



INTRODUCER PROGRAM AGREEMENT

INTRODUCER PROGRAM AGREEMENT

By clicking the box with the title “I have read and agreed to the Introducer Agreement in the Program Participation Form” you agree to the terms of this Agreement with Amana. For purposes of this agreement the term “Introducer” or “Affiliate” refers to the individual or legal entity that applies for and is accepted into the Introducer Program and the term “Amana” includes any and or all of the entities with the names Amana Financial Services, Amana Capital LTD, Amana Capital S.A.L and Amana Financial services (Dubai) Limited unless specifically specified.

Amana and Introducer may be referred within the terms individually as “Party” and collectively as the “Parties”.

WHEREAS this Agreement sets out the terms upon which Introduced Clients may be referred to Amana by the Introducer

And

WHEREAS the Introducer has the necessary knowledge and experience to provide intermediary services to the Introduced Clients that improves the quality of service offered for the conclusion of financial contracts between Amana and potential Clients.

1. DEFINITIONS

“**Account**” means the account created for each Introduced Client uniquely upon completion of an account application at any Site approved by Amana.

“**Introducer**” or “**Affiliate**” means a person or entity that has been accepted by Amana to participate in the Introducer Program according to the terms and conditions of the present agreement.

“**Introducer’s Fee(s)**” means the amount payable to the Introducer by Amana for intermediation services rendered by the Introducer for the conclusion of Client Agreements between Amana and the Introduced Clients identified, targeted and referred to Amana by the Introducer, based solely and exclusively on Amana’s data and calculations as specified in the Report.

The remuneration of the “Introducer” or “Affiliate” will be based on a fixed fee or percentage, agreed between the Parties, per lot on Clients which enter into a Client agreement with Amana further to the intermediary services provided by the “Introducer” or the “Affiliate”.

“Introducer Program” means the program which Amana makes available to certain individuals or entities, pursuant to the terms and conditions of this Agreement, via the Amana’s website, in order to engage the Introducer to act as mediator between Amana and targeted clients for the conclusion of a Client Agreement with the Amana.

“Affiliated Party(ies)” means any of the following: (i) any member of the Introducer’s/Affiliate’s immediate family; and (ii) any individual, corporation, partnership, joint venture, trust, and any other body corporate or unincorporated organization, directly or indirectly controlling, controlled by or under common control with Affiliate.

“Introducer’s Dedicated Section” means the dedicated area on the Site(s) where each Introducer may review relevant report(s), update their profile, create additional Tracker IDs, select Banners and Text Links and other functions that may be added and/or removed at any time by Amana at its sole and absolute discretion.

“Introducer’s Program Application” means a registration form located at a Site, to be completed by an applicant for the purposes of applying to participate in the Introducer Program under which will act as a mediator between Amana and the Introduced Clients for enhancing the quality of service offered to his clients as well as introducing and/or explaining the services offered by Amana to his clients.

“Amana” means Amana Financial Services, Amana Capital LTD, Amana Capital S.A.L and Amana Financial services (Dubai) Limited.

“Amana Marks” means Trademarks, trade names, service names, Banners and Text Links, marketing tools, logos of Amana and its suppliers placed on the Trading Platform or otherwise used with respect to the Trading Platform or the Site(s) by any member of Amana and all similar proprietary rights, together with all translations, adaptations, derivations and combinations thereof, all applications, registrations and renewals in connection therewith, and all rights to corporate names, meta-tags and universal resource locators owned or used by any member of Amana, including without limitation any other mark as may be used by any member of Amana, from time to time.

“Banners and Text Links” means any means of graphics, pictures, animation, artwork or text provided by Amana or a member of Amana to an Introducer (unless otherwise agreed between the parties) which an Introducer solely uses to promote the Introducer Program and/or to hyperlink Introduced Clients from Introducer’s website to any Site.

“Compensation” means the Introducer’s compensation whereby the Introducer shall receive its Introducer’s Fee as set in Schedule A.

“Introduced Client(s)” means any user of the Trading Platform, referred by Introducer, who has the potential to become a qualified Introduced Client or is the holder of an Introduced Open Account. For the avoidance of doubt such Introduced Client must be directed by an Introducer and identified either by a Tracker ID assigned to such Introducer. Further, neither an Introducer nor any of its Affiliated Parties are eligible to become Qualified Introduced Clients under such Introducer’s Tracker ID(s), and should an Introducer or any of its Affiliated Parties register in such a manner, the Introducer will not be eligible to receive the Compensation.

“Client Agreement” means Amana’s Trading Terms and Conditions that a client accepts when he/she opens an account with Amana.

“Marketing Material(s)” means any material provided by Amana (unless otherwise agreed between the parties) and used by an Introducer in order to promote any activity related to Amana or the Site(s), including Banners and Text Links and any other promotional material that an Introducer subsequently uses or develops to refer or hyperlink Introduced Clients from the Introducer’s website to the Site(s), for the purposes of identifying and targeting suitable opportunities.

