INTRODUCING BROKER (IB) AGREEMENT

1. Parties and Purpose of this Agreement:

- 1.1. This Agreement contains the terms and conditions governing the relationship and all the transactions between, (A) PCM Brokers, which may also be referred to as "we" or "company" and (B) Introducing Broker, hereinafter called IB. All the possible interaction and relationship and cooperation between the IB and the Company shall be governed by this Agreement solely. PCM Brokers reserves the right to amend, cancel or modify this agreement at its sole discretion with or without prior notice, subject to the feasibility and conditions prevailing at that time.
- 1.2. PCM Brokers is a member of PCM group of companies with its address International House 24 Holborn Viaduct London EC1A 2BN, UK.
- 1.3. IB is a person who will introduce Traders to PCM Brokers on a fully disclosed basis to trade in financial products like foreign exchange, commodities etc., in accordance to the terms set forth in this agreement.

2. Services and obligations of PCM Brokers:

- 2.1. At its sole discretion, PCM Brokers shall open accounts to the Traders introduced by the IB, provided they meet its qualifications criteria and suitability standard. PCM Brokers reserves the right to accept or reject any IB or trader at its sole discretion without mentioning any reason and without giving any prior notice.
- 2.2. Provide the IB with all the necessary assistance to fulfil the obligations set forth in the Agreement.
- 2.3. Provide the full range of Company's trading services as stated in the Trader Agreement to the Traders introduced by an IB.
- 2.4. Payout IB commission under the terms and conditions of the commission slab system in this Agreement.
- 2.5. Provide IB with an IB cabin where he/she will be able to see information that he/she requires to monitor the amount of business and his/her commissions on a real-time basis.

- 3. Rights of PCM Brokers, Company reserves the right to:
- 3.1. Perform control over the IB's activities under the provisions of the agreement.
- 3.2. Void the Agreement in case the IB fails to attract 5 active Traders within 90 days since registration.
- 3.3. Void the Agreement in case the IB's Traders' total deposits are lower than 500 USD within 90 days.
- 3.4. Modify commission and payouts conditions with or without prior notice, subject to the feasibility and conditions prevailing at that time. This includes, but is not limited to, cases when IB client(s), with or without IB's knowledge, trade in such manner that takes advantage of low spreads combined with high IB commission by implementing a strategy that prioritizes generating rebates over trading for profit in the market such as closing many positions in short time and with small buy/sell price differences.
- 3.5. Void the Agreement in case of IB's failure to meet its provisions.
- 3.6. In case an IB uses fraudulent customer acquisition methods, the Company reserves a right to void the Agreement and cancel (partially or completely) the IB commission. The same rule will apply if it is found that the IB is trying to generate commission by fraudulent methods and tricks including but not limited to volume-generating EAs. All the IB's Traders in this case become direct Traders of the Company. The company will always consider the business introduced by the IB in good faith, however its judgment and decision on fraudulent practices will be final and binding.
- 3.7. NO LIABILITY. Under no circumstances shall the company be liable or bear any responsibility for IB's actions, failure to act or any consequences thereof.

4. Obligations and rights of IB:

IB is obliged to:

- 4.1. Perform his/her activities in full compliance with his/her local and international rules and legislation.
- 4.2. Inform the Company immediately of any interference with his/her activities.
- 4.3. To put forth maximal effort into acquiring Traders to the Company.
- 4.4. Inform the Company of any facts or circumstances, which might lead to any

potential risks to the Company in case an IB becomes aware of them.

- 4.5. Accept full responsibility for any misconduct in accounts introduced by him/her including but not limited to use of any software or programs that may be harmful for the trading systems and/or attempts to take advantage of a fault or problem in our electronic systems and should such incidents occur both IB and trader will be held responsible and we at our sole discretion will decide about action that we will take with this regards.
- 4.6. Let his/her trader know about the risks of Forex trading prior to opening a real account.

IB has a right to:

- 4.7. Promote the Company's services, website, promotions, special offers and other relative information.
- 4.8. Perform any actions compatible with IBs country legislation and business ethics to attract Traders.
- 4.9. Request to open accounts for Traders using IB's referral link.
- 4.10. Receive IB commission for his/her Trader's trades.
- 4.11. Provide Traders with Company's information, news releases, updates, etc.

