

**MT TO MT CONNECTION AGREEMENT**

Between

**Swissquote Bank SA**, a company incorporated under the laws of Switzerland, having its seat at:

Chemin de la Crétaux 33, 1196 Gland, Switzerland.

(hereinafter referred to as "**S Q**")

And

Company name :

Complete address :

(hereinafter referred to as the "**Customer**").**WHEREAS**

**A.** S Q is a Swiss bank, duly registered with and supervised by FINMA, which offers its clients powerful trading platform(s) through terminal(s) with high quality, automated trading and order execution;

**B.** The Customer already maintains one or more account(s) at Swissquote Bank as the Customer has accepted S Q's General Business Conditions and Safe Custody Regulations hereinafter referred to as "General Conditions".

**C.** S Q has developed a tool whereby a link is made to its platform to provide liquidity to different Metatrader servers which can connect through it. The tool is hereinafter referred to as "Connector"

**D.** The Customer maintains a Metatrader server which it uses to provide trading services for its clients.

**E.** The Customer would like to use the Connector to provide liquidity of instruments provided by S Q into his own Metatrader server.

This Agreement covers the terms of use of this Connector tool by the Customer. It is agreed now between the parties as follows:

**1. GRANT OF LICENSE**

**1.1** S Q grants the Customer a limited, non-exclusive and non-transferable license(s) or sub-license(s) to access and use the Connector solely during the term of this Agreement.

**1.2** The Customer use of these licensing and sub-licensing rights shall be in accordance with this Agreement, any Applicable Law, as well as any technical documentation that may be communicated from time to time by S Q to the Customer. The right to use the Connector does not convey any license, expressly or by implication, to manufacture, duplicate or otherwise copy or reproduce any S Q information, trade secrets, and/or licensed software, including but not limited to the Connector, except if and only to the limited extent expressly provided in this Agreement.

**1.3** The Customer acknowledges and agrees that in no event it shall commercially exploit the Connector in any manner except as expressly set forth in this Agreement, nor shall retain, reverse engineer, modify, copy, make derivative works of, or re-distribute the Connector. The Customer will prohibit its employees and agents, as well as any and all end clients from, and will use commercially reasonable efforts to prevent third parties from:

- + modifying the Connector, or any portion thereof;
- + copying or duplicating the Connector;
- + renting, selling, leasing or otherwise transferring the Connector, or part thereof or use it for the benefit of any third party;
- + removing, obscuring, altering or failing to reproduce any notices, designations or other items deemed essential by S Q; and
- + preparing any derivative works from the Connector or any portion thereof.

**1.4** Except as otherwise expressly set forth herein, no right, title and interest in and to the Intellectual Property Rights, including the Connector, and no other license (other than to the extent set forth herein) or other right, express or implied, is granted hereunder to the Connector.

**2. THE CONNECTOR FUNCTIONALITIES, RISKS, CUSTOMER DECLARATIONS AND ACCEPTANCE:**

It is known by the Customer that the Connector functions as follows:

- 1)** The Connector allows the Customer to connect its Metatrader server to source S Q's liquidity into the Customer's platform. The Connector allows the Customer to define via a management tool hereinafter referred to as "Connector Manager" the following:
  - a.** Financial products the Customer would like to cover from those provided by S Q. By covering it is meant to open a similar position in the same direction (buy or sell) to reduce the exposure of the Customer towards its clients.
  - b.** The minimum profit per security to be covered equivalent to the difference between the price confirmed by the Customer to its clients and this confirmed from S Q to the Customer.
  - c.** The percentage of volume per financial product to be covered at the Customer's account at S Q.
  - d.** The groups of clients of the Customer that he would like to cover according to these settings.
  - e.** The Customer's account number in which the Customer desires to cover its positions.
- 2)** The Connector functions by installing a program called a Plugin on the Metatrader server of the Customer whereby the Customer defines:
  - a.** S Q's IP address, Port Number and ID necessary to send the information to S Q
  - b.** Customer's Sender ID that is necessary for S Q to define the Customer once S Q receives the message.

