Chrome

VertexFX server:
1. Intel Dual Processor 3.50GHz
2. Memory: 8 GB Ram or More.
3. Windows Server 2012 R2 Standard 64-Bit
4. 250 HD. (One-Partition / C Drive).
5. Reliable Dedicated Internet and high speed (20 MBPS) minimum
6. Monthly download 20-30GB minimum.
7. SQL Database, highly preferred to be Oracle SE1 or more version 11G.