

Introducing broker agreement

1. Introduction

1.1 These terms and conditions, including the attached Schedules, form the agreement («Agreement») between you, the Introducing Broker whose name and address appear at the end of this Agreement, and us, FIBO GROUP HOLDINGS LTD, a Company duly registered under the Cyprus Company Law with Registration Number HE 242381, and shall govern all dealings between you and us.

1.2 We are authorised and regulated in Cyprus, as a Cyprus Investment Firm (with CIF license Number: 118/10), by the Cyprus Securities and Exchange Commission («CySEC») in carrying on designated investment business and are subject to the rules of CySEC from time to time in force («CySEC Rules»).

1.3 This Agreement shall come into force on the date that we acknowledge receipt of the signed copy of this Agreement from you («Commencement Date»).

2. Definitions

2.1 In this Agreement the following terms shall have the following meanings:

«**the Act**» means the Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(I)/2007);

«**Applicable Regulations**» means the Act, the CySEC Rules or any other rules of a relevant regulatory authority, the rules of any relevant investment exchange, and any other applicable laws, rules and regulations as in force from time to time and to which this Agreement is subject;

«**Business Day**» means any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any Cyprus public holiday;

«**Client Agreement**» means the terms of business between us and a Client, to which the Client has consented to in writing;

«**Client**» means a customer who has been or is identified as introduced by you to us and with whom we enter into a Client Agreement;

«**MiFID**» means the Markets in Financial Instruments Directive (2004/39/EC); and

«**Services**» means the services shown in Schedule 1 which you will offer under this Agreement.

2.2 References to statutory provisions, or to related enactments, orders or instruments are references to those provisions, enactments, orders or instruments as amended or as re-enacted or as their application is modified from time to time.

2.3 In this Agreement unless the context otherwise requires:

(a) Capitalised terms used herein and not defined herein, shall have the meaning set out in the CySEC Rules;

(b) Words denoting the singular shall include the plural and vice versa and words denoting a given gender shall include all other genders;

(c) Headings are for convenience only and shall not affect interpretation of this Agreement and references to clauses

are to clauses of this Agreement; and

(d) References to persons include references to any persons, corporations and to any association or partnership.

3. Opening of Accounts

3.1 With effect from the Commencement Date and during the term of this Agreement, you shall endeavour to introduce to us prospective Clients.

3.2 From time to time you may notify us that you wish us to accept a prospective Client for the purposes of this Agreement. We may, however, in our absolute discretion, refuse without prior notice to accept any prospective Client without giving any reason or being liable for any resulting loss.

3.3 Each Client proposed by you will be required to meet the current minimum requirements for new accounts with us, which will be sent by us to from time to time. Properly filled in and formed documents (or filled in and uploaded on our official web-site) for opening a trading account of the proposed clients has to include full personal information such as clients personal e-mail address, telephone numbers, postal address and so on.

3.4 Prior to the opening of each account for new Clients, you shall furnish us with or arrange for the summation to us of all financial and personal information concerning each of the proposed client.

3.5 If we agree to accept any person introduced by you as our Client, then such person will enter into a Client Agreement with us and we will open an account in our books in the name of the Client, whereupon the Client shall be bound by the terms of the said Client Agreement. Upon our request, you shall furnish us with or arrange for the submission to us of any other documents and agreements executed by the said Clients, which we may reasonably require in connection with the operation or maintenance of the account.

4. Regulatory Matters and Restrictions

4.1 You agree that we shall treat the Client as our Client. We will classify the Client in accordance with the CySEC Rules (i.e. Retail Client or Professional Client or Eligible Counterparty).

4.2 You confirm that:

(a) you have obtained all necessary authorisations if necessary (including, without limitation, any regulatory or governmental consents, approvals or licences) to enable you to enter into and perform your obligations under this Agreement and you undertake to maintain such authorisations, licences and consents during the term of this Agreement and shall inform us of any changes;

(b) your activities in introducing prospective Clients to us will not require us to obtain any authorisation, licence or consent from any regulatory authority to carry on regulated activities of the kind contemplated under this Agreement in any relevant jurisdiction or to promote our services to such prospective Clients;

(c) you will notify us immediately of any actual or potential contravention of any such legal or regulatory requirement and we are entitled to assume that all necessary authorisation, licence or consent remains in effect until you notify us otherwise;

(d) you will notify us immediately if any actual or proposed judgement, order, disciplinary sanction is imposed upon or entered against you or any other action or claim is taken against you (including without limitation any pending litigation), in relation to your activities under the Applicable Regulations which has, or may have, in our reasonable opinion, a material adverse effect on your reputation or financial standing;

(e) you have, prior to execution of this Agreement, fairly disclosed to us all information (including, without limitation, any material information relating to your regulatory standing (if applicable) and details of any material difficulties previously encountered by you in the provision to Clients of such similar services as those contemplated in this Agreement) which may reasonably be considered material to us in deciding whether to deal with you and/or any Client or in determining the basis on which our services should be provided;

(f) all information supplied by you to us (including, without limitation, information relating to any Client or its account) is true, complete and accurate in all material respects and you will advise us forthwith of any material change to information previously provided; and

(g) you will comply with all applicable legal and regulatory requirements in each jurisdiction in which you carry on business.

4.3 We will deal directly with Clients that enter into a Client Agreement with us. We will give to you and the Client all information, disclosures, explanations and documents which we are required to provide under the CySEC Rules or any Applicable Regulations.

4.4 We are entitled to assume, without enquiry, that any information which you give to us about the Client is complete and accurate and that it remains so, unless we are advised otherwise by you. If we are required to perform a suitability assessment or an appropriateness assessment under the CySEC Rules derived from article 19 of MiFID, we may rely upon such assessment performed by you if you are subject to the requirements for assessing suitability and/or appropriateness under those rules or equivalent rules in another EEA state. You hereby agree that you use your best efforts in making an adequate inquiry so as to be thoroughly familiar with the Client's financial status and trading objectives and all other information contained on the Client's application. You hereby agree to bring to our attention anything that might adversely impact on the credit worthiness of any Client.

4.5 In certain circumstances, we may require further information about the Clients and/or we may apply our own identification/verification procedures. You shall comply with all reasonable requests or instructions notified to you by us from time to time. Upon such requests or instructions you agree to provide us with any relevant information which you may have concerning persons introduced to us by you so as to ensure that we can comply with our obligations to verify the identity of Clients under the Cyprus anti-money laundering regulations and with our responsibilities under the Act and all other Applicable Regulations with respect to such Clients.

4.6 You also agree to update or revise any information contained on the Client's application as may be necessary from time to time and to comply with all Cyprus anti-money laundering statutes, rules, regulations and interpretations as may be enacted from time to time.

5. Services to be provided to Clients by us

5.1 We will provide our services on a reception and transmission for execution basis and an execution basis in respect of Financial Instruments (Contracts for Differences and Non Deliverable Forwards) in relation to currencies, Equity Indices; Metals; Futures; Options; and Commodities ("Transactions"). We will provide such other services as we specifically agree with the Client from time to time according to our Client Agreements.

5.2 Unless specifically agreed between us and the Client in writing, we will not provide the Client with any services which involve the giving of advice by us. For the avoidance of doubt, we shall have no liability or responsibility for (i) any investment, advisory, arranging or other services provided by you or (ii) any transaction or business arranged or otherwise effected by you for or with the Client which does not involve us. You do not (in the absence of any written agreement to the contrary) have any authority from us to give investment advice or provide discretionary or other services in our name or on our behalf.

6. Your Obligations and Responsibilities

6.1 You shall perform the Services including without limitation your obligations under this Agreement and otherwise conduct your business and affairs in accordance with such professional and ethical standards as are widely regarded as being best practice and in accordance with Applicable Regulations. You shall not take any steps which would cause us to fail to observe the standard of behaviour reasonably expected of persons in our position and will comply with all applicable laws and rules and requirements applicable to you or us and disclose to us promptly any complaint, regulatory investigation, or disciplinary action or any other development that may have a material impact on your ability to provide the Services in accordance with Applicable Regulations.

