

**IBROKER PARTNERSHIP PROGRAM REGULATIONS**

*These Regulations shall apply exclusively to the activity of the Company's Customer with an iBroker Partner Status and establish the procedure, terms and conditions for using products and services offered by the Company within iBroker Partnership Program. These Regulations supplement the Customer Agreement.*

*The right to interpret the provisions of these Regulations as well as the right to modify the interpretations belong exclusively to the Company. Any other interpretation of the Regulations given by the Customer or non-compliance with these terms, conditions and procedure shall be unacceptable.*

*iBroker (Introducing Broker) is a Partnership Program offered by the Company. This Partnership Program is specially designed for Partners to promote the UBK Markets brand as well as the Company's products and services online based on mutual benefit.*

*The Company provides special tools (referral links, signup forms, informers, banners and other infographic elements designed to be posted on various web resources) for the Customer with an iBroker Partner Status to help him/her carry out his/her professional activities online.*

*iBroker Partner compensation is calculated according to his/her performance evaluation based on the pay scale established by the Company.*

**1. TERMS AND DEFINITIONS**

**1.1. Company** means the party to the Customer Agreement that provides services of mutual benefit to the Customer to promote the UBK Markets brand and Company's services.

**1.2. Customer** means the party to the Customer Agreement, either a private individual or a legal entity that uses the services of mutual benefit to promote the UBK Markets brand and services offered by the Company.

**1.3. My Account** means technological and interface solutions offered by the Company on the official Company website to enable the Customer to take full advantage of his or her rights and obligations under the Customer Agreement. "My Account" enables the Company to identify the Customer, and the Customer to use all Company's products and services available in "My Account".

**1.4. Master Account** means the account that the Company provides to the Customer and which has its own identification number. The Customer's funds deposited in the Master Account may be used through "My Account" interface facilities to pay for various services offered by the Company.

**1.5. iBroker Partnership Program** means a form of business cooperation of the Customer and Company aimed at mutual promotion of Company's products and services by the Customer with an iBroker Partner Status.

**1.6. iBroker License** means an authorization provided by the Company to the Customer for carrying out his or her iBroker Partner activity under these Regulations.

**1.7. iBroker Partner Status** means a set of rights and obligations that the Customer acquires having activated the iBroker License through "My Account" functionality to carry out his/her activities under these Regulations.

**1.8. iBroker Tools** mean infographic elements and materials that the Customer with an iBroker Partner Status may use within his/her scope of activity through the additional functionality of "My Account".

**1.9. Involvement to Cooperation** means the process when the Customer with an iBroker Partner Status attracts a new web user by any material posted on the web resource.

**1.10. iBroker Partner** means the Customer with an iBroker Partner Status who attracted at least one Customer to cooperation.

**1.11. Referral Number** means the Customer's ID obtained by the Customer with an iBroker Partner Status when registering "My Account".

**1.12. Active iBroker Partner** means the Customer with an iBroker Partner Status who attracted at least one Customer to cooperation within a specified period of time set by the Company.

## 2. iBROKER LICENSE

**2.1.** iBroker License is activated by the Customer through “My Account” functionality provided by the Company in the “iBroker” section.

**2.2** iBroker License may only be activated upon the Customer’s confirmation that he/she has read these Regulations.

**2.3.** After the Customer has activated the iBroker License, he or she obtains automatically an iBroker Partner Status that allows him or her to use the full functionality of the “iBroker” section in “My Account”.

**2.4.** Referral Number is automatically linked to any materials found in the “iBroker/Tools” section of “My Account” and posted by the Customer with an iBroker Partner Status on his or her web resource. Thus, the Company will be able to track the number of the referred Customers of this particular iBroker Partner.

**2.5.** The Customer attracted by the iBroker Partner can activate the iBroker License, and consequently, receive the iBroker Partner Status.

## 3. iBROKER PARTNER ACTIVITY

**3.1.** The Customer with an iBroker Partner Status automatically becomes the iBroker Partner after he/she has attracted at least one Customer to cooperation.

**3.2.** iBroker Tools are provided to the Customer with an iBroker Partner Status (in the “iBroker/Tools” section of “My Account”) to post related materials on the thematic web resources without breaching copyright for the infographic elements that belong to the Company.

**3.3.** The Customer with an iBroker Partner Status at his/her sole discretion selects a type of iBroker Tools and a web resource to post it.

**3.4.** The Customer with an iBroker Partner Status to develop partnership with the Company is entitled to request additional information for further use by contacting the Company’s Customer Support. The Company shall unilaterally decide whether to provide the requested information.

**3.5.** The Company shall unilaterally and without any prior notice delete or terminate the provision of any materials to the particular web resource if this web resource or the context in which the materials are used is deemed inappropriate. If such situations arise and to prevent any recurrence in future, the Company shall apply sanctions considered sufficient, at its sole discretion, against the Customer with an iBroker Partner Status (including fines) up to the iBroker License revocation.

**3.6.** All clicks and operations of the web users on the Tools (referral links, banners, signup forms and informers) posted by the Customer with an iBroker Partner Status on the web resources are tracked and recorded by the Company to calculate the compensation within iBroker Partnership Program.

**3.7.** The compensation is credited only to the Active iBroker Partner, i.e. to the Customer with an iBroker Partner Status, who for the last 60 days has attracted at least one Customer to cooperation. The Company reserves the right to set unilaterally the number of days that determine the activity of the iBroker Partner. The Company undertakes to inform the Customer of any change in the procedure of determining the activity of the iBroker Partner by publishing news on the official website or in any other way (through “My Account” functionality).

