



## **Introducing Broker partnership agreement**

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«Master Services Inc.», hereinafter referred to as the Company on the one part and \_\_\_\_\_ (Surname, First Name, patronymic (if applicable) / Organization name), hereinafter referred to as the Partner on the other part, together referred to as the Parties, have concluded the present Introducing Broker partnership agreement, further referred to as the Agreement.

## 1. SUBJECT OF THE AGREEMENT

1.1. The present Agreement controls relationships between the Company and the Partner and regulates their joint operation conditions. After accepting the conditions of the present Agreement, the Partner for remuneration in his/her own name must:

- perform activities not contradicting with the applicable law of his/her country of residence for engagement of potential Clients;
- inform potential Clients of sphere of activities and services offered by the Company, its competitive advantages and other conditions;
- inform potential Clients of all the necessary Company information, including its address and contact details, general and special conditions of provided services.

1.2. The Partner unconditionally admits that all engaged by him Clients are Company's Clients.

## 2. SUBJECT OF THE INTRODUCING BROKER PARTNERSHIP PROGRAM

2.1. Introducing Broker partnership agreement is a type of partnership with the Company and the Partner acting as the Parties.

2.2. According to conditions of the Introducing Broker partnership agreement, the Partner for remuneration engages Clients for the Company in order for them to conduct trading operations with financial instruments on international financial markets.

2.3. The Client is considered to be attracted by Partner and assigned to one (included in one's group) if the Client is registered with the Company for the first time and one of the following conditions can be applied:

- The Client specifies Partner's promotion code in the registration form when opening a trading account;
- The Client is redirected to the Company's website via referral link (banner, informer, etc).

2.4. Introducing Broker partnership agreement is offered in 3 versions:

- Standard (L1);
- Multi-level partnership (L3);
- CPA partnership.

2.5. In case of the Standard (L1) program, the Partner is remunerated for trading operations of engaged Clients and becomes the First level partner.

2.6. In case of the multi-level partnership, Partner is remunerated for trading operations of both engaged Clients of the First level, and Clients, engaged by his Partners and Sub-Partners (Clients of the Second and the Third levels) according to Multi-level partnership. Maximal length of referral chain of the Partner can reach 3 (three) levels.

2.7. In case of CPA partnership Partner gets one-time remuneration for engaged Clients in case of their fulfillment of conditions mentioned in section 9 of this agreement.

2.8. According to the Introducing Broker partnership program, Partners are differentiated into 2 types:

- Partner;
- VIP Partner.

2.9. According to the Introducing Broker partnership program, in case of the Partner's inactivity, his/her account is moved to Archive group.

### 3. CONDITIONS AND LIMITATIONS OF THE INTRODUCING BROKER PARTNERSHIP PROGRAM

- 3.1. A Partner's account opening for a legal body implicates the same procedure as for an individual. The account can be registered for a company's executive or for another authorized representative. In that case, the Company requires electronic copy of letter of attorney for the account certification.
- 3.2. In case a partner of the 2nd or lower level becomes representative of the company, additional personal MF wallet is created for him, and all new clients he brings in after he is granted the new status become referrals of this new MF wallet. Clients of this partner that were brought in before the status change remain referrals of the first partner's MF wallet.
- 3.3. The remuneration for Standard, Multi-level and CPA programs for "Standard", "Micro", "ECN", "CFD" and "Binary Options" is charged only for closed transactions of engaged Clients, the difference between open and close price of which composes more than 3 (three) points.
- 3.4. The remuneration is not paid (set to zero) for transactions of Auto-referral clients and their transactions and in case of trading aimed directly for commission accumulation (locked orders) and receiving of commission.
- 3.5. In case of revealing fraud of the Client and/or violation of the Client agreement, the Company reserves the right to refuse pay-out of remuneration for this Client and trading of the Client, and set to zero all commission paid before and disqualify the Client from the Partners group.
- 3.6. The remuneration is not paid (not taken into account) for client's transactions conducted by virtue of the trading platform defects.
- 3.7. The remuneration is not paid (not taken into account) for clients' pending orders closed because of quotations flow failure.
- 3.8. The remuneration is not paid (is corrected) for cancelled (corrected) Clients' transactions.
- 3.9. In case one or several engaged Clients conduct operations in illiquid time (opening and closing of operation occur between 00:00 and 04:00 (GMT+3) of one day), the Company reserves the right not to pay remuneration for these transactions.
- 3.10. The Partner has the right to pay his/her Clients a rebate at his/her own discretion. In that case the rebate volume is defined by the Partner, but it cannot exceed his/her own Partner's remuneration volume for this Client.
- 3.11. In case of no engaged Clients with deposited accounts during 90 (ninety) days, the Partner is deleted from the Introducing Broker partnership program and referral links to his/her engaged Clients are deleted as well.
- 3.12. The Partner's remuneration is withdrawable, i.e. the Partner can withdraw it using his/her Partner's personal wallet.
- 3.13. Remuneration of the commission for Standard and Multi-level partnership programs is credited to Partner's personal wallet within 30 minutes since the trade is made.
- 3.14. The remuneration for CPA program is paid for Partner's personal wallet within 30 minutes since the trade is made.
- 3.15. The Parties discharge their tax and other obligations to the third parties on their own account and independently from each other.
- 3.16. VIP-partner – this status is granted at the company's discretion. Cooperation conditions are discussed on a case-by-case basis.
- 3.17. Partner gets remuneration for Clients of the Second and the Third levels on Multi-level partnership only in case these Clients are engaged for Multi-level partnership as well.

3.18. The remuneration is charged only on trading volume obtained at the expense of own funds of the client.

3.19. The Partner shall not be entitled to get affiliate commissions from his own accounts and those owned by his close relatives if the Partner is an individual; as well as from private accounts of founders or accounts of their close relatives if the Partner is a legal entity.

3.20 In case of preterm withdrawal of investments in MFX Capital, Company has the right to withhold from the Partners the commission that was already paid for these investments.

#### **4. INTERACTION OF THE PARTIES**

4.1. The present Agreement under no circumstances represents a partnership in a form of joint venture. The relationships between the Company and the Partner cannot be considered as relationships between an employer and an employee. The Partner is allowed to perform activities and present him/herself to the third parties as the Company's Client only. The Partner is not allowed to use Company's name, company's logo, etc. including promotional materials, pre-printed forms and business cards, advertisements, publications without the Company's consent.

4.2. Under no circumstances the Company cannot be held liable for:

4.2.1. any actions of the Partner performed with violation of the present Agreement and/or Client Agreement conditions;

4.2.2. any actions of the Partner performed beyond authority limit provided by the Company;

4.2.3. any damage, caused by the Partner to the third parties;

4.2.4. claims presented by a the Partner as a consequence of violation of paragraph 5.1. of the present Agreement;

4.3. Parties covenant to act according to conditions of the present Agreement and the Client Agreement, unless otherwise agreed and signed by both parties by consent.

#### **5. PARTNER OBLIGATIONS**

5.1. The Partner is obliged to engage Clients for concluding the Contract of service provided on international financial markets, under the conditions of the Client Agreement.

5.2. The Partner is obliged to perform his/her activities in conformity with the law of country of his/her residence.

5.3. The Partner is obliged to immediately inform the Company of any legal or illegal intervention in his/her activities.

5.4. The Partner is obliged on his/her own account to monitor Company's official information sources and timely inform Clients of the important conditions changes.

5.5. The Partner is obliged to provide universal information support and legal assistance to Clients, as well as to help solving problems within the frame of the Client Agreement.

5.6. The Partner is obliged to give explanation on all Clients' questions, concerning services, provided by the Company.

5.7. The Partner is obliged to notify the Company of all facts or circumstances became known to him/her, which can lead to adverse effects or risks for the Company.

5.8. In case Clients present claims to the Company concerning Partner's activities, the Partner is obliged to regularize all the claims of such Clients independently.

5.9. In case of advertising Company's services on his/her website, the Partner is obliged to maintain awareness about the actual information about the Company, its special offers and services on his/her web-site and to update it when necessary.

5.10. The Partner starting relationships with Clients, is obliged to inform all persons interested and Clients on his/her status and authorities as a Partner.

5.11. In case of establishing his/her own advertising campaign the Partner is obliged to coordinate conception, allocation areas and any promotional materials with the Company.

5.12. In case, if Partner's violation of the Agreement terms (including unauthorized actions or statements of the Partner) is followed by any legal actions, all the material losses incurred by the Company are to be covered by the Partner in full.

Material losses are understood to be the expenses which Company incurred or will incur for the restoration of its rights and interests (actual damage) and undeceived income which could be received in the normal course of business, if rights and interests would not be violated (loss of opportunity) by taking property interests or business reputation of the Company as a result of Partner's non-performance or improper performance of the present Agreement duties.

## **6. THE COMPANY'S RIGHT AND OBLIGATIONS**

6.1. The Company is obliged to open trading Accounts for the Clients engaged by the Partner under general conditions in accordance with the Client Agreement and the present Agreement.

6.2. The Company is obliged to provide the Partner with complete information considering the subject matter of concluded agreement and notify him/her of changes made to Partner Agreement and Client Agreement by placing appropriate information on the Company's website.

6.3. The Company is obliged to pay remuneration to the Partner.

6.4. The Company reserves the right to register Client as Partner's engaged Client independently, if the fact of engagement is proved and reason the Client registration was not performed on his/her own is explained. The registration of a Client as engaged with a partner is impossible, if it was more than 3 (three) working days from the moment of account registration to the moment when the Partner appealed to the Company asking to add the Client specified above to his engaged list.

6.5. The Company has the right to monitor the Partner's activities relating to his/her functions and obligations fulfillment in accordance to the present Agreement.

6.6. The Company has the right to ask the Partner to provide and then to acquire from him/her a detailed report on his/her obligations fulfillment according to the present Agreement.

6.7. In cases of the present Agreement terms violation by the Partner, the Company has the right to block the Partner's Personal wallet as well as trading accounts until the Partner covers all the losses caused by the violation of the present Agreement terms. The Company has the right to cover losses caused by the Partner at the expense of the funds that have to be paid to the Partner within the framework of the present Agreement and Client Agreement and Partner's own funds as well.

6.8. In case of coincidence of the client's and partner's IP address, the Company has the right to cancel all the partner's commission received for this client and delete the client from the partnership group.

6.9. The Company is obliged to calculate the Partner's remuneration and be responsible for its correctness.

6.10. The Company has right to request the Partner for any information necessary for solving any disputes.

6.11. The Company has right to request the Partner for actuality confirmation of the data mentioned when registering for the Affiliate program. In this case the Company has right to obligate the Partner perform soft copy of ID document or its notarized copy.

6.12. If total Partner's commission for any Client exceeds 50% of the Client's deposit, the commission can be corrected at the discretion of the Company to the level not exceeding 50% of the total deposit of this Client.

6.13. If the Partner has more than one Client and commission for this Client for a month exceeds 50% of total credited commission, the Company reserves the right not to credit commission to the fullest extent or set to zero it partly or totally already credited commission.

6.14. In case total partnership commission for any Client for the recent 365 days exceeds 10000 USD, the Company reserves the right to refuse further payout of the commission for this Client till the finish of the period.

6.15. The Company has the right to exclude the Client, who made no deposit for account/wallet during in course of 60 days after registration of the Personal Cabinet, from the Partner's group.

## **7. PARTNER AUTHORITY LIMITATIONS**

7.1. The Partner is not allowed to assume any obligations on behalf of the Company or put the Company under any obligations;

7.2. The Partner is not allowed to provide any guarantees or promises, issue any statements in relation to any payments according to any contracts and/or agreements concluded by the Company.

7.3. The Partner has no right to open (using his referral link) new referral accounts with identical personal data (name, birth date). Otherwise, such actions are considered as an auto-referrality.

7.4. The Partner is not allowed to establish advertising campaigns, contradicting with the law of country of his/her residence.

7.5. The Partner is not allowed to use any type of unfair advertising for his/her business promotion. Particularly the following:

- SAP (Systems of active promotion);
- SPAM (mass mailing of commercial advertising to persons without permission from them to receive it);
- advertisements on web-sites, contradicting with the law of the Partner's country of residence;
- advertisements deliberately distorting the description of the provided services;
- other variants, that can cause damage the Company's business reputation;
- any other types of unfair advertising.

7.6. The Partner is not allowed to engage Clients by using unacceptable ways and methods. Unacceptable ways and methods include particularly: fraud, misrepresentation, presentation of incomplete information on risks.

7.7. The Partner is not allowed to perform any actions with Client's trading accounts, including entering it. Otherwise, the Partner will take full responsibility and all risks relating to registration data and funds safety of his/her Clients.

7.8. The Partner is not allowed to use a web-site exceedingly similar to web-site of the Company.

7.9. The Partner is not allowed to use domain names including part or the whole name "MFX Broker" or any other variant of this word's spelling.

7.10. The Partner has no right to use the words "MFX", "MFX Broker", their part or any other variant of these words' spelling as a part of existing company name.

