

PARTENERSHIP

(IB) PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT ("Agreement") is made and entered into this __day, of _____, 20____, between the Introducing Broker whose name and address appear at the end of this Agreement (the "IB") and EARNEX DMCC. ("EARNEX"), with registered address **Office 309, Gold Crest Executive, Jumeirah Lakes Towers, P.O. Box: 40462, Dubai UAE**. The IB is engaged in the business of soliciting customers ("Customers") for Futures and Options traded on Dubai Gold and Commodities Exchange for transaction in various underlying asset classes such as currencies, commodities, energies and equities to introduce the accounts of the customers to EARNEX DMCC, which will maintain such customer accounts and/or serve as counterparty to trades in such accounts.

Detailed below are the Terms and Conditions for participating as an IB in EARNEX DMCC (the "Company") IB program.

In case this Agreement has been submitted by the IB, as defined below, to the Company, by electronic or other means through the Company's internet website (the "Website"), then by signing this service agreement, the IB agrees to all the Terms and Conditions set forth in this Agreement.

Whereas the Company is operating in financial sector as an inter-mediatory as well as principle broker through electronic trading platform, including internet (the "Company's Services");

And Whereas, The IB, which is The Entity that applied for participating in the Company's program (the "Program"), agreed to all these Terms and Condition and has been approved by the Company, in a separate written notice, as a participant in the Program. Such written approval of the Company of the IB is a condition for this Agreement to become binding.

IT IS HEREBY AGREED as follows:

1. Definitions:

1.1 In this Agreement, unless the context otherwise requires, the following words shall have the following meanings :-

"Person", shall mean any individual or corporate entity or any combination thereof.

"Client", shall mean a person whom EARNEX DMCC has accepted to open accounts subject to its Client Agreement and who has been introduced by the Introducing Broker named herein.

"Client Agreement", shall mean the signed documentation required by EARNEX DMCC of its Clients and named as such, which may be amended at EARNEX DMCC' sole discretion.

"Products" shall mean all instruments available and quoted through the electronic or telephonic execution, which includes and limited to futures, options and all products traded on Dubai Gold and Commodities Exchange.

1.2 In the event of any conflict or discrepancy between this Agreement and the Client Agreement, the terms and conditions as stated within the Client Agreement shall prevail and the Introducing Broker shall not be able to overrule the judgment or interpretation of EARNEX DMCC in any circumstances.

1.3 This Agreement is subject to review after a 3 month period.



2. Introducing Broker Relationship and Activities:

- 2.1 The terms of this Agreement cover the rights and obligations of the Introducing Broker in respect of any clients he may introduce to EARNEX DMCC or its associated Group of Companies, as may be defined by EARNEX DMCC.
- 2.2 In the event of the Introducing Broker wishing to offer any deviation from the standard interpretation of this Agreement or the relationship upon which it is based, the Introducing Broker will be deemed to be in breach of this Agreement and all its Terms, unless it has received written confirmation from EARNEX DMCC' Executive Management that its proposed activities are approved and accepted.
- 2.3 The Introducing Broker hereby undertakes to introduce the trading facilities and services of EARNEX DMCC to potential clients. This shall include, inter alia, the distribution of any written promotional or marketing materials, any verbal or audio-visual communications and any web-based materials as may be provided by EARNEX DMCC from time to time. The Introducing Broker further undertakes to offer such EARNEX DMCC services and materials in a positive, constructive and pro-active manner.
- 2.4 The Introducing Broker undertakes to observe all legal and regulatory requirements as dictated by the SCA and any local regulatory or legal entity within his jurisdiction as may apply in respect of financial promotions.
- 2.5 The Introducing Broker may pass general market analysis or research as provided by EARNEX DMCC from time to time but will not pass direct trading recommendations unless explicitly clear as to the source of those recommendations and further warrants that no such direct trading recommendations will be given to clients under misleading or wrongful direction that such recommendations have been made by EARNEX DMCC or any of its employees or representatives. As clients of EARNEX DMCC, such clients accept that they are received on an execution-only basis and that EARNEX DMCC does not give any advice to its Clients upon the merits or suitability of any transaction.
- 2.6 The Introducing Broker, nor any of its Directors, officers, employees, associates or affiliates may not under any circumstances represent themselves as employees or officers of EARNEX DMCC nor may the Introducing Broker pass itself off as having any relationship with EARNEX DMCC other than that of Introducing Broker, without the express written advance permission of EARNEX DMCC.
- 2.7 EARNEX DMCC shall, at its sole discretion, accept or decline to accept any client introduced by the Introducing Broker.
- 2.8 The Introducing Broker may not be considered a client of EARNEX DMCC under the definitions provided for by the SCA in guidelines, on the basis of this Agreement.
- 2.9 The Introducing Broker warrants that he will verify to the required standard as stated by EARNEX DMCC, the veracity of any documentation which EARNEX DMCC may require from time to time, especially insofar as it may require the Introducing Broker to obtain evidence of the Client's identification and other supporting documentation to the account opening process.
- 2.10 Introducing Broker shall undertake to comply with all written and verbal procedures as set out by EARNEX DMCC from time to time in the operation of the client accounts and the general conduct of business. The Introducing Broker warrants that in the event of any dispute over the execution of any Client trade, it shall abide by the judgment and opinion of EARNEX DMCC and its officers and shall accept any decision made by EARNEX DMCC as final. The Introducing Broker accepts that neither EARNEX DMCC nor any of its officers, employees or affiliates shall be personally or collectively liable for any failure or omission on the part of the Introducing Broker or the Client to abide by those rules and procedures as provided to them.
- 2.11 The Introducing Broker shall not extend any credit to the Client without the prior written authorization of EARNEX DMCC.
- 2.12 The Introducing Broker shall not hold any money or security provided by the Client in respect of his trading account(s) with EARNEX DMCC without the undisputed prior consent of EARNEX DMCC and shall hold any such collateral on trust in advance of transferring same to EARNEX DMCC.



