



**FOREXTIME NZ LIMITED**  
**Introducing Broker Regulations**

Version: December 2011

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## Terms and Interpretation

“Client” shall mean a client of the IB whose trading volume consists of at least one standard lot per month.

“Company” shall mean ForexTime NZ Limited, registered at 5b/23 George Street, Newmarket, Auckland, 1023, New Zealand. Registered Number: 3274608.

“Partner Group” shall mean the group of Clients acquired by the IB.

“IB Account” shall mean the special account opened for the sole purpose of crediting the IB’s compensation.

“Introducing Broker” (“IB”) shall mean an individual or legal entity that refers clients to the Company and operates in the interests of the Company, on the basis of these Regulations.

“Redirect” shall mean the automatic redirection (transfer) of a web page user to another page or website.

“Referral link” shall mean the link to the Company website containing the IB’s unique identification number, which is to be used by the IB to acquire Clients.

“ID” shall mean the IB’s unique identification number.

“Company Site” – Company web site, where the IB can view news about the Company and access the Company’s regulatory documents: <http://forextime.com>.

## 1. General Terms

1.1. In accordance with the terms and conditions of these Regulations, a Client (hereinafter referred to as the “Introducing Broker” / “IB”) 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 in these Regulations.

1.2. These Regulations, along with the Client Agreement, form the constituent documents of the Company and are available to the public on the Company Site.

1.3. The terms and conditions of these Regulations become binding for each IB at the moment the IB accepts the terms and conditions of these Regulations. These Regulations contain all the terms and conditions that regulate the relationship between the Company and the IB.

1.4. To register as an IB, an individual must:

1.4.1. Fill out the online Client Registration Form.

1.4.2. Accept these Regulations in myForexTime and send a copy by email of an identity-confirming document to the Partnership Programs Department, the email address for which is listed on the Company Site.

1.4.3. Receive an Introducing Broker login (ID).

1.5. To register as an IB, a legal entity must:

1.5.1. Fill out the online registration form.

1.5.2 Accept these Regulations in myForexTime and send a copy by email of the following documents to the Partnership Programs Department, the email address for which is listed on the Company Site:

- Certificate of incorporation
- A notarized resolution on the appointment of directors (translated if necessary) or Certificate of Incumbency
- Proof of the signatory authority of the signer (Resolution on the appointment of Director or Power of Attorney)
- Current passport of the signer, or in its absence, an official confirmation of identity (ID, driver's license)

1.5.3 The Company has the right to request additional documents in order to verify the status of the IB as a legal entity and/or to verify that the signer of the registration form has the authority to do so.

1.5.4 All documents pertaining to a legal entity must be legalized or apostilled. Documents issued in a foreign language must be translated into English. Translations done by the IB himself/herself must be notarized. The IB agrees to provide any documents requested by the company in English.

1.5.5 Receive an Introducing Broker's ID.

1.6. When the Partnership Programs Department receives the documents listed in clauses 1.4.2 and 1.5.2 of these Regulations, the IB account will be activated. The IB will be informed of the activation of his/her account by the Partnership Programs Department in an email sent to the IB's registered email address.

1.7. From the moment the terms and conditions of these Regulations are accepted, the IB has the right in his/her own name to:

1.7.1. Carry out advertising campaigns in the interest of the Company.

1.7.2. 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.

1.7.3. Advise new clients on the Company's line of business and service offering, the competitive advantages of the Company and other terms and conditions.

1.7.4. 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.

1.7.5. Help new clients get acquainted with the Company Site and refer and clarify documents and information posted on the website.

## 2. Interaction of the Parties

2.1. These Regulations do not under any circumstances constitute an agreement for the creation of a partnership, joint venture or an employer-employee relationship. The IB may only operate and act in relations with third parties as a client of the Company, serving as an IB (clause 5.2) and not in any other capacity. The IB 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, with the exception of the cases described in clause 2.2 of these Regulations.

2.2. The IB may use the banners with the Company logo provided in the IB's myForexTime account, and/or the Referral Link presented after registering an IB Account in Client acquisition. The Referral Link may be encrypted.

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

2.3.1. For any actions carried out by the IB that are in violation of the provisions of these Regulations and/or the Client Agreement.

2.3.2. For any actions of the IB beyond the authority granted by the Company.

2.3.3. For any damages to a third party caused by the IB.

2.3.4. For any complaint lodged against the IB in reference to clause 3.1 of these Regulations.

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

## 3. Obligations of the Introducing Broker

3.1. The IB 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 is obligated to immediately inform the Company of any interference in the IB's activity.