7.11. The Partner is not allowed to use contextual advertising systems Yandex Direct, Google Adwords or any other using direct URL of the Company website [www.mfxbroker.com](http://www.mfxbroker.com) with partner hyperlink as [www.mfxbroker.com/partnership/register?type=x&agentId=xxx](http://www.mfxbroker.com/partnership/register?type=x&agentId=xxx).

## 8. PARTNER'S REMUNERATION SIZE

8.1. On the 1<sup>st</sup> day of every month, depending of the activity of the Partner's Clients in the previous month, the Partner is given a status:

- Bronze status, in case the number of active Clients for the previous calendar month composed from 1 to 4;
- Silver status, in case the number of active Clients for the previous calendar month composed from 5 to 12;
- Gold status, in case the number of active Clients for the previous calendar month composed more than 12.

8.1.1. Duration of the status composes 2 (two) calendar months since the moment assignment. In case within the first month of the status assignment the Partner confirmed or improved it, validity period of the status is refreshed. In case within two months in a row the Partner cannot confirm or improve his/her status, the Partner will be given the Bronze status automatically.

8.1.2. Initially all new Partners are given the Gold status for 2 (two) calendar months.

8.1.3. Active Client is a Client for whom the Partner received not less than 20 USD of partnership commission for the previous calendar month.

8.2. Standard partnership program (L1).

8.2.1. The Partner's remuneration on "Standard" and "Micro" accounts of engaged Clients composes:

- 0.9 points for closed transactions of engaged Clients, in case the Partner has Bronze status;
- 1.2 points for closed transactions of engaged Clients, in case the Partner has Silver status;
- 1.5 points for closed transactions of engaged Clients, in case the Partner has Gold status.

8.2.2. The Partner's remuneration on "ECN" accounts of engaged Clients composes:

- 40% of the commission, received by the Company for closed transactions of engaged Clients, in case the Partner has Bronze status;
- 50% of the commission, received by the Company for closed transactions of engaged Clients, in case the Partner has Silver status;
- 60% of the commission, received by the Company for closed transactions of engaged Clients, in case the Partner has Gold status.

8.2.3. The Partner's remuneration on "CFD" accounts of all types besides CFD Stocks of engaged Clients composes:

- 0.9 points for closed transactions of engaged Clients, in case the Partner has Bronze status;
- 1.2 points for closed transactions of engaged Clients, in case the Partner has Silver status;
- 1.5 points for closed transactions of engaged Clients, in case the Partner has Gold status.

8.2.4. The Partner's remuneration on "Binary Options" accounts of engaged Clients composes:

- 1.5% of the amount of each transaction of engaged Clients, in case the Partner has Bronze status;
- 2.5% of the amount of each transaction of engaged Clients, in case the Partner has Silver status;
- 3.5% of the amount of each transaction of engaged Clients, in case the Partner has Gold status.

8.2.5. The Partner's remuneration for Clients engaged into clients' tournaments of the Company composes:

- 30% of the commission, received by the Company from the engaged Client, in case the Partner has Bronze status;
- 40% of the commission, received by the Company from the engaged Client, in case the Partner has Silver status;
- 50% of the commission, received by the Company for the engaged Client, in case the Partner has Gold status.



8.2.6. The Company is obliged to pay the Partner remuneration for Clients engaged into MFX Capital project.

8.2.6.1. The Partner's remuneration for Clients engaged into MFX Capital "6 months" program composes:

- 2% of the investment amount of the engaged Client, in case the Partner has Bronze status;
- 3% of the investment amount of the engaged Client, in case the Partner has Silver status;
- 4% of the investment amount of the engaged Client, in case the Partner has Gold status.

8.2.6.2. The Partner's remuneration for Clients engaged into MFX Capital "12 months" program composes:

- 3% of the investment amount of the engaged Client, in case the Partner has Bronze status;
- 4% of the investment amount of the engaged Client, in case the Partner has Silver status;
- 5% of the investment amount of the engaged Client, in case the Partner has Gold status.

8.3. Multi-level partnership program (L3).

8.3.1. The Partner's remuneration on "Standard" and "Micro" account of engaged Clients composes:

- 0.9 points for closed transactions of the engaged Clients of the First level;
- 0.4 points for closed transactions of engaged Clients of the Second level;
- 0.2 points for closed transactions of engaged Clients of the Third level.

8.3.2. The Partner's remuneration on "ECN" account of engaged Clients composes:

- 40% of the commission, received by the Company for closed transactions of engaged Clients of the First level;
- 20% of the commission, received by the Company for closed transactions of engaged Clients of the Second level;
- 10% of the commission, received by the Company for closed transactions of engaged Clients of the Third level.

8.3.3. The Partner's remuneration on "CFD" accounts of all CFD types except CFD Stocks of engaged Clients composes:

- 0.9 points for closed transactions of engaged Clients of the First level;
- 0.4 points for closed transactions of engaged Clients of the Second level;
- 0.2 points for closed transactions of engaged Clients of the Third level.

8.3.4. The Partner's remuneration on "Binary Options" accounts of engaged Clients composes:

- 1.5% of the amount of each transaction of engaged Clients of the First level;
- 1.0% of the amount of each transaction of engaged Clients of the Second level;
- 0.5% of the amount of each transaction of engaged Clients of the Third level.

8.3.5. The Partner's remuneration for Clients engaged for clients' tournaments of the Company composes:

- 30% of the commission, received by the Company engaged Client of the First level;
- 15% of the commission, received by the Company engaged Client of the Second level;
- 5% of the commission, received by the Company engaged Client of the Third level.

#### 8.4. CPA partnership program

8.4.1. The Partner's remuneration depends of the resident country of the engaged Client and composes:

- Latin America – 300 USD;
- Russia and CIS – 250 USD;
- Europe – 300 USD;
- China – 200 USD;
- Malaysia – 250 USD;
- Indonesia – 250 USD;
- Nigeria – 250 USD;
- Other countries – 250 USD.

8.4.2. To receive Partners remuneration engaged Client must fulfill the conditions.

8.4.2.1. Conditions on "Standard", "Micro", "CFD" and "ECN" accounts for engaged Clients are:

- The first minimal deposit of the Client must compose 200 USD;
- Cumulative spread, received by the Company for trading of this Client must compose – 120 USD;
- Minimal trading volume – 6 lots.

Withdrawing of the received remuneration is available not earlier than 30 days after its crediting.

8.4.2.2. Conditions on "Binary Options" accounts for engaged Clients are:

- The first minimal deposit of the Client must compose 200 USD;
- Minimal amount of transactions must be – 20
- Minimal trading volume – 500 USD.

Withdrawing of the received remuneration is available not earlier than 30 days after its crediting.

8.5. The company has the right to change conditions and partner's remuneration size within duration of certain competitions, special offers and other promo actions. The company is obliged to notify partners of changes being introduced not later than 5 (five) days before the relevant changes come into effect. Notification should be made via any communication means, set forth in the article 9.1. of the present agreement.

## 9. COMMUNICATIONS MEANS

9.1. The Company uses the following means to communicate with the Partner:

- the trading platform internal mail service;
- email;
- phone, including Voice over IP;
- electronic communication means (messengers);
- company news on the website.

9.2. The Partner uses the means listed in paragraph 9.1. of the present Agreement to communicate with the Company.

9.3. Messages, documents, adverts, notifications, confirmations and reports, etc. can be considered received by the other Party:

- one hour after being sent to an e-mail address;
- one hour after being sent by internal post of the trade platform;
- immediately after telephone call is completed;
- immediately after chat session in electronic communication mean is completed.

## **10. TRANSITION OF CLIENTS BETWEEN PARTNERS**

10.1. The Company does not allow transition the Client from one partner to another.

## **11. PRIVACY STATEMENT**

11.1. The Partner is not allowed to disclose any information obtained from the Company during joint activities, as well as information and data contained herein throughout the term of the present Agreement and five years after its termination.

11.2. The Parties are obliged to keep confidential of all information regarding Clients data on their accounts and consummation of transactions.

## **12. CONCLUDING PROVISION**

12.1. The present Agreement becomes legally valid once both Parties signed it.

12.2. The Agreement validity period is 12 months from the signature date.

12.3. If none of the Parties expresses the will to terminate the present Agreement not later than 30 (thirty) days before planned day of its termination, the Agreement will be considered prolonged for infinite term.

12.4. Terms of the present Agreement can be changed or added by the Company at one's election after preliminary notification of the Partner not later than 5 (five) working days before it by means of communication mentioned in paragraph 9.1. of the present Agreement.

12.5. Any of the Parties of the present Agreement has the right to refuse to act according to the present Agreement extra judicially and at their own election, with notification of another party not later than 5 (five) working days.

12.6. The termination of the present Agreement because of any reason specified in the present Agreement or legislation in power will result in discharge of all liabilities according to the present Agreement.

12.7. All appendixes, changes and additions for the present Agreement are considered legally valid only if they were expressed in written form and signed by the authorized representatives of the Parties.