SOFTWARE LICENSING AND SERVICES AGREEMENT

This Software Licensing and Services Agreement (the "Agreement") is made between:

First Party: Hybrid Solutions Middle East FZ-LLC, an FZ-LLC corporation incorporated in UAE, License No. 5006719, located at FDRK0813 Service Block, Al Jazirah Al Hamra, RAKEZ Business Zone-FZ, Ras Al Khaimah, United Arab Emirates, including its partners, subsidiaries, and affiliates ("First Party").

And

Second Party: _____

State of Incorporation: _____

Address: _____

Definitions

1. "Agreement" means this Broker Agreement including its Schedules.
2. "Effective Date" means the date when the Agreement takes effect.
3. "First Party" means Hybrid Solutions Middle East FZ-LLC, the provider of the Software.
4. "Second Party" means the broker using the Software.
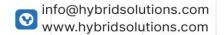5. "Software" means the trading platform provided by the First Party.

1. Grant of License

1.1 **License Grant:**
In exchange for good and valuable consideration, and contingent upon the Second Party's acceptance and continued compliance with this Agreement, the First Party grants the Second Party a limited, non-exclusive, non-transferable, and revocable license to install and use the Software as defined in Clause 1.2 on multiple computers and/or supported devices. The Second Party does not acquire any rights to use, without prior written consent, the terms or existence of this Agreement, the names, characters, artwork, designs, trade names, copyrighted materials, trademarks, or service marks of Hybrid Solutions Middle East FZ-LLC, its affiliates, agents, vendors, and licensors. The Software is provided in object code form only.

1.2 **Deliverables:**
Subject to Clauses 1.1 and 2, the VertexFX-Trader Backoffice System, Client System, and Server Applications provided by the First Party under this Agreement consist of the following (the "Software"):

1.2.1 **Backoffice System:**
A manager and dealing system, customizable with various system privileges allowing the Second Party to create dealers based on business needs: Managers, Moderators, Dealers, Chief Dealers, or any customizable authority as deemed fit by the Second Party.

1.2.2 **Client System:**
The Client System can be distributed by the Second Party to its Clients, Brokers, or IBs based on the configuration of the Backoffice System. The Second Party may create offices, sub-offices, and add Clients under the chosen level. Usernames and passwords can be defined for the required Tree Node to log in and view the Tree Node Server Applications (for dedicated full system plans, not shared white-label ones). Server Applications include: (1) Gateway Server Application, (2) Currency Server (DDE based) connected to the Second Party's DDE feed provider of choice, and (3) History Server Application ("Server Applications").

1.2.3 **Branded Mobile:** Our development team builds branded mobile apps for clients. However, clients will be responsible for uploading the app to relevant app stores (e.g., Apple App Store, Google Play Store).

1.3 **Delivery:**
The Software will be delivered via a download link within 14 business days after the execution of this Agreement and receipt of all amounts due and payable as per the VertexFX order placed online on the First Party's website.

2. Scope of License, Limitations & Specifications
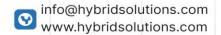
2.1 Restrictions:
The Second Party shall not:
(a) Use, copy, merge, make derivative works of, or transfer copies of the Software, except as authorized in this Agreement.
(b) Use the backup or archival copy of the Software for any purpose other than replacing the original copy if it is destroyed or defective.
(c) Rent, lease, sublicense, distribute, transfer, copy, modify, or timeshare the Software or any rights under this Agreement, except as expressly authorized.
(d) Provide unauthorized third parties with access to or use of the Software.
(e) Reverse engineer, disassemble, decompile, or attempt to access the source code of the Software, except as expressly permitted by law.
(f) Use the Software after any termination or cancellation of this license.

2.2 Compliance with Laws:
The Software is not intended for distribution to or use by any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the Second Party's responsibility to ascertain and comply with any local law or regulation.

2.3 Proprietary Rights:
This Agreement does not grant the Second Party any proprietary rights in the Software or any related information, including promotional material.

2.4 Client System Distribution:
Subject to Clause 5.2, the Second Party may distribute the Client System to its clients without additional fees and without separate licenses, provided that the clients agree to the EULA (http://www.hybridsolutions.com/EULA.pdf) supplied through the client terminal.

