



4XP Partners' Program Manual



Partners Back Office Team
4XP Investments & Trading

Welcome to 4XP:

The global online Foreign Exchange (FOREX) market has a daily turnover of more than \$3 trillion – more than 40 times bigger than the NASDAQ. The Forex market is so evolved that at every given second, someone on the planet buys and sells currency. This means you can earn with Forex, WAY AND BEYOND WHAT ANY OTHER TRADING INDUSTRY can offer.

There are many ways in which you can enjoy the benefits of Forex and trading markets, whether you are a financial professional or a beginner at investing.

Many people trade independently using **4XP's** cutting edge trading platforms. Many have found out they can make even more money from the Forex market by partnering with **4XP** and referring clients. Other people combine the two options and manage other people's money and trade on their behalf.

4XP is a professional, established broker that allows you to trade Forex but also trade on a large variety of instruments, such as commodities, indices and shares.

4XP was founded by a group of retail ended entrepreneurs and capital market dealers with a combined expertise in both online and offline trading. The founders' primary focus was to create a Capital Market Broker that would be a model of "par excellence. Our focus has been and will continue to be honesty, integrity and professionalism".

In the rapidly progressing, continually transforming and challenging world of online trading, **4XP's** highly professional and dedicated team views its clients' needs in a totally different light. Customer satisfaction is our primary concern. When a client trades with 4XP he can rest assured that our company has his best interests in mind.

4XP's Partner Program offers the opportunity to be affiliated with us in four different ways: Affiliate, Independent Broker (IB), Money Manager or White Label. The commission structures are competitive, and the support is superlative.

We are happy to offer many different ways to partner with us and take advantage of this fast moving market.

Whether you are a non-financial business owner, an entrepreneur, a website owner, a financial professional or a large institution – be sure that you can enjoy a fruitful relationship with **4XP** through one of our partnership models.

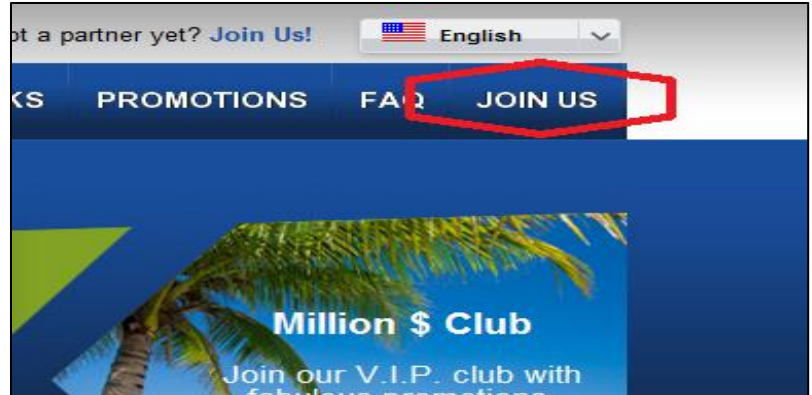
4XP stands by to assist its customers. Our highly committed multilingual staff provides our clients with efficient, friendly and professional service.



Getting Started:

Step 1

- Enter <http://www.4xp-partners.com>.
- Click on the **JOIN US** button.



Step 2

- Choose a Partner's Type.
- Fill in personal details, including a valid E-mail address.
- Continue.

Step 3

- Choose User Name and Password for the website.
- Fill in your home address.
- Continue.



Step 4

- Choose a desired payment method.
- Continue to create your account.

Join us with 3 easy steps

You register, we call you and set up your specific partner account, you then use our services and marketing tools and... start making money. It's easy.

1 Personal Details	2 Account & Address	3 Payment Details
Payment Method	Payment Method	Liberty Reserve
REQUEST A CALL for more information		CONTINUE to create your account

- Within 24 hours a confirmation E-mail will be sent to the E-mail you provided.
- Follow the activation instructions in the E-mail.
- Your account has been activated.



Step 5

4XP will send you a contract to be signed and sent back.

- Send back a signed contract.
- Send Compliance documents as requested.
- The Partner's Request has been approved.

Welcome to 4XP Partner Program!

Being a Partner:

Step 1

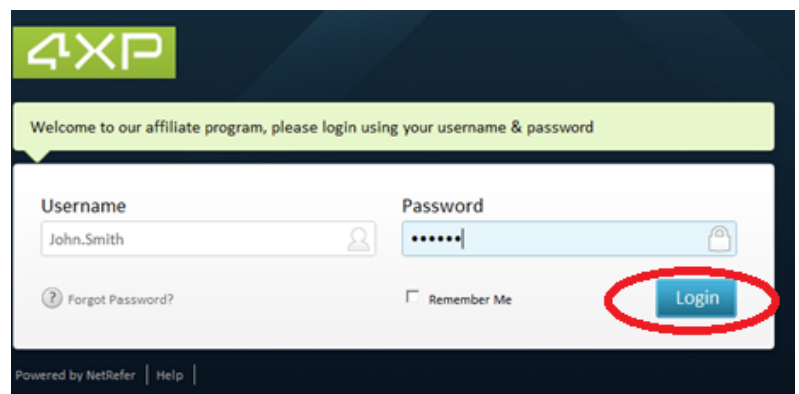
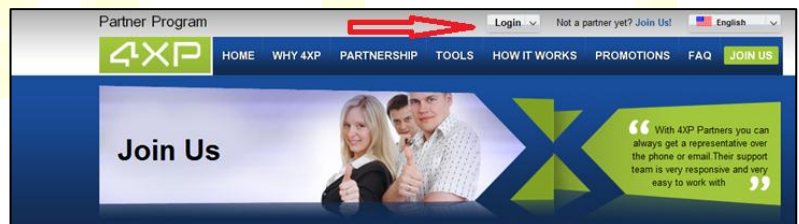
4XP Partners Team provides all the tools needed to succeed:

- Meta Trader account – Trading account.
- Full Access to 4XP Partners Lobby.
- Full Download Access to Media and Links.

Name of Partner	Desk	CRM		Netrefer		MT4		Password
		Lead Source	ID	Username	Commission Account	Trading Account		
IB - John Smith	English	1000	654000	John.Smith	3000001	3000000	John11	

Step 2

- Enter <http://www.4xp-partners.com>.
- Click on **Login**
- Log in with the User Name and Password that was created for you.

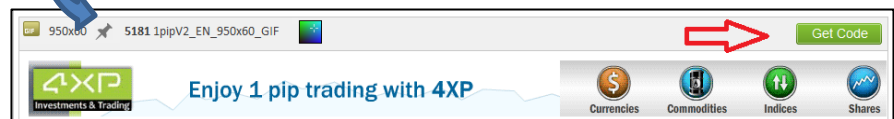
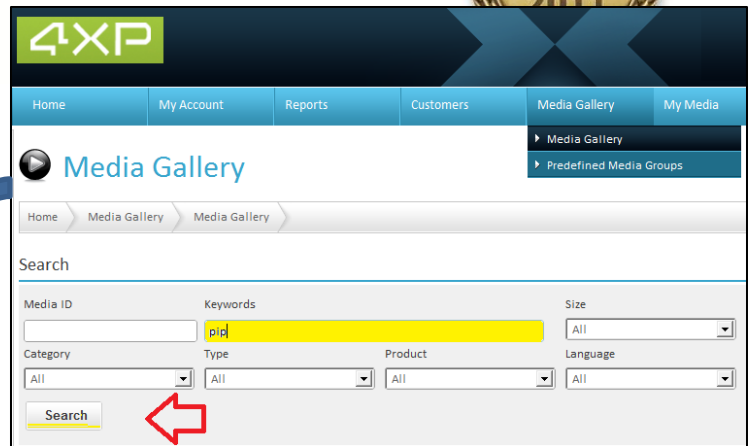


Download Media

- Enter the **Media Gallery** drop down list.
- Choose **Media Gallery**.
- Fill in a keyword for a campaign.
- Click **Search**.

