



# **EXCLUSIVE MARKETS LTD**

## **INTRODUCING BROKER AGREEMENT (the “Agreement”)**

## Introducing Broker Agreement

The following constitute the terms and conditions applying to the Introducing Broker Program which need to be duly and carefully read before enrolling. In order to participate in the Introducing Broker Program, the Introducer must have completed and submitted the registration form to become an Introducer and must have been duly verified by the Company.

### 1. INTRODUCING BROKER TERMS & AGREEMENT

This Agreement is entered into between:

(a) **EXCLUSIVE MARKETS LTD**, (operating under the trading name **“Exclusive Markets”** herein **“the Company”**), a limited liability company incorporated under the laws of the republic of Seychelles, with registration number: 8423950-1 having its registered address at Suite 18, Vairam Building, Mahe-Seychelles. The Company is authorized and regulated by the Financial Services Authority Seychelles (the **“FSA”**) operating under its FSA license number SD031. The Company is trading through its website <https://www.exclusivemarkets.com> (the **“Website”**); and

(b) The **“INTRODUCER”** and/or the **“INTRODUCER BROKER”** and/or the **“IB”** shall mean the individual or entity which applies for the Introducing Broker Program in accordance with the terms and conditions set forth herein.

And furthermore, may both hereinafter be referred to as separately as the **“Party”** and jointly as the **“Parties”**.

Where the context allows, the foregoing expressions also include receivers, managers, successors in title, and, in the case of legal persons, their personal representative

**WHEREAS**, the Introducer possesses the necessary knowledge and expertise to provide intermediary services to the Introduced Clients, thereby enhancing the quality of service in facilitating the conclusion of financial contracts between the Company and potential Clients; and

**WHEREAS**, the Parties wish to enter into this Agreement in order to set out the terms upon which the Introducer may be referring potential Clients to the Company and/or any Company Group.

NOW, THEREFORE, in consideration of the premises and the covenants and representations contained herein, the Parties agree as follows:

### 2. ELECTRONIC SIGNATURES AND INTRODUCER'S ACCEPTANCE OF AGREEMENT

**2.1.** The Introducer hereby acknowledges and agrees that by completing and submitting the Introducer's registration form to the Company and clicking on the **“I agree”** button or similar buttons or links as may be designated by the Company on the Website, agrees on the present terms and conditions of the Agreement.

**2.2.** Notwithstanding to the fact that the **“I agree”** button has been clicked, the Introducer also acknowledges and agrees that, by continuing to access or use the Website and/or introducing new potential Clients and/or by accepting any commissions and/or acting

upon any condition of the present Agreement, is entering into a legally binding contract with the Company as per the terms of the present Agreement. The Introducer fully agrees to abide by and be bound by all Terms set out in this Agreement, as well as any supplementary or additional agreements sent by the Company relating to commissions or other terms.

- 2.3.** The Introducer hereby waives any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

### **3. DEFINITIONS**

In this Agreement and/or any addendums and/or appendices and/or schedules and/or side letters, unless the context otherwise requires, the following words shall be construed as follows:

**Active Introduced Clients:** means Introduced Clients who make as a minimum 1 (one) Completed Transaction during the reporting month.

**Business Days:** means the business days that the banks are open for business in Seychelles.

**Client:** means any person whom the Company or the Company Group have approved to open a Trading Account subject to the Client Agreement.

**Client Agreement:** is the Company's client agreement, as amended from time to time, which the Introducer and/or any Introduced Client accepts while opening an account with the Company, including additional policies and procedures as found on the Website.

**Commission Table:** means the table and rates with the Commissions found in the Introducer's portal once registered as an Introducer and/or sent via email by the Company, which is an integral part of the present Agreement, and it is duly acknowledged and accepted by the Introducer.

**Commissions:** means the fee payable by the Company to the Introducer, for the Introduced Client's' activities, that will be calculated pursuant to the provisions of the Commission Table and subject to the present terms. It is noted that, any amounts generated by the Introducer calculated from its personal Client Trading Account with the Company, will not be part of the Commissions.

**Company Group:** means the entities, and or affiliates that the Company and or its shareholder(s) own(s) and or control(s), directly or indirectly.

**Completed Transaction:** means 1 (one) counter deal of the same size (opening a position and closing a position): buy then sell and vice versa.

**Effective Date:** means the date the Company verifies the Introducer by sending the relevant notice to the Introducer, and when the present Terms become binding.

**Introduced Clients:** means the Clients that will be introduced by the Introducer to the Company, directly or indirectly and/or assigned under the Introducer by the Company at its sole discretion with whom the Company enters into a Client Agreement following the

provision of their due diligence and/or know-your-client documentation but excluding the Introducer itself and/or any personal Trading Accounts created by the Introducer in the past, present or future.

