



SERVICE AGREEMENT

This agreement (the "**Agreement**") is made on November 24th, 2011 between FXOpen Investments Inc. with its office at: Plaza 2000, 10th Floor, 50th Street, Panama and Registration number: 702638 DOC 1784605, hereinafter referred to as "**FXOpen**" of the one part and Azman Bin Ali, citizen of Malaysia, passport number A20939582, hereinafter referred to as the "**Service Provider**" of the other part, both referred to as Parties.

WHEREAS FXOpen desires to engage the Service Provider on the terms herein as Service Provider and the Service Provider wishes to provide certain services as Service Provider on the terms herein to FXOpen (hereinafter referred to as the "Services");

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND THE PREMISES HEREIN CONTAINED AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO

as follows:

1. DURATION

This Agreement shall come into effect from the date hereof and shall be undetermined, and may be terminated in accordance with Clause 8 of this Agreement.

2. THE SERVICES

Service Provider is appointed on a non-exclusive basis and shall provide services as are or may be required or prescribed from time to time by FXOpen (hereinafter referred to as "**Services**") including but not restricted to:

- (a) Introduce persons interested in FXOpen services (hereinafter referred to as "**Third Person (-s)**") to FXOpen provided that FXOpen
 - (i) may discretionary decide on whether to establish any contact or business relationship of any kind with Third Persons as introduced by the Service provider or not;
 - (ii) the Third Persons will and do not breach any rule, regulation or public policy principle when (and if) contacting, entering into business relationship of any kind or executing transactions of any kind with FXOpen;
- (b) Describe FXOpen profile and activities in accordance with the information provided to the Service Provider by FXOpen;
- (c) Comply with FXOpen requirements (as may be provided from time to time) in relation to the Services to be provided by the Service Provider;
- (e) Advise FXOpen on legal matters in jurisdictions where the Services are provided, including as pertains to any licensing, certification or similar authorization requirements;
- (f) Provide FXOpen with all necessary and pertinent information with respect to each Third Person.

3. DELEGATION

Service Provider shall bear all costs and expenses with respect to its services. FXOpen shall have the right to discretionarily add, change, modify or delete its services and/or any terms of providing such services at any time.

Service Provider shall remain fully responsible for the performance by itself, by its officers, employees and any other person which is providing services under this Agreement, if any, on behalf of the Service Provider.



4. DEALING WITH THIRD PERSONS

The Service provider and Third Persons selected by FXOpen agree that Third Persons will sign FXOpen's relevant agreements and documentation, whether standard or negotiated as applies in each case (hereinafter referred to as "**Required Documents**") in accordance with FXOpen's practices and policy pertaining to each respective type of business relationship. Third Person shall confirm that it has reviewed the Required Documents, which confirmation may be given by online signature, as determined by FXOpen in its sole discretion.

Third Person and the Service provider confirm that the Third Person has the full capacity and does not breach any agreements, laws and regulations by entering and executing the Required Documents.

5. CONFIDENTIALY

The Service Provider shall keep confidential all information it receives about pertaining to FXOpen's business and activities, Third Persons information and this Agreement (the "**Confidential Information**"). This Clause shall survive the termination of this Agreement.

The Service Provider shall not disclose, and shall prevent its employees and agents from disclosing, in whole or in part, the Confidential Information to any individual or entity, except with the express prior written authorization of FXOpen. The Service Provider shall not use, and shall prevent its employees and agents from using, in whole or in part, the Confidential Information for purposes other than performance of its duties under this Agreement. The Service Provider acknowledges that any breach of this Clause 5 of the Agreement may cause irreparable damage to FXOpen. If such breach occurs, the Service provider shall immediately notify FXOpen and take all steps necessary to remedy such breach of the provisions relating to Confidential Information.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

The Service Provider represents, warrants, and covenants as follows:

- a) It is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in the jurisdiction of its organization and any other country;
- b) It has all requisite authority, under the laws and rules and regulations of the jurisdiction of its organization and in each other jurisdiction in which it conducts business to enter into this Agreement and to provide the services in accordance with the terms of this Agreement;
- c) Third Persons introduced under this Agreement have been selected in a manner that ensures that entering and executing of any respective agreement between such Third Persons and FXOpen complies with applicable laws and regulations;
- d) It is now, and during the term of this Agreement will remain in compliance with all applicable laws and regulations;
- e) It has or will obtain at its own expense all licenses, permits and consents required to conduct its business and to perform its obligations under this Agreement;
- f) It has taken all requisite action to authorize the execution, delivery, and performance of this Agreement and the transactions contemplated herein. This Agreement has been duly authorized, executed, and delivered by the Service Provider and is binding upon and enforceable against the Service Provider in accordance with its terms.
- (d) It shall maintain high standards of business conduct and carry out its business at all times in such a manner as to reflect favorably on FXOpen, its affiliates and any party related to FXOpen, and avoid deceptive, misleading or unethical practices or advertising with respect to FXOpen and the services provided by FXOpen;



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Service Provider hereby expressly acknowledges that this Agreement does not constitute, and shall not be construed as an agency, partnership, venture or employer/employee relationship between the Service provider and FXOpen. The Service provider shall not engage in other business for or on behalf of FXOpen except as set forth in this Agreement and shall not be able to bind FXOpen in any manner without the prior written consent of FXOpen.

Service Provider shall be responsible for analysis of laws and regulations applicable to its Services under this Agreement and to the services of FXOpen, provided to the Third Persons under the respective Required Documentation, and for compliance therewith.

Prior to providing information to the Third Persons about FXOpen services, the provision of which requires obtaining of any license, certificate or permit or compliance with any registration procedure or any other formality, Service Provider shall verify that FXOpen complies with the respective applicable requirements.

Service Provider shall conduct business in its own name and shall at all times comply with the terms and conditions of this Agreement and applicable laws and regulations

7. COMPENSATION

In consideration for the services provided by the Service Provider under this Agreement, the Service provider shall be entitled to a commission (the “**Commission**”) on the business transacted through the Third Person introduced by the Service provider at the rates agreed in accordance with the terms as set out in the document attached as Appendix 1 as amended by FXOpen from time to time.

FXOpen shall credit the Commission (and any other returns) accrued in accordance with this Agreement to the account of the Service Provider in the books of FXOpen (the “**Master Account**”) before the 15th calendar day of the month subsequent to the month in which such a Commission or other returns have been accrued. FXOpen will provide the Service Provider with the monthly statement showing the amount to be credited to the Master Account of the Service Provider for the preceding month through any means FXOpen considers appropriate. The Service Provider shall only be permitted to hold one Master Account with FXOpen. It is hereby stipulated that FXOpen may, at its sole discretion, credit the Commission due and provide the respective reports in increments which are less than once per month.

With respect to Third Persons introduced by the Service Provider who participate in FXOpen’s “**Partnership Program**”, the terms and conditions of which are laid out on FXOpen’s website, FXOpen shall additionally rebate the Service Provider for an amount calculated as per the method set forth below:

The amount payable to the Service Provider shall equal the amount that would be due to the Service Provider under this Agreement if persons, introduced by such Third Person were introduced directly by the Service Provider, less any amount actually due to such Third Person under the then-current terms of the Partnership Program. In connection therewith it is hereby expressly stipulated that:

- a) Calculations set forth above shall be done on the same time period basis, as calculations of Commissions due to the Service Provider under this Agreement;
- b) Should calculations made as per the method indicated above lead to a negative result, the actual amount due to the Service Provider in connection therewith shall be equal to zero;
- c) Calculation of any amounts due to the Service Provider in connection with Third Persons participating in the Partnership Program shall not affect calculation of any Commissions due to the Service Provider;
- d) Calculation and payment of any amounts due to the Service Provider based on participation of Third Persons in the Partnership Program is fully contingent upon maintenance and then-current terms and conditions of said Partnership Program by FXOpen, and FXOpen has no obligations to the Service Provider whatsoever with respect to maintaining any specific terms and conditions of the Partnership Program, or maintaining the Partnership Program as such.



8. INDEMNIFICATION.

Service Provider agrees to indemnify and hold FXOpen, its affiliates, owners, managers, employees, agents, successors and business partners harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) incurred by FXOpen as a result of a claim, law suit, dispute or other legal proceeding brought against FXOpen by a third party arising out of a breach by Service Provider of its warranties and obligations under this Agreement, providing to FXOpen:

- a) Notice of the respective legal proceedings as soon as practicable;
- b) Full control (at the expense of Service provider) of settlement and/or defense of the respective legal proceedings;
- c) All necessary assistance (at the expense of Service Provider) in settlement and/or defense of the respective legal proceedings.

The Service Provider acknowledges that breach of any warranties and obligations under this Agreement may cause irreparable damage to FXOpen. If such breach occurs, Service Provider also agrees to pay promptly to FXOpen all damages, costs and expenses incurred by FXOpen as the result of the foregoing.

9. TERMINATION

This Agreement may be terminated by either party giving to the other 30 days written notice to that effect. FXOpen may terminate this Agreement without written notice to the Service provider immediately upon the occurrence of any of the following:

- (a) The Service Provider ceases for any reason whatsoever to provide the Services as set out in this Agreement or in FXOpen's opinion becomes incapable of providing the Services as set out in this Agreement;
- (b) The Service Provider is in liquidation, insolvency, bankruptcy or the like;
- (c) The Service Provider receives a negative due diligence outcome;
- (d) In FXOpen's view the Service Provider doesn't perform Services under this Agreement actively
- (e) The Service Provider is in breach of any of the terms and conditions of this Agreement; and/or
- (f) Any representation, warranty or covenant made by the Service Provider under this Agreement is not accurate.

The termination of this Agreement by FXOpen shall be without prejudice to: (i) any outstanding or accrued obligations of FXOpen; (ii) any other right FXOpen may have in connection with the event, giving grounds to such termination.

Signed for and on behalf of FXOpen Signed for and on behalf of the Service Provider

Name:

Name:

Date:

Date:

Signature:

Signature:



FXopen
when money makes money

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APPENDIX 1

The Commissions:

Commissions for Market-Maker type of accounts of Third Persons per 1 lot round-trip:

AUD/JPY, EUR/JPY, EUR/USD, GBP/USD, USD/CAD, USD/CHF, USD/JPY, Gold and Silver SPOT	1 pips
Other currency pairs	1.5 pips

Commissions for ECN type of accounts of Third Persons per one million USD traded one-way:
25% from the volume commission charged by FXOpen's for each respective ECN account.

Signed for and on behalf of FXOpen Signed for and on behalf of the Service Provider

Name:

Name:

Date:

Date:

Signature:

Signature: