

## **Agency agreement №**

Under the terms of this public offer BVI Business Company FIBO Group, Ltd (hereinafter referred to as the “Company”) make an offer to any interested persons and bodies corporate to enter into Agency Agreement (hereinafter referred to as the “Agreement”) as laid down below. Any person or body corporate who has accepted the terms hereof shall be referred to as the “Agent”.

### **1. Subject of the Agreement**

1.1. The Agent shall undertake to act under instructions of the Principal and for remuneration in his own name but at the expense of the Principal in order to promote services of the Principal and expand client base of the Principal.

### **2. Sphere of Agent’s activities**

2.1. Under terms of present agreement the Agent shall carry out following activities:

- advertising for the benefit of the Principal;
- hold activities aimed at looking for prospective Customers for the Principal;
- inform prospective Customers on the scope of activity and services offered by the Principal, as well as on competitive advantages of the Principal and other terms and conditions;
- bring to the notice of prospective Customers all required information on the Principal’s company, including addresses and contact details of the Principal, general and special conditions of services rendering; - shall familiarize prospective Customers with official website of the Principal – [www.fibogroup.com](http://www.fibogroup.com), its structure, shall refer to the documents and information placed on the website, comment on such information and explain it; - carry out required consulting to the prospective Customers as well as perform other legal actions directly authorized by the Principal, which contribute to the conclusion of agreements between the Principal and Customers in the future, as well as building a long-lasting relationship between them.

2.2. The Agent shall act hereunder in strict accordance with instructions of the Principal.

2.3. Natural persons and legal entities, acquired by the Agent, referred to as the Customers, shall conclude agreements and sign all necessary documents in accordance with requirements of the Principal.

2.4. Agreements, just as all and any additional agreements to them, shall be concluded directly between the Principal and Customers.

2.5. By fulfillment of obligations assumed under present Agreement the Agent in no circumstances shall not be entitled:

- to act on behalf of the Principal (to hold negotiations and sign any documents on behalf of the Principal, to present him-/herself as the Representative Office or any other division of the Principal’s company, as well as an employee of the Principal’s company, authorized person etc.);
- to approve terms of the agreements and other legal relations, concluded directly between the Principal and Customer;
- to sign agreements and additional agreements to them on behalf of the Principal;
- to accept money from the Customers on behalf of the Principal, including commission fees, charges, installments and/or interests, within direct relations between the Principal and Customer;
- In exceptional cases, upon preliminary written coordination with the Principal, the Agent may organize crediting funds to a trading account of the Principal’s customer as an individual optional service. In the case mentioned above the Agent shall be obliged to provide a person, to which such service is rendered, with information on the fact that such service is rendered by the Agent individually, and the Principal’s company has no relation to it

whatsoever, as well as that the Agent shall be fully responsible to the customer for the services rendered, and no fees (commission fees etc.) for rendering such service shall be collected by the Principal.

- to conclude Subagent agreements without the Principal's permission (if the Principal shall give the Agent its permission to conclude the Subagent agreement, the Agent shall be responsible to the Principle for actions of the Subagent);
- to register and/or use domain names with abbreviation "fibo" installed therein, e.g.: fibogroup, fibofores, fibofores etc.;
- to register organization and/or use names of the Principal's company with regard to the name of the already existing company in any transliteration, both in full and in part;
- to depart from the Principal's instructions.

2.6. If it is necessary for the Agent to use advertising and/or promotional materials within fulfillment of obligations under present Agreement, the Agent shall agree with the Principal any and all promotional materials, including Agent's business cards.

2.7. The Principal may, on his discretion, oblige the Agent to contact the Customer for some additional information, in case the Principal finds it necessary for conclusion of the Agreement. Such information may be delivered by any of the following methods, preliminary agreed between the parties, including, but not limited to: photocopies sent by post, fax transmission, scanned copies being sent to the Principal's e-mail address or by any other method agreed with the Principal. The Customer's information shall include all the statutory data, including the Customer's passport details, bank details, current residential address, telephone numbers and other contact details of the Customer, as well as the specimen of Customer's signature and any other relevant information if the Principal finds it necessary. The Agent is fully responsible for the validity and compliance of the information being collected from the Customer on the Principal's request.