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

3.4. The IB 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 under the condition that the Client has not previously registered as a Client of the Company and one of the following takes place:

3.4.1. The Client specifies the IB ID when filling out the online registration form.

3.4.2. The Client is transferred to the Company Site through a banner and/or special Referral Link placed on the IB's informational resource. The IB's unique identification number will be saved in the Client's internet browser cookies file for one year, provided that the Client does not clear the cache memory of their computer.

3.5. If the Client is considered acquired by the IB, the IB ID will automatically be placed in all following trading accounts opened by that Client. Clients cannot be transferred among partner groups.

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

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

3.7.1. 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.

3.7.2. Knowingly mislead website visitors by improperly redirecting them to other websites or internet resources.

3.7.3. Use advertising material containing false information, pornographic content or material which serves to ignite ethnic conflict or racial discrimination.

3.7.4. 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.

3.7.5. Use advertising material containing false information about services offered or knowingly conceal risks from clients.

3.7.6. Use any materials which may damage the positive image of the Company.

3.7.7. Use any other dishonest advertising methods.

3.8. The IB is not entitled to:

3.8.1. Register or use trademarks, service marks or domain names containing part or all of the words ForexTime. For example: ForexTime, FOREXTIME, FXTIME, etc.

3.8.2. Register an organization or use the name of an existing organization if all or part of the name contains any variation of the words FOREXTIME: FXTIME, etc.

3.9. The IB is strictly forbidden from advertising the direct URL of one of the Company's sites (<http://forextime.com>, etc.) by means of a referral link in contextual advertising systems such as Google AdWords, Bing, Yahoo, YandexDirect, banner networks, internet catalogues, etc. The IB is also forbidden from using forced redirects to send visitors to any of the Company's official websites.

3.10. The IB 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.

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

3.12. The IB 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.

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

## 4. Rights and Obligations of the Company

4.1. The Company is obligated to provide the IB with the necessary assistance to fulfill the duties laid out in these Regulations.

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

4.3. The Company shall be responsible for the execution of client orders and calculations on the IB Account. Should the IB wish to check the calculations, the IB may request statements from their Clients, on the basis of which an appeal may be made concerning the Company's calculations. The Company does not provide statements on Client transactions.

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

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

## 5. Limitation of the IB's Authority

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

5.1.1. Assume any responsibility on behalf of the Company or place the Company under any obligations.

5.1.2. 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.

5.1.3. 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 entering into relations with the Company is obligated to inform interested parties and Clients of its IB status and authority. Since the IB 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 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' myForexTime accounts. The IB is obligated to inform the Client of the need to protect the security and confidentiality of account and login information (logins and passwords) for the Company Site and of the necessity of not giving out such information to third parties. 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 have the right to:

5.4.1. Receive payments from, or make payments to clients. All financial dealings with clients will be performed by the Company.

5.4.2. Directly or indirectly give clients any amount of the IB's received or expected bonuses.

5.4.3. Serve as an IB on behalf of any third parties.

5.5. The limitations set out in clauses 5.1. – 5.4. of these Regulations shall remain in force for the duration of the period of validity of these Regulations 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's breach of the terms and conditions of these Regulations (including unauthorized actions or statements made by the IB), the IB 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 has no right to dispute the amount the Company claims for damages.

5.7. Should the IB breach the terms and conditions of these Regulations, the Company reserves the right to block the IB's accounts and exclude Client logins from the IB's client list until the IB compensates the losses suffered from the breach of these Regulations. The Company is entitled to cover losses inflicted by the IB with money payable to the IB under these Regulations and also under the Client Agreement and its corresponding regulations. Should the IB wish to terminate their relationship with the Company or if the terms and conditions of these Regulations have been breached, the Company reserves the right to withhold the payout of bonuses accrued on the IB Account.

5.8. The IB itself, its relatives or any other affiliated parties cannot act as the client of an IB. Should any data of the IB 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's 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. Should the IP-address of a client be the same as that of the IB, they shall be considered affiliated and compensation on the account will not be paid.

5.9. If six months after having acquired their first Client, an IB has fewer than ten Clients, the Company reserves the right to cease making bonus payments to the IB for existing Clients and remove these Clients from the IB's partner group.

5.10. If more than three months have passed since the client has made a trade, the Company reserves the right to remove the Client from the IB's partner group.

## 6. Compensation of the IB

6.1. The Company pays monthly bonuses for each separate account of the Clients acquired by the IB in accordance with Appendix #1.

6.2. The recording period is one month. If in the recording month the IB has three Clients, the Company will credit the bonus sum to the transitory account of the IB in myForexTime between the first and the fifth business day of the month following the recording month.

6.2.1. If more than 70% of the bonuses for a given recording period come as a result of the trades of one Client, the Company has the right to not credit bonuses to the transitory account of the IB until this percentage becomes lower.