On the other side, S Q defines Customer's IP address and ID on its servers to identify which messages are received from which Customer to enable or disable the Customer's trading. Once these Plugins are installed, criteria are defined in the Management Tool and the Customer is enabled to trade, whenever a client or an account defined at the Metatrader server of the Customer to be covered trades a security that is also defined to be covered, a request is sent via the internet from the IP and Sender's ID of the Customer to S Q's server to start a trade on the account defined by the Customer with S Q with a volume and minimum profit as defined by him. The request is treated the same way as a normal request initiated by the Customer on the online trading platform of S Q.

Accordingly the Customer declares that:

- + Prior to use he has done extensive testing of the Connector and became acquainted with its use and functionalities before starting to actually use it to pass real orders on its account at S Q.
- + The Customer is satisfied from the results of this testing and willing to start using it on an "as is" basis.

The Customer further accepts that:

- a. The Customer is solely responsible of correctly parameterizing the Connector Manager. S Q will execute any orders it receives via the tool on the Customer account at S Q and the Customer is solely responsible for these trades.
- b. The tool is not error free and system failures may occur from time to time as with any system. S Q will endeavour to keep it functioning as much as possible on its side.
- c. The tool is dependent on internet connection and if internet connection is lost, it may happen that some orders will be lost as well. The Customer accepts this risk and accepts to be solely responsible for any losses incurred by him as a result.

### 3. COUNTERPARTY RULES AND INDEPENDENCY

**3.1** S Q does only recognize the Customer as its contractual counterparty and account holder.

**3.2** S Q is not aware of the contents of the contractual relationships between the Customer and its clients, and no contractual relationship or any relationship of any other kind shall exist between the Customer's clients and S Q. In particular, no client of the Customer should contact directly S Q in connection with the services to be offered according to this Agreement, and S Q will have no liability to the Customer's clients for any advice, decision or recommendation given or made by the Customer to them. As a result, S Q shall not be liable for any legal actions or claims of the Customer's clients arising from the relations between the Customer and its clients.

**3.3** The Customer shall provide its services independently from S Q, which means that it shall not:

**3.3.1** Present itself as an employee, agent, representative or partner of S Q, in particular by entering into any obligations in the name of S Q or on S Q's behalf, or by binding S Q legally in any way, or by giving any assurances with regard to S Q, or its services;

**3.3.2** Use S Q as a reference or use S Q's business cards;

**3.3.3** Be permitted, without the explicit prior written consent of S Q, to use the premises of S Q, to appear at functions in the name of S Q, to produce and use documents for the purpose of:

- + representing S Q and/or S Q's products and services or
- + acting as S Q's representative and/or agent as well as to use the name of S Q in its marketing material (brochures, letters, website, etc.).

**3.3.4 Representations and warranties:** The Customer represents and warrants that as of the date of this Agreement:

- + it has all corporate powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted;
- + if it has not its registered office in Switzerland, it is subject to "appropriate supervision and regulation" in respect of anti-money laundering and terrorist financing within the meaning of CDB 08, as it may be amended from time to time;
- + it has complied with any registration, filing, notification or reporting requirements, if applicable, to enter into this Agreement and to execute its obligations under this Agreement;
- + the completion, execution, delivery and performance by the WL of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate decisions on its part, and this Agreement constitutes a valid and binding agreement of the WL, enforceable in accordance with its terms; the execution, delivery and performance by the WL of this Agreement do not and will not violate the organisational documents of the WL, violate any Applicable Law, judgment, injunction, order or decree, or require any notice or consent or other action by any other person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration of any right, benefit or obligation of the WL under any agreement or other instrument binding upon the WL or any license, franchise, permit or other similar authorization held by the WL.

### 4. S Q'S OBLIGATIONS

**4.1** S Q shall, without interruption or restriction, produce, develop, maintain and update when necessary the Connector for the non-exclusive use of the Customer.

**4.2** S Q will provide the Customer, where appropriate, with the relevant technical assistance.

**4.3** S Q carries out manual and software checks regularly to ensure reliability of its information system, in general, and of its trading platform and its related terminals, in particular.

**4.4** S Q further undertakes to provide execution service for the Customer for requests it receives from this Connector as per this Agreement and as per S Q's General Conditions.

### 5 REPRESENTATIONS AND WARRANTIES.

**5.1** The System and all content are provided on "as is" basis. S Q does not make any representation or warranty, express or implied, other than as expressly stated in this Agreement and in the General Conditions.