3. Payment Terms

3.1 License Fees:
The Second Party shall pay the initial license fees as specified in the VertexFX order placed online on the First Party's website.

3.2 Service Fees:
The Second Party shall pay the First Party for ongoing service and support as specified in the placed order. Payment of all fees should be made quarterly (every 3 months) in advance within 7 days from the issuance of the invoice by the First Party.

4. General Terms

4.1 Ownership License:
An Ownership License allows the Second Party to move the Software to its own server upon request and with the agreed fees. A Leasing License does not allow the Software to be moved to the Second Party's server, resold, or rights assigned without the First Party's written approval. The purchasing plan is set out in the agreement.

4.2 Demo Account:
The Second Party shall allow a DEMO account creation and testing for the Software on its website.

4.3 Support Exclusions:
The First Party is not responsible for supporting any Software Plug-Ins or Software Compatible APIs as defined in Clause 5.7.
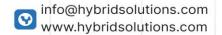
4.4 Backoffice System Download:
The First Party shall provide one download link for the Windows-based Backoffice System, which can only be copied for internal Software usage by the Second Party.

4.5 System Requirements:
The Second Party is responsible for maintaining appropriate computer hardware, operating systems, backup means, virus protection/security checks, and paying for any relevant third-party software programs to prevent damages or unauthorized access to the Software.

4.6 Document Validity:
The First Party shall assume the validity and authenticity of any documents, requests, waivers, consents, receipts, statutory declarations, or notices received in respect of this Agreement without liability.

4.7 **Maintenance and Support:**
The Second Party consents to the First Party providing maintenance and/or technical support to any end users of the Software as deemed fit by the First Party.

5. Second Party's Warranties & Representations

5.1 The Second Party must ensure their transactions and use of the Software comply with applicable laws and fulfill all legal obligations resulting from using the Software.

5.2 The Second Party must ensure that their clients receive and agree to the End User License Agreement before using the Software.

5.3 The First Party is not involved in any disputes between the Second Party and their clients and will be indemnified by the Second Party for any damages, losses, or expenses incurred in this context.

5.4 The Second Party is responsible for obtaining and maintaining currency feeds from an independent third party and the First Party disclaims any liability for issues caused by the currency vendor.

5.5 The Second Party must maintain proper computer hardware, operating systems, backups, and security measures to prevent damages or unauthorized access.

5.6 The Software must only be used for lawful purposes in compliance with anti-money laundering and anti-terrorism laws. The First Party can refuse or cancel services at its discretion if the Software is used illegally.

5.7 If the Second Party wishes to use a third-party Application Programming Interface (API), they must obtain a separate license from the First Party, as outlined in the ISV agreement available on the First Party's website. Failure to do so will result in liability under applicable intellectual property laws.

5.8 The Second Party cannot use the Software Compatible API without agreeing to the ISV terms. Any adverse effects on the Software due to the API are the Second Party's responsibility.

5.9 The Second Party must use the Software transparently and bear responsibility for any non-transparent actions related to their business dealings.

5.10 The Second Party warrants that their use of the Software is not intended to harm the First Party's market share or reputation.

5.11 The Second Party must not take any actions to harm the First Party's or the Software's reputations and must adhere to the highest ethical and professional standards.
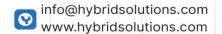
5.12 The Second Party must provide an objective description of the Software when comparing it with competitive software and must not make false statements about it.

5.13 Both parties must act in good faith and fair dealing in their obligations under this Agreement. The Second Party must not avoid their obligations or harm the Software's reputation.

5.14 The Second Party must provide comprehensive training to their employees on using the Software professionally.

5.15 For the duration of the Agreement and for twelve months after termination, the Second Party cannot solicit or hire any employee or contractor of the First Party without written consent.

5.16 The Second Party is solely responsible for obtaining their own data feed. The First Party is a technology provider, not a data feed provider, and therefore disclaims any responsibility for data feed stability within the system. The First Party can assist with the FIX data feed integration process if required.

6. Support

6.1 If leased, the Software must be hosted at the First Party's Data Center and cannot be transferred to the Second Party's location without an additional agreement. The Software will operate as long as the Second Party pays the Service Fee.

6.2 The Second Party is entitled to 24/6 technical support provided by the First Party, given compliance with the Agreement's terms.

6.3 The Second Party must communicate with the First Party's technical support department using designated support tools and channels with a 24-hour response time SLA.

6.4 The First Party will provide Software upgrades at their discretion if the Second Party complies with the Agreement's terms.

6.5 The Second Party will receive updates to the Software's Backoffice System and Client System if they comply with all terms and have paid the due fees. The First Party may sell new modules as they see fit, which are not considered part of regular updates or upgrades.

6.6 The First Party will prioritize fixing bugs and errors in the Software and will use reasonable efforts to address them upon awareness or notice from the Second Party.
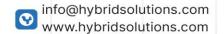
7. Third-Party Integrations

7.1 **Scope of Third-Party Integrations:** If the Second Party requests or requires the integration of third-party services or software, such integrations may involve additional resources and be considered a specific standalone project. This applies regardless of whether the third party is a global provider or is tailored specifically to the Second Party's business model.

7.2 **Additional Fees:** The Second Party acknowledges that any such third-party integrations may be subject to additional fees and charges. These fees will be calculated based on the resources required and the complexity of the integration.

7.3 **Agreement on Terms:** The specific terms, costs, and timelines for third-party integrations will be defined in a separate written agreement, which must be mutually agreed upon by both parties before any work on the integration begins.

8. Disclaimer of Warranties

8.1 The Software is provided "as is" without warranties of any kind. The First Party disclaims all express, implied, or statutory warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. No advice from the First Party creates a warranty.

9. General Disclaimers

9.1 The First Party is not liable for any termination, interruption, delay, or inaccuracy of the Software.

9.2 The First Party is not liable for any issues preventing access or use of the Software due to technical problems or other conditions beyond their control.

9.3 The First Party does not guarantee access or use of the Software at specific times or locations and is not liable for any downtime.

9.4 Certain features of the Software may still carry risks, and the Second Party uses them at their own risk.

9.5 The Second Party acknowledges the risks associated with trading and agrees that all trading is at their own risk. The First Party does not guarantee profits or prevent losses.

9.6 The First Party may modify the Software components without liability, and the Second Party must accept such modifications.

10. Intellectual Property

10.1 The First Party and its licensors own all rights, titles, and interests in the Software, including any intellectual property rights and any improvements or modifications.

10.2 The First Party owns all trade names, trademarks, and other distinctive brand features of the Software. The Second Party must remove all references to the Software if they cease to use it.

10.3 The Second Party may suggest improvements or modifications to the Software, but the First Party owns all rights to any implemented suggestions.

11. Confidentiality

11.1 The terms of this Agreement are confidential and must not be disclosed to third parties without the First Party's consent.

11.2 The Receiving Party must preserve the confidentiality of the Disclosing Party's Confidential Information and only use it as necessary to perform the Agreement.

11.3 In emergencies, the First Party may access the Second Party's server to solve technical problems and must report such access promptly.

12. Indemnity & Limitation of Liability

12.1 The Second Party accepts all risks of loss from using the Software and agrees to indemnify the First Party against any losses resulting from its use.

12.2 The Second Party must defend and indemnify the First Party against third-party claims arising from the Second Party's negligent or willful conduct.

12.3 The First Party is not liable for any damages arising from the use of the Software.

12.4 The First Party's liability is capped at the total license fees paid by the Second Party.

13. Notices

13.1 Notices must be delivered or sent to the relevant party's address or fax number as specified.

13.2 Notices are deemed delivered when received, sent by email, or actually delivered to the relevant address.

14. Assignment

14.1 Assignment by First Party. The First Party may at any time assign to any one or more person or entity all or any part of its rights, benefits, or obligations under or arising out of this Agreement provided it provides notice to the Second Party. For the avoidance of doubt, the consent of the Second Party is not required for any such assignment.