“Program” means Amana Introducer program, as may be amended from time to time at Amana’s sole and absolute discretion, located at any Introducer Dedicated Section.

“Introduced Open Account” means an account opened by an Introduced Client that has been approved by Amana or a member of Amana on behalf of Amana and is able to be funded and traded.

“Regulator” means the UK Financial Conduct Authority, Cyprus Securities and Exchange Commission (CySEC), Dubai Financial Service Authority (DFSA) and Central Bank of Lebanon.

“Site(s)” means www.amanacapital.com , www.amanacapital.net , www.amanacapital.ae , www.Amanafs.co.uk , www.amanacapital.com.cy and any other website as may be added by Amana, in its sole and absolute discretion, from time to time.

“Tracker(s) ID” means the identification code, which relates to the Tracking URL that Amana provides exclusively to the Introducer, through which Amana tracks and calculates the Introducer Fee.

“Tracking URL” means a unique hyperlink to the Site(s) enabling the Introducer to refer potential Introduced Clients to the Site(s), and which enables Amana to identify the Introducer that has referred such Introduced Client for the purpose of calculating the Introducer Fee.

“**Trademarks**” means any trademark which is not an Amana Trademark and all trademarks (registered and unregistered), service marks and logos displayed on the Site(s).

“**Trading Platform**” means Amana’s technology dedicated for online trading, allowing participants to trade online either in demo or in a live account, and including Amana’s billing, support, retention and promotion services and activities.

Any heading is for ease reference alone and shall not affect the interpretation of the terms.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). References in the singular shall include the plural and vice versa.

In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the Appendix, the provision in the body of this Agreement shall take precedent. Schedules form an integral part of the present terms and conditions.

2. INTRODUCER PROGRAM REGISTRATION

2.1 To register for the Introducer Program, the Introducer must complete and submit to Amana an Introducer Program Application Form. The Introducer Program Application Form is included on the Site(s) and can be completed and submitted through its website.

2.2 Along with the Introducer Program Application Form the Introducer must complete and submit to Amana all required documentation as these are referred in Appendix 2 of the present terms in order for Amana to be able to assess the candidacy of the Introducer. The Introducer shall provide true, accurate and complete information to Amana as may be requested by Amana from time to time. Not accurate and or incomplete submission of the information and documentation requested as provided for in Schedule B, gives Amana the absolute right to withhold any Introducer fee or any other fee under these terms and conditions until such information is received as well as to reject the application of the Introducer to participate in the Program altogether. Notwithstanding the above he Introducer consents to Amana disclosing certain information about the Introducer, including the Introducer’s Fee and performance statistics: (i) where it is required to by law; (ii) to any member of Amana or any of their partners; (iii) to the FCA and any other Regulator or regulatory authorities upon their reasonable request; (iv) to such third parties as Amana deems reasonably necessary in order to prevent crime; and (v) to such third parties as Amana sees fit to assist in enforcing its legal or contractual rights against the Introducer, including but not limited to debt collection agencies and legal advisors.

3. APPROVAL OR REJECTION OF INTRODUCER PROGRAM APPLICATION

3.1. Amana reserves the right to approve or reject ANY Introducer Program Application in its sole and absolute discretion. The Introducer will have no legal recourse against Amana for the rejection of the Introducer Program Application.

3.2. If Introducer is approved by Amana, Amana will inform the Introducer that is accepted and will provide Introducer with a Tracker ID which will be directly linked to the Sites.

3.3 Upon approval the Introducer will be granted with a revocable, non-exclusive, non-transferable, non-sub-licensable and worldwide limited right to direct potential Introduced Clients, to the Site(s), subject to the terms and conditions of this Agreement.

4. REASONS FOR REJECTION

Without limiting the right to reject any application for any reason whatsoever in Amana's absolute discretion, the Introducer Program Application will be rejected if it is incomplete, if the Introducer website contains images or content that is not acceptable to Amana or is inconsistent with the image that Amana wishes to create in association with its Sites or if the Introducer's website contains any illegal, immoral, repulsive, defamatory, derogatory, harassing, harmful, threatening, obscene, vulgar, pornographic, racial or ethnic objectionable materials, depicts sexual situations, promotes discrimination on the basis of race, sex, sexual preference, national origin, ethnicity, nationality, disability, religious preference, or if the Introducer's site contains any material that appears to Amana to violate any patent, trademark, copyright, trade secret, confidential information, or other property rights of any other party.

5. TERMINATION AFTER ACCEPTANCE

5.1 Even after Amana has accepted the Introducer as an Introducer Program member, Amana reserves the absolute right to rescind or terminate the Introducer status for any reason in its sole and absolute discretion, including but not limited to the reasons set forth in clause 4 above.

