



Blueberry
Markets

Blueberry Markets Pty Ltd

Introducing Broker Agreement

With

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Details of this Agreement

Date of the Agreement:

This Agreement is made on

Parties to the Agreement:

1. **Blueberry Markets Pty Ltd**
ACN: 606 959 335, 31 Egerton Street, Silverwater, NSW, Australia, 2128
(Blueberry Markets)
 2. **[insert Introducer name]**
[insert address]
(Introducer)
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Introduction to the Agreement

- A. Blueberry Markets is an issuer of, and deals in, derivative, foreign exchange and securities products.
- B. Blueberry Markets is an Authorised Representative (AR Number:1245440) of EightCap Pty Ltd who holds an Australian Financial Services Licence (AFSL: 391441).
- C. The Introducer wishes to refer its customers to Blueberry Markets and to obtain from Blueberry Markets for those customers execution and other services relating to transactions in Blueberry Markets Products.
- D. Blueberry Markets wishes to use the services of the Introducer to offer its products to customers of the Introducer, subject to the terms and conditions of this Agreement.

The Parties Agree as Follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires or implies, the following expressions have the meanings set opposite each of them:

Affiliates:	in relation to a party means: (a) a person who is an officer, employee, agent, representative or associate of the party; (b) a Related Body Corporate of the party; (c) a person who is an officer, employee, agent, representative or associate of a Related Body Corporate of a party;
Agreement:	this Agreement as supplemented, amended or varied from time to time;
Applicable Law:	all laws, procedures, standards and codes of practice that apply in relation to Blueberry Markets and the Blueberry Markets Products, including the Corporations Act, the ASIC Act, ASIC Policy and the Privacy Act (Cth) 1998, and the applicable laws or regulations of any other country, and including all relevant rules of Government Agencies, exchanges, trade and clearing associations and self-regulatory organisations;
Application to Open an Account:	Blueberry Markets' account opening form for Customers in force from time to time;
ASIC:	Australian Securities and Investments Commission;
ASIC Act:	the Australian Securities and Investments Commission Act 2001 of the Commonwealth of Australia;
ASIC Policy:	any relevant policy of ASIC that applies to Blueberry Markets and the Blueberry Markets Products;
Blueberry Markets' Intellectual Property:	all of Blueberry Markets' and Blueberry Markets' Affiliates' Intellectual Property Rights, including: (a) the domain name www.blueberrymarkets.com (b) all goodwill in the name "Blueberry Markets" and such other names used or registered by Blueberry Markets; (c) all Intellectual Property Rights arising out of, or in connection with, Blueberry Markets performing the Blueberry Markets Services; (d) all Intellectual Property Rights arising out of, or in connection

	with, the System and the Blueberry Markets Products;
Blueberry Markets Products:	(a) Margin FX Contracts; and (b) any other over-the-counter derivative product or financial instrument which Blueberry Markets may be authorised to offer to Customers from time to time and which Blueberry Markets agrees to offer to Customers;
Blueberry Markets' Representatives:	Blueberry Markets' representatives as set out in item 2 of the Schedule, and includes such other person or persons nominated by Blueberry Markets from time to time;
Blueberry Markets Services:	any financial service for which Blueberry Markets is authorised to offer to a Customer from time to time and which Blueberry Markets agrees to be offered to the Customer;
Business:	the business of Blueberry Markets as set out in paragraph A of the Introduction;
Business Day:	a day the banks are open for general banking business in Sydney, Australia, other than a Saturday, Sunday or public holiday;
Commencement Date:	the date on which both parties have executed this Agreement;
Corporations Act:	the Corporations Act 2001 of the Commonwealth of Australia;
Contract Period:	the period commencing on the Commencement Date and continuing for the Initial Term and thereafter until terminated in accordance with this Agreement;
Companies Act:	the Companies Act 2001
Customer:	a prospective customer or customer (who becomes a customer of Blueberry Markets) who is introduced to Blueberry Markets directly by the Introducer in accordance with the terms of this Agreement during the continuance of this Agreement, but excluding any person: (a) who is or was at any time during the period of 1 year immediately preceding the date of this Agreement a customer (or prospective customer) of Blueberry Markets (or an Affiliate of Blueberry Markets) whether or not the person had an active account with Blueberry Markets (or an Affiliate of Blueberry Markets); or (b) whose name or contact details have been provided to Blueberry Markets (or an Affiliate of Blueberry Markets) by any third party at any time during the period of 1 year immediately preceding the date of this Agreement; and excluding residents of the United States of America;

Customer Account:	an account opened by a Customer with Blueberry Markets;
Customer Agreement:	the agreement between a Customer and Blueberry Markets under which Blueberry Markets deals in the Blueberry Markets Products, as amended from time to time;
Derivative:	has the same meaning as in section 761D of the Corporations Act;
Dollars, \$A and \$:	the lawful currency of the Commonwealth of Australia;
Force Majeure:	any cause beyond a party's reasonable control including without limitation, acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, restrictions or prohibitions of any government or semi-government authority;
GST	any goods and services, value added, consumption or similar tax, duty or impost in respect of any relevant jurisdiction;
Government Agency:	a government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law;
Initial Term:	the initial term specified in item 4 of the Schedule;
Insolvency Event:	<p>an event which occurs when:</p> <ul style="list-style-type: none"> (a) an order is made that a body corporate be wound up; (b) an application is made to a court for an order: <ul style="list-style-type: none"> (i) that a body corporate be wound up; (ii) appointing a liquidator or provisional liquidator for a body corporate; (c) a liquidator, provisional liquidator or controller is appointed to a body corporate; (d) a resolution is passed to appoint an administrator to a body corporate; (e) a body corporate passes a resolution or gives notice of its intention to pass a resolution to wind itself up; (f) a body corporate enters into a deed of company arrangement or proposes a reorganisation, moratorium or other administration involving all or any of its creditors; (g) a body corporate is dissolved or wound up in any other way; (h) a body corporate is or states that it is unable to pay its debts when they fall due; (i) a body corporate is or states that it is insolvent; (j) a body corporate seeks or obtains protection from any of its creditors under any legislation; (k) an individual becomes insolvent or commits an act of bankruptcy or his or her estate comes within the law dealing with bankrupts; or

