

MBFX IB PARTNER

Introducing Broker Agreement



1. PARTIES TO THIS AGREEMENT

- A.** MBFX has a limited liability duly incorporated and registered in England, and Wales, having registration with the National Futures Association (NFA).
- B.** Introducing Broker (HEREINAFTER CALLED "IB"), whose name and address appear on the attached "IB Profile Section", which is an integral part of this agreement.

2. Purpose of the Agreement

This Agreement sets forth the terms and conditions of the relationship between MBFX Broker and IB, who will introduce customers to MBFX Broker on a fully disclosed basis to trade in spot foreign exchange, spot metals, contracts for difference, and off exchange derivative transactions, in accordance to the terms set forth in the Terms of Business of MBFX Broker.

3. Definitions

- 3.1** "Company" shall mean MBFX Broker as defined in section 1(A).
- 3.2** "IB" shall mean introducing broker who will introduce customer accounts to MBFX Broker.
- 3.3** "Customer" means a customer of MBFX Broker who is introduced by the IB.
- 3.4** "Account" shall mean an account that is established for a Customer introduced to MBFX Broker by the IB.

4. Services of MBFX Broker.

- 4.1** At its sole discretion, MBFX Broker shall open accounts to the customers introduced by the IB, provided they meet its qualifications criteria and suitability standard.
- 4.2** MBFX Broker agrees to accept instructions and orders from the Customers, and send statements of accounts and recaps to the Customers introduced by the IB.
- 4.3** Provide services to the customers introduced by the IB in accordance to the Terms of Business of MBFX Broker.
- 4.4** Provide permission to the IB to use its MBFX Broker trading software, forms, literature, newsletters, market reports and any other informational material provided by MBFX Broker.
- 4.5** Rebate fees and incentives to the IB in accordance to the attached Appendix I.

5. Services provided by the IB

- 5.1** Introduce Customers who fully meet the qualifications and suitability standards of MBFX Broker, on a fully disclosed basis.

5.2 Deliver to Customer, and/or obtain from Customer and deliver to MBFX Broker, all documentation including, but without limitation, the Customer Account Opening Package, notices, and notifications.

5.3 Obtain and verify Customer information including, but without limitation, Customer's personal details, information on the reputation of the Customer, its financial capacity and trading objectives.

5.4 Fairly and accurately describe MBFX Broker business and profile according to information provided by MBFX.

5.5 Maintain ethical practices, high standard of business, and conduct its business at all times in such a manner so as to reflect favorably on MBFX Broker.

5.6 Comply with any business-related instruction, terms or direction given by MBFX Broker in relation to introducing broker services.

5.7 Keep accurate written records of all Customer Agreements, legal documents, diligence reports or any other information that may arise in the course of business with MBFX Brokers, and provide MBFX Broker with copies thereof upon request.

5.8 Authorize MBFX Broker to inspect or conduct any due diligence it may require from time to time, without any limitation or means of investigation.

5.9 Notify MBFX Broker orally and in writing upon receipt of any Customer complaints or pending or threatened action raised against MBFX Broker in connection with any alleged errors, corrections, or any other matter on any Customer account.

6. Relationship between the parties

The IB is strictly not authorized to act as an agent, appointed representative or as any authority of MBFX Broker. For avoidance of any doubt, the IB will not make any recommendation, give advice, accept any commitment or guarantee, or accept any responsibility on any matter whatsoever for or on behalf of MBFX Broker.

7. Compliance, Supervision, and Due Diligence

7.1 The IB will diligently supervise the activities of its officers, employees and sales team, including its agents, to comply with MBFX Broker terms as well as local regulations.

7.2 The IB must immediately notify MBFX Broker in writing of any material claim against the IB, whether raised by a Customer or local regulatory agency.

7.3 The IB must introduce Customers to MBFX Broker only after conducting strict due diligence and 'Know Your Customer' procedures. IB will not introduce any Customers



without conducting prerequisite background checks.

7.4 The IB acknowledges that it may not accept funds from the Customers but must instruct the Customers to send checks or wire funds directly to MBFX broker.

7.5 The IB may not conduct discretionary trading on behalf of the Customers without a written and signed power of an attorney from the Customers, which must be pre-approved by MBFX Broker OR by Customer itself.

7.6 The IB may not give any advice or trading recommendation to the Customers. For avoidance of any doubt, MBFX Broker will not be liable to Customers or the IB for any advice, decision or recommendation given or made by the IB to any Customer and the IB will indemnify MBFX Broker from any loss or liability arising from any such advice, recommendation, default or neglect by the IB in relation to any customer services.

8. Deficit in Customer accounts

The IB will be fully liable for deficits incurred in its account or the accounts of the Customers it introduces to MBFX Broker and for delays or defaults in payment of any credit or margin to MBFX Broker. The IB hereby expressly authorizes MBFX Broker to withhold and deduct from its commissions any loss incurred, or potentially may incur, from delays or defaults of payment of credits or margins that may lead to deficit balances on the introduced Customers' accounts.

9. Liquidation of positions

MBFX Brokers shall have the right to liquidate any or all open positions on the accounts introduced by the IB in the event of, but not limited to, the following occurrences:

9.1 Insufficient margin to protect the position(s) in the Customer account;

9.2 Equity to margin ratio reaches the 50%;

10. Marketing and Advertising

The IB, under no circumstances, will use the MBFX Broker name, logo, or website, whether for information or educational purposes, except with the prior written authorization of MBFX Broker.

The IB will not advertise or circulate to customers or any other person any written information concerning MBFX Broker without the prior written approval of MBFX Broker.

11. Proprietary property

11.1 The IB acknowledges that the trading software provided by MBFX Broker to the IB and the Customers

introduced by the IB is simply to facilitate and enhance the efficiency of transacting business with MBFX Broker.

The IB further acknowledges that business may be transacted by telephone and fax in case of failure of the trading software for any reason beyond the control of MBFX Broker, as solely determined by MBFX Broker.

11.2 Upon the termination of this Agreement by either party, the IB will return to MBFX Broker all proprietary property such as equipment, software and printed material.

12. Confidentiality

IB will keep confidential and will not disclose to anyone except with the prior written approval of MBFX Broker, during and subsequent to the relationship with MBFX Broker, all material information it receives during the course of business with MBFX Broker, including but not limited to Customer information, trade secrets, techniques, and other information relating to processes, strategies and future plans.

12. Indemnifications

The IB agrees to indemnify and hold MBFX Broker harmless from all losses, liabilities, damages, expenses claims, proceedings and attorneys' fees resulting from:

13.1 Any breach by the IB of its duties under this Agreement;

13.2 Any misrepresentation made by the IB herein;

13.3 Any Customer claims relating to any agreement between the IB and the introduced Customers;

13.4 Any deficits on Customer accounts or the failure of any Customer to meet its obligations;

13.5 Any debts or obligations arising from the IB failing to comply with applicable local laws and regulations;

14. Severability

Any provision under this Agreement that becomes invalid shall be ineffective to the extent of such invalidity, without affecting the remaining provisions of this Agreement.

15. Assignment

MBFX Broker may assign its rights or delegate its obligations under these Terms to a third party with written notice to IB within 30 days of such assignment. IB grants MBFX Broker the right to transfer this Agreement to any successor organization. The IB is not allowed to assign any of its rights or duties under these Terms to any third party.



16. Headings

The paragraph headings in this Agreement are inserted for description purposes only and are not intended to limit the meaning of any of the Terms.

17. Entire Agreement

This and the attached Appendixes between MBFX Broker and IB constitute the entire agreement between MBFX Broker and IB. MBFX Broker has made no representations or warranties other than those expressly provided within these Terms.

18. Termination

This Agreement may be terminated by the either party upon thirty days written notice to the other party. During the thirty days, the Customers introduced by the IB shall be serviced by MBFX Broker and may be assigned to another IB to carry the accounts and provide IB services for the Customers. All commissions due to the IB up to the date of termination shall be paid to the IB upon clearance of any Customer obligation and settlement of all pending Customer transaction. MBFX may terminate this agreement immediately by written notice to the IB in the event the IB does not comply with any of the following clauses:

18.1 The IB does not comply with the terms set out in this Agreement;

18.2 The IB, in MBFX Broker's sole and reasonable opinion, provides inadequate service to Customers or ceases to provide service to Customers as set out in this agreement;

18.3 The IB is not in good financial standing and MBFX Broker feels the company is in process of liquidation, bankruptcy, or ceases meet its obligations.

19. Communications and notices

Notices and any other communication may be transmitted to IB via email, internal mail on software, or the address on the IB application. All communications so sent by any of the above delivery methods shall be deemed transmitted by MBFX Broker, whether received by the IB or not.

20. No Waiver or Amendments

No Terms of this Agreement may be waived or amended unless amendment is in writing and signed by both Customer and an officer of MBFX Broker. No oral or implied agreement to the contrary shall be recognizable. The attachments to this Agreement constitute an integral part of this Agreement.

21. Force Majeure

IB agrees that MBFX Broker will not be held liable for any costs, damages or losses caused by force majeure events, including but not limited to, government restrictions, exchange or market rulings, suspension or delay of trading, war, civil disturbances, earthquakes, strikes, equipment failure, communication line failure, system failure, unauthorized access, theft or any problem, technical or otherwise, which may prevent the IB or the Customer introduced by the IB from entering or modifying an order or prevent MBFX Broker from acting on an online instruction, or other events or conditions beyond MBFX broker control, as determined and at the sole discretion of MBFX Broker.

22. General

22.1 IB acknowledges and confirms that it has read and understood the Terms in this Agreement and agrees on their terms and conditions.

22.2 Any failure by MBFX Brokers to enforce its rights and remedies under these Terms shall not constitute a waiver of such right or remedy.

22.3 IB acknowledges that MBFX Brokers services are not intended for USA persons. IB further declares that it is not a USA person.

23. Governing law jurisdiction

Governing law and jurisdiction all Actions, disputes, Claims, Demands or proceedings arising directly or indirectly in connection with, out of, or related to or from this Agreement, shall be held, at the sole discretion of MBFX Broker, only in the courts whose seat is within the country of United Kingdom. IB hereby specifically consents and submit to the jurisdiction of any federal court located within the country of United Kingdom. IB waives any claim that IB is not personally subject to the jurisdiction of any state or federal court within the country of United Kingdom, or that venue of any such suit, action or proceeding is improper or inconvenient.

IB may bring no action arising out of the Agreement, regardless of form, more than three months after the cause of such action.

The IB confirms that it has read and understood the terms of this Agreement. By signing below, the IB explicitly agrees to be legally bound by its terms and conditions.