



**FINANCE
FREEDOM
SUCCESS**

FBS Holdings Inc.

FBS Holdings Inc, further referred to herein as “Company” and a “Client”, who opened a partner account, further herein referred to as “Introducing Broker”, together referred to as “Parties” entered into the following IB agreement:

1. Common provisions

- 1.1. This Agreement constitutes an integral part of the Customer Agreement
- 1.2. In order to register as an Introducing Broker, it is necessary to:
 - 1.2.1. Register in the Personal Area on the Company’s website
 - 1.2.2. Accept this Agreement and receive an email notification about the IB account opening
 - 1.2.3. Receive Introducing Broker ID number
 - 1.2.4. The Company reserves a right to at any time require personal ID, or any other document(s), confirming his/her personal data.
- 1.3. After the IB account is opened, Introducing Broker may select any promo materials available on the Company website and place it on his/her website, or, alternatively, use his/her referral link.
- 1.4. After the conditions of p 1.2 are met, the IB account is deemed active. An automated email notification is sent to the Introducing Broker’s email he/she submitted during the registration.
- 1.5. The Company and the Introducing Broker undertake mutual coordinated commitments aimed directly at attracting customers to trading on the markets and trading tools, provided by the Company.
- 1.6. The Introducing Broker undertakes commitments set forth in this Agreement, i.e. to search and attract customers to signing Customer Agreements, as well as other rights and obligations set forth in this Agreement. When performing commitments, set forth in this Agreement, the Introducing Broker acts solely on his/her own but attracts customers to the Company.
- 1.7. Introducing Broker unconditionally accepts that all the customers he attracts are the clients of the Company.

2. Parties cooperation

- 2.1. This Agreement in no way denotes any employment relationships or a co-business. The Introducing Broker cannot use Company’s name, Company’s logo and other copyrighted materials anywhere including advertizing, printed forms, business cards, announcements, publications, unless with the Company’s prior written permission. The Introducing Broker may perform his activities and introduce himself into any negotiations as the Company’s Client with Introducing Broker privileges only. No other possible statuses are permitted. The Introducing Broker has a right to use logos, specifically designed for him by the Company.
- 2.2. Under no circumstances does the Company bear any responsibility for:
 - 2.2.1. Any Introducing Broker’s activities performed in violation of any of the provisions of this Agreement and/or Customer Agreement
 - 2.2.2. Any Introducing Broker’s activities performed in excess of the privileges provided by the Company
 - 2.2.3. Any damage or loss caused by the Introducing Broker to any third parties
 - 2.2.4. Any claims to the Introducing Broker caused by his failure to meet p 3.1 of this Agreement
- 2.3. The parties are obliged to follow the provisions of this Agreement and/or Customer Agreement unless stated and signed otherwise.

3. Introducing Broker rights and obligations

- 3.1. Since this Agreement is accepted, the Introducing Broker, for a compensation and acting on his/her own:
 - 3.1.1. Performs advertizing for the Company
 - 3.1.2. Performs any activities, corresponding to his/her country’s legislation, to attract new customers to the Company
 - 3.1.3. Informs new customers about the Company’s activity, services, advantages and other relevant conditions

