



IB AGREEMENT

1. General Provisions

- 1.1. This Agreement sets forth the relationship between the IB and the Company. All the possible interaction and relationship and cooperation between the IB and the Company shall be governed by this Agreement solely.
- 1.2. In case a situation arises that is not covered by the Agreement, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with the market practice. The IB agrees that such Company's decision will be final.
- 1.3. The Agreement becomes effective as soon as a client(s) upgrade his/her position as IB in the client(s)' cabinet and agreed to the terms and conditions of this Agreement by upgrading such account. The Agreement is deemed valid, signed and functional after the position upgrading as IB is successfully made.
- 1.4. This Agreement doesn't imply an employment. An IB is under no circumstances as the Company's representative, nor the Company should bear any responsibility for IB's actions (or failure to act).

2. Terms and Interpretation

- 2.1. "Introducing Broker" (hereinafter referred to as "IB") means such client(s) who opened a live account and upgrade his/her position as an IB with UMOFx (hereinafter referred to as "the Company").
- 2.2. "Referral Link" means a special link to the Company's website containing a unique client(s)' identifier. A Referral Link is the main means of client(s)' attraction and tracking by an IB.
- 2.3. "ID" means an IB's unique identification number.
- 2.4. "IB Commission" means an amount payable by the Company to IB for its client(s)' trading operations according to the terms and conditions set out hereinafter in Clause 4 of this Agreement.
- 2.5. "IB Account" means a special live account belonging to an IB, onto which the commission is credited.

3. IB's rights, obligations and restrictions

3.1. IB has a rights to:-

- 3.1.1. perform actions and/or activities compatible with IB's country legislation and business ethics to attract client(s);
- 3.1.2. promote the Company's products, services, website, promotions, special offers and other relative information;
- 3.1.3. provide client(s) with Company's information, new releases, updates and etc.;
- 3.1.4. open accounts for client(s) using IB's referral link;
- 3.1.5. perform internal transfer to/from client(s)' accounts if needed;
- 3.1.6. receive IB commission for client(s)' trades.

3.2. IB is obliged to:-

- 3.2.1. perform his/her actions and activities fully compliance with his/her local and international legislation;
- 3.2.2. inform the Company immediately of any interference with his/her activities;
- 3.2.3. put forth maximal effort into acquiring client(s) to the Company;
- 3.2.4. save confidentiality regarding any information which becomes available to the IB;



- 3.2.5. inform the Company of any fact or circumstance, which might lead to any potential risk to the Company in case an IB becomes aware of them;
 - 3.2.6. let a client(s) know about the risks of forex trading prior to opening a live account;
 - 3.2.7. inform each potential client(s) of his/her IB status and privileges prior to entering any agreement of relationship;
 - 3.2.8. immediately inform the Company of any change in the IB's contact information.
- 3.3. IB is strictly prohibited to:-
- 3.3.1. use any dishonest and/or fraudulent advertizing method to promote the Company's products and/or services. Such may include (but not limited to):-
 - 3.3.1.1. Active Promotion Systems (APS);
 - 3.3.1.2. advertizing on indecent or immoral (including pornographic) website;
 - 3.3.1.3. advertizing on website, not complying to the IB's country legislation;
 - 3.3.1.4. spam and spamdexing;
 - 3.3.1.5. advertizing containing misleading or distorted services description, or failure to explain the risks and/or services to the client(s);
 - 3.3.1.6. any other activity which might harm the Company's positive image and reputation;
 - 3.3.1.7. any other ways of dishonest or fraudulent advertizing.
 - 3.3.2. register and/or use domains containing Company's name or branding;
 - 3.3.3. incorporate and/or use a legal entity containing Company's name or branding;
 - 3.3.4. act as the Company's representative;
 - 3.3.5. use direct Company's URL in any PPC system (Google, Yahoo!, Live, etc.) as well as his/her referral link. Redirects or any other way of forces (fraudulent) attracting client(s) to the Company;
 - 3.3.6. assume any responsibility on behalf of the Company or place the Company under any obligation;
 - 3.3.7. open live or demo accounts or register in UMOfx client(s)' cabinet on behalf of the client(s), save, store or disclose client(s)' access data or any client(s)' personal information;
 - 3.3.8. provide any advice to the client(s) regarding to trading strategies, or in any other way that might be influenced the client(s)' decisions. The Company bears no responsibility for the consequences of such advices;
 - 3.3.9. publish or participate, or cooperate in publishing any material in mass media, issue any newsletter, 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 and reputation of the Company;
 - 3.3.10. undertake any commitment in the name of the Company, or bind the Company with any commitment;
 - 3.3.11. provide any guarantee and/or promise, make any statement regarding any payout on any agreement set by the Company;
 - 3.3.12. in cases of a lawsuit 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), damage of property interests or the Company's business reputation as a result of the IB's failure to fulfill its obligations. The IB has no right to dispute the amount the Company will claim for damages.