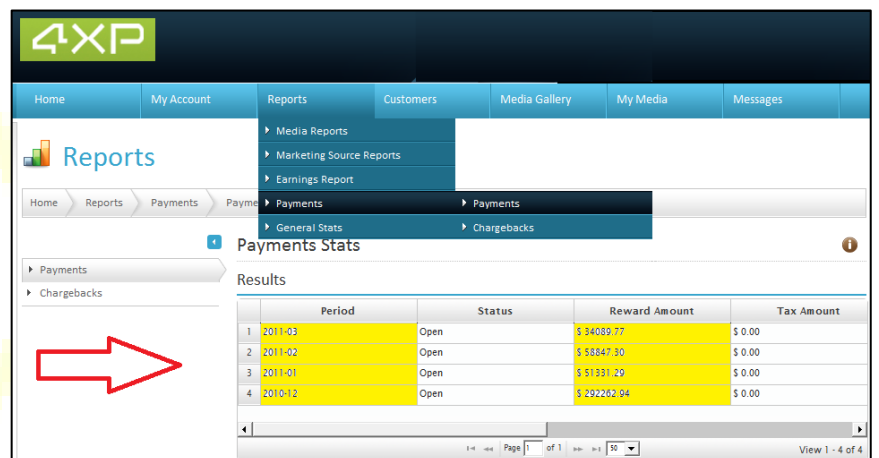
A list of Media materials opens up:

- Choose a Media.
- Click the **Get Code** button.
- Copy & Paste the link that is shown.



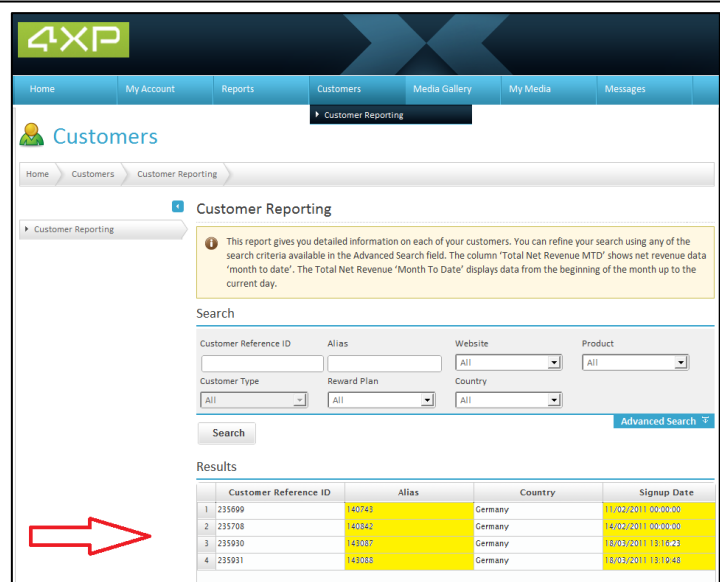
Commissions View

- Click on the **Reports** drop down list.
- Choose **Payments**.



Customers View

- Click on the **Customers** drop down list.
- Choose **Customer Reporting**
- Click **Search**.

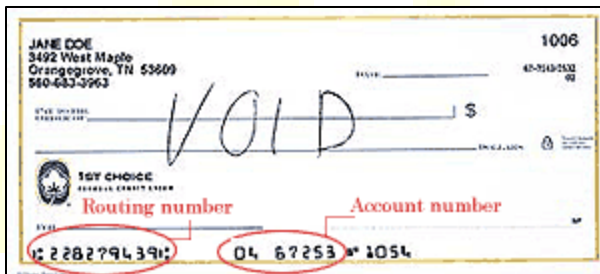


Getting Paid:

First, make sure the following documents have been provided to our Compliance department:

For Private Partners:

- A copy of your Governmental ID card **or** a copy of your passport
- A bank statement or a void check, in order to prove your ownership on the bank account to which you want to get paid (for Neteller, MB, LR, WM, a print screen from the account where we can see the name of the account owner and the account identifier: email, id number,...).



For Corporate Partners:

- A copy of the certificate of incorporation.
- A copy of the signatory rights.
- A copy of the Governmental ID card **or** a copy of the passport of the directors.
- A bank statement or a void check, in order to prove your company's ownership on the bank account to which you want to get paid (for Neteller, MB, LR, WM, a print screen from the account where we can see the name of the account owner and the account identifier: email, ID number,...).

In case of changing the payment method, the last document of the lists (the proof of ownership on the bank account) should be sent again for the new method of payment desired.



Date	Description	Ref.	Withdrawals	Deposits	Balance
2003-10-08	Previous balance				0.55
2003-10-14	Payroll Deposit - HOTEL			694.81	695.36
2003-10-14	Web Bill Payment - MASTERCARD	9685	200.00		495.36
2003-10-16	ATM Withdrawal - INTERAC	3990	21.25		474.11
2003-10-16	Fees - Interac		1.50		472.61
2003-10-20	Interac Purchase - ELECTRONICS	1975	2.99		469.62
2003-10-21	Web Bill Payment - AMEX	3314	300.00		169.62
2003-10-22	ATM Withdrawal - FIRST BANK	0064	100.00		69.62
2003-10-22	Interac Purchase - SUPERMARKET	1559	29.08		40.54
2003-10-24	Interac Refund - ELECTRONICS	1975		2.99	43.53
2003-10-27	Telephone Bill Payment - VISA	2475	6.77		36.76
2003-10-28	Payroll Deposit - HOTEL			694.81	731.57
2003-10-30	Web Funds Transfer - From SAVINGS	2620		50.00	781.57
2003-11-03	Pre-Auth. Payment - INSURANCE		33.55		748.02
2003-11-03	Cheque No. - 409		100.00		648.02
2003-11-06	Mortgage Payment		710.49		-62.47
2003-11-07	Fees - Overdraft		5.00		-67.47
2003-11-08	Fees - Monthly		5.00		-72.47
*** Totals ***			1,515.63	1,442.61	





Placing a Withdrawal Request

- Enter http://www.4xp.com/en/files/WithdrawalRequest_en.pdf
- Fill in the amount to withdraw and currency.
- Fill in the desired payment method
- Fill in your personal details.
- Send the withdrawal request to partners@4xp.com.

4XP Partners team examines the request and transfers the money into the Partner's account.

WITHDRAWAL REQUEST FORM		
Please transfer the amount of	in the currency (USD/EUR)	
<input type="text"/>	<input type="text"/>	
From my Forex Place account	which is under the name of	
<input type="text"/>	<input type="text"/>	
To the account in my name at the following:		
Bank:	Branch:	Swift Code:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Account Number (IBAN)		
<input type="text"/>		
OR		
To refund my credit card whose number is:		
<input type="text"/>		
*Please attach a copy of your identification Card/Passport + a copy of a Bank Check or Credit Card in your name.		
Sincerely,		
Name:	ID/Passport Number:	Signature:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Street:	City:	Country:
<input type="text"/>	<input type="text"/>	<input type="text"/>

Payment Methods

- Bank Wire Transfer.
- Neteller.
- MoneyBookers.
- Liberty Reserve.
- WebMoney.
- Payoneer.



Applying for a Payoneer Card

Payoneer is the new **4XP** debit card which enables you to withdraw your commissions with no hassle.

Step 1

- Enter <http://www.4xp-partners.com>.
- Click on **Home**.
- Scroll down and go to: **Get Paid with Prepaid MasterCard**, right side of the screen.
- Click on **Learn more**.



Partner Program Login Not a partner yet? Join Us! English

4XP HOME WHY 4XP PARTNERSHIP TOOLS HOW IT WORKS PROMOTIONS FAQ JOIN US

Share 4XP Success
The most generous commissions on the market!
JOIN US!

Million \$ Club
Join our V.I.P. club with fabulous promotions, rewards and bonuses!