14.2 Assignment by Second Party. The Second Party may not assign to any one or more persons or entity any part of its rights, benefits, or obligations under or arising out of this Agreement without the prior written consent of the First Party. The consent may not be unreasonably withheld.

15. Termination

15.1 Either party may terminate this Agreement by giving notice of termination to the other party if the other party breaches any of its material obligations (other than the Second Party's failure to pay the fees under this Agreement) and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail.

15.2 Notice of Termination of this agreement should be delivered pursuant to Clause 11.1 two weeks before the end of the quarter. If notice is received prior to the two-week period, all invoices for those quarters will be due and payable.

15.3 Effects of Termination. All invoices due and payable before the First Party's receipt of the Notice of Termination will remain due and payable. For the avoidance of doubt, there are no refunds of any due and paid amounts to the First Party. Furthermore, Clauses 3, 10, 11, 12, 14.3, and 17 shall survive any termination of this Agreement, whether under Clause 14 or otherwise.

16. Governing Law & Jurisdiction

16.1 This Agreement is governed by the laws of the United Arab Emirates, without reference to its principles of conflicts of laws. The Second Party expressly agrees that exclusive jurisdiction and venue for any claim or dispute with the First Party relating in any way to the Second Party's use of the Software resides in the Courts of Dubai, UAE. The Second Party hereby irrevocably consents to the personal and exclusive jurisdiction and venue of these Courts.

17. Right to Compel Arbitration

17.1 The Second Party agrees to proceed with arbitration should the First Party elect to proceed in such a manner; however, the Second Party does not have the same or similar right to compel arbitration. If the Second Party files a claim in any court of law, or if the Second Party and First Party have a dispute and no claim has yet been filed, in either case, the First Party has the absolute right, solely in its discretion, to compel that dispute to be heard and resolved by binding arbitration. However, if the First Party decides to file a claim, the Second Party has no

corresponding right to compel arbitration. Any such arbitration between the Second Party and the First Party will be handled and conducted by and pursuant to the rules and procedures of the Dubai International Arbitration Center ("DIAC") using a three-member arbitration panel with the Second Party and the First Party each choosing one arbitrator and the two chosen selecting the third. The decision of the arbitrators will be final and unappealable and may be entered as a judgment in any appropriate court of law. To the extent any provisions of this Agreement are inconsistent with DIAC rules or procedures, such provisions shall prevail to the maximum extent DIAC rules and procedures permit the parties to stipulate and otherwise agree to such matters by contract.

18. General

18.1 The Second Party acknowledges and agrees that each provision of this Agreement that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk and is an integral part of this Agreement.

18.2 Amendment. Any amendments to this Agreement shall be written and agreed upon by the first party.

18.3 Waiver. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision, or condition hereof, whether similar nor shall such waiver constitute a continuing waiver of any such term, provision, or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

18.4 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision shall be enforced to the maximum extent possible, and the other provisions shall remain fully effective and enforceable.

18.5 Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed, or otherwise made impracticable by causes beyond the reasonable control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered, or delayed by such causes.

18.6 Language. It is the express wish of the parties that this Agreement be drawn up in the English language.

18.7 The Second Party acknowledges and agrees that each provision of this Agreement that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk and is an integral part of this Agreement.

18.8 Relationship of Parties. The Parties are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement shall not be construed to create or imply any partnership, agency, joint venture, or employer-employee relationship between the parties.

18.9 Counterparts. This Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

18.10 Taxes. Each Party shall bear its applicable taxes.

18.11 Headings. All headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18.12 Third Party Rights. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person not party to this Agreement shall have or acquire any right to enforce any term of it pursuant to that Act. Notwithstanding any term of this Agreement, no consent of any third party is required for any variation (including release or compromise of any liability) or termination of this Agreement.

18.13 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Software and supersedes any and all prior or contemporaneous communications, representations, statements, and understandings, whether oral or written, between the parties concerning the Software.

Hybrid Solutions Middle East FZ-LLC   **Second Party**

Name: _____   **Name:** _____

Signature: _____   **Signature:** _____

Date: _____   **Date:** _____