

# IB AGREEMENT

## 1. TERMS AND INTERPRETATION

- ◆ 1.1. Client is an individual or a legal entity registered on the Enrise Capital Markets Limited (hereinafter—‘Company’) website.
- ◆ 1.2. Introducing Broker (hereinafter—‘IB’) is the Client whose application for the IB status submitted via the Company’s website was approved by the Company.
- ◆ 1.3. Referral Link is a special link to the Company’s website containing a unique IB identifier. The Referral Link is the main means of attracting and tracking the Clients by the IB.
- ◆ 1.4. ID is the IB’s unique identification number.
- ◆ 1.5. IB Commission is the amount payable by the Company to the IB for their clients’ trading operations.
- ◆ 1.6. Wallet is a special account dedicated to transactions and money settlements, onto which the IB Commission is credited.
- ◆ 1.7. Active Client is a type of Client’s profile on the Company’s website for a Client whose trading accounts cumulatively hold funds of 250 USD or more and have at least five Valid Orders closed within the last 30 days from the applicable date.
- ◆ 1.8. Valid Order is a trade compliant with all the following conditions:
  - 1.8.1. the trade lasted for 120 seconds or more
  - 1.8.2. the difference between Open Price and Close Price of the order equals or exceeds 30 points (3 pips in 4-digit precision terms)
  - 1.8.3. the order was not opened or closed by means of Partial Close and/or Multiple Close.
- ◆ 1.9. IB Rank is a certain IB status, depending on which the IB Commission value is determined. The table of the IB Ranks is as follows:

IB Rank	Active clients, from
1	3+
2	5+
3	10+

4	15+
5	25+
6	40+
7	60+
8	75+
9	100+ (Personal conditions)

## 2. GENERAL PROVISIONS

- ◆ 2.1. Introducing Broker Agreement (hereinafter—‘Agreement’) sets forth the relationship between the IB and the Company (cumulatively—‘Parties,’ solely—‘Party’). All of the possible interactions, relationships, and cooperation between the IB and the Company shall be governed by this Agreement solely.
- ◆ 2.2. Shall any situation not covered by the Agreement arise, the Company shall resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice. The IB agrees that such decision of the Company shall be final.
- ◆ 2.3. The Agreement comes into effect the moment the IB’s application is approved. The Agreement is deemed valid, signed, and functional after the IB receives the approval of their application.
- ◆ 2.4. This Agreement does not imply employment. The IB shall not be considered as the Company’s representative, and the Company shall not bear any responsibility for the IB’s actions (or failure to act).

### **3. IB RIGHTS AND OBLIGATIONS**

- ◆ 3.1. The IB is entitled to do the following:
  - 3.1.1. promote the Company's services, website, promotions, special offers, and other related information
  - 3.1.2. perform any actions compatible with the applicable legislation and business ethics to attract clients
  - 3.1.3. open profiles for the Clients using the Referral Link
  - 3.1.4. receive the IB Commission for Client's trades
  - 3.1.5. perform internal transfers from the IB's trading account or Wallet to the Clients' accounts
  - 3.1.6. Provide Clients with the Company's information, news releases, updates, or other related information.
- ◆ 3.2. The IB undertakes the following:
  - 3.2.1. perform all activities in full compliance with applicable local and international legislation
  - 3.2.2. inform the Company immediately of any interference with the IB's activities
  - 3.2.3. use maximum effort into acquiring Clients for the Company
  - 3.2.4. keep confidentiality regarding any information that expressly or implicitly concerns the Company and becomes available to the IB
  - 3.2.5. notify the Company about all facts or circumstances that might lead to any potential risks to the Company in case the IB becomes aware of them
  - 3.2.6. let the Client know about the risks of Forex trading prior to opening a real account
  - 3.2.7. inform each potential Client about the IB's status and privileges prior to entering into any agreements of relationship
  - 3.2.8. immediately notify the Company of any changes in the IB's contact information.

