

rewalt:

Partnership/Introducing Broker Agreement

MAIV Limited

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1. General provisions

This Partnership/Introducing Broker Agreement (hereinafter the "Agreement") shall define the conditions and terms according to which the Parties will cooperate, with reference to the conditions based on which Clients may be referred to the Company by the Partner/IB and the cooperation between Partner/IB and Maiv Limited for the the improvement of the quality of services offered to the Clients.

2. Definitions

Client	means a client who has been or is identified as introduced by the IB to the Company and with whom the Company enters into a Client Agreement.
Client Agreement	Means the Company's Client Services Agreement and the terms that the Client accepts when he opens an account with the Company. The Company's Client Services Agreement is found on the Company's website.
Confidential information	It has the meaning given in clause 5.1. below.
Website	Means the Company's website https://www.rewalt.com/ . Rewalt is the registered trade name of the Company. The domain

name www.rewalt.com is operated by the Company.

3. Registration with the Company

3.1 In order for an individual or legal entity to become a Partner/IB, the applicant must complete the relevant application provided by the Company. Upon the completion of the application, the Partner/IB shall cooperate with the Company, for any further enquiries about the Partner/IB as the Company determines under the circumstances and its internal policies and procedures and notify the Company as soon as possible in writing if any of the details provided on the application form have changed or updated.

3.2. In order for an individual or legal entity to become a Partner/IB, the applicant must meet and maintain the following eligibility criteria (list not exhaustive):

- a. The IB must provide the Company with complete, accurate and up to date information when applying to become an IB, including full name; address; and any details required in the application form. The IB's account will be opened following the assessment and completion of the KYC and due diligence procedure.
- b. The IB must be at least eighteen (18) years old.
- c. The person agreeing to this Agreement on behalf of a company represents to that he or she has all requisite corporate power and authority to enter into this Agreement on behalf of the IB, this Agreement has been duly authorized and that it will constitute a legal, valid and binding obligation of the IB, and

- d. The IB may be required, from time to time, to verify its information.

4. Partner/IB Representation, Warranties

4.1. In order for an individual or legal entity to become a Partner/IB, he/she/it shall confirm that he/she/it can enter into this Agreement and is approved and/or authorized and/or qualified under his local regulatory requirements, as applicable, to offer the services mentioned in this Agreement.

4.2. The IB will act as a mediator between the Company and his Clients for enhancing the quality of service offered to the Clients as well as introducing and/or explaining the services offered by the Company to the Clients. As a mediator, the IB will do all that is necessary in order for the Company and his Clients to enter into a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between the company and the Client.

4.3. As a mediator, the IB should perform all that is necessary (and in line with the local laws and regulations) thus we and the prospective Client enters into an agreement including but not limited to carrying out any preparatory paperwork necessary for the conclusion of a business relationship/agreement between us and the prospective Client.

4.4 The IB is obliged to inform its introduced Clients of any fees received as well as any additional fees involved with regards to the service provided under this Agreement.

5. Partner/IB Obligations and Responsibilities

5.1 The Partner/IB hereby undertakes to introduce prospective Clients with regards to the services offered by the Company as specified in the Client Agreement. For the introduction of clients, the IB will carry out all necessary actions so as for the company to enter into an agreement with the referred client.

5.2 Partner/IB shall assist prospective Clients on completing account registration forms for opening an account with the Company.

5.3 The Company is not responsible and has no liability for any advice or recommendation or decision provided by the IB to the client.

5.4 For the IB to be eligible for any fees with regards to the introduced Client, has to meet all requirements set in this Agreement, including further Appendices, as well as the IB must ensure that he has mediated so as for the Client and the Company to enter into an agreement.

5.5 Any prospective Client, who is introduced by the IB and opens an account with the Company, will also be considered the Company's Client, and needs to follow the same procedure as any other person who opens an account with the Company.

5.6 The Company may at its sole discretion accept or decline any Client introduced by the IB.

5.7 Whereby the IB undertakes to act as a mediator between the company and the prospective client for the conclusion of an agreement and for presenting, to prospective clients, the financial products of the company

the IB shall not direct or influence any Client with regards to his trading or funding facilities unless the Client has given written consent to the IB to do so and in the form acceptable by the Company.

5.8 Throughout the period of this Agreement and its capacity as a mediator, the Partner/IB will make available such suitable personnel both during the normal business hours and outside normal business hours in the case of emergency as shall be reasonably necessary to enable the Partner/IB to perform its obligations hereunder and to monitor and make available information relevant to all documentation prepared by the Company for the purpose of processing relevant transactions and dealing with any queries arising there from, and shall also make available such other facilities of liaison, co-ordination and co-operation as shall reasonably be necessary to facilitate the efficient carrying out of the obligations envisaged under this Agreement.

5.9 The Company is not liable or responsible for any marketing or promotions initiated by the Partner/IB and for any costs or charges for such activity. The costs will be met by Partner/IB.

5.10 The Partner/IB must carry on with his operations and business as an independent contractor and not as an agent, employee, or representative of the Company. The IB cannot use the Company's logo in any of his correspondence, on any business cards, on any electronic transmission, etc. without prior consent from the company.

5.11 Partner/IB acknowledges that he is not allowed to register a business that includes the Company's name, trade name or trademark. Furthermore, the IB acknowledges that he is not allowed to register and/or operate a

domain name that includes any of the trademark or trade names of the Company.

5.12 The Partner/IB shall not provide any trading advice to the Clients and shall only be authorized to introduce the prospective clients to the Company.

5.13 The Partner/IB is obliged to inform the Clients of any commissions received as well as any additional fees involved in regard to the service provided under this Agreement.

