



**Alpari**

**Introducing Partnership  
Agreement**

**October 2024**

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## 1. INTRODUCTION

- 1.1. This Agreement is entered by and between the Company and the individual who has completed the application to become an Introducing Partner. The Company and the Introducer shall sometimes be referred to jointly as the **"Parties"** or separately as the **"Party"**.
- 1.2. This Agreement governs the contractual relationship between the Introducer and the Company, by which the Introducer can, subject to the present terms and conditions, be remunerated for introducing Clients or Sub-Introducers to the Company.
- 1.3. The Introducer is engaged in the business of introducing Clients or Sub-Introducers in respect of Investment Transactions and agrees to act as a mediator between the Company and Clients for the purposes of carrying out all the necessary preparatory work for the conclusion of an agreement between the Company and a Client (the **"Business"**).

## 2. INTERPRETATION OF TERMS

- 2.1. For the purposes of the present Agreement, the following terms shall be interpreted as follows:

**"Account"** means any trading account opened with the Company.

**"Active Client"** means a person who has been accepted as a client of the Company and made a minimum of one Completed Transaction during the timeframe specified in the Introducer's panel.

**"Agreement"** means this Introducing Partnership Agreement.

**"Approved Client"** means a person who has been accepted as a client of the Company.

**"Ask"** means the higher price in the Quote being the price at which the Client may buy.

**"Balance"** means the total financial result of all Completed Transactions and depositing or withdrawal operations on the trading account.

**"Bid"** means the lower price in the Quote being the price at which the Client may sell.

**"Business Day"** means any day between Monday and Friday, inclusive, on which clearing banks in the jurisdiction of the Company are open.

**"Calendar Week"** as defined by International Standard ISO 8601 where Monday is the first day of the week.

**"Client"** means any person, whether an individual or a company, who has been or is being introduced by the Introducer to the Company and with whom the Company enters into a client agreement.

**"Company"** means Alpari (Comoros) Limited registered in the Autonomous Island of Mohéli – Comoros Union with Registered No. HY00423015, trading as "Alpari Partners" or "Alpari".

**“Company Products and Services”** or **“Services”** means trading financial instruments offered by the Company, including all CFDs on foreign exchange, commodities, spot metals, stock, Indices, and cryptocurrency **but excluding all cash equities**.

**“Completed Transaction”** means two counter deals of the same size (opening a position and closing a position) above 60 seconds; buy then sell and vice versa.

**“Confidential Information”** means any information in any form concerning the Business, accounts, finances, research projects, pricing policy, future business strategy, marketing, tenders, price sensitive information, employees and officers, current and planned products, Intellectual Property and trade secrets and any other plans and strategy of the Company, including any information relating to the business and financial affairs of a party to this Agreement which that Party may make available to the other in connection with or pursuant to this Agreement and whether or not such information is marked confidential.

**“Discretionary Services”** means opening or closing positions or placing, modifying or deleting Orders on behalf of a Client on a discretionary basis and all other actions that may be undertaken by a Client under the Operative Agreements with the Company that the Introducer carries out on the Client’s behalf.

**“Dormant or Inactive Account”** means Introducer’s account where the Introducer has not introduced any Clients or where the Introducer’s Clients have not transacted with the Company for a period of six (6) consecutive months.

**“Effective Date”** means the date when the Introducer agrees to the terms and conditions of the present Agreement.

**“Existing Client”** means a Client who either, already has a trading account with the Company when the Introducer solicits the Client for the first time, or a has been introduced by the Introducer and opened a trading account with the Company.

**“Intellectual Property”** or **“Proprietary Property”** means trademarks, services marks, business names, trade names, domains, logos, get-up, inventions, copyright, rights to and in trade secrets and other Confidential Information and know-how (whether or not any of these is registered or capable of registration) together with all pending applications for, and renewals and extensions of, and all rights to apply for registration or other protection of, or to claim priority in relation to, any of the foregoing and to the right to sue for past infringements thereof; and all other intellectual property and neighboring rights and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing in any part of the world.

**“Introducing Partner”** or **“Introducer”** means any independent person, whether an individual or a company, acting in the course of business and engaged in introducing prospective Clients or Sub-Introducers to the Company for transactions in the Company Products and Services.

**“Introducer’s Panel”** or **“IB Portal”** means the secure Introducer interface area (or backend) where all Introducers login to view all their data, get Introducers’ or Sub-Introducer’s links, view statistics, complete or update their payment profile and access promotional tools.

**“Introducer’s Partner link”** means the unique link or personalized ID which is used to identify Introducer activities and introduce Clients to the Company.

**“Minimum Client Activity”** means a minimum monthly net deposit (i.e., total deposits less withdrawals) threshold of an amount to be provided by the Company in writing for both Unlinked Clients, Sub-Introducers and Approved Clients introduced in accordance with the Sub-Introducer Agreement as of the Effective Date and within the period which this Agreement remains active.

**“Operative Agreements”** means the agreements entered by the Client and the Company that govern all trading activity of the Client as these may be found on the Website.

**“Partner Level”** means the hierarchical classification of a Sub-Introducer in relation to the current Introducer (also known as the Master). The levels are defined as follows:

- **Sub IB Level 1:** This level indicates that the Master has directly introduced a Sub-Introducer.
- **Sub IB Level 2:** This level applies when a Sub-Introducer has introduced another Sub-Introducer, establishing a secondary tier in the hierarchy relative to the Master.

**“Payment Cycle”** means the timeframe specified in the Introducer’s Panel, and it implies the period within which Introducer’s Compensation is accrued and identified as Unsettled Rebate and subject to be released at the end of the Payment Cycle. Upon release/payment into the Introducer’s Wallet, the rebates will be reclassified as Settled Rebates. When the Payment Cycle is Weekly, the definition of Calendar Week shall apply.

**“Promotional Material”** means promotional, advertising, communication and educational materials that relates to the Company, its products and services or relates to the introduction of a Prospective Client or Transaction in an Existing Client’s Trading Account and were provided to an Introducer on the Website for the purpose of the present Agreement or made by an Introducer based on prior Company’s consent. Promotional materials include, but is not limited to, published written texts, images, SMS, training materials, logos, banners, promo links, trade names, trademarks, including, without limitation any promotional marketing giveaways or similar identifying material, audio and video material, computer-based material, web sites, display panels and similar.

**“Rebate Tier”** means the respective performance tier where all conditions have been satisfied in the Reward Program.

**“Spread”** means the difference between Ask and Bid.

**“Sub-Introducer”** means another individual introduced to the Company by the Introducer.

**“Sub-Introducer Agreement”** means the Introducing Partnership Agreement entered into by the Company and Sub-Introducer.

**“Territory”** means such countries/regions where the Introducer has introduced Clients or Sub-Introducers to the Company.

**“Trading Account”** means the unique personified registration system of all completed Transactions, open positions, orders, and deposit/withdrawal transactions in the Trading Platform.

**“Transaction”** means any contract or transaction entered or executed by the Client or on behalf of the Client arising under the Operative Agreements.

**“Turnover”**, alternatively known as “Volume,” means the total monetary value of all Completed Transactions executed during the timeframe specified in the Introducer’s panel, calculated using the closing price and the number of lots at the time of closing. Turnover is typically expressed in millions (M\$) of United States Dollars (USD).

