



# ALPARI NZ LIMITED Introducing Broker Regulations

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# 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 on the Company website containing the IB’s unique identification number that is to be used by the IB to acquire Clients.

“Banner” shall mean a graphic advertising unit with a link to the Company website that is used by the IB on web pages 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 promotional material or any other kind of message to people unwilling to receive them.

“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” ) for 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/download\\_pdf/](http://www.alpari-forex.com/en/download_pdf/), 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 Clients signed 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 Client’s myAlpari account and send a copy of their passport/ID to the email address of the Partnership Programs Department, as specified on the Company website.

1.4.3. Receive their Introducing Broker login (ID).

1.5. After the Company’s Partnership Programs Department receives the documents specified in clause 1.4.2. of these Regulations, the IB Account will be activated. The Partnership Programs Department shall send a message informing the Client of the activation to the IB’s email address, as specified in the Client Registration Form.

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

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

1.6.2. Hold events that do not break the laws of the country in which the event is held, or the country of residence, that are directed towards the acquisition of new Clients for the Company.

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](http://www.alpari-forex.com) and its structure, refer documents and information posted on the website, comment on and clarify this information.

## 2. Interaction of the Parties

2.1. These Regulations shall not under any circumstances whatsoever constitute a Partnership, joint venture and/or an employer-employee relationship. The IB may only operate and represent oneself 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 hold responsibility for:

2.3.1. Any actions of the IB carried out with breach of the Regulations and/or the Client Agreement provisions.

2.3.2. Any actions of the IB carried out outside the limits of its authority provided by the Company.

2.3.3. Any losses of the third parties caused by the IB.

2.3.4. Claims to the IB resulted from its failure to comply with clause 3.1. hereof.

2.4. The Parties agree to comply with the provisions provided in these Regulations and/or the Client Agreement, unless otherwise specified and signed by the parties under mutual agreement.

## 3. Obligations of the Introducing Broker

3.1. The IB is obligated to comply with the legislation of their country of residence or the country in which events are for client acquisition.

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 use best endeavors to attract new Clients for the Company.

3.4. The IB shall hold responsibility 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 this is the Client's first time registering with the Company and subject to one of the following conditions:

3.4.1. The Client indicates the IB's ID when filling in 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 internet browser's cookies file for one year, provided that the Client does not clear the cache memory of their computer.

3.5. In the case that the Client is considered acquired by the IB, the IB ID will automatically set in all following trading accounts opened by that Client. Clients cannot be transferred between partner groups.

3.6. The Company reserves the right to register a Client as attracted by the IB provided the IB may prove the fact of attracting this Client and explain the reason why the Client's registration was not carried out in compliance with clause 3.4. hereof.

3.7. The IB is obligated to accord every advertising material including the business cards of the IB if necessary to use the advertisement and/or the advertising products within fulfillment of obligations under these Regulations.

3.8. The IB is obligated not to 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 breaking 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 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 the word alpari, in part 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](http://www.alpari.ru), [www.alpari-forex.com](http://www.alpari-forex.com), [www.alpari.com.mx](http://www.alpari.com.mx), etc.) with a partner link such as [www.alpari.ru?partner\\_id=xxx](http://www.alpari.ru?partner_id=xxx). It is also expressly prohibited to use redirects and any other forms of forced redirection of a user to the Company website.

3.11. The IB is prohibited from money relations with Clients (including accepting money, payment and bank cards, etc.) since the Company is fully responsible for this part of work.

3.12. The IB is obligated to keep confidential Company's activity and/or the information that the IB becomes aware of in accordance with the requirements of these Regulations.

3.13. The IB is obligated to inform the Company about all the facts and circumstances, that they become aware of, that may result in undesired consequences (risks) for the Company.

3.14. Should Clients assert claims to the Company connected with activity of the IB, the IB agrees to settle all the claims of such Clients on its own.

## 4. Rights and Obligations of the Company

4.1. The Company is obligated to provide the IB with necessary assistance in executing the mission stipulated hereby.

4.2. The Company is obligated to pay the IB Compensation in the amount and under conditions stipulated hereby.

4.3. The Company shall hold responsibility for Clients' order execution 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 they can appeal the Company calculations. The Company does not provide statements on Client transactions.

4.4. The Company has the right to control the IB activity in functions and obligations performing under these Regulations.

4.5. The Company has the right to ask and get the detailed report about the IB's obligations fulfillment under these Regulations.