- 3.3.13. 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 account (whether IB or real) and exclude client(s)' logins from the IB's client(s) 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 and also under the "Client(s) Agreement" and its corresponding regulations.
- 3.3.14. IB him or herself, his relatives or any other affiliated parties cannot act as the client(s) of an IB. Should any data of the IB match the data of any client(s) (such as passport data, address, telephone, email, IP addresses, etc.) the client(s)' login will be removed from the IB's client(s) list and commission payable under this client(s) will not be paid. Accounts that use the same IP address shall be consider as one active account. Should the IP address of a client(s) be the same as that of the IB, they shall be considered affiliated and commission payable under the said account will not be paid.
- 3.3.15. in the case of client(s) complaint(s) filed against the activity(ies) performed by the IB, the Company should not be accountable at any time and for any costs of that complaint(s) and IB must deal with the complaint(s) without involving the Company.
4. IB commission
- 4.1. The Company will pay commission for each trade made by client(s) to the IB as long as the client(s) is attracted by the IB.
- 4.2. The IB commission is paid out after each complete transaction made (a complete transaction made referred to an order, which was opened and then closed), with limitations applicable as described in Clause 4.3 hereunder.
- 4.3. The IB commission will be paid by the Company as follow:-
- 4.3.1. In a situation where client(s) has not accepted bonus:
- 4.3.1.1. A Mini4 account is 1.0 pip per lot for each complete transaction made.
- 4.3.1.2. A Mini5 account is 30% of spread for each complete transaction made.
- 4.3.1.3. A Standard account is 30% of spread for each complete transaction made.
- 4.3.1.4. An ECN account is 25% of spread for each complete transaction made.
- 4.3.2. In a situation where client(s) has accepted bonus:
- 4.3.2.1. A Mini4 account is 0.8 pips per lot for each complete transaction made.
- 4.3.2.2. A Mini5 account is 80% from 30% of spread for each complete transaction made.
- 4.3.2.3. A Standard account is 80% from 30% of spread for each complete transaction made.
- 4.3.2.4. An ECN account is 80% from 25% of spread for each complete transaction made.
- The above mentioned Clause 4.3.1. and 4.3.2. commission will be paid to IB ONLY if the client(s)' trade points/pips has fulfilled the minimum requirement of 5 pips and order has been opened for at least two (2) minutes.
- Spread here shall be referred to the difference between BID and ASK prices at the time of order closure. Hence, the maximum commission receipt by the IB cannot be exceeded 1.0 pip for each complete transaction.
- 4.4. The IB commission shall be paid directly to the IB trading account with UMOFx. An IB cannot claim to receive any other kind of commission.
- 4.5. IB commission shall be paid to his/her account in USD Dollars only regardless of the currencies of his/her referral accounts.
- 4.6. The Company reserves the rights to cancel such commission (partially or completely) in the case where:-
- 4.6.1. IB uses fraudulent client(s) acquirement methods; and/or



