

Agreement

Mobius Universe Ltd company., hereinafter referred to as The company, on the one hand and the physical person or legal entity which is hereinafter referred to as The client, on the other hand, have signed this contract as follows.

Terms and terminology

The company - the legal entity — Mobius Universe Ltd., providing implementation of conversion arbitrage operations and carrying out all necessary calculations, based on agreements, contracts and other documents, concluded with the Client.

The client - the physical person or legal entity concluding conversion arbitral transactions with the Company, according to the quotations provided by the Company.

The agent - the physical person or legal entity which is acting on the basis of the present Agreements on behalf of the Company.

Conversion arbitrage operations - transactions between the Company and the Client to purchase or sale of the contract for currencies or the contract for indexes who assume implementation of at least two opposite transactions on purchase and sale of the contract identical amount.

Sub-account - the special internal account opened in the Company by the Client, on which the recorded liabilities of the Company and the Client which arise from the transactions made within the Agreement between the Client and the Company. The sub-account can be used as for trading, and for receipt of an agency fee.

Base currency - monetary unit in which are nominated and calculated all balances, commission payments and payments.

Base currency - the transaction of purchase (sale) which isn't covered opposite sale (purchase) of the contract.

Floating Profit/Loss - floating (unrealized) profit (loss) on open to line items in case of the current values of quotations.

Working hours of the Company - a period during business week, in limits which the point-of-sale terminal of the Company provides carrying out transactions with standard foreign exchange contracts and standard contracts on indexes. The exception are holidays, temporary changes of internal rules and procedures of the Company, and also time during which customer service is impossible on technical conditions. In these cases the Company is obliged to take all feasible

measures, to inform the Client on change of an operating mode and to give the chance to the Client to eliminate the currency risks.

Lot (lot) - a unit of measure of an amount of transaction.

Transaction - set of trading activities in case of which means pass from a base currency in currency of the quotation and back.

Balance (balance) - the amount on the sub-account of the Client after carrying out the last during any period of time of transaction. Autoreferal (avtoreferalny system) - the system forbidden by the regulations, in case of which the client becomes at the same time an agent and/or was created on a preliminary collusion in case of which there was no real customer acquisition.

The spread is a difference between a buying rate and a selling rate of base currency in one timepoint.

Storage - a swap (storage - swap) - the means withheld or added into the sub-account The client for prolongation (transfer) of a line item next day.

Equity (Means) - secure part of a sub-account of the Client taking into account open line items, which is connected with Balance and Floating (Profit/Loss) the following formula: Balance + Profit + Swap.

It means on the sub-account of the Client reduced by the current loss on the open to line items and increased by a current profit on open line items.

The current market rate - a current rate of the conclusion of transactions on the specific contract (on currencies or on indexes) in the interbank market or at the exchange.

Margin - the necessary mortgage amount on open line items and equal to 1% (in case of credit shoulder 1:100) from total amount of opened line items.

Free Margin - a free margin, uninvolved in pledge on open line items means. Is calculated: Free Margin = Equity - Margin.

Margin Level - the indicator characterizing a state of the account. Is calculated as Equity/Margin.

Stop-out level - a condition of a sub-account in case of which open line items is forced are closed by the company according to the current quotations. The company reserves the right, in case of achievement of margin level of 15%, in order to avoid negative balance on the fast (volatile) market to liquidate part of the most unprofitable transactions. For deposits it is more than \$1000 work other principle: the Margin Call/Stop-out level levels - 80%/60%

Margin Trading (margin trading) - implementation of arbitrage operations with contracts on currencies and (or) contracts on indexes, as a result of which amounts opened line items exceed several times the size of a variation margin.

These terms work within this Agreement and all appendices and additions to it.

1. Subject of the agreement

1.1 The company and the Agent assume the approved liabilities connected with customer acquisition to the conclusion of conversion arbitrage operations on mutually agreed contracts on world currencies, standard contracts on indexes and contracts on futures.

