

FXPRIMUS

INTRODUCING BROKER AGREEMENT



1. INTRODUCTION

1.1 PRIMUS MARKETS INTL Ltd (the “Company”) is a Vanuatu Investment Firm (the “IF”) incorporated in the Republic of Vanuatu with Company Number 14595. The Company is authorized and regulated by the Vanuatu Securities and Exchange Commission (the “VFSC”), with a Dealer in Securities Principal’s License (the “License”) Company granted by the Minister of Finance and Economic Management of Vanuatu. The foundations of the services offered to Clients are based on the License Company. The Company is trading under the PRIMUS MARKETS INTL trade name and through the URL www.fxprimus.com/INT.

2. INTRODUCER TERMS & AGREEMENT

2.1 THIS AGREEMENT is entered into between Company and (“Introducer”). WHEREAS, Introducer is engaged in the business of soliciting customers for transactions in Foreign Exchange and wishes to introduce such customers to COMPANY on an exclusive basis; and WHEREAS, Introducer and COMPANY wish to enter into an agreement pursuant to which Introducer will identify and refer prospective, suitable counter parties to COMPANY for the purpose of entering into transactions in Foreign Exchange;

NOW, THEREFORE, in consideration of the premises and the covenants and representations contained herein, the parties agree as follows.

3. GENERAL PROVISIONS

3.1 In accordance with the terms and conditions signed and agreed to by a Customer of Company “Customer Agreement,” which uses his/her trading account to trade FOREX, the Introducer has a right to attract new customers (hereinafter referred to as the “Customers”) for COMPANY, on the basis and under the Terms & Conditions “Terms” provided herein.

3.2 The Customer Agreement along with requisite AML, Risk Disclosures and supporting documentation provided by COMPANY to the Customer are an integral part of the Customer Agreement.

3.3 Terms are binding for each Customer of COMPANY from the moment the Customer accepts the terms of the Customer Agreement with COMPANY.

3.4 Once the Terms are accepted, the Introducer in his own name and for Remuneration should:

- hold the advertising events in favour of the COMPANY;
- hold the events not conflicting with the legislation of the country of residence and aimed at the attraction of potential Customers;
- inform the potential Customers about COMPANY’s activity and services, advantages and others;
- notify the potential Customers of all the necessary information about COMPANY, including the addresses and contact requisites of COMPANY, common and special terms of services.
- introduce the COMPANY’s web-site www.fxprimus.com/vu and its structure, refer to the documents and information placed on this website, comment and explain it.

3.5 These Terms, as amended from time to time and as they are published in the website of the Company, override any previous, current or future representation, expressed or implied, made or to be made by FXPRIMUS and/or any of its representatives, and shall be the only legally enforceable mean that defines the relationship between the Introducer and the Company.

4. INTERACTION OF THE PARTIES

4.1 Under no circumstances are these Terms to be considered a Partnership, joint venture and/or employer-employee relationship. The Introducer may operate and introduce itself in interaction with the third parties only as a Customer of the COMPANY and not in any other capacity. The Introducer may not use the name of the COMPANY, the logo of the COMPANY, etc. anywhere including advertising materials, forms, business cards, announcements and publications without a written consent from the COMPANY.

4.2 Under no circumstances the COMPANY is responsible for:

- any actions of the Introducer carried out with breach of the Terms and /or the Customer Agreement provisions;
- any actions of the Introducer carried out outside the limits of its authority provided by the COMPANY;
- any losses of the third parties caused by the Introducer;
- claims to the Introducer resulted from its failure to comply with clause 5.1 hereof.

4.3 The parties agree to comply with the provisions provided in these Terms and /or the Customer Agreement, unless otherwise specified and signed by the parties under mutual agreement.

5. OBLIGATIONS OF THE INTRODUCER

5.1 The Introducer agrees to act in compliance with the legislation of the country of its residence.

5.2 The Introducer agrees to notify COMPANY immediately about any intervention by right or without a right in its activity.

5.3 The Introducer agrees to use best endeavors to attract potential customers for COMPANY.

5.3.1 The Introducer agrees that referred customer accounts that remain unfunded after registration for a period of at least ninety (90) days will be “purged” or otherwise removed from the Introducer’s referral network, and that the Introducer’s referral ID will be withdrawn from the customer’s account. Introducer acknowledges that he/she will not receive rebates/commissions if customer funds after the ninety (90) day period.

5.3.2 The introducer agrees that the minimum number of active trading clients referred should be at least 5 clients. In case the introducer fails to refer at least 5 active clients within 90 days from signing up as an introducer, the Company, at its discretion, may terminate the contract after notifying the introducer. Given the above and the event that the contract is not terminated then the rebates/commissions will be set to the default amount as set by the Company periodically.

5.4 The Introducer is responsible for accuracy of customer's application form and authenticity of the data provided by the customer. A Customer is considered to be attracted by the Introducer provided one of the following conditions is observed:

5.4.1 The Customer indicates Introducer's ID and/or contact details upon trading account registration;

5.4.2 The Customer registers a trading account via a special link provided by the Introducer. In this case the Introducer's ID is entered automatically.

5.5 COMPANY reserves a right to register a customer as attracted by the Introducer provided the Introducer may prove the fact of attracting this customer and explain the reason why the customer's registration was not carried out in compliance with clause 5.4 hereof.

5.6 The Introducer is entitled to accord all and every advertising material including the business cards of the Introducer if necessary to use the advertisement and/or the advertising products within fulfillment of obligations under these Regulations.

5.7 The Introducer agrees not to use unprincipled types of advertising to promote its activity. In particular it is prohibited to use:

- active promotion;
- advertising on immoral (including pornographic) websites;
- advertising on websites breaching the Introducer's country of residence legislation;
- send spam;
- advertisements with deliberate misleading description of the services provided and also deliberate nondisclosure of the risks and information about the services provided to customers;
- advertisements containing inauthentic information or breaching legislation of the Introducer's country of residence;
- anything that may bring harm to the positive image of the "Broker";
- any other types of unprincipled advertising.

5.8 The Introducer is prohibited from:

5.8.1 Registering and/or using the domain names or brand names on any social network, search engines, online advertising platforms, websites, any media or medium, containing a part of the name and/or full name and/or a close variation of the Company's name, for example: FXPrimus, Primus ,FXPrime, etc. without prior consent from the Company.

5.8.2 Register an organization and/or use the word "Primus Markets INTL Limited", its any part and other version of writing this word.

5.9 The Introducer is prohibited from money relations with customers (including accepting money, payment and bank cards, etc.) since COMPANY is fully responsible for this part of work.

5.10 The Introducer agrees to keep confidential COMPANY's activity and/or the information that the Introducer becomes aware of in accordance with the requirements of these Regulations.

5.11 The Introducer agrees to inform COMPANY about all the facts and circumstances, it becomes aware of, that may result in undesired consequences (risks) for COMPANY.

5.12 Should Customers assert claims to the COMPANY connected with activity of the Introducer, the Introducer agrees to settle all the claims of such customers on its own.

6. RIGHTS AND OBLIGATIONS OF COMPANY

6.1 COMPANY agrees to provide the Introducer with necessary assistance in executing the mission stipulated hereby.

6.2 COMPANY agrees to pay Commissions to the Introducer in the amount and under conditions stipulated hereby.

6.3 COMPANY is responsible for dealing operations and settlement. For settlement verification the Introducer may ask his Customer to provide a report. On its basis the Introducer may appeal to the settlement made by COMPANY. COMPANY does not provide reports on the customers attracted by the Introducer.

6.4 COMPANY has the right to control the Introducer activity in functions and obligations performing under these Regulations.

6.5 COMPANY has the right to ask and get the detailed report about the Introducer's obligations fulfillment under these Regulations.