6.2 All instructions and orders concerning each Client's account shall be transacted by the Client or an agent of the Client acting under a valid Power of Attorney. Instructions or orders received via our Trading Platform or telephone dealing will be carried out during our normal business hours allowing us sufficient time to act upon them and according to the Client Agreement. You agree that acceptance of an instruction to withdraw or amend an existing order is always subject to us receiving the instruction in time for the appropriate action to be taken.

6.3 Subject to any restrictions contained in this Agreement, you shall provide the Services or such other services which may from time to time in our reasonable opinion become necessary and which are notified in writing by us to you and agreed between us.

6.4 You shall:

- (a) not take or omit to take any action which you know or ought reasonably to know is reasonably likely to prejudice or to bring into disrepute in any manner our business or reputation or that of any of our associates;
- (b) not knowingly do or commit (or permit to be done or committed) any act, matter or thing that you know or ought reasonably to know is reasonably likely to put us in breach of any of the provisions of the Client Agreement or Applicable Regulations;
- (c) not make any representation or warranty concerning us except as authorised by us;
- (d) not, in your capacity as introducer, incur any liability on our behalf or in any way pledge or offer our credit or accept or enter into any contract binding upon us; and
- (e) at times act in good faith for and towards us;
- (f) not in any way represent to any Client that you or will guarantee such Client against loss, limit the loss of such Client or not call for or attempt to collect required initial margin maintenance margin as established by us;
- (g) not do anything, which is either intended or has the effect of creating a binding contract or arrangements between us and any other third person or of engaging us in any liability.

6.5 You shall not at any time hold any assets belonging to Clients or money which is or is to be treated as client money under the CySEC Rules.

6.6 Upon our request, you shall provide us with your annual audited financial statements within three months of the end of your accounting reference period or, if you are an individual, you shall provide us with such evidence of your financial standing as we may reasonably request from time to time.

6.7 Throughout the period of this Agreement, if you are a legal entity you will make available such suitable personnel (including, upon our reasonable request, a senior officer) both during the normal business hours and outside normal business hours in the case of emergency as shall be reasonably necessary to enable you to perform your obligations hereunder and to monitor and make available information relevant to all documentation prepared by us for the purpose of processing relevant transactions and dealing with any queries arising there from, and shall also make available such other facilities of liaison, co-ordination and co-operation as shall reasonably be necessary to facilitate the efficient carrying out of your obligations envisaged under this Agreement. In the event that you are a natural person, you will take all reasonable steps to perform your obligations hereunder.

6.8 You shall, save to the extent necessary to effect introductions hereunder and to perform your obligations under this Agreement (and notwithstanding any termination of this Agreement), keep all information relating to us or our services strictly confidential and shall not disclose the same to any other person or seek to utilise the same in order to obtain any commercial advantage over us for yourself or any other person or entity.

6.9 You shall maintain appropriate records in relation to your Services and provide us with such information on the performance of your obligations under this Agreement as is agreed between us in writing from time to time or otherwise reasonably required by us in writing in order to satisfy us that you are performing your obligations effectively and in accordance with the Applicable Regulations.

6.10 You agree that upon reasonable written notice you will co-operate with CySEC and any other relevant regulator of us in relation to the matters covered by this Agreement.

6.11 You agree that upon reasonable written notice you will grant effective access to data which you hold or to which you have a right of access to in relation to the matters covered by this Agreement, and to your business premises, to us, our auditors, and CySEC and any other relevant regulator.

6.12 You agree that any "Promotional material" must be reviewed and approved by us prior to publication and distribution to existing or prospective Clients. Promotional Material includes all written material generated by us or you. Promotional material also includes published written texts, compliance and procedures memoranda and manuals, training materials, advertisements, research reports, correspondence to Clients or prospective Clients, as well as market analyses, newsletters and generally anything written that assists in the solicitation process.

6.13 You agree that you will notify us any of any other business activities entered into you during the term of this Agreement and you will provide us with information, as requested, regarding said activity.

6.14 You are independent of us and you shall have no authority to bind us in any way unless specifically contemplated herein or agreed by us in writing.

6.15 In the event that you become our Client for your own account, you will produce any evidence we may require in order to verify that you are indeed trading for your own account.