	(l) if execution is levied against the business or property of a person for more than \$20,000.00; or any other event having substantially the same legal effect as the events specified in this definition;
Intellectual Property Rights:	all and any business names, copyrights, patents, patent applications, trademarks, service marks, trade names, emblems logos, domain names, internet addresses, email addresses, designs, trade secrets, drawings, discoveries, inventions, improvements, technical data, formulae, computer programs, data bases, processes and methodologies owned or used, including: (a) know-how; (b) the right to apply for registration of such industrial, commercial, monopoly and intellectual property rights and includes all renewals and extensions; and (c) all rights and licence to use any industrial, commercial, monopoly and intellectual property rights;
Introducer Rebate:	the rebate specified in item 3 of the Schedule, as amended from time in writing by the mutual agreement of the parties;
Margin FX Contracts:	margin contracts between Blueberry Markets and Customers for the taking of spot or forward positions in a foreign currency;
PDS:	the current Product Disclosure Statement prepared by Blueberry Markets in accordance with the Corporations Act and ASIC Policy, and includes the current Financial Services Guide;
Procedures:	any written reasonable procedures established by Blueberry Markets from time to time in relation to the Specified Services and the activities of the Introducer, including all relevant Blueberry Markets compliance manuals;
Regulatory Request:	has the meaning given to that term in clause 3.5
Related Body Corporate:	has the same meaning as in section 9 of the Corporations Act;
Statement of Account:	the monthly record of Transactions entered into between Blueberry Markets and the Customer and the confirmation of the Customer's balances held with Blueberry Markets;
Subject Documents:	has the meaning given to that term in paragraph 3.5(b);
Specified Services	means all activities undertaken by the Introducer directly or indirectly in connection with: a) arranging for Clients to deal in Blueberry Markets' products with

	Blueberry Markets; and b) this Agreement;
System:	the electronic platform comprising trade, routing, middle office and back end systems required to effect a Transaction;
Term:	the period commencing on the Commencement Date and continuing until terminated in accordance with this Agreement;
Trade:	a transaction between Blueberry Markets and the Customer in a Blueberry Markets Product;
Transaction:	the entry into, purchase, subscription, sale or other dealing by a Customer of, for, in or in relation to a Blueberry Markets Product;
Transaction Confirmation:	a written or electronic confirmation of a Transaction issued by Blueberry Markets to the Customer;
Transaction Documents:	the following documents, as amended from time to time: (a) the Customer Agreement; (b) any prospectus in relation to Blueberry Markets Products; (c) any other documentation prescribed by Blueberry Markets from time to time; and (d) any other documents required by any Applicable Law to be given to the Customer, including any additional disclosure documents.

1.2 Interpretation

In this Agreement:

- (a) headings and boldings are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (e) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (f) a reference to any thing (including, but not limited to, any right) includes a part of that thing but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;

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- (g) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any annexure, exhibit and schedule;
 - (h) a reference to a statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
 - (i) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
 - (j) a reference to a party to a document includes that party's successors and permitted assigns;
 - (k) a reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
 - (l) a reference to an asset includes all property of any nature, including, but not limited to, a business, and all rights, revenues and benefits;
 - (m) a reference to a document includes any agreement in writing and any certificate, notice, instrument or other document of any kind;
 - (n) the words "includes", "including", "for example" or "such as" when introducing a list of items do not exclude a reference to other items, whether of the same class or genus or not;
 - (o) a reference to a body, other than a party to this Agreement (including, without limitation, an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body;

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2. INTRODUCTION OF CUSTOMERS

2.1 Referral of Customers

The Introducer agrees to refer Customers to Blueberry Markets for the purposes of, and to enable Customers to deal in, the Blueberry Markets Products for the Contract Period and on the terms and conditions of this Agreement.

Blueberry Markets will have no obligation to accept as its client a person introduced or referred to it by the Introducer. The Introducer shall have no authority to bind Blueberry Markets in any way.

3. INTRODUCER DUTIES AND PERFORMANCE

3.1 Scope of Authority

The Introducer must provide the Specified Introduction Services in accordance with the Procedures and within any limits imposed by Blueberry Markets.

3.2 Report to Blueberry Markets' Representative

The Introducer will report directly and exclusively to Blueberry Markets' Representatives or any other person as Blueberry Markets' Representatives may direct, in relation to the Specified Services.

3.3 Compliance with Directions

The Introducer must comply with all lawful directions given to it through:

- (a) Blueberry Markets' Representatives; and
- (b) any person duly authorised by Blueberry Markets' Representatives, in relation to the Specified Services.

3.4 General Duties of Introducer

The Introducer must:

- (a) carry out the Specified Services honestly, professionally and with due care and skill;
- (b) maintain proper business records regarding the provision of the Specified Services and permit Blueberry Markets to inspect such business records at all reasonable times upon receiving reasonable notice from Blueberry Markets;
- (c) disclose to each Customer to whom Specified Services are provided the Fees that the Introducer is entitled to receive from Blueberry Markets arising out of or in connection with the provision of the Specified Services;
- (d) comply with the Corporations Act, ASIC Policy and the Procedures when performing the Specified Services.
- (e) upon being notified by Blueberry Markets that it has terminated this Agreement, it will immediately stop providing any Specified Services; and

3.5 Duties in Relation to Regulatory Request

- (a) Upon receipt of any communication issued by or on behalf of any other Government Agency or self-regulatory agency to the Introducer, concerning any investigation or disciplinary proceeding related to the Introducer, any client of Blueberry Markets ("**Regulatory Request**"), the Introducer must give a copy of the communication promptly to Blueberry Markets.
- (b) To the extent permitted by law, the Parties must assist each other in addressing any Regulatory Request by providing, immediately following receipt of a request in writing in that regard, a true copy of any and all correspondence, file notes, memoranda or any other communication, notation or other written, electronic or recorded instrument in relation to the subject matter of the Regulatory Request in the possession of the Introducer ("**Subject Documents**").
- (c) In the event that any Subject Documents are in the possession of a third party, the Introducer must use its best efforts to obtain the Subject Documents and immediately deliver them to Blueberry Markets.

