

# Introducing Broker Agreement

In accordance with the terms and conditions of these Agreement, a Client who is party to the Client Agreement with the company U.S.B. Group, Limited Liability Company ("Company"), whose registered office is located at: 910 Foulk Road, Suite 207, Wilmington, New Castle County, Delaware 19803, United States, registration number 4846403, and uses a trading account to trade on the financial markets (within the bounds of these Agreement, hereinafter referred to as the "Introducing Broker" / "IB-partner"), shall have the right to carry out the acquisition of new Clients (hereinafter referred to as "Clients") to the Company on the basis of and under the conditions provided herein.

## 1. General terms

1.1. The terms and conditions of these Agreement become binding for each IB at the moment the IB-partner accepts the terms and conditions of these Agreement. These Agreements contain all the terms and conditions that regulate the relationship between the Company and the IB-partner.

1.2. To register as an IB-partner, an individual must:

- a) register at the site of the Company for the personal Cabinet;
- b) to open a trading account;
- c) sign these Agreement.

1.3. Legal entities formed in accordance with the laws to these Agreements as well countries may be Introducing Brokers.

1.4. From the moment the terms and conditions of these Agreement are accepted, the IB-partner has the right in his/her own name to:

- a) carry out advertising campaigns in the interest of the Company;
- b) hold events directed towards the acquisition of new clients to the Company, provided the events do not violate the laws of the country in which they are held, or of the country of residence of the IB-partner;
- c) advise new clients on the Company's line of business and service offering, the competitive advantages of the Company and other terms and conditions;
- d) communicate all necessary information about the Company to clients, including the Company's address and contact information, and general and special conditions for the provision of services;
- e) help new clients get acquainted with the Company's official website [www.usbbroker.com](http://www.usbbroker.com), refer and clarify documents and information posted on the website.

## 2. Interaction of the parties

2.1. These Agreements do not under any circumstances constitute an agreement for the creation of a partnership, joint venture or an employer-employee relationship. The IB-partner may only operate and act in relations with third parties as a client of the Company, serving as an IB-partner and not in any other capacity. The IB-partner may not use the Company name, Company logo, etc. anywhere, including in promotional materials, letterhead and business cards, advertisements and publications without the Company's consent.

2.2. The Company shall not under any circumstances whatsoever be responsible:

- a) for any actions carried out by the IB-partner that are in violation of the provisions of these Agreement and/or the Client Agreement;

- b) any actions of the IB-partner beyond the authority granted by the Company;
- c) for any damaged caused by the IB-partner to any third party;
- d) for any complaint lodged against the IB-partner in reference to clause 3.1 of these Agreement.

2.3. The Parties are obligated to comply with the provisions set out in these Agreement and/or the Client Agreement, unless otherwise specified and formalized with the signatures of each party by mutual consent.

### **3. Rights and obligations of the Introducing Broker**

3.1. The IB-partner is obligated to comply with the laws of his/her country of residence (country in which the IB is located) or of the country in which events for client acquisition are held.

3.2. The IB-partner is obligated to immediately inform the Company of any lawful or unlawful interference in the IB's activity.

3.3. The IB-partner is obligated to put forth maximum effort in acquiring clients to the Company.

3.4. The IB-partner shall be responsible for the accuracy of the Client Registration Form and the authenticity of the data provided by the Client. A Client shall be considered acquired by the IB-partner under the condition that the Client has not previously registered as a Client of the Company and one of the following takes place:

- after the registration of the Secure Zone of the Client sends a letter on the electronic address of the Company: [ib@usbbroker.com](mailto:ib@usbbroker.com), with indication of number of the trading account of the IB-partner.

3.5. If the Client is considered acquired by the IB-partner, number of the trading account of the IB-partner will automatically be placed in all following trading accounts opened by that Client.

3.6. The Company reserves the right to independently register a client as having been referred by the IB-partner if the client writes the company with a request to attach his/her Secure Zone to the Partner Group of a particular IB-partner within one month after registration. The client must explain why he/she did not register in accordance with clause 3.4 of these Agreements.

3.7. The IB-partner must have all advertising material approved by the Company including the business card of the IB-partner.

3.8. The IB-partner may not make use of any dishonest advertising methods for the purpose of client referral. It is expressly forbidden to:

a) use methods of website promotion that violate the rules of internet search engines, knowingly manipulate the results of internet searches and use other methods of promotion which misinform or mislead search engines or search engine users;

b) knowingly mislead website visitors by improperly redirecting them to other websites or internet resources;

c) use advertising material containing false information, pornographic content or material which serves to ignite ethnic conflict or racial discrimination;

d) send mass mailings of any kind whether of a commercial, political, or any other nature which the recipients have not expressed a desire to receive;

e) use advertising material containing false information about services offered or knowingly conceal risks from clients;

f) use any materials which may damage the positive image of the Company;

g) use any other dishonest advertising methods.

3.9. The IB-partner is not entitled to:

a) register and/or use trademarks, service marks or domain names containing a part of or the whole word U.S.B. Group or any other variation of this word in writing, for example: U.S.B., U.S.B. Broker, USB , etc;

b) register an organization and/or use in the name of an existing company a part of or the whole word U.S.B. Group, or any other variation of this word in writing, for example: U.S.B., U.S.B. Broker, USB , etc.

3.10. The IB is strictly forbidden from advertising the direct URL of the Company's sites (www.alpari.ru, www.usbbroker.com) in contextual advertising systems such as Yandex Direkt, Begun, Google Adwords, banner networks, or internet catalogues, etc. The IB is also forbidden from using forced redirects to send visitors to any of the Company's official websites.

3.11. The IB-partner is prohibited from organizing monetary relations with Clients (including accepting money, payment or banking cards, etc.). The Company holds full responsibility for this part of work.

3.12. The IB-partner is obligated to respect the confidentiality of the Company's business and/or the information that becomes known to the IB-partner in accordance with the requirements of these Agreements.

3.13. The IB-partner is obligated to inform the Company of any facts or circumstances of which it has become aware that could lead to adverse consequences (risks) for the Company.

3.14. Should Clients lodge complaints on the activity of the IB-partner, the IB-partner shall be obligated to independently address all such complaints.

3.15. The IB-partner agrees to bring to the attention attracted by him clients with the information that they will be able to withdraw funds from the accounts of the Company, only when they made trading operations, if it is provided by this Agreement, in the amount of 20 (twenty) times less than the size of the trade deposit (if deposit is \$ 100, the total volume of trading operations by client must be 5 lots. If a client has not made the volume of the trade operations required on their account, then they can withdraw from the account the funds with the exclusion of the money received as a bonus from an IB-partner.

#### **4. Rights and obligations of the Company**

4.1. The Company is obligated to provide the IB-partner the necessary assistance to fulfill the duties laid out in these Agreements.

4.2. The Company is obligated to pay the IB-partner compensation in the amount and under the conditions stipulated in these Agreements.

4.3. The Company shall be responsible for the execution of client orders and calculations with the IB-partner.

4.4. The Company has the right to exercise control over the activities of the IB-partner regarding the functions and duties of these Agreement.

4.5. The Company has the right to ask for and receive a detailed report from the IB-partner on the latter's fulfillment of the provisions contained in these Agreement.

#### **5. Limitation of the IB-partner's authority**

5.1. The IB-partner is not entitled to do the following without prior written consent of the Company:

a) assume any responsibility on behalf of the Company or place the Company under any obligations;

b) publish any material (articles, letters) or assist in the writing of material (articles, letters) concerning the Company in any newspapers, magazines or other periodicals or on internet resources (such as blogs, social networking sites, in forums, etc.) which may damage the positive image of the Company;

c) give any guarantees and/or make any promises, make any claims in relation to any payments under any contracts and/or agreements concluded by the Company.

5.2. The IB-partner entering into relations with the Company is obligated to inform interested parties and Clients of its IB-partner status and authority. Since the IB-partner is an intermediary, it is the Company that carries out all actions and measures necessary to conclude the Client Agreement with Clients, including interaction with them, preparing and signing all the required documents.

