

# **INTRODUCING BROKER AGREEMENT**

This Introducing Broker Agreement (the "**Agreement**") is made as of the later of the two signature dates set forth below (**Renewal of Agreement**\_\_\_\_\_"), by and between **CF MERCHANTS LIMITED** incorporated in St. Vincent and the Grenadines, whose principal place of business is at Suite 305, Griffith Corporate Center, P.O Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines (the "**Company**"), and \_\_\_\_\_, whose principal place of business is at \_\_\_\_\_ (the "**IB**").

**Whereas** Company markets a Forex Trading Platform (the "**Company's Platform**"); and

**Whereas** IB represents that it have the professionalism, knowledge and experience to operate as an Introducing Broker (the "**IB**") for the Company's Platform as described in this Agreement;

**THEREFORE, in consideration of the foregoing premises and agreements hereinafter contained, the parties mutually agree as follows:**

## **1. SERVICES RENDERED BY THE IB TO THE COMPANY**

1.1. According to the Company's instructions, the IB shall provide to Company's Platform Introducing, Marketing and Pre-Sale activity, including:

- 1.1.1 Assisting with establishing the Company's promotional Website.
- 1.1.2 Referral of Potential Clients to Company's Website. The Company may instruct, and the IB shall be liable for, AML and KYC compliance procedures with respect to the Company's potential clients.
- 1.1.3 Execute the Marketing programs targeted at new customer acquisition.
- 1.1.4 Operate a pre-sale call center/ Sales department.
- 1.1.5 Customer's Dealing help desk.
- 1.1.6 Any other reasonable task the Company may instruct the IB to fulfill.

1.2. All and any funds activities between the Company and the clients, including, without limiting client's deposits and withdrawals, shall be made between the Company and the Clients Directly. The IB will NOT receive any funds from clients on behalf of the Company.

- 1.3. Each Party shall bear all the costs and expenses for all their activities to perform its obligation according to this Agreement, unless otherwise agreed by both parties, in writing.
- 1.4. Each Party shall perform its obligations hereunder in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules and regulations.
- 1.5. Each Party shall promptly inform the other Party of any information known to the informing Party that is relevant to the other Party, including, but not limited to, potential clients, Leads, Complaints that could reasonably lead to a claim, demand or liability against the receiving Party and/or the receiving Party Related Entities, by any third party.
- 1.6. The IB shall not give any presentation or warranty in the name of the Company and shall not obligate the Company in any way, without the prior approval of the Company.
- 1.7. The IB shall e-mail or otherwise promote its businesses on the Internet in compliance with all applicable laws, rules, regulations and directives, including but not limited to those relating to e-mail and "spamming". Without limiting the generality of the foregoing, The IB shall (a) not send any e-mail regarding The Company and/or The company Related Entities to any individual or entity that has not requested such information (b) always include "unsubscribe" information at the top and bottom of any e-mail regarding the Company and/or the Company related entities.
- 1.8. The IB shall not (a) engage in any fax, broadcast and any other offline marketing methods with respect to The company and/or The company's Related Entities (b) use Malware and/or Spyware techniques or use any other aggressive methods in any of its dealings relating to The company and/or the Company's Related Entities (c) make any false, misleading or disparaging representations or statements with respect to The company and/or the Company's Related Entities (d) Engage in any other practices which may affect adversely the credibility or reputation of the Company and/or The company's Related Entities, including but not limited to, using any Website in any manner, or having any content on any Website, that (i) promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities or (ii) violates any intellectual property or other proprietary rights of any third party.
- 1.9. **Advice:** In the event The IB or the Company provides Trading Advise/information to a Client, The IB or The Company, according to the

matter, shall have full responsibility towards the Client, including, without limiting, for the profitability of such information, losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information.