5. Prohibitions and restrictions for IB:

IB is prohibited to:

Company's services. Such may include (but not limited to): Active Promotion Systems, Advertising on indecent websites, Advertising on websites not complying to the IB's country legislation, Spamming, Advertising containing misleading or distorted services description or failure to explain the risks and services to the customers, Any other activities which might harm the Company's positive image and/or Any other ways of fraudulent advertising.

- 5.2. Use Intellectual properties of PCM Brokers without its prior written and expressed concern.
- 5.3. Act as a Company representative.
- 5.4. Assume any responsibility on behalf of the Company or place the Company under any obligations.
- 5.5. Provide any advice to the Trader regarding trading strategies, or in any other

way influence the Traders' decisions. The Company bears no responsibility for the consequences of such advices.

- 5.6. Publish or participate, or cooperate in publishing any materials in mass media; issue any newsletters, or assist in issuing or creating any content in newspapers, magazines or other mass media, blogs, Internet forums, social networks, etc., which may harm the positive image of the Company.
- 5.7. Undertake any commitments in the name of the Company, or bind the Company with any commitments.
- 5.8. Provide any guarantees and/or promises, make any statements regarding any payouts or any agreements set by the Company.
- 5.9. In case of a lawsuit(s) filed against the Company due to the IB's breach of the terms and conditions of these Regulations (including unauthorized actions or statements made by the IB), the IB shall be held liable for all losses incurred by the company. Losses shall be understood as expenses the Company has incurred or will incur restoring its rights and interests (real losses), as well as the revenue the Company would have earned under normal business conditions (lost profit), legal expenses the Company beard and damage of property interests or the Company's business reputation as a result of IB's failure to fulfill its obligations. The IB has no right to dispute the amount the Company claims for damages. 5.10. In case an IB breaches the terms and conditions of the Agreement (fully or partially), the Company reserves the right to block the IB's accounts (whether IB or real) and exclude Traders from the IB's Trader list until the IB compensates the losses suffered from the breach of the Agreement. The Company is entitled to cover losses inflicted by the IB with money payable to the IB under the IB Agreement and also under the Trader Agreement and its corresponding regulations.

5.11. IB him or herself, his relatives or any other affiliated parties cannot act as the

Traders of an IB. Should any data of the IB match the data of any Trader (such as passport data, address, birth date, telephone, email, IP addresses, etc.), the Trader's login shall be removed from the IB's Trader list and compensation based on this Trader will not be paid. Accounts that share the same IP address MAY be considered as one active account. Should the IP address of a Trader be the same as that of the IB, they may be considered affiliated and compensation on the

account will not be paid. Such behavior shall be deemed "Auto-referral activity"

6. Force Majeure:

- 6.1. PCM Brokers makes no warranties (express or implied), representations, or guarantees as to merchantability, fitness for any particular purpose or otherwise with respect to the Trading Systems, their content, any documentation or any hardware or software provided by PCM Brokers. Technical difficulties could be encountered in connection with the Trading Systems. These difficulties could involve, among others, failures, delays, malfunction, software erosion or hardware damage, which difficulties could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible economic and/or data loss. In no event will PCM Brokers or its affiliates or any of their employees be liable for any possible loss (including loss of profit or revenue whether direct or indirect), cost or damage including, without limitation, consequential, unforeseeable or special damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, deactivating or attempting to access the Trading Systems or otherwise. PCM Brokers further reserves the right, in its reasonable discretion to unwind an executed Transaction or adjust the price of executed Transactions (including Transactions that have been confirmed or settled) to a fair market price if the Transaction was mispriced because of technical difficulties with the Trading Systems. Further, PCM Brokers reserves the right to amend, cancel or modify this agreement at its sole discretion with or without prior notice, subject to the feasibility and conditions prevailing at that time.
- 6.2. PCM Brokers shall not be held liable for the complete or partial failure to fulfill its obligations should this failure result from a force majeure event or circumstance (including but not limited to fire, earthquake and other natural disasters, war or other military operations, blockades, acts of God, government regulations and other extraordinary and unavoidable circumstances beyond company's control).
- 7. Acceptance: Upon acceptance of the Agreement, the IB confirms that:
- 7.1. IB is familiar with the terms and conditions of the Agreement;

