

## REFERRING PARTY AGREEMENT

### 1. PARTIES TO THIS AGREEMENT

This Agreement ("Agreement") is entered into this 14 day, of Jun, 2014, between KVB FX Pty Ltd ("KVB") and the Referring Party ("RP")

CENTURY 21 STUDENT SERVICE CENTRE whose address appears at the end of this Agreement. The RP is engaged in the business of referring clients ("Clients") to KVB for the purpose of opening Foreign Exchange trading accounts, for the execution of Foreign Exchange trades with KVB.

### 2. PURPOSE OF THIS AGREEMENT

This Agreement sets out the terms and conditions of the relationship between the RP and KVB. Pursuant to such relationship, the RP will refer prospective and suitable Clients to KVB. KVB, if it determines to accept such Clients, will open and maintain trading accounts for those Clients. In the event that this Agreement has been translated into another language other than English, it will be the English version that will be deemed the relative document in the event of a discrepancy or legal action.

### 3. RELATIONSHIP BETWEEN RP AND KVB

It is understood and agreed that this Agreement, or anything in it, shall not constitute or be deemed to establish a partnership, agency relationship or joint venture between the RP (or any of its employees, agents or any other identity) and KVB (or any of its employees, agents or any other identity). In performing the Agreement, the RP acknowledges that they have no authority to act on behalf of, commit or represent KVB to any prospective Client. In this regard, the RP shall not issue, publish or distribute market letters, research reports, advertisements, sales and promotional material or by making reference to KVB and its facilities without the prior written consent of KVB. The RP acknowledges that they have no right or claim to any KVB proprietary information, property or trading systems / platforms. The RP allows and authorises KVB to undertake and perform any checks on the RP prior to and during the term of this agreement.

### 4. PROMISES OR GUARANTEES AGAINST LOSS

The RP agrees that it will not offer or in any way imply or represent to any Client that either the RP or KVB will guarantee such Client(s) against any loss or a limited loss in their trading activities nor will the RP call for or attempt to collect any monies (initial or maintenance) required by KVB.

### 5. RIGHT TO REJECT CLIENT(S) and/or TERMINATE CLIENT(S) ACCOUNTS

The RP acknowledges that KVB has the right and sole discretion to reject to do business with any proposed referred Client. In addition, and subject to the terms and conditions of KVB's Foreign Exchange Master Agreement, KVB may, in its sole discretion, terminate any Client account without prior notice.

AU\_Foreign Exchange Currency Business

RP Initial

KVB Initial

## 6. GOVERNING LAW

This Agreement shall be interpreted and construed according to, and be governed by, the laws of Australia. Any breach or legal proceeding of any kind, nature and description relating to this Agreement will be governed by the laws of Australia and be heard in the city of Sydney New South Wales.

## 7. RP's RESPONSIBILITIES

1. The RP shall never be involved in any activities that may prevent KVB from developing its business nor refer any Clients to other Money Service or similar Business Companies as long as this agreement is in effect.
2. The RP must express clearly to the Client that the RP is not an employee, agent or similar identity of KVB or any KVB Group / Subsidiary member.
3. The RP shall express clearly to the Client that once referred, KVB maintains all the rights to contact, communicate, quote prices and make deals with the referred Client directly.
4. The RP agrees not to disclose, or otherwise reveal, to any competitor or third party the identities, addresses, telephone number(s), facsimile number(s), E-mail address, telex number(s), bank codes, account number(s), financial reference, or any other Client confidential information without the specific written permission from KVB.
5. The RP shall be responsible for all taxes and other expenses and charges incurred arising from their performance under this Agreement.
6. The RP acknowledges that any discussions and communications leading to this Agreement as well as, and including the conditions, shall be confidential in nature and shall not be disclosed to any other person(s) or identities without the explicit consent of KVB. This confidentiality obligation shall survive after termination of the Agreement.
7. The RP shall indemnify, defend and hold harmless KVB and any of its affiliates and holding company, directors, employees or shareholders from and against any loss, liability, damage, costs or expenses (including attorneys' and accountants' fees and expenses incurred in the defence of any claims, demands or lawsuits) actually and reasonably incurred arising from any act, omission, conduct or activity undertaken in and for the performance of this Agreement.
8. The RP shall be fully responsible for paying any and all legal fees to obtain any legal guidance/opinion letter, if necessary, from its own counsel in connection with commencing the RP business in its domicile.

