

Introducing Partner (IB) Agreement

1. Parties of this agreement:

1. This Agreement is entered between Forexer Limited (Official websites: www.forexer.com, www.forexer.partners, www.forexer.club, Contact No. +97142965553), and the individual or a legal entity who has completed the Application to become an Introducing Partner (hereinafter referred to as "Introducer" or "IB" and the Introducer shall be sometimes referred to herein as the "Parties").
2. In order for an Introducer to be considered for participation by Forexer in the Introducing Partner Program, the Introducer (IB) must complete and submit the online application/questionnaire within the private section of the Partner's Panel (www.forexer.partners) and accept online the present Agreement.
3. Introducer Partner's link or IB's link is the unique link and personalized ID which is used to identify IB's activities and introduce Clients to Forexer. Once the Client registers through the IB's link, they will be registered in the secure Introducer Panel (www.forexer.partners).

2. Definitions:

1. "IB" shall mean introducing partner or Introducer who will introduce real clients to Forexer Limited for opening trading accounts.
2. All the Clients introduced by the INTRODUCING PARTNER (IB) shall be referenced herein as "Client".
3. "Account" shall mean any trading account opened with Forexer.
4. "Active Client" shall mean a Client who has made a minimum of one Transaction during the payment cycle.
5. "Agreement" shall mean this Introducing Partner Agreement.
6. "Products and Services" shall mean all and any trading financial instruments offered by Forexer, including but not limited to CFDs on foreign exchange, CFD's on commodities, CFDs on spot metals, and CFDs on CryptoCurrency as stated on the www.forexer.com website.
7. "Ask" shall mean the higher price in the Quote being the price at which the Client may buy. "Balance" shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the trading account.
8. "Bid" shall mean the lower price in the Quote being the price at which the Client may sell.
9. "Client" shall mean any person, whether an individual and/or a company who has been or is being introduced by the Introducer (IB) to Forexer and with whom Forexer enters into a Client Agreement.
10. "Completed Transaction" shall mean two counter deals of the same size above 60 seconds (opening a position and closing a position): buy then sell and vice versa.
11. "Forexer website" shall mean www.forexer.com, www.forexer.partners, www.forexer.club.
12. "Dormant and/or Inactive Account" shall mean Introducer's account where the Introducer has not introduced any Clients or where his/her Introduced Clients have not transacted with Forexer for a period of six (6) consecutive months.
13. "Introducing Partner" or "Introducer" or "IB" shall mean any independent person, whether an individual or a legal entity, acting in the course of business and engaged in introducing prospective Clients to Forexer for transactions in Products and Services, after obtaining relevant authorization and/or being registered in his/her jurisdiction in order to do so, as applicable and after relevant supervision of Forexer.
14. "Spread" shall mean the difference between Ask and Bid.
15. "Trading Account" shall mean the unique personified registration system of all Completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Forexer5 Trading Platform.
16. "Transaction" shall mean any contract or transaction entered into or executed by the Client or on behalf of the Client arising under the Operative Agreements.

3. INTRODUCING PARTNER (IB) Obligations:

1. INTRODUCING PARTNER (IB) may refer/introduce a client to Forexer for opening one or more margin trading accounts to trade on its discretion and choice. His commission schedule will be according to the "APPENDIX A" meanwhile INTRODUCING PARTNER (IB) cannot receive commissions for his own accounts.
2. Every introduction of a Client by INTRODUCING PARTNER (IB) to Forexer shall be registered in the log system of Partner's dashboard maintained by Forexer and such registration shall, for the purposes of this Agreement, be conclusive evidence that the referral/introduction is one made by IB.

