Intermediary Agreement

Private & Confidential

Newport Distribution Ltd.
PO Box 957
Offshore Incorporation Centre
Road Town, Tortola,
British Virgin Islands
+62 21 2918 1370
admin@npdistribution.net
npdistribution.net

Intermediary name : _____

Address : _____ Fax : _____

Telephone : _____

Email : _____

Details of Licenses Held : _____

BANK DETAILS

PLEASE PROVIDE FULL DETAILS OF ACCOUNT NUMBERS AND RELEVANT CODES ON A SEPARATE SHEET. UNLESS INSTRUCTED OTHERWISE COMMISSION WILL BE PAYABLE IN THE SAME CURRENCY AS THE INVESTMENT TO WHICH IT RELATES.

Newport Distribution Ltd ("**NDL**") has an interest in marketing of certain investment products ("Investment Products") and the Intermediary intends to promote the marketing and distribution of the Investment Products. IT IS AGREED THAT **NDL** shall pay the Intermediary commission for the distribution of Investment Products to the Intermediary's clients and for the effective servicing of those clients of the Intermediary holding such Investment Products. The level of commission and the manner and frequency with which it is calculated and paid shall be in accordance with the schedule attached and otherwise as may be amended and supplemented from time to time as agreed between **NDL** and the Intermediary. The standard terms and conditions (set out overleaf and as may be amended in writing from time to time by **NDL**) shall apply to this agreement.

Signed for and on behalf of the Intermediary:

Name : _____ Position : _____ Date : _____

Signed for and on behalf of Newport Distribution Ltd:

Name : Cameron Knox Position : CEO Date : _____

STANDARD TERMS AND CONDITIONS

A) Schedule

1) These terms and conditions and the agreement are subject to such variations as may be set out in the Schedule. In the event of any conflict or inconsistency between these Terms and Conditions, the terms of the Agreement and those of the schedule, the latter shall prevail except in the case of Clause K hereof in which case Clause K shall prevail.

2) The Schedule may be amended, supplemented and updated by **NDL** with reasonable notice given to intermediaries. The most recent schedule will be available to the Intermediary upon written request. Any such amendments shall not affect any commission already due and payable.

B) Duties of Intermediary

1) Subject to Clause A above and subclause 2) hereof the Intermediary represents that it shall use its best endeavours to:

   a) promote the Investment Products with a view to obtaining investment therein by the clients of the Intermediary

   b) promote investment interest in the Investment Products;

   c) service investors' requirements with a view to ensuring the investors' continuing commitment to the Investment Products; and

   d) promptly provide **NDL** with such information relating to Investors introduced to **NDL** as **NDL** may reasonably require from time to time.

2) The Intermediary shall use its best endeavours to coordinate with **NDL** its approach to and the manner in which it conducts its business with respect to the Investment Products, the investors introduced by the Intermediary and the other intermediaries.

C) Performance of Duties

The Intermediary shall:

1) not incur any liability on behalf of **NDL** or in any way pledge or purport to pledge the credit of **NDL** or accept or make any contract binding upon **NDL** or give or make or purport to give or make any warranty on behalf of **NDL**;

2) observe and ensure that its agents and employees observe the terms and conditions from time to time relating to the promotion and sale of the Investment Products whether contained in any prospectus or other document with respect thereto or imposed by law or regulations having the force of law in any country or territory in which the Intermediary is promoting the Investment Products or in which any investor or potential investor is resident.

3) observe the confidentiality of all matters relating to or concerning the business of **NDL**, the Investment Products and Investors and not make without discretionary confidentiality disclosure thereof or in relation thereto the public disclosure of the underlying managers of **NDL** Funds without the prior written consent of **NDL**.

4) not accept or hold itself out as authorised to receive or accept purchase or subscription monies in respect of the sale or allotment of any Investment Products and in the event that it should receive any cheques or bankers drafts in respect of any such monies it shall forthwith on receipt thereof forward the said cheques or bankers drafts to the appropriate party;

5) not recommend or procure any investors to invest in any of the Investment Products with unnecessary frequency or in excessive size having regard to the financial and other relevant circumstances of such investors.

D) Compliance with Local and Other Laws and Regulations by the Intermediary

1) In order to permit **NDL** at all times to monitor compliance with local and other laws and regulations, the Intermediary shall not without the prior written consent of **NDL**:

   a) issue any advertisement in relation to the Investment Products or in relation to any trading or investment advisor or consultant or any management company or any other party connected with any such Investment Products;

   b) make or purport to make any representation on behalf of **NDL** or the Investment Products; or

   c) provide information of any kind relating to the Investment Products to the press by way of interview, press release or otherwise.

   d) PROVIDED that such written consent shall be deemed to be given in respect of the circulation or issue of any written information consisting of any prospectus or other document or any report issued or approved by **NDL** and in respect of the making by the Intermediary of any representation which is contained in any such prospectus or other document or in any such report.