5.2 Parties agree that Introducer activities must be professional, proper and in full compliance with applicable laws and regulations of the Sites jurisdiction or the Introducer's jurisdictions (including where applied of any anti-bribery and or anti-corruption laws), and the Introducer will be solely responsible for the content and manner of its activities. An Introducer and its website(s), may not be engaged, directly or indirectly, in conduct that Amana, in its sole and absolute discretion, deems to be illegal, improper, unfair or otherwise averse to the operation or reputation of Amana or any Site or detrimental to other users of the Site(s), including without limitation, directly or indirectly:

- (a) operation of an illegal business, site or subscription email list;
- (b) engaging in indiscriminate or unsolicited commercial advertising emails;
- (c) infringement of any third party's software and or other intellectual property
- (d) placing links to any of the Site(s) in Spam or Unsolicited Promotions, banner networks, counters, guest books, IRC channels or through similar internet resources;
- (e) causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program, robot, hidden frames and redirects, and 'bogus' traffic;
- (f) establishing or causing to be established, without the prior written consent of Amana, any promotion that provides any rewards, points or compensation for and any other activity that Amana deems at its sole and absolute discretion to be of similar nature, or that allows third parties to place links to the Site(s);
- (g) manipulation, modification or misrepresentation of any of Amana Marks;
- (h) offering any Introduced Client, whether directly or indirectly, any kind of rebate incentive.

5.3 Amana shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Introducer violating the restrictions of the above clause inoperative, and immediately block the Introducer's access to the Program, with no compensation to such Introducer.

5.4 The Introducer hereby irrevocably waives its rights to, and shall indemnify Amana and any member of Amana for, any claim or demand made against Amana or any member of Amana, their directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Amana.

6. FINANCIAL RESPONSIBILITIES/INTRODUCER FEES

6.1 The Introducer will be fully responsible for all costs and expenses of maintaining and marketing the Introducer Program, including but not limited to all costs associated with the creations, hosting, modification, and improvements to the Introducer's website, costs of search engine placement and other Internet marketing, costs of inserting Amana Banners and Text Links into its website, offline marketing costs, postage costs, and all other costs and expenses, and the Introducer hereby holds Amana harmless from or against the same.

6.2 Amana will be responsible to pay the Introducer the Introducer Fees as these are defined in Schedule A. Amana reserves the right at its absolute discretion to amend the Introducer Fees as it may deem fit from time to time. Notification for the amendment will be sent to the Introducer by email in which case the Introducer will have the right to reject such amendment provided that it notifies Amana with an email within 3 days. In such a case this present Agreement will be considered as terminated and a payment of all relevant Introducer Fees will be made to the Introducer in regards to Introduced Clients

and or Introduced Accounts as per the Introduced Fees valid immediately prior to the amendments.

6.3 Amana will at any time have the right to set off any losses incurred in respect of, or any debit balances in, any accounts (including any account held with a member of Amana) in which the Introducer may have an interest against any sums or other assets held by Amana for or to such Introducer's credit on any other account (including any account held with a member of Amana) in which the Introducer may have an interest. If any loss or debit balance exceeds all amounts so held, the Introducer must forthwith pay such excess to Amana whether demanded or not. The Introducer also authorizes Amana to set off any losses incurred in respect of, or any debit balances in, any account held by such Introducer with a member of Amana against any credit on the Introducer's account(s) with Amana pursuant to this Agreement.

6.4 Each Party will be responsible to pay their own taxes, duties and levies in regards to the payments in consideration made under this agreement.

7. INTRODUCER FEE

7.1 Introducer Fees will be calculated for each Introduced Client and/or Introduced Open Account (as applicable) referred by an Introducer to any Site as specified in the Dedicated Introducer Section of the Site, as updated from time to time in Amana's sole and absolute discretion.

7.2 Amana shall track Introduced Clients' activity for the purpose of calculating the Introducer Fee and such information shall be available to the Introducer in the Dedicated Introducer Section. Unless otherwise agreed between the parties, the Introducer Fee shall be paid on a monthly basis in arrears in accordance with the information set forth in the relevant reports prepared by Amana, within thirty (30) calendar days after the end of each calendar month, after relevant deductions are made concerning transfer fees, bank charges and any other related expenses which will not be borne by Amana. If however the Introducer has reasons to dispute the payment of the Introducer Fee then explicitly must not accept payment of such Introducer Fee and inform Amana in writing within 30 days of payment of the reasons of dispute. Amana will be obligated to investigate the reasons of dispute and inform the Introducer in writing of its findings.

Notwithstanding the above, will Amana pay to an Introducer an amount which at least more than US\$ 250, and in the event that the Introducer's balance at the end of a calendar month is less than US\$ 250, such balance shall be carried over and added to the next month's Introducer Fee respectively.

7.3 Introducer will be entitled to an Introducer Fee only when the Introduced Clients become qualified and are approved to be Amana's clients. Amana reserves the right, in its sole and absolute discretion, to including without limitation, set any baseline, threshold, minimum deposits/earnings and/or other

requirement(s) for qualifying to receive any Introducer Fee set out in this Agreement. Further Amana reserves the right to proceed at any time to any verifications and checks concerning all new Introduced Clients in accordance with the requirements of any applicable law and Amana's internal verification process.

7.4 Introducer Fee will only be paid for Introduced Clients and or Introduced Open Accounts that are tracked through the Amana's online tracking system and indicate the Introducer's website's link as the source. There is no right to payment if client later returns to Amana's Site and becomes Amana's client through another link or source other than through the Introducer's website.

7.5 No Introducer who is non-active, thus has not complied with the requirements set during the registration process as this is defined in clause 2 above (hereinafter "Non – Active Introducer"), will be entitled to receive any Introducer's Fee from Amana. A Non-Active Introducer is not allowed to use any Amana Marks, Banners and Text links and is not allowed to promote on behalf of Amana.

7.6 Notwithstanding any other provisions in the present agreement Amana may, in its sole and absolute discretion, withhold, delay or deny payment of the Introducer Fee in any of the following events:

- (a) Amana has reason to suspect that the Introducer's activity is not in compliance with any applicable laws or regulations.
- (b) Amana has reason to suspect that the Introducer's activity is in breach of this Agreement;
- (c) The Introducer has provided inaccurate and or incomplete information to Amana and or has failed to complete and or deliver any document as may be required by Amana;
- (d) Amana received information that there is alleged infringement of a third party's intellectual property by the Introducer.
- (e) In the event that any activity in the Introducer's account, or in any account which appears to be controlled or managed by the Introducer, is deemed suspicious by Amana in its sole determination. In the event that Amana determines that an activity constitutes fraudulent traffic, Amana shall recalculate or withhold the Introducer Fee, in its sole and absolute discretion.

8. NO REPRESENTATIONS REGARDING INCOME POTENTIAL

Amana makes no representations and warranties regarding potential income that may result from participation in this Introducer Program and specifically disclaims any and all warranties relative to earning potential from the Introducer.

9. REPRESENTATION, WARRANTIES AND INDEMNITIES

9.1 Further and in addition to any other warranty and or representation provided by the Introducer within the present Agreement, Introducer hereby warrants to Amana to have the complete power and authority to enter into this

Agreement and that this Agreement constitutes a valid and legally enforceable agreement. The entry of this Agreement has been duly and validly authorized by all necessary corporate or other organizational actions and approvals. The Introducer's entry to this Agreement is not prohibited by the terms of any document, is not contrary to any law, rule or regulations, and is not in violation of any court or administrative order.

9.2 The Introducer hereby irrevocably waives its rights to, and shall indemnify Amana and any member of Amana for, any claim or demand made against Amana or any member of Amana, their directors, officers, shareholders, employees or against any Site infringement of a third party's intellectual property by the Introducer.

9.3 The Introducer hereby irrevocably waives its rights to, and shall indemnify Amana and any member of Amana for, any claim or demand made against Amana or any member of Amana, their directors, officers, shareholders, employees or against any Site for any direct or indirect fraudulent, deceptive, manipulative or otherwise illegal activity connected to fraudulent traffic constituted through the accounts of Introduced Clients. Further and in addition to any other remedy in law and equity, Amana will have the right to render the Tracking URLs assigned to such Introducer inoperative, and immediately block Introducer's access to the Program, with no payment of any accrued Introducer Fees.

9.4 Notwithstanding the above specific indemnifications, the Introducer hereby indemnifies and holds Amana, and all of Amana shareholders, officers, directors, employees, contractors, Introducers, agents, successors and assigns harmless from and against any and all claims, liabilities, damages, actions, causes of action, suits, threats, demands, settlements, including all costs and attorney fees related thereto, that Amana may incur and which are based in whole or in part upon the Introducer participation in the Introducer Program, any claims that any of the Introducer trademarks and other proprietary material infringe upon the rights of any other party, the Introducer breach of any term, covenants, condition, representation or warranty contained in this Agreement or any policies of participation in the Introducer Program, or any claim related directly or indirectly to the Introducer use, operation or the content of the Introducer's website.

9.5 The Introducer acting as a mediator must provide true and complete information to Amana at all times; including but not limited to, identity, contact information, payment instructions, nationality, residency, participation in affiliate/partner/introducer programs for other websites, the location and nature of the Introducer's intermediation activities carried out for the purposes of introducing, explaining and/or promoting the financial services offered by Amana to Introduced Clients, and any other information that Amana may request from time to time.

9.6 The Introducer will act as a mediator between Amana and his Introduced Clients for enhancing the quality of service offered to his clients as well as introducing and/or explaining the services offered by Amana to his clients. As a mediator, the Introducer will do all that is necessary in order for Amana and his clients to enter into a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between Amana and the client. Such preparatory work will include presentation of the details of the financial products offered by Amana to potential investors, comparison against the respective products of other providers in an effort to convince the potential investor to invest with Amana.

9.7 The Introducer will carry on his/her operations and business as an independent contractor and not as an agent or employee or representative of Amana.

9.8 The Introducer shall not provide any investment advice to his Introduced Clients.

10. RESPONSIBILITY TO LINK TO AMANA'S SITE(S)

10.1. As a Program Introducer, the Introducer will have the obligation to place links on its website directing users to the Amana's Sites. Amana will make available to the Introducer button links, text links, and banner advertisements to be placed on the Introducer's website which will direct users to Amana's website via hypertext link. As a Program Introducer, the Introducer is given a limited term license, during the term of the Introducer's active participation in the Program, to utilize the Amana Marks provided to the Introducer on the Introducer Dedicated Section.

10.2. The Introducer may display the Amana Marks, Banners and Links on the Introducer's website for the purpose of identifying and targeting suitable opportunities for Amana under the Introducer's Program. If the Introducer discontinues its participation or if the Introducer's participation is terminated for any reason, the Introducer will immediately cease using these Amana Marks, Banners and Links and will delete all such materials from its website and from its computer. The Introducer will cooperate with Amana in the establishment and placement of Amana Marks, Banner and Links on the Introducer's website.

10.3. The Introducer will not modify the Amana Marks, Banners and Links or other materials that Amana provided to the Introducer. The Introducer consents to Amana monitoring the Introducer's website to determine continued compliance with this Agreement.

10.4. The Introducer consents to Amana including information relative to traffic from the Introducer's website in Amana reports. This information may be provided to outside parties.

10.5. Introducer is not allowed to place Amana Marks, Banners and links or website content in newsgroups, message boards, unsolicited email and other types of spam, banner networks, counters, chat rooms, guest books, IRC channels or through similar Internet resources without the prior written consent of Amana.

11. ANTI-SPAM POLICY

11.1. Amana strictly forbids the use of unsolicited commercial email (UCE) or SPAM campaigns. Amana maintains a Zero-Tolerance policy against SPAM, be it direct, third party or any Introducer or similar agent acting on the Introducer's behalf. As such, Amana reserves the right to terminate any agreement with an Introducer without notice or compensation based on these reasons.

11.2. Any Introducer found to be involved in a SPAM/UCE campaign, including flooding newsgroups, distributing messages to recipients that do not want the information or any other abuse contravening UCE legislation will be met as follows:

- (a) The Introducer's account will be closed immediately, without burden of notice or compensation.
- (b) A \$1000 administration fee will be incurred against the offending Introducer.
- (c) Amana's Privacy Policy becomes forfeit, and all pertinent information will be provided to any investigating authorities or anti-Spam organizations.
- (d) The Introducer will be held accountable for any monetary damages suffered by Amana, sustained through contravention of this Introducer Program Agreement. This will include, but not limit to punitive damages related to lost clients and brand deterioration.

12. INTRODUCED CLIENTS' PROVENANCE

It is agreed by the Parties that all Introduced Clients who become clients of Amana and open qualified Introduced Accounts through Amana's Sites, regardless of whether they may have reached the Sites through the link from the Introducer's website, are deemed to be Amana's clients and not the Introducer's clients. Amana will have the right to contact these clients and send future marketing to them. All such clients will be subject to Amana's policies, procedures, rules and regulations and the Introducer has no right or authority to amend or offer any different offers relative to the services provided from Amana's Sites.

13. TRADEMARKS AND COPYRIGHTS

13.1. The Introducer will have a non-exclusive, limited term license to use the Amana Marks, Banners and Links provided to the Introducer for use solely on the websites that the Introducer designate in the Introducer Program Application. The Introducer may only use the images that the Amana specifically makes

available to the Introducer Dedicated Section. The Introducer may not distribute, reproduce, modify, and amend, these images in any way. The Introducer may use these images only for the purposes of promoting the Amana's Sites on the Introducer's website, for the purposes of identifying and targeting suitable opportunities for Amana, in compliance with the Introducer Program policies and procedures and the terms of this Agreement. The license so granted is subject to complete compliance with all terms and conditions of this Agreement and any policies the Amana may create and amend from time to time regarding the Introducer Program.

13.2. The Introducer will only use such Amana Marks, Banners and Links in the form, size, content, and appearance that the Amana provided them to the Introducer. The Introducer is not permitted to modify them. The Introducer agrees to display these items prominently on its website. These items may only be used in if they contain a hypertext link to the Amana's Sites. This license shall immediately terminate upon the termination from the Introducer Program. The Amana may also terminate this license upon notice to the Introducer in the event that the Introducer's use of these items is contrary to or does not conform with its standards, such standards to be determined in its sole and absolute discretion. The Introducer agrees that Amana retains all right, title and interest in and to all such materials. Amana will retain all goodwill and other value associated with any of these materials. The Introducer will not gain any trademark, copyright or other proprietary rights to such materials. The Introducer agrees not to take any action that is contrary to or inconsistent with the Amana rights to these materials. The Introducer will not use these materials in any way that is damaging, defamatory, disparaging, derogatory, or negative to Amana or that paints Amana in a false or negative light. Amana may revoke the limited license granted hereunder at any time in writing to the Introducer. Upon termination or revocation, the Introducer will immediately cease from any use of Amana Marks, Banners and Links.

13.3. The Introducer is not permitted to use any other proprietary materials, including but not limited to trademarks, copyrights, logos, text, and any other materials that belong to Amana or to any other party and which may appear on Amana's Sites.

13.4. The Introducer grants to Amana a non-exclusive right and license to use the Introducer's trademarks, trade names, service marks, business names, web page titles, slogans, logos, and copyrighted materials for the purposes of promoting, advertising, announcing, or marketing the Introducer participation in the Amana Introducer Program. The Introducer represents and warrants to the Amana that no other party has any rights in and to any of these materials and that these materials do not infringe upon or otherwise interfere with the rights of any other party. The Introducer represents and warrants to be the absolute, sole and exclusive Amana of all such materials and the Amana of all trademark rights, copyrights, and other proprietary rights in and to the same. The Introducer represents to have the right, power, and authority to license said materials to Amana as aforesaid and that the Introducer is not under any legal or contractually

limitation on the right to so license these materials. Amana has no obligation to announce, advertise, market, or promote the Introducer participation in the Amana Introducer Program, but reserves the right to do the same at its sole discretion.

14. RESPONSIBILITIES

14.1. The Introducer hereby undertakes to introduce prospective clients with regards to the services offered by Amana as specified in the Client Agreement. For the introduction of clients the Introducer will endeavor and will carry out all necessary actions so as for Amana to enter into an agreement with the referred client.

14.2. The Introducer shall assist prospective Clients on completing account registration forms for opening an account with Amana.

14.3. The Introducer shall translate documents, where needed, for Amana as well as explain to his Clients the services offered by Amana. If applicable, the Introducer shall also act as a translator between the Client and Amana.

14.4. Without prejudice to the obligations of the Introducer under this agreement and specifically the service of acting as a mediator between Amana and the prospective client for the conclusion of a financial transaction, including the presentation and analysis of the financial product of Amana, Amana is not responsible and has no liability for any advice or recommendation or decision provided by the Introducer to the client.

14.5. For the Introducer to be eligible for any fees with regards to the Introduced Client, has to meet all requirements set in this Agreement, including further Appendices, as well as the Introducer must ensure that he has mediated so as for the client and Amana to enter into an agreement with the Introduced Client before the Introduced Client opens an account with Amana without Amana utilizing the distinct act of mediation of the Introducer OR the Introduced Client came directly from the Introducer's website and opened an account with Amana. For the avoidance of doubt, the obligations of Introducer under this agreement and specifically the obligations in relation to carrying out all actions necessary in order for Amana to enter into an agreement with the client are not lifted in cases where the clients reach Amana through the website of the Introducer.

14.6. In the case of the Introducer maintaining a website for promoting his business then the following functionalities and information should be included:

- a) A link should be available directing prospective Clients to Amana's Main Website;
- b) Amana's information and/or logo and/or banners are provided to prospective clients.

14.7. The Introducer is required to obtain Amana's approval prior to uploading any information or functionalities relating to Amana and its services. In the case where the Introducer intends to change Amana's information and/or functionalities that were initially provided and approved by Amana, then the Introducer needs to obtain a new approval by Amana before he proceeds with such changes.

14.8. In the event of any disparity between the claim(s) made by the Introducer and Amana with regards to the Introduced Client, Amana shall have the sole discretion in accepting or rejecting the claim(s) of the Introducer.

14.9. Any Introduced Client by the Introducer who opens an account with Amana, will be considered as Amana's Client, and needs to follow the same procedure as any other person who opens an account with Amana.

14.10. Amana may at its sole discretion accept or decline any client introduced by the Introducer.

14.11. Without prejudice to the obligations of the Introducer of the present agreement, whereby the Introducer undertakes to act as a mediator between Amana and the prospective client for the conclusion of an agreement and for presenting, to prospective clients, the financial products of Amana the Introducer shall not direct or influence any Client with regards to his trading or funding facilities unless the client has given written consent to the Introducer to do so and in the form acceptable by Amana.

14.12. The Introduced Client is required to fund their account held with Amana directly from their personal bank account unless otherwise agreed and the relevant documentation is presented and approved by Amana. Amana has the right to return funds only to the same remitter as the funds were deposited, using the same payment method.

14.13. As a mediator, the Introducer is responsible to identify, document and inform Amana accordingly in relation to the investment profile of the prospective clients. In the event of changes to such profiles, the Introducer shall inform Amana of any Introduced Client's profile changes.

14.14. The Introducer is responsible for all matters pertaining to the Introducer own website including its development, maintenance, operation and placing links on the Recipient's site in compliance with the terms of the Introducer Program. The Introducer is completely responsible for all items that appear on its site and for assuring that such items do not infringe upon or violate the rights of any other party.

14.15. Amana is not responsible for any matter pertaining to the Recipient's site or the content thereof and the Introducer holds the Amana harmless and indemnifies the Amana from any and all claims, suits, threats, demands, liabilities, actions, causes of action related in any way to the Recipient's website

and business. Such indemnity includes the Amana costs and attorney fees in defending any such matter. The Introducer represents and warrants to the Amana that its site does not and will not contain any materials that are illegal and that the Recipient's site is not operated for an illegal purpose or in an illegal manner.

15. TERM AND TERMINATION

15.1. The effectiveness of the present agreement and binding effect hereof shall occur upon the Amana acceptance of the Introducer Program Application. This Agreement shall remain in full force and effect until terminated by the Introducer or by Amana. Either Amana or the Introducer may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination in compliance with this Agreement. Notices sent hereunder shall be via Email to the Introducer at the Email address indicated in the Introducer Program Application. Any and all notices to the Introducer via Email at such address shall be deemed to be effective notice to the Introducer for all purposes.

15.2. Each Party will have the right to terminate the present agreement with or without reason with a 7days written notice to the other via email.

15.3. Amana may post a notice to terminate the Introducer Program all together in which case an individual notice to each Introducer of the Program will not be necessary and each member of the program will considered as being dully notified.

15.4. Notwithstanding any other provision of the present agreement Amana may terminate the agreement with the Introducer with immediate effect in the case of any violation of any term hereof and or the Introducer fails to comply with any applicable law or regulation. In this case the Introducer will forfeit all right to receive payments of accrued Introducer Fee.

15.5. This Agreement, without affecting any accrued rights prior to termination of either of the Parties, will terminate immediately and without notice if:

- (a) the other party makes an arrangement with its creditors, cannot pay its debts when they fall due, is declared insolvent or bankrupt or has an administrator or receiver appointed;
- (b) a petition is filed, a notice is given, a resolution is passed or an order is made for or in connection with the winding up of the other party;
- (c) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
- (d) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (e) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

15.6. Upon termination of this Agreement, the Introducer shall no longer be entitled to receive any Introducer Fee with respect to any new Introduced Clients and the Introducer will cease use of, and remove from Introducer's website, all Amana Marks, Banners and Text Links to the Site(s) within seven (7) days from the termination.

15.7. The Introducer shall pay Amana US\$100 for each day such Amana Marks, Banners and Text Links is not removed from Introducer's website by the Introducer. Any domain which contains any of Amana Marks shall be immediately returned or transferred to Amana, at the Introducer's cost, upon termination of this Agreement with Introducer for whatsoever reason. The Introducer shall pay Amana US\$1,000 for each day such domain is not returned or transferred to Amana.

15.8. Clauses 1, 2.2, 8.9, 10,12, 13, 14, 15, 16, 18, 19, 20, 24 of this Agreement shall survive termination, and the enforceability of the terms and conditions of this Agreement as they related to acts and omissions during the period before such termination, shall survive termination.

16. MODIFICATIONS

The Amana reserves the right in its sole and absolute discretion, to modify any terms and conditions of the Introducer Program and the terms and conditions of this Agreement upon notice to the Introducer. Notice of any changes may be given via Email to the Introducer or by posting such changes in the Introducer Dedicated Section of the Amana's Sites. Such changes and modifications will take effect upon transmission of Email or posting on the Amana's Sites. The Introducer may terminate participation in the Introducer Program in the event that any of these modifications are unacceptable to the Introducer and such termination shall be the Introducer sole and exclusive remedy. In the event that the Introducer continues to participate in the Introducer Program following such modifications, the Introducer will be deemed to accept any and all such changes.

17. LIABILITIES

17.1. Amana and or its officers, directors, shareholders, employees. Service providers or suppliers, hereby disclaim any and all warranties and liability related to any downtime or failure for users to be able to access its site or to access its site using the link from the Introducer's website. Furthermore, Amana shall not be responsible for and hereby disclaims any and all warranties related to its sites, the Introducer program, the Introducer participation in the Introducer program, the Introducer ability to make any commissions or otherwise profit through participation in this Introducer program, including but not limited to any warranties of fitness for any particular purpose or merchantability, non-infringement, or any claim made based upon Amana's course of dealing or usage of trade. Amana does not represent or warrant that its sites or any application, including but not limited to its link tracking features, will be error free or that they will function without interruption.

17.2. Amana and or its officers, directors, shareholders, employees, service providers or suppliers shall not be responsible for any direct or indirect damages or liability of any nature, including but not limited to incidental, consequential, indirect, or special damages, loss of profits, lost business opportunity or any other damages; regardless of whether Amana was or have been advised of the possibility of the same and took no action to prevent the same.

17.3. Without limiting the forgoing, Amana's total liability for any damages arising hereunder shall never exceed the total Introducer Fee paid and payable by Amana pursuant to the terms hereof.

