iSytems Pltaform Agreement

CONFIDENTIALITY, USE AND RENTAL OF DEVELOPER TRADING SYSTEMS

This agreement ("Agreement") is made this date _____, 2017, between Reliance Capital Markets II, LLC ("**RCM**"), whose mailing address is 621 S. Plymouth Ct, Chicago, IL 60605, and iBroker Global Markets SV SA ("**iBroker Global**") whose mailing address is Cuesta del Sagrado Corazón 6, bajo derecha, 28016, Madrid and _____

_____ ("**DEVELOPER**") whose mailing address is

_____ _____.

WHEREAS:

IBROKER GLOBAL has an automated trading system platform called iSystems ("iSystems Platform") enabling users to select computerized trading algorithms to be executed for their accounts, that can be used by clearing firms, brokers, dealers and their customers.

RCM is a distributor of the iSystems Platform and registered US brokerage through which payment is facilitated.

DEVELOPER desires to publish its systems on the iSystems Platform for use by end customers per the terms of this agreement.

NOW THEREFORE, in consideration of the mutual covenants herein, IBROKER GLOBAL and RCM and DEVELOPER agree as follows:

1. PURPOSE.

This document is intended to regulate the conditions of the agreement between IBROKER GLOBAL and the DEVELOPER of automated systems that could be displayed and sold on the Automated Trading Systems platform known as iSystems (hereinafter the ISYSTEMS PLATFORM).

IBROKER GLOBAL provides a hosting and execution service of automated systems that trade in the financial markets. The service consists of the interpretation of the signals generated by a trading system for conversion into orders, which are sent to the financial markets through mechanisms of order routing provided by brokers / banks that offer the ISYSTEMS PLATFORM. For IBROKER GLOBAL to offer this service, the executable trading systems (encrypted or not) must be hosted on servers owned by IBROKER GLOBAL.

The ISYSTEMS PLATFORM developed by IBROKER GLOBAL is a platform where the DEVELOPER may rent the use of their trading systems to clients of brokers / banks that offer it to their customers.

2. APPLICABLE LAW AND JURISDICTION.

In general, relations between IBROKER GLOBAL and DEVELOPERS, arising from the provision of the services contained on the ISYSTEMS PLATFORM, are subject to Spanish legislation and jurisdiction and courts of Madrid, expressly waiving any other jurisdiction that could apply.

3. RIGHTS AND DUTIES OF THE DEVELOPER.

The DEVELOPER will provide a valid format for the installation of the trading systems on IBROKER GLOBAL servers, to operate under the service of automated execution of trading systems offered by IBROKER GLOBAL.

The DEVELOPER claims to be the creator and copyright owner of the automated system and responsible for granting the right of use on a lease to operate in the financial markets.

The systems may be used on the iSystems Platform by the customers expressly authorized by the DEVELOPER, and / or those clients that

rent them through the iSystems Platform with the license fees established by the DEVELOPER.

License fees are to be set by the DEVELOPER, and shall be paid to developer by RCM less the following fee amounts:

- 20% to RCM for licensing and distribution of the iSystems Platform

  For example, a monthly lease fee of $500 per unit per client, with 10 total units traded, would result in a gross cost of $5,000 ($500 * 10), and a payment of $4000 to DEVELOPER, and $1,000 to RCM.

For European customers, a 21% VAT will be added to the selected lease price.

For example, the same monthly lease fee of $500 would show as $605 per unit per client to European customers.

Once the license is rented, the client will decide freely on the activation and deactivation of the systems in his account. The DEVELOPER will not perform work that may be considered Financial Advice and Portfolio Management by the National Futures Association (NFA) or Spanish financial regulator (CNMV). The DEVELOPER will not have access to the Customer's account and can not activate or deactivate systems in their name. Further, neither IBROKER GLOBAL nor RCM nor the financial companies clearing the trades of the customers will provide access to the trades on the Customer's account. Neither the DEVELOPER or IBROKER GLOBAL undertake any assurance or guarantee of any profit return to the client.

The DEVELOPER has the right to make adjustments to the system parameters if appropriate, with any operational changes being reflected from that moment forward, and unable to be applied to the past history published on the website of the ISYSTEMS PLATFORM.

iBroker Global shall not remove an already published system unless it has never been operated on live accounts, or unless he has authorization from all real customers who have operated it.

The DEVELOPER agrees to provide services keeping confidentiality of any personal data supplied by the final customers in connection with the contracted services. Therefore they shall not be disclosed or shared, except with the express written consent of the customers.