2) The Intermediary is not authorised to respond on behalf of **NDL** to any enquiries or requests for information received from the press relating to **NDL** or/and Investment Products and the Intermediary shall, unless otherwise notified in writing by **NDL**, decline to answer such enquires or requests but shall instead refer all such enquiries to **NDL**.

E) Provision of Information by NDL

NDL shall from time to time provide the Intermediary with such information or advice relating to or in connection with the Investment Products as may be reasona **NDL** bly requested by the Intermediary in connection with its duties and functions under the Agreement PROVIDED that **NDL** shall not be obliged to provide or supply the Intermediary with information which is not generally available to other intermediaries receiving commissions from **NDL** in connection with the promotion of the Investment Products. Intermediaries are obliged to print on as an and when needed basis at their own expense quality colour copies of the **NDL** fact sheets and presentations to be shown to their clients.

F) Warranty

1) The Intermediary hereby represents and warrants:

   a) that it is and will at all times remain duly authorised or otherwise permitted under any relevant laws, rules and regulations to perform all of its services under the Agreement and that it has obtained and will maintain in force all requisite government and other regulatory consents, licences and approvals in relation thereto, where applicable;

b) that any materials and/or advertisements issued by the Intermediary in connection with the Investment Products will comply in all respects with the provisions of any applicable rules, laws and regulations relating to such Investment Products; and

c) that it is not under any contractual or fiduciary restrictions in relation to any of its activities contemplated in the Agreement.

2) The Intermediary shall whenever requested to do so by **NDL** provide documentation or other evidence of the matters which are the subject of the warranty set out in subclause 1) above.

3) **NDL** hereby represents and warrants that all information and documentation in whatever medium provided by **NDL** to the Intermediary in respect of the Investment Products and the Intermediary's duties under this Agreement, may be lawfully relied upon by the Intermediary.

G) Indemnity

1) The Intermediary shall indemnify and keep indemnified **NDL** against all actions, suits, proceedings, claims, demands, costs, charges, and expenses whatsoever which may be taken instigated or instituted against **NDL** or which may be incurred or become payable by **NDL** in connection with or arising out of any omission of or act done or omitted to be done by the Intermediary or any agent of the Intermediary in the performance of its duties under the Agreement or in breach of the terms hereof

2) **NDL** shall indemnify and keep indemnified the Intermediary against all actions, suits, proceedings, claims, demands, costs, charges, and expenses whatsoever which may be taken instigated or instituted against the Intermediary or which may be incurred or become payable by the Intermediary in connection with or arising out of any omission of or act done or omitted to be done by **NDL** or any agent of **NDL** in the performance of its duties under the Agreement or in breach of the terms hereof.

H) No Partnership

Nothing in this Agreement shall constitute a partnership between the parties or constitute either party thereto the employer or agent of the other.

I) Non-Exclusive

Subject to a written agreement to the contrary, during the period of the Agreement the Intermediary may act in any capacity whatsoever for or on behalf of or be involved whether as principal agent or otherwise in the incorporation of or promotion or sale of shares or securities or interests in any company, trust, partnership, mutual fund or other investment body corporate or unincorporated in addition to the Investment Products. **NDL** may promote such Investment Products directly, or through other intermediaries, to Investors previously introduced by or to the Intermediary and procure further investment by such Investors without using the services of the Intermediary and the Intermediary shall not be entitled to any remuneration in connection with such purchases.

J) Term

Save as hereinafter provided the Agreement shall commence on the date thereof and shall continue thereafter unless and until terminated by either party giving to the other not less than three months notice in writing expiring at any time PROVIDED THAT if such notice would expire during the currency of the initial offer period in respect of any Investment Product the said notice shall not expire until the end of the said period. PROVIDED THAT

notwithstanding the foregoing the Agreement may be terminated immediately by **NDL** or the Intermediary by notice in writing if at any time:

1) the Intermediary or **NDL** shall commit any breach of this Agreement and shall not have remedied such breach within thirty days from the date on which such breach is notified in writing by **NDL** to the Intermediary or vice versa;

2) the Intermediary shall commit any breach of the Agreement which is incapable of being remedied by damages or otherwise; or the same in regard to **NDL**

3) the Intermediary or **NDL** shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by both sides).