## **2. RESPONSIBILITIES OF THE IB**

- 2.1. The IB shall make available to the Company all Clients and Potential clients lists.
- 2.2. As long as this Agreement is in effect, The IB shall not distribute, disclose, and make available, use in any way, directly and/or indirectly, the Client customer's Lists, with any entity that competes and/or offers similar services provided by the Company ("Competing Entity").
- 2.3. Without harming the above, The IB shall be allowed to make available specific Client's details to a Competing entity, if the Company has refused to provide services to those specific Client(s).
- 2.4. It is hereby clarified that the Company will have full and absolute discretion in regard to the acceptance of any client of the Company and/or its contractual arrangements with the Company. The Company shall have the right to refuse or to accept any client and/or deny service to any client and/or change or terminate its relations with any client, all at the Company's sole discretion.

## **3. COMPENSATION**

- 3.1. The IB shall be entitled to receive the Fees as set forth in Schedule A attached hereto.

## **4. TERMS AND TERMINATION**

- 4.1. This Agreement shall continue in force for one (1) year from the date of the Agreement ("**Initial Term**"). At the end of the Initial Term, and at the end of each Renewal Term thereafter, this Agreement shall be automatically renewed for an additional one (1) year term ("**Renewal Term**") unless terminated pursuant to this Agreement.
- 4.2. The Company may terminate this Agreement at any time, with or without cause, with a 90 day written prior notice to The IB. Without prejudice to any other rights, the Company may terminate this Agreement with an immediate notice, upon any breach of this contract by The IB which is not repaired, if it is repairable, within 7 working days upon a written demand given by the Company to The IB.

- 4.3. The IB may terminate this agreement with a 90 day written prior notice to the Company.
- 4.4. Despite the aforesaid in sections 4.2-4.3, The Company may terminate this Agreement at any time, with an immediate notice, upon any change of regulatory or legal state, or in an event of Force Majeure or other circumstances that are not under the control of the Company, which may have effect on the Company's ability to provide its services to its clients.
- 4.5. Upon expiration or termination of this Agreement: (a) Each Party shall return to the other Party all property of the other Party in its possession or control (including all Creative and all Confidential Information and The Company property as defined below); (b) The IB shall immediately cease any activity to market and or promote the Company and/or the company's services; (c) All rights granted to The IB hereunder will immediately cease (d) All Information regarding Clients, potential client, prospective clients and leads shall remain with the Company and will not be used by The IB or transferred by The IB to any third party.
- 4.6. Sections 4 through 8 shall survive the termination or expiration of this Agreement.

## 5. PROPRIETARY RIGHTS

- 5.1. All software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual or other property used by or on behalf of the Company or otherwise related to the Company, together with all copyrights, trademarks, patents, trade secrets Confidential information and any other proprietary rights inherent therein and pertinent thereto, including any property which will be developed or acquired by the Company in the future with or without any relation to The IB and especially clients and potential clients details lists (collectively, "**The Company Property**"), shall be and remain the sole and exclusive property of the Company.
- 5.2. **Use of Company Marks:** During the term of this Agreement, the Company hereby grants The IB a limited, revocable, non-exclusive and non-transferable license to display the Company's Marks, solely as necessary to perform The IB's obligations under this Agreement. The IB acknowledges and agrees that: (a) It will use the Company Marks only as permitted hereunder; (b) It will use the Company Marks in a lawful manner and in strict compliance with all format(s), guidelines, standards and other requirements expressly prescribed by The company; (c) The

Company Marks are and shall remain the sole property of The Company; (d) Nothing in this Agreement shall confer in The IB any right of ownership in the Company Marks and all use thereof by The IB shall insure to the benefit of The company; and (e) The IB shall not, during the term of this Agreement or in the future, contest the validity of any Company Marks or use any term or mark confusingly similar to any Company Mark.

## **6. ANTI MONEY LAUNDERING**

6.1. "Money Laundering" is the process by which individuals attempt to conceal the origin and ownership of proceeds of illegal activity. Generally, money laundering involves any financial transaction:

- Using funds derived from criminal activity and/or
- Conducted to facilitate or conceal criminal activity.

