

**FIRST SCHEDULE**

Date:	
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**VANTU BANK**

Name:	Vantu Bank Limited
Address:	T19 Tana Russet Plaza, Kumul Highway, Port Vila, Efate, Vanuatu
Email:	tradedesk@vantubank.com

**INTRODUCER**

Name:	
Address:	
City:	
State/Province:	
Post/Zip Code:	
Country:	
Phone No:	
Skype:	
Email:	
Passport No:	
Passport Country of Issue:	
Passport Expiry:	

**THIS AGREEMENT** is made on the date and between the parties specified above in the First Schedule.

**RECITALS**

- (1) Vantu Bank operates the Vantu Bank SWIFT Trade Desk under licence from A.I. Private Capital Ltd. on which authorized traders may buy and sell Instruments securely and with confidence.
- (2) Trading on the Trade Desk will in the near future be moved to AI Private Exchange after which Vantu Bank will be a Master Reseller responsible for the conduct of trading by introducers of qualified traders and provider of support and banking services to introducers.
- (3) The Introducer has introduced one or more qualified customers to the Vantu Bank SWIFT Trade Desk and/or to a Member Bank on AI Private Exchange and is, therefore, qualified to participate in the trades as provided herein.
- (4) The Introducer has completed all necessary KYC and compliance procedures to open an

account with Vantu Bank for the purpose and Vantu Bank has opened an account in the name of the Introducer.

- (5) Vantu Bank is willing to provide to the Introducer a secured credit line to facilitate the trading by the Introducer hereunder on the terms and conditions set out below.

## **THE TERMS OF THIS AGREEMENT**

### **1. INTERPRETATION**

#### **(a) Definitions**

In this Agreement the following expressions shall, except where the context otherwise requires, have the meanings respectively set opposite them:

AI Private Exchange Customer	A Person who is a qualified client of a Bank Member on AI Private Exchange;
Buyer	The Person that will purchase the Instrument(s) from the Introducer at the Sell Price;
Buyer Price	The price that the Buyer agrees to pay for purchase of the Instrument(s) sold under a Transaction;
Cash Funds	Legally acquired currency that can be immediately used for the exchange of value between Persons;
Instrument	Bank Guarantee, Standby Letter of Credit, Bond, Medium Term Note or other cash-backed security;
KYC	Know Your Customer;
Person	any person or entity whether natural or juridical and any group of any such Persons
Seller	The Person that will sell the Asset(s) under a Transaction to the Introducer;
Seller Price	The price that the Seller agrees to accept for sale of the Instrument(s) purchased under a Transaction;
Term	The term of this Agreement as defined in clause 7;
Transaction	The sale of [an] Instrument(s) to the Introducer by a Seller and purchase by a Buyer from the Introducer hereunder;
Vantu Bank Customer	A Person who is a customer of Vantu Bank qualified to trade on the Vantu Bank SWIFT Trade Desk.

#### **(b) Other Provisions**

- (i) Reference to a Schedule is a reference to a Schedule to this Agreement, which Schedules are incorporated into and form part of this Agreement.
- (ii) The headings in this agreement are inserted only for convenience and shall not affect its construction.
- (iii) Where appropriate, words denoting a singular number only shall include the plural and vice versa and words denoting the masculine gender shall include the feminine and the corporate and vice versa.

- (iv) Where the definition of any Person named or referred to herein comprises more than one Person, then such definition shall be deemed to mean and include each and every one of the Persons included therein jointly and severally and the survivor or survivors of each of them.
- (v) The words “written” and “in writing” shall include any form of delivery of words which may be read by the human senses no matter on what medium stored or by what means delivered (and whether such medium exists at the date of this Agreement or is invented or discovered hereafter) on condition that:
  - (A) a copy of the relevant communication and a record of its delivery is kept in or on a durable medium by the party who delivers it; and
  - (B) the recipient is capable of storing it upon receipt in or on a durable medium.

## **2. INSERTION OF INTRODUCER INTO SWIFT TRADE DESK TRADES**

The Introducer shall introduce qualified buyers and sellers to the Vantu Bank SWIFT Trade Desk.

### **(a) Trading Authority for the Vantu Bank SWIFT Trade Desk**

For each Seller that the Introducer introduces to trade using Vantu Bank’s SWIFT Trade Desk, Vantu Bank shall execute the following Transactions for the account of the Introducer.

- (i) Vantu Bank shall purchase the Instrument from the Seller on behalf of the Introducer using the Introducer’s credit line provided by Vantu Bank.
- (ii) Vantu Bank shall immediately sell the Instrument to the Buyer on behalf of the Introducer.
- (iii) Vantu Bank will make all necessary decisions for buying and selling the Instrument(s) and execute all Transactions on the Vantu Bank SWIFT Trade Desk on behalf of the Introducer. The Introducer understands that this is a fully automated process that does not require human intervention.
- (iv) The Introducer is not entitled to be informed by Vantu Bank or AI Private Exchange as to the identity of any Buyer or Seller or the details of any Transaction conducted by any Vantu Bank Customer or AI Private Exchange Customer.

### **(b) Trading Formulas**

- (i) The Introducer understands that the Introducer will be slotted into a position between the Buyer and the Seller.
- (ii) These positions are grouped into the “Buy Pot” and the “Sell Pot”.
- (iii) If the Introducer introduces a Buyer on the Vantu Bank SWIFT Trade Desk or AI Private Exchange, then the Introducer shall be slotted into the Buy Pot.
- (iv) If the Introducer introduces a Seller on the Vantu Bank SWIFT Trade Desk or AI Private Exchange, then the Introducer shall be slotted into the Sell Pot.
- (v) The AI Private Exchange Customer or Vantu Bank Customer may from time to time elect to sell an Instrument on the Vantu Bank SWIFT Trade Desk or AI Private Exchange in which case the Introducer will be slotted in the Sell Pot.
- (vi) The AI Private Exchange Customer or Vantu Bank Customer may from time to time elect to buy an Instrument on the Vantu Bank SWIFT Trade Desk or AI

Private Exchange in which case the Introducer will be slotted in the Buy Pot.

- (vii) The Sell Pot calculation equals 1% of the face value of the Instrument.
- (viii) The Buy Pot calculation equals 1% of the face value of the Instrument.
- (ix) If the Introducer is the sole introducer in the Sell Pot then the Introducer will be able to sell the Instrument at the full mark up of +1%.
- (x) If there is more than one Introducer in the Sell Pot then each introducer in the Sell Pot shall sell the Instrument to the next Buyer (whether or not an introducer) at a mark up equal to +1% divided by the number of introducers in the Sell Pot.
- (xi) If the Introducer is the sole introducer in the Buy Pot then the Introducer will be able to sell the Instrument at the full mark up of +1%.
- (xii) If there is more than one Introducer in the Buy Pot then each introducer in the Buy Pot shall sell the Instrument to the next Buyer (whether or not an introducer) at a mark up equal to +1% divided by the number of introducers in the Buy Pot.

**(c) Expiry**

The provisions of this clause shall continue in force until the Introducer has participated in a total of ten (10) Transactions for each Vantu Bank Customer and each AI Private Exchange Customer introduced by the Introducer and shall then expire and lapse.

**(d) Transfer to AI Private Exchange**

- (i) Once AI Private Exchange is active, Vantu Bank will close the Vantu Bank SWIFT Trade Desk to Vantu Bank Customers. All Vantu Bank Customers will be advised to select a Bank Member on AI Private Exchange to conduct future Transactions.
- (ii) The Introducer will remain a customer of Vantu Bank for the purpose of introducing new AI Private Exchange Customers and will still enjoy the services provided by Vantu Bank hereunder including the credit line referred to above.
- (iii) The Introducer will also continue to be inserted into any future trades which a Vantu Bank Customer conducts on AI Private Exchange until the Introducer has been inserted into a total of ten trades.

**(e) Introduction to Member Bank on AI Private Exchange**

Vantu Bank will introduce the Introducer to a Member Bank on AI Private Exchange after the Introducer has accumulated US\$100 million on deposit. After the relationship has been established with the Bank Member, then the Introducer shall have the option to transfer the funds to the Bank Member and establish an AI Private Exchange Trade Account. The Introducer will have a direct relationship with the Bank Member to buy and sell Instruments on the Exchange.

**(f) Example Transactions**

If a Seller will sell an Instrument at 80% of face value and the Buyer will buy at 82% and there are 4 “Buddies” in the Sell Pot and four in the Buy Pot, then:

- (i) Seller Buddy #1 buys from Seller at 80% and sells to Seller Buddy #2 at 80.25%;
- (ii) Seller Buddy #2 buys from Seller Buddy #1 at 80.25% and sells to Seller Buddy #3 at 80.50%;

- (iii) Seller Buddy #3 buys from Seller Buddy #2 at 80.50% and sells to Seller Buddy #4 at 80.75%;
- (iv) Seller Buddy #4 buys from Seller Buddy #3 at 80.75% and sells to Buyer Buddy #1 at 81.00%;
- (v) Buyer Buddy #1 buys from Seller Buddy #4 at 81.00% and sells to Buyer Buddy #2 at 81.25%;
- (vi) Buyer Buddy #2 buys from Buyer Buddy #1 at 81.25% and sells to Buyer Buddy #3 at 81.50%;
- (vii) Buyer Buddy #3 buys from Buyer Buddy #2 at 81.50% and sells to Buyer Buddy #4 at 81.75%;
- (viii) Buyer Buddy #4 buys from Buyer Buddy #3 at 81.75% and sells to the Exit Buyer at 82.00%;
- (ix) The Seller only sees and knows the Seller Price and the Buyer only sees and knows the Buyer Price.