K) Remuneration

1) As remuneration for its services under the Agreement the Intermediary shall be entitled to receive commission with respect to Investment Products held by Investors introduced by the Intermediary (provided that **NDL** is satisfied that such Investors were introduced by the Intermediary and the investment (for which commission may be due) was notified by the Intermediary to **NDL** in writing or by facsimile transmission in the form attached as Appendix to this Agreement) at the rates, at the time and in the manner set out in the Schedule provided that:

   a) commission payable on a front-end load basis shall only be payable to the Intermediary to the extent that the investment (for which commission may be due) represents new business. Whether or not an investment shall constitute "new business" for the purpose hereof shall be determined at **NDL**' sole discretion with the general objective that new business shall not represent switching, but will instead increase **NDL**' funds under management; and

   b) commission payable on a trailing basis shall only be payable to the extent that the Intermediary continues satisfactorily to service the Investor making the investment upon which such trail commission is to be paid. **NDL** may determine, at its sole discretion, whether such service obligation of the Intermediary has been duly satisfied.

2) Trailing commission shall only be payable in respect of the Investment Products for so long as **NDL** obtains or continues to obtain a financial return or benefit from or in relation to such Investment Products substantially similar to that obtained by **NDL** at the time of making the investment upon which such commission is being paid and in the event of its ceasing to do so in respect of any Investment Product no further commission shall be paid save for commission which has already accrued due but remains unpaid PROVIDED THAT payment of all commission shall cease on the termination of the Agreement by **NDL** pursuant to sub clauses a), b) or c) of clause J hereof.

3) Upon written notice to the Intermediary, **NDL** may elect no longer to pay commissions save for commission which has already accrued due but remains unpaid to the Intermediary under the Agreement in connection with the promotion and sale of Investment Products to the class or classes of persons and to the territory or territories stipulated in the said notice. Such notice shall take effect from the date specified in such notice.

4) The Intermediary shall receive commissions from **NDL** in connection with the promotion and sale of Investment Products other than those specified in the Schedule at such rates as shall be agreed between **NDL** and the Intermediary in writing (but otherwise in accordance herewith.

5) The Intermediary shall not pay to any sub-agent any commission that could in any way be considered an inducement to encourage such sub-agent's employer or his employer's customers or clients (or other person or class of person with whom a similar fiduciary relationship may exist) to invest in any of **NDL** Investment Products.

L) Notices

1) Any notice to be given under this the Agreement shall be in writing and shall be given by being personally delivered or sent by prepaid registered post or recorded delivery or by telex, cable or facsimile transmission to the registered office of the party for whom it is intended.

2) Any notice given under this Agreement sent by telex, cable or facsimile transmission shall be deemed given upon receipt thereof by the party for whom it is intended and any notice sent by registered post or recorded delivery shall be deemed given 10 days after posting. In proving the giving of any notice it shall be sufficient to prove in the case of a letter that such letter was properly stamped addressed and placed in the post and in the case of a telex or cable that was duly dispatched to a current telex or cable of the addressee. In proving service by facsimile transmission it shall be sufficient to prove receipt that receipt was confirmed either orally or in writing by a representative of the recipient, or by a record produced by the facsimile machine from which it was sent.

M) Assignment

1) The appointment of the Intermediary is personal to the Intermediary which shall not be entitled to assign or otherwise transfer the benefit of the same to any other person whatsoever without the prior written consent of **NDL** not without such written consent to appoint agents.

2) **NDL** shall be entitled to assign the benefit of this Agreement and to transfer its obligations to the Intermediary under the Agreement at any time to any other person whatsoever and if requested by **NDL** the Intermediary shall enter into a novation agreement with **NDL** and any such transferee to give effect to such transfer in such form as **NDL** shall reasonably require.

3) If the Intermediary shall at any time during the continuance of this Agreement change its name, address, or other details it shall forthwith notify **NDL** in writing of such change and shall provide **NDL** with formal evidence thereof in the form of a copy of the Intermediary's certificate of incorporation or equivalent documentation.

N) Entire Agreement

1) These Terms and Conditions, the Agreement and the Schedule embody the entire understanding between the parties with respect to the subject matter hereof and no modification or amendment or provision of the Agreement shall be effective unless the same shall be reduced to writing and signed by the parties hereto.

2) Notwithstanding sub-clause 1) above the Agreement may be amended unilaterally by **NDL** by written notice to the Intermediary to the extent that such amendment is required, in **NDL** reasonable opinion, as a consequence of any change in any law, rule or regulation (or interpretation thereof) affecting the arrangements contemplated herein.

O) Waiver

Any waiver by either party of any breach of any provision of the Agreement or these Terms and Conditions shall not constitute a waiver of any subsequent breach or affect in any way the effectiveness of the Agreement.