6.2.2. Accrued bonuses not previously paid for reasons stipulated in this clause of the Regulations, are added to the bonuses due for the next recording period according to the following formula: accrued bonuses for the previous recording period are paid in their entirety (100%), bonuses for the recording period before last are paid out at 80% of the accrued total, bonuses for the recording period before the one before last are paid at 50% of the accrued total, no bonuses (0%) are paid for earlier recording periods. Example: If an IB did not fulfill the requirements necessary to withdraw funds during the months of February, March, April and May but did so in June, then they will receive 100% of the accrued bonuses for June, 100% for May, 80% for April, 50% for March and nothing (0%) for February.

6.2.3. The Company reserves the right, at the request of the IB, to remove any Client from the partner group whose trading has accounted for more than 70% of the accrued bonuses for a given recording period.

6.3. IB bonuses will be calculated and paid in accordance with clause 6.1 of these Regulations if the IB has at least three Clients.

6.4. The Company does not credit bonuses on standard.mt4 accounts for positions satisfying the following conditions:

6.4.1. The position was closed in less than five minutes after its opening.

6.4.2. The position was closed with profit or loss less than one spread.

6.5. The Company does not credit bonuses on pamm.ecn.mt4 accounts for positions satisfying the following conditions:

6.5.1. The position was closed in less than ten minutes after its opening.

6.5.2. The position was closed with profit or loss less than one spread.

6.6. The Company has the right at its sole discretion to make amendments to the conditions for crediting and paying bonuses in keeping with clause 10.4. of these Regulations.

6.7. Bonuses will not be paid to IBs for trades made for PAMM Account investors when the IB in question is also the PAMM Account's Manager. If there is any indication of an overlap of the IB and the Manager (passport information, address, telephone, email, IP address, etc.), the Company reserves the right to not pay the IB bonuses based on the trading of the partner group of that IB.

6.8. The bonuses listed in Appendix #1 of these Regulations are the only form of compensation the IB may receive and the IB may not claim any other type of compensation.

## 7. Guarantee Commitments

7.1. The IB guarantees:

7.1.1. The presence of the necessary legal capacity and authorization to accept these Regulations.

7.1.2. The acquisition of new Clients.

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

7.3. The IB 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 should breach the guarantee commitments.

## 8. Contract Term

8.1. These Regulations shall enter into force for Company Clients from the moment of their acceptance by the IB and shall remain valid as long as the terms and conditions listed in these Regulations have not been breached.

8.2. If an IB, having accepted these Regulations, does not acquire at least one Client within six months, the Company shall have the right to transfer the IB 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, 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 Regulations 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 Regulations at any time, giving the IB prior written notification 3 (three) 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 Regulations shall be understood as one of the following means of communication:

10.5.1. Email: [partnership@forextime.com](mailto:partnership@forextime.com).

10.5.2. Mail.

10.5.3. Announcement on the “Company News” page on the Company Site .

10.6. The IB agrees to allow the Company to use the IB’s contact information, for example, address, email and other information specified in the Client Registration Form to send the IB letters and proposals.

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

10.7.1. One hour after being sent to the email address specified in the Client Registration Form.

10.7.2. Seven days after being sent by mail.

10.7.3. One hour after the announcement is posted on the “ForexTime News” page on the Company Site.

10.8. The IB is obligated to immediately inform the Company of any changes in the IB’s contact information, as specified in the Client Registration Form. Notification of changes may be sent through mail, email, fax or any other form that allows:

10.8.1. The Company to receive the information promptly.

10.8.2. Verification that the notification is authentically from the IB.

10.9. In the interest of complete clarity, the IB 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 Regulations, and shall lead to the immediate termination of the Agreement and the cancellation of any payment or compensation due to the IB.

10.10. Should the IB breach any clauses in section 3 or any other clauses of these Regulations, the Company may consider this a flagrant violation of the agreement of these Regulations, which shall lead to the immediate termination of the Agreement and the cancellation of any payment or compensation due to the IB.

## Acceptance of Regulations

In accepting these Regulations, the IB confirms that:

- a. The IB is familiar with the terms and conditions of these Regulations.
- b. The IB fully understands and agrees to all terms and conditions set out by these Regulations.
- c. There are no circumstances that might prevent the adoption of these Regulations.

**FOREXTIME NZ LIMITED**

## Appendix #1 to the FOREXTIME NZ LIMITED Introducing Broker Regulations

### The Introducing Broker Compensation Table

The bonuses of the IB are credited in accordance with clause 6 of these Regulations and the Compensation Table below.

<b>Account Type</b>	standard.mt4	ecn.mt4, pamm.ecn.mt4
<b>Bonus Calculation Method</b>	% from the spread on the accounts of the IB's Clients	% of the commission taken from the Client
<b>Percentage</b>	25	30

FOREXTIME NZ LIMITED