18. CONFIDENTIALITY

In the event that any information is disclosed to the Introducer through the Introducer participation in the Introducer Program related in any way to Amana and its business which Amana deems to be confidential and proprietary, the Introducer agrees to hold such information in the strictest of confidence and not to disclose such information to any other party or to use any such information for the Introducer own purposes. Confidential information will include any information regarding Amana changes or modifications to this Agreement or this Introducer Program (which Amana shall have no obligation to make) or any special treatment that the Introducer may receive (which Amana reserves the right to provide in its sole discretion to any other Introducer). Confidential information shall also include any and all information related to Amana's business, business plans, marketing plans, user statistics, financial information, pricing, profits, membership information, affiliations, sales information, and all other information which Amana considers to be confidential and proprietary.

19. GOVERNING LAW

This Agreement shall be interpreted under English laws. Any and all legal actions relative hereto shall be in the exclusive jurisdiction of the courts of England.

20. RELATIONSHIP OF THE PARTIES

The parties hereto are independent contractors and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners, joint venturers, shareholders, employer/employee, agent/servant. The Introducer has no power or authority to bind Amana to any obligation, agreement, debt or liability. The Introducer shall not hold itself out as an agent or representative of Amana.

21. NOTICES

Notices to either Party will be considered as dully served if made by Email addressed to the Email addresses that the Parties will exchange during the

acceptance process. Amana reserves the right to notify the Introducer by posting such notices on the Introducer Dedicated Section. It shall be the Introducer responsibility to check the Introducer section of the Amana website periodically to monitor all notices set forth thereon.

22. ASSIGNMENT

This Agreement is only for the benefit of the Introducer. The Introducer shall have not right to assign this Agreement or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

23. PRIVACY

23.1. The Introducer acknowledges that by participating in the Program, the Introducer will be providing Amana with personal information within the meaning of the relevant Data Protection legislations in all jurisdictions Amana operates or any subsequent legislation governing data protection, which may be shared with a third party service provider(s) for identification verification purposes, or other authentications or validations Amana deems necessary or appropriate. The Introducer acknowledges and consents to Amana and/or any member of Amana processing all such information for the purposes of performing this Agreement and administering the relationship between the Introducer and any member of Amana. The Introducer consents to Amana 's processing and disclosing such information in accordance with Amana 's privacy policy as published on Amana 's Sites as may be updated from time to time.

23.2. The Introducer authorizes Amana or its agents acting on its behalf, to carry out such credit and identity checks as Amana may deem necessary or desirable. The Introducer acknowledges and agrees that this may result in the Introducer's personal information being sent to such agents, who may be within or outside the European Economic Area. The Introducer agrees that Amana and/or Amana will be permitted, if so required, to furnish relevant information concerning the Introducer or the Introducer's account to any person who Amana believes to be seeking a reference or credit reference in good faith.

24. ENTIRE AGREEMENT

24.1. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, understandings, agreements, representations, warranties or covenants between the parties related to the subject matter hereof. This Agreement may only be amended by a writing signed by the authorized representative of each of the parties, except as otherwise set forth herein. Any waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent or other breach or default and shall not serve to modify the agreements set forth herein.

24.2. If any provision or term of this Agreement is held to be invalid for any reason, it shall not affect the enforceability of the remainder of this Agreement or any other term or condition of this Agreement.

24.3. Failure by Amana to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

AMANA

RECIPIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

SCHEDULE A

Commission Rate Structure

[INSERT TERMS OF COMMISSION PAYMENT]

SCHEDULE B

Documents and Information needed from the Introducer as per Paragraph 2.2 of the present Terms and Conditions.

(a) For an Individual:

- (i) copy of a valid photographic identification card;
- (ii) full name;
- (iii) any national identity number, tax identification number, or social security number;
- (iv) date of birth;
- (v) nationality;
- (vi) Occupation
- (vii) address of residence;
- (viii) contact information (telephone, email, etc.);
- (ix) location and nature of marketing activities;
- (x) Passport
- (xi) copy of a recent bank statement (not older than 3 months from the date of the Program Participation Form) showing the name and address of such individual; and
- (xii) bank details for commission remittances, including: name on bank account, bank account number and sort code or IBAN, bank name and address.

(b) For a company:

- (i) registered name;
- (ii) company identification number or tax identification number;
- (iii) country of registration;
- (iv) registered office address in the country of registration;
- (v) certificate of incorporation/organization and articles of association/incorporation/organization;
- (vi) business address if different from registered office address;
- (vii) VAT registration or other sales tax reference number, or confirmation that the entity is not so registered;
- (viii) regulatory/licensing registration number, if applicable;

(ix) names of directors/partners;

(x) copy of a valid photo identification card of the main executive director and/or partner including name, address and date of birth;

(xi) copy of a valid photo identification card and details of beneficial Amana(s) of 25% or more of the share capital of the company, including name, address and date of birth; and

(xii) bank details for commission remittances, including: name on bank account, bank account number and sort code or IBAN, bank name and address.