- 2.13 The Introducing Broker warrants maintaining copy documentation of all client records including, inter alia, any account opening documentation verified and forwarded to EARNEX DMCC by the Introducing Broker, any client trading records or deal slips generated by Client trades in the Introducing Broker's offices or any documentation in respect of any disputed trades or activities.
- 2.14 The Introducing Broker warrants and represents that it and its employees, representatives and officers are duly authorized to perform their duties in such business and that, upon request, the Introducing Broker will provide documentary evidence of any legal or regulatory or licensing arrangements, permissions or authorizations which have been put in place in order for the valid conduct of such business by the said Introducing Broker in his jurisdiction. The Introducing Broker further warrants to advise EARNEX DMCC immediately in the event that there is any change in his regulatory, legal or authorized status or that any permissions or licenses which have been granted specifically to enable such business to be conducted by the Introducing Broker, have been lost, rescinded, revoked, suspended or diminished such that it is no longer approved to conduct such business.
- 2.15 EARNEX DMCC and the Introducing Broker undertake to communicate any Notices in writing and to retain evidence of their own that such Notices have been given.

3. EARNEX DMCC Undertakings:

- 3.1 EARNEX DMCC' standard trading terms are set out in Appendix 1 attached.
- 3.2 EARNEX DMCC undertakes to advise the Introducing Broker of any margin call or requirement which the Introducing Broker is obliged to facilitate, in a timely and professional manner, such that it may advise the Client in a manner supportive of his needs and obligations.
- 3.3 EARNEX DMCC warrants making any payments due to the Introducing Broker in respect of fees for its services as agreed below, monthly in arrears no later than the 15th day for the preceding month in which those fees were earned. The basis of the fee structure is as agreed herein (Appendix 2) and may not be subject to any change unless otherwise agreed in writing by both parties.

4. Penalties for Breach of Agreement:

- 4.1 Introducing Broker status is granted on the basis that a minimum of 5 accounts shall be opened and funded in each of the first 2 months of the relationship (the Qualification Period). In the event such targets are not maintained during the Qualification Period the Agreement may be terminated without notice and with immediate effect.
- 4.2 After the Qualification Period, termination of this Agreement shall be by the provision of a minimum of one month's notice in writing by either party. EARNEX DMCC shall reserve the right to terminate without notice or suspend without notice, this Agreement or any rights of the Introducing Broker that may fall under the provisions of this Agreement and/or its Appendices hereto attached or related, due to any malpractice, breach, failure or other significant event on the part of the Introducing Broker, such event and termination to be at the sole discretion of EARNEX DMCC.
- 4.3 Upon termination of this Agreement under clause 4.2, EARNEX DMCC warrants to pay the Introducing Broker all fees and rebates as set out in section 3.
- 4.4 Other than in circumstances where required by law or by any competent regulatory authority, the Introducing Broker warrants to maintain the strict confidentiality of the existence of this Agreement and its Terms and accepts that in the event that the content of this Agreement is disclosed to third parties, EARNEX DMCC will de facto have the right to terminate this notice with immediate effect and withhold any outstanding monies due to the Introducing Broker.

5. Applicable Law:



5.1 EARNEX is the trading name of EARNEX DMCC, a company incorporated in Dubai Multi Commodities Centre having its registered office at Suit No: 309, Gold Crest Executive Jumeirah Lakes Towers, Dubai UAE. P.O. Box: 40462.

