

1. PARTIES TO THIS AGREEMENT

This Agreement ("Agreement") is entered into this _____ day of _____, 20___, between the Introducing Broker whose name and address appear at the end of this Agreement (the "IB") and TW Corp. (the "Company"). The IB is engaged in the business of customers' acquisition ("Customers") for CFD transactions, and desires to introduce the accounts of the Customers to the Company, which will maintain such Customers' accounts and/or serve as counterparty to trades in such accounts.

2. PURPOSE OF THE AGREEMENT

This Agreement sets forth the terms and conditions of the contracted relationship between the IB and the Company. Pursuant to such contracted relationship, IB will refer prospective, suitable Customers to the Company. The Company, if it determines to accept such Customers, will open and maintain accounts for such Customers and/or serve as counterparty to trades in such accounts.

3. SUBJECT OF THE AGREEMENT

The Company hereby entrusts IB with information regarding and with the right to promote the services offered by the Company (hereinafter the „Services“) to prospective Customers.

The IB obliged to take utmost care of the interests of the Company and is responsible for his own activities. The IB is obliged to follow the respective legal stipulations in the countries pursuant to clause above.

The IB is not entitled to distribute the Services in his own name and on his own costs, not authorized to receive direct payments for the Services concluded by the Company.

It is hereby agreed that the IB is an independent contractor and neither this Agreement nor any term or condition contained herein shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise between the parties.

The IB is entitled to:

- (a) Carry out advertising campaigns in the interest of the Company;
- (b) Hold events directed towards the acquisition of new Customers 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;
- (c) Advise new Customers on the Company's line of business and service offering, the competitive advantages of the Company and other terms and conditions;
- (d) Communicate all necessary information about the Company to Customers, including the Company's contact information, and general and special conditions for the provision of Services;
- (e) Help new Customers get acquainted with the Company's official website — <http://tradersway.com/> ("Website"), refer and clarify documents and information posted on the Website.

4. IB DUTIES

The IB's task shall be to promote the Company's Services, to inform prospective Customers about the Services.

When advising existing or prospective Customers the IB shall at all times take into account that the investment possibilities offered to the Customers involve a relatively high degree of business and financial risk and the IB shall therefore make sure that the potential Customers understand the risks and shall ascertain that the investments proposed are suitable for the Customers based on their investment objectives and their financial needs.

The IB shall not have power to take any action on behalf of or against the Company, to take any statements, to accept payments or to effect changes in prices or in business conditions. He shall also inform third parties hereof.

The IB shall provide the Company with any and all necessary information by means of writing and shall duly furnish it with copies of any and all correspondence with prospective Customers. The IB shall report his activities to the Company on a regular basis.

The IB shall fulfil his duties in person. He may assign tasks set forth in this Agreement to employees or other third parties only after obtaining written consent thereto from the Company.

The IB shall follow the instructions of the Company and protect all Company's interests with the level of care expected of an orderly businessman. He shall neither put prospective Customers under any kind of pressure, nor shall he employ any kind of hard-sell methods.

The IB shall be subject to any marketing and sales policies promulgated by the Company from time to time and shall partake in appropriate conferences, subject conferences and training sessions held by the Company. Own marketing activities of the IB like advertisements, mailings and so on shall be expressly agreed beforehand with the Company.

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

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

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

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.

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

The IB shall not disclose any confidential information of the Company during the validity of this Agreement and thereafter. He shall adhere to the provisions of the applicable data protection laws.

The IB is responsible for false advice, in particular in the course before the Customer's account opening. The IB agrees that the Company is entitled to set off all costs in connection with damage claims of third parties against IB's commission.

5. RESPONSIBILITIES

IB agrees to make only honest and accurate representations concerning Company's Services with potential Customers.

It is the IB's responsibility to be fully familiar with all available and relevant forms, applications and agreements, as well as with all procedures and practices of the Company, so that IB will be a well-informed source of information to prospective Customers.

IB shall indemnify and hold the Company harmless from and against any loss or damage of any kind suffered by the Company as a result of IB's breach of the agreed or the wrongful or unethical conduct of the IB or any Customer referred by IB to the Company.

The Company shall not under any circumstances whatsoever be responsible:

- For any actions carried out by the IB that are in violation of the provisions of this Agreement.
- For any actions carried out by the IB outside the authority granted by the Company.
- For any damaged caused by the IB to any third party.

— For any complaint lodged against the IB.

6. RIGHTS AND OBLIGATIONS OF THE COMPANY

The Company is obligated to provide the IB the necessary assistance to fulfill the duties laid out in this Agreement.