5.3. The IB-partner is not entitled, in its own name and/or on behalf of an interested party, to register a new user in the Company system and/or accept the Client Agreement on behalf of Clients using personal logins, passwords and capabilities of Clients' Secure Zone accounts. The IB-partner is obligated to inform the Client of the need to protect the security and confidentiality of account and login information to the Company's site, [www.usbbroker.com](http://www.usbbroker.com) (login and password), and of the necessity of not giving out such information to third parties. During the period of validity of the Client Agreement, all actions performed under the Client Agreement and/or the use of the Client's login and password shall be considered to be carried out personally by the Client. The Company shall not be held responsible for the unauthorized use of Clients' account information by third parties.

5.4. Under no circumstances does the IB-partner have the right to:

- a) receive payments from, or make payments to clients. All financial dealings with clients will be performed by the Company;
- b) directly or indirectly give clients any amount of the IB-partner received or expected consideration;
- c) serve as an IB-partner on behalf of any third parties.

5.5. The limitations set out in clauses 5.1. – 5.4. of these Agreement shall remain in force for the duration of the period of validity of these Agreement and for five years after their termination or cancellation.

5.6. In the event of a lawsuit filed against the Company due to the IB-partner breach of the terms and conditions of these Agreement (including unauthorized actions or statements made by the IB-partner), the IB-partner 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-partner has no right to dispute the amount the Company claims for damages.

5.7. Should the IB-partner breach the terms and conditions of these Agreement, the Company reserves the right to block the IB-partner accounts and exclude Client logins from the IB-partner client list until the IB-partner compensates the losses suffered from the breach of these Agreement. The Company is entitled to cover losses inflicted by the IB-partner with money payable to the IB-partner Agreement and also under the Client Agreement and its corresponding regulations.

5.8. The IB-partner itself, its relatives or any other affiliated parties cannot act as the client of an IB. Should any data of the IB-partner coincide with data associated with any client (such as passport data, address, telephone, email, IP-addresses, etc.), the client's login shall be removed from the IB-partner client list and compensation based on this client will not be paid. Accounts that are traded on from the same IP-address are considered as one active account.

5.9. The IB-partner may not display or distribute advertising material of any kind in relation to the Company. Any violation of this clause will result in the agreement with the IB being terminated and consideration not being paid out.

## **6. Compensation of the IB-partner**

6.1. The company, for each individual involved client by the IB-partner, pays to IB-partner reward on his trading account on the following conditions:

- a) if attracted by IB-partner client opens a trading account in the amount of \$ 100 (one hundred dollars) to \$ 1,000

(one thousand dollars), IB-partner paid a fee of 7% (seven percent) from the completion of Client's account;

b) if attracted by the IB-partner client opens a trading account in the amount of \$ 1001 (one thousand one dollars) to \$ 5,000 (five thousand dollars), IB-partner paid a fee of 9% (nine percent) from the completion of Client's account;

c) if attracted by the IB-partner client opens a trading account in the amount of \$ 5001 (five thousand one dollars) or higher, IB-partner paid a fee of 11% (eleven percent) from the completion of Client's account;

d) if attracted by the IB-partner client opens a trading account and cast his funds to the management of the Company, regardless of the amount, IB-partner paid a fee of 6% (six percent) from the completion of Client's account;

e) if attracted by IB-partner client opens a trading account and signs deposit conditions, i.e., refuses to trade and leave deposit money at interest, regardless of the amount, IB-partner paid a fee equal to 5% (five percent) from the completion of client's account;

6.2. IB-partner reward credited to his trading account within 24 (twenty four) hours from the time the funds are credited to the trading account of client attracted by IB-partner.

6.3. If the IB-partner closes his/her Trading Account or violates the conditions of these Agreements, compensation accrued by the IB-partner will not be paid.

6.4. The Company has the right at its sole discretion to introduce amendments to the conditions for crediting and paying compensation in keeping with clause 10.4. of these Agreement.

## **7. Guarantee Commitments**

7.1. The IB-partner guarantees:

a) the presence of the necessary legal capacity and authorization to accept these Agreement;

b) the acquisition of new Clients.

7.2. The IB-partner guarantees the fulfillment of his/her obligations.

7.3. The IB-partner is obligated to compensate any losses and prevent indebtedness to the Company without complaints, demands, claims, costs, damages, expenses (including legal fees) and fines that may result if the IB-partner should breach the guarantee commitments.

## **8. Contact term**

8.1. These Agreement shall enter into force for Company Clients from the moment of their acceptance by the IB-partner and shall remain valid until the termination of the Client Agreement.

8.2. If an IB-partner, having accepted these Agreement, does not acquire at least one new Client within six months, the Company shall have the right to transfer the Account to the archive.

## **9. Force majeure**

9.1. Neither Party hereof shall 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, government regulations and other extraordinary and unavoidable circumstances beyond either Party's control).

9.2. 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 above- mentioned circumstances within five business days from the moment of their onset and cessation.

9.3. 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 above-mentioned circumstances as grounds for release from responsibility for the failure to fulfill its obligations.

9.4. Should the inability to either completely or partially fulfill obligations last more than three months, the Agreement will automatically be terminated.

## **10. Miscellaneous**

10.1. Should a dispute arise with Clients acquired by the IB-partner, the Company's decision shall be considered final.

10.2. In the event that one Party does not demand that the Second Party fulfill its obligations, the second Party shall not be relieved of its obligations under these Regulations, and this shall not constitute a waiver of liability.

10.3. Where these Agreement are issued in a language other than English, the English language version shall take precedence in the event of any conflict.

10.4. The IB acknowledges that the Company has the right to amend certain provisions of these Agreement at any time, giving the IB-partner prior written notification 7 (seven) calendar days before the introduction of such changes. Any change shall come into force on the date specified in the written notification.

10.5. Written notification under these Agreement shall be understood as one of the following means of communication: email, mail.

10.6. The IB-partner agrees to allow the Company to use the IB-partner contact information, for example, address, email and other information specified in the these Agreement to send the IB-partner letters and proposals.

10.7. Any correspondence (documents, announcements, notifications, confirmations, statements, etc.) shall be deemed received by the IB-partner:

- a) one hour after being sent to the email address specified in these Agreement;
- b) seven days after being sent by mail.

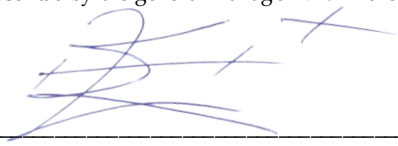
10.8. In the interest of complete clarity, the IB-partner shall always and under all circumstances, without exception, act solely on its own behalf, and not in the name of the Company. Conducting any business in the name of the Company is a flagrant violation of the agreement under these Agreement, and shall lead to the immediate termination of the Agreement and the cancellation of any payment or compensation due to the IB-partner.

10.9. Should the IB-partner breach any clauses in section 3 or any other clauses of these Agreements, the Company may consider this a flagrant violation of the agreement of these Agreements, which shall lead to the immediate termination of the Agreement and the cancellation of any payment or compensation due to the IB-partner. In accepting these Agreement, the IB-partner confirms that:

- a) the IB-partner is familiar with the terms and conditions of these Agreement;
- b) the IB-partner fully understands and agrees to all terms and conditions set out by these Agreement;
- c) there are no circumstances that might prevent the adoption of these Agreement.

**U.S.B. Group, Limited Liability Company**

Represented by the general manager Mr. Andrew Moray, acting on the basis of the Statute.



Mr. Andrew Moray  
General Manager of U.S.B. Group, LLC



I, \_\_\_\_\_  
have read the terms and conditions set out in the Agreement and the Risk Disclosure and agree to accept both of them.

I provide the following information as required by Company's:

Surname \_\_\_\_\_ Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_

Place of Birth \_\_\_\_\_

Identity Card No \_\_\_\_\_

Home Address \_\_\_\_\_

Telephone No \_\_\_\_\_

Account Number \_\_\_\_\_

Date \_\_\_\_\_

The IB-partner Signature \_\_\_\_\_