7. LIMITATION OF INTRODUCER'S AUTHORITY

7.1 The Introducer does not have a right to do the following without prior written consent from COMPANY:

7.1.1 Assume responsibility on behalf of COMPANY or put COMPANY under any obligations;

7.1.2 Publish or assist in any advertising publications related to COMPANY in mass media; also publish and distribute any articles and letters related to COMPANY or assist in writing of such articles and letters in any newspapers, magazines and other periodicals, Internet blogs and forums;

7.1.3 Give any guarantees and/or promises, make any claims in relation to any payments under any contracts and/or agreements concluded by COMPANY.

7.2 The Introducer, entering into relations with customers, agrees to inform the interested persons and Customers about its Introducer status and powers. Since the Introducer is an intermediary, it is COMPANY who carries out all actual actions necessary for conclusion and execution of Customer agreements with the customers, also it enters into actual interaction with them, prepares and signs all the required documents.

7.3 The Introducer does not have a right, in its own name and/or on behalf of the interested person, to register a new user in the system of COMPANY and /or accept Customer agreements on behalf of Customers, use personal logins, passwords and possibilities of personal areas of COMPANY's customers. The Introducer agrees to inform the Customer that the Customer does not have a right to provide the third parties with the registration data (login and password) required for authorization on www.fxprimus.com and agrees to keep them secure and confidential. Within the terms of the Customer Agreement all actions related to the execution

of the Customer Agreement and/or to usage of login and password of the customer are considered to be executed personally by the customer. COMPANY does not bear responsibility for unauthorized use of the registration data of the customer by the third persons.

7.4 Under no circumstances the Introducer has a right to:

- accept from customers and/or give out to customers money. All settlement payments with customers are made by COMPANY.
- Act as an Introducer on behalf of any third parties.

7.5 Limitations stipulated by clauses 7.1 -7.4 hereof are in force within the effective period of the Terms and within 5 years after its termination or cancellation.

7.6 Should as a result of the Introducer's failure to comply with conditions of the Terms (including unauthorized actions or claims of the Introducer) there will be filed lawsuits against the COMPANY, all the losses suffered by COMPANY are to be compensated by the Introducer in the full scale. Losses are understood as expenses that COMPANY incurred or will incur restoring its rights and interests (real losses) as well as non-derived income that COMPANY would have gained in usual business intercourse should its rights and interests were not infringed (lost profit) when valuable interests or business reputation of COMPANY were violated as a result of failure to execute or improper execution of obligations by the Introducer under these Terms. The Introducer does not have a right to dispute the amount of loss claimed by COMPANY for compensation.

7.7 Should the Introducer break conditions of these Terms, COMPANY reserves the right to block the trading account of the Introducer until all losses, suffered as a result of breach of the conditions hereof, are compensated. COMPANY has a right to cover losses inflicted by the Introducer by the money payable to the Introducer under these Terms and also under the Customer Agreement and its integral appendices.

7.8 The Introducer, his relatives or affiliates cannot act as the Introducer's customers. In case any data of the Introducer and his Customer coincide (such as passport data, address, telephone, e-mail, IP-addresses, etc.), this Customer's login will be excluded from the Introducer's customer list, and no bonuses will be paid for it. The accounts, traded from one ip-address, are considered as one active account. Should the ip- address of a Customer coincide with the ip-address of the Introducer such accounts are considered as affiliated and no bonuses are payable for them. On a case by case basis and at its sole discretion, the Company may allow the Introducer to be remunerated from trading activity of their introduced relatives or themselves. Such allowance will be communicated to the Introducer by email or in written form. Such allowance will be made by the Company with the understanding that it may be immediately removed, should the Company suspect any abuse of its systems and/or rebate given, to the effect that the Introducer will have (or attempted to have) created an arbitrage gain at the expense of the Company.

8. TRADING COMMISSIONS PAID TO INTRODUCER BY COMPANY

8.1 Each month COMPANY pays out commissions for every single Customer account attracted by the Introducer in the amount stipulated by clause 8.3 hereof.

8.2 Commissions of the Introducer are calculated for every single Customer account attracted by the Introducer and are credited to the trading account of the Introducer (hereinafter the "Account") in one of the following ways:

8.2.1 On a real-time basis: commissions are credited to the Introducer after each complete transaction made by the customers attracted by the Introducer, taking into account the requirements of clause 8.7 hereof;

8.2.2 On a daily basis: in this case all complete transactions made by the attracted customers during the settling-day are considered, taking into account the requirements of clause 8.7 hereof;

8.3 On a monthly basis; paid to Introducer within fifteen (15) days following the last day of the calendar month.

8.3.1 The mode of commission calculation is at the discretion of COMPANY.

8.4 Settlement period is understood as a calendar month. The Introducer has a right to submit a request for withdrawal of the commission money from its Account anytime within the month following the settlement month. The request is submitted only via the Client area on COMPANY's website. The request is to be processed by COMPANY within 2 (two) business days from the date it is received, provided the amount of the commissions added for the settlement period and payable to the Introducer is not less than USD100. Commissions will be paid out within 15 days following the settlement month. For example, commissions generated during the month of September, are paid out within the first 15 days of October should they be requested by the Introducer. Should the sum of the commissions payable to the Introducer for the settlement period be less than 100 USD, the commissions is not paid. The commissions added at the end of the following settlement period is increased for the sums of the commissions not paid out on the grounds stipulated by this clause of the Regulations.

8.5 COMPANY starts adding and paying commissions to the Introducer under the condition stipulated by clause 8.1. hereof, i.e. the Introducer has 1 active account opened by the attracted customers. Active account is understood as an account that has at least one transaction per month.

8.6 COMPANY does not credit any commissions for the positions conforming to the following terms:

8.6.1 Position is closed with profit or loss of one (1) pip or less. COMPANY reserves the right to modify this clause without prior notice to the customer should it be deemed necessary.

8.7 COMPANY has a right to introduce at its sole discretion amendments to the conditions of commissions adding and payment keeping with clause 12.4 of the Regulations.

8.8 The Company at its absolute and sole discretion may amend from time to time the commissions agreed with the Introducer without prior notice.

8.9 Commissions indicated in clause 8.1 hereof are the only payment to the Introducer and the Introducer may not claim for another remuneration, unless otherwise mutually agreed to by Introducer and COMPANY.

8.10 The Introducer accrues the right to withdraw the commission sum from the Account only provided the Account is activated by COMPANY.

8.11 The Conditionally Approved Introducer will be unable to withdraw, transfer, trade or otherwise remove or use trading commissions or rebates until after their account has been activated.

8.11.1 Conditionally Approved Introducer accounts will be activated only after the Introducer has satisfied the documentation requirements in clause 9.1.3 of this agreement.

9. INTRODUCER REGISTRATION PROCEDURE

9.1 To activate an account the Introducer is to:

9.1.1 Fill in the on-line application form (Introducer Application Form) on COMPANY's website.

9.1.2 Receive login (Introducer's Username and User ID);

9.1.3 Accept these Regulations and other required member agreements and submit a copy of the Introducer's valid government issued photo ID and proof of residence on COMPANY's website (in the member's area – user profile).

9.2 After accepting these Regulations in the application, the Introducer account will be conditionally approved. More information on Conditionally Approved Introducer accounts is available in section 14 of this agreement.

9.2.1 After the documents, indicated in clause 9.1.3 of this agreement are received and approved by COMPANY, the Introducer's account becomes activated. A message informing that the account is activated is sent by COMPANY to the Introducer's email address indicated in the Introducer's Application Form.

9.3 In cases stipulated by clause 9.2.1 of these Terms relevant notifications are sent by COMPANY to the Introducer's e-mail address indicated in the Introducer's Application Form or Member's Area.

10. GUARANTY COMMITMENTS

10.1 The Introducer guarantees:

- that it has the required capacity and authority to accept these Terms;
- to attract potential customers.

