

Introducing Broker Agreement

1. Introduction

This **Introducing Broker Agreement** (the “**IB Agreement**”) is made and effective on date when the authorized representative of AC CAPITAL MARKET(S) LTD sign it (the “Effective Date”).

2. Terms and Interpretation

“Banner” means an image advertisement placed by the Introducing Broker (hereinafter, “IB”) on websites and containing a link to the Company website for the purpose of referring Clients.

“Client” means a Client of the IB whose trading volume consists of at least one standard lot per calendar month.

“Company website” – [insert company website]

“IB account” shall mean the special account opened for the sole purpose of crediting the IB’s compensation.

“ID” shall mean the IB’s unique identification number.

“Introducing Broker” means an individual or legal entity which refers Clients for the Company and operates in the interests of the Company, on the basis of these Terms and Conditions.

“Partner group” shall mean the group of Clients acquired by the IB.

“Redirect” shall mean the automatic redirection (transfer) of a web user from the web page on which they are currently situated to another page or website.

“Referral link” shall mean the link to the Company Website containing the IB’s unique identification number, which is to be used by the IB to acquire Clients.

3. General Terms

3.1. In accordance with these Terms and Conditions, a Client who is party to and accepts the Client Agreement with the Company and uses a trading account to trade on the Forex market shall have the right to carry out the acquisition of new Clients to the Company on the basis of and under the conditions provided herein.

3.2. These Terms and Conditions, together with the other Regulatory Documents, form an integral part of the Client Agreement. The definitions outlined in the Client Agreement apply to these Terms and Conditions.

3.3. These Terms and Conditions become binding for each IB at the moment the IB accepts them, regulating the relationship between the Company and the IB.

3.4. To register as an IB, an **individual** must:

3.4.1. Fill out the online Client registration form.

3.4.2. After registration, the IB is required to upload a scanned copy of his/her passport to the Company. The IB will be able to withdraw his/her accrued bonuses only after the Company has received a scan of the passport and has confirmed the authenticity of the information provided by the IB during registration. A message will be sent to the IB's registered email address confirming that the Company has received the documents.

3.4.3. Receive an Introducing Broker login (ID).

3.5. To register as an IB, a **legal entity** must:

3.5.1. Fill out the online registration form.

3.5.2. Accept these Terms and Conditions in [Company Name] and send a copy by email of the following documents to the Company, the email address for which is listed on the Company site:

- Certificate of Incorporation;
- Proof of the signatory authority of the signer Resolution for appointment of Director or Power of Attorney);
- Current passport of the signer, or in its absence, an official confirmation of identity (ID, driver's license);
- Certificate of Incumbency, extract from the trade register, or another document issued by the proper authorities confirming that the company exists at the time of the issuing of the document.

3.5.3. The Company has the right to request additional documents in order to verify the status of the IB as a legal entity and/or to verify that the signer of the registration form has the authority to do so.

3.6. When the Company receives the documents listed in clauses 1.4.2 and 1.5.2 of these Terms and Conditions, the IB account will be activated. The IB will be informed of the activation of his/her account by the Company in an email sent to the IB's registered email address.

3.7. From the moment these Terms and Conditions are accepted, the IB has the right in his/her own name to:

3.7.1. Carry out advertising campaigns in the interest of the Company.

3.7.2. Hold events directed towards the acquisition of new Clients to the Company, provided the events do not violate the laws of the country in which they are held, or of the country of residence of the IB.

3.7.3. Inform new Clients on the Company's line of business and service on offer, the competitive advantages of the Company and other Terms and Conditions.

3.7.4. Communicate all necessary information about the Company to Clients, including the Company's address and contact information, and general and special conditions for the provision of services.

4. Interaction of the Parties

4.1. These Terms and Conditions do not under any circumstances constitute an agreement for the creation of a partnership, joint venture or an employer-employee relationship. The IB may only operate and act in relations with third parties as a Client of the Company, serving as an IB (clause 5.2) and not in any other capacity.

4.2. The IB may use the banners with the Company logo provided in the IB's account, and/or the Referral Link presented after registering an IB Account in Client acquisition. The Referral Link maybe encrypted.

4.3. The Company shall not under any circumstances whatsoever be responsible for:

4.3.1. Any actions carried out by the IB that are in violation of the provisions of these Terms and Conditions and/or the Client Agreement.

4.3.2. Any actions of the IB beyond the authority granted by the Company.

4.3.3. Any damaged caused by the IB to any third party.

4.3.4. Any complaint lodged against the IB in reference to clause 3.1 of these Terms and Conditions.

4.4. The Parties are obligated to comply with the provisions set out in these Terms and Conditions and/or the Client Agreement, unless otherwise specified and formalized with the signatures of each party by mutual consent.

5. Obligations of the Introducing Broker

5.1. The IB is obligated to comply with the laws of his/her country of residence (country in which the IB is located) or of the country in which events for Client acquisition are held.

5.2. The IB is obligated to immediately inform the Company of any lawful or unlawful interference in the IB's activity.

5.3. The IB is obligated to put forth maximum effort in acquiring Clients to the Company.

5.4. If the Client is considered acquired by the IB, the IB ID will automatically be placed in all following trading accounts opened by that Client.

5.5. The IB must stop using any advertising material provided by the Company immediately upon request of the Company. Otherwise, the Company shall have the right to terminate these Terms and Conditions unilaterally.

5.6. The IB may not make use of any dishonest advertising methods for the purpose of promoting themselves on the Internet. In particular it is forbidden to:

5.6.1. Use methods of website promotion that violate the rules of internet search engines, knowingly manipulate the results of internet searches and use other methods of promotion which misinform or mislead search engines or search engine users;

5.6.2. Knowingly mislead website visitors by improperly redirecting them to other websites or internet resources;

5.6.3. Use advertising material containing false information, pornographic content or material which serves to ignite ethnic conflict or racial discrimination;

5.6.4. Send mass mailings of any kind whether of a commercial, political, or any other nature which the recipients have not expressed a desire to receive;

5.6.5. Use advertising material containing false information about services offered or knowingly conceal risks from Clients;

5.6.6. Use any materials which may damage the positive image of the Company;

5.6.7. Use any other dishonest advertising methods.

5.7. The IB is not entitled to:

5.7.1. Register and/or use trademarks, service marks or domain names containing a part of or the whole word [Company name] or any other variation of this word in writing, for example: [Insert different variations of Company name], etc.

5.7.2. Register an organization and/or use in the name of an existing Company a part of or the whole word [Company name], or any other variation of this word in writing, for example: [Insert different variations of Company name], etc.

5.8. The IB is prohibited from organizing monetary relations with Clients (including accepting money, payment or banking cards, etc.). The Company holds full responsibility for this part of work.

5.9. The IB is obligated to respect the confidentiality of the Company's business and/or the information that becomes known to the IB in accordance with the requirements of these Terms and Conditions.

5.10. The IB is obligated to inform the Company of any facts or circumstances of which it has become aware that could lead to adverse consequences (risks) for the Company.

5.11. Should Company Clients or IB contractors with whom the IB enters into an agreement lodge complaint(s) regarding the activity of the IB, the IB shall be obligated to independently address all such complaints.

6. Rights and Obligations of the Company

6.1. The Company is obligated to pay the IB compensation in the amount and under the conditions stipulated in these Terms and Conditions.

6.2. The Company shall be responsible for the execution of Client orders and calculations on the IB Account. Should the IB wish to check the calculations, the IB may request statements from their Clients, on the basis of which an appeal may be made concerning the Company's calculations. The Company does not provide statements on Client transactions.

6.3. The Company has the right to exercise control over the activities of the IB regarding the functions and duties of these Terms and Conditions.

6.4. The Company has the right to ask for and receive a detailed report from the IB on the latter's fulfilment of the provisions contained in these Terms and Conditions.

7. Limitation of the IB's Authority

7.1. The IB is not entitled to do the following without prior written consent of the Company:

7.1.1. Assume any responsibility on behalf of the Company or place the Company under any obligations.

7.1.2. Publish any material (articles, letters) or assist in the writing of material (articles, letters) concerning the Company in any newspapers, magazines or other periodicals or on internet resources (such as blogs, social networking websites, in forums, etc.) which may damage the positive image of the Company.

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

7.2. The IB entering into relations with the Company is obligated to inform interested parties and Clients of its IB status and authority. Since the IB is an intermediary, it is the Company that carries out all actions and measures necessary to conclude the Client Agreement with Clients, including interaction with them, preparing and signing all the required documents.

7.3. The IB is not entitled, in its own name and/or on behalf of an interested party, to register a new user in the Company system and/or accept the Client Agreement on behalf of Clients using personal logins, passwords and capabilities of Clients' [Company name] accounts. The IB is obligated to inform the Client of the need to protect the security and confidentiality of account and login information to the Company's website, [Company website] (login and password), and of the necessity of not giving out such information to third parties. During the period of validity of the Client Agreement, all actions performed under the Client Agreement and/or the use of the Client's login and password shall be considered to be carried out personally by the Client. The Company shall not be held responsible for the unauthorized use of Clients' account information by third parties.

7.4. Under no circumstances does the IB have the right to:

7.4.1. Receive payments from, or make payments to Clients. All financial dealings with Clients will be performed by the Company.

7.4.2. Directly or indirectly give Clients any amount of the IB's received or expected bonuses.

7.4.3. Serve as an IB on behalf of any third parties.

7.5. The limitations set out in clauses 5.1. – 5.4. of these Terms and Conditions shall remain in force for the duration of the period of validity, and for five years after their termination or cancellation.

7.6. In the event of a lawsuit filed against the Company due to the IB's breach of these Terms and Conditions (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 fulfil its obligations. The IB has no right to dispute the amount the Company claims for damages.

7.7. Should the IB breach these Terms and Conditions, the Company reserves the right to block the IB's accounts and exclude Client logins from the IB's Client list until the IB compensates the losses suffered from the breach of these clauses. The Company is entitled to recover losses inflicted by the IB with money payable to the IB under these Terms and Conditions and also under the Client Agreement and its inalienable appendices.

8. Compensation of the IB

8.1. The Company pays monthly bonuses for each separate account of the Clients acquired by the IB.

9. Guarantee Commitments

9.1. The IB guarantees:

9.1.1. The presence of the necessary legal capacity and authorization to accept these Terms and Conditions.

9.1.2. The acquisition of new Clients.

9.2. The IB guarantees the fulfilment of his/her obligations.

10. Contract Term

10.1. These Terms and Conditions shall enter into force for Company Clients from the moment of their acceptance by the IB and shall remain valid until the termination of the Client Agreement.

10.2. If an IB, having accepted these Terms and Conditions, does not acquire at least one new Client within six months, the Company shall have the right to transfer the IB Account to the archive.

11. Force Majeure

11.1. Neither Party hereof shall be held liable for the complete or partial failure to fulfil 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, governmental regulations and other extraordinary and unavoidable circumstances beyond either Party's control).

11.2. The Party for whom it becomes impossible to fulfil 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.

11.3. 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 above-mentioned circumstances as grounds for release from responsibility for the failure to fulfil its obligations.

11.4. Should the inability to either completely or partially fulfil obligations last more than three months, the Agreement will automatically be terminated.

12. Miscellaneous

12.1. Should a dispute arise with Clients acquired by the IB, the Company's decision shall be considered final.

12.2. In the event that one Party does not demand that the Second Party fulfil its obligations, the second Party shall not be relieved of its obligations under these Terms and Conditions, and this shall not constitute a waiver of liability.

12.3. Where these Terms and Conditions are issued in a language other than English, the English language version shall take precedence in the event of any conflict.

12.4. The IB acknowledges that the Company has the right to amend certain provisions of these Terms and Conditions at any time, giving the IB prior written notification of 1 (one) calendar day before the introduction of such changes. Any change shall come into force on the date specified in the written notification.

12.5. Written notification under these Terms and Conditions shall be understood as one of the following means of communication:

12.5.1. Email.

12.5.2. Mail.

12.5.3. Announcement on the "Company News" page on the Company website.

12.6. The IB agrees to allow the Company to use the IB's contact information, for example, address, email and other information specified in the Client registration form to send the IB letters and proposals.

12.7. The IB is obligated to immediately inform the Company of any changes in the IB's contact information, as specified in the Client registration form. Notification of changes may be sent through mail, email, fax or any other form that allows:

12.7.1. Company to receive the information promptly.

12.7.2. That the notification is authentically from the IB.

12.8. In the interest of complete clarity, the IB shall always and under all circumstances, without exception, act solely on its own behalf, and not in the name of the Company.

12.9. Should the IB breach any clauses in section 3 or any other clauses of these Terms and Conditions, the Company may consider this a flagrant violation of these clauses, which shall lead to the immediate termination of the Agreement and the cancellation of any payment or compensation due to the IB. In accepting these Terms and Conditions, the IB confirms that:

- a. the IB is familiar with these Terms and Conditions;
- b. the IB fully understands and agrees to all Terms and Conditions set forth;
- c. there are no circumstances that might prevent the adoption of these Terms and Conditions.

13. Miscellaneous

(a) The address and numbers for service are initially:

The Introducer:

Company / Name: _____

Address: _____

Contact Details: _____

(b) A party may from time to time change its addresses or numbers for service by notice to the other party given in accordance with this clause 10.8.

14. Executed as an Agreement:

EXECUTED by [AC] by:

Signature _____

Full Name _____

Position Held _____

Date _____

SIGNED by the Introducer in the presence of:

Signature _____

Full Name _____

Position Held _____

Date _____

Witness Signature _____

Full Name _____

Position Held _____

Date _____