



Introducing Broker/Agent Regulations

Version: February 2009



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1. General provisions

1.1. In accordance with the terms and conditions of the Regulations a Customer of the Company that signed the Customer Agreement with the Company and uses a trading account to trade on FOREX (within the frames of these Regulations, hereinafter referred to as the Introducing Broker/ the IB) has a right to attract new customers (hereinafter referred to as the Customers) for the Company, on the basis and under the conditions provided herein.

1.2. These Regulations alongside with the Terms of Business for Caya Trading (hereinafter – the Terms of Business), the Terms of Business for Caya Web Trader and Caya Web Trader Pro, Regulations for Non-Trading Operations (hereinafter – Regulations for NTO) and the Risk Disclosure are an integral part of the Customer Agreement.

1.3. Terms and conditions of the Regulations are binding for each customer of the Company from the moment the Customer accepts the terms and conditions of the Customer Agreement with the Company.

1.4. Once the terms of these Regulations are accepted the IB in his own name and for Remuneration should:

- hold the advertising events in favour of the Company;
- hold the events not conflicting with the legislation of the country of residence and aimed at the attraction of new Customers;
- inform new Customers about the Company's activity and services, advantages and others;
- notify new Customers of all the necessary information about the Company, including the addresses and contact requisites of the Company, common and special terms of services;
- introduce the Company's web-site www.Caya.com and its structure, refer to the documents and information placed on this web-site, comment and explain it.

2. Interaction of the Parties

2.1. Under no circumstances these Regulations are considered to be a Partnership, joint venture and/or employer-employee relationship. The IB may operate and introduce itself in interaction with the third parties only as a customer of the Company and not in any other capacity. The IB may not use the name of the Company, the logo of the Company, etc. anywhere including advertising materials, forms, business cards, announcements and publications without a written consent from the Company.

2.2. Under no circumstances the Company is responsible for:

- 2.2.1. any actions of the IB carried out with breach of the Regulations and /or the Customer Agreement provisions;
- 2.2.2. any actions of the IB carried out outside the limits of its authority provided by the Company;
- 2.2.3. any losses of the third parties caused by the IB;
- 2.2.4. claims to the IB resulted from its failure to comply with clause 3.1. hereof.

2.3. The parties agree to comply with the provisions provided in these Regulations and /or the Customer Agreement, unless otherwise specified and signed by the parties under mutual agreement.

3. Obligations of the Introducing Broker

3.1. The IB agrees to act in compliance with the legislation of the country of its residence.

3.2. The IB agrees to notify the Company immediately about any intervention by right or without a right in its activity.

3.3. The IB agrees to use best endeavors to attract new customers for the Company.

3.4. The IB is responsible for accuracy of customer's application form and authenticity of the data provided by the customer. A Customer is considered to be attracted by the IB provided one of the following conditions is observed:

- 3.4.1. the Customer indicates IB's ID upon trading account registration;
- 3.4.2. the Customer registers a trading account via a special link provided by the IB. In this case the IB's ID is entered automatically if this Customer has never had any trading accounts at Caya.

3.5. The Company reserves a right to register a customer as attracted by the IB provided the IB may prove the fact of attracting this customer and explain the reason why the customer's registration was not carried out in compliance with clause 3.4. hereof.

3.6. The IB is entitled to accord all and every advertising material including the business cards of the IB if necessary to use the advertisement and/or the advertising products within fulfillment of obligations under these Regulations.

3.7. The IB agrees not to use unprincipled types of advertising to promote its activity. In particular it is prohibited to use:

- 3.7.1. active promotion;
- 3.7.2. advertising on amoral (including pornographic) websites;
- 3.7.3. advertising on websites breaching the IB's country of residence legislation;
- 3.7.4. spam;

3.7.5. advertisements with deliberate misleading description of the services provided and also deliberate nondisclosure of the risks and information about the services provided to customers;

3.7.6. advertisements containing inauthentic information or breaching legislation of the IB's country of residence;

3.7.7. anything that may bring harm to the positive image of the "Broker";



3.7.8. any other types of unprincipled advertising.

3.8. The IB is prohibited from:

3.8.1. registering and/or using the domain names containing a part of the word of the whole word Caya or another version of this word, for example: Caya , Kaia, Caia etc..

3.8.2. Register an organization and/or use the word Caya, its any part and other version of writing this word.

3.9. The IB is strongly prohibited to use the Contextually Targeted Advertising i.e. Yandex. Direct, Begun, Google Adwords and any others, using the direct URL of the Company's web-sites (www.Caya.com, etc.) with the Partner's link www.Caya.partner_id=xxxx. Use of redirecting and any other forced redirecting of users to the official Company's web-sites are strongly prohibited.

3.10. The IB is prohibited from money relations with customers (including accepting money, payment and bank cards, etc.) since the Company is fully responsible for this part of work.

3.11. The IB agrees to keep confidential Company's activity and/or the information that the IB becomes aware of in accordance with the requirements of these Regulations.

3.12. The IB agrees to inform the Company about all the facts and circumstances, it becomes aware of, that may result in undesired consequences (risks) for the Company.

3.13. The IB is prohibited from commission/revenue sharing relations with customers that are already introduced to the company (including by the IB's Customers).

3.14. Should customers assert claims to the Company connected with activity of the IB, the IB agrees to settle all the claims of such customers on its own.

3.15. Introducing Broker Abusive technique – misleading accounting and reporting, deception or misguidance regarding the Commission's calculations, introducing the same clients under different identities, fraudulent coordination and conspiracy between introducing agents and mystification regarding crediting the source of client's introduction are strictly forbidden.

3.16. The concept of "double introduction" , "fraudulent coordination", or taking erroneous advantage of the introducing broker program creating irreversible damage to the company. Caya does not permit the practice of such on the Caya online facility. Transactions that rely on such opportunities may be revoked. Caya reserves the right to make necessary corrections or adjustments on the accounts involved.

3.17. Compensations that rely on fraudulent or erroneous introduction activities may at Caya sole discretion is subject to Caya intervention and Caya approval of any orders or compensation. Any dispute arising from such compensation claims will be resolved by Caya in Caya sole and absolute discretion.

3.18 In the event that Caya determine, at Caya's own discretion, that abusing introduction technique has been used, Caya reserve its right to take action as it see fit, including completely blocking access to the Service, terminating the user account and seizing all funds held in the associated user account.

4. Rights and Obligations of the Company

4.1. The Company agrees to provide the IB with necessary assistance in executing the mission stipulated hereby.

4.2. The Company agrees to pay bonuses to the IB in the amount and under conditions stipulated hereby.

4.3. The Company is responsible for dealing operations and settlement. For settlement verification the IB may ask his Customer to provide a report. On its basis the IB may appeal to the settlement made by the Company. The Company does not provide reports on the customers attracted by the IB.

4.4. The Company has the right to control the IB activity in functions and obligations performing under these Regulations.

4.5. The Company has the right to ask and get the detailed report about the IB's obligations fulfillment under these Regulations.

5. Limitation of IB's Authority

5.1. The IB does not have a right to do the following without prior written consent from the Company:

5.1.1. assume responsibility on behalf of the Company or put the Company under any obligations;

5.1.2. publish or assist in any advertising publications related to the Company in mass media; also publish and distribute any articles and letters related to the Company or assist in writing of such articles and letters in any newspapers, magazines and other periodicals, Internet blogs and forums;

5.1.3. give any guarantees and/or promises, make any claims in relation to any payments under any contracts and/or agreements concluded by the Company.

5.2. The IB, entering into relations with customers, agrees to inform the interested persons and customers about its IB status and powers. Since the IB is an intermediary, it is the Company who carries out all actual actions necessary for conclusion and execution of Customer agreements with the customers, also it enters into actual interaction with them, prepares and signs all the required documents.

5.3. The IB does not have a right, in its own name and/or on behalf of the interested person, to register a new user in the system of the Company and /or accept Customer agreements on behalf of customers, use personal logins, passwords and possibilities of personal areas of the Company's customers. The IB agrees to inform the Customer that the customer does not have a right to provide the third parties with the registration data (login and password) required for authorization on www.Caya.com and agrees to keep them secure and confidential. Within the terms of the Customer Agreement all actions related to the execution of the Customer Agreement and/or to usage of login and password of the customer are considered to be executed personally by the customer. The Company does not bear responsibility for unauthorized use of the registration data of the customer by the third persons.



5.4. Under no circumstances the IB has a right to:

5.4.1. accept from customers and/or give out to customers money. All settlement payments with customers are made by the Company.

5.4.2. Act as an IB on behalf of any third parties.

5.5. Limitations stipulated by clauses 5.1.-5.4. hereof are in force within the effective period of the Regulations and within 5 years after its termination or cancellation.

5.6. Should as a result of the IB's failure to comply with conditions of the Regulations (including unauthorized actions or claims of the IB) there will be filed lawsuits against the Company, all the losses suffered by the Company are to be compensated by the IB in the full scale. Losses are understood as expenses that the Company incurred or will incur restoring its rights and interests (real losses) as well as non-derived income that the Company would have gained in usual business intercourse should its rights and interests were not infringed (lost profit) when valuable interests or business reputation of the Company were violated as a result of failure to execute or improper execution of obligations by the IB under these Regulations. The IB does not have a right to dispute the amount of loss claimed by the Company for compensation.

5.7. Should the IB break conditions of these Regulations, the Company reserves the right to block the trading account of the IB until all losses, suffered as a result of breach of the conditions hereof, are compensated. The Company has a right to cover losses inflicted by the IB by the money payable to the IB under these Regulations and also under the Customer Agreement and its integral appendices.

5.8. The IB, his relatives or affiliates cannot act as the IB's customers. In case any data of the IB and his Customer coincide (such as passport data, address, telephone, e-mail, ip-addresses, etc.), this Customer's login will be excluded from the IB's customer list, and no bonuses will be paid for it. The accounts, traded from one ip-address, are considered as one active account. Should the ip-address of a Customer coincide with the ip-address of the IB such accounts are considered as affiliated and no bonuses are payable for them.

6. Bonuses of the IB

6.1. Each month the Company pays out bonuses for every single account of the Customer attracted by the IB, in the amount stipulated by clause 6.3. hereof.

6.2. Bonuses of the IB are calculated for every single account of the customer attracted by the IB and are credited to the trading account of the IB (hereinafter – the Account) in one of the following ways:

6.2.1. from Caya .typical accounts on a real-time basis: bonuses are credited to the IB after each complete transaction made by the customers attracted by the IB, taking into account the requirements of clause 6.7. hereof;

6.2.2. from Caya .mini accounts on a daily basis: in this case all complete transactions made by the attracted customers during the settling-day are considered, taking into account the requirements of clause 6.7. hereof;

The mode of bonus calculation is at the discretion of the Company.

6.3. Bonus of the IB equals up to 25% of the spread for each complete transaction (position that was opened and then closed) made by the attracted customer.

6.4. Settlement period is understood as a calendar month. The IB has a right to submit a request for withdrawal of the bonus money from its Account anytime within the month following the settlement month. The request is submitted only via the Personal area on the Company's website. The request is to be processed by the Company within 10 (ten) business days from the date it is received, provided the amount of the bonus added for the settlement period and payable to the IB is not less than 5000 USD.

Should the sum of the bonus payable to the IB for the settlement period be less than 5000 USD, the bonus is not paid.

The bonus added at the end of the following settlement period is increased for the sums of the bonuses not paid out on the grounds stipulated by this clause of the Regulations.

6.5. The Company starts adding and paying bonuses to the IB under the condition stipulated by clause 6.1. hereof, i.e. the IB has 3 active accounts opened by the attracted customers. Active account is understood as an account that has at least one transaction per month.

6.6. Should by the end of the year, from the date of the Regulations acceptance, the IB have less than 10 active accounts and the amount of all deposits of the customers attracted by the IB be less than 50 000 USD, the IB loses a right for bonuses until the figures, stipulated by this clause, are achieved.

6.7. The Company does not credit any bonuses for the positions conforming to the following terms:

6.7.1. position is closed less than ten minutes after opening;

6.7.2. position is closed with profit or loss less than 1 spreads.

6.8. The Company has a right to introduce at its sole discretion amendments to the conditions of bonus adding and payment keeping with clause 10.4. of the Regulations.

6.9. Bonuses indicated in clause 6.1. hereof are the only payment to the IB and the IB may not claim for another remuneration.

6.10. The IB accrues the right to withdraw the bonus sum from the Account only provided the Account is activated by the personnel of Branches Department of the Company.

7. IB Registration Procedure

7.1. To activate an account the IB is to:

7.1.1. fill in the application form (Introducing Broker Application Form) on the Company's website.

7.1.2. Receive login (Introducing Broker's ID);

7.1.3. Accept these Regulations and send a copy of the IB's passport to the e-mail address of the Branches Department, indicated on the Company's website.



7.2. After the documents, indicated in clause 7.1.3. of the Regulations, are received by the personnel of Branches Department of the Company, the IB's account is activated. A message informing that the account is activated is sent by the personnel of Branches department of the Company to the IB's e-mail address indicated in the IB's Application form.

7.3. In cases stipulated by clause 7.2. of these Regulations relevant notifications are sent by the personnel of Branches department of the Company to the IB's e-mail address indicated in the IB's Application form.

8. Guarantee commitments

8.1. The IB guarantees:

8.1.1. that it has the required capacity and authority to accept these Regulations;

8.1.2. to attract new customers.

8.2. The IB guarantees fulfillment of its obligations.

8.3. The IB agrees to compensate losses and prevent indebtedness to the Company and its personnel without any claims, demands, suits, expenses, losses, charges (including litigation expenses) and fines that may arise as a result of the IB's guarantee commitments breach.

9. Contract Term

9.1. These Regulations come into force for the Customers of the Company from the date of its acceptance by the IB and terminate from the moment the Customer agreement ceases to be effective.

10. Force-majeure

10.1. None of the Parties hereof is liable for complete or partial failure to fulfill its obligations should the failure result from force-majeure circumstances (floods, fire, earthquake and other acts of God, as well as war or different military operations, blockade, government regulation and other unavoidable cases of emergency independent from the Parties).

10.2. The Party, that fails to fulfill its obligations, agrees to inform immediately, not later than 5 bank days from the moment such circumstances occurred and ended, the other Party in a written form about the onset, expected duration and cessation of the foregoing circumstances.

10.3. Facts, stated in the notification, are to be proved by a competent body or organization of the relevant country. Failure to notify or untimely notification deprives the Party from its right to refer to any of the foregoing circumstances as a ground releasing from liability for failure to fulfill its obligations.

10.4. Should impossibility of complete or partial fulfillment of obligations last for more than 3 months, the Agreement is automatically cancelled.

11. Miscellaneous

11.1. Should there arise a disputable situation with customers attracted by the IB, decision of the Company is considered to be conclusive.

11.2. Should one of the Parties not raise a demand for obligations fulfillment, the other Party hereof is not discharged from fulfillment of its obligations under this Agreement, as well as it does not mean refusal from obligations.

11.3. In case of discrepancy, the English version of these Regulations is considered to have priority above the texts of these Regulations in other languages.

11.4. The IB acknowledges that the Company has a right to amend separate clauses of these Regulations any time having previously notified the IB in a written form 7 (seven) calendar days in advance before such amendments are introduced. Any such amendment comes into force on a date stated in the written notification.

11.5. Written notification under this agreement is understood as one of the following means of communication:

11.5.1. e-mail;

11.5.2. post;

11.5.3. announcement in the "Company news" column on the Company's website.

11.6. The Company will use the IB's contact information, e.g. address, e-mail etc., indicated in the IB's Application form or the latest updated contact information of the IB after its relevant written notification.

11.7. Any correspondence (documents, announcements, notifications, confirmations, reports etc.) is considered to be received by the IB:

11.7.1. in one hour after it has been sent to the e-mail address indicated in the Application form of the Introducing broker;

11.7.2. in seven calendar days from the moment the posting is sent;

11.7.3. in one hour after the announcement is posted in the "Company news" column on the Company's website.

11.8. The IB agrees to inform the Company immediately about changes in its contact information indicated in its IB Application form. Notification may be sent by post, e-mail, facsimile or other communication facility that allows to:

11.8.1. inform the Company immediately;

11.8.2. identify with certainty that the notification comes from the IB.

11.9. For the avoidance of doubt and without any exception: the IB must always perform in his own name, but not on the Company's behalf. The beginning of any relations on the Company's behalf is the howling breach of these Regulations involving its termination and cancel of any payments and compensations to the IB.



11.10 If the IB breaks clauses 3.8. and 3.9. or any other clauses of these Regulations the Company may estimate it as a howling breach of these Regulations involving its termination and cancel of any payments and compensations to the IB.

Accepting these Regulations the IB confirms that:

- It read and understood the terms and conditions of the Regulations;*
- all the terms and conditions of the Regulations are understood and accepted in the full scale;*
- there are no circumstances that may prohibit from the Regulations acceptance.*

Caya NZ Limited
February, 2009