



ALPARI NZ LIMITED Introducing Broker Regulations

Version: April 2011

Terms and Interpretation	3
1. General Terms	3
2. Interaction of the Parties	4
3. Obligations of the Introducing Broker	4
4. Rights and Obligations of the Company.....	6
5. Limitation of the IB's Authority	6
6. Compensation of the IB	7
7. Guarantee Commitments.....	8
8. Contract Term	9
9. Force Majeure.....	9
10. Miscellaneous.....	9
11. Acceptance	10
Appendix #1 to the ALPARI NZ LIMITED Introducing Broker Regulations	11

Terms and Interpretation

“Introducing Broker” (hereinafter referred to as “IB”) shall mean the individual acquiring Clients for the Company and operating on the basis of these Regulations in the interest of the Company.

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

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

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

“Spam” shall mean the mass mailing of commercial, political, and other types of promotional materials, as well as messages sent to individuals without their prior consent.

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

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

1. General Terms

1.1. In accordance with the terms and conditions of these Regulations, a Client who is party to the Client Agreement with the Company and uses a trading account to trade on the FOREX market (within the bounds of these Regulations, hereinafter referred to as the “Introducing Broker” / “IB”), shall have the right to carry out the acquisition of new Clients (hereinafter referred to as “Clients”) to the Company on the basis of and under the conditions provided herein.

1.2. These Regulations, along with the Terms of Business, the Regulations on Non-Trading Operations, Phone Etiquette and Risk Disclosure, located in the “Regulatory Documents” section at the address: <http://www.alpari-forex.com/en/agreements/>, form an integral part of the Client Agreement.

1.3. The terms and conditions of these Regulations shall become binding for each Company Client from the moment the Client signs the Client Agreement and accepts the terms and conditions of these Regulations. These Regulations contain all the terms and conditions that shall regulate the relations between the Company and the IB.

1.4. To register as an IB, a Client must:

1.4.1. Fill out the online Client Registration Form.

1.4.2. Accept these Regulations in the partner’s myAlpari Workshop, located at the address <https://my.alpari-forex.com/en/>.

1.4.3. Receive an Introducing Broker login (ID).

1.5. After registration, the IB is required to save a scanned copy of the IB’s passport in myAlpari. The IB will have the opportunity to withdraw a credited bonus only after the company has received all of the above-mentioned documents and has confirmed the authenticity of the information provided by the IB during registration. A message will be sent to the IB’s e-mail address, provided during registration, confirming that the Company has received the documents and the data contained within.

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

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

1.6.2. Hold events directed towards the acquisition of new Clients to the Company, provided the events do not break the laws of the country in which they are held, or of the country of residence of the IB.

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

1.6.4. Communicate all necessary information about the Company to Clients, including the Company's address and contact information, and general and special conditions for the provision of services.

1.6.5. Help new Clients get acquainted with the Company's official website www.alpari-forex.com, refer and clarify documents and information posted on the website.

2. Interaction of the Parties

2.1. These Regulations shall not under any circumstances whatsoever constitute an agreement on the creation of a partnership, joint venture or an employer-employee relationship. The IB may only operate and act in relations with third parties as a Client of the Company, and not in any other capacity. The IB may not use the Company name, Company logo, etc. anywhere, including promotional materials, letterhead and business cards, advertisements and publications without the Company's consent, with the exception of the cases described in clause 2.2 of these Regulations.

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

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

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

2.3.2. For any actions carried out by the IB outside the authority granted by the Company.

2.3.3. For any damaged caused by the IB to any third party.

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

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

3. Obligations of the Introducing Broker

3.1. The IB is obligated to comply with the laws of his/her country of residence or of the country in which events for client acquisition are held.

3.2. The IB is obligated to immediately inform the Company of any lawful or unlawful interference in the IB's activity.

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

3.4. The IB shall be responsible for the accuracy of the Client Registration Form and the authenticity of the data provided by the Client. A Client shall be considered acquired by the IB under the condition that the Client has not previously registered as a Client of the Company and one of the following takes place:

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

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

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

3.6. The Company reserves the right to register a Client as having been acquired by the IB at its own discretion, under the conditions:

3.6.1. that the IB can prove the acquisition of the Client by the IB, and establish grounds that the Client's registration was not conducted in accordance with clause 3.4 of these Regulations.

3.7. If the use of advertising and (or) promotional materials becomes necessary in order to fulfill the obligations under these Regulations, the IB must have all such materials, including business cards, approved by the Company. The IB is liable to ensure that the advertisements and/or promotional materials conform to the legal requirements of the country in which client acquisition takes place.

3.8. The IB may not make use of any dishonest advertising methods in client acquisition. It is expressly forbidden to use:

3.8.1. SPS (Site Promotion System);

3.8.2. Advertisement on immoral (particularly, but not exclusively pornographic) websites;

3.8.3. Advertisement on websites that are in conflict with the laws of the country where the IB is located;

3.8.4. Spam;

3.8.5. Advertisement with the conscious distortion of the description of services, or the conscious nondisclosure of risks and service information;

3.8.6. Advertisement containing false information or in violation of the laws of the country where the IB is located;

3.8.7. Any other advertisement that could destroy the Company's positive image;

3.8.8. Any other dishonest advertising methods.

3.9. The IB is not entitled to:

3.9.1. Register and/or use trademarks, service marks or domain names containing a part of or the whole word Alpari or any other variation of this word in writing, for example: alpari, aplari, alapri, etc.