WHY 4XP

<p>You enjoy</p> <ul style="list-style-type: none"> Most generous commissions on the market, guaranteed! Fast approval – no start up fees or hidden commissions! Flexible commission configurations for serious traders Best trading software on the market – META TRADER 4! Multi-Account-Management tools: Best trading conditions, fixed spreads and guaranteed stop loss! 	<p>Your customers enjoy</p> <ul style="list-style-type: none"> Cutting edge trading software – META TRADER 4 Unbeatable trading conditions! Mobile trading solutions (including iPhone, iPad, Android, Blackberry) Over 50 currency pairs, indices, stocks, commodities, bonds and options! 24/7 access to information and reports. 24/6 access to trading rooms 	<p>The joy of Rewarded effort</p> <ul style="list-style-type: none"> Personal VIP Account Manager. Special trading conditions for personal account. Personal loan up to \$100,000 USD to expand your local business (local branch, Forex office, trading school) and continue your partnership with us (valid upon business plan approval). Many other gifts and privileges. 	<p>Get Paid with Prepaid MasterCard®</p> <p>4XP offers its members a new fast, secure and cost effective payment method: How you can get paid directly to a 4XP Prepaid MasterCard®, which can be used online or in stores, or to withdraw cash in your local currency at an ATM! No bank account or credit checks are required. Read More...</p>  <p>Learn more >></p>
---	--	---	--

Step 2

- Insert your Nettlefer ID.
- Click Sign up.

Step 3

- Read the introduction.
- Click on **Get your prepaid MasterCard card Now!**

Introduction


Welcome Payees,

Payoneer offers you a new way to get paid. It's fast, secure and offers you the most flexibility with your money. By receiving your payments via the 4XP Prepaid MasterCard®, there is no need to wait for checks to arrive in the mail, or to wait for funds to clear.

- ✓ Use your card anywhere Debit MasterCard is accepted worldwide or online.
- ✓ Get cash at ATM's worldwide.
- ✓ Online access to your card account allows you to easily check your balance and transaction history.

Already applied for a card?
If you already applied for a Payoneer card or already own one [Click Here!](#)

Get your prepaid MasterCard card Now!



- 1 Sign up for your prepaid MasterCard card. The card will be mailed to you.
- 2 When it's time to get paid, payments will be loaded onto your card.
- 3 Use your card anywhere MasterCard debit cards are accepted and at ATM's worldwide.

The simplest way to get paid! **Get your prepaid MasterCard card Now!**



Step 4

- Follow the instructions.
- Fill in the details.
- Choose a password.
- Select a government ID type.
- Mark the agreement squares.
- Click on **Finish**.
- Wait for confirmation.
- **Your personal Payoneer card will be delivered to your home.**

Order Card

Please fill in all required fields. Start with Start Here and follow the steps.

Items marked with * are mandatory.
All fields must be completed using only Latin characters.

Oops.. you forgot to fill some of the fields

[Start Here](#) **Cardholder Details**

First name:* John

Last name:* Smith

Please fill in your date of birth

Date of birth:* January 1 1970

We use your e-mail to provide you with confirmations. Please ensure the e-mail is accurate to communicate effectively with you. Payoneer will not share your e-mail address without your permission with anyone.

Email address:* John@hotmail.com

Retype Email address:* John@hotmail.com

Country:* United States of America


Address:* xxxxx

City:* New York

State:* New York

Zip/Postal:* xxxxx

Phone:* xxxxxx



Step II Card Account Information

Choose your User Name and Password.
When you log into your account, you will need to use the User Name and Password that you select below.

Your User Name is: John@hotmail.com

Choose Your Password: *****

Confirm Password: *****

Security Question
Please use your password we will ask you the security question in order to confirm your identity.

Security Question:* What city were you born in?

Your Answer:* Miami

Step III Registration Verification


Please select a government photo ID type*

Open Social Security

Name imprinted on card:* John Smith

Provide the Social Security Number:
Applicant's SSN:* 123456789

Why do we need this information?



I agree to the [Electronic Disclosures](#)

I agree to the [Card Usage Fees](#)

I agree to the [Terms and Conditions](#)

Once you have provided the information requested above, click on Finish and wait for confirmation that we have received your order. This could take up to 30 seconds.

Finish

The Payoneer Prepaid MasterCard is issued by Choice Bank Limited pursuant to license by MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated.
© 2005-2011 Payoneer. All Rights Reserved | Privacy



Partner Application Form

Please complete each section. The completed and signed form should be returned to the Compliance Department at Forex Place LTD.

Section One: Applicant Details

Surname:	_____	Street:	_____
Forenames:	_____	City/Town:	_____
Date of Birth:	_____	Post Code:	_____
Place of Birth:	_____	Country:	_____
Nationality:	_____	Telephone:	_____
Email:	_____	Website:	_____

Section Two: Company Details

Name of Company:	_____	If you have a parent company, please give details:
Registered Address:	_____	
City/Town:	_____	_____
Country:	_____	_____
Post Code:	_____	_____
Telephone:	_____	Name of ALL Directors:
Fax:	_____	
Email:	_____	_____
Website:	_____	_____





Company Registration Number: _____

Section Three: Payment Details

Please provide details of your payment method that you will use to make and receive payments in connection with the trading activities on your account. Please note that we intend to use these details for all future payments that you may request. Your nominated Bank Account must be in the same name as your account with Forex Place Ltd.

Payment Method:

- Liberty Reserve
- Moneybookers _____
- Netteleer _____
- Web Money _____
- Bank: _____
 - Bank Name: _____
 - Branch Name or Number: _____
 - Branch Address (Street): _____
 - Postal/Zip Code: _____ Country: _____
 - Currency of Account: _____
 - IBAN/Account Number: _____
 - Sort Code/BIC/ABA/Swift: _____

Declaration and Signature of Applicant

I understand the nature and risks of forex trading. I declare that the information in this application form submitted by me is true to the best of my belief.

I have understood and agree to be bound by the terms and conditions. I accept that you may in your absolute discretion decline this application without reason being given.

Signature: _____

Affiliate Program – Contract

Terms and Conditions

Detailed below are the Terms and Conditions for participating as an Affiliate in Forex Place Ltd ("Forex Place") affiliate program.

By checking the "I Agree" checkbox on the Company's Website, as defined below, you explicitly agree to all the Terms and Conditions and their application upon you.

1. The Parties

1.1. The Company - Forex Place, a company associated at the Territory of the British Virgin Islands, that is operating a foreign exchange (known as "Forex" or "FX") trading platform, including internet and offline trading room (all shall be referred to as the "Company's Services"). The Company's website – www.4xp.com shall be referred to as the "Website".

1.2 The Affiliate – The Entity that applied for participating in the Company's affiliate program, agreed to all these Terms and Condition and has been approved by the Company as a participant in the Program.

2. Responsibilities of the Affiliate

2.1 The Affiliate will use its best efforts and shall devote reasonable amounts of its time, personnel and resources to promote and market the Website and the Company's Services, for the purpose of referring potential Clients to the Website.

2.2 It is hereby clarified that the Company will have full and absolute discretion with respect to the acceptance of any client of the Company and/or its contractual arrangements with the Company. The Company shall have the right to refuse to accept any client and/or deny service to any client and/or change or terminate its relations etc., with any client, at the Company's sole discretion

2.3 The Affiliate undertakes to provide accurate and timely information as required by Company to enter into these Terms and Conditions and/or provide the Services;

2.4 The Affiliate shall inform the Company immediately of any claim or complaint that may reasonably lead to a claim, demand or liability against the company, its officers or any of the Company related entities known to the Affiliate.

2.5 The Affiliate shall not give any presentation, obligation or warranty in the name of the Company, without the prior approval of the Company.

2.6 Advice

The Company does not advise its clients about any trading action or non-action, and any tax consequences. The Company may provide or publish general market information, advice or recommendations. By doing so, the Company gives no representation, warranty or guarantee as to their accuracy or completeness or as to the trading and/or tax consequences of any trade.