**Introducing Broker Program:** is the program which the Company makes available to certain individuals or entities, pursuant to the terms of the present Agreement via the Company's Website in order to engage the Introducer to act as mediator between the Company and targeted potential clients for the conclusion of a Client Agreement with the Company.

**USD:** means the lawful currency for the time being in the United States of America.

#### **4. INTERPRETATION**

In this Agreement:

- a)** clause and Schedule headings shall not affect its interpretation;
- b)** a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- c)** unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- d)** unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- e)** a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- f)** a reference to a statute or statutory provision or to related enactments, orders or instruments are references to those provisions, enactments, orders or instruments as amended or as re-enacted or as their application is modified from time to time;
- g)** a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- h)** a Party's obligation not to perform any act includes an obligation not to allow such act to be performed;
- i)** a reference to this Agreement (or any provision of it) or to any other agreement or document referred to in this Agreement is a reference to this Agreement, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Agreement) from time to time;
- j)** unless the context otherwise requires, a reference to a clause or Appendix is to a clause of, or Schedule to, this Schedule and a reference to a paragraph is to a paragraph of the relevant Schedule;

- k)** any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- l)** a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, license, notarisation, registration and resolution;
- m)** a reference to the words “determines” “determined” means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it;
- n)** a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

## **5. GENERAL PROVISIONS**

- 5.1.** The Company reserves the right to refuse or decline forming any relationship with the Introducer and/or any prospective client including a Client and has the right to terminate the business relationship with any Introduced Client at any time.
- 5.2.** The Introducer, on the basis of and under the terms of this Agreement, hereby agrees, to refer prospective clients to the Company with a view of engaging them and entering into a Client Agreement for the provision of the Company's products and services.
- 5.3.** Any Introduced Client, who is introduced by the Introducer and opens a Trading Account with the Company will also be considered the Company's Client and therefore, they will be subject to all of the Company's rules, policies and operating procedures that govern their activity at the Company's Website and needs to follow the same procedure as any other Client who opens a Trading Account with the Company.
- 5.4.** If an Introduced Client is an existing Client of the Company and or within the Company Group, the Company must notify the Introducer accordingly. It is understood and agreed within the Parties that such notification will be provided to the Introducer to the extent that the Company and or the Company Group will not violate and or breach any applicable laws and regulations, which govern the operations of the Company, and all and any contractual obligations owed to the existing Clients and or which may possibly violate personal data protection laws and regulations.
- 5.5.** An existing Client of the Company and or within the Company Group, will not be considered to have been referred by the Introducer, unless, it has been introduced by the Introducer prior to the Effective Date and the Company approves such introduction to be assigned under the Introducer.
- 5.6.** Nothing herein shall prevent the Company from promoting and/or marketing its services by itself.
- 5.7.** All data regarding the Introduced Clients shall remain the sole and exclusive property of the Company for as long as the applicable laws and regulations provide and by entering into this Agreement the Introducer acquires no right to such information, except as expressly stated herein.

## **6. COMMENCEMENT DATE**

This Agreement will commence on the Effective Date and will continue unless or until terminated by either Party subject to any relevant Term herein.

## **7. AMENDMENTS TO THE TERMS AND NOTICE**

- 7.1.** This Agreement, as amended from time to time, and as they are published on the Website, override any previous, current, or future legally binding agreement and/or legal document and/or representation, expressed or implied, made or to be made by the Company and/or any of its representatives and/or Company Group, and shall be the only legally enforceable means that defines the relationship between the Introducer and the Company in regards to the due Commissions for the Introduced Clients and the services governed herein.
- 7.2.** The Company reserves all rights to alter and/or amend any term of the Agreement at its sole discretion at any time without prior notice. The updated, amended and altered Agreement shall become binding and effective when published on Website. The Company reserves also the right to make any changes on the Introducer's Commission Table without any such prior notice and shall become binding from the moment it is uploaded on the Introducer's portal and/or sent via email.
- 7.3.** It is the sole responsibility of the Introducer to be up to date with any changes made to the Agreement thus, it is highly recommended to Introducer to visit the Website and/or its portal on a regular basis for any updated terms which will supersede the previous. The Agreement is accessible through the Website in the "Legal Documents" and/or in the Introducer's portal.