**“Volume (lots)”** means the sum of completed Standard lots traded round turn and shall exclude from the calculation of Volume (lots) all transactions opened and closed in less than or equal to 60 seconds, during the timeframe specified in the Introducer’s panel, by the Clients referred from the Introducer.

**“Wallet”** means the Introducer’s wallet where settled rebates are deposited at the end of the payment cycle and funds are made available for the Introducer to withdraw using any of the available Payment methods or External wallets.

**“Website”** means [www.alpari.com](http://www.alpari.com) or any such other website as the Company may maintain from time to time for access by Clients.

- 2.2. Unless otherwise provided in this Agreement, capitalized terms used but not defined shall have the meaning ascribed to them in the Operative Agreements.

### **3. COMMENCEMENT**

- 3.1. This Agreement shall bind the Introducer on the Effective Date and the Company on the day of approval of the Introducer and shall continue until terminated by either Party in accordance with Clause 9 herein below.

### **4. INTRODUCER’S PARTICIPATION CONDITIONS**

- 4.1. In order for an Introducer to be considered for participation by the Company in the Introducer Program, the Introducer shall complete and submit the registration application, accept these terms during the registration application, complete his/her personal details within the IB portal and provide any additional information and/or documents required for compliance purposes within the Introducer Panel on the Website.
- 4.2. The Introducer undertakes to have the full right, power, and authority to enter and be bound by this Agreement and to perform the obligations under this Agreement, without the approval or consent of any other party or confirms to be qualified under any applicable regulatory requirements to offer the services mentioned in this Agreement.
- 4.3. If the Introducer is a company or a legal entity, then the person agreeing to this Agreement on behalf of that company or entity hereby represents and warrants that s/he shall be authorized and lawfully able to bind that company or entity to this Agreement and the Company shall have the full right, power and authority to enter into and be bound by the

terms and conditions of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other third party.

- 4.4. The Introducer represents and warrants, where it applies, to be qualified under any applicable laws and regulatory requirements to offer the Company Products and Services, and that all actions that shall be performed by the Introducer shall comply with the applicable laws. The Introducer hereby acknowledges that it is solely responsible for being updated on all matters that are related to the applicable laws.
- 4.5. The Company shall evaluate the Introducer's application in good faith and shall notify the Introducer of the Company acceptance or rejection in a timely manner. If the Introducer's application is rejected, for any reason, the Introducer may reapply only once the Introducer has rectified the issues which lead to his or her rejection.
- 4.6. Once the Introducer registers, provides his contact e-mail address and creates a password, the Introducer shall be granted access to the secure Introducer Panel. From this Introducer Panel, the Introducer shall access information about the Introducer's performance and commissions.
- 4.7. The Introducer shall provide the Company with sufficient proof of identity documentation and, where applicable, proof of address, as these may be requested. The Company shall exercise due skill, care, and due diligence when entering, managing, or terminating any arrangement with an Introducer and may provide the Introducer with an appropriate and effective training in relation to the Services provided under this Agreement and the Introducer shall be obliged to follow as per the Agreement.
- 4.8. The Introducer shall provide true and complete information to the Company, as these may be requested from time to time, about the Introducer activities, blog, website, social media profile or any other information directly or indirectly related to the terms of the present Agreement and shall notify the Company promptly in case of any changes.
- 4.9. The Introducer, upon the commencement of this Agreement, shall immediately provide the Company sufficient proof of ownership of the Introducer's blog or website or social media profile or otherwise, as these may be requested from time to time.
- 4.10. The Introducer shall be aware of the contents and understand the Company's compliance and where applicable, the Company's anti-money laundering policies, which may be modified from time to time, and shall agree to operate in accordance with the policies and procedures contained therein.
- 4.11. The Introducer shall always maintain in force all necessary registrations, authorizations, consents and licenses to be enabled to fulfil his or her obligations under this Agreement, have the ability, sufficient resources, and capacity to enter into this Agreement and fully comply with all applicable laws (including but not limited to financial services regulations, data protection, trademark, copyright and anti-spamming rules) applicable to the Introducer or to the jurisdiction in which the Introducer is resident or carry on business.
- 4.12. Whenever requested, the Introducer shall supply details and evidence of its status and business and of the licensing or authorization requirements applicable to the Introducer's

activities at the Company's request.

- 4.13. The Introducer shall not be entitled to receive any type of compensation when this is linked to the Introducer's personal/own trading activity with the Company and the Company shall have the right to supervise the Introducer effectively, in order to manage or exclude any risks that might be associated with this issue or any other issue related to the Introducer under this Agreement and generally assess the standard performance of the Introducer, retaining the necessary expertise and resources in order to do so.
- 4.14. To promote and market the Company Products and Services, the Introducer shall use only the Promotional Material provided directly from the Company. In case promotional materials are to be prepared by the Introducer, the Introducer shall provide these promotional materials to the Company and obtain prior written approval before use of such promotional materials. From the moment when such promotional materials are prepared based on a pre- approval as stated before, such promotional material shall become the property of the Company. Promotional Material, landing pages and other materials prepared by an Introducer in due course of this Agreement, shall be used only after the Introducer has obtained written approval before they are launched, only for the purpose of this Agreement and shall obtain Introducer's logo and a disclaimer that shall state the following:
- "All materials are prepared by the Introducer of the Company and the Company shall bear no responsibility regarding provided information or materials. All claims should be addressed to the Introducer of the Company, all rights of the Company are reserved, and the Company brand and logo could not be used without prior written consent of the Company."***
- 4.15. To perform the Services described in this Agreement, the Introducer shall bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities related to the said Services.
- 4.16. The Company, holds the right to monitor the Introducer's site, website, blog, social media profile or any other websites associated with the Introducer as deemed necessary and to always make sure that this Agreement does not result in the delegation by the Company of its responsibility or obligations under applicable laws and to ensure that:
- a) it is up-to-date and to notify the Introducer of any changes that the Company consider that could enhance the Introducer's performance, instructions which the Introducer is obliged to follow or comply with.
  - b) it contains relevant Promotional Materials;
  - c) it does not breach the Intellectual Property rights and other proprietary rights of the Company and/or any third parties;
  - d) the content of the Promotional Material is clear, fair, not misleading and not aggressive;
  - e) it is in compliant with the provisions of this Agreement;
  - f) the Introducer upon the Company's request shall provide all necessary website raw data files and access to the accounts of activities' monitoring including accounts change history where necessary. Such access shall be provided within 24 hours.