2.8. The Agent shall stand del credere in the volume of the agency commission, payable to him under transaction (transactions) between the Principal and customer, who fails to fulfill obligations. Additional compensation to the Agent for the del credere shall not be stipulated in the terms and conditions of the present Agreement.

2.9. The Agent shall not be entitled to any use of personal data of Principal's Customers (prospective Customers). The parties understand, that in case of termination of the present Agreement, the Principal shall continue to cooperate with Customers, acquired by the Agent, under priority terms and conditions.

### **3. Rights and obligations of the Principal**

#### **3.1. Rights of the Principal**

3.1.1. The Principal shall be entitled to exercise control over the Agent's activities as to the fulfillment of his agency functions and authorities stipulated in the present Agreement.

3.1.2. The Principal shall be entitled to give binding instructions to the Agent, related to the conditions of fulfillment of obligations being the subject of the present Agreement.

3.1.3. According to the terms and conditions of the present Agreement, the Principal shall be entitled to request and obtain the Agent's detailed report on fulfillment of the Agent's obligations assigned to him for the fulfillment of the present Agreement.

3.1.4. The Principal shall be entitled to conclude agency agreements with any other persons without any limitations, at the Principal's discretion and on the Principal's terms.

3.1.5. The Principal shall be entitled to carry out activities similar to the Agent's Activities hereunder in any place and within any territory individually and without any limitations.

3.1.6. The Principal shall be entitled to expect that the Agent will conscientiously fulfill all terms of the present Agreement upon the most favorable for the Principal terms and in due time.

3.1.7. The Principal shall be entitled to dispose at the Principal's discretion and on the Principal's own account of all and any information obtained by the Agent during the execution of the present Agreement.

3.1.8. The Principal shall be entitled to obtain an accurate and detailed report from the Agent within the time limits prescribed by the present Agreement.

3.1.9. The Principal shall be entitled to render informational support and other assistance to the Agent during the execution of the present Agreement, which includes representation of the Agent on the official website of the Principal and in other accessible information sources.

3.1.10. The Principal shall be entitled to establish Customer relationships in an appropriate for the Principal way, which includes refusal to open an account, to accept orders, closure of account within the scope of the agreement concluded with the Customer, as well as to change any terms and conditions of the present Agreement informing the Agent with due advance.

3.1.11. If the Agent's actions contravene the interests of the Principal and could impair business image and reputation of the Principal, or if reasonable doubts regarding the Agent's good faith could arise, the Principal shall be entitled to unilaterally repudiate the present agreement without any payments and compensations to the Agent.

3.1.12. If there is any error in the calculation of the Agent's Commission Fee discovered by the Principal, the Principal can recalculate the sum of the Agent's Commission Fee.

3.1.13. The Principal shall have other rights provided for by the provisions of the present Agreement and effective legislation.

### 3.2. Obligations of the Principal

3.2.1. The Principal shall be obliged, in a convenient for the Principal way, to inform the Agent about binding instructions regarding conditions of fulfillment of obligations being the subject of the present Agreement.

3.2.2. The Principal shall be obliged to pay the Agent's commission payable in accordance with the terms and conditions of the present Agreement, with the exception of the cases stipulated in the paragraph 3.1.11 hereof.

3.2.3. The Principal shall be obliged to accept all the documents provided by the Agent and everything fulfilled by the Agent on the terms and pursuant to the conditions set out in the present Agreement.

3.2.4. The Principal shall be obliged to incur other obligations in accordance with the terms of the present Agreement and effective legislation.

## 4. Rights and obligations of the Agent

### 4.1. Rights of the Agent

4.1.1. The Agent shall be entitled to obtain commission from the Principal in accordance with the terms of the present Agreement.

4.1.2. The Agent shall be entitled to obtain compensation of the Agent's expenses agreed in writing by the Parties and related to the fulfillment of obligations under the present Agreement, in accordance with the terms and conditions of the present Agreement and any additional agreements hereto.

4.1.3. The Agent shall be entitled to obtain from the Principal necessary instructions and consultancy on the subject of fulfillment of the Agent's obligations hereunder.

4.1.4. The Agent shall have other rights provided for by the provisions of the present Agreement and effective legislation.

### 4.2. Obligations of the Agent

4.2.1. The Agent shall be obliged to carry out advertising activities aimed at looking for prospecting customers of the Principal, to inform prospective customers about services rendered by the Principal, to perform necessary consulting (as of when filling out necessary documents etc.), to familiarize them with the Principal's official website [www.fibogroup.com](http://www.fibogroup.com), and perform other legal actions approved by the Principal contributing to the further conclusion of agreements between the Principal and the Customer (Customers).

Without prejudice to any prevision contained herein, the Agent is strictly forbidden to advertise direct URL of the Agent's websites (<http://www.fibogroup.com>, [www.fibo.ru](http://www.fibo.ru), etc.) by means of a referral link such as [www.fibogroup.com/?ref=IB\\_Name](http://www.fibogroup.com/?ref=IB_Name) or in contextual advertising systems such as Yandex.Direkt, Begun, Google Adwords, manner networks, or internet catalogues, etc. The Agent is also strictly forbidden to use forced redirects to send visitors to any

of the Agent's official websites, whether present or future.

4.2.2. The Agent shall be obliged to carry out his activities hereunder in strict accordance with the present Agreement and instructions of the Principal.

4.2.3. The Agent shall be obliged at the Principal's request to provide the Principal with detailed reports in writing on the Agent's activities under terms of the present Agreement and in accordance with conditions of the present Agreement.

4.2.4. The Agent shall be obliged not to carry out activities, which could result in creation of any obligations of the Principal to the third parties, who are not customers of the Principal.

4.2.5. The Agent shall be obliged, if necessary, to accept executed documents from the Customer (Customers), to verify whether they have been filled out accurately, whether the Customer-related information specified in such documents, including signature, corresponds to originals of the Customer's documents.

4.2.6. The Agent shall be obliged to agree with the Principal all advertising and other materials, ordered and used by the Agent within the activities carried out hereunder, and which may contain name, logos of the Principal or references to the Principal's company, which includes business cards of the Agent.

4.2.7. The Agent shall be obliged to act in good faith and exclusively in behalf of the Principal, and under no circumstances shall violate the Agent's obligations, imposed on the Agent by the present Agreement.

4.2.8. The Agent shall be obliged, at the request of the Customer (prospective Customer), to familiarize the latter with the terms and conditions of the present Agreement with regard to the Customer's rights and obligations hereunder and relations with the Principal.

4.2.9. The Agent shall incur other obligations, stipulated in the present Agreement and effective legislation.

## **5. Agent's commission**

5.1. The Agent's commission is the amount of money, calculated pursuant to the terms and procedures stipulated in the Appendix 1 of the present Agreement, based on the trade turnover (total) of the Customers acquired by the Agent. The commission shall be paid by the Principal within the time limits stipulated in the paragraph 5.4 below. The Principal shall not herewith assume any obligations to deduct and/or pay taxes, adjusted in accordance with legislation applicable to the Agent.

5.2. The period for calculation of the Agent's Commission is a trading day<sup>1</sup>. The period for calculation of the Agent's Commission on "cTrader STP" types of accounts and for clients, who trade on exchange-traded contracts (futures and options), shall be calendar month.

5.3. The Agent's commission shall include and cover all and any expenses of the latter related to the fulfillment of the Agent's obligations hereunder.

5.4. The Agent's Commission would be credited to the Agent's account by 5:00PM<sup>2</sup> on the working day, following the trading day. Thereafter, the Agent shall have right of disposition of the Commission received.

5.5. If the Agent does not make written objection to the amount of the Commission credited to his Account till 23:59:59PM on the crediting day, a calculated (and credited) amount of the Commission shall be considered as finally agreed by the Parties and shall not be subject to any alterations, except as otherwise provided for herein.

5.6. The Principal shall not be obliged to pay expenses of the Agent related to trips, communication service or any other expenses related to the fulfillment of the present Agreement by the Agent.

5.7. The Agent's Commission on cTrader STP types of accounts shall be payable to the Agent on a monthly basis, no later than on 10th day of the following month.

5.8. The Agent's Commission for clients, who trade on exchange-traded contracts (futures and options), should be carried out no later than on the last day of each month following the assessment month. If the Agent's Commission is not credited to the Agent's account within the term specified herein, due to unforeseen circumstances, an aggregate amount

<sup>1</sup> A trading day is every day of a week from 00:00:01AM, Monday, on or before 23:59:59PM, Friday (the Principal's server time).

<sup>2</sup> The Principal's server time.

of the Agent's Commission for whole period of delay shall be credited to the Agent's account on the first, available for crediting, working day.

## **6. Agent's report**

6.1. The Principal shall be entitled, if necessary, to request by the Agent report on the Agent's activities under terms of the present Agreement. The Principal may request the submission of Agent's report in any way, which the Principal would find convenient (letter, fax, email messages through the Internet etc.).

6.2. The Agent's report shall be completed in written and contain accurate and comprehensive information on the Agent's activities hereunder, being of interest to the Principal.

6.3. The Agent's report shall be submitted to the Principal no later than 10 (ten) calendar days after the request for the submission of it have been forwarded to the Agent. The Agent shall submit the report to the Principal in a way, specified by the Principal.

6.4. The Agent's report shall include required confirmative documents being of interest to the Principal and directly related to the relations hereunder.

6.5. If the Principal has any objections regarding the Agent's report, the Agent shall be informed hereof within 10 (ten) calendar days after receipt of the report, otherwise report shall be considered as accepted by the Principal.

## **7. Force majeure circumstances**

7.1. Neither Party shall bear responsibility to the other Party for delay, full or partial non-fulfillment of obligations hereunder, caused by the circumstances, occurred beyond the will of the Parties and which could not be foreseen and prevented (force majeure), including declared war, civil disturbances, epidemics, blockade, embargo, earthquakes, floods and other natural calamities, as well as issuance of legal enactments which make it impossible to fulfill obligations hereunder.

7.2. Certificate issued by a relevant competent authority shall be sufficient proof of force majeure circumstances and their duration.

7.3. The Party, which failed to fulfill its obligations hereunder due to the force majeure circumstances specified in paragraph 7.1. of the present Agreement, should confirm the failure to fulfill its obligations hereunder by providing the other Party with the certificate specified in paragraph 7.2. of the present Agreement in reasonable term but no later than 30 (thirty) calendar days after occurrence of the said circumstances.

7.4. If the force majeure circumstance continue to be in force over a period of 3 (three) consecutive months and show no signs of ending, the present Agreement may be terminated by each Party by submitting a notice to the other Party no later than 30 (thirty) calendar days before the expected termination of the Agreement.

## **8. Confidentiality**

8.1. Terms and conditions of the present Agreement and additional agreements (minutes etc.) hereto shall be considered confidential and should not be disclosed.

8.2. The Parties hereby undertake to provide strict compliance with confidentiality of information, obtained by them or their employees due to the fulfillment of terms and conditions of the present Agreement and additional agreements hereto, which includes information on customers.

8.3. The confidential information may be disclosed only in cases stipulated by the effective legislation.

## **9. Applicable law and jurisdiction**

9.1. The present Agreement shall be governed and construed in accordance with legislation of British Virgin Islands. The Agent herewith shall not be entitled for any purposes to invoke any limitations, which aren't used in the legislation of British Virgin Islands.

9.2. Disputes arising by fulfillment of the present Agreement or by construction hereof shall be settled by the Parties via negotiations.

If an attempt at settlement of dispute via negotiations has failed, it shall be settled in the procedure provided for in paragraph 9.3 of the present Agreement.

9.3. Without prejudice to the regulations stipulated in the paragraph 9.2 of the present Agreement the dispute must be tried in competent court of British Virgin Islands or competent court of other jurisdiction determined exclusively by the Principal.

Without prejudice to the regulations stipulated in the paragraph 9.1 of the present Agreement the Principal reserves the right at any time and at the Principal's discretion to declare non-application of the legislation of British Virgin Islands to the present Agreement. In that case the Principal shall unilaterally and at the Principal's discretion determine the applicable law.

## **10. Alteration and termination of the Agreement**

10.1. The Principal shall reserve the right to make any amendments to this Agreement at any time and at its sole discretion.

10.2. The present Agreement may be terminated by each Party, if this Party notifies another Party 15 (fifteen) calendar days before expected date of termination of the Agreement.