- 7.2. IB completely understands and agrees to all terms and conditions set forth by the Agreement;
- 7.3. No circumstances might prevent the adoption of the Agreement.
- 8. IB Compensation Slab System
- 8.1. The following applies for MICRO and MINI accounts:
- a) IB is eligible for \$15 per standard MT4 lot for the first 3 months from the date of acceptance of this agreement.
- b) IB is eligible \$10 per standard per standard MT4 lot after expiry of the 3 months promotion.
- 8.2. On ELITE accounts the IB is eligible for 100% markup (added spread) that he/she wishes on top of the prices provided to his/her traders.
- 8.3. All IB rebates are subject to the trades being eligible and for the purpose of the traders' attempts to gain profit and not for the purpose of the IB generating volume to increase his/her rebate/commission and should the latter case be detected, PCM Brokers at its sole discretion reserves the right to decide about the case including reversal of all IB rebates.

9. Miscellaneous conditions

- 9.1. An IB is eligible to withdraw his/her rebates once at least 5 eligible traders are introduced within 90 days from the date of this agreement. Otherwise only \$5 per lot will be payable.
- 9.2. An IB is eligible for the rebates in the above slab system only if the total Net deposits from his traders is not less than \$10,000 USD. If the total Net deposits for that month are less than \$10,000, then he will be eligible for a rebate of \$5 per lot.
- 9.3. The rebate calculation based on the MICRO and MINI slab plan is subject to deposits exceeding withdrawals in that month. Otherwise rebate calculation will be done based on \$5 per lot.
- 9.4. Whenever the broker provides any of the IB's clients with a bonus, the

number of lots that the IB is eligible for rebate shall be adjusted accordingly. Example: If the IB's client's gets 100% bonus from the broker's money, then the number of lots eligible for IB's rebate will be divided by 2 as half of the trades in that account have been done with the broker's money and not with the client's money.

9.5. The IB is eligible for rebates on accounts that he/she doesn't trade in. The IB is not eligible for any rebate if the broker finds evidence (including but not limited to IP addresses) that the IB has been trading in client account. This is to protect the investors' accounts from being over-traded by an IB for the sake of rebates which usually damages the investor's funds. Should this be found, the broker reserves full rights to deny any rebates to the IB and inform the investor for further investigations into the incident. Should the investor provide the IB with a power of attorney allowing him to trade into his/her accounts, the rebates (if any) are payable to the IB as per the agreement between the IB and the investor by the investor and not by the broker. Such power of attorney must be received by us after attestation by competent authorities and the rebates for the IB will be calculated from the date of receiving it onwards only.

9.6. No account must have more than 50% of the traded lots and number of Active accounts of the month must be more than total trades divided by 100 otherwise the commission will be \$5.

9.7 The total traded lots must be double the number of active accounts to get a total rebate; if not rebate will be \$5.

For example: If the total number of active accounts is 20, the minimum total traded lots to get a full rebate is 40(means two lots for each client from 20 accounts)

10.IB trade for the customer:

An IB is not expected to trade for the customers due to conflict of interest it may cause. If an IB is found trading for his customer, the broker has the sole discretionary decision, rejects such accounts, or reduces the IB rebates will not exceed \$10.

11.Cashback:

Cashback will not provide for the IB's clients trading.

11. PAMM accounts

11.1 PAMM accounts are not entitled to swap waiver that we offer some of our customers. We reserve the right, at our sole discretionary, to apply and deduct swaps from the PAMM accounts at any time without prior notice. This includes previously closed positions. All consequences, including squared off positions due to such action taken by us, will be sole responsibility of the account holder(s).

11.2 An IB shall not open a master PAMM account, and his/her own introduced clients as follower account on his/her PAMM account shall this we discover, the broker at its own discretion, will reverse/remove rebates turned by the IB.

DO NOT ACCEPT UNTIL YOU HAVE CAREFULLY READ ALL OF THE FOREGOING COMPLETELY AND COMPLETED THE TRADING PLATFORM APPLICATION.

I/We understand the nature and risks of Margin Trading via spot forex, metals, commodities, and/or CFDs. I/We confirm that I/we have read, understood and agree, by ticking in the tick box below, to be bound by this Agreement, the Complex Products General Risk Disclosure Notice, Contracts for Differences – Commodities and Other Reference Assets Supplement. Finally, I confirm that I am aged 18 years or over and that the information provided by me in this application is accurate and correct.