3.9.2. Register an organization and/or use in the name of an existing company a part of or the whole word alpari, or any other variation of this word in writing, for example: aplari, alapri, etc.

3.10. The IB is strictly forbidden from advertising in contextual advertising systems such as Google Adwords and any other systems using direct URLs to any of the Company websites (www.alpari.ru, www.alpari-forex.com, www.alpari.com.mx , etc.) with a partner link such as www.alpari.ru?partner_id=xxx. It is also expressly prohibited to use redirects and any other form of forced redirection of a user to the Company website.

3.11. The IB is prohibited from organizing monetary relations with Clients (including accepting money, payment or banking cards, etc.). The Company holds full responsibility for this part of work.

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

3.13. The IB is obligated to inform the Company of any facts or circumstances of which it has become aware that could lead to adverse consequences (risks) for the Company.

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

4. Rights and Obligations of the Company

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

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

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

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

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

5. Limitation of the IB's Authority

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

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

5.1.2. Publish any comments (essays, letters) or assist in the writing of comments (essays, letters) concerning the Company in any newspapers, magazines or other periodicals, blogs or internet forums. If one's own internet resource is used in client acquisition, the IB is obligated to have the material for such resources approved by the Company.

5.1.3. Give any guarantees and/or make any promises, make any claims in relation to any payments under any contracts and/or agreements concluded by the Company.

5.2. The IB entering into relations with the Company is obligated to inform interested parties and Clients of its IB status and authority. Since the IB is an intermediary, it is the Company that carries out all actions and measures necessary to conclude the Client Agreement with Clients, including interaction with them, preparing and signing all the required documents.

5.3. The IB is not entitled, in its own name and/or on behalf of an interested party, to register a new user in the Company system and/or accept the Client Agreement on behalf of Clients using personal logins, passwords and capabilities of Clients' myAlpari accounts. The IB is obligated to inform the Client of the need to protect the security and confidentiality of account and login information to the Company's site, www.alpari-forex.com (login and password), and of the necessity of not giving out such information to third parties. During the period of validity of the Client Agreement, all actions performed under the Client Agreement and/or the use of the Client's login and password shall be considered to be carried out personally by the Client. The Company shall not be held responsible for the unauthorized use of Clients' account information by third parties.

5.4. Under no circumstances does the IB have the right to act as an IB on behalf of any third parties.

5.5. The limitations set out in clauses 5.1. – 5.4. of these Regulations shall remain in force for the duration of the period of validity of these Regulations and for five years after their termination or cancellation.

5.6. In the event of a lawsuit filed against the Company due to the IB's breach of the terms and conditions of these Regulations (including unauthorized actions or statements made by the IB), the IB shall be held liable for all losses incurred by the company. Losses shall be understood as expenses the Company has incurred or will incur restoring its rights and interests (real losses), as well as the revenue the Company would have earned under normal business conditions (lost profit), damage of property interests or the Company's business reputation as a result of the IB's failure to fulfill its obligations. The IB has no right to dispute the amount the Company claims for damages.

5.7. Should the IB breach the terms and conditions of these Regulations, the Company reserves the right to block the IB's accounts and exclude Client logins from the IB's client list until the IB compensates the losses suffered from the breach of these Regulations. The Company is entitled to cover losses inflicted by the IB with money payable to the IB under these Regulations and also under the Client Agreement and its corresponding regulations.

5.8. The IB itself, its relatives or any other affiliated parties cannot act as the Client of an IB. Should any data of the IB coincide with data associated with any Client (such as passport data, address, telephone, email, IP-addresses, etc.), the Client's login shall be removed from the IB's client list and compensation based on this Client will not be paid. Accounts that are traded on from the same IP-address shall be considered as one active account. Should the IP-address of a Client be the same as that of the IB, they shall be considered affiliated and compensation on the account will not be paid.

6. Compensation of the IB

6.1. The Company shall calculate monthly Bonuses for each separate account of the Clients acquired by the IB in accordance with Appendix 1.

6.2. The method of bonus calculation remains at the Company's discretion.

6.3. The Settlement Period shall be understood as one calendar month. If in the Settlement Month the IB has three active Clients, the Company will credit a bonus sum on the IB's Transitory Account in myAlpari. This will occur starting on the first day of the month, following the Settlement Month. An Active Client is any client who has completed one or more trading operations during the month.

6.3.1. Should the bonus sum credited to the IB from the transactions of a single client exceed 70% of the total credited bonus sum for all Clients during the Settlement Month, the Company has the right to withhold the transfer of the bonus sum to the Transitory Account of the IB, until the percentage has sufficiently decreased.