6.16 You will not manage your Clients' trading accounts opened with us.

6.17 Without prejudice to any provision contained herein, you are strictly forbidden to advertise direct URL of our website (<http://www.fibogroup.eu>) by means of a referral link such as www.fibogroup.eu/?ref=IB_Name or in contextual advertising systems such as Yandex.Direkt, Begun, Google Adwords, manner networks, or internet catalogues, etc. You are also strictly forbidden to use forced redirects to send visitors to any of our official websites, whether present or future

7. Our Obligations

7.1 We shall provide to you relevant marketing literature and documentation relating to our services. You shall procure that no marketing literature or documentation other than that directly translated from our existing English based literature or approved by us in advance shall be utilised in relation to the introduction of prospective Clients.

7.2 We will render full assistance (such as consultation, technical assistance) and provide all necessary software support to you for the purposes of this Agreement.

8. Indemnity and Damages

8.1 You agree to indemnify and hold harmless us, our directors, officers, employees and affiliates, from and against any liability, claims, demands, proceedings, costs, damages, expenses (including legal fees) and penalties whatsoever suffered or incurred by us arising out of your negligence, willful default or fraud or breach of your obligations under this Agreement.

8.2 To the maximum extent permitted by applicable law, in no event shall we or our affiliates, parent companies, employees, agents, attorneys, officers, managers, directors or suppliers, be liable for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use any software provided by us to you or the Clients for its use in transacting business with us, even if we have been advised of the possibility of such damages.

8.3 Notwithstanding the termination of this Agreement, you will indemnify us against any loss or liability suffered by us as a result of any contravention of any such legal or regulatory requirement.

9. Client Complaints

9.1 You will promptly inform us by telephone and in writing, of any complaint against us, marked for the attention of our Compliance Officer at complaints@fibogroup.eu. Where appropriate and possible you shall submit a full and detailed report with any supporting documents relating to the complaint within five days of receiving the complaint.

9.2 You agree to notify us of any written complaint received from a Client which relates to any function that you have undertaken and, in the event you agree action is necessary, you undertake to take reasonable steps to amend your procedures to avoid the occurrence of similar complaints in the future.

10. Fees

10.1 We shall pay to you Commission in accordance with one of the commission calculation schemes, as set out in Schedule 2 to this Agreement.

10.2 The billing period for the calculation of your Commission shall be deemed to be a trading day.

10.3 The payment of your Commission to be made no later than 5:00pm on the business day following the billing period. If and to the extent that your Commission has not been paid to you within the timeframe specified herein, an aggregate sum of your Commission for all unpaid billing periods to be paid to you on the first, available for payment,

business day.

10.4 We have the right, at payment of your Commission, to exclude from the amounts due trading positions that were closed less than in fifteen seconds after opening.

10.5 In the event that until 23:59:59 pm of the day of payment you do not disapprove in writing amount of the Commission transferred to your account, the payment shall be considered as transferred correctly, the sum of payment confirmed by both parties and shall not be disputed by you.

10.6 Such Commission shall continue to be payable to you following any termination of this Agreement provided:

- (a) such termination takes place upon expiry or by notice under Clause 11.1;
- (b) at all times following such termination:
 - (i) you shall comply with the provisions of the Agreement which survive termination;
 - (ii) no confirmation or representation given by you shall subsequently prove to be incorrect;
 - (iii) you shall not act in any manner which would, during the term of this Agreement, entitle us to terminate pursuant to Clauses 11.2 and 11.4; and
- (c) you shall not act in any manner which may damage our business or reputation or cease, in our reasonable opinion, to be a fit and proper person to conduct, or be associated with, designated investment business (as defined under the CySEC Rules).

10.7 We shall not be liable for any travel, communication or other expenses incurred by you in relation to this Agreement.

10.8 You confirm that you shall be solely responsible for any costs or expenses incurred by you pursuant to this Agreement and that you shall only be entitled to receive the commission.

11. Termination

11.1 This Agreement shall commence with effect from the date on which we acknowledge receipt of the signed copy of this Agreement from you and, subject to Clauses 11.2 and 11.4 below, shall continue until terminated by one month's written notice given by either party to the other at any time.