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- (d) If, despite the best efforts of the Introducer, a third party declines to hand-over the Subject Documents in its possession to the Introducer, the Introducer must advise Blueberry Markets in writing of such refusal and must provide the name and address of the third party to Blueberry Markets, whereupon Blueberry Markets may, in its absolute discretion, elect to directly contact such third party for the purpose of obtaining the Subject Documents.

3.6 Disclosure of Conflict of Interest

In the event that the Introducer is aware that it:

- (a) has a direct or indirect interest; or
- (b) holds any office or possesses any property,

that may directly or indirectly create a conflict with the Introducer's duties or responsibilities, the Introducer must declare the fact and the nature, character and extent of its interest or the conflict or potential conflict to Blueberry Markets as soon as practicable after becoming aware of the conflict of interest.

3.7 Other Business Activities

Blueberry Markets and the Introducer acknowledge and agree that the Introducer may engage in other business activities during the Term.

3.8 Provided on a Non-Exclusive Basis

The Specified Services to be provided by the Introducer are provided to Blueberry Markets on a non-exclusive basis and, the Introducer has the right to provide the same services to other parties of its choosing without any limitation and without reference to, or the need to obtain the consent of, Blueberry Markets.

4. OBLIGATIONS OF THE INTRODUCER

4.1 Compliance with laws

During the term of this Agreement and in consideration of Blueberry Markets providing the Blueberry Markets Services contemplated by this Agreement Introducer must:

- (a) comply with all Applicable Law, to the extent such provisions are applicable to the Introducer and the dealings between the Introducer and each of its Clients, including providing Clients with:
 - (i) disclosure of the Fees the Introducer will receive from Blueberry Markets, including all details required by Clause 3.4(c).
 - (ii) provide Blueberry Markets, upon request, with copies of documents and information which are reasonably relevant for the operation of this Agreement;
- (b) provide Blueberry Markets with a confirmation that it is authorised or licensed as required to carry on the Specified Services or a legal sign-off that the Introducer is exempt from the requirement to be authorised or licensed in relation to carrying on of the Specified Services.

4.2 Duties in relation to Customers

In addition to all other obligations imposed by this Agreement, Introducer is responsible for the following.

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- (c) subject to all applicable privacy and data protection laws in the relevant jurisdictions, the Introducer may maintain a record of all facts in the Introducer's possession about the Customers.
 - (d) If required by Blueberry Markets, the Introducer must explain in writing, by electronic mail or otherwise as required by Blueberry Markets, to Customers, in a form and substance approved by Blueberry Markets, the relationship between the Introducer and Blueberry Markets including, the fact:
 - (i) that Blueberry Markets and the Introducer are separate business entities and are not affiliated in any way;
 - (ii) that Blueberry Markets will execute transactions for Customers solely as principal and that Blueberry Markets will deal on an execution only basis and will not provide personal financial advice on the merits of any Transaction;
 - (iii) that the Transaction Documents do not constitute a recommendation or opinion that Blueberry Markets Products are appropriate for the Customer;
 - (iv) that to the extent the Introducer provides a Customer with advice in respect of the Blueberry Markets Products or particular trading advice, such advice or opinions are rendered by the Introducer without the consultation, knowledge or approval of Blueberry Markets.

4.3 Customer Moneys

- (e) The Introducer must not accept any money, securities or other property (or extend credit) to margin, guarantee or secure any Transaction.
- (f) Any moneys received from Customers that are payable to Blueberry Markets must be transmitted directly to Blueberry Markets on the same day upon which they are received by the Introducer.
- (g) For the avoidance of doubt, the Introducer must not give instructions to transfer funds out of the Customer's account and Blueberry Markets will not be obliged to comply with any such instructions unless specifically authorised by the Customer to do so.

4.4 Marketing

The Introducer must not without the prior written consent of Blueberry Markets' Representatives:

- (i) circulate written information or make available any other written material, including any newspaper or magazine advertisement, sales literature or marketing material, in relation to Blueberry Markets;
- (ii) use the letterhead or logo of Blueberry Markets or in any other manner make any reference to Blueberry Markets on the Introducer's own letterhead;
- (iii) use Blueberry Markets' Intellectual Property;
- (iv) make or purport to make any representation on behalf of Blueberry Markets;
- (v) provide information of any kind relating to Blueberry Markets to the press by way of interviews, press releases or otherwise.

4.5 Promotional Material

- (h) During the Term, the Introducer must provide Blueberry Markets with drafts of all written information, advertisements and other material, including electronic material, to be circulated by it, and which relates to or mentions Blueberry Markets ("**Promotional Material**"), prior to the proposed date of publication and must not release or cause the Promotional Material to be published or distributed until

written approval is obtained from Blueberry Markets' Representatives.

- (i) Blueberry Markets reserves the right at any time to withdraw its approval of Promotional Material.
- (j) If Blueberry Markets withdraws its approval in accordance with paragraph 3.5(b) the Introducer undertakes to immediately stop distributing such Promotional Material.

4.6 Press Enquiries

The Introducer must not respond on behalf of Blueberry Markets to any enquiries or requests for information received from the press relating to Blueberry Markets and must, unless from time to time notified otherwise by Blueberry Markets in writing, decline to answer and refer all such enquiries and requests to Blueberry Markets.

5. PROVISION OF SERVICES BY BLUEBERRY MARKETS

5.1 Blueberry Markets Services

Subject to the terms and conditions of this Agreement and Blueberry Markets' Transaction Documents and agreement between Blueberry Markets and the Customers as to the terms of the Blueberry Markets Services to be provided, Blueberry Markets will provide the Blueberry Markets Services (including undertaking Transactions) to the Customers.