6.3.2. Bonuses not payable on the basis of the above clause of the Regulations shall be added to bonuses accrued during the next period.

6.3.3. If the IB closes their Partner Account or violates the conditions of clause 6.3 of these Regulations, bonuses accrued by the IB will not be paid.

6.4. The Company does not credit bonuses on classic.mt4, micro.mt4, classic.systematic, and classic.zulu accounts for positions satisfying the following conditions:

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

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

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

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

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

6.6. The Company has the right at its sole discretion to introduce amendments to the conditions for crediting and paying bonuses in keeping with clause 9.4. of these Regulations.

6.7. The IB has the right to create its own partnership network, by acquiring new partners for cooperation. The IB's profit may increase with increases in the trading volume of the Clients acquired by the IB's Sub-Partners, in accordance with Appendix # 1.

7. Guarantee Commitments

7.1. The IB guarantees:

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

7.1.2. The acquisition of new Clients.

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

7.3. The IB is obligated to compensate any losses and prevent indebtedness to the Company without complaints, demands, claims, costs, damages, expenses (including legal fees) and fines that may result if the IB should breach the guarantee commitments.

8. Contract Term

8.1. These Regulations shall enter into force for Company Clients from the moment of their acceptance by the IB and shall remain valid until the termination of the Client Agreement.

8.2. If a Client, having accepted these Regulations, does not acquire at least one client within six months, the Company shall have the right to transfer the IB Account to the archive.

9. Force Majeure

9.1. Neither Party hereof shall be held liable for the complete or partial failure to fulfill its obligations should this failure result from a force majeure event or circumstance (including but not limited to fire, earthquake and other natural disasters, war or other military operations, blockades, government regulations and other extraordinary and unavoidable circumstances beyond either Party's control).

9.2. The Party for whom it becomes impossible to fulfill its obligations is obligated to inform the other Party through written notification of the onset, estimated duration and cessation of the above-mentioned circumstances within five business days from the moment of their onset and cessation.

9.3. The facts set out in the notification should be confirmed by a competent authority or organization of the respective country. The delay or absence of notification by the Party concerned deprives said party of the right to cite any of the above-mentioned circumstances as grounds for release from responsibility for the failure to fulfill its obligations.

9.4. Should the inability to either completely or partially fulfill obligations last more than three months, the Agreement will automatically be terminated.

10. Miscellaneous

10.1. Should a dispute arise with Clients acquired by the IB, the Company's decision shall be considered final.

10.2. In the event that one Party does not demand that the Second Party fulfill its obligations, the second Party shall not be relieved of its obligations under these Regulations, and this shall not constitute a waiver of liability.

10.3. Where these Regulations are issued in a language other than English, the English language version shall take precedence in the event of any conflict.

10.4. The IB acknowledges that the Company has the right to amend certain provisions of these Regulations at any time, giving the IB prior written notification 7 (seven) calendar days before the introduction of such changes. Any change shall come into force on the date specified in the written notification.

10.5. Written notification under these Regulations shall be understood as one of the following means of communication:

10.5.1. Email.

10.5.2. Mail.

10.5.3. Announcement on the “Company News” page on the Company’s website.

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

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

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

10.7.2. Seven days after being sent by mail.

10.7.3. One hour after the announcement is posted on the “Company News” page on the Company’s website.

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

10.8.1. The Company to receive the information promptly.

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

10.9. In the interest of complete clarity, the IB shall always and under all circumstances, without exception, act solely on its own behalf, and not in the name of the Company. Conducting any business in the name of the Company is a flagrant violation of the agreement under these Regulations, and shall lead to the immediate termination of the Agreement and the cancellation of any payment or compensation due to the IB.

10.10. Should the IB breach any clauses in section 3 or any other clauses of these Regulations, the Company may consider this a flagrant violation of the agreement of these Regulations, which shall lead to the immediate termination of the Agreement and the cancellation of any payment or compensation due to the IB. The IB acknowledges and agrees that the Company may terminate these Regulations without explanation and without paying bonuses or otherwise compensating the IB, having given the IB three business days advanced notice.

11. Acceptance

In accepting these Regulations, the IB confirms that:

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

ALPARI NZ LIMITED

Appendix #1 to the ALPARI NZ LIMITED Introducing Broker Regulations

The Introducing Broker Compensation Table.

The Bonuses of the Introducing Broker are credited in accordance with clause 6 of these Regulations and the Compensation Table below. The Compensation of the IB is dependent on the trading volume of the clients of all of the IB's acquired partners in the recording month. The Compensation of the IB from the transactions of the IB's clients will be increased in the month following the recording month, in accordance with the table.

Account Type	Classic, Micro, Pamm, Systematic, Zulu	ECN	NDD
Trading volumes of clients, acquired by the IB's partners (in lots)	% from the spread on the accounts of the IB's clients	% of the commission, taken from the Client	% of the commission, taken from the Client
0	25	30	32
100	26	31	
200	27	32	33
300	28	33	
400	29	34	34
500	30	35	
600	31	36	35
700	32	37	
800	33	38	36
900	34	39	
1000	35	40	37