Agreement on Nextgen Trading Platform Development.

Party “A” Nextgen F X Investment LLC – A Company Licensed by Department of Economic Development of Dubai – U.A.E. with Trade License # XXX and Represented by Mr. Riffat Mansoor / Managing Director.

Party “B” Mr. Guangcheng and his team.

Team Members as follows – KYC INFORMATION IS BELOW

1 Guangcheng – Passport # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Resident of XXXXXXXXXXX

2 Chen Cheng – Passport # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Resident of XXXXXXXXXXX

3 Please Fill Name – Passport # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Resident of XXXXXXXXXXX

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6 Please Fill Name – Passport # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Resident of XXXXXXXXXXX

7 Please Fill Name – Passport # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Resident of XXXXXXXXXXX

All of the above team Members represented by Mr. Guangcheng / Jin.

Party “A” Has given a Contract of Trading Platform Development that will be having a set of following components  
  
1# Server Side

1. Main Trade
2. History
3. Access
4. Backup

2# Terminals

1. Administration Terminal
2. Manager/Dealer Terminal
3. Client Desktop Terminal
4. Client Web Terminal
5. Mobile Trader Terminal

The Administrator Terminal Will have Following Functions (Note: If any function is missing in this Documents we will be providing another detailed Document, as We can not leave functions behind in order to launch a successful platform.

* Servers
* Network Cluster (list of Servers Main Trade History Backup and Access)
* Integrations (Mail Servers, SMS Gateways, KYC, and WEB API)
* Automations (If some broker wants to Set auto server Restart time, and add Liquidation point or equity liquidation point for any client or any number of clients saperately)
* Security (SSL Certificate upload, Firewall, Anti DDos Protection)
* Time (to set system time and to set times for each symbol)
* Holidays to set holidays
* Groups (Demo / Real / Managers / Dealers) It will have settings to Add Which symbols to show in the group and other setting of the group such as Stop Out Level, Initial Margin Maintainence Margin, Swap. Commission etc and all other things which are in Other Platform settings.
* Client Accounts (clients / Managers)
* Orders / Deals / Positions (to Track Ticket Numbers Orders all history or specified date time)
* Bridges/Gateways (for External Liquidity Connection Trades & Quotes Sessions)
* Feed or Data Feed (to Connect only Quote Session from a Feed Provider or Liquidity Provider
* Plugins (If someone wants to Develop Additional Plugins)
* Reports (All Reports )
* Symbols (Contains Security Groups / that is a group in which a lot of symbols are , and then Sub Folders (in each sub folder there will be set of symbols)
* Spreads (If wants to change spreads for every one or for any client or for any group)
* Ticks & Charts (It have Price Logs and ticks for each symbols as Chart is made in the system based on Price Ticks for Each Milli Second) One second consists of 1000 milli seconds, so system should be capable to broadcast 1000 ticks for each symbol if market moves this much faster. There should be no delay and bug in the system
* Mail Box for Administrator (to send and Receive emails to/From Managers, Clients)

**Dealer Manager Terminal**

(It will have all functions which are present in all platforms in the market) We will show and send you details) and There can be number of dealers / managers we can create

**Gateways / Bridges** We will add builtin Gateways and bridges for 4-5 Major Liquidity Providers.

**Client Dektop Terminals** (It will have all functions what a desktop trading terminal has when we see other platforms and it should be more faster and reliable than any other trading platform in the world, the system should be light, no hang and most fastest without a single milli second delay even if 25-30 thousand users are online at the same time)

Client Web Terminal (Similar to Desktop)

Client Mobile App IOS/Android You already Know

Our Initial Points Decided and approved by Nextgen Partners as follows

1. Party “A” Is Appointing Party “B” as a Development Partner, and Party “A” Has agreed to give a 25% Share in the business to Party “B” Where was Party “B” was fully responsible to Develop and Provide the Platform and Source Code to Party “A” to become a partner, but as a gesture of goodwill, Party “A” has agreed on the request of Party “B” to Provide them USD 8000 to cover up the expenses at the side of Party “B”
2. The Payment Schedule for the 8000USD will be as follows. After 30 Days when initial Serverside Work is done, USD 4000 is paid and after 15 more days of that USD 4000 is more paid.
3. Initially with in 30 days Party “B” has agreed we will be able to come in a Beta Testing Environment and initially we will test the main servers with Our Mobile Trading Apps, in the mean time, other terminals mentioned above will become ready.
4. Party “B” has agreed the total time for the full fledge developments of all above system will be 3 months.
5. Party “A” is a Well known Technology Provider Company, currently Registered in Dubai, United Arab Emirates and it is a Legal Entity and Trade License is issued by the Government of Dubai U.A.E.
6. After the Development of the system, Party”B” Will be 25% Owner of the Platform and Party “A” will be having 75% Ownership Rights.
7. Party “A” is bound to keep Party “B” as their 25% Partners always, and Party “B” Is bound to remain as 25% Partner of Party “A” Always.
8. Party “A” Is responsible for the Marketing of Platform all over the World by using its cash resources and Dubai Physical Office.
9. Party “B” is Responsible for the Privacy of the Platfrom so that none of the Team Member from Party “B” cheat the company and sale the platform outside the Knowledge of Party “A”
10. Party “A” Will Register a New Entity to Market the Platform, the Entity will propabbly be in the United States of America, or in the United Arab Emirates (or in both) or even anywhere else as well.
11. Party “A” Will also Register Trademarks all over the World so that no one else able to Copy and Resale our platform
12. Party “B” Will provide Source Code to Party “A” As of both are partners and both are owners in the platform company
13. Party “A” Will register 25% Shares in the Company on the Name of Party “B”
14. Also Note this is Initial Agreement which have less Knowledge about the platform terminals and functions in each terminal, Both Parties “A” & “B” Will sign another MOU Document containing the functions included in each terminal and that will be considered as Part #2 of the Current Agreement.
15. Party “A” Will always Sell the Platform from Registered Entity where Party “B” is 25% Partner whereas Party “B” Will always make sure none of the Team Members from Party “B” ever use the platfrom to be copied and sold from any other source.

This Agreement will be legally bound to be followed by each parties, if any party Break the contract, It will be legally challenged in the Courts of anywhere in the world, against each other.

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**Party “A” – Nextgen F X Investment LLC Party B – Represented by Mr. Guangcgeng**