**5.2** S Q expressly warrants to use its best efforts to maintain uninterrupted access to the Connector for the Customer.

**5.3** S Q represents and warrants that as of the date of this Agreement:

- + it has all corporate powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted;

- + the execution, delivery and performance by S Q of this Agreement are within the corporate powers of S Q and have been duly authorized by all necessary corporate decisions on the part of S Q, and this Agreement constitutes a valid and binding agreement of S Q, enforceable in accordance with its terms;
- + to the best of S Q's knowledge, the execution, delivery and performance by S Q of this Agreement require no action by, in respect of or filing with, any governmental body, agency or official; or
- + the execution, delivery and performance by S Q of this Agreement do not and will not violate the organizational documents of S Q, violate any Applicable Law, judgment, injunction, order or decree, or require any notice or consent or other action by any other person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration of any right, benefit or obligation of S Q under any agreement or other instrument binding upon S Q or any license, franchise, permit or other similar authorization held by S Q and
- + there are not any legal or administrative proceedings against it that are open, in process or terminated.

## 6. CONFIDENTIALITY

**6.1** The Customer undertakes to treat as strictly confidential all information that it becomes aware of through its activity under this Agreement and relating to, without limitation, the Connector and any related technical information, drawings, design, specification, interface information, softwares, program listing and algorithms, business plans and policies (the "**Confidential information**"). At the end of this Agreement, the Customer shall give back any hard copy of data that may consist in Confidential information to S Q and/or erase and/or destroy any record of such data. In the event that the Customer is required to disclose any Confidential Information by court order or other S Q about its intention to make such disclosure, shall provide to S Q the proposed contents of such disclosure and shall provide a written opinion of its counsel to the effect that such disclosure is legally required. The Customer shall use reasonable efforts to avoid such disclosure, including providing S Q with sufficient notice to permit it to intervene with the appropriate court or regulatory body to prevent such disclosure.

**6.2** S Q undertakes to treat any information connected to the Customer's business which comes to its knowledge in providing the services under this Agreement, in a strict confidential manner.

**6.3** The Customer accepts that S Q may disclose his name to any Third Party Provider if it is necessary to provide this Connector and/or services related to it.

**6.4** The confidentiality duties, as stated in clauses 6.1 and 6.2 of this Agreement, shall subsist after the term of this Agreement.

## 7. EXCLUSION OF LIABILITY & INDEMNIFICATION

**7.1** The Customer understands that using the Connector exposes itself and its clients to risks associated with the use of computers and data feed systems relied on by S Q and accepts such risks. As a result, S Q shall not be held liable in the event of any technical failure related to the Connector, including, but not limited to, failure of hardware, software or communication lines or systems, delays in reporting of transactions in accounting books or their confirmation or any faults in electric circuits, except when such a technical failure is due to S Q's fraud or gross negligence.

S Q's shall also not be held liable for any legal actions or claims of the Customer's clients arising from the relations between the Customer and its clients, relating to the operation of the Connector or the use by the Customer or its clients of any function related to the Connector.

**7.2** The Customer undertakes to hold S Q and S Q's directors, partners and employees free and harmless from and against any claims, suit, liabilities or demands, and any loss, damage, liability or expenses (including reasonable attorney's fees and other legal expenses) to which S Q may become subject and which derive from or arise out of any act or omission, negligence, or willful misconduct by the Customer, or its directors, partners and/or employees that constitutes or results in a violation of Applicable Law or in a breach of this Agreement.

**7.3** The indemnification and hold harmless obligations set forth in this clause 7 shall survive the termination of this Agreement.

## 8. TAX

**8.1** All amounts (fees, etc) payable by the Customer to S Q by way of remuneration shall be deemed exclusive of any taxes, withholdings or deductions, including Swiss stamp tax and Swiss value added tax. S Q's invoices will add such taxes as separate lines. If a tax deduction is required by law to be made by the Customer on amounts due to S Q by way of remuneration, the amount of the payment due by the Customer shall be increased to an amount which (after making any tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required. Such net amount shall be calculated considering any credit or repayment from the relevant tax authority to S Q which relates to the tax chargeable on that remuneration the Customer and S Q shall promptly furnish such certificates or comply with such reporting duties as required by law, regulation, administrative practice or any applicable treaty as a precondition to exemption from, reduction in the rate or reimbursement of a tax deduction in respect of which the Customer would otherwise be required to pay an additional amount to S Q.