In the event that the Affiliate provides such information to a Client, the Affiliate shall have full responsibility towards the Client and the Company shall not be responsible towards the Client in any way, including, without limiting, for the profitability of such information, losses, costs, expenses or damages suffered by the Client.

Signatures: _____



2.7 Legal

The Affiliate hereby represents that the execution and delivery of this Agreement and the fulfillment of the terms hereof will not constitute any default or breach any agreement and/or undertaking and/or other instrument to which the Affiliate is a party to or by which Affiliate is bounded with, including without limitation, any confidentiality or non-competition agreement, and do not require the consent of any person or entity, which is not been obtained prior to the date hereof.

The Affiliate hereby represents that prior to signing this Agreement, the Affiliate has reviewed and examined the legal suitability of this Agreement to the applicable law at any jurisdictions the Affiliate operates in, and have come to the conclusion that they are suitable with the applicable law and satisfactory and compatible to the Affiliate needs.

The Affiliate shall act in loyal and faithful manner toward the Company and avoid any conflict of interest towards the Company.

2.8 Company's logo and Creative

The Affiliate may display the Company logo, trademarks and any other creative provided by the Company (all shall be referred to as the "Creative"), on the Affiliate websites, solely for the purpose of marketing and promoting the Company and the Company services during the term of these Terms and Conditions, or until such otherwise instructed by the Company. It is clarified that the Affiliate shall have no right in any of the Creative provided by the Company, and all rights shall remain vested in the Company.

All Creative and/or marketing and/or promotional materials used by the Affiliate with respect to the Company, that was not created by the Company, must be approved by the Company in advance.

E-mail marketing or promotion with respect to the Company, shall be executed by the Affiliate with accordance to the applicable law and the commercial customary way, including any restriction regarding the use of "spamming", and the use of "unsubscribe" options.

The Affiliate shall not engage in any fax, broadcast or telemarketing and any other offline marketing methods with respect to The company; shall not use Malware and/or Spyware techniques or use any other aggressive advertising or marketing methods in any of its dealings relating to The company; shall not make any false, misleading or disparaging representations or statements with respect to The company; shall not Engage in any other practices which may affect adversely the credibility or reputation of the Company, including the use of any content that promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities, or violates any intellectual property or other proprietary rights of any third party.

3. Consideration

3.1 The Affiliate shall be entitled to receive Consideration as set forth in Schedule 1 attached hereto.

4. Termination

4.1. Term - These Terms and Conditions shall be to in effect from the Date the Company has approved the Affiliate by a written notice to the Affiliate.

Signatures: _____



4.2 Termination - The Company may terminate these Terms and Conditions at any time, with or without cause, effective immediately upon written notice to Affiliate with an immediate effect. The Affiliate may terminate these Terms and Conditions at any time, with or without cause, with a 30 days prior written notice to the Company.

4.3. Consequences of Termination. Upon expiration or termination of these Terms and Conditions:

4.3.1. The Affiliate shall immediately cease displaying any creative materials with respect to the Company, and shall immediately return to the Company all property of Company in its possession or control (including all Creative and all Confidential Information)

4.3.2 All rights granted to the Affiliate hereunder will immediately cease, except the right for compensation on a "Revenue-Sharing" basis (as described in Schedule 1), during the three (3) months period immediately following the termination date. Despite the aforementioned, in the event that these Terms and Conditions were terminated due to breach of contract by the Affiliate, or due to failure of the Affiliate to perform according to the Company's commercially reasonable instructions, then the right for any consideration shall expire on the date of termination.

5. Proprietary Rights

5.1 All software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, Creative, websites, and any additional intellectual or other property used by or on behalf of the Company or otherwise related to the Company, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, "Company Property") shall be and remain the sole and exclusive property of the Company. Parties explicitly agree that clients and potential clients contact details and any other information shall consist as the Company's Property.

6. Confidential Information.

6.1 Confidential Information shall include, but shall not be limited to, any and all information associated with the other Party's business and not publicly known, including, the contents of these Terms and Conditions and any other agreement, specific trading information, technical processes and formulas, source codes, product designs, sales, costs, and other unpublished financial information, business plans and marketing data, whether or not marked as confidential or proprietary. Parties agree that no other entity other than the Parties shall receive or be entitled to use the database of Clients details for purposes not related to these Terms and Conditions.

6.2 Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations hereunder. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than by or to its employees, agents and subcontractors on a need to know; as required by any law, regulation, or order of any court of proper jurisdiction over the Parties.

6.3 Confidential Information shall not include any information which is: (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information; (ii) is independently developed by the non-disclosing Party without breaching any provisions of these Terms and Conditions; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of these Terms and Conditions.

Signatures: _____



6.4 The Affiliate shall keep secret, at all times, all customer lists, Leads, potential and/or prospective customer lists, names, addresses and other information regarding customers, leads and prospective customers of the Company.

7. Disclaimer of warranty

7.1 The Company makes no warranties hereunder, and the company expressly disclaims all warranties, expressed or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose of any of the companies services or the trading platform without limiting the foregoing. The company further disclaims all representations and warranties, expressed or implied, that the company's trading platform(s) do not infringe or otherwise violate any intellectual property or other proprietary right of any third party in any jurisdiction. The affiliate understands and agrees that the trading platform(s) may not satisfy all of the leads' requirements and may not be uninterrupted or error-free. Furthermore, the affiliate understands and agrees that the company's services are based on internet and other communication networks and relies partly on third parties services, which are not under the control of the company, therefore the company's services may not be free of malfunctions and the company shall not be liable in any way in such events.

8. Limitation of liability.

8.1 The Company shall have no liability with respect to the services provided by the company and the trading platforms or its obligations under these Terms and Conditions or otherwise for any indirect, consequential, exemplary, special, incidental or punitive damages even if the company has been advised of the possibility of such damages. In any event, the company liability to the affiliate under for any reason will be limited to the amounts paid to affiliate by the company during the three (3) months period immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts.

9. Indemnification

9.1 The Affiliate agrees to indemnify, defend and hold harmless the Company, its directors, officers, employees, subcontractors and agents thereof (collectively, the "Indemnified Party"), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon or arises out of Affiliate's breach of any representation, warranty, obligation or covenant under these terms and conditions; or Affiliate 's negligence or willful misconduct; or any warranty, condition, representation, indemnity or guarantee relating to the Company granted by the Affiliate to any third party.

10. General.

10.1. Force Majeure - If the performance of any part of these Terms and Conditions by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated hereunder and/or the failure or refusal of a government agency to issue a license required for any performance pursuant to these Terms and Conditions), labor disputes, act of God or any cause beyond the reasonable control of that Party, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.

Signatures: _____



10.2. Independent Contractors - The Parties to these Terms and Conditions are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. These Terms and Conditions shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

10.3. Notice - Any notice, approval, request, authorization, direction or other communication under these Terms and Conditions shall be given in writing and shall be deemed to have been delivered and given for all purposes on the delivery date if delivered personally or by e-mail to the Party to which the same is directed; after two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or after five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the respective addresses of the Parties as set forth on the Registration Page.

10.4. No Waiver - The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of these Terms and Conditions or to exercise any right under these Terms and Conditions shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.

10.5. Entire Agreement - These Terms and Conditions, including all Exhibits hereto, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein.

10.6. No amendment or modification of any provision of these Terms and Conditions shall be valid unless set forth in a written instrument signed by both Parties.

10.7. Assignment - The Affiliate shall have no right to assign or otherwise transfer these Terms and Conditions, or any of its rights or obligations hereunder, to any third party without The Company's prior written consent, to be given or withheld in the Company's sole discretion.

10.8. Applicable Laws and Jurisdictions - These Terms and Conditions shall be governed, construed and enforced in accordance with the laws of the British Virgin Islands. Each Party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to these Terms and Conditions may be brought and prosecuted only in a court of law in the territory of the British Virgin Islands, and by execution of these Terms and Conditions each Party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum. Despite the aforementioned, The Company shall hold the ability to bring legal proceedings against the Affiliate in the Affiliate's place of residence, immediately and without prior arbitration, in relation to any funds owed by the Affiliate to the Company or any other breach of these Terms and Conditions. In such case, the governing law can be, according to the company's decision, the applicable law at the Affiliate's place of residence.