- 3.1.4. Provides new customers with information about the Company, including addresses and contact details of the Company, common or special conditions of provision of the Company's services
- 3.1.5. Informs new customers about the Company's corporate website at www.fbs.com and its structure, the information placed on the website, comments and clarifies it, if required
- 3.2. Introducing Broker guarantees that his/her activities comply to the legislation of his/her country of residence
- 3.3. Introducing Broker is obliged to inform the Company immediately of any interference into his/her activities
- 3.4. Introducing Broker is obliged to apply maximal effort to attract clients to the Company
- 3.5. A Client is deemed attracted by the Introducing Broker in case one of the following conditions is met:
- 3.5.1. A client has submitted the Introducing Broker's ID during his/her registration
- 3.5.2. A client registers his account using a special (referral) link provided by the Introducing Broker. In case a client hadn't registered at the Company previously, the ID is saved automatically.
- 3.6. The Company reserves a right to register a client as attracted by the Introducing Broker, provided the Introducing Broker can prove he did attract the client and explain why the registration failed to be performed in accordance with p. 3.5 of this Agreement
- 3.7. Introducing Broker is obliged, should any advertizing be necessary, to provide any advertizing materials (including business cards) to the Company to endorse them prior to running any advertizing campaigns.
- 3.8. Introducing Broker is prohibited to use any fraudulent advertizing methods to promote the Company. It is strictly prohibited to use the following:
- 3.8.1. APS (Active Promotion Systems)
- 3.8.2. Advertizing on amoral (including pornographic) websites
- 3.8.3. Advertizing on websites, not complying to the Introducing Broker's country legislation
- 3.8.4. Spam and spamdexing
- 3.8.5. Advertizing containing not full or distorted services description, or failure to explain the risks and services to the customers
- 3.8.6. Advertizing containing false or distorted information or failing to comply to the Introducing Broker's country legislation
- 3.8.7. Any other activities which might harm the positive impression of the Company
- 3.8.8. Any other ways of fraudulent advertizing
- 3.9. Introducing Broker has no right to:
- 3.9.1. Register and/or use domains containing "FBS" or any other variants of it, e.g.: fsb, ffbs, fbss, etc.
- 3.9.2. Register a business and/or use in the business name "FBS" or any other variants of it, e.g.: fsb, ffbs, fbss, etc.
- 3.9.3. Introducing Broker is prohibited to use direct Company's URL in any PPC systems (Google, Yahoo!, Live, etc) as well as his/her referral link. Redirects or any other ways of forced (fraudulent) attracting customers to the website are also prohibited
- 3.10. Introducing Broker has no right to perform any kind of monetary relationship with the customers (including accepting funds, bank wires or cards, etc).
- 3.11. Introducing Broker is obliged to maintain confidentiality regarding the Company's activities and/or the information which becomes available to the Introducing Broker
- 3.12. Introducing Broker is obliged to immediately inform the Company about any facts or circumstances h/she is aware of, which might lead to any adverse consequences (risks) to the Company
- 3.13. In case of any claims from the clients to the Company, related to the Introducing Broker's activities, the Introducing Broker is obliged to solve such claims on his own
- 3.14. Introducing Broker has a right to perform trading on his IB account
- 3.15. Introducing Broker is obliged to warn the client about the risks of margin trading before the Customer Agreement is entered into

3.16. Introducing Broker is not recommended to provide any recommendations and/or advice to the client regarding trading operations and/or strategies, or in any other way influence the clients' decisions. The Company bears no responsibility for the consequences of such recommendations and advice

3.17. Introducing Broker has no right to publish or participate, or cooperate in publishing any materials in mass media, issue, send any newsletters or notes, or cooperate in writing any materials in newspapers, magazines or other mass media, blogs, Internet forums, which might injure the positive reputation of the Company.

3.18. Before entering into any relationship with the clients, the Introducing Broker is obliged to inform them of his/her Introducing Broker status and privileges.

4. Company's rights and obligations

4.1. The Company is obliged to provide the Introducing Broker with assistance in performing provisions of this Agreement

4.2. The Company is obliged to pay out the compensation to the Introducing Broker as set in this Agreement

4.3. The Company is responsible for dealing and all the settles. The Company provides orders' reports by request from the Introducing Broker not more than 4 times monthly, unless stated otherwise

4.4. The Company is obliged to open real accounts to the clients attracted by the Introducing Broker in compliance with the terms of the Customer Agreement

4.5. The Company is obliged to provide clients with an ability to perform trading operations via logins and passwords set up by the Company

4.6. The Company is obliged to keep a fully-functional customer record

4.7. The Company has a right to receive a complete report of the results of the campaigns or other measures performed to attract clients from the Introducing Broker

4.8. The Company has a right to void this Agreement in case the Introducing Broker fails to attract 5 active clients within 90 days since registration as an Introducing Broker

4.9. The Company has a right to exclude a client's account from the list of Introducing Broker's referrals in case it is not deposited within 30 days since its registration

4.10. The Company has a right to void this Agreement in case all the Introducing Broker clients' deposits within a quarter falls below 500 USD

4.11. In case the Introducing Broker fails to meet the conditions of this Agreement, the Company has a right to exclude client(s) from the Introducing Broker's referrals list

4.12. The Company has a right to inform the clients, who are the referrals of the Introducing Broker, that he receives commission from their trades for the activities, described in this Agreement

4.13. In case it becomes known of Introducing Broker's using fraudulent customer attraction methods, described in p 3.8 of this Agreement, the Company has a right to terminate this Agreement and cancel all the Introducing Broker's commission. All the Introducing Broker's referrals in this case become direct clients of the Company

4.14. The Company has a right to terminate this Agreement in case of Introducing Broker's failure to meet its conditions

5. Introducing Broker Privileges' Limitations

5.1. Without prior written permission from the Company, Introducing Broker is prohibited to:

5.1.1. Undertake any commitments in the name of the Company, or bind the Company with any commitments

5.1.2. Give any guarantees and/or promises, make any statements regarding any payouts on any agreements set by the Company

5.2. Introducing Broker is prohibited to:

5.2.1. Modify the code of promo materials, provided by the Company, available in the Personal Area. Should the fact of modification be revealed, the Company reserves a right to terminate this Agreement and cancel any Introducing Broker compensation

5.3. The limitations listed in p. 5.1 and 5.2 are in effect during the Agreement period and during 5 years after the Agreement is terminated or voided

5.4. In case, as a result of Introducing Broker's failure to comply to the conditions of this Agreement (including unauthorized activities or statements), the Company receives any suits, all the expenses (losses) of the Company must be fully compensated by the Introducing Broker. Losses in this case are any expenses the Company bears or will bear to restore its rights and interests (real losses) as well as uncollected profits the Company would normally receive during normal business process if its interests were not harmed and property interests or business reputation of the Company were not harmed as a result of Introducing Broker's failure to commit to this Agreement. Introducing Broker has no right to dispute the volume of the losses, the Company might claim to be compensated.

5.5. In case of Introducing Broker's breach of the conditions of this Agreement, the Company reserves a right to block Introducing Broker's agent and real accounts until all the losses are covered. The Company has a right to cover the losses caused by the Introducing Broker with the Introducing Broker compensation or any other payouts set forth in this and/or Customer Agreement.

5.6. In case of any data match between the Introducing Broker and his referrals (such as, but not limited to address, email, phone, IP addresses, etc) the referral will be excluded from the Introducing Broker's referrals list. In case 2 or more real accounts are traded on from the same IP address, they are considered affiliates (auto-referral), and no compensation is paid for trading on them.

6. Principles of Introducing Broker's work and Clients attraction

6.1. Introducing Broker has a right to create a website dedicated to the Company's activity, containing information about world financial markets and the Company's services, as set forth in p. 3 of this Agreement.

6.2. Clients registration and placing them to the Introducing Broker's group (referrals list) is performed in one of the following ways:

6.2.1. Client uses a referral link to enter the Company's website

6.2.2. Client submits Introducing Broker's referral ID during registration

6.3. Client has a right to decline his Introducing Broker and become a direct customer of the company

6.4. Introducing Broker is prohibited to receive any compensation from trading on his own account(s) or accounts belonging to his/her relatives or any other affiliated parties (whether the Introducing Broker is an individual or legal entity)

7. Introducing Broker compensation and payouts

7.1. The Company pays compensation (commission) for every client's account, attracted by the Introducing Broker, as set in p. 7.3

7.2. The commission is paid in real time after each full transaction (order, which was opened and then closed), taking into account limitations described in p. 7.6.

7.3. Introducing Broker's commission for "Micro" accounts is 1 pips from spread for each full transaction (order, which was opened and then closed). Introducing Broker's commission for all the rest accounts is 20% from spread.

7.4. Introducing Broker may submit a withdrawal request only when the following conditions are met: IB account balance exceeds 5 USD and the Introducing Broker has at least 3 active referrals. A referral is deemed active when his/her account is deposited and has at least 1 trade monthly. Withdrawal amount cannot be less than 5 USD (or equal in EUR).

7.5. Any payouts including the commission mentioned in p. 7.1 to the Introducing Broker can only be started when the Introducing Broker has at least 3 active referrals

7.6. Company doesn't pay commission for the following orders:

7.6.1. Orders with profit or loss of less than 5 points

7.6.2. Orders closed within 3 minutes from opening

7.7. Company reserves a right to modify commission and payouts conditions in compliance with p 10.3 of this Agreement

7.8. In case the commission sum from one client's trades exceeds 30% of the total Introducing Broker's commission for a period of 1 to 6 months before the withdrawal request, the Company reserves a right to cancel such compensation.

7.9. The compensation described in p. 7.1 of this Agreement is the only way of payouts from the Company to the Introducing Broker. Introducing Broker cannot claim to receive any other kind of compensation

7.10. Introducing Broker commission shall be paid to his IB account in US Dollars only regardless of the currencies of his referral accounts

8. Term of validity

8.1. This Agreement comes into effect after it is accepted by the Introducing Broker on the Company's website

8.2. Term of validity of this Agreement is 12 months since it is accepted. The Company may require signed document at any time

8.3. In case none of the Parties decided to terminate the Agreement 30 days prior to the end of the term of validity of this Agreement, the Agreement shall be deemed prolonged to an unidentified period

9. Force Majeure

9.1. None of the Parties shall be liable for its partial or complete failure to meet its commitments in case it is caused by force majeure events (civil unrest, war, insurrection, international intervention, governmental action including, without limitation, exchange controls, forfeitures, nationalizations, devaluations, natural disasters, acts of God, and other inevitable events. Not depending on the will of any of the Parties)

9.2. The Party for which it became impossible to meet its commitment shall inform the counterparty about these circumstances in written form in no more than 5 days after the aforementioned events occur

9.3. The facts mentioned in this notification must be confirmed by a proper authority or an organization of the Party's country of residence. Failure to notify the other Party on time shall not be considered a basis to release the Party from the responsibility

9.4. In case the impossibility to meet the Party's commitments lasts over 6 months, the Agreement shall be deemed terminated

10. Other conditions

10.1. In case of any arguments with clients referred by the Introducing Broker, the Company's opinion will be the final

10.2. In case of absence of the requirements to fulfill its commitments from one of the Parties, the counterparty is not released from its responsibilities set in this Agreement, nor does it denote denial of liability

10.3. Introducing Broker accepts that the Company has a right to modify certain conditions of this Agreement any time after prior written notification of the Introducing Broker. The notification will be sent 7 days prior to the planned modifications. Any of these modifications enter into force in terms pointed in the notification

10.4. According to the Agreement one of the following means of communication shall be considered a written notification:

10.4.1. E-mail

10.4.2. Regular mail

10.4.3. Announcements in the "Company news" section on the Company's website

10.5. The Company will use Introducing Broker's contact information, e.g. address, email, etc, submitted during the registration, or the last contact information sent by him/her.

10.6. Any kind of messages (documents, notifications, announcements, confirmations, reports, etc) shall be deemed received by the Introducing Broker:

10.6.1. After 1 hour since an email is sent

10.6.2. After 7 days since a regular mail is sent

10.6.3. After 1 hour since the information is published on the Company's website

10.7. Introducing Broker is obliged to inform the Company of any changes in his/her contact information, submitted during the registration within 5 business days. The notification may be sent by email, regular mail or any other means of communication which can guarantee that:

10.7.1. The information is delivered in a timely manner

10.7.2. The information comes from the Introducing Broker personally

10.8. Any of the Parties has a right to unilaterally extrajudicially reject this Agreement with a prior notification of the counterparty no less than 30 days beforehand.

10.9. This Agreement can be terminated judicially on demand of one of the Parties, in case of multiple or rough violation of its terms by one of the Parties, or in any other cases subject to the current legislation.

11. Accepting this Agreement the Introducing Broker confirms that:

11.1. He/she has read and understood the Agreement

11.2. All the conditions of the Agreement are understood and completely accepted

11.3. No circumstances prevent Introducing Broker from acceptance of this Agreement