3. INTRODUCING PARTNER (IB) agrees to abide by Forexer business code of conduct, to make only honest and accurate representations about Forexer services and avoid fraudulent claims as to guaranteed returns from spot trading, prevent false representation as to success in trading in International Financial Markets or as to returns that may be earned. Any misstatement about Forexer or the spot trading business will result, at the sole discretion of Forexer, in immediate termination of this Agreement and loss of all benefits to be earned by IB under this Agreement.
4. INTRODUCING PARTNER (IB) shall disclose to each individual or entity before referral to Forexer the fact that IB will be compensated by Forexer for its referral of the Introduced Client based on the Introduced Customer's volume of trading activity.
5. INTRODUCING PARTNER (IB) should not trade instead of introduced Client or encourage him/her to trade. IB is not allowed to have any financial relation with his/her introduced Clients even through "Forexer Wallet".
6. INTRODUCING PARTNER (IB) may never act as a funds custodian or in any other way hold the funds to be direct to FOREXER of a person or entity introduced to FOREXER under this Agreement. Breach of this clause will consider as a violation, and FOREXER in its sole discretion, may terminate this Agreement immediately or take legal action against IB.
7. INTRODUCING PARTNER (IB) acknowledges that it has no right to use the name, intellectual property or other assets or property of FOREXER or any of its affiliates.
8. The Introducing Partner (IB) as an individual hereto represents that he or she has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform his/her obligations under this Agreement, without the approval or consent of any other party and/or confirms that he or she is qualified under any applicable regulatory requirements to offer the services mentioned in this Agreement.
9. Once the Introducer (IB) registers, provides his/her contact e-mail address and creates password, the IB will be granted access to the secure Partner Panel. From this Partner Panel the Introducer will be able to access information with regards to the his/her performance and commissions.
10. The Introducer (IB) must provide shortly to Forexer, sufficient proof of identity documentation, and where applicable proof of address, as these may be requested from time to time.
11. The Introducer (IB) acknowledges that he/she is aware of the contents and understands the Forexer's Compliance and where applicable Anti-Money Laundering Policies, which may be modified from time to time, and agrees to operate in accordance with the policies and procedures contained therein.
12. The Introducer (IB) hereby confirms and understands that he/she shall not be entitled to receive any type of compensation when this is linked to the Introducer's personal/own trading activity with Forexer.
13. To promote and market the Forexer Products and Services the Introducer (IB) must use only the Promotional Material provided directly from Forexer. In case when promotional materials will be prepared by the Introducer, the Introducer shall provide these promotional materials to Forexer and shall obtain prior written approval before use of such promotional materials.
14. To perform the Services described in this Agreement, the Introducer (IB) shall bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities related to the said Services.
15. Forexer holds the right to monitor the Introducer's website, blog, social media and other sources associated with Introducer (IB), to ensure that it contains relevant and approved promotional materials, it does not breach IP rights and other proprietary rights of Forexer or any third party, ensure up to date information, contents are not misleading and it is compliant with the provisions of this agreement.
16. The Introducer (IB)'s website or social network should have a link directing prospective Clients to Forexer website.
17. Throughout the period that this Agreement shall be in force, the Introducer undertakes the responsibility to act in good faith at all times and must not make any false and/or misleading representations or statements with respect to Forexer and/or the Introducing Partner Program and/or Forexer Products and Services provided and/or engage in any other practice which may affect adversely the image, credibility or the reputation of Forexer.

18. Forexer reserves the right at its absolute discretion to terminate this Agreement and the Introducer's participation in the Introducing Partner Program and/or detach a Client from the Introducer and/or to cancel all orders and annul all profits and/or remove and deduct any Promotional Material which might be offered from time to time from the Introducer's account and/or the Client's account, with immediate effect when this is in the interest of its Clients, without any severe detriment, should the Introducer (IB) and/or any of his/hers Clients commit and/or Forexer suspects that the Introducer and/or any of his/hers Clients commits any fraud in the use of and/or abuse of the Forexer's Introducing Partner Program and/or any attempt of collusion and/or manipulation and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or breach of the terms and conditions of this Agreement and/or breach the relevant applicable Laws, Regulations and Directives, and Forexer shall not be liable to the Introducer (IB) for any commissions resulting from such fraud, breach or abuse detected and/or suspected. Forexer will have the right to also take appropriate measures against the Introducer (IB) and inform at the same its clientele through its website for this termination.
19. The Introducer (IB) must not cause or assist by any act or omission in the creation or design of any website, which explicitly or impliedly resembles the Forexer website and/or leads Clients to believe the Introducer (IB) is Forexer or any other Introduced business.
20. The Introducer cannot use or register a domain name or utilize through any search engine activity within any territory, keywords, search terms or any other brand identifiers for his/her activities with the name of Forexer or any other similar words or phrases which may cause confusion without the main brand's prior written consent, of Forexer. The Introducer (IB) must add brand terms as negatives and actively target the brand through any media platforms settings where applicable.

4. **Forexer Obligations:**

1. FOREXER will only pay commissions on trades initiated by Introduced Clients as per the attached Annexure A from the date of electronically signing of this agreement. INTRODUCING PARTNER (IB) would not be compensated for the Clients introduced to Forexer before the date of this agreement. No details of the introduced Client, Trade performance, or Account statement would be disclosed to INTRODUCING PARTNER (IB).
2. Forexer may, in its absolute discretion, accept or decline Introduced Client's application to open a margin trading account with Forexer. Forexer will notify INTRODUCING PARTNER (IB) within five business days of receipt of the application whether the Client's application has been approved or declined.
3. INTRODUCING PARTNER (IB) understands that FOREXER reserves the right to cease commission payments if, at its sole discretion, FOREXER determines that INTRODUCING PARTNER (IB) is not adhering to the provisions of this Agreement or to the ethical business conduct and overall business performance that FOREXER expects of its IBs (as per Appendix A) based on the points listed in this clause, Forexer has the right to terminate IB agreement.
4. Forexer in its discretion can provide all information about INTRODUCING PARTNER (IB) to his/her Introduced Client.
5. Forexer makes no express or implied representations or warranties regarding their services and website, or the products or services provided therein, any implied warranties of Forexer's ability, fitness for a particular purpose, and non-infringement are expressly disclaimed and excluded. In addition, Forexer makes no representation that the operation of their (www.forexer.com and/or www.forexer.partners and/or www.forexer.club) or the Introducer (IB) Panel will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.

5. **Relationship between parties:**

Before presentation to Forexer, INTRODUCING PARTNER (IB) shall advise each individual or entity which it wishes to have logged as an Introduced Client, that IB is not an employee or representative of Forexer and has no connection with Forexer other than as an IB with Forexer under this Agreement.

Each Client introduced to Forexer by the IB must open an account with Forexer by completing the online registration form along with his Identity documents, proof of address and accepting the Client Agreement of Forexer.

Forexer has the right not to recognize the Client as Introduced by IB, if the Client does not register through the Unique IB link, or does not provide the IB's identification number during the initial trading account application process or by a written

notice within five business days after the trading account has been opened by the client. Forexer reserves the right to determine, in their sole discretion whether a Client has been introduced by the IB or not. Forexer will not accept the Client as being introduced by the IB, if the client already has a trading account with Forexer.

6. Compensation:

1. The IB's compensation is paid subject to the terms provided in Appendix A to this Agreement, as these may be amended from time to time at Forexer's absolute and sole discretion by giving at least 3 (three) business days prior written notice by e-mail to the Introducer (IB) and/or by announcement within the website www.forexer.partners and/or by posting any announcement on any of the Forexer websites and/or within the Introducer's Panel.
2. Any Introduced Client may also become an INTRODUCING PARTNER (IB) and is entitled to collect commissions for Customers s/he refers to FOREXER. An INTRODUCING PARTNER (IB) is entitled to collect 10% of the commissions for Customers introduced to FOREXER by his Client who has become an IB (two level marketing 2LM).
3. Commissions specified in the Annexure A of this agreement, may only be paid to the margin trading account of INTRODUCING PARTNER (IB) at FOREXER, on weekly basis.
4. INTRODUCING PARTNER (IB) must open a real trading account with Forexer in Forexer5 (Metatrader 5) to receive his/her commissions in this trading account. To open this account, there is no need to deposit any funds. This account shall be opened, once the Introduced client of IB opens an account and starts trading. It should be noted that, IBs do not need to open new real trading account if already holding a real account with Forexer. Commissions will be deposited to this account. INTRODUCING PARTNER (IB) can withdraw funds from his/her trading account according to withdrawal rule of Forexer.
5. In the event where the Client of the Introducer (IB) opens a promotional account and/or is eligible to receive any bonus or promotion by Forexer, the Payment Terms shall not apply and compensation shall be paid to the Introducer (IB) in full and the rate will be 50% of the commission set forth in the Appendix A or as will be determined by Forexer.
6. Without prejudice to the foregoing, Forexer has the right not to pay to the Introducer (IB) the compensation as per Appendix A and/or annul any accrued payout and/or amend the terms of Appendix A and/or the terms of the present Agreement and/or terminate the Agreement and/or close any accounts with immediate effect if:
 1. Forexer is of the reasonable opinion that any of the transactions entered into or executed by the Client under the Operative Agreements, are being opened and closed just for the benefit of earning compensation for the Introducer (IB) (often referred to as "churning"); or
 2. Some form of abuse or market abuse or market manipulation may have taken place; or
 3. The Introducer is found in breach of any term of this Agreement.
7. It is hereby understood that Introducer (IB) is not entitled to earn IB's compensation from trading on his/her own personal Trading Account.

