

This Agreement (the “**Agreement**”) is made and entered into today the 1st Day of March of the year 2014 by and between:

BT International Limited, a Company incorporated in Malta, and having its registered office situated at Suite 2, The Penthouse, Capital Business Centre, Entrance C, Triq taz-Zwejt, San Gwann SGN 3000, Malta, duly represented by Mr. Karl Cini, director (hereinafter referred to as “**BT International**”), on the one part,

and

Willerby Trade Inc., a company registered in the British Virgin Islands with number 1765606 and registered address at Akara Bldg. 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the “**Referrer**”)

1. Definitions

- (i) *Agreement* means this document, as executed by both parties and incorporating any subsequent amendments where agreed to in writing by both parties.
- (ii) *Client Registration* means the provision, by the Referrer to BT International, of a prospective client’s personal and contact details in the manner provided for in this Agreement.
- (iii) *Confidential Information* means any information, whether written, oral or in any format whatsoever or stored on any media whatsoever, including information which relates to the business, affairs, assets, trading practices, services, developments, trade secrets, intellectual property rights, know-how, personnel and suppliers of either party, and all personal data relating to the clients of either party, which has been designated as confidential or ought to be treated as confidential in the normal course of business.
- (iv) *Prospective client* means a client who has not previously been a client of, or been referred as a prospective client to, BT International and who is registered with BT International by the Referrer under this Agreement.
- (v) *Successful referral* means a referral of a prospective client by the Referrer to BT International which results in the being granted citizenship in Malta under the Individual Investor Programme of the Republic of Malta Regulations, 2014 (herein after referred to as ‘**IIP**’), as the case may be, through engaging BT International.

2. Introduction

- 2.1. The Referrer hereby undertakes on a non-exclusive basis to introduce Prospective Client/s to BT International requiring the services provided by BT International in relation to the application under the IIP, as may be applicable.

2.2. The Parties hereby agree that the Prospective Client/s acceptance shall be subject to the client acceptance procedures of BT International, and the provision of relevant documents as may be required from the Prospective Client by BT International.

2.3. This Agreement shall cover all introductions made by the Referrer to BT International, whether before or after execution of this Agreement.

3. Prospective client registration

3.1. A referral fee shall be payable to the Referrer by BT International only if the Prospective Client was registered by the Referrer with BT International at any time before the client engaged BT International's services.

3.2. To register a Prospective Client, the Referrer must provide BT International with the prospective client's full name, at least one contact telephone number and an email address where available, and where possible, the Referrer shall arrange a meeting or a telephone call between the prospective client and BT International at a mutually convenient time and place. The registration information must be sent to karl.cini@nexiabt.com and shall be acknowledged by BT International.

4. Payments

4.1. For each Successful Referral, the Referrer shall receive a referral fee. The referral fee shall be calculated at 50% of the agreed fee between BT International and the Prospective Client. This referral shall assume that the Referrer will take an active role together with BT International to collate the necessary documentation and information required under the IIP. Should the Referrer decide to assume a passive role in the process and simply introduce the Prospective Client to BT International the referral fee shall be calculated at 30% of the agreed fee between BT International and the Prospective Client.

4.2. The referral fee shall be paid within 30 days of the issuance of the letter of approval in principle by Identity Malta or the receipt by BT International of the full and final settlement of their fees, whichever comes later.

4.3. In the event that two or more referral fees are claimed in relation to the same client, BT International shall be liable to pay one referral fee only and the fee shall be paid to the Referrer who first registered the prospective client with BT International.

5. No Agency Agreement

5.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party.

6. Promotion of BT International services

- 6.1. The Referrer may only promote BT International services to prospective clients using the promotional material supplied by BT International.
- 6.2. BT International does not approve of any independent marketing tactics or strategies. Its name or logo cannot be used by the Referrer in any marketing materials, advertisements, or other marketing or promotional activities, except where BT International has given its express prior authority in writing.
- 6.3. BT International will supply the Referrer with BT International's brochures and other appropriate promotional material when available and on request from the Referrer.
- 6.4. The Referrer agrees that any marketing, promotional or information material about the IIP that they intend to use, shall be first checked and vetted by BT International, through Karl Cini as Accredited Agent, who shall approve in writing the proposed wording. BT International shall not be responsible for any fines or penalties imposed on the Referrer for non compliance to this requirement.

