

Introducing Broker Agreement (IB)

Profile Section

| | |
|------------------------|--|
| Company Name | |
| Company Address | |
| City & Country | |
| Website address | |
| Nature of the business | |

| | | | | |
|---|-----|---------------------------|-----|-------|
| Title | Mr. | Miss | Mrs | Other |
| First Name | | | | |
| Second Name | | | | |
| Family Name | | | | |
| Date of birth | | | | |
| Nationality | | Country of residence | | |
| Passport No/Civil ID | | Expiration Date of the ID | | |
| Home number | | Mobile number | | |
| Office number | | Email Address | | |
| Fax Number | | Website (if any) | | |
| Emergency contact name and contact number | | | | |

Office Address

| | |
|--------------------------------|--|
| Flat / Apartment Nr and street | |
| P.O.Box Number | |
| City and Country | |

Mailing (Correspondence) Address

| | |
|--------------------------------|--|
| Flat / Apartment Nr and street | |
| P.O.Box Number | |
| City and Country | |

1- Parties of this agreement

A. Sword Investment Capital (hereinafter called SIC), A company having limited liabilities duly incorporate and registered in the Investment Operations, suite 208- Eden Plaza Is1, Mahe, Seychelles.

B. introducing broker (hereinafter called IB), whose name and address in the attached IB profile section, which is an integral part of agreement.

2- Purpose of the agreement

This agreement sets forth the term and conditions of the relationship between SIC and IB, who will introduce customers to SIC on fully disclosed basis to trade in OTC spot foreign exchange, OTC spot metals, contracts for difference, and off exchange derivative transactions, in accordance to the terms set forth in the terms of business of SIC.

3- Definitions

3.1 (Company) shall mean SIC as defined in section 1-A.

3.2 (IB) shall mean introducing broker who will introduce customer account to SIC.

3.3 (Customer) means a customer of SIC who is introduced to SIC by the IB.

3.4(Account) shall mean an account that is established for a customer's introduced to the SIC by the IB.

4- Services of SIC

4.1at its sole discretion SIC shall open account to the customers introduced by the IB, provided they meet its qualifications criteria and suitability standard.

4.2 SIC agree to accept instructions and orders from the customers, and send statement of accounts and recaps to the customers introduced by the IB.

4.3 Provide services to the customers introduced by the IB in accordance to the terms of SIC business.

4.4 Provide a license to the IB to use it such as SIC trading software, forms , literature, newsletters, market reports and any informational material provided by SIC.

4.5 Rebate fees and incentive to the IB in accordance to the attached Appendix I.

5- Services provided by the IB

5.1 Introduce customers who fully meet the qualifications and standards of SIC, on fully disclosed basis.

5.2 Deliver to customer, and /or obtain from customer and deliver to SIC, all documentation including, but without limitation, the customer account opening package, notices and notifications.

5.3 Obtain and verify customer information including, but without limitation, customer's personal details, information on the reputation of the customer, its financial capacity and trading objectives.

5.4 Fairly and accurately describe SIC business and profile according to information provided by SICB.

5.5 Maintain ethical practices, high standard of business, and conduct its business at all times in such a manner so as to reflect favorable on SIC.

5.6 Company with any business related instruction, terms or direction given by SIC in relation to introducing broker services.

5.7 keep accurate written records of all customer Agreements, legal documents, diligence reports or any other information that may arise in the course of business with SIC, and provide SIC with copies thereof upon request.

5.8 Authorize SIC to inspect or conduct any due diligence it may require it may require from time to time, without any limitation or means of investigations.

5.9 Notify SIC orally and in writing upon receipt of any customers complaints or pending or threatened action raised against SIC in connection with any alleged errors, corrections, or any other matter on any customer account.

6- Relationship between parties

The IB is strictly not authorized to act as agent, appointed representative or as any authority of SIC. For avoidance of any doubt, the IB will not make any recommendation, give advice, accept any commitment or guarantee, or accept any responsibility on any matter whatsoever for or on behalf of SIC.

7- Compliance, supervision, and due diligence

7.1 The IB will diligently supervise the activities of its officers, employees and sales team, including its agents, to comply with SIC terms as well as local regulations.

7.2 The IB must immediately notify SIC in writing of any material claim against the IB, whether raised by the customer or local regulatory agency.

7.3 The IB must introduce customers to SIC only after Conducting strict due diligence and 'know your customer' procedures. IB will not introduce any customers without conducting prerequisite background checks.