**3.8.** In case the Customer with an iBroker Partner Status does not attract new Customers during the last 90 days, the Company shall unilaterally revoke the iBroker License of this Partner without any prior notice.

## 4. COMPENSATION

**4.1.** The size of the actual iBroker Partner compensation is calculated based on the pay scale given in the “iBroker/Fees and Commissions” section of “My Account”. The Company reserves the right to change the pay scale at any time without prior notice but undertakes to inform the Customer of any changes by publishing news on the official website or in any other way (through “My Account” functionality).

**4.2.** The compensation is credited to the iBroker Partner into his/her Master Account in “My Account” section.

**4.3.** The Company offers two types of compensation plans for its iBroker Partners: percentage compensation and additional compensation.

**4.4.** Percentage compensation means compensation credited to the iBroker Partner depending on the total traded volume in lots of executed trades in the trading accounts, which are determined in the “iBroker/Fees and Commissions” section of “My Account”. The amount of the percentage compensation is recorded at the time of position closing by such a Customer and is credited to the iBroker Partner’s Master Account on the nearest Saturday. The Company reserves the right to change, without any prior notice to Customers, the procedure of crediting the percentage compensation to the Master Account in “My Account” section.

**4.5.** Additional compensation is a one-time payment to the iBroker Partner when attracted by him/her Customer buys various Company’s products and services. The amount of compensation for each purchase is determined in accordance with the pay scale at the time of purchase of a product or service by the Customer. This compensation is credited instantly to the Master Account in “My Account” of the iBroker Partner. The Company reserves the right without any prior notice to change the procedure of crediting the additional compensation to the Master Account in “My Account”.

**4.6.** The iBroker Partner will start receiving compensation after the Customer he/she attracted has traded not less than 0.01 lot.

**4.7.** None of the types of compensation is credited to the Master Account of the iBroker Partner if he/she cannot be defined by the system as the Active iBroker Partner.

**4.8.** By accepting these Regulations, the iBroker Partner agrees that the Company does not credit or compensate percentage or additional compensation according to the trading results of the Customer he/she attracted if at the time of trades’ execution or purchasing various Company’s products and services, the Customer has not been recorded in the system for this iBroker Partner by his/her Referral Number.

## **5. RESTRICTION IMPLIED DURING CUSTOMER ATTRACTION**

**5.1.** Customers with an iBroker Partner Status are prohibited to:

- use Company’s tools on websites that host obscenities, information on drugs, alcohol and tobacco products, pornographic, erotic or other sexually explicit content, which is not part of the work of art, materials that promote terrorism.
- use services of automated promotion (automation of visits, surfing), services on tasks implementation (paid execution of registrations, leads).
- use Company’s tools on websites that contain malicious code.
- use advertising in the form of spam to attract Customers through Email, Skype, ICQ, social networks and other resources).
- create websites, the external view of which has similarities to the official website of the Company (e.g. creation of website copies with HTML-tag “iframe”).
- use Company’s tools on websites that use “black” methods of search engine optimization (cloaking, doorway pages, etc.).
- use Company’s tools on websites where more than three pop-up windows or an advertisement takes more than 50% of the total content.

- buy context advertising for brand requests of UBK Markets in various systems of contextual advertising. Such requests may be of different spelling of Company's brand (ubk markets, юбикей маркетс, юбк маркетс, etc.).

**5.2.** Violations of these Regulations, and in particular Clause 5.1., may result in "My Account" blocking of the Customer with an iBroker Partner Status that cannot be recovered.

**5.3.** In case of low-quality content from the side of the Customer with an iBroker Partner Status, the Company reserves the right to block iBroker Tools provided to him/her.

## 6. ADDITIONAL PROVISIONS

**6.1.** Any information on the Company's Customers received by the iBroker Partner in the course of his/her activity shall be used solely for communication within iBroker Partnership Program. If this requirement is breached, the Company shall apply sanctions considered sufficient, at its sole discretion, against the iBroker Partner (including fines) up to the iBroker License revocation.

**6.2.** The Company shall, at its sole discretion, give VIP status to the iBroker Partner. Upon obtaining VIP status, the iBroker Partner will receive compensation based on the individual pay scale that is available for information in the "iBroker/Fees and Commissions" section of "My Account".

**6.3.** The percentage compensation plan of the iBroker Partner entirely depends on the trading conditions offered by the Company to the respective Customer. In cases when the commission costs for servicing individual Customers differ from the standard ones, the percentage compensation of the iBroker Partner resulted from their trading performance will be changed accordingly.

**6.4.** By accepting the provisions of these Regulations, the Customer with an iBroker Partner Status shall agree to the processing of personal data. The Company processes personal data of the iBroker Partner for the purpose of statistical analysis, which allows the Company to develop iBroker Partnership Program, maintain and improve provided services and products as well as to develop new ones within iBroker Partnership Program.

**6.5.** According to Clause 6 of the document "Privacy Policy" the Company has the right to publish surname and name of the Customer with an iBroker Partner Status in the iBroker Ranking. By accepting the provisions of these Regulations, the Customer agrees to publication.

**6.6.** The Company undertakes to inform the Customer of any changes to these Regulations by publishing news on the official website or in any other way (through "My Account" functionality).