6.2. Money laundering activity is highly regulated by global and international legislation; therefore, the IB is strongly advised to implement AML Code of practice to avoid any legal procedures and sanctions in the future.

6.3. St. Vincent and the Grenadines AML and Countering Financing of Terrorism Act determine "Customer Due Diligence" (CDD) requirements. The scope and code of practice for conducting CDD can be found in the AML identity verification code of practice guide, published by the Financial Services Authority in St. Vincent and the Grenadines, which the Company strictly follows.

6.4. The main risk of Money Laundering by criminal elements through the company is the exploitation of the deposit/withdraws procedures made available by the Company, and the opportunity to present to law enforcement and tax entities that the source of the funds coming from the Company, is profit made in the Forex Markets.

6.5. To avoid such abuse of the Company's services by its unlawful clients, the rule of thumb is not to allow the transfer of funds between different entities. For example:

- One cannot deposit from a company he owns to his personal trading account, and vice versa.
- One cannot get deposits from his brother/mother/other relative, bank account; unless that relative joins the trading account (signs the trader agreement).
- Cash deposits to the Company's account by traders should be forbidden. If such a deposit did occur, then in case of a withdrawal request, the trader will need to supply bank account details of the

person who made the cash deposit, with a written proof of the account details (check, credit card etc.).

- A client cannot transfer funds between trading accounts that not all of them are under his name.

## 7. CONFIDENTIALITY AND NON-COMPETITION

7.1. Confidential Information Shall include, but shall not be limited to, any and all information associated with the other Party's business and not publicly known, including, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, customer lists, Leads, potential and/or prospective customer lists, names, addresses and other information regarding customers, leads and prospective customers, product designs, sales, costs, and other unpublished financial information, business plans and marketing data, is confidential and proprietary information, whether or not marked as confidential or proprietary.

7.2. Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations hereunder. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (a) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations hereunder, who each shall treat such Confidential Information as provided herein; or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement. Confidential Information shall not include any information which is: (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information; (ii) is independently developed by the non-disclosing Party without breaching any provisions of this Agreement; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of this Agreement.

7.3. **Non-Competition:** During the term of this Agreement and 12 months following the termination of the Agreement, The IB shall not, directly or indirectly, solicit and/or provide competing or similar services to the Company's Clients (including Clients included in the Client Lists) and/or work with and/or employee and/or connect with in any way, with Company's Employees (or former Employees in the 6 months prior to connection with them according to this clause).

## 8. DISCLAIMER OF WARRANTY

8.1. THE COMPANY MAKES NO WARRANTIES HEREUNDER, AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE COMPANY FURTHER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, THAT THE TRADING SOFTWARE AND HARDWARE (the "Trading Platforms") DO NOT INFRINGE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY IN ANY JURISDICTION, INCLUDING, BUT NOT LIMITED TO, THE TERRITORY. THE IB UNDERSTANDS AND AGREES THAT THE TRADING PLATFORMS MAY NOT SATISFY ALL OF THE LEADS' REQUIREMENTS AND MAY NOT BE UNINTERRUPTED OR ERROR-FREE, AND OPERATES ON AN "AS-IS", "AS-AVAILABLE" BASIS.

## **9. LIMITATION OF LIABILITY**

9.1. THE COMPANY SHALL HAVE NO LIABILITY WITH RESPECT TO THE TRADING PLATFORMS OR ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE COMPANY'S LIABILITY TO THE IB UNDER THIS AGREEMENT FOR ANY REASON WILL BE LIMITED TO THE AMOUNTS PAID TO THE IB BY THE COMPANY DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT; BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

## **10. INDEMNIFICATION**

10.1. The IB agrees taking into consideration the contents of section 8.1.- to indemnify, defend and hold harmless The company and any of The company's Related Entities and the directors, officers, employees, subcontractors and agents thereof (collectively, the "Indemnified Party"), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon or arises out of: (a) The IB's breach of any representation, warranty, obligation or covenant under this Agreement; (b) The IB's gross negligence or willful misconduct; or (c) Any warranty, condition, representation, indemnity or guarantee relating to The Company and/or the Company Related Entities granted by the IB to any Lead, client

Prospective, client or other third party, except if such damage is clearly attributable to the activities of the company, its affiliates, employees etc.