5.2 Services Provided on a Non-Exclusive Basis

The services to be provided by Blueberry Markets as contemplated by this Agreement are provided to the Introducer and Customers on a non-exclusive basis and Blueberry Markets has the right to enter into similar introducing agreements with other parties of its choosing, without reference to, or the need to obtain the consent of, the Introducer.

5.3 Services to Customers

Blueberry Markets must perform the following services, subject always to Blueberry Markets' Transaction Documents and the Applicable Law:

- (a) accept instructions from the Customer;
- (b) prepare and transmit by electronic mail and/or send by post Transaction Confirmations and daily Statements of Account to the Customers and engage in all administrative functions for the Customer Accounts,

provided:

- (c) the Customer has completed and signed the relevant Application to Open an Account;
- (d) the Customer has executed the Customer Agreement.

5.4 Blueberry Markets to Deal Directly with the Customer

- (a) Blueberry Markets will communicate requests for security, collateral and margin directly to the Customer, with a copy to the Introducer, if required by the Introducer.
- (b) All Transactions will be concluded directly between Blueberry Markets and the Customers.
- (c) The Introducer is not granted authority to conclude any Transaction with the

Customers on behalf of Blueberry Markets.

- (d) Blueberry Markets may take any action it deems necessary and proper on behalf of any Customer or Customer's account, without any notice to the Introducer, at Blueberry Markets' sole discretion and judgment, for the protection of the Customer's account.
- (e) Blueberry Markets may take any action it is authorised to take under the Customer Agreement in respect of any Customer or Customer's account, without any notice to the Introducer, at Blueberry Markets' sole discretion and judgment, for the protection of Blueberry Markets' interests and rights.

5.5 Blueberry Markets' Discretion

- (a) Blueberry Markets may in its absolute discretion:
 - (i) reject any prospective Customer; or
 - (ii) refuse to deal with a Customer; or
 - (iii) terminate any agreement it has with a Customer.
- (b) Subject to any Applicable Law, Blueberry Markets will notify the Introducer in writing on the occurrence of any of events specified in paragraph 5.5(a).

5.6 Statement of Account

Blueberry Markets must prepare and send to the Introducer within 15 Business Days of the end of a month, a Statement of Account in relation to that month.

5.7 Reporting by Blueberry Markets to Introducer

- (a) On or before the 15th day following the end of a calendar month, Blueberry Markets shall provide to the Introducer:
 - (i) For all Customers referred to Blueberry Markets:
 - (A) First and last names
 - (B) Country of residence
 - (C) Phone number
 - (D) Email
 - (ii) Provide the following information in comparison to previous months of:
 - (A) Number of Introduced Customer Accounts
 - (B) Rebates generated from Introduced Customer Accounts for the calendar month;
 - (C) Number of active Introduced Customer Accounts for the calendar month;
 - (D) Total number of trades on Introduced Customer Accounts in the calendar month;
 - (E) Number of new Introduced Customer Accounts; and

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- (F) Total Volume of Transactions conducted on Introduced Customer Accounts.
 - (G) Monthly total deposits;
 - (H) Monthly total withdrawals;
 - (I) Net deposits;
 - (J) Total account balance of all clients;
 - (K) Number of leads sent
- (b) This clause 5.7 survives Termination and continues until payment of the Fees for the Specified Services lapses.
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6. TERM OF AGREEMENT

6.1 Initial Term

- (a) This Agreement commences upon the Commencement Date and continues for the Initial Term unless earlier terminated in accordance with the terms and conditions of this Agreement.
- (b) After the expiry of the Initial Term:
 - (i) (where not earlier terminated) this Agreement continues until terminated in accordance with the terms and conditions of this Agreement; and
 - (ii) either party may terminate this Agreement by giving not less than 3 months' written notice to the other party.

6.2 Termination by Either Party

Either party may terminate this Agreement with immediate effect by notice in writing on the occurrence of any or all of the following events:

- (a) if the other party commits a breach of its obligations under this Agreement and if capable of remedy, its fails to remedy the breach within 30 days' notice in writing requiring it to do so; or
- (b) an Insolvency Event occurs in relation to another Party.

6.3 Termination by Blueberry Markets

Blueberry Markets may terminate this Agreement with immediate effect if:

- (a) Blueberry Markets ceases provision of the Blueberry Markets Services or the Blueberry Markets Products at its absolute discretion;
- (b) the Introducer is persistently in default in the performance or observance of any obligation on its part arising under this Agreement;
- (c) the Introducer or any of its officers, agents or employees are charged with any criminal offence which in the reasonable opinion of Blueberry Markets brings the Introducer or Blueberry Markets and its Affiliates into serious disrepute;

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- (d) the Introducer or any of its officers, agents or employees are charged or investigated by ASIC or a Governmental Agency in respect of any dealing in securities or derivatives;
 - (e) the Introducer assigns this Agreement in breach of clause 18;
 - (f) the Introducer or any of its Affiliates do or say anything which may objectively be considered to be harmful to the reputation or interests of Blueberry Markets or which may objectively be considered likely to lead any person to reduce their level of business with Blueberry Markets.
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7. REBATES

7.1 Introducer Rebates

- (a) In consideration of the provision by the Introducer of its Specified Services to Blueberry Markets as contemplated under this Agreement, Blueberry Markets must pay the Introducer Rebate to the Introducer at the times specified in item 3 of the Schedule.
- (b) Despite 7.1(a), Blueberry Markets reserves the right (in its absolute discretion) not to pay an Introducer Rebate to the Introducer for any Transactions in excess of a Customer's position limit with Blueberry Markets, to the extent Blueberry Markets has advised the Customer of the position limits or the Introducer is otherwise aware of them.

The fact that Blueberry Markets pays rebates for any Trades in excess of a position limit does not amount to an election on the part of Blueberry Markets to pay rebates on other Trades where a position limit has been exceeded (whether for the same or a different Customer; nor does such action amount to any waiver of Blueberry Markets' rights under this clause 7.1.