**8. KVB's OBLIGATIONS TO THE RP**

1. Once having accepted a Client account, and subject to its Foreign Exchange Master Agreement and any other related documentation with the Client, KVB will open and maintain a Foreign Exchange trading account for the said Client and / or execute appropriate trades for the said Client, and maintain proper records of all Client transactions and other activity undertaken on behalf of the Client.
2. KVB shall pay compensation to the RP based on the Clients' Foreign Exchange transaction trading (subject to KVB's verifications which shall be final and conclusive) calculated at such rate, and payments terms, as enumerated in the Addendum "A" attached.
3. KVB will not disclose any client information written in a remittance application from / to a third party unless required by law. KVB may not disclose it to the Referring Party if this may violate the protection of any client's privacy. This does not apply in the case of Police or Judicial authority requests to KVB to do so for the purpose of any investigation.
4. KVB will not disclose Referring Party information to a third party. This does not apply in the case of Police or Judicial authority requests to KVB to do so for the purpose of any investigation.
5. KVB has obligations to make every effort to recover from problems caused by any unavoidable situations such as natural disaster, server and / or access trouble that may hamper remittance applications by fax or the internet. KVB is exempt from responsibility and liability for compensating any loss or damager caused to the Referring Party by any such matters.

**9. TERMS OF THIS AGREEMENT**

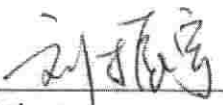
- I. This Agreement shall continue in effect until terminated by either party by giving no less than ten (10) days' prior written notice of termination to the other party.
- II. This Agreement shall cease to have any effect forthwith if there is any violation of law or infringement of third parties' interests as a result of the performance of this Agreement.
- III. Upon termination of this Agreement for whatever reasons, the RP shall not either alone or jointly with or on behalf of any other person for a period of one (1) year immediately following the termination date, canvass or solicit business from any person or entity who shall have been a Client of KVB or its affiliates.
- IV. This Agreement shall constitute the entire Agreement between the parties with respect to the matters referred to herein, and no other Agreement, verbal or otherwise, shall be binding as between the parties unless in writing and signed by all the parties to this Agreement.

IN WITNESS WHEREOF the parties hereto have placed their respective hands the day and year first written above.

KVB FX Pty Ltd  
Level 18, Citigroup Centre  
2 Park Street.  
Sydney NSW  
Australia

KVB FX Pty Ltd  
Level 38  
120 Collins Street.  
Melbourne VIC  
Australia

Signed for and on behalf of KVB FX Pty Ltd

  
\_\_\_\_\_  
Signature

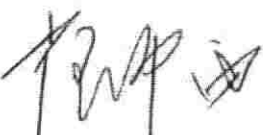
\_\_\_\_\_  
Signature

Zhenyu Lin / Sales Manager  
\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

Signed for and on behalf of the Referring Party

\_\_\_\_\_  
Address

  
\_\_\_\_\_  
Authorised Signature

\_\_\_\_\_  
Authorised Signature

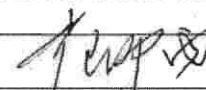
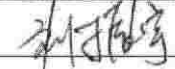
\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

AU\_Foreign Exchange Currency Business

RP Initial  KVB Initial 

### Addendum A

Type (Tick where appropriate)	<input type="checkbox"/> Introducing Broker <input checked="" type="checkbox"/> Referring Party
Referral Fee Payment Option (Tick where appropriate)	<input checked="" type="checkbox"/> By Total FX Transaction Turnover <input type="checkbox"/> If others, please specify below
Terms Agreed (if Others were selected):	
Referral Fee Payment Calculation (Tick where appropriate and <u>change to appropriate % figure at the rate agreed</u> )	<input checked="" type="checkbox"/> 0.1 % (0.1 percent) from CNY Dealing and 0.05 % (0.05 percent) from All Other Dealings <input type="checkbox"/> If others, please specify below
Terms Agreed (if Others were selected):	
Referral Fee Payment Frequency (Tick where appropriate)	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly
Terms and Condition: KVB will only pay commission to the RP for a twelve month period only for each client they introduce.	
Nominated Payment Bank Account Details:	AC Name: <u>CENTURY 21 SERVICE CENTRE</u> AC No: <u>1032 2331</u> Bank Name: <u>CBA</u> Bank Address: <u>CNR LIVERPOOL &amp; CASTLE REAGH</u> SWIFT: BSB: <u>062016</u> Comments:
If paying other than TT, please specify preferred payment option here:	
Terms and Conditions: (1) IB or RP shall issue KVB with a receipt of the referral fees within fourteen days of the receipt. (2) The bank address provided above shall not be altered unless special reasons have been provided for KVB's consent.	
Client Signature:	 Date: _____
Sales Manager Signature on behalf of KVB:	 Date: <u>19/6/2014</u>