10.9. Survival - Sections 5 through 9 shall survive the termination or expiration of these Terms and Conditions.

11. Second Tier – Master IB

Master IB will get 20% from the monthly commissions paid to his referrals' IB's. His referrals' IB's will get the commissions refer to their contracts minus the transferred commission paid to the Master IB. (see appendix B)

Signatures: _____



12. Compensation plan:

Choose the partnership program that best suits your business needs.

Please Read the detailed compensation plan and choose one of the following:
please fill and mark the chosen structure.

Chosen structure: CPA _____ Rebates _____ Hybrid _____ EA's Accounts _____
Binary option accounts _____

Partner Printed Name

Date

Appendix A

1. CPA – Structure

Total Net deposit of referrals' trading accounts - Up to 30K:

You earn 50% of the first deposit from your referral accounts but not more than \$250 for any 'New Active Trader' (Internal transfer between accounts will not be considered as a first deposit)

Total Net deposit of referrals' trading accounts - Up to 100K

You earn 50% of the first deposit from your referral accounts but not more than \$500 for any 'New Active Trader' (Internal transfer between accounts will not be considered as a first deposit).

Signatures: _____



Total Net deposit of referrals' trading accounts – more than 100K:

You earn 50% of the first deposit from your referral accounts but not more than \$1000 for any 'New Active Trader' (Internal transfer between accounts will not be considered as a first deposit)

2. Rebates Structure

Total Net deposit of referrals' trading accounts - Up to 30K:

- 1) **Classic Accounts: you earn 20% of the spread from your referrals' trades**
- 2) **ECN Accounts: you earn 20% of our commission for ECN account**
- 3) **Automatic Trading & Funds Account: you earn 10% of the spread from your referrals' trades**

Total Net deposit of referrals' trading accounts - Up to 100K:

- 1) **Classic Accounts: you earn 30% of the spread from your referrals' trades**
- 2) **ECN Accounts: you earn 30% of the commission for ECN account**
- 3) **Automatic Trading & Funds Account: you earn 10% of the spread from your referrals' trades**

Total Net deposit of referrals' trading accounts – more than 100K:

- 1) **Regular/Classic Accounts: you earn 40% of the spread from your referrals' trades**
- 2) **ECN Accounts: you earn 40% of the commission**
- 3) **Automatic Trading & Funds Account: you earn 10% of the spread from your referrals' trades**

3. Hybrid Structure

Total Net deposit of referrals' trading accounts - Up to 30K

CPA: 50% of the first deposit but not more than \$100 for any 'New Active Trader' (Internal transfer between accounts will not be considered as a first deposit).

And

Rebates as the following:

- 1) **Classic Accounts: you earn 10% of the spread from your referrals' trades**
- 2) **ECN Accounts: you earn 10% of the commission for ECN account**
- 3) **Automatic Trading & Funds Account: you earn 10% of the spread from your referrals' trades**

Signatures: _____



Total Net deposit of referrals' trading accounts - Up to 100K:

CPA: 50% of the first deposit but not more than \$200 for any 'New Active Trader' (Internal transfer between accounts will not be considered as a first deposit).

And

Rebates as the following:

- 1) Regular/Classic Accounts: you earn 20% of the spread from your referrals' trades**
- 2) ECN Accounts: you earn 20% of the commission for ECN account**
- 3) Automatic Trading & Funds Account: you earn 10% of the spread from your referrals' trades**

Total Net deposit of referrals' trading accounts – more than 100K:

CPA: 50% of the first deposit but not more than \$300 for any 'New Active Trader' (Internal transfer between accounts will not be considered as a first deposit).

And

Rebates as the following:

- 1) Regular/Classic Accounts: you earn 30% of the spread from your referrals' trades**
- 2) ECN Accounts: you earn 30% of the commission for ECN account**
- 3) Automatic Trading & Funds Account: you earn 10% of the spread from your referrals' trades**

Special structure for Binary options account: you earn 2% from the volume traded.

Special structure for trading accounts using EA

at list 10% of referrals' trading accounts are using EA's – the commission structure will be changed to one of the following:

Total Net deposit of referrals' trading accounts - Up to 50K:

0.5 PIP of the clients round trip trade(s)

Total Net deposit of referrals' trading accounts – 100K and more:

1 PIP of the clients round trip trade(s)

Signatures: _____



Comments:

1. On **Protected/Safe Accounts** the CPA and Rebates will start to be calculated only after the end of the Protected Period and the customer start to trade on one of the above account types.

The partner shall be entitled to the above compensation plan, as agreed by the parties, minus Fraud Costs which shall not be taken into account when calculating Volume.

2. The Company is entitled to change the commission structure to the special structure offered for referrals' trading accounts using EA's if at least 10% of referrals' trading accounts are using EA's.

Definitions:

- 1. "**Net deposit**": Total deposits less total withdrawals. The net deposits will be calculated and updated each month
- 2. "**New Active Trader**" shall mean a new client which has made a deposit and completed first 10 Round Turn trading Lots.
- 3. "**Protected Period**" – 30 days from the first trade the customer made.
- 4. "**Fraud Costs**" means all costs incurred to company due to fraud attempts made by the partner's clients.
- 5. "**Client**" - A client of the company who was introduced to the company by the partner and was not previously listed with the Company in any way, as a client, lead, etc.
- 6. "**Round Turn**" – opening and closing of a trade.
- 7. "**Lot**" = 100,000 base currency, Round Turn.

The Fees shall be due on the twentieth day of each month for the previous calendar month. All payments are subject to risk analysis considerations and Anti-Money Laundering procedures. The Company reserves the right to demand and receive information about any Lead and to assess the competency of such Lead for payments. The Company reserves the right to modify the Fee structure and/or the payment terms at any time upon reasonable advance notice to Affiliate.

Partner Printed Name

Date

***This contract cancels out any previous contracts and or agreements and will be deemed to be true and relevant**

Signatures: _____



Appendix B

Compensation plan – Master IB

Master IB will get 20% from the monthly commissions paid to his referrals' IB's. His referrals' IB's will get the commissions refer to their contracts minus the transferred commission paid to the Master IB.

Definitions

" **referrals' IB's** " - A partner of the company who was introduced to the Company by an existing partner ("**the Master IB**") and was not previously listed with the Company in any way, as a client, lead, partner etc.

The Fees shall be due on the twentieth day of each month for the previous calendar month. All payments are subject to risk analysis considerations and Anti-Money Laundering procedures. The Company reserves the right to demand and receive information about any Lead and to assess the competency of such Lead for payments. The Company reserves the right to modify the Fee structure and/or the payment terms at any time upon reasonable advance notice to the partner.

Signatures:

Parent IB _____ Date _____

Referral IB _____ Date _____

***This contract cancels out any previous contracts /agreements and will be deemed to be true relevant**

Signatures: _____

Portfolio Management Agreement

This Agreement (the “**Agreement**”) is entered into as of the ___ day of _____, 2011, by and between:

Forex Place Ltd., a company incorporated under the laws of the British Virgin Islands, having its principal office at InterShore Chambers, P.O. Box 4342, Road Town, Tortola, British Virgin Islands (the “**Company**”);

And:

 Address: _____
 (the “**Portfolio manager**”, or the “**Manager**”)

WHEREAS, The Company operates a foreign exchange (Forex) trading platform;

WHEREAS, The Portfolio manager represents it is an expert and has the required skill and experience needed for Forex trading and portfolio management;

WHEREAS, the portfolio manager wishes to act as an agent and manage the portfolio on behalf of each of the entities signed the “portfolio Manager – client agreement”

(the: “**Authorization note**”)

A copy of an approved **Authorization note** is attached to this Agreement as **Appendix A** (each such entity will be referred to as “**client**”);

NOW, THEREFORE, in consideration of the mutual covenants and premises hereinabove and hereinafter set forth, the parties hereby agree as follows:

1. Portfolio Management

1.1. The manager will receive access to the client's account and will trade in the account according to the “**Authorization note**”.

