# Partner Agreement

FBS Markets Inc., further referred to herein as “Company” and a Customer, who opened an IB account at www.fbs.com, further herein referred to as “Introducing Broker”, together referred to as “Parties” entered into the following IB agreement:

## 1. Common provisions

1.1. This Agreement constitutes an integral part of the Customer Agreement.

1.2. In order to register as an Introducing Broker, it is necessary to:

1.2.1. Register a Personal Area on the Company’s website.

1.2.2. Accept this Agreement and receive an email confirmation about the IB account opening.

1.2.3. Receive a personal Introducing Broker ID number.

1.2.4. The Company reserves a right to require personal ID, or any other document(s), confirming IB’s personal data at any time.

1.3. After an IB account is opened, an Introducing Broker may select any promo materials available on the Company’s website and place them on his/her website, or, alternatively, use his/her referral link.

1.4. After the conditions of p. 1.2 are met, the IB account is deemed active. An automated email notification is sent to the Introducing Broker’s email submitted during the registration.

1.5. The Company and an Introducing Broker undertake mutual coordinated commitments aimed directly at acquirement of customers to trading on the markets and trading tools, provided by the Company.

1.6. An Introducing Broker undertakes commitments set forth in this Agreement, i.e. to search and acquire customers for the Company, as well as other rights and obligations set forth in this Agreement. When performing commitments, set forth in this Agreement, an Introducing Broker acts solely on his/her own but acquires customers to the Company.

1.7. An Introducing Broker unconditionally accepts that all the customers he/she acquires are the Clients of the Company.

## 2. Parties cooperation

2.1. This Agreement no way denotes any employment relationships or a co-business. An Introducing Broker cannot use Company’s name, Company’s logo and other copyrighted materials anywhere including advertising, printing, business cards, announcements, publications, unless with the Company’s prior written permission. An Introducing Broker may perform his/her activities and introduce himself/herself into any negotiations as the Company’s Client with Introducing Broker privileges only. No other possible statuses are permitted. An Introducing Broker has a right to use promotional materials, specifically designed for him/her by the Company.

2.2. Under no circumstances the Company bears any responsibility for:

2.2.1. Any Introducing Broker’s activities performed in violation of any of the provisions of this Agreement and/or Customer Agreement.

2.2.2. Any Introducing Broker’s activities performed in excess of the privileges provided by the Company.

2.2.3. Any damage or loss caused by an Introducing Broker to any third parties.

2.2.4. Any claims to an Introducing Broker caused by his/her failure to meet p 3.1 of this Agreement.

2.3. The parties are obliged to follow the provisions of this Agreement and/or Customer Agreement unless stated and signed otherwise.

## 3. Introducing Broker’s rights and obligations

3.1. Since this Agreement is accepted, an Introducing Broker on his/her behalf, for a reward paid by the Company:

3.1.1. Performs advertising for the Company.

3.1.2. Performs any activities, corresponding to his/her country's legislation, to acquire new customers to the Company.

3.1.3. Informs new customers about the Company's activity, services, advantages and other relevant information.

3.1.4. Provides new customers with information about the Company, including addresses and contact details of the Company, common or special conditions of the Company's services provision.

3.1.5. Provides new customers with the information about the Company's corporate website (www.fbs.com) and its structure, the information placed on the website, comments and clarifies it, if required.

3.2. An Introducing Broker guarantees that his/her activities comply with the legislation of his/her country of residence.

3.3. An Introducing Broker is obliged to inform the Company of any interference into his/her activities immediately.

3.4. An Introducing Broker is obliged to acquire customers to the Company.

3.5. A Client is deemed acquired by an Introducing Broker in case one of the following conditions is met:

3.5.1. A Client registers his/her account using a special (referral) link provided by an Introducing Broker.

3.5.2. A Client forwards a written request to the Company to register him/her as acquired by the named Introducing Broker. The request is complied in case it is forwarded within 10 days since the Client is registered at www.fbs.com and the Client is not already registered with a different Introducing Broker.

3.6. The Company reserves a right to register a Client as acquired by an Introducing Broker during 10 working days since the Client is registered at www.fbs.com. In this case the Introducing Broker has to prove the fact of the acquirement of the particular Client and explain why the registration failed to be performed in accordance with p.

3.5 of this Agreement.

3.7. An Introducing Broker is obliged to provide any advertising materials (including business cards) to the Company to endorse them prior to conducting any advertising campaigns.

3.8. An Introducing Broker is prohibited to use any fraudulent advertising methods to promote the Company. It is strictly prohibited to use the following:

3.8.1. APS (Active Promotion Systems);

3.8.2. Advertising on amoral (including pornographic) websites;

3.8.3. Advertising on websites, not complying with the Introducing Broker's country legislation;

3.8.4. Spam and spamdexing;

3.8.5. Advertising containing not full or distorted services description, or failure to explain the risks and services to the customers;

3.8.6. Advertising containing false of distorted information or failing to comply with the Introducing Broker's country legislation;

3.8.7. Any other activities, which might harm the positive reputation of the Company;

3.8.8. Any other ways of fraudulent advertising.

3.9. An Introducing Broker has no right to:

3.9.1. Register and/or use domains containing "FBS" or any other variants of it, e.g.: fsb, ffbs, fbss, etc.

3.9.2. Register a business and/or use in the business name "FBS" or any other variants of it, e.g.: fsb, ffbs, fbss, etc.

3.9.3. An Introducing Broker is prohibited to use direct Company's URL in any PPC systems (Google, Yahoo!, Live, etc) as well as his/her referral link, conduct advertising campaigns for the brand requests. Redirects or any other ways of forced (fraudulent) acquirement of customers to the website are also prohibited.

3.10. An Introducing Broker has no right to perform any kind of monetary relationship with the customers (including accepting funds, bank wires or cards, etc).

3.11. An Introducing Broker is obliged to maintain confidentiality regarding the Company's activities and/or the Information, which becomes available to an Introducing Broker. .

3.12. An Introducing Broker is obliged to inform the Company immediately about any facts he/she is aware of, which might lead to any adverse consequences (risks) to the Company.

3.13. In case of any claims from Clients to the Company, related to Introducing Broker's activities, the Introducing Broker is obliged to solve such claims on his own.

3.14. An Introducing Broker is obliged to warn the Client about the risks of stock exchange trading before the Customer Agreement signed.

3.15. The Company does not recommend an Introducing Broker to provide any recommendations and/or advice to the Client regarding trading operations and/or strategies, or in any other way influence the Clients' decisions. The Company bears no responsibility for the consequences of such recommendations and advice.

3.16. An Introducing Broker has no right to publish or participate, or cooperate in publishing any materials in mass media, issue, send any newsletters or notes, or cooperate in writing any materials in newspapers, magazines, blogs, Internet forums or other mass media, which might injure the positive reputation of the Company.

3.17. Before entering into any relationship with Clients, an Introducing Broker is obliged to inform them of his/her Introducing Broker status and privileges.

## 4. Company's rights and obligations

4.1. The Company is obliged to provide an Introducing Broker with assistance in performing provisions of this Agreement.

4.2. The Company is obliged to pay a reward to an Introducing Broker as set in this Agreement.

4.3. The Company is responsible for dealing and calculations. The Company provides trading reports by request from an Introducing Broker not more frequently than 4 times monthly, unless stated otherwise.

4.4. The Company is obliged to open real accounts for the Clients acquired by an Introducing Broker in compliance with the terms and conditions of the Customer Agreement.

4.5. The Company is obliged to provide Clients with an ability to perform trading operations via logins and passwords set up by the Company.

4.6. The Company is obliged to conduct a full accounting of Client's trading.

4.7. The Company reserves the right to receive a full report from the Partner on the results of campaigns and promotions conducted in order to attract Clients.

4.8. The Company has a right to dissolve this Agreement in case an Introducing Broker fails to acquire 5 active Clients within 90 days since registered as an Introducing Broker.

4.9. The Company reserves the right to exclude one or more Clients' accounts from the list of attracted clients of the Partner, in case the said account is not funded within 30 days after its registration in the Client's Personal area.