5.2 This Agreement shall be subject to the laws of Dubai, UAE but such submission shall not prevent EARNEX DMCC from exercising its right to seek legal remedy in any other jurisdiction if it so chooses.

6. Fee Arrangement:

6.1 Fees payable to the Introducing Broker from EARNEX DMCC under the terms of this Agreement shall be as set out in Appendix 2.

6.2 Services provided by EARNEX DMCC to the Introducing Broker under the terms of this Agreement shall be as set out in Appendix 1.

6.3 In the event of a dispute with, or complaint from, a Client, EARNEX DMCC reserves the right to withhold payment of fees to the Introducing Broker until the matter is resolved.

For and on behalf of
INTRODUCING BROKER

For and on behalf of
EARNEX DMCC

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

PERSONAL DETAILS

Full Name: _____

Correspondence address: _____

Country: _____ Postal code _____

Physical Residential address: _____

Country: _____ Postal code: _____ Nationality: _____

Date of birth: _____ Occupation: _____ Employment status: _____

Nationality: _____ Passport no: _____

Tel no: (Business) _____ (Home) _____

(Mobile) _____ Fax no: _____

E-mail address: _____

BANK DETAIL

Bank Name: _____

Account Name: _____

Account Number: _____

I/We warrant that the personal details provided by me/us are true and correct and hereby indemnify Company against all losses or damage suffered in reliance thereon.

I/We hereby declare that all statements made by me/us in this application are to the best of my/our knowledge and belief, true and complete.

I/We acknowledge that due to anti money laundering (AML) KYC requirement, the company will require proof of identity and other information as required from time to time by regulators and law enforcement agencies, before the application can be processed and company shall be held harmless and indemnified against any loss ensuing to the failure to process this agreement, if such information as has been required has not been provided by me/us.

(Administrative Use Only)

Operation Approval: _____ IB Approval: _____

Signature : _____ IB Code: _____

APPENDIX 2

Product	Commission Charged	Commission Rebate	Additional Remarks

PLEASE NOTE: Total monthly commissions charged to an account plus any monthly referral fees paid to the Trading Agent must not exceed 15% of the client's average monthly account equity. Accounts found to be in violation of this rule will be subject to immediate closure. However, EARNEX DMCC expect all entities to be mindful of and comply with the International Ethical Principals of Businesses and Conduct of Business Rules of the Company and the Anti Money Laundering guideline.

APPENDIX 3

SERVICES DETAIL

EARNEX DMCC will:

- Provide fully regulated trading facilities with full back office support (statements, account status etc.) and access to stable trading platforms, providing the product suite most suited to the Introducing Broker's sphere of operations and trading environment, fully sourced and serviced by EARNEX DMCC personnel.
- Undertake to provide consistent pricing on all products at the level requested by the Introducing Broker.
- Warrant not increasing or decreasing the commission rates unless requested/agreed by the Introducing Broker.
- Provide all trouble shooting for such platforms as part of our service, with EARNEX DMCC back office support to organize the administration and the resolution of any technical difficulties the Introducing Broker may have.
- Make available for further distribution by the IB, general training resources and materials, platform and operational training materials, subject to any additional charges which may apply.
- Provide, subject to volume, further specialized training from appropriately qualified EARNEX DMCC personnel, scheduled according to the Introducing Broker's requirements and EARNEX DMCC' personnel availability. The Introducing Broker may decide to use this resource as a marketing application or for personal development. The content of the training will be configured to provide information relevant to the Introducing Broker's requirements and may be subject to additional charges.
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(Administrative Use Only)

Operation Approval: _____ Signature : _____

AC DPT Approval: _____ IB Code: _____



IDENTIFICATION REQUIRMENT & SUPPORTING DOCUMENTS

Please check you have provided the following:

Have you included with your application verification of the physical residential address (es) of all applicants through one of the following recent documents:

- **Original or duly certified copy of utility bill**
- **Original or duly certified copy of bank/credit card statement**
- **Original or duly certified telephone directory entry**
- **Written confirmation from approved intermediary/reputable financial institution**

(All items must be less than six months old and must reflect client's true physical address, NOT postal address or P O Box).

Have you included, for all applicant(s), an original certified copy of one of the following?

- **A current and valid "full" passport bearing your signature**
- **A national identity document bearing your signature (if this is not on the document, please sign the copy)**
- **A current full driving license bearing your signature (if this is not on the document, please sign the copy)**

I/we have carefully read this investment agreement including acknowledgement of Risk its contents acknowledge and agree to be bound by all its terms and conditions of this agreement.

"PARTNER"

Signature: _____

Name: _____

Designation: _____

Date: _____