1.2. It is to be clarified, that a "Client" will be considered as such only after the company has received all documents approved by compliance department, the “**Authorization note**” authorizing the manager to act in the traders account and any other form or document required by the Company , all properly signed by the client and

1.3. The Manager may manage portfolio accounts through a master account opened for the manager at the Company. The managed accounts may be sub-account(s) of the Master account. The Manager shall sign all the necessary documentation and shall provide all information required by the company in order to open the Master account(s).

1.4. The company, at its sole discretion, holds the right to deny service to any client.

2. **Warranties of the Portfolio manager** - The Portfolio manager hereby warrants the company that:

- 2 -

2.1 S/he has read and completely understood the Company's Trader Agreement (the "**Trader Agreement**"), and s/he will act with accordance to the terms and provisions of the trader Agreement when acting in behalf and/or as an agent to the client.

2.2 S/he has read and completely understood the "**Authorization note**". and s/he will act with accordance to the "**Authorization note**" terms.

2.3 S/he shall utilize the highest professional skill, diligence, caution, ethics and care while performing his portfolio management Services for and behalf of the client, and shall provide the expertise required in connection with such services.

2.4 S/he does not hold a portfolio manager license in the manager's country of regency, and s/he may legally operate as a portfolio manager without such license, and s/he has informed that to the client.

2.5 S/he will act according to the laws and the rules of the relevant regulatory body and the applicable law, with regards to portfolio management and any other matter, Including, without limiting, to any Anti Money-Laundering and/or marketing ("spam") applicable law.

3. **Term; Termination.**

3.1. This Agreement shall commence on the date hereof (the "**Effective Date**") and shall continue until terminated by either party by 30 prior written notice or otherwise set in this agreement (the "**Service Term**").

3.2. This Agreement may be terminated forthwith by the company upon the occurrence of any of the following events:

3.2.1. A material breach by the manager of any of the terms of this Agreement which breach is not remedied by the manager within three (3) business days of the managers' receipt of notice of such breach, And if the breach is not repairable – immediately.

3.2.2. If any proceeding of bankruptcy or in reorganization or for the appointment of a receiver or trustee or any other proceedings under any law for the relief of debtors shall be instituted by the manager, or if such a proceeding is brought against the manager;

3.2.3. An improper use or disclosure by the Manager of any Proprietary Information (as such term is defined in the attached Non-Disclosure Agreement) of the Company;

3.2.4. The Manager's failure, or willful refusal without proper cause, to perform the Services under this Agreement or the reasonable and proper instructions of the Chief Executive Officer of the Company;

3.2.5. The manger is engaging directly or indirectly in any attempt to defraud the company;

3.2.6. If the Company cease to provide it's services to its clients;

- 3 -

3.3. In the event of termination of this agreement, the Manager's access to the account(s) will be denied and the Manager will provide the Company any and all information relating to the Services or actions taken thereby, whether or not such shall be required in connection with disputes, including legal or quasi-legal proceedings. If the Company requires the Manager's assistance after the termination of this Agreement, it shall reimburse the Manager for its reasonable expenses in connection thereof.

4. **Confidentiality; Inventions** - The Manager undertakes upon itself the terms and conditions of the Company's Non-Disclosure Agreement in the form attached hereto as **Appendix B**.

5. **Independency of Manager**

5.1. The parties hereby acknowledge and agree that in providing the Services to the Company and/or the clients, the Manager (and its employees/officers etc.) shall be considered an independent entity and not an employee of the Company, partner, in joint-venture etc. As such, the Manager is not entitled to receive from the Company any social benefits (including without limitation, paid vacation days, paid sick leave, severance payments, pension funds, etc.). The Manager undertakes that neither it nor anyone on its behalf shall bring claims against the Company with any cause of action based on employee-employer relations between the Manager and the Company. If, despite the parties' express representations and agreements hereunder, it shall, at any time, be determined by a court of competent jurisdiction or by any other governmental authority, that employer-employee relations exist between the Company and the Manager, and as a result of such decision the Manager shall become entitled to any rights and/or payments resulting from the existence of such relations, or the Company shall be required to bear any additional expenses or costs (including any taxes or obligatory payments to the tax authorities, the National Insurance authorities, etc.), the Manager undertakes to indemnify Company for any such loss, cost, payment, expense or damage caused to the Company as a result of such decision.

5.2. The Manger shall not represent itself as a business partner/affiliate/agent of the Company in any way, including, without limiting to, as if it has the power to obligate or bind the Company in any way.

6. **Representations by the Parties**

6.1. Each Party to this Agreement represents and warrants to the other that it is entitled to enter into this Agreement and to assume all the obligations pursuant hereto, and that the execution and delivery of this Agreement and the fulfillment of the terms hereof (i) will not constitute a default under or conflict with any agreement or other instrument to which it is a party or by which it is bound; (ii) will not result in a breach of any confidentiality undertaking to any third party (and in performing the Services hereunder, it shall not use any proprietary information of any third party); (iii) do not require the consent of any person or entity; and (iv) there are no contracts, impediments, hindrances or restrictive covenants preventing the full performance of its duties and obligations hereunder, and nothing contained in this Agreement shall require or permit the Manager or the Company to do any act inconsistent with the requirements of any statute, regulation or rule under any applicable law that maybe in effect from time to time.

- 4 -

6.2. The manager understands and agrees that the Trading System services are provided by third party, "as is", "as available", without warranty of any kind by the system provider, express, implied or statutory (including, without limitation, timeliness, sequence, completeness, accuracy, or freedom from interruption), any implied warranties arising from trade usage, course of dealing or course of performance, or the implied warranties of merchantability, fitness, for a particular purpose, title and non-infringement. The entire risk as to the quality and performance of the services offered through the Trading System is with the manager. Nor is there any representation by the Company that such services, or any information provided in connection therewith, will meet manager's requirements, be error free, or operate without interruption. The Company rely upon sophisticated computer software and hardware to execute transactions, which are subject to failure due to a variety of factors. The manager understands that among other events, the manager may experience losses due to system crashes during both peak and low volume periods, the loss of orders, and delayed, conflicting and inaccurate confirmations on orders or cancellations that initiated by manager.

6.3. **Limitation of Liability** - It is hereby clarified that the Company, its managers, employees, shareholders and any entity on its behalf, do not claim to advise any person with regards to whether or not the purchase, sale, hold or investment in any security(s) worthwhile. Therefore, the information appearing in any notices, data or other materials appearing therein shall not be viewed as a recommendation or opinion on the subject, and any person making a decision based on the information is doing so at his own risk. The manager proclaims that he is aware that nothing in the information can replace advice which takes into account his person information and needs and/or any other person's, and that investment in securities can lead to losses. The Company, its managers, employees, and anyone acting on its behalf, may have personal interest in any subject contained on the website and it is possible that they own securities and/or options with respect to securities.

The manager is solely responsible for all transactions performed by him and/or using his access to the trading platform and is responsible for the safekeeping of the account(s) username and password. The manager shall be solely responsible for any harm caused as a result of an action or non-action by the manager which will lead to inappropriate or unwanted behavior in his account access.

The Company reserves the exclusive right to immediately stop the manager's access to the trading account and/or close any trade and/or terminate this agreement without prior notice to the manager, if at any time, if, according to the company's opinion, the manager has performed any inappropriate and/or unreasonable use/or act in his relations with the company and/or his access to the trading platform and/or is in breach of this agreement, all without harming any other right reserved to the company.