**8.2** All amounts payable by S Q to the Customer pursuant to this Agreement shall be deemed inclusive of any taxes, withholdings or deductions, including Swiss stamp tax and Swiss value added tax. If a tax deduction is required by law to be made by S Q on amounts due to Customer the amount of the payment due by S Q shall be reduced accordingly.

**8.3** Any taxes due, withheld or deducted resulting from the Transactions implemented pursuant to this Agreement including Swiss stamp tax and Swiss value added tax if any, shall not be borne by S Q. In the event S Q is liable for the payment of such taxes, all invoices to the Customer will be issued including such taxes as a separate line.

## 9. TERM AND TERMINATION

**9.1** This Agreement shall come into effect for an undetermined period of time upon signature by both parties and after the Customer has opened an account at S Q.

**9.2** This Agreement may be terminated by either party at any time upon three months written notice. No termination reason has to be specified.

**9.3** Either party may terminate this Agreement by written notice with immediate effect if the other party:

- + is in breach of its obligations arising from this Agreement,
- + otherwise jeopardizes the interests of the terminating party or
- + files, or has filed against itself a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law or makes or seeks to make a general assignment for the benefit of its creditors or applies for or consents to the appointment of a trustee, receiver or custodian for it or a substantial part of its property.

**9.4** In the event of a termination of the Agreement pursuant to clause 9.3 of this Agreement, any further claims to payment of fees shall cease with immediate effect and S Q shall be entitled to withhold accrued remuneration as cover for potential damage.

**9.5** This Agreement will automatically terminate with immediate effect if the Customer seeks to close its account held with S Q.

**9.6** Upon receipt of a notice for termination of this Agreement in application of clause 9.2 or 9.3 of this Agreement, or in the event of a termination based on clause 9.5 of this Agreement, the Customer must take all necessary measures within the termination period or immediately in case of immediate termination of this Agreement in order to stop any transaction or financial flow between S Q and the Customer. The Customer recognizes herewith the right of S Q to remove any link between S Q's IT systems and the Customer's system and thus block any access or use of the Connector. S Q shall not be held liable to the Customer for any damage that may result from such actions, the Customer being solely responsible for taking all necessary measures in order to prevent its own clients from any damage caused by interruption of their access to the Connector.

**10. DELEGATION**

**10.1** S Q is hereby expressly authorized to appoint third party service provider whenever it is required for the proper execution of the services provided under this Agreement. This is in particular the case regarding the setting up of the Connector.

**11. ASSIGNMENT**

**11.1** The Customer may not assign or transfer Agreement and any right granted hereunder, in whole or in part, to any other person, firm or enterprise, without the prior written consent of S Q, which consent may be withheld at S Q's entire discretion and any attempt to do so without such consent shall be void.

**12. MISCELLANEOUS**

**12.1** This Agreement includes all and any Appendixes attached hereto, which form an integral part of this Agreement.

**12.2** Any amendment or addendum to this agreement must be made in writing by both parties.

**12.3** Should any clause of this Agreement be held to be void, invalid, unenforceable or illegal by a court, such provision shall be valid and enforceable to the extent permitted the Applicable Law, and the validity and enforceability of the other clauses shall not be affected thereby. Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

**12.4** Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties.

**12.5** Any subject matter not specifically addressed in this Agreement shall be governed by S Q's General Conditions, which are fully applicable to this Agreement. In the event of any contradiction between S Q's General Conditions and this Agreement, the latter shall prevail.

**13. APPLICABLE LAW AND LEGAL VENUE**

**13.1** This Agreement shall be governed by and construed in accordance with Swiss law.

**13.2** The place of performance and the place of jurisdiction for any proceedings whatsoever, including for the Customer domiciled abroad, is GLAND, Switzerland. However, S Q retains the right to file an action in the country of domicile of the Customer or before any other competent court, in which case Swiss law shall still apply.

Authorized Officer for the Customer	Authorized Officer for the Customer
Name :	Name :
Place	Date
Authorized Officer for Swissquote Bank	Authorized Officer for Swissquote Bank
Name :	Name :
Place	Date