8. RELATIONSHIP BETWEEN BLUEBERRY MARKETS, THE INTRODUCER AND INTRODUCED CUSTOMERS

- (a) The relationship between Blueberry Markets and Customers is regulated by the Customer Agreement only and the Introducer has no rights in connection with or in relation to the Customer Agreement and must not in any way interfere with the Customer Agreement or its operation whether such interference is lawful or otherwise.
- (b) Blueberry Markets is under no obligation to accept instructions from any Customer or from the Introducer on behalf of any Customer otherwise than as provided in the Customer Agreement and any discretionary powers or rights of Blueberry Markets under the Customer Agreement in relation to Trades applies to any Trades undertaken with Customers in connection with or arising from this Agreement.
- (c) Blueberry Markets may provide, or cause to be provided, to each Customer upon the opening of a Customer Account or at any time thereafter, notice of the existence of this Agreement and/or of any of its terms and/or its relationship with the Introducer and its fee arrangements with the Introducer, whether such disclosure is required under the Customer Agreement or by law or regulation or not.

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- (d) Blueberry Markets will not accept any instructions from any Customer unless and until the Customer has executed and there has been returned to Blueberry Markets a duly executed Customer Agreement.
 - (e) Blueberry Markets will not accept any instructions from the Introducer on behalf of any Customer unless and until:
 - (i) the Introducer is duly authorised to provide such instructions under a subsisting Power of Attorney;
 - (ii) the Introducer has provided Blueberry Markets with a true copy of such subsisting Power of Attorney.
 - (f) In the event of any inconsistency between the terms and conditions of this Agreement and any Customer Agreement, the terms and conditions of the Customer Agreement prevail.

9. RELATIONSHIP BETWEEN PARTIES

9.1 Supervision

Blueberry Markets and the Introducer will, independently of one another, supervise the activities and training of their respective officers, employees and agents in the performance of their functions, and neither will be responsible for the other's officers, employees and agents.

9.2 Assistance to comply with Applicable Law

If Blueberry Markets or the Introducer or their Affiliates are required by any Applicable Law to obtain or disclose any information each of them must use all reasonable endeavours to assist the other to comply under any Applicable Law with their respective obligations.

9.3 Liability

The Introducer must not and has no power or authority to incur any liability on behalf of Blueberry Markets or its Affiliates or in any way to pledge the credit of Blueberry Markets or its Affiliates or accept or make any contract binding upon Blueberry Markets or its Affiliates or give or make any warranty or representation on their behalf.

9.4 No partnership, etc.

The relationship of the Introducer and Blueberry Markets is that of independent contractor and nothing in this Agreement:

- (a) creates or will be deemed to create a partnership, a joint venture, the relationship of principal and agent or employee and employer or any other relationship as between the Introducer and Blueberry Markets; or
 - (b) authorises the Introducer to act, or to enter into any contract or other agreement, on behalf of, or bind Blueberry Markets except as otherwise expressly provided in this Agreement.
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10. COMPLAINTS

The Introducer must promptly notify Blueberry Markets in writing of any Customer complaints, disputes and lawsuits and make available to Blueberry Markets all written communications, notices, and any other documents issued or received with respect to such complaints.

11. PROPRIETARY RIGHTS

- (a) The Introducer acknowledges that it does not acquire any right, title or interest in, or to, Blueberry Markets' Intellectual Property by virtue of this Agreement and the Introducer hereby agrees that the benefit of all use at all times ensures solely to Blueberry Markets and its Affiliates.
- (b) The Introducer must not do anything or cause anything to be done that would prejudice Blueberry Markets' right, title and interest in 'Blueberry Markets' Intellectual Property

12. TAXES

12.1 Taxes, etc.

- (a) The Introducer is an independent contractor and as such is liable for any taxes, insurance contributions or any other assessments incurred by it in the course of its business generally and in relation to this Agreement.
- (b) The Introducer agrees and undertakes to continuously indemnify Blueberry Markets for any and all taxes, assessments and charges levied upon Blueberry Markets or its Affiliates in connection with the provision by Blueberry Markets of the services as contemplated by this Agreement, except for taxes levied upon Blueberry Markets in relation to its overall income.

13. Restraints

13.1 Restraints

Subject to clause 6.3, following Termination, the Introducer shall not, for a period of 12 months solicit or canvass any Introduced Customers with a view to conducting with such customer business similar to that conducted by Blueberry Markets or otherwise transfer the Introduced Customer's derivative transactions away from Blueberry Markets. .

13.2 Interpretation of Clause 13

- (a) It is intended by the parties that the restraints contained in Clause 13.1 operate to the maximum extent.
- (b) The Introducer agrees and acknowledges that in relation to this Agreement and in particular this Clause 13.1 it has either:
 - (i) received legal advice; or
 - (ii) had the opportunity of obtaining legal advice and chosen not to do so.

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- (c) The Introducer agrees and acknowledges that the duration, extent and application of the restrictions contained in Clause 13.1 are not greater than is reasonably necessary for the protection of the interests of Blueberry Markets but that, if such restriction is adduced by any court of competent jurisdiction to be void or unenforceable but would be valid if part of the wording of this Clause 13.1 were deleted and/or the period was reduced, those restrictions apply with such modifications as may be necessary to make this Clause 13.1 valid and effective.
 - (d) In the event of any breach by the Introducer or its Affiliates of their obligations under this Clause 13.1 then, in addition, and without prejudice to any other remedy which Blueberry Markets may have, Blueberry Markets is entitled to seek and obtain injunctive relief in any court of competent jurisdiction.

13.3 Blueberry Markets not to solicit Clients

Upon Termination of this Agreement, Blueberry Markets shall not contact, solicit or entice or endeavour to contact, solicit or entice any Introduced Customer, customer or lead introduced by Introducer except for the purposes of maintaining the Introduced Customers' Accounts.

14. WARRANTIES DISCLAIMED AND EXCLUDED

- (a) All warranties, express and implied as to the description, quality, performance or fitness for the purposes of the Introducer and/or any Customer of the System or any component of the System, Blueberry Markets Services are disclaimed and excluded.
- (b) Blueberry Markets and its Affiliates do not warrant or forecast that the System and Blueberry Markets Services or any component of the System and Blueberry Markets Services will meet the requirements of the Introducer and/or any Customer, or that the operation of the System and Blueberry Markets Services will be uninterrupted, error-free and free of any viruses or bugs.
- (c) Where any legislation or regulation implies in this Agreement any term, condition or warranty, and makes void or prohibits excluding or modifying the application of or exercise of, or liability under such term, condition or warranty, such term, condition or warranty will be deemed to be included in this Agreement. However, the liability of Blueberry Markets for any breach of such term, condition or warranty will be limited, at the option of Blueberry Markets, to any one or more of the following:
 - (i) if the breach relates to goods:
 - (A) the replacement of the goods or the supply of equivalent or similar goods,
 - (B) the repair of the goods,
 - (C) the payment of the cost of repairing the goods or of acquiring equivalent goods, or
 - (D) the payment of the cost of having the goods repaired; or

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- (ii) if the breach relates to services:
 - (A) the supplying of the services again, or
 - (B) the payment of the cost of having the services supplied again.
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15. LIMITATION OF LIABILITY & INDEMNIFICATION

15.1 Indemnity by Introducer

- (a) The Introducer agrees and undertakes to continuously indemnify Blueberry Markets and its Affiliates from and against any and all losses (including consequential losses), damages, and liabilities to which Blueberry Markets becomes subject at any time arising out of, or in connection, with:
 - (i) any:
 - (A) act or omission of the Introducer (whether directly or indirectly) in connection with its relationship with Blueberry Markets or any Customer;
 - (B) act or omission by the Introducer relating to (whether directly or indirectly) any of the Introducer's obligations under this Agreement,
 - (ii) any legal or administrative action brought by any person in any forum, including arbitration, reparations, exchange or self-regulatory proceedings, and Government Agency administrative actions arising out of or concerning any one or more of the matters specified in paragraph 15.1(a)(i);
- (b) All costs and expenses incurred by Blueberry Markets and any of its Affiliates arising out of, or in connection with, any matter described in paragraph 15.1(a) must be paid or reimbursed by the Introducer, as required by Blueberry Markets promptly on demand, including legal fees on a full indemnity basis and any other costs and expenses incurred in connection with:
 - (i) the investigation of, preparation for or defence of, any pending, threatened or actual litigation or claim or regulatory investigation or enquiry within the terms of the indemnity set out in paragraph 19.1(a) or any matter incidental to such litigation, claim, investigation or enquiry, whether or not resulting in any liability;
 - (ii) the enforcement by Blueberry Markets of its rights against the Customer under the Transaction Documents.
- (c) Blueberry Markets may deduct all amounts owing to it, or which it estimates may be owed to it, as a result of the operation of paragraph 15.1(a) from amounts payable to the Introducer under clause 15, and the Introducer will pay any remaining deficit to Blueberry Markets upon demand.
- (d) Blueberry Markets may enforce its rights under this clause 15.1 without first exhausting any rights Blueberry Markets may have against third parties, including the Customer.

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- (e) Blueberry Markets must promptly notify the Introducer under paragraph 15.1(a) in writing of any matter in respect of which indemnity or reimbursement may be sought under paragraph 15.1(a).

15.2 Limitation of Liability

- (a) Except in respect of personal injury to, or death of, any person (for which no limit applies) neither party is liable for any loss or damage to the property of any employee, agent, or otherwise of the other party.
- (b) Subject to paragraph 15.2(c), in no event will Blueberry Markets and its Affiliates be liable to the Introducer or any Customer for any losses (including consequential losses), damages, and liabilities caused by or arising from, whether directly or indirectly, any of the following:
 - (i) any failure by Blueberry Markets to perform any of its obligations under this Agreement;
 - (ii) any malfunctions, failures or errors in programming in relation to the System; or
 - (iii) any delay, fault, failure in or loss of access to the Blueberry Markets Services;
 - (iv) any failure, malfunction or defect of Blueberry Markets' and its Affiliates' software, hardware, electronic or mechanical equipment, or telecommunication channels or connections; or
 - (v) any delay or failure by Blueberry Markets or its operators in acting on an order or instruction from a Customer;
 - (vi) the inaccuracy or incompleteness of any information provided by Blueberry Markets, the Introducer, the Customer or any other third party;
 - (vii) the provision, storage, relay or use of any information by Blueberry Markets;
 - (viii) any delays, interruptions, errors or omissions in Blueberry Markets collecting, recording, processing, storing or disseminating information;
 - (ix) any failure by the Introducer to perform its obligations under this Agreement in whole or in part, or in a timely manner;
 - (x) any failure by the Company to make available information, materials, software, hardware, equipment and personnel as and when required under this Agreement;
 - (xi) any negligent or unlawful conduct by or on behalf of the Introducer and its employees, representatives, agents or any contractors;
- (c) In no event will Blueberry Markets be liable to the Introducer for any loss of interest, revenue, profit, or data or for any consequential, indirect, incidental, special, punitive or exemplary damages suffered by the Introducer arising from or in connection with this Agreement even if Blueberry Markets has been advised of the possibility of such loss or damage.
- (d) In no event will Blueberry Markets be held responsible for any trading losses

suffered by Customers in connection with dealing in the Blueberry Markets Products.

15.3 Legal Actions

If any action or proceeding is brought by or against any party, the parties must cooperate to the fullest extent possible in the defence or prosecution of such action or proceeding.

16. FORCE MAJEURE

16.1 Failure to perform

- (a) No party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure (other than obligations in relation to the payment of monies accruing prior to Force Majeure).
- (b) If a delay or failure of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.
- (c) If a delay or failure by a party to perform its obligations due to Force Majeure exceeds 5 Business Days, either party may immediately terminate the Agreement on providing notice in writing to the other party.

16.2 Notice

Any party who is, by reason of Force Majeure, unable to perform any obligation or condition under this Agreement must notify the other party as soon as possible specifying:

- (a) the cause and extent of such non-performance;
- (b) the date of commencement of non-performance; and
- (c) the means proposed to be adopted to remedy or abate the Force Majeure.

16.3 Remediating Force Majeure

A party who is, by reason of Force Majeure, unable to perform any obligation or condition under this Agreement must:

- (a) use all commercially reasonable endeavours to remedy or abate the Force Majeure as quickly as possible;
- (b) resume performance as quickly as possible after cessation of the Force Majeure; and
- (c) notify each party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur.

16.4 Non-performance

- (a) Subject to any other termination provisions a non-performance by either of the parties of any obligation or condition under this Agreement will be excused during the time and to the extent that such performance is prevented, wholly or in part, by an event of Force Majeure of which notice has been given under clause 16.2.

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- (b) The period of time during which performance of any obligation or condition is prevented by Force Majeure will be added to the time provided in this Agreement for performance of that obligation or condition and to the time required for the performance of any act dependent that obligation or condition.
 - (c) A party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this Agreement to be performed will not be liable to any other party for damages of any kind arising out of, or in any way connected with, that non-performance.
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17. WARRANTIES

17.1 Warranties

The Introducer gives the warranties in clause 17.4 in favour of Blueberry Markets:

- (a) as at the date of this Agreement; and
- (b) during the term of this Agreement.

17.2 Independent Warranties

Each warranty in this clause 17 is to be construed independently and is not limited by reference to any other warranty.

17.3 Indemnity

The Introducer must continuously indemnify Blueberry Markets from and against any and all claims, actions, damages, losses (including consequential loss), liability, cost, charge, expense, outgoing or payment which Blueberry Markets pays, suffers, incurs or is liable for, including legal fees on a full indemnity basis by reason of any matter or thing in respect of any matter or thing being other than as represented or warranted in clause 17.

17.4 Warranties of the Introducer

The Introducer represents and warrants for the benefit of Blueberry Markets that:

- (a) **transaction permitted:** the execution, delivery and performance by it of this Agreement does not and will not violate in any respect any provision of:
 - (i) any law, regulation, authorisation, ruling, consent, judgment, order or decree of any Governmental Agency; or
 - (ii) any encumbrance or document which is binding upon it or any asset of it; and
- (b) **insolvency:** it has not suffered an Insolvency Event;
- (c) **compliance:** it operates and conducts and will continue to operate and conduct its business in accordance with the requirements and conditions of any law, regulation, authorisation, ruling, consent, judgment, order or decree of any Governmental Agency or any Applicable Law;
- (d) **legal action:** there is not pending, or to the best of the knowledge of the Introducer, threatened, any action, suit or proceeding before or by any court or other Governmental Agency or self-regulatory organisation to which the Introducer or the Individual Representative is a party, or to which any of the assets of the Introducer are subject, which might reasonably be expected to result in any material adverse

change in the condition, financial or otherwise, of the Introducer;

- (e) **previous statements:** all statements and information provided by the Introducer directly or indirectly to Blueberry Markets are, to the best of the Introducer's knowledge, information and belief, true and accurate in every particular.

18. ASSIGNMENT

18.1 Assignment Approval

- (a) Subject to clauses 18.2 and 18.3 neither the rights nor the obligations of either party to this Agreement may be assigned, in whole or in part, or delegated by either party without the prior written approval of the other party, which approval will not be unreasonably withheld or delayed.
- (b) Blueberry Markets may assign this Agreement to any Affiliate or subsidiary of Blueberry Markets or to any entity which succeeds to Blueberry Markets' business without consent of the Introducer. However, in that event, Blueberry Markets must notify the Introducer in writing within a reasonable period following such assignment.

18.2 Deemed Assignment by the Introducer

An Introducer must give 5 Business Days' notice of:

- (a) a material change in the management, ownership or control of either Introducer and in particular, any change in the director or shareholder of that Introducer;
- (b) a material change in the management, ownership or control of the trust of which an Introducer is trustee,

and in the event that Blueberry Markets does not approve the change or changes, the event will constitute an unlawful assignment of this Agreement allowing Blueberry Markets to immediately terminate this Agreement under clause 6.3.

18.3 Delegation by Blueberry Markets

Blueberry Markets may delegate any of its obligations under this Agreement to, or exercise any of its rights under this Agreement through, any Affiliate.

19. CONFIDENTIALITY

19.1 Confidential Information

- (a) Each party must provide to the other party such information as the other may require in connection with the performance of such party's obligations under this Agreement. The parties may exchange business information, customer lists and otherwise, which may be confidential, proprietary and/or trade secret in nature. Any information, documents or objects of a confidential nature (whether or not expressly marked as confidential) must be treated by the recipient as confidential ("**Confidential Information**"). For the avoidance of doubt, any and all Intellectual Property Rights of a party are deemed to be Confidential Information.

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- (b) Each party must:
 - (i) not use Confidential Information of the other party other than for the purposes of this Agreement; and
 - (ii) not disclose Confidential Information to any other party (except to such party's employees and agents who need to know for the purposes of this Agreement and except as may be required by any Applicable Law) without the prior written consent of the provider.
 - (iii) Upon the termination of this Agreement, however occurring, all such Confidential Information must be promptly returned by the recipient to the provider of the Confidential Information.
 - (c) Subject to clause 19.2, the provisions of this clause 19 survive the termination or expiration of this Agreement.

19.2 Customers

- (a) The Introducer agrees and acknowledges that all information in respect of the Customers obtained by Blueberry Markets is confidential as between Blueberry Markets and the Customer and that Blueberry Markets is under no obligation to disclose such information to the Introducer except as set out in paragraph 19.2(b).
- (b) Subject to any Applicable Law, Blueberry Markets will provide the Introducer with:
 - (i) the names and addresses of the Introducer clients accepted as a Customer by Blueberry Markets;
 - (ii) any other Customer information that Blueberry Markets is authorised to disclose to the Introducer by the clients accepted as Customers by Blueberry Markets.