1.2 The agent assumes the rights and the liabilities established by the present The agreement on customer acquisition of the Company, distribution program providing for trade through the Internet, secondary accounting of transactions of Clients, calculation and accounting of financial results for settlement of the Parties, and also other rights and the obligations provided by this agreement.

1.3 The agent unconditionally recognizes that all Clients attracted with it, are Clients of the Company.

2. Rights and obligations of the Parties

2.1 The agent is obliged:

- a) to open the account in the Company into which commission from transactions will be charged. By means of this account, the agent also has the right to receive profit from transactions in the market Forex and to use it as the regular account of the company.
- b) to perform customer acquisition;
- c) if necessary, to perform collateral information support Clients;

2.2 The agent has the right:

- a) independently to plan and wage marketing and advertising campaigns, in case of need they can be approved with the Company previously;
- b) to perform other actions provided by this agreement and appendices to it.
- c) to open a web site with obligatory placement on pages of a site of the following information and functions:
 - explanatory article about the world financial market and an explanation about rules of trade on it;
 - software distribution - the client Mobius Trader 7 terminal - FXstart.
 - distribution of news information on a paid or non-paid basis; distribution of other information and the technical analysis on paid or to non-paid basis;
 - other information, the name and which amount will be approved by the authorized agents of the parties.
- d) through installed by the Company at the Agent managerial part of the terminal Mobius Trader 7 - FXstart to perform operational accounting of results of trade activity clients and tracking of the attracted clients

2.3 The company is obliged:

- a) In case of obtaining by the agent of the status to establish "Representation" (to install) in system of a hardware complex of the Agent managerial part of the Mobius Trader 7 terminal - FXstart;
 - b) to explain to the Agent a conclusion order the Company of agreements, agreements and others documents with Clients;
 - c) to accept payments of Clients into the accounts, to bear all risks and responsibility for calculations with Clients who are based on the signed agreements, agreements and others documents between the Company and the Client;
 - d) to open for attracted with the Agent Klientov of a sub-account in trade system Companies;
 - e) to give to the Client opportunity of implementation of trading activities in system through established by the Agent and approved Login (provided) with the Client and passwords;
 - e) to broadcast on managerial part of the Mobius Trader 7 terminal - FXstart which is at Agent information on a course and results of the biddings of Clients;
 - g) to perform full accounting of transactions of Clients;
 - h) to close customer accounts and to perform calculations;
 - i) to organize, answer and perform technical consultation and servicing of the software which is at Agent and at Clients.
- 2.4. The company has the right:
- a) to receive the report on the course and results of campaigns and shares on attraction at the Agent Clients;
 - b) to perform other actions provided by this agreement and appendices to it.
 - c) in case of lack of activity on customer acquisition within two months, to cancel a referral tag

2.5. Joint liabilities of the Parties:

- a) to determine sizes and proportions of income distribution proceeding from the various options and working conditions with Clients;
- b) to approve among themselves conditions for Clients (the deposit size, the commission and etc.);
- c) once a month to carry out accounting and a reconciliation of results of trading activities of Clients, to calculate the size of trade profit or losses of Clients, and to perform settlement among themselves. (the wrong terminations in words)

3. Representation

- 3.1 The agent has the right to receive the status of representation.
- 3.2 It is necessary for receipt of the status of representation:
 - 1) Existence of the site of representation
 - 2) Existence of office in the city where the representation is created
 - 3) Readiness of the Agent to advance own services, and also company services.
- 3.3 The representation has the right to Managerial part of Mobius Trader 7:FXstart
- 3.4 The representation has the right to move apart spread to own group and to receive double commission.
- 3.5 In case of receipt of the status of representation, this agreement can be signed both parties in printed form.

4. Status of White Label

- 4.1 The status of White Label allows the Agent to work with clients on its own behalf.
- 4.2 The client receives the terminal with own labels of the Agent.
- 4.3 Under certain conditions, the Agent can create own sub-DTs that allows to it to establish any commission and own terms of trade.
- 4.4 For receipt of the status of White Label, it is necessary to purchase Mobius Trader 7 set at the companies developers Mobius on their conditions.

