

## **Introducing Broker Agreement**

This Agreement is made  
between Ec Markets Limited  
the Company  
and  
the Introducing Broker (“IB”)

### **1. Terms and Interpretation**

“Introducing Broker” (further referred to as “IB”) denotes such Client who opened a partner account at the Company (further referred to as “Company”).

“Referral link” denotes a special link to Company’s website containing a unique Client identifier. A referral link is the main means of client attraction and tracking by an IB.

“ID” denotes an IB’s unique identification number.

“IB commission” denotes a fixed amount payable by the Company to IB for its clients’ trading operations

“IB Account” denotes a special real account belonging to an IB, onto which the commission is credited.

### **2. General Provisions**

2.1. This Agreement sets forth the relationship between the IB and the Company. All the possible interaction and relationship and cooperation between the IB and the Company shall be governed by this Agreement solely.

2.2. In case a situation arises that is not covered by the Agreement, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice. The IB agrees that such Company’s decision will be final.

2.3. The Agreement becomes effective as soon as the IB opens an IB account and agrees to the terms of this agreement by opening such account. The Agreement is deemed valid, signed and functional after the IB account is opened.

2.4. This Agreement doesn’t imply employment. An IB is under no circumstances a Company’s representative, nor the Company bears any responsibility for IB’s actions (or failure to act).

### 3. IB rights and regulations

#### 3.1. IB has a right to:

- a) Promote the Company's services, website, promotions, special offers and other relative information
- b) Perform any actions compatible with IBs country legislation and business ethics to attract clients
- c) Open accounts for Clients using IB's referral link
- d) Receive IB commission for Client's trading volume
- e) Provide clients with Company's information, news releases, updated etc.

### 4. IB obligations

#### 4.1. IB is obliged to:

- a) Perform his/her activities in full compliance with his/her local and international legislation
- b) Inform the Company immediately of any interference with his/her activities
- c) To put forth maximal effort into acquiring clients to the Company
- d) Save confidentiality regarding any information which becomes available to the IB
- e) Inform the Company of any facts or circumstances, which might lead to any potential risks to the Company in case an IB becomes aware of them
- f) Let a client know about the risks of forex trading prior to opening a real account
- g) Inform each potential client of his/her IB status and privileges prior to entering any agreements of relationship
- h) IB is obliged to immediately inform the Company of any changes in the IB's contact information
- i) The IB is obliged to make it clear to any potential Client that him/or the Company will not in any way guarantee against loss and/or limit any losses or reduce the margin required in relation to any transaction.
- j) The IB should ensure that any verbal "solicitation" or discussion with a perspective Client will be consistent with the written material provided by the Company.
- k) The IB should notify the Company in writing, immediately upon becoming aware of any complaint or potential action/proceeding or regulatory investigation or sanction against him.

### 5. Company obligations.

#### 5.1. Company is obliged to:

- a) Provide the IB with all the necessary assistance to fulfill the obligations set forth in the Agreement
- b) Pay out IB commission under the conditions of the Agreement
- c) Provide the full range of Company's services as stated in the Customer Agreement to the clients attracted by an IB.
- d) Provide execution for IB clients' orders and corresponding calculations for the IB Account. The Company, however, does not provide statements of Client transactions.

## 6. IB restrictions.

### 6.1. IB is prohibited to:

- a) Use any dishonest or fraudulent advertising means to promote the Company's services. Such may include (but not limited to):
- b) APS (Active Promotion Systems)
- c) Advertising on indecent (including pornographic) websites
- d) Advertising on websites, not complying to the IB's country legislation
- e) Spam and spamdexing
- f) Advertising containing misleading or distorted services description, or failure to explain the risks and services to the customers
- g) Any other activities which might harm the Company's positive image
- h) Any other ways of fraudulent advertising
- i) Register and/or use domains containing Company's name or branding
- j) Incorporate and/or use a legal entity containing Company's name or branding.
- k) Act as a Company representative
- l) Use direct Company's URL in any PPC systems (Google, Yahoo!, Live, etc) as well as his/her referral link. Redirects or any other ways of forced (fraudulent) attracting customers to Company's website are also prohibited
- m) Assume any responsibility on behalf of the Company or place the Company under any obligations.
- n) Open real or demo accounts or register in the Company on behalf of the Client, save, store or disclose Client's access data or any Client's personal information.
- o) Provide any advice to the Client regarding trading strategies or in any other way influence the clients' decisions. The Company bears no responsibility for the consequences of such advices
- p) Publish or participate, or cooperate in publishing any materials in mass media; issue any newsletters, or assist in issuing or creating any content in newspapers, magazines or other mass media, blogs, Internet forums, social networks, etc, which may harm the positive image of the Company.
- q) Undertake any commitments in the name of the Company, or bind the Company with any commitments
- r) Provide any guarantees and/or promises, make any statements regarding any payouts on any agreements set by the Company
- s) In case of a lawsuit(s) filed against the Company due to the IB's breach of the terms and conditions of these Regulations (including unauthorized actions or statements made by the IB), the IB shall be held liable for all losses incurred by the company. Losses shall be understood as expenses the Company has incurred or will incur restoring its rights and interests (real losses), as well as the revenue the Company would have earned under normal business conditions (lost profit), damage of property interests or the Company's business reputation as a result of the IB's failure to fulfill its obligations. The IB has no right to dispute the amount the Company claims for damages.
- t) In case an IB breaches the terms and conditions of the Agreement (fully or partially), the Company reserves the right to block the IB's accounts (whether IB or real) and exclude Client logins from the IB's client list until the IB compensates the losses suffered from the breach of the Agreement.