**(g) Recognition**

The decision of AI Private Capital who is/are the introducer(s) of a Buyer or Seller shall be final and binding on all parties.

**3. CREDIT LINE AND ACCOUNTS**

**(a) Credit Line for Vantu Bank SWIFT Trade Desk Transactions**

In order to qualify the Introducer to purchase the Instrument(s) from the Seller and on-sell to the Buyer, Vantu Bank shall grant to the Introducer a credit line in the amount of the Seller Price secured by the final exit Buyer's Cash Funds on deposit with Vantu Bank.

**(b) Credit Line for AI Private Exchange Transactions**

In order to qualify the Introducer to purchase the Instrument(s) from the Seller and on-sell to the Buyer, Vantu Bank shall grant to the Introducer a credit line in the amount of the Seller Price secured by the final exit Buyer's Cash Funds on deposit with AI Private Exchange.

**(c) Accounts**

- (i) Vantu Bank shall open two accounts in the name of the Introducer: a Trade Account and a Personal Account.
- (ii) The Trade Account shall be the account in which Transactions under this Agreement will be executed by Vantu Bank and for the credit of which the Credit Line will be granted.
- (iii) The Personal Account shall be the account to and from which the Introducer may transfer funds from and to other banks.

**(d) Account Restrictions**

- (i) The Introducer may not:
  - (A) deliver or accept Instruments to or in either account;
  - (B) deposit or accept any Cash Funds into the Trade Account;

- (C) deposit or accept any Cash funds in excess of US\$9,999 (for US dollars) or €9,999 (for Euros) per deposit in the Personal Account.
- (ii) The Introducer may withdraw funds from the Personal Account at any time on demand.

#### **4. BUDDIES**

##### **(a) Introductions**

- (i) The Introducer shall initiate an introduction by adding the Person introduced as a Buddy in the AI Private Exchange online application;
- (ii) Thereafter, the Introducer shall arrange for the new Buddy to attend an online video conference with the Vantu Bank/AI Private Exchange support team.

##### **(b) Management**

- (i) The AI Private Exchange online software will provide the Introducer with an online Dashboard to view the status of each Buddy introduced.
- (ii) The AI Private Exchange online software will provide the Introducer access to view the Introducer's Trade Account and Personal Account. After trades are completed, the Introducer may immediately view the deposit of the profit in the Trade account.

##### **(c) Training**

- (i) Vantu Bank or AI Private Exchange support team will provide necessary training to promote and use the Vantu Bank SWIFT Trade Desk product and the AI Private Exchange product.
- (ii) The Introducer will be provided with training and will be required to complete satisfactory approval from Vantu Bank or AI Private Exchange in order to introduce Vantu Bank Customers or AI Private Exchange Customers.

##### **(d) Representation**

The Introducer agrees to follow the policies and procedures set out by Vantu Bank and AI Private Exchange which will be set out on the Introducer's dashboard.

##### **(e) Release**

- (i) Once a Buddy has been registered as a Buddy, the Buddy relationship will be deemed to belong to Vantu Bank and/or AI Private Exchange free and clear and the Introducer shall have no further control over the Buddy's relationship with Vantu Bank or AI Private Exchange.
- (ii) Vantu Bank and/or AI Private Exchange will be in constant communication with all Vantu Bank Customers, AI Private Exchange Customers and other introducers without necessarily involving or communicating with the Introducer.

#### **5. REPORTING AND TAX**

##### **(a) Liability**

The Introducer shall be entirely responsible, to the exclusion of Vantu Bank for:

- (i) all reporting to any tax or other competent authority of the trading undertaken by

the Introducer and the profits arising thereout and the liability (if any) of the Introducer to pay tax thereon;

- (ii) the payment of all taxes, duties and other imposts due as a result thereof.

**(b) Indemnity**

The Introducer shall indemnify Vantu Bank and AI Private Exchange against any and all liability of any nature whatsoever arising out of the trading conducted by the Introducer hereunder.

**6. ENTIRE AGREEMENT**

**(a) Modification**

This Agreement shall not be changed, modified, terminated, or discharged in whole or in part, except by an instrument in writing signed by both parties hereto or their respective successors or assigns. This Agreement constitutes the entire Agreement between the parties with regard to the matters described herein, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealings, agreements, contracts and the like between parties.