## 5. Limitation of the IB's Authority

5.1. The IB does not have the right to do the following without prior written consent from the Company:

5.1.1. Assume responsibility on behalf of the Company or put 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. In the case 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 promises, makes any claims in relations to any payments under any contracts and/or agreements concluded by the Company.

5.2. The IB, entering into relations with Clients, agrees to inform the interested persons and Clients about its IB status and powers. Since the IB is an intermediary, it is the Company who carries out all actual actions necessary for conclusion and execution of Client agreement with the Clients, also it enters into actual interaction with them, prepares and signs all the required documents.

5.3. The IB does not have a right, in its own name and/or on behalf of the interested person, to register a new user in the system of the Company and/or accept Client agreements on behalf of Clients, use personal logins, passwords and possibilities of myAlpari accounts of the Company's Clients. The IB agrees to inform the Client that the Client does not have a right to provide the third parties with the registration data (login and password) required for authorization on [www.alpari-forex.com](http://www.alpari-forex.com) and agrees to keep them secure and confidential. Within the terms of the Client Agreement all actions related to the execution of the Client Agreement and/or to usage of login and password of the Client are considered to be executed personally by the Client. The Company does not bear responsibility for unauthorized use of the registration data of the Client by third parties.

5.4. Under no circumstances the IB has a right to:

5.4.1. Accept from Clients and/or give out to Clients money. All settlement payments with Clients are made by the Company.

5.4.2. Act as an IB on behalf of any third parties.

5.5. Limitations stipulated by clauses 5.1. – 5.4/ hereof are in force within the effective period of the Regulations and within 5 years after its termination or cancellation.

5.6. Should as a result of the IB's failure to comply with conditions of the Regulations (including unauthorized actions or claims of the IB) there will be filed lawsuits against the Company, all the losses suffered by the Company are to be compensated by the IB in the full scale. Losses are understood as expenses that the Company incurred or will incur restoring its rights and interests (real losses) as well as non-derived income that the Company would have gained in usual business course should its rights and interests were not infringed (lost profit) when valuable interests or business reputation of the Company were violated as a result of failure to execute or improper execution of obligations by the IB under these Regulations. The IB does not have a right to dispute the amount of loss claimed by the Company for compensation.

5.7. Should the IB break conditions of these Regulations, the Company reserves the right to block the IB Account until all losses, suffered as a result of breach of the conditions hereof are compensated. The Company has a right to cover losses inflicted by the IB by the money payable to the IB under these Regulations and also under the Client Agreement and its integral appendices.

5.8. The IB, his relatives or affiliates can not act as the IB's Clients. In case any data of the IB and his Client coincide (such as passport data, address, telephone, email, ip-addresses, etc.) this Client's login will be excluded from the IB's Client list and no bonuses will be paid for it. The accounts, traded from one ip-address, are considered as one active account. Should the ip-address of a Client coincide with the ip-address of the IB such accounts are considered as affiliated and no bonuses are payable for them.

## 6. Compensation of the IB

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

6.2. The Compensation of the IB is calculated on every separate account of Clients acquired by the IB and is credited to the IB Account through one of the following methods:

6.2.1. From classic.mt4 accounts – on a real-time basis; bonuses are credited to the IB after each complete transaction made by the Clients attracted by the IB, taking into account the requirements of clause 6.5. hereof.

6.2.2. From micro.mt4 accounts – on a daily basis; in this case all complete transactions made by the attracted Clients during the settling-day are considered, taking into account the requirements of clause 6.5. hereof.

6.2.3. From classic.systematic accounts – on a real-time basis; bonuses are credited to the IB after each complete transaction made by the Clients attracted by the IB, taking into account the requirements of clause 6.5. hereof.

6.2.4. From pamm.mt4 accounts – monthly; for every separate Managed Account created by the acquired Client.

6.2.5. From classic.ndd.mt4 accounts – monthly; for every complete transaction (position that was opened and then closed) carried out by the acquired Client.

6.2.6. from pro.ecn.mt4 accounts – monthly; for every complete transaction (position that was opened and then closed) carried out by the acquired Client.

6.2.7. Choosing the method of bonus calculation remains at the Company's discretion.

6.3. Settlement period is understood as a calendar month. The IB has a right to submit a request for withdrawal of the bonus money from its Account anytime within the month following the settlement month. The request is submitted only via the Personal area on the Company's website. The request is to be processed by the Company within 2 (two) business days from the date it is received, provided the amount of the bonus added for the settlement period and payable to the IB is not less than 100 USD.

6.3.1. Should the sum of the bonus payable to the IB for the settlement period be less than 100 USD, the bonus is not paid.

