

SERVICE AGREEMENT

THIS AGREEMENT is dated on the day and year this agreement is electronically accepted.

BETWEEN

1. **FOREXG LIMITED** (hereinafter referred to as "**the Service Provider**"), of the first part;

AND

2. Whose names and particulars are as set out electronically in the registration section (hereinafter referred to as "**the Investor**"), of the other part.

WHEREAS:

- A. The Investor aspire to invest various financial products including but not limited to foreign exchange trading and require business development services to be conducted; and
- B. The Service Provider has the expertise and experience in providing these services and the Investor wishes to utilize the Service Provider's services in connection with the said service ("**the Service**");

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Investor agrees as follows:

1. APPOINTMENT OF THE SERVICE PROVIDER

1.1 The Investor agrees to employ the Service Provider on an exclusive basis to perform the Service and the Service Provider agrees to perform these services; and

1.2 This is a non-exclusive agreement. The Service Provider is free to perform services for other clients and the Investor is free to employ other providers to perform services covered by this Agreement.

2. THE SERVICE PROVIDER

2.1 The Service Provider shall have the following responsibilities:

(a) Business Development: -

- (i) Identify and meet the potential clients and the decision makers by growing, maintaining, and leveraging the Service Provider network;
 - (ii) Research and market survey the geographic and economic of the potential area and build relationship together with the potential clients;
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- (iii) Set up meetings between client's decision makers and the Investor Managing Director;
- (iv) Plan approaches and pitches. Develop proposals that speak the Investor needs, concerns, and objectives; and
- (v) Participate in negotiation of pricing between the Investor and potential clients.

(b) Business Development Planning: -

- (i) Attend industry functions, such as mining events and conferences, and provide feedback and information on market and creative trends; and
- (ii) Using knowledge of the market and competitors, identify and develop the Investor's unique propositions and differentiators.

3. INDEPENDENT CONTRACTOR

3.1 The Service Provider is an independent contractor and shall have sole and exclusive control over the manner in which it, its employees and agents perform the services to be provided under this Agreement. The Service Provider shall have the right to engage and employ such individuals and agents as may be necessary in connection with the services to be provided under this Agreement, provided that such individuals and agents shall be subject to control, contractual or otherwise, solely and exclusively by the Service Provider.

4. GOVERNING LAW/ DISPUTE RESOLUTION

4.1 It is the intention of both parties that the provisions of this Agreement shall be construed and enforced according to the laws of Mauritius, without regard to its conflict of law rules. All controversies and claims arising hereunder, and all actions and proceedings, shall be brought to a court of Mauritius. Nothing in this Agreement limits both parties right to seek provisional injunctive relief in the appropriate jurisdiction.

5. ENVIRONMENTAL POLICY

5.1 The Service Provider is committed to the goal of continuously improving its environmental impact while maintaining the highest customer service, best product selection and quality, at the lowest possible cost. The Investor and the Service Provider hereby commit to improving environmental quality by working closely with each other to identify opportunities and promote practices that benefit the environment.

6. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

6.1 The Service Provider shall comply with all applicable federal, and provincial/state laws, regulations, policies and practices as well as the regulations of any other country in which it performs services under this Agreement. In particular, and without detracting from the generality

of the foregoing, the Service Provider shall be knowledgeable about, and fully in compliance with any legal requirements pertaining to the licensing, environmental protection and other applicable law in performing the Service.

7. NON-ASSIGNABILITY

7.1 The rights and obligations of this Agreement are personal to the Service Provider and the Investor and this Agreement shall not be assignable or otherwise transferable by either party, in whole or in part, without the written consent of the other party, provided that the Investor shall have the right to assign this Agreement, in whole or in part, to any entity controlling, controlled by, or under common control with the Investor.

8. CONFIDENTIALITY

8.1 The Investor agrees to abide by the provisions set forth in any separately agreed confidentiality agreement between them. If no such separate agreement exists, they agree to abide by the following. As part of the business relationship between the Investor and the Service Provider, the Service Provider may be in, or come into, possession of information or data which is not available to the public and which constitute trade secrets, know-how, and confidential information or are otherwise considered secret by the Investor (hereinafter "Information").

8.2 In consideration of the receipt of such Information and the benefits it receives under this Agreement, the Service Provider agrees to maintain such Information in the utmost of confidence; to use such Information solely in connection with the business relationship created by this Agreement; and to take all measures necessary to protect such Information from disclosure.

9. SEVERABILITY

9.1 If any provision of this Agreement herein appearing or part thereof or any document incorporated is rendered void, illegal or unenforceable for whatever reason in any respect under any law, it is hereby declared that, provided that such invalidity or unenforceability shall not substantially nullify the underlying intent of this Agreement, such clause or document so affected shall not in any way affect or impair the validity, legality or enforceability of the other terms or provisions herein appearing which shall remain in full force and effect and shall be deemed to be an independent provision and the Investor shall be at liberty to have such provision severed from the rest of this Agreement.

10. CONTINUING COOPERATION

10.1 The Service Provider agrees that, in the event its services under this Agreement are terminated for any reason, it will provide full and complete cooperation to assure that the Investor data and documentation continue to be handled efficiently, safely and expeditiously during the transition of services to another service provider. In particular, and without affecting the generality of the foregoing, the Service Provider agrees that it shall not delay the transmission of data or documents,

whether or not such goods, data or documentation are in its control or possession, during any such transition.

11. SURVIVAL OF RIGHTS, DUTIES AND OBLIGATIONS

11.1 Termination of this Agreement for any cause shall release any Shareholder from any liability which at the time of termination has already accrued to other Shareholders or which thereafter may accrue in respect of any act or omission prior to such termination.

12. FORCE MAJEURE

12.1 Neither the Investor nor the Service Provider shall be liable for damages for any delay or failure or perform any of the terms and provisions of this Agreement arising from causes beyond its controls, including but not limited to, acts of God or public enemies, acts of civil or military authority, labor disputes, fires, riots, wars or conditions of war, embargoes, accidents, epidemics, floods, or other unusually severe weather, closing or obstruction of highways, bridges or ferries, any of which have a material, substantial and adverse effect on either parties ability to perform pursuant to the terms of this Agreement.

12.2 The party claiming force majeure shall notify the other party within twenty-four (24) hours of when it learns of the existence of such a condition and shall similarly notify the other within a period of two (2) days after the condition is remedied. If such condition of force majeure, however, is not remedied within seven (7) days, the unaffected party shall have the right to terminate this Agreement.

13. SEVERABILITY

13.1 In the event any phrase, clause, sentence, or other provision contained in this Agreement shall violate any applicable statute, ordinance, rule or Indonesia n law, such phrase, clause, sentence or provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

14. ENTIRE AGREEMENT

14.1 This Agreement represents the entire understanding of the Agreement and cannot be amended except in a writing signed by both parties. All prior discussions, understandings, negotiations and agreements are merged herein.

15. BINDING NATURE

15.1 This Agreement shall be binding on the Shareholders and their respective successors in title and permitted assigns or heirs, estate, personal representatives, administrators and executors, as the case may be.

16. FURTHER ASSURANCE

- 16.1 Each Shareholder shall co-operate with the other(s) and execute and deliver to the other(s) such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.
- 16.2 All contributions by the Investors shall be underwritten by the Investor Protection Fund (IPF) .The Service Provider shall follow the norms set by SEBI to ensure that up to 75% funds in the IPF are well separated and protected from any other liabilities and exposures. Apart from the settlement related penalties such as deliver default fine, all the other fines charged and collected by the brokerage will be a part of the Investor Protection Fund (IPF).

17. WAIVER

- 17.1 The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of all of its rights hereunder shall not operate as a continuing waiver of any of its rights exercisable under this Agreement.

18. PRECEDENCE

- 18.1 The terms of this Agreement shall be superior to and take precedence over, any trading conditions, standard terms and conditions, or forms issued by the Service Provider in the course of performing services under this Agreement and this Agreement shall govern in the event of a conflict.

19. TIME

- 19.1 Time shall be of the essence as regards the provisions of this Agreement, both as regards the times and periods mentioned herein and as regards any times or periods which may, by agreement between the Shareholders, be substituted for them.

20. TERMINATION

- 20.1 In the event, the Investor shall terminate this appointment pursuant to this Agreement and/ or request for an early refund of the Investor's contribution within 6 months from the date of this agreement, the company shall be entitled to charge the Investor an early termination fees amounting to 10% of the initial contribution minus the trading profit received by the Investor.
- 20.2 For the purposes of this agreement, early termination fees shall mean such fees, payment, charges and any other monetary compensation incurred by the Service Provider in lieu of the termination by the Investor and imposed by other third party facilitator such as related government agencies, security commission and financial institutions.
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IN WITNESS HEREOF by the parties have hereunto caused this Agreement to be duly executed by electronically accepting by clicking on the box below.