4. RIGHTS AND DUTIES OF IBROKER GLOBAL.

IBROKER GLOBAL will be responsible for hosting and execution of the systems, and they will be offered to retail customers under the conditions described in the following link:

https://www.isystems.com/Content/TradingMotion_Customer_Agreement.pdf

IBROKER GLOBAL will apply the necessary filters for quality and security to avoid possible errors due to programming errors, such as taking positions that exceed the maximum set by the developer or time filters indicated by the DEVELOPER.

IBROKER GLOBAL will be responsible for disabling the use trading systems once the term of rental purchased by end customers finishes, until the customer renews or by express indication of DEVELOPER.

IBROKER GLOBAL will provide information and technology execution services for the DEVELOPER trading systems solely and exclusively to Brokers and / or End Users authorized by the DEVELOPER. If a system is defined as "Private" by the DEVELOPER. it will only be shown to the authorized end users DEVELOPER expressly specified. If a system is defined as "Public" will be displayed on all Brokers offering IBROKER GLOBAL platform, unless otherwise specified by the DEVELOPER.

5. CONFIDENTIALITY AGREEMENT

Definitions:

- "Source" either party shall have such consideration if, within the terms of this Agreement, is who supplied the Confidential Information
- "Recipient" either party shall have such consideration if, within the terms of this Agreement, is who receives Confidential Information from

the other party.

The parties acknowledge that under this agreement they shall exchange Confidential Information and agree to their care and strict custody and non-disclosure or supply, in whole or in part to any third party without prior, express and written consent of the Source. Confidential Information is considered the source code and / or executable trading systems provided by the DEVELOPER to IBROKER GLOBAL, passwords management services provided to the DEVELOPER by IBROKER GLOBAL, and in general, all terms and conditions of this agreement.

Such consent is not necessary when the obligation to provide or disclose the Confidential Information of the Source is imposed to the Recipient by applicable law, by final judgment, or is required by competent authority to do so. Notwithstanding referred to in this agreement, if a court, agency, or Administrative or Judicial Authority requested or demanded disclosure by the Recipient or its representatives of Confidential Information, the Recipient shall promptly notify any such request to the Source, so he can, where appropriate, request a protective order.

In Addition, the recipient must give its directors and / or employees and / or representatives the guidelines and instructions as it deems necessary and appropriate for the ministering purposes of keeping the Confidential Information of the Source secret, confidential or restricted. The Recipient shall advise all officers and / or employees and / or representatives in accordance with the provisions of this Agreement that have access to the Confidential Information of the consequences and responsibilities that the Recipient may incur for breach by such persons as provided In this Agreement.

Ownership of Confidential Information shall at all times belong to the Source, with the Recipient responsible for the custody of the Confidential Information and all copies provided by the source, in order to treat as confidential, secret or restricted. Within five (5) working days from the date the Recipient receives a request from the Source to that effect, it must return to Source the confidential information it had received, and copies it may have, responding for damages for infringement of the provisions herein.

Exceptions:

It will not be considered Confidential Information or receive such treatment the information that:

1. Has become public knowledge at the time of delivery to the Recipient or after, if it was not the Recipient cause or ultimate source of the disclosure of this information.
2. It can be proved by the Recipient that the information was already in his possession by lawful means prior to signing this agreement.
3. It is massively disclosed without restriction by its legitimate creator.

5. DATA PROTECTION.

In compliance with the provisions of Law 15 /1999 on Protection of Personal Data, we inform you that the personal information you voluntarily supply to us through the e-mail address, mailing address, phone or Web forms will be incorporated into a file owned by IBROKER GLOBAL .

Furthermore, you expressly authorize IBROKER GLOBAL the processing of data for the purpose of contacting you by your request, or for the management and performance of the obligations of services. IBROKER GLOBAL may transfer your contact information to customers of the systems that you have developed and to commercial agents of institutions who market IBROKER GLOBAL platform as WHITE LABELS.

IBROKER GLOBAL is not responsible for the accuracy of the information provided by you, for which you are responsible.

IBROKER GLOBAL applies the security measures under RD 1720/2007 "Regulation of security measures" depending on the levels of the data contained in their files.

Exercise your rights: You may exercise your rights of access, rectification, cancellation and opposition regarding the personal data contained in the file referenced, writing for such purpose to the address indicated: IBROKER GLOBAL S.A. S.V., Cuesta del Sagrado Corazón 6, bajo derecha, 28016, Madrid; or by sending an e- mail to the following address: soporte@tradingmotioncom.

6. TERMINATION.

Failure to comply with any provision of this document shall be sufficient cause for unilateral cancellation of this contract by either party, and IBROKER GLOBAL will eliminate the developer's systems from the PLATFORM and from their servers at the end of the period of already rented licenses.

7. **General Provisions**.

(a) **Entire Agreement; Modification; Signatures**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and merges all prior proposals, understandings and agreements, oral and written, between the parties with respect to the subject matter of this Agreement. This Agreement may not be amended except by an express agreement signed by the parties. This Agreement may be signed in two or more counterparts, all of which will be deemed to be one agreement. Signing and delivery of this Agreement or any amendments may be evidenced by electronic records, electronic signatures and facsimile transmission.

(b) **Governing Law and Jurisdiction**. This Agreement shall be governed by and construed according to the laws of the state of Illinois without giving effect to principles of conflict of laws which might otherwise require the application of the laws of another jurisdiction. Subject to the arbitration provision below, the parties consent to the jurisdiction of the state and federal courts located in Illinois for any judicial proceeding relating to this Agreement.

(c) **Arbitration**. Any controversy or claim arising out of relating to this Agreement, or the breach of thereof, shall be settled by arbitration in Chicago, Illinois administered by the American Attribution Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; provided, however, this section shall not prevent a party from seeking injunctive relief for a breach or threatened breach of Section 6.

(d) **Enforceability and Interpretation**. The parties intend that this Agreement be enforced to the fullest extent permissible u n d e r applicable law and public policy. If any provision is declared invalid or unenforceable by a court or arbitrator having competent jurisdiction, such declaration shall only apply to that provision and the remaining provisions shall be enforceable; and the arbitrator or court of competent jurisdiction is authorized to reduce or expand the scope of provision which is invalid or unenforceable in order to make it valid and enforceable. The headings in this Agreement are included for convenience only and shall not affect the interpretation hereof. Time is of the essence of this Agreement.

(e) **Assignment; Binding Effect**. Without IBROKER GLOBAL's prior written consent, DEVELOPER may not assign, sub-license, transfers, pledge, lease, rent or share any DEVELOPER's rights or obligations under this Agreement. IBROKER GLOBAL may assign and delegate its rights and duties under this Agreement to an affiliate. This Agreement shall be binding upon and inure to the benefit of the respective parties, their legal representatives, successors and permitted assigns.

(f) **Force Majeure**. Neither party shall be liable for any failure nor delay in performance under this Agreement caused by any event beyond such party's reasonable control.

(g) **Survival**. Any termination of this Agreement shall not affect the accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision that is expressly or by implication intended to come into or continue in force on or after termination, including Sections 6 and 7.

(h) **Attorney Fees**. In the event of any legal proceeding or arbitration between the parties arising from this Agreement, the prevailing party therein shall be entitled to an award of its reasonable attorney fees and costs.

(i) **Relationship**. Nothing in this Agreement is intended or shall be construed to create or establish an agency, partnership or joint venture relationship between the parties. This Agreement shall not confer any rights or remedies upon anyone other than the parties to this Agreement and their respective permitted successors and assigns.

(j) **Non-Exclusivity**. This is a non-exclusive agreement. IBROKER GLOBAL and RCM may enter into similar agreements with others, and any authorized Customer may use the ISYSTEMS PLATFORM with multiple clearing firms, brokers, and dealers with which the Customer has accounts.

(k) **No Waiver**. The failure of either party to exercise any right granted by this Agreement shall not be deemed a waiver of any future exercise of such right or a waiver of any other provision of this Agreement.

(j) **Notices**. All notices, requests, demands or other communications hereunder shall be in writing, hand delivered, sent by first class mail, overnight mail, or by reputable overnight courier and shall be deemed to have been given when received at the following addresses, or such changed address as given by a notice to the addresses of IBROKER GLOBAL, RCM, and DEVELOPER in the Preamble above.

(i) **Representations**. Each party represents and warrants to the other that (i) it has full legal right, power and authority to enter into and perform this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding agreement; (iii) it has and will during the term of this Agreement maintain all registrations and licenses required for it to perform its duties under this Agreement, and in the case of DEVELOPER, all registrations and licenses required for DEVELOPER to solicit and accept orders routed over the ISYSTEMS PLATFORM.

IN WITNES WHEREOF, the parties to this Agreement have duly executed it as of the date written above.

RCM   **DEVELOPER**

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

iBroker Global

Signature: _____

Print Name: _____

Title: _____

Date: _____