11.2 Either party may terminate this Agreement forthwith at any time by giving written notice to the other («the Party in Default») if:

- (a) the Party in Default goes into administration or liquidation or becomes insolvent or is wound up or resolves to do so or a petition seeking an administration or winding-up order is issued in relation to the Party in Default (or an analogous event occurs under the law of any jurisdiction); or
- (b) the Party in Default either commits any breach of this Agreement which is irremediable or, if remediable, is not remedied within 10 days after written notice is given to the Party in Default by the other requiring such remedy.

11.3 In addition, we shall be entitled to terminate this Agreement summarily, by notice in writing to you, and without further obligation to you, if you cease, in our reasonable opinion, to be fit and proper to introduce prospective Clients to us, if you no longer hold the necessary authorisation if it is necessary, licence or consent to enable you to perform your obligations under this Agreement or if you are prevented for any reason from carrying out your activities hereunder or if you do not introduce a new client for a period of more than two months.

11.4 Forthwith upon any termination of this Agreement you shall procure the delivery to us of all documents belonging to us (including all marketing literature provided to you pursuant to Clause 7.1), transfer relevant records or data to us, and undertake not to retain any copies thereof.

11.5 Notwithstanding any termination of this Agreement, you shall provide all information and assistance required by us for the purpose of dealing with the Clients prior to such termination and shall take no action which may result in such Clients terminating or ceasing to develop their relationship with us.

11.6 In the event of the termination of this Agreement, it is expressly understood and agreed that we will continue our relationship with the Clients introduced by you if the Client wishes this.

12. Notices

12.1 All notices shall be in writing and may be served personally at or by fax, courier or email to our respective addresses set forth in this Agreement or such other address as either you or we may give notice to the other from time to time. You must ensure that at all times we are able to communicate with you by telephone, fax or email.

12.2 Such notice or other communication will be deemed effective if in writing and delivered in person or by courier, on the date it is delivered or if sent by facsimile transmission, on the date that transmission is received by the recipient, or if sent by registered mail or the equivalent, on the date that mail is delivered or if sent by email on the date that email is delivered, unless the date of delivery (or attempted delivery) or the date of receipt, as applicable, is not a Business Day or the communication is delivered (or attempted to be delivered) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

13. Governing Law and Jurisdiction

13.1 This Agreement shall be governed by and construed in accordance with Cyprus Law and, subject to the dispute resolution provisions in Clauses 20.9 and 20.10, you irrevocably agree for our exclusive benefit that the courts of Cyprus are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any proceedings may be brought in such courts.

13.2 Nothing contained in this Clause 13 shall, however, limit our right to take proceedings against you or any Client in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

14. License to Use our Proprietary or Other Property

14.1 Subject to the terms and conditions of this Agreement, we hereby grant to you, for the duration of this Agreement, a license to use, property, including, but not limited to, records, forms, trade literature, newsletters, market reports, articles, computer software and any reproduced copies or negatives thereof, and any information reflected or contained therein, provided and furnished by us or otherwise obtained by you during your relationship with us ("Proprietary Property").

14.2 Proprietary Property, regardless of the author, shall remain our sole property and shall be accounted for and returned by you to us on demand. It is expressly understood that your license to the use or possession of Proprietary Property is to fulfil your obligations to us under this Agreement and you have no other right or proprietary interest in the Proprietary Property other than the license provided in this paragraph.

15. Severability

15.1 Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future applicable statute, law, ordinance or regulation governing the transactions hereunder, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law. In the event that any part, paragraph, sentence or clause of the Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

16. Entire Agreement

16.1 This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and the basis of all our dealings with you and supersedes all previous written or oral communications or understandings, whether formal or informal, with respect thereto.

17. Amendment

17.1 We may amend this Agreement by notice in writing to you at any time. Any such amendment shall take effect from the date specified by us but may not be retrospective or affect any rights or obligations that have already arisen.

Otherwise, this Agreement may only be varied by the written agreement of both you and us.

18. Force Majeure

18.1 We shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by you as a result of any total or partial failure, interruption or delay in the performance of our duties and/or obligations under this Agreement occasioned by any act of God, fire, war, civil commotion, labour dispute, act of government, state, governmental or supranational body or authority, or any investment exchange and/or clearing house, inability to communicate with market makers for whatever reason, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between us and you or any other third party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control.

19. Waiver

19.1 No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

20. General

20.1 The rights and remedies in this Agreement and the indemnities contained in Clause 8 are cumulative and not exclusive of any rights or remedies provided by law.

20.2 Unless otherwise permitted by the CySEC Rules or any other Applicable Regulations, nothing in this Agreement shall be taken to exclude or restrict our obligations under the CySEC Rules or any other Applicable Regulations. We shall be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with the CySEC Rules or any other applicable Regulations and such actions shall be binding on you and shall not render us or any of our directors, officers, employees or agents liable.

20.3 Subject to any restrictions contained in this Agreement, you agree that we (including our associates, employees or representatives) shall be entitled to telephone you without express invitation (or make other “unsolicited real time communications”) during normal business hours (or such other times as may be convenient) if we consider it appropriate.

20.4 You may not without our prior written consent transfer this Agreement or any interest or obligation in or under this Agreement and any purported transfer without such consent shall be null and void. Following such consent to the transfer of any interest or obligation under this Agreement, you shall remain responsible for the performance of all of the transferee’s obligations under the Agreement.

20.5 If you are a partnership or more than one person, any liability arising under this Agreement shall be deemed to be the joint and several liabilities of the partners in the firm or of such persons as aforesaid. This Agreement shall not be terminated or prejudiced or affected by any change in the constitution of such firm or by the death of any one or more of such persons but in the event of any such death notice of termination shall be given by the survivor or survivors of such persons or the personal representatives of any such persons who have died.

20.6 You (i) consent to the recording of the telephone conversations in connection with this Agreement and (ii) agree to obtain any necessary consent of, and give notice of such recording to, such of your personnel and your associated companies as may be necessary. You further agree that any such recording may be submitted in evidence to any court or in any legal proceeding for any purpose relating to this Agreement.

20.7 We use the following software, which may be changed in our absolute discretion: Meta Trader 4 and Meta Trader 5 (both platform and mobile versions).

20.8 Your Services hereunder shall not be exclusive and we shall be entitled at any time to appoint any other person or entity to provide services to us in any jurisdiction, whether or not similar or identical to the Services to be provided by you hereunder.

20.9 Disputes and disagreements which can arise at execution of this Agreement will be resolved, whenever possible, by negotiations between the parties.

20.10 Any disputes and disagreements which cannot be settled by negotiations will be resolved in accordance with the laws of the Republic of Cyprus.

20.11 This Agreement is made in two original copies, that both have equal validity.

Signed for and on behalf of FIBO GROUP HOLDINGS, Ltd:

Fibo Group Holdings, Ltd.

Agias Fylaxeos 182, Kofteros Business Center, office
103, 3083 Limassol, Cyprus

Beneficiary Bank: Rietumu Bank
IBAN: LV31RTMB0000617806978
SWIFT: RTMBLV2
Beneficiary: FIBO Group Holdings Limited

Pavlos Kosidis
Director
Signature

.....

[Seal]
Date:

Signed for and on behalf of the IB:

Full Name:

Registered Address:
Country of Incorporation / Residence:
Incorporation / Passport Number:

Postal Address:
Postal code:

E-mail address:
Tel No:

Name:
Position:

Signature

.....

[Seal]
Date:

SCHEDULE 1

The Services

1. Procuring or endeavouring to procure persons to enter into Client Agreements with us.
2. Guiding clients how to open trading or demo accounts.
3. Assist in training Clients on how to use the online trading platform of FIBO GROUP HOLDINGS LTD. Furthermore, update Clients on market closure or exchange adjustments as required that may affect:
 - (a) CFDs in Currencies (SPOT FOREX).
 - (b) CFDs in Equity Indices; Metals; Futures; Options; and Commodities.
4. The provision of assistance to us in preparation and making of or despatch of as the case may be:
 - (a) margin calls and
 - (b) daily and/or monthly statements.
5. Advising and assisting us in day-to-day matters concerning the maintenance of good Client relations.
6. Advising and assisting us in bringing claims and in taking default action against any Client.
7. Providing us with such information as we may reasonably require concerning the identity, status and financial standing of any Client and in particular carrying out anti-money laundering verification in relation to any Clients in a manner as shall be agreed between us from time to time and in accordance with the procedures set out in the Annex to this Agreement.
8. Providing such other services to us as shall be agreed between us from time to time.

Signed for and on behalf of FIBO GROUP HOLDINGS, Ltd:

Fibo Group Holdings, Ltd.

Agias Fylaxeos 182, Kofteros Business Center, office
103, 3083 Limassol, Cyprus

Beneficiary Bank: Rietumu Bank
IBAN: LV31RTMB0000617806978
SWIFT: RTMBLV2
Beneficiary: FIBO Group Holdings Limited

Pavlos Kosidis
Director
Signature

.....

[Seal]
Date:

Signed for and on behalf of the IB:

Full Name:

Registered Address:

Country of Incorporation / Residence:

Incorporation / Passport Number:

Postal Address:

Postal code:

E-mail address:

Tel No:

Name:

Position:

Signature

.....

[Seal]

Date:

SCHEDULE 2

Commission Calculation Scheme

This Schedule, without prejudice to the provisions set out in Article 10 of the Introducing Broker Agreement, shall lay down the rules relating to calculation and settlement of the commissions payable to you for services rendered under the Introducing Broker Agreement.

1.1. Amount of the commission is determined depending on the real total trading volume of Clients introduced by you within the calculation period specified in clause 10.2 of the Introducing Broker Agreement.

1.2. The commissions are calculated and payable to you in US Dollars.

1.3. We offer you the following scheme of calculation of the commission.

Commissions calculation scheme IB Program:

Time from the moment of completion of the first order within the group of the attracted clients		≤ 3 months	> 3 months			
Threshold amount of the total trade turnover of funds on the accounts* of attracted clients (lots)		any	300	2000**	5000**	>5000**
Agent's Commission per 1 lot***	on MT4 NDD No Commission, as a percentage of spread	30%	26%	28%	30%	32%
	on MT4 NDD, as a percentage of commission charged to the clients.	25%	15%	20%	25%	30%

* total trade turnover is based on the following factors:

1 lot MT4 NDD No Commission = 1 lot of total trade turnover;

1 lot MT4 NDD = 0.2 lots of total trade turnover.

** Agency commission ratios in appropriate column apply only to the trading volume that exceeds the previous threshold of the total trade turnover.

*** 1 lot - complete (closed) transaction of 100 000 units of base currency.

Trade turnover on cTrader STP and on MT5 NDD is not included in total trade turnover. On cTrader STP/ MT5 NDD agent's commission shall amount to 25% of the commission charged to the customers.

1.4. You agree that calculation of the commissions shall be performed solely by us. Your claims regarding accuracy (correctness) of the commission calculated by us shall be accepted only within terms stipulated in clause 5.6 of the Introducing Broker Agreement. Your claims declared after the said term shall not be accepted.

1.5. This Schedule shall be valid only if provided that you have chosen the commissions calculation scheme by signing (by you or by your authorized representative) under one of the tables presented herein, above.

1.6. This Schedule shall constitute an integral part of the Introducing Broker Agreement and shall not be considered and interpreted separately and independently. Provisions of the Introducing Broker Agreement shall prevail in all aspects.

Signed for and on behalf of FIBO GROUP HOLDINGS, Ltd:

Fibo Group Holdings, Ltd.

Agias Fylaxeos 182, Kofteros Business Center, office
103, 3083 Limassol, Cyprus

Beneficiary Bank: Rietumu Bank
IBAN: LV31RTMB0000617806978
SWIFT: RTMBLV2
Beneficiary: FIBO Group Holdings Limited

Pavlos Kosidis
Director
Signature

.....

[Seal] Date:

Signed for and on behalf of the IB:

Full Name: Registered Address:
Country of Incorporation / Residence:
Incorporation / Passport Number:

Postal Address: Postal code:
E-mail address: Tel No:
Name: Position:
Signature

.....

[Seal] Date: