

PARTNER`s AGREEMENT

This Partner`s Agreement (the "Agreement") is made between "IncoNeon Limited, registered at Suite 109, 1st Floor, Prince Consort House 109-111, Farringdon Road, London, EC1R 3BW, United Kingdom, and an individual or entity that signed the present Agreement and filled in the Registration Form (hereinafter referred to as Partner)

Terms and definitions

"Active Client" – a Client who has trading account with deposit and trading history for the payment period on it.

"Commission account" – a Partner`s trading account in the Company opened to transfer the Fee.

"Customer" - a legal entity or an individual being a party to the Operative Agreements with the Dealer in respect of making Transactions, subject to Margin Trading.

"Equity" – balance + credit+ floating profit - floating loss.

"Fee" – payments from the Company to its Partner (see Appendix 1).

"Lot" - an abstract notion of the number of shares, base currency, or other underlying asset in the Trading Platform.

"Open position" - the result of the first part of the completed transaction. In this case the Customer shall be obliged to: 1) make counter transaction of the same volume; 2) maintain equity not lower than 20% of the Necessary Margin.

"Partner" – a legal entity or an individual operating according to the law of its residence and signed with the Company present Agreement and acting on behalf of the Company as a referral, web partner or Introducing Broker (IB).

"Rate" - 1) for the currency pair: the value of the base currency in the terms of the quote currency; 2) for the Contract for Difference: the value of one unit of the underlying asset in terms of money.

"Subaccount" – special account for internal calculations that reflects all the liabilities of the Company and its Client according to the Customers Agreement.

"Spread" - the difference between Ask and Bid prices.

"Transaction" - two counter deals of the same size (open and close a position): buy then sell and vice versa.

1. General provisions

1.1 Company and Partner get the mutual responsibility concerning attracting Clients to carrying out trading transactions on instruments provided by the Company.

1.2 Partner is entitled to represent the Company during 12 months. This period will be automatically prolonged if parties do not cancel the Agreement.

1.3 Partner get the responsibility to represent the Company and draw Clients to cooperate with the Company by providing software for Internet-trading, technical and general support, help by opening subaccounts, consultations.

1.4 Partner agrees that all the Clients attracted by him are the Clients of the Company.

2. Rights and liabilities

2.1 Partner must:

- attract Clients to trading on international financial markets in the Company and on conditions that the Company provides;
- independently look through the official informational resources of the Company and opportunely inform Clients about important changes;
- provide Clients with comprehensive support and help them by solving problems;
- consult Clients on all the questions concerning their cooperation with the Company;
- open Commission account in the Company;
- be a Client of the Company i.e. sign the Customer Agreement with the Company.

2.2 Partner is entitled to:

- independently plan and carry out marketing and advertising campaigns;
- contact the Company's employees to solve the Client's problem in case Partner cannot solve it independently. Partner should get the necessary information (account number, orders, time etc.) in advance;

2.3 Partner is not entitled to:

- trade on Commission account.
- advertise in the context ad systems using direct URL of the Company's sites (for example, <http://inconeon.com>) with Partner's link as <http://inconeon.com?pid=xxx>;
- carry out any calculations with the Clients and get funds, securities etc. from them. The company is in charge of all the financial part of the cooperation;

- use deceptive advertising (on porn web-sites, on web-sites that violate the law of the country, spam etc.);
- spread false information about Company`s services in order to draw Clients.

2.4 Company must:

- open accounts and subaccounts for the Clients drawn by the Partner on the basis of the Customer Agreement;
- provide the Clients with an access to trading system using logins and passwords;
- carry out all the calculations concerning Clients` trading;
- organize, consult on software maintenance that Partner uses;
- carry out all the payments for the Partner according to clause 3 of the present Agreement and monthly report about expenditures and profits.

2.5 Company is entitled to:

- get from the Partner full report about all the campaigns aimed at drawing Clients;
- exclude Client from the Partner`s group in case Partner do not follow the terms of the present Agreement;
- act according to the present Agreement.

3. Payment calculation

3.1 Company is obliged to pay Fee according to Appendix № 1 of the Agreement.

3.2 All the calculations with the Partners are carried out before the 10th day of the month following the reporting. Funds are transferred to the Partner`s Commission account in the Company.

3.3 Parties pay taxes and pay to other third parties independently.

3.4 Company is entitled not to pay any Fee from Client`s transactions if they were carried out with difference less than 31 pips between open and close price (for XXXL accounts only).

3.5 Company is entitled not to pay any Fee from Client`s transactions if there are trading manipulations on the Client`s account comitted in order to artificially inflate the volume of trades

4. Special terms

4.1 Company is not responsible for non-execution of any liabilities in case of communication failure as it is not an Internet or other communication system provider.

4.2 Partner is not entitled to disclose any information that he/she/it gets from the Company during cooperation period and 5 years after its cancelation.

5. Responsibilities

5.1 Parties are responsible for non-execution of any liabilities concerning the present Agreement according to the international law.

5.2 Parties will not be responsible for partial or full non-execution of any liabilities if it is the result of Acts of God (fire, flood and other natural disasters) or situations that comply with laws that come into force after signing of the present Agreement and make it impossible to fulfill the liabilities.

5.3 Party that cannot fulfill the liabilities because of the situation described in clause 5.2 must notify another party during 5 days in written form about such situation and its possible duration.

5.4 Company is not responsible for the Partner as Partner is not the Company's employee and acts on his/her/its own.

6. Terms and final clauses

6.1 This Agreement comes in force after the partner opens Comission account.

6.2 Validity term of the Agreement is 12 months.

6.3 If clause 1.2. of the present Agreement is met, the latter is considered to be prolonged for indefinite period.

6.4 Conditions of the Agreement can be changed by the Company with prior notification.

6.5 This Agreement can be canceled by any of the parties with prior notification and also by the Company in cases described in the clause 2.4. of the Agreement.

Appendix №1

1. For all the transactions carried out by the Clients drawn by the Partner (regardless of these transactions' profitability) in case the clause 3.4 of the present Agreement is fulfilled:

1.1 Company is obliged to pay the Partner Fee for Forex and spot metals instruments:

For XXXL accounts:

- \$10 from a transaction (1 lot) of a direct client if there were less than 10 active clients in Partner`s group for the previous payment period (one month)
- \$11 from a transaction (1 lot) if there were from 10 to 15 active clients in Partner`s group for the previous payment period (one month)
- \$12 from a transaction (1 lot) if there were from 15 to 20 active clients in Partner`s group for the previous payment period (one month)
- \$13 from a transaction (1 lot) if there were from 20 to 25 active clients in Partner`s group for the previous payment period (one month)
- \$14 from a transaction (1 lot) if there were from 25 and more active clients in Partner`s group and deposit minus withdrawal amount is more than 50k USD for the previous payment period (one month)
- \$15 from a transaction (1 lot) if there were from 25 and more active clients in Partner`s group and deposit minus withdrawal amount is more than 100k USD for the previous payment period (one month)

For New Forex accounts:

- \$3 from a transaction (1 lot)

For Direct Futures accounts:

- 50% from a comission

1.2 Company is obliged to pay the Partner Fee for CFD Futures instruments:

- \$5 from a transaction (1 lot)

1.3 Company is obliged to pay the Partner Fee for subpartner`s accounts:

- 10% from total rewards of the subpartner