



## REFERRING PARTY AGREEMENT

### 1. PARTIES TO THIS AGREEMENT

This Agreement ("Agreement") is entered into this \_\_\_\_\_ (Day),  
of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year), between PRIME WEALTH LIMITED ("PW") and the  
Referring Party ("IB"): \_\_\_\_\_ whose address appears at the  
end of this Agreement. The IB is engaged in the business of referring clients ("Clients") to PW for  
the purpose of opening trading accounts, including Margin and Securities, for the execution of  
trades with PW.

### 2. PURPOSE OF THIS AGREEMENT

This Agreement sets out the terms and conditions of the relationship between the IB and PW.  
Pursuant to such relationship, the IB will refer prospective and suitable Clients to PW. PW, if it  
determines to accept such Clients, will open and maintain trading accounts for those Clients. In  
the event that this Agreement has been translated into another language other than English, it  
will be the English version that will be deemed the relative document in the event of a discrepancy  
or legal action.

### 3. RELATIONSHIP BETWEEN IB AND PW

It is understood and agreed that this Agreement, or anything in it, shall not constitute or be  
deemed to establish a partnership, agency relationship or joint venture between the IB (or any of  
its employees, agents or any other identity) and PW (or any of its employees, agents or any other  
identity). In performing the Agreement, the IB acknowledges that they have no authority to act on  
behalf of, commit or represent PW to any prospective Client. In this regard, the IB shall not issue,  
publish or distribute market letters, research reports, advertisements, sales and promotional  
material or by making reference to PW and its facilities without the prior written consent of PW.

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## PW LIMITED

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The IB acknowledges that they have no right or claim to any PW proprietary information, property or trading systems / platforms. The IB allows and authorizes PW to undertake and perform any checks on the IB prior to and during the term of this agreement.

### **4. PROMISES OR GUARANTEES AGAINST LOSS**

The IB agrees that it will not offer or in any way imply or represent to any Client that either the IB or PW will guarantee such Client(s) against any loss or a limited loss in their trading activities nor will the IB call for or attempt to collect any monies (initial or maintenance) required by PW.

### **5. RIGHT TO REJECT CLIENT(S) and/or TERMINATE CLIENT(S) ACCOUNTS**

The IB acknowledges that PW has the right and sole discretion to reject to do business with any proposed referred Client. In addition, and subject to the terms and conditions of PW Client Services Agreement, PW may, in its sole discretion, terminate any Client account without prior notice.

### **6. GOVERNING LAW**

This Agreement shall be interpreted and construed according to, and be governed by, the laws of New Zealand. Any breach or legal proceeding of any kind, nature and description relating to this Agreement will be governed by the laws of New Zealand and be heard in the city of Auckland New Zealand.

### **7. IB's RESPONSIBILITIES**

1. The IB shall never be involved in any activities that may prevent PW from developing its business nor refer any Clients to another Money Service or similar Business Companies as long as this agreement is in effect.
2. The IB must express clearly to the Client that the IB is not an employee, agent or similar

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IB Initial \_\_\_\_\_ PW Initial\_\_\_\_\_



## PW LIMITED

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identity of PW or any PW Group / Subsidiary member.

3. The IB shall express clearly to the Client that once referred, PW maintains all the rights to contact, communicate, quote prices and make deals with the referred Client directly.

4. The IB agrees not to disclose, or otherwise reveal, to any competitor or third party the identities, addresses, telephone number(s), facsimile number(s), E-mail address, telex number(s), bank codes, account number(s), financial reference, or any other Client confidential information without the specific written permission from PW.

5. The IB shall be responsible for all taxes and other expenses and charges incurred arising from their performance under this Agreement.

6. The IB acknowledges that any discussions and communications leading to this Agreement as well as, and including the conditions, shall be confidential in nature and shall not be disclosed to any other person(s) or identities with out the explicit consent of PW. This confidentiality obligation shall survive after termination of the Agreement.

7. The IB shall indemnify, defend and hold harmless PW and any of its affiliates and holding company, directors, employees or shareholders from and against any loss, liability, damage, costs or expenses (including attorneys' and accountants' fees and expenses incurred in the defense of any claims, demands or lawsuits) actually and reasonably incurred arising from any act, omission, conduct or activity undertaken in and for the performance of this Agreement.

8. The IB shall be fully responsible for paying any and all legal fees to obtain any legal guidance/opinion letter, if necessary, from its own counsel in connection with commencing the IB business in its domicile.

9. Additional Terms and Conditions may apply. Please find the attachment (Appendix One) if applicable.

### **8. PW'S OBLIGATIONS TO THE IB**

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IB Initial \_\_\_\_\_ PW Initial \_\_\_\_\_



## PW LIMITED

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1. Once having accepted a Client account, and subject to its Client Services Agreement and any other related documentation with the Client, PW will open and maintain a trading account for the said Client and / or execute appropriate trades for the said Client, and maintain proper records of all Client transactions and other activity undertaken on behalf of the Client.

2. PW shall pay compensation to the IB based on the Clients' transactions of Margin and Securities trading (subject to PW'S verifications which shall be final and conclusive) calculated at such rate as enumerated in the attached schedule.

### **9. TERMS OF THIS AGREEMENT**

1. This Agreement shall continue in effect until terminated by either party by giving no less than ten (10) days' prior written notice of termination to the other party.

2. This Agreement shall cease to have any effect forthwith if there is any violation of law or infringement of third parties' interests as a result of the performance of this Agreement.

3. Upon termination of this Agreement for whatever reasons, the IB shall not either alone or jointly with or on behalf of any other person for a period of one (1) year immediately following the termination date, canvass or solicit business from any person or entity who shall have been a Client of PW or its affiliates.

4. This Agreement shall constitute the entire Agreement between the parties with respect to the matters referred to herein, and no other Agreement, verbal or otherwise, shall be binding as between the parties unless in writing and signed by all the parties to this Agreement.

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**Appendix One:**

**Additional Term and Conditions:**

The IB shall introduce at least one client to open a Forex margin account with PW and the clients shall deposit funds into their Forex account within the first month of signing this agreement. In the subsequent months, the IB shall introduce at least one Forex clients per month to PW and the clients shall deposit funds into their account. If the IB fails to achieve these client introductions for two consecutive months, this agreement will then be terminated automatically. PW staff will inform the IB of such termination in writing. If the terminated IB wants to continue working with PW, the party must apply for IB status again. The IB will then need to sign the current agreement.



PW LIMITED

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**IN WITNESS WHEREOF** the parties hereto have placed their respective hands the day and year first written above.

PRIME WEALTH LIMITED

Add: 17 De Lange Street Hornby Christchurch

**Signed for and on behalf of PRIME WEALTH LIMITED**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Signed for and on behalf of the Referring Party**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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