10.3. The present Agreement may be terminated unilaterally at the instigation of the Principal if the Agent violates his obligations stipulated in the present Agreement. The Agreement shall be considered terminated upon the facts specified in the present paragraph, upon expiry of 24 (twenty four) hours of forwarding an e-mail with the notice of termination to the Agent's e-mail or to the Agent's Account. The fact if the notice is received and read by the Agent doesn't matter hereunder.

10.4. The present Agreement may be terminated unilaterally at the instigation of the Principal if the Agent fails to acquire not a single customer who opened an account with the Principal in a proper manner within 2 (two) consecutive months as well as if clients introduced by the Agent make no one trade for the period of at least three (3) consecutive months. If this occurs, this Agreement will subject to termination as set forth in Clause 10.3. herein.

10.5. From the time of termination of the present Agreement all rights of the Agent to obtain the Commission shall be lapsed, however the Agreement shall be valid with regard to obligations occurred before its termination, except of the cases stipulated in the paragraph 3.1.11 of the present Agreement.

## **11. Special provisions**

11.1. The Principal hereby expresses complete disinterest but does not object to such Agent's activities beyond the scope of the present Agreement as rendering additional services to the Principal's Customers, attracted by the Agent, provided that the Agent has agreed rendering of such services with the Principal and has received the respective Principal's endorsement. The above mentioned activities shall be performed by the Agent at the Agent's own risk, expense and responsibility and solely in the Agent's own name. All forms and conditions of such services agreements shall be independently developed by the Agent without any reference to the Principal. The income from the activities, specified in this paragraph, shall remain the income of the Agent. When rendering the services to the Principal's Customers the Agent shall be obliged to notify the Customer (Customers) of the fact that the services are rendered by the Agent and the Principal has nothing to do with the above mentioned activities of the Agent.

For the avoidance of any doubts: the Agent shall always and under any conditions act solely in the Agent's own name rather than in the name of the Principal. Entering into any relations in the name of the Principal shall be considered the most flagrant violation of the present Agreement which result in immediate termination hereof with no opportunity for the Agent to obtain any payments and compensations.

## **12. Concluding provisions**

12.1. The Agent confirms herewith full awareness of the Principal's activity type, in respect of which the present Agreement is concluded, of legal aspects of Agreement and possible risks arising out in connection with this condition.

12.2. Information as well as any and all rights to any information, acquired by the Agent by fulfilling the present Agreement, shall be considered property of the Principal. The Agent shall not be entitled to use the above mentioned information (which includes information on the Customers) for the Agent's own purposes and in favour of any third

parties without the Principal's permission.

12.3. The Parties agree hereby that any Principal's obligations contained in the discretionary rules of the effective legislation shall be directly excluded.

12.4. Risk of accidental loss of the Principal's property obtained by the Agent from the Principal, purchased by the Agent at the Principal's expense, obtained by the Agent otherwise for Fulfillment of terms and conditions of the present Agreement, shall be borne by the Agent.

12.5. The Principal under all circumstances shall not be considered a tax agent in respect of the Agent as it is stipulated in the paragraph 5.1 of the present Agreement.

12.6. From the time when the first Customer is acquired by the Agent the Principal shall form automated electronic database for Agent's activity recording (hereinafter referred to as the Agent's Account), which includes all necessary information for cooperation between the Parties and calculation of the Agent's commission.

12.6.1. The Parties have agreed, that when the Agent's Account is formed, all official correspondence between the Parties shall be performed in form of electronic document flow via relevant service of the Agent's Account, unless another written form directly required by this Agreement (simple written form).

12.6.2. Access to the Agent's Account shall be performed with login and password of the Agent. The Parties consider the security system of the Agent's Account conforming to all requirements of the safety regulations and strict identification, as well as the fact, that the Agent accepts all risks of using the Agent's Account. For purposes of safety improving the Agent shall be entitled at any time to change password for the access to the Agent's Account. The Agent accepts herewith full responsibility for the actions performed in the Agent's Account using Agent's login and password.

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Customer name:

Customer's signature:

Date of signing:

Signed on behalf of the Company:

Name: Olga Gonchar

Position: Director

## Appendix № 1 to the Agency Agreement №

### CALCULATION OF THE AGENT'S COMMISSION

The present appendix shall without prejudice to the regulations stipulated in the paragraph 5 of the present Agreement determine the procedure and conditions of Commission's calculation and settlement, payable to the Agent for services rendered under terms and conditions of the present Agreement.