- 4.17. Any Promotional Material developed or created by the Company and placed or used by the Introducer, is owned by the Company and, except for the purpose of this Agreement, shall not be used by the Introducer solely or in conjunction with any third party, without the prior written consent of the Company. The Company reserve the right, at any time, to review the Introducer's placement of Promotional Material for the purpose of the present Agreement and approve its use of the Introducer's Links. Further, the Company may require that the Introducer changes the placement or use of such promotional material to comply with applicable Company requirements such as:
- a) the Introducer's website or social network should have a link directing prospective Clients to the Website;
  - b) the Company's Promotional Material could be provided to the prospective Client only with the prior written approval of the Company;
  - c) the Introducer is obliged to place in an obvious location on the Introducer's website its capacity as Introducer alongside the name of the Company or the Company's brand or trading names and Services to be provided.
- 4.18. Throughout the period that this Agreement shall be in force, the Introducer undertakes the responsibility to always act in good faith and shall not make any false or misleading representations or statements with respect to the Company, the Introducer Program, the Company's Products and Services provided or engage in any other practice which may affect adversely the image, credibility or the reputation of the Company.
- 4.19. The Introducer undertakes the strict responsibility not to take, assist, cause due to any act or omission, directly or indirectly to the Company or the Company Products and Services the following (list is not exhaustive):
- a) using any website for unlawful activities, or having any content on his or her website, that is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third-party rights and shall not link to any such material;
  - b) violates any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about the Company or the Company's activities and business; or
  - c) contains software downloads that potentially enable diversions of commission from other Introducers in this Introducer Program.
- 4.20. Without prejudice to the foregoing, the Company shall not be responsible, and the Introducer shall bear sole responsibility for any unlawful, illegal acts and omissions, including but not limited to the use of another person's copyrighted material or other intellectual property in violation of the applicable law or any third-party rights.
- 4.21. The Company reserves the right at its absolute discretion to: terminate this Agreement and the Introducer's participation in the Introducer Program; detach a Client from the Introducer; cancel all orders and annul all profits; or remove any Promotional Material which might be

offered from time to time from the Introducer's account or the Client's account, with immediate effect when this is in the interest of its Clients, without any severe detriment, should the Introducer or any of the Introducer's Clients commit or, the Company suspect that the Introducer or any of the Introducer's Clients commits any fraud in the use of or abuse of the Company Introducer Program or any attempt of collusion or manipulation or arbitrage or other forms of deceitful or fraudulent trading or other activity or breach of this Agreement or its annexures or breach the relevant applicable laws, and the Company shall not be liable to the Introducer for any commissions resulting from such fraud, breach or abuse detected or suspected. The Company shall have the right to also take appropriate measures against the Introducer and inform at the same its clientele through its website for this termination.

- 4.22. The Introducer shall be prohibited to use the Promotional Materials, or any other information provided by the Company in order to encourage users of its website or Prospective Clients of the Company to entrust the Introducer with funds for management or to offer in any way investment advisory services to Prospective Clients on behalf of the Company. The Company shall have the right to regularly verify or monitor that the Introducer does not proceed to any of these actions as stated hereunder and the Introducer agrees to such monitoring and provide all the necessary assets upon request within 24 hours.
- 4.23. The Introducer shall not transmit to or in any way, whether directly or indirectly, expose the Website, content, platform and any other Company property to any computer virus or other similarly harmful or malicious material, virus, or device.
- 4.24. The Introducer shall not cause or assist by any act or omission in the creation or design of any website, which explicitly or impliedly resembles the Company or Website or leads Clients to believe the Introducer is the Company or any other Introduced business.
- 4.25. The Introducer shall promptly inform or disclose to the Company of any development or information or act of a third party that become known to the Introducer that could potentially harm or have a material impact on the Company or, the Company Products & Services or their reputation in any way and manner.
- 4.26. The Introducer cannot use or register a domain name or utilize through any search engine activity within any territory, keywords, search terms or any other brand identifiers for the Introducer activities with the brand or trading names of the Company or any other similar words or phrases which may cause confusion without the main brand's prior written consent, of the Company. The Introducer shall add brand terms as negatives and actively target the brand through any media platforms settings where applicable. This includes, but is not limited to PPC, Social media (including videos), mobile networks and display networks.
- 4.27. The Company reserves the right to request direct read only access to any paid search account for the purposes of monitoring keyword activity and the change history of an account at any time. Access shall be granted within 24 hours of such a request. Access shall be granted to the Company or the relevant authorities regarding all relevant data, books or even premises of the Introducer under this Agreement, for the purpose of more efficient monitoring.
- 4.28. The Introducer shall not introduce to the Company Prospective Clients from jurisdictions to which the Company do not offer services including: the USA, Japan, British Columbia,

Quebec, Saskatchewan Haiti, Suriname and the Democratic Republic of Korea and any other country listed on the Website.

- 4.29. The Introducer shall not be entitled to Compensation in the circumstances where such Prospective Clients or Clients are introduced from either, jurisdictions which are excluded in Clause 4.28 above or, into an entity other than the Company.
- 4.30. Where an Introducer acts outside the scope of this Agreement or is in breach of any of the provisions of the Introducer Program, the Company shall have the right to cease the cooperation and take all the necessary measures against the Introducer, informing, at the same time, its' Clients through the Website, for such a termination.
- 4.31. The Company shall have the right to maintain registries or records with the Introducer, their associated Clients and the activities being carried out under this Agreement and the Introducer shall bear the responsibility to provide such records or reports to the Company on a monthly basis or as otherwise agreed between the Company and the Introducer.
- 4.32. The Introducer undertakes not to use any kind of unfair advertising to promote its activities on the internet. In particular, the Introducer is prohibited to use: cookie stuffing, i.e., any methods of saving Introducers Cookie in the browser of users that do not provide for a conscious and user-initiated direct transition to the Website via the Introducers referral link; methods of promotion that do not comply with the rules of internet search engines, deliberate manipulation of the results of search queries and other methods of promotion on the internet that mislead the search engine and users of the search engine; methods of misleading a site visitor by knowingly falsely redirecting a site visitor to another internet resource or internet page; advertising on sites containing illegal information, pornography, as well as information that incites ethnic conflicts or racial discrimination; mass mailing of commercial, political and other advertisements (information) or other types of messages to persons who did not express a desire to receive them; offering partial or full compensation to Clients for spreads and other broker commissions from the Introducer, as well as other cash payments to Clients from the Introducer, except for rebate sharing if the Introducer has accepted the relevant terms and conditions or other payments explicitly approved by the Company; advertising containing false information about the services offered, as well as deliberate non-disclosure of risks to Clients; and any other actions that may harm the existing positive image of the Company.

## **5. COMPENSATION**

### **Clause 7.1 – 7.9 will apply for Introducer's introducing Clients**

- 5.1. The Introducer's compensation is paid subject to the terms provided in Appendix A herein, as these may be amended from time to time at the Company absolute and sole discretion by giving at least three (3) business days prior written notice by e-mail to the Introducer or by announcement on the Website or within the Introducer's Panel.
- 5.2. The Company may at its own discretion, quote a wider Spread for certain Company Products and Services for Clients introduced by the Introducer and the Company shall pay to the Introducer the total of the wider spread or part thereof, as set out in the payment terms to this Agreement when applicable.

- 5.3. The Company may at its own discretion, charge Clients, introduced by the Introducer, additional commissions or mark-ups for certain Company Products and Services and the Company shall pay to the Introducer the total mark-ups or part thereof, as set out in the Payment Terms to this Agreement when applicable. The Company reserves the right to alter or amend its schedule of allowable commissions or mark-ups, at any time upon Written Notice to the Introducer.
- 5.4. In addition to amounts payable in clauses 7.1 and 7.2, the Company may pay to the Introducer additional compensation as set out in Appendix A.
- 5.5. In the event where the Client of the Introducer opens a promotional account or is eligible to receive any bonus or promotion by the Company, the payment terms shall not apply, and compensation shall be paid to the Introducer at such rate as shall be determined by the Company at its sole discretion.
- 5.6. The Introducer shall have a right to receive the varied payment terms, subject to giving such notice to the Company in writing.
- 5.7. Without prejudice to the foregoing, the Company may cancel the Compensation in Appendix A, annul any accrued compensation, amend the terms of Appendix A, the terms of the present Agreement, terminate the Agreement or close any accounts with immediate effect if:
- a) the Company is of the reasonable opinion that any of the transactions entered or executed by the Client under the Operative Agreements, are being opened and closed just for the benefit of earning compensation for the Introducer (often referred to as "churning"); or
  - b) some form of abuse or market abuse or market manipulation may have taken place; or
  - c) the Introducer is found in breach of any term of this Agreement.
- 5.8. The Introducer shall not be entitled to earn the Introducer's compensation from trading own personal Trading Account.
- 5.9. The Company shall pay compensation to the Introducer for Completed Trades as specified in Appendix A, save where the Company has notified the Introducer otherwise by Written Notice. The Company reserve the right to alter or amend this clause at any time upon Written Notice to the Introducer.

**Clause 7.10 – 7.15 will apply for Introducer's introducing Sub-Introducers**

- 5.10. The Company shall pay compensation into the Introducer's account, as follows –
- a) The Company will pay to the Sub-Introducer compensation on all Completed Transactions executed by its Approved Clients subject to the proportion of the compensation set out in the Sub-Introducer Agreement.
  - b) The Company will pay to the Introducer compensation as provided in this Agreement and the Appendix B hereof and on the following conditions: an amount equal to the total

amount of compensation will be cut out at a maximum of 100% of the spread or commission of the Introducing Partner's clients' spreads or commission; and compensation shall be calculated based on the Introducer's rebates from spreads and or commissions (as applicable). It is hereby understood that this shall exclude any additional spread or commission markups that may apply.

- 5.11. The Introducer's compensation is paid subject to the terms provided in Appendix B herein, as these may be amended from time to time at the Company absolute and sole discretion by giving at least three (3) business days prior written notice by e-mail to the Introducer or by announcement on the Website or within the Introducer's Panel.

## **6. INTRODUCER OBLIGATIONS (FOR INTRODUCING CLIENTS)**

- 6.1. The Introducer shall act as a mediator between the Company and Introducer's Clients for enhancing the quality of service offered to Introducer's Clients as well as introducing or explaining the services offered by the Company to Introducer's Clients. As a mediator, the Introducer shall do all that is necessary for the Company and Introducer's Clients to enter a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between the Company and the Client.
- 6.2. The Introducer shall assist prospective Clients in completing account registration forms for opening an account with the Company.
- 6.3. The Introducer shall translate documents, where needed, for the Company as well as explain to the Introducer's Clients the services offered by the Company.
- 6.4. Without prejudice to the obligations of the Introducer under this Agreement and specifically the service of acting as a mediator between the Company and the prospective Client for the conclusion of a financial transaction, including the presentation and analysis of the financial products of the Company. The Company shall bear no responsibility and have no liability for any advice or recommendation, or decision provided by the Introducer to the Client.
- 6.5. Each Client introduced to the Company by the Introducer shall be eligible to become a Client and shall open an account with the Company, by:
- a) Completing the "Online Application Form", or if is a legal entity an offline application form;
  - b) Sending, as a minimum, documents proving the Client's identity and address;
  - c) Providing requested company documentation, shareholders' details and directors' proof of address and identification, as a minimum, in respect of a client profile registered as an artificial or legal person; and
  - d) Accepting the Operative Agreements of the Company.
- 6.6. The Company reserves the right not to recognize any Client as introduced by the Introducer if the Client does not provide the Introducer identification number during the initial client registration process within three calendar days after the registration.

- 6.7. The Company reserves the right to determine, in their sole discretion whether a Client has been introduced by the Introducer if the Client's registration was not carried out in accordance with clause 6.5.
- 6.8. The Company shall only consider a request for linking a Client to an Introducer if the request is raised within three (3) calendar days from the date of the Client's registration. The Company shall therefore not allow the Client to insert, update or change the referred Introducer after three calendar days from the date of the Client's registration.
- 6.9. The Company reserves the right not to accept the Client as being introduced by the Introducer and not to pay to the Introducer the compensation for the Completed Transactions made by such Client, if:
- a) The Client opens a trading account with the Company within three calendar days before the Client is introduced by the Introducer, or
  - b) The Client already has a client profile with the Company, or any associated entity more than three calendar days before the Client is introduced by the Introducer.
- 6.10. The Company has the right to reject any potential Client who does not meet the criteria detailed in the Company's internal compliance procedures and the Introducer hereby agrees that all new account applications shall be approved by the Company in writing before trading is allowed to commence.
- 6.11. Removal or Unlinking Clients:
- a) If a Client informs the Company to be removed or unlinked from an Introducer, the Company shall, from the date of that communication, cease paying the Introducer any compensation and the Introducer shall have no further rights in respect of the unlinked Client. Under no circumstances shall the Company be liable for any consequences of any such removal from an Introducer;
  - b) Except as provided in Clause 6.8, if a Client informs the Company to transfer to another Introducer, the Company shall, first evaluate the Client's request and at the Company sole discretion, the Company may either reject or accept the request. If the Company accepts the Client's request for transfer, the Company shall, from the date of that communication, cease paying the previous Introducer any compensation and the previous Introducer shall have no further rights in respect of the unlinked Client. Under no circumstances shall the Company be liable for any consequences of any such transfer to another Introducer;
  - c) Any indication or suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity relating to the removal or transfer of Clients between Introducers, shall entitle the Company; to take any action they deem fit and proper in their sole and absolute discretion, including but not limited to the annulment of any compensation or termination of this Agreement.

## **7. INTRODUCER OBLIGATIONS (FOR INTRODUCING SUB-INTRODUCERS)**

- 7.1. The Introducer, through its network of connections, will introduce to the Company a natural

or artificial person whom the Company may appoint as Sub-Introducers within the Territory at the sole discretion of the Company.

- 7.2. Without prejudice to the Company's rights to enforce any of the terms of a Sub-Introducers Agreement as it sees fit, the Introducer agrees to assist the Company by monitoring each Sub-Introducer's performance with its obligations under each Sub-Introducer Agreement.
- 7.3. The Introducer shall have no authority to agree any changes or amendments to any releases or waivers under the Sub-Introducer Agreement.
- 7.4. The Introducer undertakes to: diligently carry out the functions described in clause 7.7 – 7.15 and otherwise manage the administrative performance of the Sub-Introducers and obligations under the Sub-Introducer Agreements with reasonable skill and care; use reasonable endeavors to market and promote the Business and generate new and potential Approved Clients and Sub-Introducers in compliance with all applicable laws and regulatory rules; promptly inform the Company if it is aware or has reasonable cause to believe that an Approved Client may be unable to meet its financial obligations to the Company; promptly inform the Company's money laundering reporting officer if it is aware of or forms any suspicion of money laundering in relation to any Introducer or Approved Client; provide reasonable assistance to the Company as the Company may from time to time request in connection with the recovery of any sum payable by any Approved Client to the Company; and use reasonable endeavors to provide to the Company (promptly following a request) all such information and documentation as the Company may from time to time reasonably require to assist the Company in the performance of its obligations under this Agreement.
- 7.5. The Introducer undertakes that it will not and will procure that Sub-Introducers will not: handle or receive any client funds; pledge the credit of the Company, sign documents on behalf of the Company or otherwise purport to represent or commit the Company; or make any financial promotion or communicate any other document relating to the Company or its or the Company's services without the prior written approval of the Company.
- 7.6. The Company may give instructions to the Introducer relating to its duties under this Agreement. The Introducer may rely on such instructions provided they have been given in writing by a duly authorised representative of the Company.
- 7.7. The Introducer agrees: to conduct the Business in accordance with the terms of this Agreement; that it, its staff, and Sub-Introducers shall comply to the Company's satisfaction with the compliance procedures for Sub-Introducer; that shall procure that its staff and Sub-Introducers always, comply with the any applicable legislation or regulations or codes of practice insofar as they relate to the carrying out of its obligations under this Agreement; and that it shall not knowingly do or omit to do anything that would cause the Company to be in breach of the applicable legislation or regulations or codes.
- 7.8. The Introducer agrees that its staff and its Sub-Introducers shall participate in such training provided by the Company and submit to such assessments as the Company reasonably requires.
- 7.9. The Introducer shall: keep or cause to be kept such books, records and statements as may be necessary to give a complete record of all Business conducted by the Introducer pursuant

to this Agreement and such other books, records and statements as may be required to demonstrate at any time that it has complied with the applicable legislation or regulations or codes; maintain the materials referred to hereinbefore so that they are always up to date, accurate and available for inspection and copying by the Company and its agents; and promptly supply the Company with all information and provide such explanation as the Company may request so far as is necessary to enable the Company to comply with the applicable legislation or regulations or codes or otherwise for the purposes of this Agreement.

- 7.10. The Introducer may not appoint Introducers of the Company. Such power of appointment is reserved for the Company only which shall exercise it in consultation with and the cooperation of the Introducer. The Introducer agrees to comply with the provisions of the Sub-Introducer Agreement (where such provisions give rise to any inconsistency with the terms of this Agreement, the terms of this Agreement shall prevail).
- 7.11. Before a Sub-Introducer is appointed, the Introducer shall notify the Company of its wish to make the appointment and comply with such procedures relating to the appointment of prospective Sub-Introducer as may be notified to the Introducer from time to time by the Company.
- 7.12. The Company shall not appoint a Sub-Introducer or continue to permit an Introducer to work, unless it is satisfied on reasonable grounds that the prospective Introducer is of good character, of the requisite aptitude and otherwise suitable for that appointment.
- 7.13. When an Introducer wishes to appoint an existing Introducer as their Sub-Introducer, the Introducer shall provide to the Company, for its retention, such information and documentation relevant to the appointment of a prospective Sub-Introducer as the Company may reasonably require (including details of the terms of that person's references, notes of telephone references and confirmation from prospective Sub-Introducer to be appointed).
- 7.14. The Introducer acknowledges that nothing in this Agreement shall prevent the Company from communicating directly in any way it considers appropriate with any Sub-Introducers or Approved Clients.
- 7.15. The Company may terminate the appointment of a Sub-Introducer if it reasonably considers that the Sub-Introducer is not competent or fit and proper or in any other circumstances where the Company reasonably considers that such action is appropriate in view of its regulatory obligations. The Company may exercise this power at its absolute discretion and with immediate effect by giving written notice to the Introducer. The Introducer shall thereupon take all necessary steps to ensure that the affected Sub-Introducer complies with the terms of such notice.

## **8. LIMITATIONS OF LIABILITY AND INDEMNITY**

- 8.1. The Company shall not be liable to the Introducer with respect to any subject matter of this Agreement under any contract, negligence, tort, strict liability, or other legal or equitable principle for any indirect, incidental, consequential, special, general, or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits or lost business) even if the Company have been advised of the possibility of such damages.



Further, notwithstanding anything to the contrary contained in this Agreement, in no event shall the Company's cumulative liability to the Introducer arising out of or related to this Agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable principles, exceed the total commission fees paid to the Introducer under this Agreement.

- 8.2. The Company makes no express or implied representations or warranties regarding their services, website, products, or services provided therein, any implied warranties of the Company's ability, fitness for a particular purpose, and noninfringement are expressly disclaimed and excluded. In addition, the Company make no representation that the operation of their site shall be uninterrupted or error free, and we shall not be liable for the consequences of any interruptions or errors.
- 8.3. The Introducer shall indemnify the Company and keep the Company indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which the Company suffers or incurs as a direct or indirect result of any act of omission of the Introducer in connection with its relationship with the Company or any Client introduced by the Introducer to the Company or any failure by the Introducer to perform any of the Introducer's obligations under this Agreement or any breach of any provision of this Agreement including without limitations, any refusal or failure to provide any authorization as the Company may require, whether under this Agreement or otherwise.
- 8.4. Unless specifically provided in this Agreement, the Company shall in no circumstances be liable to the Introducer for any consequential direct or indirect losses, loss of profits, loss of opportunity, costs, expenses, penalties or damages the Introducer may suffer in relation to this Agreement.
- 8.5. Subject to the terms of this Agreement, the Introducer agrees to indemnify and hold the Company, its principals, shareholders, officers, directors, employees, agents and representatives harmless from and against any and all claims, judgments, settlements, expenses damages, costs, penalties (including those stemming from regulators) involving the Introducer's activities or its Clients' accounts including account deficits, loss or losses and expenses (including reasonable legal fees) that they may sustain or become liable or answerable for or shall pay, as a result of any alleged act, practice, conduct or omission of the Introducer or its principals, shareholders, officers, directors, employees, agents or representatives with respect to the Clients introduced to the Company by the Introducer, insofar as such Losses (or actions in respect thereof) arise out of the breach of this Agreement.
- 8.6. Any liability of the Introducer to the Company under this Agreement may in whole or in part be released, compounded, compromised, or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised, or postponed. A waiver by the Company of a breach of any of the terms of this Agreement or of a default under these terms does not constitute a waiver of any other breach or default and shall neither affect the other terms nor prevent the Company from subsequently requiring compliance with the waived obligation.

**9. WRITTEN NOTICE**

- 9.1. Unless the contrary is specifically provided in this Agreement, any Written Notice under this Agreement may be made or given by any of the following means: email or published on the Website or within the Introducer Panel.
- 9.2. The Introducer warrants that all contact information disclosed to the Company in accordance with this Agreement shall be true, correct, and accurate. Any attempt by the Company to contact the Introducer unsuccessfully due to incorrect communication data provided (e.g., postal address, email address or telephone or mobile numbers) by the Introducer, shall result to the immediate suspension or termination of the Agreement.
- 9.3. Any such Written Notice shall be deemed to have been served: if sent by email, within one hour after emailing it; or if posted on the Website or within the Introducer Panel, within one hour after it has been posted.
- 9.4. For the purposes of this clause, "business hours" mean between 10:00 and 17:00 GMT on a Business Day.

**10. AMENDMENT AND TERMINATION**

- 10.1. The Introducer acknowledges that the Company has the right to unilaterally modify the terms of this Agreement, addendum or appendices at any time and at their sole discretion, giving to the Introducer at least 3 (three) Business Days Written Notice. In the event of termination of this Agreement or unless otherwise agreed in writing between the Parties, termination will not cause any agreements with a sub-IB to be terminated.
- 10.2. The Introducer may terminate this Agreement with immediate effect by giving Written Notice to the Company.
- 10.3. The Company may terminate this Agreement at their own discretion with immediate effect by giving Written Notice to the Introducer.
- 10.4. Upon termination of the Agreement, the Introducer is obliged to return to the Company all Proprietary Property, or the Introducer shall withdraw such Promotional Material upon termination of the said Agreement.
- 10.5. Termination of this Agreement shall have the effect of termination of the compensation arrangement as set out hereto with immediate effect.
- 10.6. Termination for any reason shall be without prejudice to any rights, claims or actions which one party may have against another in respect of any matter occurring prior to termination. In addition, termination of this Agreement for any reason shall not affect those provisions which are expressed to operate or have effect after termination.

**11. PERSONAL DATA AND RECORDING OF TELEPHONE CALLS**

- 11.1. The Company may process, use, store or otherwise process personal information provided by the Introducer.

- 11.2. By entering into this Agreement, the Introducer shall be consenting to the transmittal of the Introducer's personal data (or have obtained consent from individuals working on the Introducer's behalf) outside the European Economic Area.
- 11.3. The Introducer agrees that the Company may pass information about the Introducer which the Introducer has provided to its affiliates or to third parties in order to assist the Company to process or analyze the relevant information as a part of fulfilling the Company obligations under this Agreement. Should the Introducer be unwilling for the Company to transmit or process Introducer's personal data or Introducer's personal data to be used for such purposes, the Introducer shall give the Company Written Notice.
- 11.4. Such personal data may also be used for marketing purposes, or to conduct research for the Company or its affiliates that may use the personal data to bring to the attention of the Introducer products and services that may be of interest to the Introducer. If the Introducer does not wish the Introducer's personal data to be held for such purposes, the Introducer shall give the Company Written Notice.
- 11.5. Telephone conversations between the Introducer and the Company may be recorded, monitored, or processed. The Introducer, by entering into this Agreement expressly consents to the Company to record or process these telephone conversations or electronic communications. All instructions received by telephone shall be binding as if received in writing. Any recordings shall be and remain the sole property of the Company and shall be accepted by the Introducer as conclusive evidence of the instructions or conversations so recorded. The Introducer agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority. A copy of the records kept in accordance with this clause shall be provided to the Intermediary upon request and shall be kept for a period of five (5) years and where requested by any competent authority, for a period of up to seven (7) years from the date of creation of the record.

## **12. CONSENT TO DIRECT CONTACT**

- 12.1. The Introducer expressly invites the Company, for the purpose of administering the terms of this Agreement or otherwise marketing financial services and products, from time to time, to make direct contact with the Introducer by telephone, email or any other channel of communication.
- 12.2. The Introducer consents to such communications and acknowledges that such communication would not be considered by the Introducer as being a breach of any of the Introducer's rights under any applicable regulations.

## **13. CONFIDENTIALITY**

- 13.1. All Confidential Information disclosed by the Company or acquired by the Introducer during negotiation or the effective term of this Agreement, shall remain the sole property of the Company. Without prejudice to the foregoing, information of a confidential nature shall be treated as such provided that such information is not already in the public domain. Information of a confidential nature shall only be disclosed to any person other than an associated entity of the Company, in the following circumstances:

- a) where required by law or if requested by any regulatory or governmental authority or securities exchange having control or jurisdiction over the Company or the Introducer;
  - b) to investigate or prevent fraud or other illegal activity;
  - c) if it is in the public interest to disclose such information; and
  - d) as provided in the Operative Agreements of the Company.
- 13.2. Both Parties have sound mechanisms in place to guarantee the security and authentication of the means of transfer of information, to minimize the risk of data corruption and unauthorized access and to prevent information leakage maintaining the confidentiality of the data at all times.
- 13.3. The rights granted by this section of the Agreement shall be in accordance with [Privacy Policy](#) available on the Website and in line with any applicable regulations.
- 13.4. The restrictions in clause 13 will continue to apply after the Agreement has been terminated without a limit in time.

#### **14. PROPRIETARY PROPERTY**

- 14.1. Subject to terms and conditions of this Agreement, the Company hereby grant to the Introducer, for the duration of this Agreement, a non-exclusive and revocable license to use Proprietary Property.
- 14.2. Proprietary Property, regardless of the author, shall remain the sole property of the Company and shall be accounted for and returned by the Introducer to the Company on demand. It is expressly understood that the Introducer's license to the use or possession of Proprietary Property is to fulfil its obligations to the Company under this Agreement and that the Introducer has no other right or proprietary interest in the Proprietary Property other than the license provided in this clause.
- 14.3. The Introducer shall fully cooperate and assist in the enforcement of any of the Company's Proprietary Property against persons introduced by the Introducer.
- 14.4. In the event of the termination of this Agreement for any reason, the Introducer shall promptly surrender, and deliver to the Company, Proprietary Property, including but not limited to, all materials, equipment, documents and data pertaining to its relationship with, or to any Proprietary Information of, the Company, including all copies thereof.
- 14.5. The Introducer agrees to indemnify the Company and keep them indemnified at all times against all or any costs, claims, damages or expenses incurred, or for which they may become liable, with respect to any Proprietary Property infringement claim or other claim relating to the provision of services supplied by the Introducer to the Company during the course of this Agreement.

#### **15. RESTRICTIVE COVENANTS**

- 15.1. The Introducer agrees that it shall not during the term of this Agreement whether by itself or

together with any other person whether as principal, agent, or shareholder as part of any joint venture or otherwise howsoever and whether directly or indirectly, within the Territory:

- (a) refer recommend, or introduce any person to any person other than the Company in respect of the Company Products and Services;
- (b) deal with any person other than the Company in respect of Company Products and Services for or on behalf of the Introducer 's clients;
- (c) solicit, entice, or refer away from the Company any Approved Clients or Introducers; and
- (d) undertake or be directly or indirectly concerned engaged or interested in the provision of trading facilities for Company Products and Services otherwise than pursuant to this Agreement.

15.2. The Introducer agrees that it will not at any time after termination of this Agreement, whether for itself or together with any other person whether as principal or agent, shareholder as part of any joint venture or otherwise directly or indirectly, within the Territory:

- (a) solicit or entice or refer away from the Company any Approved Clients and/or Introducers introduced in accordance with the term of this Agreement or any associated Introducer Agreement;
- (b) market the Approved Clients and/or Introducers for the supply of trading facilities in Company Products and Services; and
- (c) take any steps or omit to do anything that would prevent or impede Approved Clients and/or Introducers from using the facilities of the Company.

15.3. Each of the covenants and restrictions contained in this Clause 15 is considered by the Parties to be reasonable and necessary to protect the legitimate business interests of the Company. Each of the Parties agrees that having regard to those interests such covenants and restrictions do not work unreasonably on the Introducer.

## **16. FORCE MAJEURE**

16.1. The Company shall not be liable for the non-performance or improper performance of their obligations under this Agreement, should the Company be prevented from or unable to do so due to a Force Majeure event, including, without limitation any Government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; labor disputes not including disputes involving the Company's workforce; discontinuance or suspension of the operation of any Market; failure of communication for any reason with Market makers, mal-functioning or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the Platform(s); any other extreme event beyond the reasonable control of the Company which may suddenly or drastically affect the prices in the Underlying Asset / Market as well as any other event, act or

circumstances that will have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within the Company's reasonable control, and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to prevent.

- 16.2. If the Company determines in their reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) the Company may without prior Written Notice and at any time take or omit to take all such actions as they deem to be reasonably appropriate in these circumstances.

## **17. DORMANT ACCOUNT POLICY**

- 17.1. The Company, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and close the Introducer's account after the period of six (6) consecutive months of inactivity in the following cases:

- a) where remaining pending commissions balance or wallet balance of Introducers account is greater than 1 USD and the Introducer account is deemed Dormant or Inactive Account.;
- b) where an Introducers Dormant or Inactivate Account(s) has a zero pending commissions balance;
- c) where remaining pending commissions balance or wallet balance of Introducers account is up to 1 USD and the Introducer account is deemed Dormant or Inactive Account.

- 17.2. In case the Introducer has a Dormant or Inactive Account with a pending commissions balance or wallet balance and the Company decides to close the Introducer's Account in accordance with Clause 17.1. a), the Company shall provide a written notice to the Introducer with a notice period of thirty (30) calendar days, during which the Introducer has the right to withdraw the pending balance from the Introducers Account. After the notice period the Introducer's Account shall be closed and the Company reserve the right to use the remaining Introducer's Account pending commission balance or wallet balance at its own discretion and waive any or all payments or fees at its own and absolute discretion.

- 17.3. In case Introducer has a Dormant or Inactive Account with zero pending commissions balance and the Company decide to close the Introducer's Account in accordance with Clause 17.1. b), the Company shall provide a written notice to the Introducer with a notice period of three (3) business days, after which the Introducer Account shall be closed.

- 17.4. In case Introducer has a Dormant or Inactive Account with remaining pending commissions balance or wallet balance up to 1 USD and the Company decide to close the Introducer's Account in accordance with Clause 17.1. c), the Company shall provide a written notice to the Introducer with a notice period of three (3) business days, after which the Introducer Account shall be closed. The Company shall have the right to deduct this remaining balance and use it for charity purposes at its absolute discretion.

- 17.5. The Company shall have the right to remove any bound, linked, or referred clients if the

Introducer's Account is closed due to the Dormant Accounts Policy in clause 17 or upon termination of this Agreement by either Party.

## **18. MISCELLANEOUS**

- 18.1. If a situation arises that is not covered under this Agreement, the Company shall resolve the matter based on good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 18.2. No single or partial exercise of, or failure or delay in exercising any right, power, or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under this Agreement or at law.
- 18.3. The rights and remedies provided to the Company, under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law. The exercise or partial exercise of any right, power or remedy provided by law or under this Agreement will not preclude any other or further exercise of it or the exercise of any other right, power, or remedy.
- 18.4. Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Introducer and the Company.
- 18.5. The Introducer shall not represent itself as an agent of the Company and the Introducer shall have no authority or power to bind the Company or to contract in the name of or create a liability against any of these.
- 18.6. The Introducer agrees to inform the Company about all facts and circumstances, Introducer becomes aware of, that may result in undesired consequences (risks) for the Company.
- 18.7. The Company may assign the benefit and burden of this Agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of this Agreement. Such assignment shall come into immediately following the day the Introducer is deemed to have received notice of the assignment in accordance with this Agreement.
- 18.8. The Introducer may not assign, charge, or otherwise transfer or purport to assign, charge or otherwise transfer the Introducer's rights or obligations under this Agreement without prior written consent of the Company and any purported assignment, charge, or transfer in violation of this term shall be void.
- 18.9. If any term of this Agreement (or any part of any term) shall be held by a tribunal or court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.
- 18.10. The Introducer shall inform the Company of any other business activities entered into by the Introducer during the term of this Agreement and shall provide the Company with information, as requested, regarding such activity.

- 18.11. This Agreement and any addendums and appendices referred to in it, constitute the entire agreement between Parties and supersede all other agreements or arrangements, whether written or oral, express, or implied, between Parties or either of them.
- 18.12. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius.
- 18.13. With respect to any proceedings, the Introducer irrevocably:
- a) agree that the courts of the Republic of Mauritius will have exclusive jurisdiction to settle any disputes in connection with the Agreement;
  - b) submit to the jurisdiction of the courts of the Republic of Mauritius;
  - c) waives their right to any objection which the Introducer may have at any time to the filing of any legal cases in any such courts;
  - d) agree not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Introducer.
- 18.14. The Introducer irrevocably waives to the fullest extent permitted by law, with respect to the Introducer and their revenues and assets, all immunity from:
- a) jurisdiction of any courts or arbitral proceedings;
  - b) relief by way of injunction, orders for specific performance, or for recovery of property;
  - c) attachment of the Introducer's assets (whether obtained before or after judgment or award); and
  - d) the execution or enforcement of any judgment to which the Introducer or and their revenues or assets might otherwise be the subject matter in any proceedings in arbitration or in courts.
- 18.15. Either Party executing this Agreement on behalf of a party represents and warrants that he is empowered to execute it and that all necessary action to authorise its execution has been taken.
- 18.16. All Parties will, and procure that any other necessary third party will, execute all such documents and do all such acts which the other Party may consider necessary for giving full effect to this Agreement.
- 18.17. Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.



**APPENDIX A: COMPENSATION STRUCTURE**

1.1. In addition to the terms and conditions of the Agreement, the Introducer introducing Clients shall satisfy and maintain the following terms and conditions in this Appendix A to remain active and maintain the status of an Introducer with the Company.

**Specific Conditions**

1.2. The Introducer agrees that –

- a) Introduced Clients shall place at least one trade to be an active trader.
- b) The Introducer shall be compensated on a completed trade basis where a position has been closed.
- c) the Introducer shall not refer themselves, their relatives, or other affiliated parties as Clients.
- d) if the Company identifies or assumes any abuse on the trading activity of the Introducer, (e.g. opening and closing of trades instantly for the purpose of generating commissions), the Company shall take any action it deems fit, to remedy the situation including but not limited to detach the Clients from the Introducer and/or terminate the Agreement immediately, with written notice.
- e) the Company reserves the right not to compensate an Introducer, if the Company reasonably believe that:
  - (i) Transactions are opened and closed solely for the benefit of earning compensation for Introducer or any money manager introduced to the Company (often referred to as “churning”);
  - (ii) some form of market abuse or market manipulation may have taken place.
- f) the Company shall not compensate Introducers for transactions opened and closed in less than, or equal to 60 seconds.
- g) the Company, unless previously specified in writing, reserve the right to withhold or modify the compensation, modify or terminate the Agreement if:
  - (i) it is deemed that a significant portion of the Introducer’s compensation is derived from trading on one account;
  - (ii) the total amount of Introducer’s compensation from a trading account exceeds 60% (sixty percent) of the total net deposits for that specific account.
- h) If the Agreement is terminated, any amounts due by Introducer would be immediately due and payable on the termination date. The compensation to the Introducer shall be made in the normal course of payments as described in this Agreement and/or Appendix A.

### Payment and/or Remuneration Scheme

2.1 The Parties agree that the Introducer shall be compensated in accordance with the Reward Program ("Scheme") provided in the IB Portal. The Introducer acknowledges that the Company may amend the Scheme from time to time without any written notice to the Introducer. The Scheme shall be available only for the Company Products and Services.

2.2 When calculating compensation:

- a) The Introducer shall be paid rebates based on fixed USD per lot and/or percentage of spread/commission charged for the services offered.
- b) The fixed USD per lot and/or percentage of spread/commission for each respective rebate tier is determined by Reward Program conditions achieved during the timeframe specified in the Introducer's panel as per the Scheme. All conditions need to be satisfied to determine the Rebate Tier applicable for the respective specified timeframe.
- c) If we assume the specified timeframe is Weekly and the Rebate Tier achieved is lower for the current Calendar Week compared to the prior Calendar Week, we shall offer a grace period and the Rebate Tier shall remain the same for the current Calendar Week. Should the Rebate Tier be lower thereafter, the Rebate Tier shall decrease as of the third (3rd) Calendar Week according to the Rebate Tier achieved as per the Scheme.
- d) As the Introducer advances Rebate Tiers during the specified timeframe, the prior hours/days rebates within the same specified timeframe will be recalculated to the new Rebate Tier as per the Scheme.