4.10. In case an Introducing Broker fails to meet the conditions of this Agreement, the Company has a right to exclude Client(s) from an Introducing Broker's Clients list.

4.11. The Company has a right to inform Clients that an Introducing Broker receives a reward on their trades from the Company for the activities, described in this Agreement.

4.12. In case the Company reveals that an Introducing Broker has been using fraudulent customer acquirement methods, described in p 3.8 of this Agreement, the Company has a right to dissolve this Agreement and cancel all the Introducing Broker's reward. All Introducing Broker's referrals in this case become direct Clients of the Company.

4.13. The Company has a right to dissolve this Agreement in case of an Introducing Broker's material failure to meet its conditions.

## 5. Introducing Broker's Privileges Limitations

5.1. Without prior written permission of the Company, an Introducing Broker is prohibited to:

5.1.1. Undertake any commitments in the name of the Company, or bind the Company with any commitments.

5.1.2. Give any guarantees and/or promises; make any statements regarding any payouts on any agreements set by the Company.

5.2. An Introducing Broker is prohibited to:

5.2.1. Modify the code of promo materials, provided by the Company, available in the Personal Area. If the fact of a modification be revealed, the Company has a right to dissolve this Agreement and cancel any Introducing Broker reward.

5.3. The limitations listed in p. 5.1 and 5.2 are in effect while the Agreement is signed and during 5 years after the Agreement is dissolved or voided.

5.4. In case, as a result of an Introducing Broker's failure to comply with the conditions of this Agreement (including unauthorized activities or statements), the Company receives any sues, all the expenses (losses) of the Company must be fully compensated by an Introducing Broker. In this case the Company' losses are recognized as any expenses the Company bears or will bear to restore its rights and interests (real losses) as well as loss of profits that the Company would normally receive during a common business process when its interests and business reputation are not harmed as a result of an Introducing Broker's failure to commit to this Agreement. An Introducing Broker has no right to dispute the amount of the losses that the Company claims as a compensation.

5.5. In case an Introducing Broker breaches the conditions of this Agreement, the Company reserves a right to block his/her IB and real accounts until all the losses are covered. The Company has a right to cover the losses caused by an Introducing Broker with the Introducing Broker reward or any other payouts set forth in this and/or Customer Agreement.

5.6. In case of any data match between an Introducing Broker and his/her referrals (such as, but not limited to address, email, phone, IP addresses, etc) the referral will be excluded from an Introducing Broker's Clients list. In case two or more real accounts are operated from the same IP address, they are considered affiliates (auto referral), and no reward is paid for trading on them.

5.7 The Company reserves the right to demand Personal area verification of all clients of the Partner that the Partner has received commission for, prior to approving funds withdrawal from a Partner account.

## 6. Principles of Introducing Broker's work and Clients acquirement

6.1. An Introducing Broker has a right to create a website dedicated to the Company's activity, containing information about world financial markets and the Company's services, as set forth in p. 3 of this Agreement.

6.2. Clients registration and adding them to an Introducing Broker's group (Clients list) is performed in one of the following ways:

6.2.1. A Client uses a referral link to enter the Company's website.

6.2.2. A Client may choose to be attached to a Partner anytime (upon a personal request from the Client), in case they have not been attached to any Partner before.

6.2.3. A client may choose to be re-attached to a different partner at any time if there is no history of prior trading orders, on any accounts. Trading orders on the "Bonus 123" are excluded. A client may change their partner only once.

6.2.4. A client may choose to be re-attached to a different partner within 3 business days after clients' registration, if said client has prior trading order history. A client may change their partner only once.

6.3. A Client has the right to leave his/her Introducing Broker and become a direct Client of the Company at any time.

6.3.1 A Client can make a decision to be attached to a Partner within 3 days after registration at FBS.

6.3.2. A Client may choose to be re-attached to a different Partner only once, within 3 days after registration.

6.4. An Introducing Broker is prohibited to receive any reward from trading on his own account(s) or accounts belonging to his/her relatives or any other affiliated parties (whether an Introducing Broker is an individual or a legal entity).