The Company is obligated to pay the IB compensation in the amount and under the conditions stipulated in the Annex A to the present Agreement being an integral part of it.

The Company has the right to exercise control over the activities of the IB regarding the functions and duties of this Agreement.

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 this Agreement.

7. COMPANY'S SUPPORT

The Company shall support the IB in his activities. In particular, it shall furnish the IB with all reasonably required materials at no charge. The Company shall keep all such materials current. The materials shall remain the Company's property; the IB shall return immediately such materials upon the termination of this contract, ousting any remainder interest, insofar as such materials have not been used up in the orderly course of business.

8. LIMITATIONS

The IB is not entitled to:

Register an organization and/or use in the name of an existing company.

It is expressly prohibited to use redirects and any other form of forced redirection of a user to the Company Website.

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

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 the Company.

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

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

Publish any comments or assist in the writing of comments concerning the Company in anywhere. If one's own internet resource is used in Customer's acquisition, the IB is obligated to have the material for such resources approved by the Company.

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.

9. COMPENSATION

As compensation for his activities, the IB shall receive commission for any and all agreements entered into with Customers during the validity of this Agreement. The IB shall have no claim to commissions for contracts procured by the IB, but closed after the termination of this Agreement.

The commission shall be paid by the Company to the IB on a monthly basis up to 10 day of a month following the settlement month.

The IB agrees that it is the sole discretion of the Company to stop or interrupt Services and to terminate the

relationship with the Customers.

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

10. DURATION OF THE AGREEMENT, TERMINATION

This Agreement is concluded for an indefinite period of time.

The right to termination due to an important cause without notice shall remain unaffected hereby. Such important cause shall include inter alia, but not be limited to bankruptcy or insolvency of the IB.

Either party hereto, by written notice to the other, may terminate this Agreement. Such termination shall be effective immediately:

- (a) upon receipt by the Company, in the event of termination by the IB, or
- (b) upon mailing by , in the event of termination by the Company.

A termination shall be in writing in order to be operative. If sent by e-mail or mail, it shall also be deemed to have been received if an attempted service fails and the addressee is left notice of failed service.

In the event of the termination of this Agreement for any reason, the IB will promptly surrender, and deliver to the Company, including but not limited to, all materials, equipment, documents and data pertaining to their relationship with, or to any proprietary information of the Company, including all copies thereof.

11. CONFIDENTIALITY

Except as otherwise provided in this Agreement, or as the parties may otherwise consent to in writing, the parties will keep confidential and not disclose, or make any use of, except for the benefit of each other, at any time, either during or subsequent to the termination of this Agreement, any trade secrets, formulae, methods, techniques, confidential information, computations, knowledge, data or other information of either party relating to software products, trading platforms, trade routing systems, counter parties, processes, know-how, marketing, merchandising, selling ideas, selling concepts or other confidential information, forecasts, marketing plans, strategies, pricing strategies, computer programs, copyrightable materials, finances or other subject matter pertaining to any of the parties' business, or any of its clients, customers, consultants, suppliers or affiliates, which either party may produce, use, view or otherwise acquire during the relationship created by this Agreement.

12. SEVERABILITY

Nothing contained herein shall be construed as requiring the commission of any act contrary to law. In the event that any provision of this Agreement is found to be contrary to law, such provisions shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, paragraph, sentence, or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

13. FORCE MAJEURE

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).

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.

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.

14. MISCELLANEOUS

Modifications and amendments shall only be legally effective if made in writing. The same shall apply to a waiver of the requirement that such modifications and amendments be in writing.

If a clause of this Agreement should be or become invalid, the remainder of the Agreement shall be unaffected thereby. The invalid clause shall be replaced by that clause which most closely resembles the economic intention underlying the invalid clause.

15. APPLICABLE LAW AND JURISDICTION

The Agreement and any matters relating to it will be governed by, and construed in accordance with, the laws of the Commonwealth of Dominica. IB agrees that the courts of the Commonwealth of Dominica shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Agreement and any matter arising therefrom. Nothing will prevent the Company from bringing proceedings against the IB in any other jurisdiction.

IB irrevocably waives any right that it may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction over the IB.

I HAVE READ AND UNDERSTOOD THE IB AGREEMENT AS SET OUT ABOVE.

The Company

TW Corp.

Address: 8 Copthall, Roseau Valley,

00152 Dominica

Signature

The IB

Full name: _____

Address: _____

Signature