6.3.2. The sum of bonuses credited at the end of the following settlement period is increased for the sums of the bonuses not paid out on the grounds stipulated by this clause of the Regulations.

6.4. The Company starts adding and paying bonuses to the IB under the condition stipulated by clause 6.1. hereof, i.e. the IB has 3 active accounts opened by the attracted Clients. Active account is understood as an account that has at least one transaction per month.

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

6.5.1. the position was closed less than five minutes after its opening.

6.5.2. the position was closed with profit or loss less than 1 spread.

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

6.6.1. the position was closed less than ten minutes after its opening.

6.6.2. the position was closed with profit or loss less than 1 spread.

6.7. The Company has a right to introduce at its sole discretion amendments to the conditions of bonus adding and payment keeping with clause 9.4. of the Regulations.

6.8. The Compensation as specified in Appendix 1 of these Regulations is the only form of incentive the IB shall receive. The IB does not qualify for any other types of incentive.

## 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 date of their acceptance by the IB and shall cease to have effect from the moment the Client Agreement is terminated.

8.2. Should the Client having accepted these Regulations has not acquired any clients within half a year, 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 their obligations should this failure result from a force majeure event or circumstance (including, without limitation, fire, earthquake and other acts of God, war or other military operations, blockages, government regulations and other extraordinary and unavoidable circumstances beyond either Party' s control).

9.2. The Party for whom it becomes impossible to fulfill their obligations is obligated to inform the other Party through written notification of the onset, estimated duration and cessation of the abovementioned circumstances immediately, however no later than 5 banking 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 failure or delay in notification shall deprives the Party of the right to cite any of the abovementioned circumstances as grounds to release the Party from the responsibility for failing to fulfill their 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 there arise a disputable situation with Clients attracted by the IB, decision of the Company is considered to be conclusive.

10.2. Should one of the Parties not raise a demand for obligations fulfillment, the other Party hereof is not discharged from fulfillment of its obligations under this Agreement, as well as it does not mean refusal from obligations.

10.3. In case of discrepancy, the English version of these Regulations is considered to have priority above the texts of these Regulations in other languages.

10.4. The IB acknowledges that the Company has a right to amend separate clauses of these Regulations any time having previously notified the IB in a written form 7 (seven) calendar days in advance before such amendments are introduced. Any such amendment comes into force on a date stated in the written notification.

10.5. Written notification under this agreement is understood as one of the following means of communication:

10.5.1. Email.

10.5.2. Post.

10.5.3. Announcement in the “Company news” column on the Company’s website.

10.6. The IB agrees to the fact that the Company will use the IB’s contact information, e.g. address, e-mail etc., indicated in the Client registration form for sending letters and offers.

10.7. Any correspondence (documents, announcements, notifications, confirmations, reports etc.) is considered to be received by the IB:

10.7.1. In one hour after it has been sent to the e-mail address indicated in the Client registration form.

10.7.2. In seven calendar days from the moment the posting is sent.

10.7.3. In one hour after the announcement is posted in the “Company news” column on the Company’s website.

10.8. The IB agrees to inform the Company immediately about changes in its contact information indicated in its Client registration form. Notification may be sent by post, e-mail, facsimile or other communication facility that allows to:

10.8.1. Inform the Company immediately.

10.8.2. Identify with certainty that the notification comes from the IB.

10.9. For the avoidance of doubt and without any exception: the IB must always perform in his own name, but not on the Company’s behalf. The beginning of any relations on the Company’s behalf is the howling breach of these Regulations involving its termination and cancel of any payments and compensations to the IB.

10.10. If the IB breaches any clauses in section 3 or any other clauses of these Regulations the Company may estimate it as a howling breach of these Regulations involving its termination and cancel of any payments and compensations to the IB.

## 11. Acceptance

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 Compensation of the Introducing Broker is credited in accordance with clause 6 of these Regulations and the Compensation Table.

<b>Account Type</b>	<b>Partner' s Compensation</b>
classic.mt4	25% of the spread of each completed transaction
micro.mt4	25% of the spread of each completed transaction
classic.systematic	25% of the spread of each completed transaction
pamm.mt4	25% of the spread of each completed transaction
classic.ndd.mt4	33% of the commission taken from the Client
pro.ecn.mt4	Dependent on the Client' s trading volume: <ul style="list-style-type: none"><li>• Up to 500 million dollars – 20 USD for each completed transaction</li><li>• Up to 1 billion – 16 USD for each completed transaction</li><li>• Over 1 billion – 12 USD for each completed transaction</li></ul>

**ALPARI NZ LIMITED**