- 4.6.2. the total amount of IB commission from a single client(s) has exceeded or more than 30% of the total IB commission payable.
5. The Company's rights and obligations
 - 5.1. The Company has rights to:-
 - 5.1.1. perform control over the IB's activities under the provisions of this Agreement;
 - 5.1.2. request a detail report from the IB on the latter's fulfillment of the provisions of this Agreement;
 - 5.1.3. void the Agreement in the case where:-
 - 5.1.3.1. IB fails to attract five (5) client(s) within ninety (90) days from the date of registration; or
 - 5.1.3.2. IB client(s)' total deposits are lower than 5,000 USD within three (3) months from the date of registration; or
 - 5.1.3.3. IB uses fraudulent client(s) acquirement methods; or
 - 5.1.3.4. IB fails to meet the provisions of this Agreement; andAll of the IB's client(s) will become the direct client(s) of the Company if this Agreement is void due to this Clause 5.1.3.
 - 5.1.4. inform to the client(s) that their trading accounts has been registered under an IB and that the particular IB is receiving commission from their trades;
 - 5.1.5. modify commission and payout condition. A prior written notification shall be notified to IB before such modification will be carried out;
 - 5.1.6. cancel (partially or completely) the IB commission in the case where:-
 - 5.1.6.1. IB uses fraudulent client(s) acquirement methods; and/or
 - 5.1.6.2. the total amount of IB commission from a single client(s) has exceeded or more than 30% of the total IB commission payable.
 - 5.2. The Company is obliged to:-
 - 5.2.1. provide the IB with all the necessary assistance to fulfill the obligations set forth in this Agreement;
 - 5.2.2. payout IB Commission under the terms and conditions of this Agreement;
 - 5.2.3. provide full range of the Company's services as stated in the Client(s) Agreement to the client(s) attracted by an IB; and
 - 5.2.4. provide execution for IB client(s)' orders and corresponding calculations for the IB Account. The Company will not provide statements of client(s)' transactions.
6. Limitation of liability
 - 6.1. Under no circumstances shall the Company be liable or bear any responsibility for IB's actions, failure to act or any consequences thereof.
7. Force Major
 - 7.1. Neither party hereof shall be held liable for the complete or partial failure to fulfill its obligations should this failure resulted from a force major 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 either party's control.
 - 7.2. The party for whom it becomes impossible to fulfill its obligations is obligated to inform the other party through written notification of the onset, estimated duration and cessation of the abovementioned circumstances within five (5) business days from the moment of their onset and cessation.



- 7.3. The facts set out in the notification should be confirmed by a competent authority or organization of the respective country. The delay or absence of notification by the party concerned deprives said party of the right to cite any of the abovementioned circumstances as grounds for release from responsibility for the failure to fulfill its obligations.
 - 7.4. Should the inability to either completely or partially fulfill obligations last more than three (3) months, this agreement will automatically be considered void, invalid and terminated.
8. Miscellaneous
- 8.1. Written notification in the Agreement means one (1) of the following means of communication:-
 - 8.1.1. Email; or
 - 8.1.2. "Company News" page on the Company's website.
 - 8.2. The IB agrees that the Company may use the IB's contact information, such as address, email and/or other personal information to send to the IB letters and/or proposals.
 - 8.3. Any correspondence (documents, announcements, notifications, confirmations, statements, etc.) shall be deemed received by the IB:-
 - 8.3.1. Twelve (12) hours after the such correspondence has been sent by way of an email; or
 - 8.3.2. Twelve (12) hours after such correspondence has been posted on the "Company News" page on the Company's website.
 - 8.4. IB shall unconditionally and under all circumstances without exception, act solely on behalf of his/her own. Conducting any business under the name of the Company is a violation of this Agreement and will lead to immediate termination of this Agreement and the cancellation of any commission payable to the IB.
9. Acceptance
- 9.1. Upon acceptance of this Agreement, the IB confirmed that:-
 - 9.1.1. IB is familiar with the terms and conditions of this Agreement;
 - 9.1.2. IB is completely understands and agrees to all the terms and conditions set forth in this Agreement; and
 - 9.1.3. under no circumstances might prevent the adoption of this Agreement.