5.14 The Partner/IB shall honestly represent the services offered by the Company and not promise a prospective Client service that the Company does not presently offer.

5.15 The Partner/IB shall:

- a. Not provide any kind of investment advice or recommendation to the Client on concluding a trading transaction;
- b. Not provide any portfolio management or investment advice services to the Clients;
- c. Not make any representation or warranty concerning the Company unless otherwise permitted;
- d. Act in good faith for and towards the Company at any time.
- e. Not in any way represent to any Client that or will guarantee such Client against loss, limit the loss of such Client or not call for or

attempt to collect the required initial maintenance margin as established by the Company.

- f. Not provide any information or statement about the Company's services that is not true, fair and accurate.
- g. Not get engaged in any cold-calling activities.

6. Payment of Partner/IB's Commission

6.1 The Partner/IB shall be entitled to the remuneration structure as agreed and stated in Appendix 1, enclosed. The Company is entitled to make changes to the fees, frequency of payment, and entitlement criteria under this Agreement at any time in our sole discretion, by providing you with at least 30 days' written notice. The notice must explain the general nature of the changes and enclose a copy of the updated remuneration structure. The Company shall consider the continuing services in this Agreement following expiry of the notice period as your acceptance to the changes.

6.2 In order to be eligible for any fees generated based on the mediation in regard to referring Clients to the Company, the Partner/IB has to meet all requirements in this Agreement, including further Appendices, as well as to ensure that the Partner/IB has mediated thus the Company and the prospective Client entered into a contractual agreement for a business relationship.

6.3 In the event of any dispute, or complaint from a Client, the Company has the right to hold back any fees due to the Partner/IB until such issues are resolved.

6.4 The Company has the right at its absolute discretion to withhold commission earned or terminate this Agreement if the IB does not continue or fails to refer to Active Clients (as defined in Appendix 1) within 90 days.

6.5 The Company reserves the right, at its sole discretion, to withhold any rebates or commissions if it suspects that churning has occurred in a Client's account. For the purposes of this clause, "churning" shall mean engaging in excessive trading activity with the primary intent of generating fees or rebates to the detriment of the Client. This right may be exercised irrespective of whether churning is substantiated by conclusive evidence.

7. Confidentiality

7.1 For the purpose of this Agreement, Confidential Information means the business, affairs, customers, clients, suppliers, plans including business plans, financial information and projections, intentions, policies, procedures, manuals or market opportunities business or technical information relating to proprietary ideas, research and development, costs, production, profit and margin information, clients, marketing, current or future business plans and models, patentable ideas or trade secrets, operational intellectual property including: technology platforms, software, publications, databases, processes, product information, know-how, designs, trade secrets or software and any other material whether written or oral, tangible or intangible and which are material to the operation of the business and existing or contemplated products and services, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. Confidential Information shall also include other confidential or sensitive information which is: (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; or (b) disclosed in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure;

7.2. The Partner/IB shall keep all information confidential and shall not disclose to any third party any of the terms of this Agreement or any information incidental or related thereto the business of the Company, other than such terms or information publicly available, unless it is required under any applicable law or by any regulatory or governmental body or obtained by the Company's written consent. This clause shall continue to have effect on the Partner/IB without any time limit, even following the termination of this Agreement.

8. Amendment and Termination

8.1 This Agreement may be amended from time to time. Any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise.

8.2 Either party (Company or Partner/IB) can terminate the Agreement by giving five (5) business days' written notice to the other party.

8.3 The Company shall reserve the right to terminate or suspend without notice, this Agreement or any rights of the Partner/IB that may fall under the provisions of this Agreement and/or its Appendices hereto attached or related, due to any malpractice, breach, failure or other significant event, including liquidation or insolvency, on the part of the Partner/IB. Such termination will be at the sole discretion of the Company.

9. Applicable Law and Jurisdiction

9.1 This Agreement and all transactional relations between the Partner/IB and the Company are governed by the laws of Seychelles and the competent courts for the settlement of any dispute which may arise between them shall be the courts of Seychelles.

This Agreement has been duplicated and each party has a copy.

Signed for and on behalf of the
Partner/IB

Signed by the Company

Signature: _____

Signature: _____

Full Name: _____

Full Name: _____

Date: _____

Date: _____

APPENDIX 1

The Introducer will be remunerated based on the below schemes and subject to the below terms and conditions:

A. For the purpose of this Appendix the following definitions apply:

- *Valid Trade* means a closed position by the Active Client meeting the following conditions:
 - o the trade lasted for 180 seconds or more
- *Active Client* means a Client (as this is defined in the Agreement) who has deposited 25 USD or more and has at least 1 (one) Valid Trades closed within the last 30 days from the date of activation of client's account.

B. The Introducer may be eligible to the following *Partner Status* subject to the criteria below:

Partner Status	Criteria
Silver Partner	All Introducing Brokers
Gold Partner	\$20 mln. < Volume of Valid Trades for the last month \$10,000 < Accumulated Net Deposit 2 < Active Clients for the last month
Platinum Partner	\$50 mln. < Volume of Valid Trades for the last month \$30,000 < Accumulated Net Deposit 5 < Active Clients for the last month

Note: The Partner Status (Silver, Gold, Platinum) is updated at the end of each month.

C. Other conditions:

- All IB Commissions are generated in United States Dollars (USD)
- The IB Commission will be calculated for all Valid Trades within a 24-hour period and will be available for withdrawal on a daily basis.

- The Company has the right to deduct any bank wire fees or other payment charges associated with the withdrawal of IB commissions based on the payment method.
- The Company has the right to withhold/cancel commissions generated and terminate this Agreement if the IB's carried over generated commission is less than USD\$500 within 6 consecutive calendar months.