**(b) Entire Agreement**

This Agreement revokes, discharges and supersedes all prior representations, warranties or agreements (written or oral) between the parties concerning the subject matter of this Agreement except as specifically set forth herein.

**(c) Further Acts**

Each party to this Agreement agrees to perform any further lawful acts and to execute and deliver any further documents that may be required to carry the provisions and conditions of this Agreement into full effect.

**7. TERM AND TERMINATION**

**(a) Expiry**

The term of this Agreement shall automatically terminate on expiry under the provisions of sub-clause 2(c).

**(b) Termination**

Any party may terminate this Agreement by notice in writing

- (i) if either of the other parties or any Person for whom such other party is responsible shall commit or allow to be committed a material breach of any of that party's obligations herein required to be performed or observed and if:
  - (A) the innocent party is of the opinion that such breach is not reasonably remediable; or
  - (B) such breach, being remediable shall not have been remedied within thirty days after notice has been given to the defaulting party requiring remedy; or
- (ii) if either of the other parties is declared bankrupt or subject to a petition for bankruptcy or winding-up or makes any composition with its creditors or is

subjected to any foreclosure or seizure of assets or commits any other act of insolvency.

## **8. CONFIDENTIALITY**

It is strictly understood and agreed by the parties hereto that the bank and Customer information and the commerce contemplated herein are of a highly confidential nature. No party and no party privy to any information resulting from the performance of this Agreement may disclose to any non-pertinent entity any confidential information belonging to either of the other parties to this Agreement.

The provisions of this /cause shall survive termination.

## **9. NOTICES**

### **(a) Service**

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its mailing or e-mail address set out in the Schedule (or such other address as the addressee has by five (5) days' prior written notice specified to the others):

### **(b) Delivery**

Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered:

- (i) if given or made by personal delivery of a letter or by commercial courier service, when delivered to the relevant address;
- (ii) if given or made by a letter delivered by the local Post Office then 48 hours after posting in a mail box duly stamped;
- (iii) if given or made by international mail then the earlier of three (3) days after the date of posting in a mail box duly stamped or the date actually received;
- (iv) if given or made by fax, when despatched;
- (v) if given or made by e-mail, when sent on condition that the relevant message appears in the sender's send log with properties disclosing an appropriate routing and such message was not stated by the system operator to have been undeliverable.

## **10. MISCELLANEOUS**

### **(a) Unenforceable Terms**

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

### **(b) Capacity to Contract**

Each party hereto warrants to each of the others that it has the capacity to enter into this Agreement; and



- (i) where the party is not a natural person:
  - (A) that it is duly incorporated and in good standing in the place of its incorporation;
  - (B) that all necessary resolutions and authorities have been passed, given and made to make the execution and performance of this Agreement the proper corporate act of that party and to bind that party by its terms;
- (ii) that the execution and performance of this Agreement does not constitute a breach or an event of default under any agreement between that party and any third party;
- (iii) that the natural Person signing this Agreement on behalf of that party is fully authorised to sign it and that such signature commits that party to the terms hereof.
- (iv) The representations and warranties set out in this clause shall survive completion of this Agreement for so long as may be necessary to carry them into full force and effect.

The provisions of this sub-clause shall survive termination.

**(c) Force Majeure**

No party shall be responsible to either of the others for delays or errors in performance or breach under this Agreement occurring solely by reason of circumstances beyond the control of that party, including acts of civil or military authority, national emergencies, fire, major mechanical breakdown, labour disputes, computer problems, server outages, flood or catastrophe, acts of God, insurrection, war, riots, delays of suppliers or failure of transportation.

**(d) Headings**

The headings are for ease of reference only and shall not affect the interpretation or application of this Agreement or in any way modify or qualify any of the rights.

**(e) Independent Review**

The parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement independently with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of this Agreement.

**(f) Counterparts:**

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

**(g) Reporting and Taxes**

Each party shall be responsible for its own respective reporting and tax obligations incurred as a result of its performance of this Agreement.

## **11. JURISDICTION**

This Agreement is governed by, and interpreted and construed in accordance with, the laws of the Republic of Vanuatu, to the jurisdiction of whose courts the parties hereby submit.

**SIGNATURES**

I hereby confirm and verify that I am the Introducer and have full authority to execute this Agreement and all documents and agreements supplemental hereto.

Name:	
Signature:	

Vantu Bank Ltd will be deemed to have adopted and be bound by the terms of this Agreement at the time that the Introducer becomes active on the AI Private Exchange software.