- 10.2. The Company shall immediately inform The IB of any claim that can lead to a claim against the IB.

## 11. NON-EXCLUSIVE REMEDIES

- 11.1. In addition to all other rights and remedies available to The Company under this Agreement and under applicable law, In case of any serious breach of contract by The IB, the Company shall have the right to (i) immediately enjoin all activity with The IB, without the necessity of showing damages or posting bond or other security, (ii) immediately terminate this Agreement, and (iii) Be indemnified for any losses, damages or liability incurred by The Company in connection with such violation (iv) receive from The IB all and any revenue received by The IB with connection to breach of The IB's obligation to exclusivity towards the Company.

## 12. GENERAL PROVISIONS

- 12.1. **Force Majeure:** Any Party to this Agreement shall not bear any responsibility to any harm at any form which shall be caused as the result of a force major and any outside event which is not in the control of the Party. If any Party shall be unable to perform its obligations according to this agreement as the result of force majeure, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.
- 12.2. **The IB is an independent contractor:** The IB is not an agent, representative or Related Entity of the other Party. The IB shall not have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 12.3. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered personally or by e-mail to the Party to which the



same is directed; (b) two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the respective addresses of the Parties as set forth on the Registration Page.

- 12.4. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.
- 12.5. This Agreement, including all Exhibits hereto, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein.
- 12.6. No amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both Parties.
- 12.7. The IB shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, to any third party without The Company's prior written consent, to be given or withheld in The Company's sole discretion. The Company may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder, to any related Entity of the Company, as long as The IB's rights according to the Agreement shall not be harmed.
- 12.8. **Severability:** Each term and provision of this Agreement is intended to be severable. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason whatsoever that term or provision shall be ineffectual and void and the validity of the remainder of this Agreement shall not be adversely affected thereby. In the event that any provision of this Agreement shall be held unenforceable, the same shall not affect the remainder of the provisions hereof, which shall be given full effect without regard to the invalid portions hereof. The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement to the extent necessary to carry out the intended preservation of such rights.
- 12.9. Each Party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to this Agreement may be brought and prosecuted only in a court of law in the territory of the St. Vincent



and the Grenadines, and by execution of these Terms and Conditions each Party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum.

12.10. Despite the aforementioned, The Company shall hold the ability to bring legal proceedings against the IB in the IB's place of residence, immediately and without prior arbitration, in relation to any funds owed by the IB to the Company or any other breach of this Agreement. In such case, the governing law can be, according to the company's decision, the applicable law at the IB's place of residence.

## **CHECKLIST OF SUPPORTING DOCUMENTS**

- Schedule A – Compensation (signature required - see next pages)
- Personal Detail of UBO of the IB (signature required - see next pages)  
(In case of shareholders, fill this form for each of the shareholder and provide percentage of each shareholder)
- Bank statement of UBO of the IB (within last 3 months)  
(In case of shareholders, provide bank statement of each shareholder)
- Any utility bill of UBO of the IB (within last 3 months)  
(In case of shareholders, provide utility bill of each shareholder)
- Complete Company Detail of the IB (signature required - see next pages)
- Bank statement of the IB (within last 3 months)
- Any utility bill of the IB (within last 3 months)
- IB's Representative Detail (signature required - see next pages)
- IB history and profile
- Registration Details
- Notary Certified Copy of Registration Documents
- Board of Resolution Document
- Memorandum / Article of Association
- Certificate of Incorporation
- Notary Certified copy of IB's AML / KYC policy on IB's letterhead

## **DECLARATION**

The Company and The IB confirm that they have read, understood, agree this Agreement.