7. Performance of work under this Agreement

- 7.1. The Referrer is prohibited, for the term of the Agreement, from acting as an agent for, promoting, endorsing, advertising or making referrals to any business offering the same or similar services to BT International, anywhere in the world.
- 7.2. Nothing in this Agreement shall be construed as preventing BT International from entering an agreement for the referral of clients with any other person.
- 7.3. Each party to this Agreement shall indemnify the other against any and all claims, demands, losses, costs, obligations, and liabilities that the party may incur or suffer as a result of the other party's breach of this Agreement.
- 7.4. Where the jurisdiction in which the Referrer operates requires disclosure of referral arrangements and fee structures, it is the sole responsibility of the Referrer to meet any and all disclosure obligations. However, nothing in this clause is to be interpreted as releasing the Referrer from their obligations under Clause 8.

8. Confidential information

- 8.1. Each party shall not disclose any of the other party's Confidential Information to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of this Agreement.
- 8.2. The Referrer shall take all necessary precautions to ensure that all Confidential Information obtained from BT International under or in connection with this Agreement:

- 8.2.1. is given only to such of its staff as is strictly necessary for the performance of, and to the extent necessary for the performance of the Agreement; and
- 8.2.2. is treated as confidential and not disclosed to any third party or used by such staff otherwise than in the performance of this Agreement.
- 8.3. The Parties hereto firmly undertake in favour of one another, and reciprocally accept, not to circumvent or to attempt to circumvent the obligations set out in this Agreement and shall remain responsible in damages towards each other in the case of any such circumvention or attempted circumvention of such obligations.
- 8.4. The Referrer shall immediately notify BT International of any breach of confidentiality and shall keep a record of such breaches.
- 8.5. In the event that the Referrer fails to comply with this Clause, BT International reserves the right to terminate this Agreement in writing with immediate effect, and the Referrer acknowledges that should this occur, any payments owing to it for successful referrals are forfeited and may not be recovered against BT International.
- 8.6. BT International and the Referrer agree to keep this Agreement strictly confidential between themselves.

9. Duration of agreement and termination

- 9.1. This agreement shall enter into force on signing by BT International and the Referrer and shall be valid for a period of one year (*'First Term'*). Thereafter this Agreement shall continue for a period of three years, subject to the Referrer making three successful referrals in each 12 month period, to be reviewed annually (*'Extension'*)
- 9.2. This Agreement may be terminated by BT International or the Referrer at any time provided that notice of termination must be given in writing and is delivered at least (30) days prior to the expiration of the First Term or any subsequent Extension . In case of termination under this clause, the Referrer continues to be entitled to the agreed referral fees on successful referrals made during the term of this Agreement, providing the registration was completed during the term of the Agreement;
- 9.3. On and after termination, both parties continue to be bound by Clause 7;
- 9.4. Changes and amendments to this Agreement must be made in writing.

10. Communications

Any communication or notice to be made or given between the Parties, whether in pursuance of this agreement or otherwise shall be made by telephone, electronic mail, fax, unless otherwise provided by the preceding clauses, and contact details shall be as follows, unless otherwise advised by the Parties:

In the case of the BT International:

Address: Suite 2, The Penthouse, Capital Business Centre,
Entrance C,
Triq taz-Zwejt
San Gwann SGN 3000
Telephone: +356 21637778
Fax: +356 21634383
E-mail: karl.cini@nexiabt.com
Contact person: Mr. Karl Cini

In the case of the Referrer:

Address: Akara Bldg. 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola,
British Virgin Islands
Telephone: (507) 205 5888
Fax:
E-mail: mf@mossfon.com
Contact person: Giselle OCampo/Jaqueline Alexander

11. Settlement of disputes

- 11.1. The signatories to this Agreement warrant that they are fully empowered, legally qualified and duly authorised to sign, execute and perform this Agreement in default of which the said signatories undertake to have the same ratified as soon as is practically possible;
- 11.2. This Agreement constitutes the entire agreement between the Parties in relation to the subject matter hereof and any other agreements, whether oral or in writing, are superseded by this Agreement;
- 11.3. If any of the provisions of this Agreement is void or voidable, the parties agree to replace the invalid provision with a valid clause expressing a similar regulatory intent;
- 11.4. This Agreement shall in all respects be governed by and interpreted in accordance with the Laws of Malta;
- 11.5. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, interpretation or validity thereof, shall be settled by arbitration in accordance with Part IV (Domestic Arbitration) of the Malta Arbitration Act and the Arbitration Rules of the Malta Arbitration Centre as at present in force. The appointing authority and administrator shall be the Malta

Arbitration Centre. The number of arbitrators shall be one. The place of arbitration shall be Malta. The language to be used in the arbitral proceedings shall be English

The undersigned parties hereby expressly agree and accept to terms and conditions set out above.

Date: 1/3/2014

Signed:

Karl Cini
f/ BT International Limited

Giselle Ocampo
f/ Referrer

Jaqueline Alexander
f/ Referrer