## **8. INTRODUCER OBLIGATIONS, COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

- 8.1.** The Introduce, undertakes and warrants at all times:
- a)** To conduct its activities in such a way that do not give rise to any actual or potential conflict of interests with the Company;
  - b)** To ensure that its conduct does not tarnish the image and reputation of the Company;
  - c)** Not engage in any service in any marketing or promotional activity in any restricted area, location, territory or justification without the Company's prior written approval;
  - d)** Not act it any way that will violate the provisions of the Company authorization or that would create future liability to the Company.
  - e)** To hold the advertising events in favor of the Company;
  - f)** To increase Company's brand awareness and promoting the products into the market;
  - g)** To inform the Introduced Clients about the Company's activity and services, advantages, risks and others;

- h)** To notify the Introduced Clients for all necessary information about the Company, including the addresses and contact requisites of the Company, common and special terms of services.
- 8.2.** The Introducer will not solicit to the Company Introduced Clients or prospective introduced clients in a manner that is contradictory to the laws and regulations applicable to the prospective client's including the Introduced Client's and or the Introducer's and or the Company's domicile.
- 8.3.** The Introducer agrees to notify the Company immediately about any intervention by right or without a right in its activity.
- 8.4.** The Introducer agrees not to issue or copy any advertisement or distribute any promotional material, whether on the internet or otherwise, about the Company, without obtaining the Company's express written consent.
- 8.5.** The Introducer agrees not to use unprincipled types of advertising to promote its activity or proceed with any promoting activity that will harm the Company's reputation. In particular, it is prohibited, among others, to use:
- a)** Active promotion;
  - b)** Advertising on immoral (including pornographic) websites;
  - c)** Advertising any inauthentic information and/or other advertisements on websites breaching the Introducer's country of residence legislation;
  - d)** Send spam;
  - e)** Advertisements with deliberate misleading description of the services provided and also deliberate nondisclosure of the risks and information about the e-services provided to Introduced Clients;
  - f)** Any other types of unprincipled advertising.
- 8.6.** The Company reserves the right to request from the Introducer to terminate any promotional activity that will violate the provisions of the Agreement and or applicable laws and regulations.
- 8.7.** The Introducer may not amend and/or customize the Company's creative material and shall display the Company's creative material solely for the purpose of marketing and promoting the Company service as being given by the Company and always subject to the Company's written prior approval.
- 8.8.** The Introducer shall, except as otherwise set forth in this Agreement, bear all costs and marketing activity, including advertising, marketing and promotion as well as all other related operational costs.
- 8.9.** The Introducer is furthermore prohibited from registering and/or sign the domain names or brand names on any social network, search engines, online advertising platforms, websites, any media, containing a part of the name and/or full name and/or close variation of the Company's name, without prior consent from the Company.

- 8.10.** The Introducer shall at all times refrain from handling Introduced Client's money or property specifically related to the products and services provided by the Company, when providing and conducting marketing and consulting on behalf of the Company.
- 8.11.** The Introducer agrees that it has no rights to enforce any part of this Agreement directly against any Introduced Client, in particular for the payment of any Commissions. The Introducer specifically acknowledges and agrees that nothing in this Agreement gives the Introducer any cause of action that it may bring directly against any Introduced Client whether for the payment, non-payment or otherwise of any Commissions.
- 8.12.** The Introducer agrees to use best endeavors to attract potential clients for the Company.
- 8.13.** The Introducer agrees that Introduced Client's accounts that remain unfunded after registration for a period of at least 90 (ninety) days will be "purged" or otherwise removed from the Introducer's referral network.
- 8.14.** The Introducer agrees that the minimum number of Active Introduced Clients maintained at all times should be at least 5 (five). In case the Introducer fails to refer at least 5 (five) Active Introduced Clients within 90 (ninety) days from Effective Date, the Company, at its discretion, may terminate the Agreement subject to the Terms herein. Given the above, and in the event that the Agreement is not terminated, then the Commissions will be set to an amount as set by the Company periodically.
- 8.15.** The Introducer agrees that in case none of the Introduced Clients proceed to a first-time deposit in a 60 (sixty) day period, the Company reserves the right to reduce the Commissions to an amount as set by the Company periodically. In addition, if no first-time deposits are made in a 90 (ninety) day period, the Introducer's account might be deemed as inactive, and the Company will archive the account resulting in zero Commissions.
- 8.16.** The Introducer agrees that in case it fails to refer new Introduced Clients within 180 (one hundred and eighty) days from the previous introduction, the Company at its discretion, may terminate the Agreement after notifying the Introducer subject to the Terms herein. Given the above, and the event that the Agreement is not terminated, then the Company, reserves the right to set the Commissions to zero.
- 8.17.** The Commissions will be payable subject to the accuracy of Introduced Client's application form and authenticity of the data provided by the Introduced Client. A Introduced Client is considered to be attracted by the Introducer provided that one of the following conditions is fulfilled:
- a.** The Introduced Client indicates the Introducer's ID and/or contact details upon trading account registration;
  - b.** The Introduced Client registered a trading account via a special link provided by the Introducer. In this case the Introducer's id is entered automatically.
- 8.18.** The Company reserves the right to register an Introduced Client provided that the Introducer proves the fact of attracting this Introduced Client and explain the reason why the registration was not carried out in compliance with Term 8.17 hereof.

- 8.19.** The Introducer agrees to inform the Company about all the facts and circumstances, it becomes aware of, that may result in undesired consequences (risks) for the Company.
- 8.20.** Should Introduced Clients assert claims to the Company connected with activity of the Introducer, the Introducer is obliged to settle all the claims of such Introduced Client on its own.
- 8.21.** Subject to the provisions of the Terms hereinafter, the Company has the right to terminate with immediate effect the Introducer's account and/or the Agreement and set the Commissions to zero in case it suspects any abuse of the applicable laws and regulations and/or on its systems by the Introducer and or the Introduced Client.
- 8.22.** Subject to the provisions of any Term herein, the Introducer guarantees:
- a.** That it has the required capacity and authority to accept these Terms;
  - b.** To attract potential clients for the Company's benefit.
- 8.23.** The Introducer guarantees fulfilment of its obligations.
- 8.24.** The Introducer agrees to compensate losses and prevent indebtedness to the Company and its personnel without any claims, demands, suits, expenses, losses, charges (including litigation expenses) and fines that may arise as a result of the Introducer's guarantee commitments breach.
- 8.25.** Without any derogation from any other Term herein, the Introducer does not have the right to do the following without prior written consent from the Company;
- a.** Assume responsibility on behalf of the Company or put the Company under any obligations;
  - b.** Publish or assist in any advertising publications related to the Company in mass media;
  - c.** publish and distribute any articles and letters related to the Company or assist in writing of such articles and letters in any newspapers, magazines and other periodicals, Internet blogs and forums;
  - d.** Give any guarantee and/or promise, make any claims in relation to any payments under any contracts and/or agreements concluded by the Company.
- 8.26.** The Introducer, entering into relations with the Introduced Clients, agrees to inform the latter about its status and powers. Since the Introducer is an intermediary, it is the Company who carries out all actual actions necessary for conclusion and execution of Client Agreements. It is the Company that enters into actual interaction with Introduced Clients, prepares and signs all required documentation.
- 8.27.** The Introducer does not have the right, in its own name and/or on behalf of prospective Introduced Clients, to register a new user in the Company's system and/or accept a Client Agreement, use personal logins, passwords and possibilities of personal areas of Company's Introduced Clients. Within the terms of the Client Agreement, all actions

related to the execution of such, and/or to usage of login and password of the Introduced Client, are considered to be executed personally by the Introduced Client and all registration data are to be considered secure and confidential. The Company will not bear any responsibility for unauthorized use of the registration data of the Client by the third persons.

- 8.28.** Under no circumstance the Introducer has a right to accept from Introduced Clients and/or give out to Introduced Clients, money. All settlement payments with the Introduced Clients are effected by the Company.
- 8.29.** The Introducer agrees to comply at all times with the Company's Brand Usage Guidelines and Compliance Guidelines for Introducer Brokers. These guidelines are incorporated into this Agreement by reference and may be updated from time to time by the Company without notice to the Introducer Broker. The Introducer acknowledges that all marketing, promotional, and client engagement activities must strictly adhere to the instructions and restrictions set forth in these guidelines. The guidelines can be accessed [here](#) and [here](#).

## **9. RIGHTS AND OBLIGATIONS OF COMPANY**

- 9.1.** The Company agrees to provide the Introducer with necessary assistance in executing the mission stipulated hereby.
- 9.2.** The Company agrees to pay the Commissions to the Introducer in the amount and under conditions stipulated hereby and in any Commission Table.
- 9.3.** The Company is not obliged to provide any reports of the Introduced Clients to the Introducer.
- 9.4.** The Company has the right to control the Introducer's activity in functions and obligations performing under this Agreement.
- 9.5.** The Company has the right to ask and get a detailed report about the Introducer's obligations fulfilment under this Agreement.
- 9.6.** The Company has the sole right and absolute discretion to accept or reject and form any relationship with any prospective Introduced Client without giving any reasons therefore and shall in no event be liable for any such rejection.
- 9.7.** In the event that there is no activity in the Introducer's portal for a set period of at least 3 (three) consecutive months from the date the last introduction of a new Introduced Client, the Company will regard the Introducer's portal to be "dormant" (herein the "Dormant Portal"). For the purpose of this clause, "no activity" shall mean failure to refer new Introduced Clients and generate Commissions and withdraw any existing Commission.
- 9.8.** Dormant Portal will be charged with a weekly dormant fee of 5 (five) USD or the full amount of the generated Commissions if the available commissions are less than 5 (five) USD. There will be no charge if there are no generated Commissions available in the Dormant Portal (zero balance). The Introducer hereby irrevocably waives any right, title, or interest in any such deducted amount, and acknowledges and agrees that, in such event, the Company may forfeit any Commission payable to the Introducer to the extent necessary to cover the dormant fee.

- 9.9.** Dormant Portal with less than 5 (five) USD balance will be archived after a period of 3 (three) consecutive months of inactivity where no Commissions were generated, nor any withdrawal has been performed by the Introducer.

## **10. COMMISSIONS PAYABLE TO THE INTRODUCER BY COMPANY**

- 10.1.** Commissions shall be paid to the Introducer as reflected in the Introducer's portal and calculated in accordance with the Commission Table. The Company recommends that the Introducer visit the Website and the Introducer's portal on a regular basis to review updates and notices regarding Commission payouts and the manner in which Commissions are generated and calculated. The minimum withdrawable Commission amount is indicated in the Introducer's portal.
- 10.2.** The Commission Table may be amended by the Company from time to time. In such an event, the latest version of the Commission Table uploaded on the Introducer's portal shall prevail and replace any previous version in its entirety. The Commission structure and rates provided in the portal and/or via email are considered a schedule and/or appendix to this Agreement and may also be amended or replaced from time to time. In such an event, the latest one provided to the Introducer shall be deemed valid and binding.
- 10.3.** The Introducer acknowledges and agrees that the Company may, at its sole discretion, provide additional or customised Commissions to the Introducer, whether via the portal, email, or other written notice. The Introducer further agrees that any such additional or customised Commissions communicated in this manner shall be legally binding and enforceable without requiring a separate signed agreement by the Introducer. These additional Commissions shall remain in effect until expressly revoked or amended by the Company in writing or via the portal.
- 10.4.** The Introducer acknowledges and agrees that the minimum amount of Commissions that can be withdrawn from the Introducer's account is USD 50 (fifty). Any request to withdraw Commissions below this threshold will not be processed by the Company. Commissions that are below the minimum withdrawal amount will remain in the Introducer's account and may be accumulated until the minimum withdrawal amount is reached.
- 10.5.** Further details, restrictions and terms regarding the Commissions are set out throughout this Agreement, including any schedule(s) and/or Commission Table. Subject always to the provisions of this Agreement, the Company will pay to the Introducer the Commissions as follows:
- a.** Any tax (withholding or otherwise) payable on the Commission will be borne by the Introducer and not by the Company;
  - b.** All accrued Commissions, as mentioned in the schedule(s) and/or Commission Table will be automatically deducted from the Introducer;
  - c.** In the event that the Introducer is in breach of this Agreement, the Company will be entitled (without prejudice to any other remedies that may be available to the

Company in relation to such breach) to withhold payment of part or all of the Commissions that would otherwise be due until such time as the breach has been remedied;

- d.** Without derogating from the generality of the foregoing, the Introducer agrees that the Company may determine, under its sole and absolute discretion, that no Commission shall be paid with respect to any Introduced Client if the Company suspects, under its sole and absolute discretion, of any manipulation of the Company and or its systems and or the Introducer compensation plan in connection with a Introduced Client;
  - e.** The Introducer shall not be entitled to receive any Commission for any Introduced Client unless and until such Introduced Client has been approved and qualified by the Company; and
  - f.** If any Introduced Client during the term of this Agreement is in breach of any of its payment obligations under any other agreement with the Company, the Company may at its sole discretion, withhold the amount outstanding in relation to the defaulting Introduced Client from any Commissions due and payable to the Introducer until the breach has been remedied and is no longer outstanding.
- 10.6.** The acceptance of a payment made by the Company to the Introducer shall be deemed full and final settlement of the Commission due for the relevant calendar month. In case the Introducer disagrees with any amount payable, the Introducer must NOT accept payment for the said amount and must immediately send a written notice of dispute to the Company but not later than 15 (in words: fifteen) calendar days starting from the date that payment is made by the Company, otherwise the right to challenge the Commission and or the payment shall be deemed to have been waived by the Introducer.
- 10.7.** Any Commission paid by the Company to the Introducer at any time, shall not in any way be considered as an indication or guarantee of payment of any other month.
- 10.8.** The Company reserves the right to take legal actions against the Introducer in the event the Introducer shall attempt to manipulate the Company and/or the trading platform to proceed with any abusive activity against the Company. Without limitation to the foregoing, the Company reserves the right to withhold, set-off and/or deduct from any payment of Commission due to the Introducer, hereunder in the event of such manipulation and/or abuse and may also terminate this Agreement with immediate effect.
- 10.9.** For avoidance of doubt, the Introducer shall not be entitled to receive any payment of Commission in the event where the Company has a reason to believe that the Introducer and/or the Introduced Client attempts to manipulate and/or misuse the trading platform and/or the Company and/or attempts to with any abusive activity against the Company, abuse the provisions of the agreement or adversely affect the good will and/or reputation of the Company or the trading platform.
- 10.10.** Without derogating from the generality of the foregoing, it is agreed that the Company may determine, under its sole and absolute discretion, that no payment of Commission shall be executed to the Introducer in the event that the Company has reasons to believe and/or suspects, under its sole and absolute discretion, of any manipulation of the

Company and/or the trading platform and/or of any abuse of the provisions of the agreement in connection with Introduced Clients.

- 10.11.** Notwithstanding all of the above, in the event the Company suspects or has reason to believe that an Introduced Client has abused or acted in bad faith or in the event it comes to the attention of the Company that there is an abuse on the trading activities of the Introduced Client, including but not limited to the following activities: opening and closing positions with the sole purpose of achieving the marketing commission trigger for a commission plan, and the Company reserves the right to suspend and cancel the payment of any Commission due in connection with this aforesaid Introduced Client and/or close the Introducer's account.

## **11. HELD OVER PERIOD**

- 11.1.** Notwithstanding the forgoing, the Company may, at its sole and exclusive discretion, withhold, delay or deny payment of the Commission and/or fraction of it, in any of the following events:
- a.** the Company has reason to believe that the Introducer's and or Introduced Client's activity is not in compliance with any applicable law; and or
  - b.** the Company has reason to believe that the Introducer's and or Introduced Client's activity is in breach of this Agreement; and or
  - c.** the Company determines that the Introducer is involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to the Company; and or
  - d.** the Company has reason to believe that payment of the Commissions will breach any applicable law and/or regulations, including, without limitation the provisions of any anti – money laundering laws and or regulations.
  - e.** If the Company is facing system errors and/or technical delays which are not attributable to the Company's direct fault.
  - f.** In respect of trades carried out in an Introduced Client account in respect of which chargebacks and refunds have been effectuated.
- 11.2.** Notwithstanding the forgoing, in the event that any activity in Introducer's account, or in any account which appears to be controlled or managed by the Introducer, is deemed suspicious by the Company at its sole determination, the Company may at its own discretion delay payment of the Commission for up to one hundred and eighty (180) days in order to investigate the matter and verify the relevant transactions. In the event that the Company determines the activity constitutes fraudulent traffic, the Company shall recalculate or withhold the Commission accordingly and in its sole discretion. The following scenarios may be considered, amongst other and non-exhaustive, as fraudulent traffic:
- a.** duplicated IP addresses for Introduced Clients and/or
  - b.** traffic from incentivized/adult/fraud/robotic sources.
- 11.3.** It is hereby clarified that in any event that the Company determines that Introducer is involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to the Company, including without limitation to the Site(s), Account(s), Bonus(es), Qualified Trader(s), Second Tier Sub-Affiliate(s) and/or Referred-Affiliate(s); the Company shall have the right, in addition to any other right or

remedy available to it under this Agreement or applicable law, to proceed with no compensation to Introducer.

- 11.4.** If any of the abovementioned events occur, the Introducer hereby irrevocably waives any claim or demand against the Company, its directors, officers, shareholders, employees in respect of such action taken by Company.
- 11.5.** The Company reserves the right to take legal actions against the Introducer in the event the Introducer shall attempt to manipulate the Company and/or abuse the terms herein. Without limitation of the foregoing, the Company reserves the right to withhold, set-off and/or deduct from any payment due to Introducer hereunder in the event of such manipulation and/or abuse and may also terminate this Agreement with immediate effect.

## **12. COST AND INDEMNITY**

- 12.1.** Neither the Company nor its clients, including Introduced Clients, are liable for any cost the Introducer incur. In addition, unless it is expressly provided otherwise in this Agreement, the Company will not be obliged to provide the Introducer with access to premises, data systems or record keeping services to assist the Introducer in carrying out its obligations under this Agreement.
- 12.2.** Without prejudice to any other terms of this Agreement, the Company will have no liability to the Introducer in relation to any losses, costs or expenses that the Introducer suffers that arise from (i) any complaints, claims, demands, judgments, suits, actions, proceedings, costs, debts, damages, expenses and penalties arising out of, suffered or incurred by the Introducer that arise from the Introducer's relationship with any Introduced Client; or (ii) any cause beyond the Company's reasonable control and the effect of which is beyond the Company's reasonable control to avoid; or (iii) any indirect, special, incidental, punitive or consequential damages (including, with limitation, loss or corruption of data, loss of goodwill or reputation) caused by any act or omission of the Company under this Agreement.
- 12.3.** Should, as a result of the Introducer's failure to comply with the conditions of these terms, there will be filed lawsuits against the company, all the losses suffered by the Company are to be compensated by the Introducer in the full scale.
- 12.4.** The Company will not be liable for any default, omissions, errors or mistakes by any third party other than as a result of the Company's own negligence, fraud, or willful default in relation to the appointment of that third party.
- 12.5.** Should the Introducer breach any term of this Agreement, the Company reserves the right to block the trading account of the Introducer until all losses suffered as a result of breach of the conditions hereof, are compensated. Company has the right to cover losses inflicted by the Introducer by the money payable to the Introducer under these terms and also under the Client Agreement and their integral Commission Table and/or schedules and/or appendices.
- 12.6.** The Introducer will indemnify and hold harmless the Company, the Company Group, the Company's and or Company's Group directors, officers, employees from and

against all liabilities, claims, demands, proceedings, costs of any kind or nature whatsoever, debts, damages, expenses and penalties arising out of, suffered or incurred by us in connection with:

- a.** Any material breach, willful default or gross negligent performance of this Agreement, including breach of any warranties or representations.
- b.** Any claim made against the Company by a Introduced Client or third party arising out of or in connection with the Introducer's relationship with the Introduced Client;
- c.** The breach, gross negligent performance or failure in performance of this Agreement by the Introducer, the Introducer's employees, agents or subcontractors; and
- d.** In any matter which does not directly arise from any agreement between the Company and the Introduced Client.

**12.7.** The Introducer agrees to indemnify the Company against any cost, loss, liability or damage that either a Introduced Client or the Company may suffer as a result of Introducer bringing any claim against a Introduced Client for the payment of Commissions.

### **13. CONFIDENTIALITY**

**13.1.** During the term of this Agreement or after its termination:

- a.** Both Parties will treat the facts of their business relationship created with this Agreement and the terms on which they operate as confidential information; and
- b.** Neither Party will disclose any confidential information to any third parties either during the term of this Agreement or after the Agreement has been terminated except in compliance with the requirements and instructions of our respective legal and regulatory authorities.

**13.2.** During the normal course of business conducted under this Agreement, the Company may share certain data regarding the Introduced Client's account with the Introducer. The Introducer warrants that it will only use any such data for the business described under this Agreement.

**13.3.** The Introducer agrees to keep confidential the Company's activity and/or the information that the Introducer becomes aware of in accordance with the requirements of these terms.

**13.4.** All confidential information (including, but not limited to, any business, technical, financial, and Client information) disclosed by the Company to the Introducer will remain the sole property of the Company and/or Company Group.

**13.5.** Without prejudice to the foregoing, confidential information will be treated as such provided that such information is not already in the public domain.

**13.6.** The Introducer must keep confidential information in secret. Confidential information will only be disclosed by the Introducer to any person in the following circumstances:

- a. where required by the applicable law (inter alia, if requested by any regulatory authority in respect of the Group);
- b. with prior written consent of the Company.

#### **14. FORCE-MAJEURE**

- 14.1.** Neither Party shall be in breach of these terms, or liable or have responsibility of any kind for any loss or damage incurred to the other Party, a result of any total or partial failure, interruption or delay in the performance of this Agreement occasioned by a force-majeure circumstances (floods, fire, earthquake and other acts of God, as well as war or different military operations, blockade, government regulation and other unavoidable cases of emergency independent from the Parties) (herein “the **Force Majeure Event**”).
- 14.2.** The Parties acknowledge and agree that if one Party determines that a Force Majeure Event exists or is about to occur, it will inform the other, as soon as reasonably practicable to do so.