10.2 The Introducer guarantees fulfillment of its obligations.

10.3 The Introducer agrees to compensate losses and prevent indebtedness to COMPANY and its personnel without any claims, demands, suits, expenses, losses, charges (including litigation expenses) and fines that may arise as a result of the Introducer's guarantee commitments breach.

11. CONTRACT TERM

11.1 These Terms come into force for the Customers of COMPANY from the date of its acceptance by the Introducer and terminate from the moment the Customer agreement ceases to be effective.

12. FORCE-MAJEURE

12.1 None of the Parties hereof is liable for complete or partial failure to fulfill its obligations should the failure result from force-majeure circumstances (floods, fire, earthquake and other acts of God, as well as war or different military operations, blockade, government regulation and other unavoidable cases of emergency independent from the Parties).

12.2 The Party, that fails to fulfill its obligations, agrees to inform immediately, not later than 5 bank days from the moment such circumstances occurred and ended, the other Party in a written form about the onset, expected duration and cessation of the foregoing circumstances.

12.3 Facts, stated in the notification, are to be proved by a competent body or organization of the relevant country. Failure to notify or untimely notification deprives the Party from its right to refer to any of the foregoing circumstances as a ground releasing from liability for failure to fulfill its obligations.

12.4 Should impossibility of complete or partial fulfillment of obligations last for more than 3 months, the Agreement is automatically cancelled.

13. MISCELLANEOUS

13.1 Should there arise a disputable situation with customers attracted by the Introducer, decision of the COMPANY is considered to be conclusive.

13.2 Should one of the Parties not raise a demand for obligations fulfillment, the other Party hereof is not discharged from fulfillment of its obligations under this Agreement, as well as it does not mean refusal from obligations.

13.3 In case of discrepancy, the English version of these Regulations is considered to have priority above the texts of these Regulations in other languages.

13.4 For the avoidance of doubt and without any exception: the Introducer must always perform in his own name, but not on COMPANY's behalf. The beginning of any relations on the COMPANY's behalf is the howling breach of these Terms involving its termination and cancel of any payments and compensations to the Introducer.

13.5 If the Introducer breaks clauses 5.8 and 5.9, or any other clauses of these Terms the COMPANY may estimate it as a howling breach of these Regulations involving its termination and cancel of any payments and compensations to the Introducer.

14. CONDITIONALLY APPROVED INTRODUCERS

14.1 As outlined in clause 8.10 of this agreement, the Conditionally Approved Introducer will be unable to withdraw, transfer, trade or otherwise remove or use trading commissions or rebates for any purpose until after the account has been activated.

14.1.2 To become an activated Introducer account, client must satisfy documentation requirements outlined in clause 9.1.3 of this agreement.

14.2 A Conditionally Approved Introducer must provide his/her documentation as indicated in clause 9.1.3. within 6 months of initial account registration.

14.2.1 If the aforementioned documentation is not provided and approved within the 6 month period stated in clause 14.2 of this agreement, COMPANY reserves the right to terminate the Conditionally Approved Introducer account. Any trading commissions or rebates earned by the terminated account during the 6 month period shall become forfeit. The referral network of the terminated account shall then be converted to un-referred status. In Accepting these Terms the Introducer confirms that:

He has read and understood the terms and conditions of the Regulations; all the terms and conditions of the Regulations are understood and accepted in the full scale; there are no circumstances that may prohibit from the Regulations acceptance.

15 COMPANY'S CONTACT DETAILS

15.1 Clients shall communicate with the Company with the communication methods described within this Agreement and/or at the following address:

Correspondence Address: Govant Building, BP 1276, Port Vila, Vanuatu
Customer Service
Phone: +883510080975
E-mail: support@fxprimus.com

Primus Markets INTL Ltd

Customer Service

Phone: +883510080975

E-mail: support@fxprimus.com

**Introducing Broker Agreement
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