## 7. Commissions and Introducing Broker Fees

7.1. The Company pays the Introducing Broker's Commission, in the amount set in p. 7.3. of the Agreement, for each full transaction (order, which was opened and then closed) executed on each individual Client' account, introduced to the Company by an Introducing Broker, with the exception of transactions closed due to partial close or multiply close.

7.1.1. The Company pays the Introducing Broker's commission on a 3 level basis.

- Level one 100% commission for directly attracted clients.
- Level two 15% of directly attracted IB's commission.
- Level three 5% of sub-IB's (Level two) commission.

7.1.2. Commission is calculated and paid in accordance to p.7.2. and p.7.3.

7.2. The Introducing Broker's Commission for all acquired client accounts is summarized and paid 1 time in 24 hours.

7.3. The Introducing Broker's Commission for "Cent" accounts is 10 cent/lot for each complete transaction (order, which was opened and then closed) executed by an acquired Client. Minimum amount of Introducing Broker's Commission for "Cent" accounts to be paid is 1 cent. The difference between opening and closing price on the complete transaction should exceed 5 points regardless of it being profitable or not (the value is valid for 4-digit quotes. For 5-digit quotes a difference between opening and closing price should exceed 59 points).

7.3.1. The Introducing Broker's Commission for "Micro" accounts is up to 80 USD/lot depending on the trading instrument (detailed table is available on www.fbs.com) for each complete transaction (order, which was opened and then closed) executed by an acquired Client. The difference between opening and closing price on the complete transaction should exceed 5 points regardless of it being profitable or not (the value is valid for 4-digit quotes. For 5-digit quotes a difference between opening and closing price should exceed 59 points).

7.3.2. The Introducing Broker's Commission for "Standard" and Zero Spread accounts is 10 USD/lot for each complete transaction (order, which was opened and then closed) executed by an acquired Client. The difference between opening and closing price on the complete transaction should exceed 5 points regardless of it being profitable or not (the value is valid for 4-digit quotes. For 5-digit quotes a difference between opening and closing price should exceed 59 points).

7.3.3. The Introducing Broker's Commission for "Unlimited" accounts is 5 USD/lot for each complete transaction (order, which was opened and then closed) executed by an acquired Client. The difference between opening and closing price on the complete transaction should exceed 5 points regardless of it being profitable or not (the value is valid for 4-digit quotes. For 5-digit quotes a difference between opening and closing price should exceed 59 points).

7.4. In case partner commission was received for Buy and Sell orders opened for the same instrument and held in the market simultaneously, while the difference between the opening prices of the orders was less than 5 points, the Company has ground to consider the partner's actions fraudulent and reserves the right to cancel the paid commission (the value is valid for 4-digit quotes. For 5-digit quotes a difference between opening and closing price should exceed 59 points).

7.5 The Introducing Broker's Commission for client accounts participating in the Company's bonus programs is paid in the amount of 50% of the estimated sum (p.7.3.).

7.6. The Introducing Broker's Commission is paid for the trading accounts with a non-deposit bonus only in a case the bonus account is deposited by the Client's own funds.

7.7. In case the Introducing Broker's Commission from one Client exceeds 30% of the total Introducing Broker's Commission for a period of 1 to 6 months before a withdrawal request, the Company reserves a right to cancel it.

7.8. In case the total amount of Introducing Broker's Commission from one Client account exceeds 60% of the total amount of deposits for this account, the Commission can be adjusted at Company's option to the amount less than 60% of the total amount of deposits for this account.

7.9. The Introducing Broker's Commission cannot exceed 50% of the average Equity for all Clients account for the reporting month. The average Equity is calculated as:

$$E = \frac{\sum E_1 + E_2}{2}$$, where

$E$ - average Equity,

$E_1$ - Equity at the beginning of the month for all Clients' accounts,

$E_2$ - Equity for the end of the month for all Clients' accounts.

7.10. The Commission set in p . 7.1. is the only type of fee paid by the Company to an Introducing Broker. There are no other fees to claim by an Introducing Broker.