1.1. Amount of the Commission is determined depending on the real total trading volume of the Customers, acquired by the Agent within the calculation period stipulated in the paragraph 5.2. of the present Agreement.

1.2. The Commission is calculated and payable to the Agent in US Dollars. Settlement of the Commission shall be performed by crediting hereof to the account of the Agent, which is opened with the Principal in due time stipulated in the paragraph 5.4., 5.7., 5.8 of the present Agreement.

1.3. The Principal offers following Commission's calculation schemes to the Agent, which can be chosen by the Agent

1.3.1. Partnership program «IB Point»:

Time from the moment of completion of the first order within the group of the attracted clients		≤ 3 months	> 3 months			
Threshold amount of the total trade turnover of funds on the accounts* of attracted clients (lots)		any	300	2000**	5000**	>5000**
<b>Agent's Commission per 1 lot***</b>	on MT4 Fixed, pip	1	0,6	0,8	1	1,2
	on MT4 Floating, as a percentage of spread	30%	26%	28%	30%	32%
	on MT4 NDD, as a percentage of commission charged to the clients.	25%	15%	20%	25%	30%

\* total trade turnover is based on the following factors:  
 1 lot MT4 Fixed = 1 lot of total trade turnover;  
 1 lot MT4 Floating = 1 lot of total trade turnover;  
 1 lot MT4 NDD = 0.2 lots of total trade turnover.

\*\* Agency commission ratios in appropriate column apply only to the trading volume that exceeds the previous threshold of the total trade turnover.

\*\*\* 1 lot - complete (closed) transaction of 100 000 units of base currency.

Trade turnover on CFD (Contracts for difference) and on cTrader STP is not included in total trade turnover. Agent's commission shall amount to 3 US Dollars for 1 lot on CFD (Contracts for difference) and on cTrader STP agent's commission shall amount to 15% of the commission charged to the customers.

I chose this Commission's calculation scheme



1.3.2. Partnership program «IB Percent»:

Time from the moment of completion of the first order within the group of the attracted clients		≤ 3 months	> 3 months			
Threshold amount of the total trade turnover of funds on the accounts* of attracted clients (lots)		any	300	2000**	5000**	>5000**
Agent's Commission per 1 lot***	on MT4 Fixed/MT4 Floating, as a percentage of spread	30%	26%	28%	30%	32%
	on MT4 NDD, as a percentage of commission charged to the clients.	25%	15%	20%	25%	30%

\* total trade turnover is based on the following factors:  
 1 lot MT4 Fixed = 1 lot of total trade turnover;  
 1 lot MT4 Floating = 1 lot of total trade turnover;  
 1 lot MT4 NDD = 0.2 lots of total trade turnover.

\*\* Agency commission ratios in appropriate column apply only to the trading volume that exceeds the previous threshold of the total trade turnover.

\*\*\* 1 lot - complete (closed) transaction of 100 000 units of base currency.

Trade turnover on CFD (Contracts for difference) and on cTrader STP is not included in total trade turnover. Agent's commission shall amount to 3 US Dollars for 1 lot on CFD (Contracts for difference) and on cTrader STP agent's commission shall amount to 15% of the commission charged to the customers. IB - percent

I chose this Commission's calculation scheme

1.4. The Agent agrees that Commission's calculation shall be performed solely by the Principal. Claims of the Agent regarding accuracy (correctness) of the Commission's calculation shall be accepted only within terms stipulated in the paragraph 5.6. of the present Agreement. Claims of the Agent declared after specified term shall not be accepted.

1.5. The present document shall be valid only provided that the Agent has chosen the Commission's calculation scheme by signing (by the Agent or by official representative of the Agent) under one of the tables presented in the paragraph 1.3. of the present appendix.

1.6. The present appendix is an essential part of the Agreement and shall not be considered and interpreted separately from the regulations of the Agreement. Regulations of the Agreement are recognized priority and, therefore, they shall prevail over the regulations of the present appendix as for interpretation so for fulfillment of the Agreement and present appendix.

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Customer name:

Customer's signature:

Date of signing:

Signed on behalf of the Company:

Name: Olga Gonchar

Position: Director