#### **15. TERMINATION OF AGREEMENT**

- 15.1.** Either Party may, at any time, terminate the Agreement with immediate effect by providing to the other party by e-mail for such notification, provided that there is no term herewith suggesting the contrary. If the Introducer initiates the termination of the Agreement, the Company will cease to pay to the Introducer any Commission from the date of the written notice of termination.
- 15.2.** This Agreement will terminate immediately and without notice, subject to any terms herein and/or if:
- a. In the event of the solvency, bankrupt or administration of either party, or if a resolution is passed or an order is made for the winding up of either Party, or if either Party ceases or threatens to cease to carry on business or if there is a change of your control to which we reasonably object (or any analogous event);
  - b. In the event of the Introducer’s death;
  - c. The Introducer breaches or fails to comply with any condition, obligation, provision or term under this Agreement that has a material impact on the Agreement between the Parties;
  - d. The Introducer breaches any representation, warranty, material obligation, material condition or term under any other agreement that it may have with any company in the Company Group;
  - e. Any representation, warranty or statement made or repeated by the Introducer is or proves to be incomplete, untrue, incorrect or misleading, or ceases to be true, when made or repeated;
  - f. The Introducer does not, in the Company’s sole opinion acting reasonably, act in good faith or to the common ethical standards or accepted codes of market behavior;

- g.** The Company reasonably believes and provides evidence that the Introducer or any agent on the Introducer's behalf has acted fraudulently towards the Company, and or a Introduced Client;
  - h.** It becomes unlawful for either Party to remain in the relationship contemplated by this Agreement whereby the Parties agree to use best efforts to find an alternative arrangement that is lawful to continue working together;
  - i.** In the Company's reasonable opinion, the services provided under this Agreement are no longer appropriate or any part of this Agreement becomes invalid, unlawful, unenforceable or ceases to be effective or to have full force and effect.
- 15.3.** Upon termination of this Agreement, the Parties acknowledge and understand that the Company has the right to transfer any due commission payable to the Introducer's personal Client Wallet under the terms of the Client Agreement in order to enable the closure of the Introducer's portal.
- 15.4.** Upon termination of this Agreement for whatever reason, each party shall forthwith return to the other party all property of the other party in its possession or control (including all documentation, creative materials and all Confidential Information), including any copies and derivations thereof.
- 15.5.** In addition, upon termination of this Agreement, the Introducer (a) shall destroy all of the foregoing in case of a software by erasing it from the magnetic media on which it is stored and certify in writing to the Company that they have been destroyed; (b) shall immediately cease market and/or promote the Company in any manner, (c) shall cease to use any of the Company's intellectual property rights, trade secrets and technical knowhow and (d) shall immediately cease displaying any of the Company's marketing material.

## **16. MISCELLANEOUS**

- 16.1.** The Introducer acknowledges that it shall at all times be an independent contractor and nothing in this Agreement shall be construed as creating an agency or employer-employee relationship between the Parties.
- 16.2.** The rights and remedies of the Parties under this Agreement will be cumulative, and other exercise or waiver of any right or remedy will not preclude or inhibit the exercise of any additional right or remedy. The failure of the Parties to enforce or exercise any right under this Agreement will not amount to a waiver or bar to enforcement of that right.
- 16.3.** The Parties to this Agreement shall, in exercising their respective rights and complying with their respective obligations under this Agreement (including when conducting any discussions arising out of the application of any provisions of this Agreement or exercising any discretion under them), at all times act in good faith.
- 16.4.** If any term (or any part of any term) is held by a court of competent jurisdiction to be unenforceable for any reason then such term will, to that extent deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement will not be affected.

- 16.5.** Without derogating from the generality of any provision of this Agreement, it is agreed and understood that the Company shall be permitted, both during the term of this Agreement and or following the termination and or expiration of the Agreement, to use, any information related to the Introduced Client (including the Introduced Client's data), and to provide any services to the Introduced Client, and that the Introducer shall not have claim and/or right with respect thereto. It is further clarified that the Introduced Client's data shall be deemed as the Company's sole and exclusive proprietary information and property and shall be deemed as being the Company's confidential information.
- 16.6.** All Introduced Clients shall be considered as clients of the Company only. The Company shall be the sole and exclusive owner of the database of names and contact information and any other data of all Introduced Clients.
- 16.7.** This Agreement and all of its provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 16.8.** This Agreement will be governed by and constructed in accordance with the laws of Seychelles and, unless a matter is referred to an agreed form of arbitration, will be subject to the jurisdiction of the Courts of Seychelles.
- 16.9.** This Agreement as well as any additional agreement hereto are made in English. Any other language translations may be provided as convenience only and in case of inconsistency or discrepancy between the original English text and its translation into any other language, the original version in English language shall prevail.

## **17. COMPANY'S CONTACT DETAILS**

The Introducer and/or Introduced Clients shall communicate with the Company with the communication methods described within this Agreement and/or at the address found on the bottom page and/or on the email: [support@exclusivemarkets.com](mailto:support@exclusivemarkets.com).