5. Order of determination of the income and settlement of the parties

- 5.1 The company undertakes to pay to the Agent, not being representation or the partner of White Label, remuneration in the amount of 1 from each complete transaction the client duration which exceeds 2 minutes.
- 5.2 Benefit isn't provided at trading on currency pairs with a fixed spread, if the profit by order was less or equal to three pips
- 5.3 If necessary, reconciliation of calculations of results of trading activities of Clients, attracted with the Agent for expired month, it is performed during the period with 1 on 5 number of everyone

month.

5.4 Calculations between the Parties are made during the period with 5 on 10 number of every month.

5.5 The parties independently and independently estimate and pay tax and other liabilities to the third parties.

5.6 The company reserves the right to terminate this agreement in a case failures to pay by the Agent of any amount according to the liabilities to the Company, and also in a case drawings by the Agent of the Company of material or moral damage.

5.7 In case of obtaining by the Agent of the status of Representation, the Company leaves for itself the right to suspend payment of a commission fee if the Agent attracts less than five new Clients in a month.

5.8 The company reserves the right not to pay a commission fee on to transactions of the clients made with use of imperfection of the point-of-sale terminal or communication networks.

5.9 The company reserves the right to terminate this agreement if in 6 months after agreement signature the client base of the Agent constitutes less than 5 acting clients.

5.10 The company reserves the right to change terms of trade, and also the size commission payments. In this case, the Company undertakes to warn the Agent at least than one week prior to entry into force of changes.

5.10 The company reserves the right not to pay a commission fee according to transactions of the clients made with use the pipsovochnykh of adviser, and also the adviser who are seriously loading the server.

5.11 The company has the right to cancel remuneration if the Agent is convicted of creation Avtoreferalny system, being at the same time the Agent and the Client.

5.12 The agents sharing trade system, making the identical transactions if they become referrals each other, also are autoreferrals.

5.13 If the client base of the agent consists less than of three referrals, and/or the Agent receives more than 50% of one referral (for any accounting period), the company after the corresponding notice has the right to cancel an agency fee.

6. Translation and fixing of the client

6.1 The list of clients from whom the agent receives the commission, is displayed in the personal office of the partner.

6.2 The agent can transfer the client to the account after its registration, having reported on E-mail of the Full Name and customer account number.

6.3 The client who has been already assigned to one of agents, can't be translated to another to

the agent.

7. Order of disputes

7.1 The agent not concordant with the decision of the Company, writes the claim for the official site the Notifying companies <https://www.forexstart.org/about/contacts> it the company on any of the operating E- mail.

7.2 The parties undertake to solve matters of argument by negotiations, and in case of them impossibility, according to the existing International legislation.

8. Special conditions

8.1 As, the Company isn't provider of communication on the Internet or other channels, that she can't assume responsibility for not execution of any liabilities on to the reason of failures of communication.

8.2 The agent has no right to disclose any information received from the Company in the course of joint activities, during all validity period of this Agreement and three years after its termination.

9. Responsibility of the parties

9.1 The parties bear responsibility for default on obligations on the present To the agreement.

9.2 The parties won't bear responsibility for complete or partial non-execution contractual commitments if such non-execution is a consequence of circumstances force majeure (a flood, a fire and other natural disasters), and also having binding force, at least for one of the Parties of the regulating documents which have entered in action after the conclusion of the Agreement and made it impracticable.

10. Duration of the agreement and final provisions

10.1 This agreement comes into force from the moment of registration by the Agent of the account on official site of the <https://www.forexstart.org>

10.2 The agreement is established for a period of one year. If any of the parties not I expressed desire to stop its actions, automatic prolongation of the Agreement works for one year. The maximum duration of the agreement isn't established.

10.3 The agreement can be terminated by the either party at any time.

11 Addresses and details of the parties

Company:

Mobius Universe Ltd

Client:

passport: series _____, number _____

it is issued _____

New York, NY 10038, CIIA, 160-180 Water St, off 3416

Residence address _____

Phone _____

E-mail: _____