7. Marketing and advertising:

INTRODUCING PARTNER (IB) may advertise Forexer's services without referring Forexer's Name and Logo unless the IB has a written consent from Forexer. If FOREXER deems that, the advertising materials of IBs may be misleading or falsifying the truth about margin trading or otherwise misinforms the Introduced Customer about the financial risk of leveraged trading in international financial markets, FOREXER reserves the right to stop this type of advertising. If IB runs or operates a website(s) for acquiring Introduced Clients for FOREXER, IB agrees to be liable for the information posted on its website.

8. Violation and penalties

Violation of IB meant to do any fake or fraudulent activity in introducing clients to the Forex market, this type of activity is usually out of the real intention of IB.

Note: Usually infringement occur intentionally or due to legal disarmament and errors. Violation can express as unsubstantiated promises made to Clients. Examples of Violation are listed as follow:

1. use of false information to attract Clients
2. The introduction of non-genuine Clients and forged among your friends and acquaintances, to earn more income

3. Opening Trading account for people who have no idea of the purpose of this type of activity.
4. Receiving any funds from introduced Client
5. introducing yourself as an official representative of Forexer
6. unfounded offering to your introduced Clients
7. carry out the transaction for the Client to introduce or encourage the Client to deal
8. Using the name and logo of Forexer for advertising without written consent of Forexer
9. Providence of any forecasts or analysis for trading to your introduced Clients
10. you have any cooperation (directly or indirectly) Client introduced in areas such as deposit and withdraw money
11. Non-compliance with IB's obligations and rules of Forexer Detection of any Violations is Forexer's responsibility and Forexer in its sole discretion can specify the type of penalty. Penalties could include termination of the Introducing Partner Agreement, closure of IB's trading accounts, blocking balance of the trading accounts or stop receiving commission from introduced Clients' trades.

9. **Amendment**

Any amendments to this agreement or its Appendix A would be notified to IB by Forexer in written, and the INTRODUCING PARTNER (IB) is obliged to accept it.

10. **Termination & Validity :**

1. Either party may terminate this Agreement by giving written notice to the other (except if termination is for cause of breach of this agreement, under related paragraphs specified hereof, in which event termination shall occur by FOREXER without any prior notice. Forexer in its sole discretion may make any decision regarding the payment of the commission earned on business executed for Introduced Clients in effect at the date of termination.
2. This agreement is valid for one year. At the expiration of this agreement and before the renewal, Forexer has the right to review the agreement and change the clauses, then by consent of both parties, the agreement will be extended for another year.

11. **Miscellaneous**

1. Receiving any type of License (Permit) in working region of the IB is on his/her own responsibility and Forexer shall not take any obligation regarding this subject.
2. The invalidity or unenforceability of any part of this Agreement shall not prejudice or affect the validity or unenforceability of any other part.
3. This Agreement is between Forexer and the person who is known as an IB in this agreement and it is not assignable to third party.
4. This is the entire Agreement of the parties and replaces any previous Agreement or oral discussions.
5. This Agreement shall take effect, when signed by online by IB, unless another date specifically stipulated.
6. Nothing in this Agreement creates a partnership or establishes a relationship of principal and agent or any other fiduciary relationship between the Parties.
7. If Forexer determines in their reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) Forexer may without prior Written Notice and at any time take or omit to take all such actions as they deem to be reasonably appropriate in these circumstances.

12. **Governing Law and Jurisdiction**

This Agreement shall be governed and construed in accordance with Labuan, Malaysia law whereas both parties found diversity of opinions in this Agreement and could not obtain any resolution for it. Whereas Forexer Head Office switches to any other countries, the governing law would automatically be according to that country.

In the event that a situation arises that is not covered under this Agreement, Forexer will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.

This Agreement has originally been prepared in English language and translated in different languages for the parties' convenience only; hence, the translated copies do not have any legal power. The English language version shall take precedence in the event of any conflict.

By signing online, the INTRODUCING PARTNER (IB) and Forexer confirm that they have fully read, understood and acknowledge all the terms and conditions of this agreement.

By performing any of the practical actions below, I have understood and unconditionally accept all the conditions of this document and other documents related to the trading, financial and monetary services of Forex Broker.

- 1- By confirming this document online on any of the forexer brokerage sites (*forexer*)**
- 2- By depositing money to one of the trading accounts, wallets or savings in Forex brokerage**
- 3- By making transactions in the P2P system with any of the clients of the Forex broker**
- 4- By receiving a confirmation code via e-mail, SMS or phone call, login to Forexer brokerage sites (*forexer*)**
- 5- By logging into your user account through Forexer5 (Metatrader5) trading software or any forexer brokerage sites (*forexer*)**