The Company is entitled to cover losses inflicted by the IB with money payable to the IB under and also under the Client Agreement and its corresponding regulations.

- u) IB him- or herself, his relatives or any other affiliated parties cannot act as the Clients of an IB. Should any data of the IB match the data of any Client (such as passport data, address, telephone, email, IP addresses, etc.), the Client's login shall be removed from the IB's client list and compensation based on this Client will not be paid. Accounts that use the same IP address shall be considered as one active account. Should the IP address of a Client be the same as that of the IB, they shall be considered affiliated and compensation on the account will not be paid.
- v) In case a Client(s) file any complaints against the activities of an IB, the IB shall independently address all such complaints.

## 7. Client Funds.

- 7.1. The IB must not accept any money, securities or other property (or extend credit) to margin, guarantee or secure any transaction for the Client/perspective Client.
- 7.2. The IB must not give instructions to transfer funds out of the Client's account and the Company will not be obliged to comply with any such instructions unless specifically authorised by the potential/current Client to do so.

## 8. Company rights.

8.1. Company reserves a right to:

- a) Perform control over the of the IB's activities under the provisions of the Agreement
- b) Request a detailed report from the IB on the latter's fulfillment of the provisions of the Agreement
- c) Void the Agreement in case the IB fails to attract 3 active clients within 90 days since registration
- d) Void the Agreement in case the IB's clients' total deposits are lower than 500 USD within 3 months
- e) Exclude client(s) from the IB's referrals list
- f) Modify commission and payouts conditions. Such modifications are subject to prior written notification
- g) Inform the clients, registered under an IB, that he or she receives commission for their trades
- h) Void the Agreement in case of IB's failure to meet its provisions
- i) In case an IB uses fraudulent customer acquisition methods, the Company has a right to void the Agreement and cancel (partially or completely) the IB commission. All the IB's clients in this case become direct clients of the Company.

## 9. Limitation of Liability.

- 9.1. Under no circumstances shall the company be liable or bear any responsibility for IB's actions, failure to act or any consequences thereof.

## 10. General Restrictions

- 10.1. Nothing in this Agreement shall restrict the Company from entering into agreements of this type with third parties.
- 10.2. It is agreed that the IB shall undertake its business and any services relating to this Agreement as an independent contractor. Nothing herein shall imply any employment, joint venture, partnership or agency arrangement between the parties.
- 10.3. Nothing in this Agreement shall infer that the Company has appointed or will appoint the IB as their Authorised Representative nor permit the IB to make such representation to third parties or clients/prospective Clients at any time.
- 10.4. Materials and documentation provided by the Company to the IB for the purpose of referring new Clients to the Company are and shall remain the property of the Company.
- 10.5. Nothing in this Agreement shall confer upon either party, any right, title or interest in the trademarks, logos, copyrights, trade names or designations belonging to, or ownership of, the other party.
- 10.6. Neither party shall assign or subcontract their obligations under this Agreement without prior consent of the other party, such consent not to affect their obligations and liabilities under this Agreement.

## 11. IB compensation.

- 11.1. The Company pays commission for every client's trade, provided the Client is attracted by the IB
- 11.2. The commission is paid out after each complete transaction (an order, which was opened and then closed) as described in Appendix A below.
- 11.3. The IB commission shall be paid to IB account only. An IB cannot claim to receive any other kind of compensation.

## 12. Force Majeure.

- 12.1. Neither Party hereof shall be held liable for the complete or partial failure to fulfill its obligations should this failure result from a force majeure event or circumstance (including but not limited to fire, earthquake and other natural disasters, war or other military operations, blockades, acts of God, government regulations and other extraordinary and unavoidable circumstances beyond either Party's control).
- 12.2. The Party for whom it becomes impossible to fulfill its obligations is obligated to inform the other Party through written notification of the onset, estimated duration and cessation of the above-mentioned circumstances within five business days from the moment of their onset and cessation.
- 12.3. The facts set out in the notification should be confirmed by a competent authority or organization of the respective country. The delay or absence of notification by the Party concerned deprives said party of the right to cite any of the abovementioned circumstances as grounds for release from responsibility for the failure to fulfill its obligations.
- 12.4. Should the inability to either completely or partially fulfill obligations last more than three months, the Agreement will automatically be terminated.