The services provided by the company are designated to managers that possess financial knowledge and experience, and can evaluate the risks involve in speculative trading in general markets, including as a result of market conditions that does not allow execution of limit orders. The manager declares that he/she has former knowledge of trading, is in a reasonably strong financial condition in relations to the funds in his account and can consider his trading actions and the risks involved before executing any trade.

6.4. **Waiver of Responsibility** - The manager waves all claims against the Company and its delegates of any harm or loss, if suffered, regarding the use of any platform, trading and any other action or service provided by the company or third party, including agreements and

- 5 -

pay made by the company to an account manager in the managers account, and any physical or non-physical damage to the manager itself and/or the manager's property and/or equipment etc.

6.5. **Force Major** - The Company shall not bear responsibility to any harm or any form which shall be caused to the manager in the event that such harm is the result of a force major and any outside event which is not in the control of the Company. The Company shall not bear any responsibility for any delay in communications and/or failure in the internet, including, without limitation, Internet, communication and/or computer crashes and/or any other technical failure, whether caused by the telephone companies and various telecommunication lines, the Company's computers, third party or the manager's Computers.

7. Assignment.

7.1. The Services will be provided solely by the Manager. Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Manager, its beneficiaries or legal representatives, without the prior written consent of the Company.

7.2. The Company shall be entitled to transfer or assign its rights and/or obligations under this Agreement, in whole or in part, in its sole discretion. Without derogating from the generality of the aforesaid, the Manager shall provide the services under this Agreement to the Company, and/or to companies affiliated with the Company in accordance with the Company's instructions.

8. Indemnification.

8.1. The Manager shall indemnify, defend and hold the Company and its respective officers, directors, and employees, harmless from and against any and all claims, demands, liabilities, loss, damages, expenses, proceedings, actions or causes of action or government inquiries, including attorneys' fees and expenses and costs, arising out of or connected with (i) The Manager's breach of contract, services or obligations under this Agreement; or (ii) A false warranty, representation or covenant made by the Manager under this Agreement; or (iii) the Manager's presenting itself or undertaking any rights and/or obligations or taking any other actions and/or omissions as the Company.

8.2. The obligations described in this Section 9 shall survive the termination of this Agreement.

9. Insurance

9.1. The manager shall obtain and maintain during the term hereof, at its own cost and expense general liability insurance policy, issued by a reputable third party insurer, *providing adequate insurance against all perils which can reasonably be foreseen from time to time in connection with its liabilities under this Agreement*, to cover the respective party's legal liability for employer liability and/or bodily injury and/or property damage caused in connection with the supply of the services to the company and/or the client(s) under this Agreement.

10. **Miscellaneous**

10.1. This Agreement constitutes the entire understanding between the parties with respect to the matters referred to herein. The Parties Agree that any dispute between them shall be conducted before a single on-line arbitrator. If the arbitration procedure has not begun within 45 days upon the request of either party to conduct arbitration, each party shall have the right to bring the dispute before the court of applicable jurisdiction. This Agreement may not be amended or modified, except by the written consent of both parties hereto. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No waiver of any right hereunder shall be effective for any purpose unless in writing and signed by the party hereto possessing said right. No such waiver shall be construed to be a waiver of any subsequent right, term or provision of this Agreement. Headings to Sections herein are for the convenience of the parties only, and are not intended to be or to affect the meaning or interpretation of this Agreement. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder thereof, and shall in no way affect, impair or invalidate any other covenant, condition or other provision therein contained. All notices required to be delivered under this Agreement shall be effective only if in writing and sent to the addresses first set forth above and shall be deemed received by fax, upon written confirmation of such receipt; by electronic communication, upon written confirmation of such receipt; by hand delivery upon receipt; or by registered mail, three (3) days after deposit in the mail with written confirmation of receipt. The preamble and the Appendixes to this Agreement constitute an integral part of the Agreement.

11. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

The Company:

The Manager:

Appendix A

Portfolio Manager – Client Agreement/“Authorization note”.

This Agreement is made by and between: _____, ID#/Company no. _____ (the "Manager"), _____ [address], and: _____, ID#/Company no. _____ (the "Client"), _____ [address]

Whereas, The Manager offers Forex trading services for its clients; And whereas, the Client wishes that the Manager shall trade in the Client's Forex trading account at FOREX PLACE LIMITED (BVI) (the "Account" and the "Company", respectively) subject to the terms and conditions set forth in this agreement; **Therefore** the Parties have agreed and instruct the Company as follows:

1. The Manager will receive from the Company the access details to the Account and will execute trades in the account according to the manger's discretion, subject to the terms of this Agreement.
2. The manager will be able to trade in the account, with respect to any Over-the-Counter ("OTC") traded instruments, such as Spot Forex, Contract for Differences (CFDs) on stocks, indices, precious metals or any other instruments or commodities available for trading at the Company from time to time, including "short" positions, and may use any margin, leverage, buying power credits, bonuses, etc.
3. The manager will act in the account according to the manager sole discretion, as in "blind trustee" manner, and the Client shall not give the company any orders regarding the Account.
4. The Client hereby declares that the funds in the account were deposited by him and their origin is legal. The Client further declares that the funds are not required for the Client's life expenditure, and are considered by the client as funds designated for investment, as part of the Clients' free money that he can afford to lose. The Manager makes no warranty of any kind, expressed or implied, regarding expected profitability or lack of the possibility of losing money. The client herby acknowledges that Forex trading is considered speculative and can result in high gains, as well as in the loss of all the deposited funds and even more
5. It is made clear that the Manager is a different and a separate entity from the Company, and does not serve as a representative and/or officer of the Company. . The Company shall not bear any responsibility regarding the manager's actions, omissions, negligence, failure to act, etc.
6. Clients' withdrawal requests, including payments to the Manager, shall be transferred to the Company by the Manager, and shall be made after the Manager's fees had been made or secured. Client declares that It will have no claim against the Company with regard to any fund transfer requested by the Manager.
7. In case that the Client has informed the Manager of the Client's wish to withdraw funds from the account, the Manager shall act, according to its sole discretion, to realize open trades in order to supply the required funds for withdrawal. The Client acknowledges that such realization may harm potential profits and/or cause losses in the account.
8. The Client shall receive a user-name and password that will enable the Client a view-only access to the Account, through which the Client shall be able to observe the activity in the account in real-time and print historical trading reports. Other than such reports, the Manager shall not be

obligated to supply the Client any other report.

9. Success fee: The manager shall be entitled to % of the monthly increase in Equity as a result of the trading in the account, with respect to the previous month, provided that the Equity has increased above the highest previous Equity that use used for calculating previous fees.
10. For calculating the success fee, The Equity in account shall be determined at the end of the last trading day of the month, including open and closed trades, not including withdrawals and deposits.
11. The Client hereby agrees that all that is mentioned above shall not be considered as conflict of interest by the Manager and or the Company towards the Client.
12. Each Party shall keep the other's Party personal and/or business information Confidential. The Client herby permits the Manager to disclose the Client's confidential information in the following cases: To the Manager's Associated Entities; To any regulator; to the Manager's or the Company's service providers who provide administrative, financial, legal, insurance or other services on the understanding that they will keep such confidential information secret; To comply with legal obligations; to protect the managers' legal rights, property, safety, customers or others;
13. Not the Manager not the Company no shall not be responsible in any event of damage, loss or expense caused to the Client, including, without limitation, any loss of profit and/or any other loss or damage, direct, indirect or circumstantial, in connection with the performance of trades.
14. The Client acknowledges that the trading platform used by the Company and the manager is based on computer, Internet and other communication networks (all shall be referred to as "Networks"), that are not 100% error free and are provided "as is" and thus not subject to the Managers' control. The Client shall have no claim against the Manager with respect to any damage or loss which may occur due to malfunction in such Networks.
15. The Client acknowledges and agrees that in case that any tax or other fee shall apply to the account, then payment of any such tax or fee shall be under the exclusive responsibility of the Client.
16. Joint account - If the account is a joint account (on the name of more than one partner), then each of the partners in the account shall be authorized to represent the other partners towards the Company, with no requirement of any prior notice or approval from the other partners. Each of the partners in the account agrees that any notice or instruction given by the Company to any of the partners shall be considered as given to all the partners. In case of contradiction between instructions given to the manager by different partners, then the last instruction received by the Manager will prevail.
17. Termination - Either party may terminate this Agreement at any time, without stating any cause, upon written notice to the other party. The manager shall be responsible to immediately close any open positions, unless otherwise instructed by Client, and immediately cease further trading in the account.
18. Force major - The Manager shall not bear responsibility to any harm or any form which shall be caused to the Client in the event that such harm is the result of a force major and any external event which is not in the control of the Manager.
19. The relationship between the Manager and The Client is a client-provider relationship. There will be no employer-employee and/or partnership relationship between the Manager and the Client.
20. The Client shall not have the right to transfer and/or assign, enslave etc, any of its rights and/or obligations according to this Agreement.