The Company and The IB guarantee that they do not breach any regulations of their respective country of residence.

The information provided by The Company and The IB in this Agreement is truly correct and undertake to notify each other, in writing, if there is any change to any data that may affect this agreement.

## **SIGNATURES**

**CF MERCHANTS LTD**

the Company

the IB

Date of signature

Date of signature

# Schedule A

## COMPENSATION

1. Company shall pay the consideration on cost + basis, according to the IB's expenses related to the execution of this Agreement, as shall be determined from time to time. Consideration shall be paid on a monthly basis.
2. Media purchases shall be paid separately, on cost+ basis by IB.
3. IB shall provide a quarterly report to the Company's retroactive approval. Any disputes shall be resolved by the Parties and taken into account in future payments.
4. The IB shall NOT be entitled to any other compensation, including from any other income of the Company resulting from the IB clients, which was not set forth above or by prior approval of the Company.
5. The Company's report shall be the decisive proof for the fees owed to The IB.
6. The Company have all rights to take any action or/and decision against IB, with or without any prior notice under any circumstances. Company also maintains right to amend this Agreement with or without prior knowledge to IB.

## SIGNATURES

**CF MERCHANTS LTD**

the Company

Date of signature

the IB

Date of signature

# Personal Detail of Ultimate Beneficial Owner (UBO) of the IB

## NAME AND ADDRESS

Full Name: \_\_\_\_\_

Title:      Mr            Mrs            Miss            Other: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

NIC No: \_\_\_\_\_

Passport No: \_\_\_\_\_

Permanent Residential Address: \_\_\_\_\_

\_\_\_\_\_

City / Town: \_\_\_\_\_

Country: \_\_\_\_\_

Postcode: \_\_\_\_\_

Time spent at your current address

< 3 years

>= 3 years

Provide the previous address if less than 3 years

City / Town: \_\_\_\_\_

Country: \_\_\_\_\_

Postcode: \_\_\_\_\_

## CONTACT DETAILS

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

## BANK DETAILS

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

\_\_\_\_\_

Account Name: \_\_\_\_\_

IBAN: \_\_\_\_\_

Swift Code (11 digit): \_\_\_\_\_

\_\_\_\_\_

Signature of UBO of the IB

\_\_\_\_\_

Date of Signature

# Complete Company Detail of the IB

## NAME AND ADDRESS

Registered Name: \_\_\_\_\_

Registered Office Address: \_\_\_\_\_

\_\_\_\_\_

City / Town: \_\_\_\_\_

Country: \_\_\_\_\_

Postcode: \_\_\_\_\_

No. of employees: \_\_\_\_\_

## CONTACT DETAILS

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Website: \_\_\_\_\_

## BANK DETAILS

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

\_\_\_\_\_

Account Name: \_\_\_\_\_

IBAN: \_\_\_\_\_

Swift Code (11 digit): \_\_\_\_\_

\_\_\_\_\_

Signature of the IB

\_\_\_\_\_

Date of Signature

# IB's Representative Detail

## NAME AND ADDRESS

Full Name: \_\_\_\_\_

Title:  Mr  Mrs  Miss  Other: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

NIC No: \_\_\_\_\_

Passport No: \_\_\_\_\_

Permanent Residential Address: \_\_\_\_\_

City / Town: \_\_\_\_\_

Country: \_\_\_\_\_

Postcode: \_\_\_\_\_

Time spent at your current address

< 3 years

>= 3 years

Provide the previous address if less than 3 years

City / Town: \_\_\_\_\_

Country: \_\_\_\_\_

Postcode: \_\_\_\_\_

## CONTACT DETAILS

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Skype ID: \_\_\_\_\_

\_\_\_\_\_  
Signature of the IB

\_\_\_\_\_  
Date of Signature