### **4. COMPANY OBLIGATIONS**

- ◆ 4.1. The Company undertakes the following:
  - 4.1.1. provide the IB with all the necessary assistance to fulfil the obligations set forth in the Agreement
  - 4.1.2. pay out the IB Commission under the conditions of the Agreement.
  - 4.1.3. provide the full range of the Company's services, as stated in the Customer Agreement to the Clients attracted by the IB.
  - 4.1.4. provide execution for the IB Clients' orders and corresponding calculations of the IB Commission due. The Company, however, does not provide statements of the Client transaction.

## 5. IB RESTRICTIONS

- ◆ 5.1. The IB is prohibited from doing the following:
  - 5.1.1. using any deceptive or fraudulent advertising to promote the Company's services. Such may include (but not limited to):
    - ☞ 5.1.1.1. APS (Active Promotion Systems)
    - ☞ 5.1.1.2. advertising on indecent (including pornographic) websites
    - ☞ 5.1.1.3. advertising on the websites that do not comply with the IB's country legislation
    - ☞ 5.1.1.4. spam and spamdexing
    - ☞ 5.1.1.5. advertising with misleading or distorted services description, or failure to explain the risks and services to the customers
    - ☞ 5.1.1.6. any other activities that might harm the Company's positive image
    - ☞ 5.1.1.7. any other ways of fraudulent advertising
    - ☞ 5.1.1.8. registering and/or using domains containing the Company's name or branding or other objects of intellectual property.
  - 5.1.2. incorporating and/or using a legal entity containing the Company's name or branding or other objects of intellectual property
  - 5.1.3. acting as the Company's representative
  - 5.1.4. using the Company's direct URL in any PPC systems (Google, Yahoo!, Live, or similar) as well as the IB's referral link. It is also prohibited to redirect or attract customers to the Company's website by any other forced (fraudulent) way
  - 5.1.5. assuming any responsibility on behalf of the Company or placing the Company under any obligations
  - 5.1.6. opening real or demo accounts or register with the Company's services on behalf of the Client, as well as save, store, or disclose the Client's access credentials or any Client's personal information
  - 5.1.7. providing any advice to the Client regarding trading strategies, or in any other way, influence the Client's decisions. The Company shall not be liable for the consequences of such advice
  - 5.1.8. publishing or participating, or cooperating in publishing any materials in mass media; issue any newsletters or assist in issuing or creating any content in newspapers, magazines, or other mass media, blogs, internet forums, social networks, or similar, which may expressly or implicitly harm the positive image of the Company
  - 5.1.9. undertaking any commitments in the name of the Company, or binding the Company with any commitments
  - 5.1.10. providing any guarantees and/or promises, as well as making any statements regarding any payouts or any agreements set forth by the Company.

- ◆ 5.2. If the IB's violation of this Agreement (including unauthorized actions or statements made by the IB) entails legal action(s) filed against the Company, 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 while 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 IB's failure to fulfil its obligations. The IB has no right to dispute the amount the Company claims for damages.
- ◆ 5.3. If the IB violates the terms and conditions of the Agreement (fully or partially), the Company reserves the right to block the IB's trading accounts and the Wallet and exclude Clients from the IB's Client list until the IB compensates the losses that the Company has suffered from the breach of the Agreement. The Company is entitled to cover losses inflicted by the IB with money payable to the IB under the IB Agreement and also under the Customer Agreement and its corresponding regulations.
- ◆ 5.4. The IB, the IB's relatives, or any other affiliated parties cannot act as the Clients of the IB. Should any data of the IB match the data of any Client (such as passport details, address, birth date, telephone number, email address, IP addresses, or similar), the Client's login shall be removed from the IB's Client list, and the IB Commission payout based on this Client's performance shall not be paid. User profiles that share the same IP address may be considered as one active profile. Should the IP address of the Client be the same as the one of the IB, they may be considered affiliated, and the IB Commission payout for such Client profile's performance shall not be paid. Such behavior shall be deemed 'Auto-referral activity'.
- ◆ 5.5. If the Client(s) file any complaints against the activities of the IB, the IB shall independently address all such complaints and shall indemnify and hold the Company harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with such complaints.