### 13. Acceptance.

13.1. Upon acceptance of the Agreement, the IB confirms that:

- a) IB is familiar with the terms and conditions of the Agreement;
- b) IB completely understands and agrees to all terms and conditions set forth by the Agreement;
- c) No circumstances might prevent the adoption of the Agreement

### 14. Confidentiality.

- 14.1. In the course of the relationship between the Company and IB, both parties should keep confidential any information in respect of the business of each party and their associates. Such confidential information shall include any systems, technology, processes, client database and all information, material and documentation (whether written, verbal or in any other form) to which a part is given access, but does not include information which is publicly available or already known to a party.
- 14.2. Neither party shall, without prior written consent of the other, disclose or use any confidential information provided or accessed under this Agreement (unless required by law).
- 14.3. Both parties shall take reasonable precautions to prevent unauthorised use, access or disclosure of any confidential information.
- 14.4. Upon termination of this Agreement, the IB shall deliver to the Company all copies of all records, documentation and material prepared or received in respect of this Agreement so requested, which are in the IB's possession.

### 15. Termination.

- 15.1. This Agreement commence on the Commencement Date and shall continue until the expiration of the Initial Term unless terminated earlier provided herein.
- 15.2. After the expiry of the Initial Term, this Agreement shall automatically renew for successive xx months, upon and until either party provides a written notice of intention to terminate the Agreement, at least xx months prior to the extend Term written notice to the other party.
- 15.3. This Agreement will be automatically terminated where either party ceases to be authorised or licensed to provide the services hereunder.
- 15.4. The Company may terminate the Agreement immediately by written notice to the IB if a breach occurs (material or otherwise), and is not fully remedied within xx calendar days of receipt of notification of such breach. Such termination shall not release the IB from liability nor affect any accrued rights or remedies of either party.
- 15.5. Either party may terminate the Agreement immediately by written notice to the other party if that party enters into any arrangement or proceedings for the purpose of insolvency administration or is placed under official management or there is a change in ownership.
- 15.6. At any time during the Term, or after the termination of this Agreement, the IB agrees not to:

- a) Approach directly or indirectly any Client or potential Client to influence them to cease to carry on business with the Company or otherwise to induce them away from the Company
  - b) Approach directly or indirectly any employee or officer of the Company to influence them to cease employment with the Company or otherwise induce them away from the Company
  - c) Do any act or thing whatsoever, which may injure, impair or reduce or be likely to injure, impair or reduce the business, goodwill or reputation of the Company or its standing in the eyes of the public or any of its Clients/prospect Client.
- 15.7. Rights under this Agreement can only be waived in writing, such waiver not to affect the waiving party's rights or entitlements in respect to subsequent breaches of this Agreement. Failure to compel performance shall not be construed as a waiver.
- 15.8. In the event that any of the provisions contained in this Agreement are found to be invalid or unenforceable, such provisions shall be deemed deleted, and the validity and enforceability of the remaining provisions shall continue unimpaired.

## 16. Miscellaneous.

- 16.1. Written notification in the Agreement denotes one of the following means of communication:
- a) Email;
  - b) "Company News" page on the Company's website;
- 16.2. The IB agrees that the Company may use the IB's contact information, such as address, email and other personal information to send the IB letters and proposals.
- 16.3. Any correspondence (documents, announcements, notifications, confirmations, statements, etc.) shall be deemed received by the IB:
- a) One hour after being sent by email;
  - b) One hour after the announcement is posted on the "Company News" page on the Company's website;
- 16.4. IB shall unconditionally and under all circumstances, without exception, act solely on behalf of his/her own. Conducting any business under the name of the Company is a violation of the Agreement and will lead to immediate termination of the Agreement and the cancellation of any commission payable to the IB.

### Appendix A

The IB shall be entitled to receive the below commission fees from the commissions the Company charges the Clients introduced by the Introducer in regard to every complete trading transaction (open and close a position) as long as it meets the requirements mentioned in this Agreement.

#### Commission Structure

The IB is entitled to the commissions stated in the IB portal under the 'commission conditions' tab with details of commission structure reflecting the charges (commissions) that the introduced clients will be charged based on their trading volume.

#### Payments Procedure

Payments to the IB will be carried out on closed positions traded by the IB's introduced clients. The commissions will be credited to the IB account. The IB can request a withdrawal at any time. The entitled commissions will be wired by the Company to the IB Bank account which the IB will give at the time of a withdrawal request.