#### **Example:**

*If we assume the specified timeframe is weekly and by the **third day** of the calendar week the Introducer has satisfied conditions for rebate tier 3, then the Introducer shall receive rebates as per the defined remuneration/fee structure per account type and per instrument group applicable for rebate tier 3:*

*If by the **fifth day** of the same calendar week the Introducer has satisfied conditions for rebate tier 5, then the whole calendar week will be subject to recalculation as per the defined remuneration/fee structure per account type and per instrument group applicable for rebate tier 5.*

- e) Rebates will only be applicable for account type(s) and symbols/instrument groups that are specified in the Scheme.
- f) The remuneration of the Introducer shall be paid into the Introducer's Wallet at the end of each Payment Cycle, as is specified in the Introducer's Panel, or at the discretion of the Company as may be communicated to the Introducer

**APPENDIX B: COMPENSATION STRUCTURE****Introduction**

1.1 The Introducer introducing Sub-Introducers has requested, and the Company has agreed that compensation for his/her services shall be calculated in accordance with the following Payment Scheme for introducing Sub-Introducers.

**Specific Conditions**

1.2 The Introducer agrees to accept and shall not have a right to dispute the terms and conditions and the payment terms of the Introducing Partnership Agreement concluded by the Sub-Introducers of the Introducer.

1.3 Compensation is subject to the Introducer being fully approved.

1.4 The Company shall not pay compensation for transactions opened and closed in less than or equal to 60 seconds.

1.5 The Company has the right in the event it identifies or assumes any abuse on the trading activity of the Introducer, or any other person assigned under the Introducer, (e.g. Opening and closing of trades instantly (fast-trading) for the purpose of generating commissions) to take any action it deems fit to remedy the situation.

1.6 The Introducer or any other person assigned under the Introducer, cannot refer themselves as Clients, nor can they refer relatives or other affiliated parties.

1.7 The Company reserves the right not to compensate the Introducer if there are reasonable grounds to believe that:

(a) Transactions are opened and closed solely for the benefit of earning compensation for the Introducer or any money manager introduced to the Company (often referred to as "churning");

(b) some form of market abuse or market manipulation may have taken place;

(c) the Introducer does not comply with the terms provided herein.

1.8 The Introducer agrees to accept and shall not have a right to dispute the terms and conditions and the payment terms of the Introducing Partnership Agreement concluded by an Introducer, Sub-Introducer and Sub-Introducer introduced by Sub-Introducer.

1.9 The Introducer undertakes the obligation to give notice to the Company when a Sub-Introducer wishes to enter into an Introducers Agreement with the Company.

1.10 The Company reserves the right to amend the Scheme and the terms provided herein at any time at the Company's discretion.

**Payment and/or Remuneration Scheme**

2.1 The Parties agree that the Introducer shall be compensated in accordance with the Reward Program ("Scheme") provided in the IB Portal. The Introducer acknowledges that the Company may amend the Scheme from time to time without any written notice to the Introducer or Sub-

Introducer(s). The Scheme shall be available only for the Company Products and Services.

## 2.2 When calculating compensation:

- a) The Introducer shall be paid rebates based on fixed USD per lot and/or percentage of spread/commission charged for the services offered to clients of the Sub-Introducers.
- b) The fixed USD per lot and/or percentage of spread/commission for each respective rebate tier is determined by Reward Program conditions achieved by the Sub-Introducer(s) during the timeframe specified in the Introducer's panel as per the Scheme. All conditions need to be satisfied by the Sub-Introducer(s) to determine the Rebate Tier applicable for the respective specified timeframe for each Sub-Introducer.
- c) If we assume the specified timeframe is Weekly and the Rebate Tier achieved is lower for the current Calendar Week compared to the prior Calendar Week, we shall offer a grace period and the Rebate Tier shall remain the same for the current Calendar Week. Should the Rebate Tier be lower thereafter, the Rebate Tier shall decrease as of the third (3rd) Calendar Week according to the Rebate Tier achieved as per the Scheme.
- d) As the Sub-Introducer(s) advances Rebate Tiers during the specified timeframe, the prior hours/days rebates within the same specified timeframe will be recalculated to the new Rebate Tier as per the Scheme.

### **Example:**

*If we assume the specified timeframe is weekly and by the **third day** of the calendar week the Sub-Introducer has satisfied conditions for rebate tier 3, then the Sub-Introducer and Introducer shall receive rebates as per the defined remuneration/fee structure per account type and per instrument group applicable for rebate tier 3.*

*If by the **fifth day** of the same calendar week the Sub-Introducer has satisfied conditions for rebate tier 5, then the whole calendar week will be subject to recalculation as per the defined remuneration/fee structure per account type and per instrument group applicable for rebate tier 5.*

- e) Rebates will only be applicable for account type(s) and symbols/instrument groups that are specified in the Scheme.
- f) The remuneration of the Introducer shall be paid into the Introducer's Wallet at the end of each Payment Cycle, as is specified in the Introducer's Panel, or at the discretion of the Company as may be communicated to the Introducer.

**APPENDIX C: SHARING OF REBATES**

In addition to the terms and conditions of the Agreement, the Introducer agrees to the following procedure for the transfers between the accounts of the Introducing Partner to the Wallet(s) or Trading Account(s) of Introduced Clients in the Company.

1. The Introducing Partner shall be provided with the option for the sharing of rebates from his/her Introducer Wallet with the Company to the wallet or trading account of Receiving Client and agrees to be bound by the terms and conditions of this Agreement.
2. The Introducing Partner shall provide a pre-defined Rebate Sharing Cashback Coupon specifying the start and end dates and the percentage (%) of rebate per symbol group to be shared with a predetermined list of selected referred clients. The rebate amount for the selected referred clients, as per the Rebate Sharing Cashback Coupon, shall be accumulated in the IB Portal. At the end of each Payment Cycle, the Introducing Partner must confirm the release/transfer of rebates to the selected referred clients through the IB Portal for each transaction. This confirmation will serve as the final instructions provided by the Introducing Partner.
3. The Introducing Partner hereby confirms and acknowledges that such requests for transfer shall be made upon the strict condition that the Introduced Client consents and agrees to this transaction.
4. The Introducing Partner shall be solely responsible for providing correct and accurate information for the execution of transactions. It is understood that once instructions for transfer are processed, they cannot be cancelled or modified by the Introducing Partner.
5. The Partner undertakes full responsibility regarding the transfer of funds and acknowledges that the Company is discharged from any liability resulting from the execution of the Introduced Partner's instructions/requests.
6. The Introducing Partner undertakes the responsibility to assist, where reasonably required by, the Company's to perform their obligations by virtue of applicable legislation.
7. The Introducing Partner hereby acknowledges that the Company may reject, in their discretion and for any reason, any request and/or instructions provided by the Introducing Partner.
8. The Introducing Partner hereby acknowledges that all transactions are subject to the approval of the Company, at their sole discretion.
9. The Introducing Partner hereby acknowledges that the Company may impose limits, at their own discretion, on the number, and/or volume, and/or value of the transactions requested pursuant to the present appointment.