7.4 The IB acknowledges that it may not accept funds from the customers but must the customers to send checks or wire funds directly to SIC.

7.5 The IB may not conduct discretionary trading on behalf of the customers without a written and signed power of attorney from the customers, which must be pre-approved by SIC.

7.6 The IB may not give any advice or trading recommendation to the customers. For avoidance of any doubt, SIC will not be liable to customers of the IB for any advice, decision or recommendation given or made by the IB to any customers , and the IB will indemnify SIC from any loss or liability arising any such advice, recommendation, default or neglect by the IB relation to any customer services.

8- Liquidation of position

SIC shall have the right to liquidate any or all open positions on the account introduced by the IB in the event of, but not limited to , the following occurrences:

8.1 insufficient margins to protect the position(S) in the customer account.

8.2 Equity to margin ratio reaches the 5%.

9- Marketing and Advertising

The IB under circumstance will use the SIC name, logo or website, whether for information or educational purposes, expect with the prior written authorization of SI.

The IB will not advertise or circulate to customers or any other person ant written information concerning SIC without the prior written approval for SIC.

10- Proprietary property

10.1 The IB acknowledges that the trading software provided by SIC to the IB and the Customers introduced by the IB id simply to facilitate and enhance the efficiency of transacting business with SIC.

The IB further acknowledges that the business may be transacted by telephone and fax in case of failure of the trading software for any reasons beyond the control of SIC, as solely determined by SIC.

10.2 Upon the termination of this agreement by either party, the IB will return to SIC all proprietary property such as equipment, software and printed material.

11- Confidentiality

IB will keep confidential and will not disclose to anyone except with the prior written approval of SIC, during and subsequent to the relationship with SIC, all material information it receives during the course of business with SIC, including but not limited to customer information, trade secrets, techniques, and other information relating to processes, strategies and future plans.

12- Indemnifications

The IB agrees to indemnify and hold SIC harmless from all losses, liabilities, damages, expenses claims proceeding and attorney's fees resulting from:

12.1 Any breach by the IB of its duties under this agreement.

12.2 Any misrepresentation made by the IB herein

12.3 Any Customers claims relating to any agreement between the IB and the introduce customers.

12.4 Any deficits on Customer accounts or the failure of any customer to meet its obligations.

12.5 Any debts or obligations arising from the IB failing to comply with applicable local laws and regulations.

13- Severability

Any provision under this agreement that becomes invalid shall be ineffective to the extent of such invalidity, without affecting the remaining provisions of this agreement.

14- Assignment

SIC may Assign its right or delegate its obligations under these terms to third party with written notice to IB within 30 days of such agreement. IB grant SIC the right to transfer this agreement to any successor organization. The IB is not allowed to assign any its rights or duties under these terms to any third party.

15- Headings

The paragraph headings in this agreement are inserted for description purposes only and are not intended to limit the meaning of any the terms.

16- Entire agreement

This and attached appendixes between SIC and IB constitute the entire agreement between SIC and IB. SIC have made no representations or warranties other than those expressly provided within these terms.

17- Termination

This agreement may be terminated by the either party upon third days written notice to the other party, During the third days, the customers introduced by the IB shall be serviced by the SIC and mat be assigned to another IB to carry the accounts and provide IB services for the customers. All commissions due to the IB up to the date of termination shall be paid to the IB upon clearance of any customer obligation and settlement of all pending customer transaction. SIC may terminate this agreement immediately by written notice to the IB in the event the IB does not comply with any of the following clauses:

17.1 The IB does not comply with the terms set out in this agreement.

17.2 The IB, in SIC sole and reasonable opinion, provides inadequate service to customers or ceases to provide services to customers as set out in this agreement.

17.3 The IB is not in good financial standing and SIC feels the company is process of liquidation bankruptcy or ceases meet its obligations.

18- Communications and notices

Notices and any communication may be transmitted to IB via email, internal mail on software, or the address on the IB application. All communications so sent by any of the above delivery methods shall be deemed transmitted by SIC, weather received by the IB or not.

19- No waiver or amendments

No terms of this agreement may be waived or amended unless amendment is in writing and signed by both customer and an officer of SIC, No oral implies agreement to the contrary shall be recognizable.

The attachments to this agreement constitute an integral part of this agreement.