20. NOTICES

20.1 General

A notice, demand, certifications or other communication under this document must be in writing, in the English language and may be given by an agent of the sender.

20.2 Method of Service

In addition to any means authorised by law a communication may be given by:

- (a) being personally served on a party;
- (b) being left at the party's current address for service;
- (c) being sent to the party's current address for service by pre-paid ordinary mail or if the address is outside Australia, by pre-paid air mail;
- (d) facsimile to the party's current numbers for service; or
- (e) being sent electronically to a party's current electronic mail address for service.

20.3 Address for Service

- (a) The address and numbers for service are initially:

Blueberry Markets:

Blueberry Markets Pty Ltd

31 Egerton Street, Silverwater, NSW, Australia, 2128

Telephone: +61 2 8039 7480

Email: dean.hyde@blueberrymarkets.com

The Introducer:

Name:

Address:

Contact Number:

Email:

- (b) A party may from time to time change its addresses or numbers for service by notice to the other party given in accordance with this clause 19.

20.4 Service

A communication given by:

- (a) post is deemed received if posted within Australia to an Australian address on the second Business Day after posting and in any other case, on the seventh Business Day after posting;
- (b) facsimile is deemed received when the sender's facsimile machine produces a transmission report stating that the facsimile was sent to the addressee's facsimile number;
- (c) by electronic mail is deemed received:
- (i) if the electronic message travels directly to the addressee, at the time when it enters the addressee's system; or
 - (ii) in all other cases, at the time when the electronic message enters the first system outside the control of the sender.

20.5 Form Received

A communication given by facsimile is deemed given in the form transmitted unless the message is not fully received in legible form and the addressee immediately notifies the sender of that fact.

20.6 Service After Hours

If a communication to a party is received by it:

- (a) after 5.00pm AEST; or

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- (b) on a day which is not a Business Day,
is deemed to have been received at the commencement of the next Business Day.
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21. MISCELLANEOUS

21.1 Governing Law and Jurisdiction

- (a) This Agreement is governed by the laws of the Commonwealth of Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Commonwealth of Australia.

21.2 Prohibition and Enforceability

- (a) Any provision of, or the application of any provision of, this Agreement or any right, power, authority, discretion or remedy of a party under this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- (c) The application of this clause 21.2 is not limited by any other provision of this Agreement in relation to severability, prohibition or enforceability.

21.3 Waivers

- (a) Waiver of any right, power, authority, discretion or remedy arising upon a breach of or default under this Agreement must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under this Agreement, does not result in a waiver of that right, power, authority, discretion or remedy.
- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this Agreement or default under this Agreement as constituting a waiver of that right, power, authority, discretion or remedy.
- (d) A party may not rely on any conduct of another party which does not amount to a breach of this Agreement as a defence to exercise of a right, power, authority, discretion or remedy by that other party.
- (e) This clause may not itself be waived except in writing.

21.4 Variation

A variation of any term of this Agreement must be in writing and signed by the parties.

21.5 Cumulative Rights

The rights, powers, authorities, discretions and remedies of a party under this Agreement do not exclude any other right, power, authority, discretion or remedy.

21.6 Continuation and Independence of Indemnities

- (a) Each indemnity of a party contained in this Agreement is a continuing obligation of that party despite:
 - (i) any settlement of account; or
 - (ii) the occurrence of any other thing,and remains in full force and effect until all money owing, contingently or otherwise, under the indemnity has been paid in full.
- (b) Each indemnity of a party contained in this Agreement is an additional, separate and independent obligation of that party and no one indemnity limits the generality of any other indemnity.

21.7 Non-merger

- (a) No provision of this Agreement merges upon the expiry or termination of this Agreement.
- (b) The obligations, representations and warranties of the parties contained in this Agreement survive the execution of this Agreement and the expiry or termination of this Agreement.

21.8 Further Assurances

Each party must do all things necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.

21.9 Entire Agreement

This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

21.10 Attorneys

Each of the attorneys executing this Agreement states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

21.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of the counterparts shall together constitute one and the same agreement.

22. SPECIAL CONDITIONS

The parties agree that the terms and conditions (if any) set out in item 5 of the Schedule are included in this Agreement.

Executed as an Agreement:

**EXECUTED by Blueberry Markets)
Pty Ltd by:)**

Signature

Full Name

Position Held

**Executed by the Introducer)
in the presence of:)**

Signature

Full Name

Position Held

SCHEDULE

1. The Introducer

Name:

Address: :

Contact Number: :

Email: :

2. Blueberry Markets' Representative

Dean Hyde

3. Introducer Rebate

Standard Spreads

0.4 pips per closed trade on introduced Margin FX trades round trip plus any additional mark-up applied by Blueberry Markets for all accounts.

Pro Spreads

\$2 (equivalent) per closed trade on Pro Spread accounts round trip per lot

The Introducer Rebate is calculated in respect of Trades by the Customers with Blueberry Markets. The Introducer Rebate will be calculated at the end of each month and payable monthly on the 15th Business Day after the end of that month.

All amounts set out above are inclusive of any GST.

4. Initial Term

1 year

5. Special Condition

Review of Performance

This Special Condition applies notwithstanding any other provision of this Agreement.

Blueberry Markets will apply a performance benchmark to the Introducer, which is a minimum of 15 Customers and/or of 500 lots within the first 3 months after the Commencement Date. Blueberry Markets reserves the right at its discretion to review the performance of the Introducer at the end of that period with the expectation that by this time, the Introducer will have met either of the previously mentioned minimums. Where an Introducer has not met these performance minimums, Blueberry Markets reserves the right to review the relationship with the Introducer and Blueberry Markets may at its discretion terminate with immediate effect the relationship and this Agreement.