7.11. The Introducing Broker's Commission is paid in the U.S. dollars regardless of Introducing Broker's Clients accounts currency.

7.12. The amount of partner commission from trade by clients having "Fix Rate" option turned on is calculated the following way: The commission, counted by taking into consideration the traded volume multiplied by ("Fix Rate" rate divided by current rate).

7.13. Deposit / Withdrawal from the Introducing Broker's account is carried out within the schedule set by the payment system in use. In case of receiving Introducing Broker's Commission from the Clients accounts deposited via debit/credit cards, the timing may be extended up to 45 working days with a potential extension if necessary on the Company notification.

7.14. In exceptional circumstances, the Company reserves the right to unilaterally determine the available methods of IB commission withdrawal.

7.15. The Company reserves a right to modify Commissions and Introducing Broker Fees in accordance with p. 10.3 of the Agreement.

## 8. Term of validity

8.1. This Agreement comes into effect after it is accepted by an Introducing Broker on the Company's website.

8.2. Term of validity of this Agreement is 12 months since it is accepted. The Company may require a signed Agreement at any time.

8.3. In case none of the Parties decided to terminate the Agreement 30 days prior to the end of its validity, the Agreement shall be deemed prolonged to an unidentified period.

## 9. Force Majeure

9.1. None of the Parties shall be liable for its partial or complete failure to meet its commitments in case it is caused by force majeure events (civil unrest, war, insurrection, international intervention, governmental action including, without limitation, exchange controls, forfeitures, nationalizations, devaluations, natural disasters, acts of God, and other inevitable events. Not depending on the will of any of the Parties).

9.2. The Party, which due to force majeur events cannot meet its commitment, shall inform the counterparty about it in written form during 5 days after the aforementioned events has occurred.

9.3. The facts mentioned in this notification must be confirmed by a proper authority or an organization of the Party's country of residence. Failure to notify the other Party on time shall not be considered a basis to release the Party from the responsibility.

9.4. In case the impossibility to meet the Party's commitments lasts over 6 months, the Agreement shall be deemed dissolved.

## 10. Other conditions

10.1. In case of any arguments between a Client and an Introducing Broker, the Company's opinion will be final.

10.2. In case of absence of the requirements to fulfill the commitments from one of the Parties, the counterparty is not released from its responsibilities set in this Agreement, nor does it denote denial of liability.

10.3. An Introducing Broker accepts that the Company has a right to modify certain conditions of this Agreement at any time. An Introducing Broker accepts a liability to check up all modifications in the Agreement.

10.4. One of the following means of communication shall be considered a written notification:

10.4.1. email;

10.4.2. Regular mail;

10.4.3. Announcements in the "Company news" section on the Company's website.

10.5. The Company will use an Introducing Broker's contact information, e.g. address, email, etc, submitted during the registration, or the last contact information provided by an Introducing Broker.

10.6. Any kind of messages (documents, notifications, announcements, confirmations, reports, etc) shall be deemed received by an Introducing Broker:

10.6.1. After 1 hour since an email is sent;

10.6.2. After 7 days since a regular mail is sent;

10.6.3. After 1 hour since the information is published on the Company's website.

10.7. An Introducing Broker is obliged to inform the Company of any changes in his/her contact information, submitted during the registration within five business days. The notification may be sent by email, regular mail or any other means of communication which can guarantee that:

10.7.1. The information is delivered in a timely manner;

10.7.2. The information is provided by an Introducing Broker personally.

10.8. Any of the Parties has a right to unilaterally extrajudicially dissolve this Agreement with a prior notification of the counterparty not less than 30 days beforehand.

10.9. This Agreement can be dissolved judicially on demand of one of the Parties, in case of multiple or rough violation of its terms and conditions by a counterparty, or in any other cases subject to the current legislation.

## 11. Accepting this Agreement the Introducing Broker confirms that:

11.1. He/she has read and understood the Agreement.

11.2. All the conditions of the Agreement are understood and completely accepted.

11.3. No circumstances prevent an Introducing Broker from acceptance of this Agreement.