20- Force Majeure

IB agree that SIC will not be held liable for any costs, damages or losses caused by force majeure events, including but not limited to, government restrictions, exchange or market rulings, suspension or delay of trading, war, civil disturbances, earthquakes, strikes, equipment failure, communication line failure, unauthorized access, theft or any problem, technical or otherwise, which may prevent the IB or the Customer introduced by the IB from entering or modifying an order or prevent SIC from acting on an online instruction, or other events or conditions beyond SIC control, as determined and at the sole discretion of SIC.

21-General

21.1 IB acknowledges and confirms that it has read and understood the terms in this agreement and agrees on their terms and conditions.

21.2 Any failure by SIC to enforce its rights and remedies under these terms shall not constitute a waiver of such right or remedy.

21.3 IB acknowledges that's SIC services are not intended for USA persons. IB further declares that it is not USA person.

22. Commissions policy and other rules

IB that applies to work with SIC should agree and understood the following:

22.1 Full the IB application request and provide the full document required (Civil ID, passport, CV , and any document will support him/her to get the company approval.

22.2 The approval for any IB request will take 5-7 working days.

22.3 Sign the agreements with terms and conditions by sword Capital Company.

22.4 IB working with SIC should have at least 5 years' experience in the brokerage trading market.

22.5 Good customer's data and good reputation in the market.

22.6 Achieved the monthly that is USD 100,000/- not less and also have accrued number of contract the is equal of 0.5% of total equity (100,000\$ * 0.005 = 500 contracts).

22.7 If the IB upset with one of terms and conditions of the company the company has the full authority to cancel the agreements.

22.8 IB will be responsible about all his/her clients and have to follow up with them and answer all the clients' enquiries.

22.9 The SIC have the right to do quarter survey about IB clients by direct contact with the clients, and depend on the result have the full right to continue or to cancel the agreement.

22.10 The IB performance has to be above 80% as per satisfaction of the clients, customer follow up, customer service and achieving target.

22.11 Withdrawal request will not be process unless the IB have to full the withdrawal application request and signed the withdrawal terms and conditions letter in the company.

23- Governing law and jurisdiction

All Actions, disputes, claims, demands or proceedings arising directly or indirectly in connection with, out of , or related to or from this agreement, shall be held, at the sole discretion of SIC, only in the courts whose seat is within the county of Seychelles. IB hereby specifically consents and submits to the jurisdiction of any federal court located within country of Seychelles. IB waives any claim that IB is not personally subject to the jurisdiction of the any county of Seychelles or that the venue of any such suit, action or proceeding is improper or inconvenient.

IB may bring no action arising out of the agreement, regardless of form, more than three months after the cause of such action.

[INTRODUCING BROKER AGREEMENT]

The IB confirms that it has read and understood the terms of this agreement. By signing below, the IB explicitly agrees to be legally bound by its terms and conditions.

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|---------------------------|--|
| Signature of IB Principal | |
| Full Name | |
| Date | |

| | |
|---|--|
| Signature of second Authorized signatory (if any) | |
| Full Name | |
| Date | |

| | |
|--|--|
| Signature of SIC Authorized signatory | |
| Full Name | |
| Date | |

Appendix I fee and rebate schedule

SIC shall directly charge the customer accounts introduced by the IB with commissions and fees. Such commission, fees as well as other incentive in the form of pip rebates shall be refunded to the IB in compensation for services rendered to the customers.

SIC shall calculate the commissions, fees and pip rebates generated from the customer's transaction at the end of each calendar month. SIC will provide the IB with a commission statement and credit the IB's master account held with SIC brokers during the first five days of next month.

The IB agrees to the following fee and pip rebate structure as described in this appendix I for the services described therein:

| | |
|----------------------------------|-----------------|
| OTC spot foreign exchange | |
| SIC shall rebate to the IB | |
| | er contract R/T |

| | |
|---------------------------------|-----------------|
| OTC spot foreign Mentals | |
| SIC shall rebate to the IB | |
| | er contract R/T |

| | |
|--------------------------------|----------------------|
| Off-exchange futures | |
| SIC shall rebate to the IB | |
| | er contract R/T |
| SIC shall charge to the client | |
| | USD per contract R/T |

| | |
|--------------------------------|----------------------|
| CFDs | |
| SIC shall rebate to the IB | |
| | er contract R/T |
| SIC shall charge to the client | |
| | USD per contract R/T |

| | |
|------------------------|----------------------|
| Signature of IB | SIC Signature |
| | |
| Date : | Date : |