## 6. COMPANY RIGHTS

- ◆ 6.1. The Company is entitled to do the following:
  - 6.1.1. perform control of the IB's activities under the provisions of the Agreement
  - 6.1.2. request a detailed report from the IB on the latter's fulfilment of the provisions of the Agreement
  - 6.1.3. void the Agreement if the IB fails to attract five Active Clients within 90 days since the registration
  - 6.1.4. void the Agreement if the IB's Clients' cumulative deposits are lower than 500 USD within three months
  - 6.1.5. exclude the Client(s) from the IB's referrals (Clients) list

- 6.1.6. unilaterally modify the IB Commission and payout conditions. Such modifications are subject to prior written notification
- 6.1.7. inform the Client(s) registered under the IB that the IB receives the IB Commission for their trades (without disclosing any IB's details such as any personal information and/or information related to the amount of the IB Commission earned/paid out)
- 6.1.8. void the Agreement if the IB fails to meet its provisions
- 6.1.9. amend this Agreement at any time without the necessity to get any prior approval from the IB. The IB hereby agrees and confirms that the Company is deemed to have duly notified the IB about such amendments by publishing the amended Agreement on its website.
- ◆ 6.2. If the IB uses fraudulent methods for acquiring the Clients, the Company reserves the right to void the Agreement and cancel (partially or completely) the IB Commission. All the IB's Clients, in this case, shall become direct Clients of the Company.
- ◆ 6.3. If the IB Commission amount from a single Client exceeds 30% of the total IB commission, the Company reserves the right to cancel such IB Commission.
- ◆ 6.4. If the Company's revenue received from the IB Clients' trading becomes less or equal to the commission the Company paid to the IB, the Company reserves the right to lower the IB Commission or to exclude such Client from the IB's referrals (Clients) list.

## 7. LIMITATION OF LIABILITY

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

## 8. IB COMPENSATION

- ◆ 8.1. The Company pays the IB Commission for the Client's trades, provided the Client is attracted by the IB.
- ◆ 8.2. The IB Commission shall be paid once every 24 hours for each Client's trading with limitations applicable as described further in the Agreement.
- ◆ 8.3. The IB Commission shall be determined by the IB Rank and the type of the trading account the Client used for trading the relevant volumes.
  - 8.3.1 For the Enrise Capital MT5, and Right Trader Clients' accounts, the IB Commission amounts to the following:

IB Rank

Active clients, from

USD per lot paid to IB

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1	3+	1 USD
2	5+	2 USD
3	10+	3 USD
4	35+	4 USD
5		5 USD
6	40+	6 USD
7	60+	7 USD
8	75+	8 USD
9	100+ (Personal conditions)	9 USD +

- ◆ 8.4. The IB Commission shall be paid to the IB's Wallet on the Company's website only. The IB cannot claim to receive any other kind of compensation.
- ◆ 8.5. The IB Commission shall be paid to the IB's Wallet in the U.S. dollars only regardless of the currencies of the accounts used by the IB's Clients. Should the IB's Clients trade on the accounts where the Fixed Rate option is applied, such IB's Commission is also paid out in accordance with the fixed rate applied.
- ◆ 8.6. The IB Rank shall be calculated and updated every once in 24 hours simultaneously with the IB Commission payout.
- ◆ 8.7. The IB acknowledges that the change of the IB Rank (that is, the increase of the number of active Client's) is applied during the IB Commission payout time. No claims of 'lost profit' shall be accepted.

- ◆ 8.8. The following Client orders shall not be qualified as valid and shall not be paid for:
  - 8.8.1. trades lasting for less than 120 seconds
  - 8.8.2. whenever the difference between Open Price and Close Price of the trade is less than 30 points (3 pips in 4-digit precision terms)
  - 8.8.3. trades opened or closed by means of Partial Close and/or Multiple Close.

## **9. FORCE MAJEURE**

- ◆ 9.1. The Parties shall not be held liable for failure or partial failure to fulfil their obligations should this failure result from a force majeure event or circumstance (including but not limited to fire, earthquake, or other natural disasters, war or other military operations, blockades, acts of God, government regulations, and other extraordinary and unavoidable circumstances beyond the Parties' control).
- ◆ 9.2. The Party for whom it becomes impossible to fulfil the obligations undertakes to inform the other Party through written notification of the onset, estimated duration, and cessation of the abovementioned circumstances within five business days from the moment of their onset and cessation.
- ◆ 9.3. 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 the said Party of the right to cite any of the abovementioned circumstances as grounds for release from responsibility for the failure to fulfil its obligations.
- ◆ 9.4. Should the inability to either completely or partially fulfil obligations last more than three months, the Agreement shall be automatically terminated.

## **10. ACCEPTANCE**

- ◆ 10.1. Upon acceptance of the Agreement, the IB confirms the following:
  - 10.1.1. the IB is familiar with the terms and conditions of the Agreement
  - 10.1.2. the IB completely understands and agrees to all terms and conditions set forth by the Agreement
  - 10.1.3. no circumstances might prevent the adoption of the Agreement.

## **11. PROMOTIONAL MATERIALS & DISCLAIMERS**

- ◆ 11.1. The IB may use the Company's promotional materials (hereinafter—the 'Company's materials') as provided to the IB on a non-exclusive basis only during the term of the Agreement and solely for display or advertising purposes in accordance with the Agreement. The IB acknowledges that any and all Company's materials provided to the IB and any derivatives are covered by copyright, patents and other intellectual property rights owned or licensed by the Company.



- ◆ 11.2. The Company's materials shall be used exclusively for the benefit of the Company. The IB acquires no right to the Company's materials. If the IB wishes to use the Company's materials, the IB further agrees that: (i) the IB shall follow the Company's guidelines for the use of such materials; (ii) the IB shall not challenge the validity of the Company's rights to such materials at any time; and (iii) the IB shall not attempt to register any intellectual property rights to the Company's materials in any jurisdiction.
- ◆ 11.3. No rights or licenses with respect to the Company's materials are granted or deemed granted hereunder or in connection herewith, other than the rights expressly granted in this Agreement. All such rights are hereby expressly reserved by the Company and its licensors.
- ◆ 11.4. In case the IB wishes to use any promotional materials created by the IB (hereinafter—the 'IB's materials') including but not limited to advertising materials, landing pages, domains, emails, the Company shall be entitled (i) to request the IB's materials for review and (ii) to request the IB to introduce any amendments to the IB's materials at the Company's sole discretion. All information used in the IB's material shall be up-to-date and verified, including information related to the Company's products, account types, platforms, contests, conditions, etc.
- ◆ 11.5. The IB acknowledges that all documentation including but not limited to the IB's materials as well as any amendments to it, any inventions and ideas, written material or other property, tangible or intangible, arising out of or resulting from the IB's performance of the services under this Agreement (hereinafter—the 'Work') shall be deemed the property of the Company, for all purposes.
- ◆ 11.6. As to copyrights, the IB agrees that all Work shall be deemed 'work made for hire' and that the Company shall be deemed the author of the Work for copyright purposes.
- ◆ 11.7. Should any Work be deemed not made for hire, the IB hereby assigns and transfers all right, title, ownership, and interest therein, presently known or hereafter ascertained, including but not limited to all copyrights therein, the right to secure the copyright (and all renewals, reissues, and extensions thereof) throughout the world without any restrictions on use to the Company.
- ◆ 11.8. The Company may reproduce, modify, adapt, create derivative works from, distribute, display, license, assign, transfer, and/or otherwise use the Work and all elements and derivatives thereof, in whole or in part, in all media known now or hereafter developed (including without limitation in any social media websites or applications), worldwide, in perpetuity, royalty-free, and without the restriction of any kind.
- ◆ 11.9. The IB acknowledges the ownership and validity of the Company's copyrights, brands, trademarks, trade dress, and patent rights, whether or not created by or contributed to by the IB.
- ◆ 11.10. The IB hereby expressly confirms and agrees not to use any parts of the Work for any purpose other than for the purposes stipulated by this Agreement and during the term of this Agreement, including, among other matters, on any of the IB's social

networks, and/or in any of the IB's commercial and/or non-commercial activities, including marketing and advertising.

- ◆ 11.11. The IB represents and warrants that: (i) the IB shall act in a timely manner with a high degree of professionalism and behave in a lawful, ethical, and business-like manner, (ii) the IB shall present the Company's products and services in a truthful and sincere manner and shall not engage in any activity or action that may damage the Company's reputation or the reputation of its products and services, (iii) all Work provided hereunder is new and original to the IB and does not infringe the intellectual property rights, privacy rights, or publicity rights of any third party; (iv) the IB has the full and unrestricted right and authority to enter into and perform this Agreement and to grant the rights specified herein; (v) the IB has complied and shall comply with all applicable laws, rules, and regulations in rendering the services under this Agreement, including without limitation any Company's policies (such as the privacy policy and trademark usage policy); (vi) the IB has no commitments or obligations inconsistent with this Agreement; (vii) the IB shall not engage in any illegal activity of any type, including but not limited to displaying illegal content that may be adverse to the reputation of the Company or its brands. This includes but is not limited to the use of content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or children, or linked to a website that does so; (viii) the IB shall not provide services to any competitor of the Company without prior written consent from the Company; (ix) the IB shall not promote the Company's products through unsolicited or spam emails, namely mailouts sent to a wide group of individuals including but not limited to bulk emails and posts/messages on social media.
- ◆ 11.12. The IB shall post on websites, landing pages, social network pages, and other traffic sources the IB utilises for the promotion of the Company's services the following disclaimer:
  - 'This page is owned and operated by an official IB of Enrise Capital'.
  - The Company may occasionally amend the wording of the disclaimer and notify the IB accordingly. Upon receipt of such notification, the IB shall amend the wording of the posted disclaimer accordingly.

## **12. MISCELLANEOUS**

- ◆ 12.1. Written notification in the Agreement denotes one of the following means of communication:
  - 12.1.1. email
  - 12.1.2. the Company News page on the Company's website.
- ◆ 12.2. The IB agrees that the Company may use the IB's contact information, such as an address, email, and other personal information to send the IB newsletters, emails, and proposals.

- ◆ 12.3. Any correspondence (documents, announcements, notifications, confirmations, statements, or similar) shall be deemed received by the IB:
  - 12.3.1. one hour after being sent via email
  - 12.3.2. one hour after the announcement is posted on the Company News page on the Company's website.
- ◆ 12.4. The IB shall unconditionally and under all circumstances, without exception, act solely on behalf of its own. Conducting any business under the name of the Company is a violation of the Agreement and shall lead to immediate termination of the Agreement and the cancellation of any IB Commission or any other payment payable to the IB.
- ◆ 12.5. If the reader hereof does not agree to be bound by the terms of this Agreement, please do not use, or try, or access any of the Company's services whatsoever.
- ◆ 12.6. This Agreement has been drawn up in the English language. In case of discrepancies between the English version of this Agreement and any translation, the English version shall prevail.
- ◆ 12.7. Dispute Resolution. Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be settled by the Parties by means of negotiations. If the Parties cannot reach an agreement within two calendar weeks following the initiation of the negotiations by a Party, any of the Parties may submit the claim for final settlement to the local courts of St. Vincent and the Grenadines.
- ◆ 12.8. Governing law. This Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of St. Vincent and the Grenadines.
- ◆ 12.9. No Waiver. The waiver or failure of either Party to exercise any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the Party may be entitled.
- ◆ 12.10. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall remain in full force and effect.