- 9 -

21. Any notice between the Parties shall be in writing, including Email and other methods of electronic messaging. The Managers' records of oral instructions shall be considered as evidence.

IN WITNESS WHEREOF the parties have signed this Agreement:

Manager: _____ Client: _____ Date: _____

Appendix B

To Forex Place, Ltd.

Non Disclosure Agreement

General

1. Capitalized terms herein shall have the meanings ascribed to them in the Agreement to which this Exhibit is attached (the “**Agreement**”). For purposes of any undertaking of the Manager toward the Company, the terms “Company” and “the Manager” shall include any employees, consultants, directors, officers, representatives, affiliates, and any entity controlling, controlled by or under common control with the respective party (the “**Related Parties**”).
2. The Manager shall be responsible for enforcing the provisions of this Exhibit as to its Related Parties who have been given access to, or shall receive disclosures of, Proprietary Information (as defined below), and to take all such reasonable actions to cause said Related Parties to comply herewith.

Confidentiality; Proprietary Information

3. “**Proprietary Information**” means confidential and proprietary information concerning the business and financial activities of the Company, including, if applicable, patents, patent applications, trademarks, copyrights and other intellectual property, and information relating to the same, technologies and products (actual or planned), know-how, inventions, research and development activities, inventions, trade secrets and industrial secrets, and also confidential commercial information such as investments, investors, consultants, customers, suppliers, marketing plans, etc., all the above - whether documentary, written, oral or computer generated. Proprietary Information shall also include information of the same nature which the Company may obtain or receive from third parties.
4. Proprietary Information shall be deemed to include any and all proprietary information disclosed by or on behalf of the Company and irrespective of form but excluding information that (i) was known to the Manager prior to its engagement with the Company, as evidenced by written records; (ii) is or shall become part of the public knowledge except as a result of the breach of the Agreement or this Appendix by the Manager; (iii) reflects general skills and experience; (iv) reflects information and data generally known in the industries or trades in which the Company operates; (v) was obtained by the Manager from a third party who had a legal right to disclose such information and was not bound by provisions of confidentiality to the Company; or (vi) is required to be disclosed by law.
5. The Manager recognizes that the Company received and will receive confidential or proprietary information from third parties, subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. In connection with such duties, such information shall be deemed Proprietary Information hereunder, *mutatis mutandis*.

- 11 -

6. The Manager agrees that all Proprietary Information, and, if applicable, patents, trademarks, copyrights and other intellectual property and ownership rights in connection therewith shall be the sole property of the Company. At all times, both during the Manager's relationship with the Company and after the termination of the engagement between the parties, the Manager shall keep in confidence and trust all Proprietary Information, and will not use or disclose any Proprietary Information or anything relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing the Manager's duties under the Agreement.
7. Upon the Company's request and upon termination of the Manager's engagement with the Company, for any reason whatsoever, the Manager will promptly deliver to the Company all documents and materials of any nature pertaining to the Manager's engagement with the Company, and will not take with it any documents or materials or copies thereof containing any Proprietary Information.
8. The Manager's undertakings set forth in Section 3 through Section 7 shall remain in full force and effect after termination of the Agreement or any renewal thereof.

Disclosure and Assignment of Inventions; Work for Hire

9. "**Inventions**" means any and all inventions, improvements, designs, concepts, techniques, methods, systems, processes, know-how, computer software programs, databases, mask works and trade secrets, whether or not patentable, copyrightable or protectable as trade secrets; "**Company Inventions**" means any Inventions that are made or conceived or first reduced to practice or created by the Manager, whether alone or jointly with others, during the period of the Manager's engagement with the Company, and which are: (i) developed using equipment, supplies, facilities or Proprietary Information of the Company, (ii) result from work or services performed by the Manager for the Company, or (iii) related to the field of business of the Company, or to current or anticipated research and development.
10. The Manager undertakes and covenants that it will promptly disclose in confidence to the Company all Inventions deemed as Company Inventions. The Manager agrees and undertakes not to disclose to the Company any confidential information of any third party and, in the provision of the Services, not to make any use of any intellectual property rights of any third party, unless permitted by such third party to do so.
11. The Manager hereby irrevocably transfers and assigns to the Company all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Company Inventions, and any and all Moral Rights (as defined below) that it may have in or with respect to any Company Invention. The Manager also hereby forever waives and agrees never to assert any and all Moral Rights it may have in or with respect to any Company Invention, even after termination of its work on behalf of the Company. The term "**Moral Rights**" shall mean any rights of paternity or integrity, any right to claim authorship of an invention, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any invention, whether or not such would be prejudicial to his honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right".
12. The Manager agrees to reasonably assist the Company, at the Company's expense, in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, and

- 12 -

other legal protections for the Company Inventions in any and all countries. The Manager will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. Such obligation shall continue beyond the termination of the Manager's engagement with the Company. The Manager hereby irrevocably designates and appoints the Company and its authorized officers and agents as The Manager's agent and attorney in fact, coupled with an interest to act for and on the Manager's behalf and in the Manager's stead to execute and file any document needed to apply for or prosecute any patent, copyright, trademark, trade secret, any applications regarding same or any other right or protection relating to any Proprietary Information (including Company Inventions), and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks, trade secrets or any other right or protection relating to any Proprietary Information (including Company Inventions), with the same legal force and effect as if executed by the Manager itself.

Non-Competition

13. The Manager agrees and undertakes that during the term of this Agreement and for a period of six (6) months following its termination, it or any of its Related Parties will not, (i) directly or indirectly, including personally or in any business in which it is an officer, director or shareholder, for any purpose or in any place, employ any person employed by the Company or retained by the Company as a consultant; or (ii) solicit from the clients of the Company any business in competition with the Company that involves activities in which the Company was engaged or had already planned to be engaged during the term of the Manager's engagement with the Company.
14. The Manager shall inform the Company, as soon as practicable, on every matter, which might create a conflict of interests with its Services under this Agreement.

Reasonableness of Protective Covenants

15. Insofar as the protective covenants set forth in this Exhibit are concerned, The Manager specifically acknowledges, stipulates and agrees as follows: (i) the protective covenants are reasonable and necessary to protect the goodwill, property and Proprietary Information of the Company, and the operations and business of the Company; and (ii) the time duration of the protective covenants is reasonable and necessary to protect the goodwill and the operations and business of Company, and does not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Company.
16. If any of the restrictions set forth in this Appendix is found by a court having jurisdiction to be unreasonable or overly-broad as to scope or time or to be otherwise unenforceable, the parties hereto intend for the restrictions set forth in this Appendix to be reformed, modified and redefined by such court so as to be reasonable and enforceable and, as so modified by such court, to be fully enforced.



Remedies for Breach

17. The Manager acknowledges that the legal remedies for breach of the provisions of this Exhibit may be found inadequate and therefore agrees that, in addition to all of the remedies available to Company in the event of a breach or a threatened breach of any of such provisions, the Company may obtain temporary, preliminary and permanent injunctions against any and all such actions.

The Company:

The Manager:
