

## BNFX Introducing Agent Agreement

By applying for an Agent ID with the operators of BNFXTrading.com or Bestecnz.com (the "Company"), the individual or legal entity intending to acquire new customers (the "Agent") hereby accepts the terms and conditions of this Introducing Agent Agreement (the "Agreement") unconditionally.

### 1. GENERAL TERMS

1.1 Any individual or legal entity may be granted the right to act as an Introducing Agent for the Company at the Company's sole discretion. An Introducing Agent shall have the right to carry out acquisition of new customers ("Introduced Clients") to the Company on the basis of and under the conditions provided herein.

1.2 These terms and conditions shall become binding for each Introducing Agent from the moment the Company accepts an Application to become an Introducing Agent. The Company may, at its sole discretion, reject any application for any reason.

1.3 To become an Introducing Agent, an individual, or a representative of a legal entity with the legal right to sign on behalf of the entity, must:

- Complete the Introducing Agent application form on the Company's web site;
- accept these terms and conditions as part of the application submission process;
- send a scanned recognised National identification document, such as a government issued Passport, to the Company's compliance department email address (which is provided during the application process) to aid in the Company's customer due diligence process; and,
- receive an Agent ID number at the email address provided in the Introducing Agent Application form on the Company's web site.

1.4 After an Agent has received his/her/its Agent ID number, the Agent shall be granted the right, in his/her/its own name, to:

- Carry out lawful and internationally compliant advertising campaigns in the interest of the Company;
- Organise events for the acquisition of new Introduced Clients to the Company, provided the events are legal and compliant under the laws and regulations of the country in which they are held and of the country of residence of the Introducing Agent;
- Inform new potential Introduced Clients of the Company's line of business and service offering, the competitive advantages of the Company, and other terms and conditions offered by the Company;
- Communicate any necessary information about the Company to Clients, including the Company's web site address, customer service email addresses, phone numbers, and postal addresses; and,
- Provide news and updates regarding the Company's latest offers, any new terms and conditions, and other attractions, advertised on the Company's web site.

1.5 The Company reserves the right to terminate this Agreement at any time if the Introducing Agent is found to have breached the terms of this Agreement.

### 2. RELATIONSHIP OF PARTIES

2.1 The terms and conditions of this agreement shall not, under any circumstances, constitute an agreement on the formation of a partnership, joint venture, nor any form of employment. The Introducing Agent may only operate and act in

relations with third parties as a Client of the Company, and not in any other capacity. The Agent may not use the Company's name, the Company's logo, or other identifying images (including but not limited to promotional materials, letterheads, and business cards) without the Company's express written consent, with the exception of the cases expressly permitted within this Agreement.

2.2 The Agent may use banners with the Company logo.

2.3 The Agent may use the Company logo on a "broker review" web page or other promotional web page dedicated to the Company for the purposes of raising interest in visitors to become new Introduced Clients.

2.4 The Company shall not, under any circumstances, be responsible for:

- Any actions carried out by the Introducing Agent that are in violation of the provisions of this Agreement and/or the terms and agreements on the Company's web site which were agreed upon as part of the application process;
  - any actions carried out by the Introducing Agent outside the authority granted by the Company;
  - any damages caused by the Introducing Agent to any third party; nor,
  - any complaint lodged against the Introducing Agent for actions which violate the terms of this Agreement or the laws of his/her/its country of residence or the country in which the Introducing Agent has attempted to acquire new Introduced Clients.
- 2.5 The parties are obliged to comply with the provisions set out in this Agreement unless otherwise specified and formalised with the signatures of each party by mutual consent.

### INTRODUCING AGENT OBLIGATIONS

3.1 The Agent must comply with all of the laws and regulations of his/her/its country of residence and the countries in which the Introducing Agent may target in acquisitions of potential Introduced Clients.

3.2 The Agent must inform the Company of any lawful or unlawful interference in the Introducing Agent's activity.

3.3 The Agent must put forth maximum reasonable effort in lawfully acquiring new Introduced Clients for the Company.

3.4 The Agent shall be responsible for the accuracy of the Introduced Client's application.

3.4.1 The Introduced Client must specify the Introducing Agent's Agent ID number in the account application form to be accurately identified as the Agent's Introduced Client.

3.5 The Company reserves the right to register a Client as having been introduced by the Agent at its sole discretion.

3.6 The Agent is expressly forbidden to make use of any dishonest methods of advertising to acquire new Introduced Clients, including but not limited to:

- Advertising on web sites that are in conflict with the laws of the country where the Introducing Agent is located;
- any form of advertising that is in conflict with the laws of the Agent's country of residence;
- any and all forms of SPAM;
- any form of advertising that distorts the nature of over-the-counter foreign exchange trading;
- any form of advertising that could damage the reputation or image of the Company; or,
- any form of advertising that fails to disclose the financial risk associated with trading in over-the-counter foreign exchange contracts and/or similar products.

3.7 The Agent shall not register an organisation (limited corporation, partnership, or any other such legal structure) using the name "Bestec" or "BNFX", nor any intentionally-similar misspelled form of "Bestec" or "BNFX", "Bestec NZ", "Bestec Networks", nor "BestecNFX" or other related trademarks of the Company without the express written and signed consent of the Company's Managing Director.

3.8 The Agent may not use redirects or any other form of forced redirection of web site users to the web site of the Company.

3.9 The Agent is expressly prohibited from accepting funds directly from Introduced Clients. Each Introduced Client must fund his/her/its account in direct transactions with the Company.

### LIMITATION OF AUTHORITY

4.1 The Agent may not assume any responsibility on behalf of the Company nor place the Company under any obligations.

4.2 The Agent may not make guarantees and/or promises on behalf of the Company.

4.3 The Agent acknowledges that the Company reserves the right to amend these terms and conditions at any time. The Company will notify existing Agents of changes with written notification by email within seven days prior to the date on which such changes will take effect.

### TERMS & INTERPRETATION

"Introducing Agent" (the "Agent") shall mean the individual or entity acquiring Clients for the Company in accordance with the terms and conditions in this agreement. ("Introducing Agent" may commonly be used interchangeably with the terms "Introducing Broker" or "IB" and "Referral Agent".) The term "Agent" shall have this meaning (instead of the dictionary definition or any other interpretation) within the context of this Agreement, as well as on the Company's web site and all of the Company's other forms of advertising material.

"Agent Account" shall mean the account opened on the Company's electronic systems for the purpose of crediting the Introducing Agent with compensation.

"Agent ID" shall mean the unique identification number assigned to each Introducing Agent by the Company.

"Introduced Client" shall mean a Client introduced to the Company by the Agent.

"Redirect" shall mean the automatic redirection (transfer) of a web page user to another web page or web site.

"SPAM" shall mean unsolicited mass mailing as well as commercial messages sent to individuals without the recipient's prior consent.

### ENFORCEABILITY

If any part of this document shall be held by a court of competent jurisdiction to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision and the enforceability of the remainder of the terms and conditions in this document shall remain in effect.

**By applying for an Agent ID with the Company, the Introducing Agent hereby agrees to all of the terms and conditions of this Agreement unconditionally.**