



INTRODUCING BROKER TERMS

These Introducing Broker Terms (the “**IB Terms**”) are entered into by and between **any entity operating the MARKETS.COM brand as specified in Appendix II** (hereinafter referred to as the “**Company**”, or “**MARKETS.COM**”) and **You** (hereinafter referred to as the “**Introducing Broker**”).

These IB Terms and its Appendices constitute the entire Introducing Broker Agreement that sets out the complete terms and conditions for your Online Application Form to become an Introducing Broker of the Company. By submitting your Online Application Form and by clicking the box with title *“I have read and agreed to the Introducing Broker Terms”* you agree to these IB Terms which are entered into as of the date of the written notification from us that you are accepted as an Introducing Broker (“**Effective Date**”).

The Company may elect to provide you with these IB Terms and/or any other documentation, information and communications in various languages. By accepting these IB Terms (in any of these languages) You acknowledge and confirm that the Company’s official language is the English language, and in the event of any discrepancy or inconsistency between any documentation, information and communications in any language other than the English language and the same in the English language, the English documentation, information and communications shall exclusively prevail.

Introduction

- (A) MARKETS.COM offers certain financial and trading services to its clients through its entities listed in Appendix II. References herein to MARKETS.COM or Company, means any of the MARKETS.COM entities and shall apply to each such entity that provides services to the Introducing Broker.
- (B) The Introducing Broker seeks to receive compensation for the services that it provides to the market participants or clients that it refers to the relevant MARKETS.COM entity, subject to the terms and conditions of these IB Terms, including with respect to the conduct of work by the Introducing Broker in a manner that is compliant with the Applicable Laws and in accordance the Code of Conduct (available online at <https://partnership.markets.com/> website) at all times.
- (C) MARKETS.COM is a global brand operated by the entities listed in **Appendix II** attached hereto .
- (D) “**IB Terms**” means these terms, including any appendix or schedule attached hereto, and any later amendment or supplement made by MARKETS.COM from time to time.
- (E) “**Applicable Laws**” means all laws, statutes, regulations, licensing requirements, procedures, standards and codes of practice that apply in relation to the Company, the Introducing Broker or any other person carrying on any Financial Services business, or in relation to any business or any other transaction contemplated by these IB Terms and the applicable laws or regulations of any other country, and including all relevant rules of government bodies, exchanges, trade and clearing associations, self-regulatory organisations and industry bodies;

1 Scope

- 1.1** The IB Terms govern the relationship between MARKETS.COM and the Introducing Broker, whereby the Introducing Broker will refer clients and any other persons who make an enquiry to the Introducing Broker relating to the services (all such clients and other persons being “**Prospects**”) in relation to all products offered by MARKETS.COM, in return for which the Introducing Broker will receive a fee following approval of the Prospect as a client of MARKETS.COM. Acceptance of any referred clients by the Introducing Broker will be at the sole discretion of the Company, and in accordance with the

Company's onboarding and due diligence requirements. The Company will not be required to pay for introductions that have not been the cause of prospective client engagement by the Introducing Broker. Notwithstanding this, the Company has the right to determine such payments in good faith but at its sole discretion.

- 1.2 The Introducing Broker acknowledges that the arrangements contained in these IB Terms are not exclusive to the Introducing Broker and that the Company may enter into similar arrangements with other persons (including competitors of the Introducing Broker).
- 1.3 The IB Terms shall commence with effect from the date first written above and shall continue in force subject to termination in accordance with these IB Terms.
- 1.4 The provision of services by the Company to the Introducing Broker in connection with these IB Terms shall, at all times, be subject to the relevant MARKETS.COM entity's Terms and Conditions (hereafter referred to as the "Client Agreement"), such terms and conditions meaning the standard terms and conditions of business for all trading activities published in the website of the MARKETS.COM entities (Legal Pack page), as from time to time, amended or replaced by MARKETS.COM. Capitalised terms used in these IB Terms and not otherwise defined shall have the meaning given in the relevant Company's Terms and Conditions.
- 1.5 In the event that any provision of these IB Terms is inconsistent with any provision of the relevant Company's Terms and Conditions, the provision in these IB Terms shall prevail except to the extent that such provision in the relevant Company's Terms and Conditions is required to comply with applicable laws and regulation.

2 Services

- 2.1 The Introducing Broker shall:
 - 2.1.1 identify and refer Prospects to MARKETS.COM;
 - 2.1.2 propose MARKETS.COM services to the Prospects;
 - 2.1.3 subject to the terms of this Agreement, acting as a referring party offer services that enhance the client experience and any other value added service as follows:
 - (i) dealing with general queries;
 - (ii) dealing with queries relating to financial issues such as withdrawals and deposits;
 - (iii) dealing with first level technical support requests; and
 - 2.1.4 provide to each Prospect all such documentation and information that MARKETS.COM may from time to time reasonably require. The Introducing Broker shall not distribute any documentation or information relating to MARKETS.COM or its services, unless the same has been approved in writing by MARKETS.COM; (the "**Introducer Services**")
- 2.2 With respect to the services offered to each Prospect, designed to enhance the quality of the services offered by MARKETS.COM, the Introducing Broker shall provide MARKETS.COM with any information requested from time to time, in order for MARKETS.COM to confirm the offering and adequacy of the services offered.
- 2.3 In relation to all referrals of Prospects to MARKETS.COM, the Introducing Broker and MARKETS.COM agree that:

- 2.3.1 MARKETS.COM is under an obligation to treat Prospects introduced to it by the Introducing Broker in accordance with the MARKETS.COM Entity's applicable on-boarding procedures for Prospects, including, but not limited to, the due diligence requirements for new clients;
- 2.3.2 MARKETS.COM shall be entitled to accept or decline to deal with any Prospects in its absolute discretion. Only those Prospects that are approved by the MARKETS.COM Entity and open a trading account with the MARKETS.COM Entity shall be considered "**Referred Clients**";
- 2.3.3 where MARKETS.COM accepts any Prospect as its Client, the MARKETS.COM Entity will henceforward have a client relationship with such Prospect and such relationship will be governed by the relevant the Client Agreement of the MARKETS.COM Entity applicable to that Prospect. All actions that MARKETS.COM may, or may not, take in relation to such Prospect is entirely at Company's discretion and the Company shall have no liability to the Introducing Broker in respect thereof.
- 2.4 In providing such services to each MARKETS.COM Entity and to each Prospect, the Introducing Broker shall:
 - 2.4.1 not make any misleading, untrue or inaccurate statement, representation or warranty to any Prospect nor omit to state any fact or give any information to a Prospect necessary in order to make any statement, representation or warranty made not misleading, untrue or inaccurate;
 - 2.4.2 inform each Prospect that the Introducing Broker will be paid compensation by the MARKETS.COM Entity for providing the Introducing Broker Services to the Prospect if they open an account with MARKETS.COM;
 - 2.4.3 not use any of the trademarks, trade names, logos, get up or other insignia of MARKETS.COM in any matter whatsoever without the prior express written consent of MARKETS.COM and then on such terms as specified by MARKETS.COM;
 - 2.4.4 not, unless expressly authorised to do so by the Company , market, advertise or promote MARKETS.COM and its services through any media or online advertising platforms or websites accessible to the general public;
 - 2.4.5 not do any act or thing which would or might damage the standing or reputation of MARKETS.COM ;
 - 2.4.6 not hold itself out to others as being an agent or employee of MARKETS.COM, or otherwise empowered to make any representations about MARKETS.COM or to agree any variations to any client agreement or otherwise on behalf of MARKETS.COM;
 - 2.4.7 not, without the prior written consent of MARKETS.COM, make or give any representations, warranties or other promises express or implied, concerning the services or products provided by MARKETS.COM which are not contained in the provided marketing materials to the Introducing Broker;
 - 2.4.8 not engage in any marketing and/or Prospect communication practices which may be interpreted as a guarantee of investment return or profits;
 - 2.4.9 not offer to the Prospects any monetary or other incentives and/or inducements to open an account, trade or deposit;
 - 2.4.10 not accept any money, securities or other property from Prospects on behalf of MARKETS.COM;

- 2.4.11 provide reasonable information and assistance to MARKETS.COM in connection with any Prospects; or
- 2.4.12 provide MARKETS.COM with such information relating to the provision of the Introducing Broker Services as the Company may reasonably require.

2.5 The Introducing Broker shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind MARKETS.COM in any way, and shall not do anything or otherwise conduct itself in such a manner which might create the impression that the Introducing Broker is authorised to bind MARKETS.COM or enter into any contracts on behalf of MARKETS.COM. The Introducing Broker shall not make or enter into any contracts or commitments or incur any liability for or on behalf of MARKETS.COM.

2.6 The Introducing Broker will not offer any financial product advice to Prospects or any clients of MARKETS.COM. In particular, the Introducing Broker shall not:

- 2.6.1 provide general or personal financial product advice to any Prospect or clients of MARKETS.COM, whether directly or indirectly, or access or direct operation of any person's account with any of the MARKETS.COM entities;
- 2.6.2 disseminate trading or investment research or make any statement which may be construed as constituting such research, investment advice or opinion to any Prospect or any client of MARKETS.COM;
- 2.6.3 give to any Prospect or client of MARKETS.COM any general or personalised opinion on trading or the direction of the markets and/or of financial instruments unless the Introducing Broker holds a license to do so;
- 2.6.4 advise Prospects or MARKETS.COM's clients on any trading or investment strategies;
- 2.6.5 give to any client of MARKETS.COM any advice or recommendation relating to hedging of positions in such client's portfolio; or
- 2.6.6 provide any kind of custom-made trading signals to any Prospects or actual clients of MARKETS.COM, whether directly or through trading signals services provided by any third parties.

2.7 The Introducing Broker represents and warrants to the Company that:

- 2.7.1 it is and shall continue to be (throughout the duration of these IB Terms) duly authorised to perform these IB Terms in compliance with all laws and regulatory rules applicable to it and that it will comply with all applicable laws in connection with the performance of its obligations under these IB Terms including the Applicable Laws;
- 2.7.2 it will only introduce Prospects (and any other persons who may require the services) in compliance with all laws and regulatory rules of any relevant jurisdiction (whether where the Introducing Broker is located or the Prospect is located) and with the benefit of all appropriate registrations, licences and/or other authorisations;
- 2.7.3 it has and will maintain for the term of these IB Terms all licences, recognitions, registrations, permissions, authorisations, exemptions and memberships necessary for the conduct of business under the terms and conditions of these IB Terms;

- 2.7.4** it has the authority to be bound by these IB Terms, perform its obligations and has taken all necessary action to authorise its acceptance and performance;
- 2.7.5** such acceptance and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- 2.7.6** it is in accordance with all laws to which it is subject, including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;
- 2.7.7** all governmental and other consents that are required to have been obtained by it with respect to these IB Terms have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and
- 2.7.8** its obligations under these IB Terms constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law).

2.8 The Introducing Broker shall to the extent that it is possible and reasonable during these IB Terms directly or indirectly:

- 2.8.1** refer, propose or introduce any person (including any Prospect) to MARKETS.COM in preference to any person other than MARKETS.COM in respect of the services and/or any trading facilities which are from time to time competitive with the services products and/or trading facilities offered by MARKETS.COM ; or
- 2.8.2** deal with MARKETS.COM in preference to any person other than MARKETS.COM in respect of the services and/or products and/or any trading facilities which are from time to time competitive with the services offered by MARKETS.COM. This only applies to systems that directly compete with MARKETS.COM and for services and/or products where you offer any platform to the Referred Clients that are in direct competition with MARKETS.COM.

2.9 The Introducing Broker shall not, without first obtaining MARKETS.COM's prior written consent, market MARKETS.COM or approach any Prospect in any excluded jurisdiction. Such excluded jurisdictions shall be specified from time to time by MARKETS.COM. MARKETS.COM shall have a right, in its sole and absolute discretion, to add and/or remove any country to/from the list of excluded jurisdictions by giving to the Introducing Broker a prior written notice. The Introducing Broker shall abide by any such notice and these IB Terms shall not apply to any Prospect (or person who might otherwise be a Referred Client) from such a geographic region or sector.

2.10 The Introducing Broker acknowledges, recognises and understands that certain trading (including currency trading) may be either prohibited or strictly regulated in certain jurisdictions. The Introducing Broker undertakes to inform MARKETS.COM of any restrictions applicable to it. The Introducing Broker acknowledges, recognises and understands that it alone will be liable for any consequences that may result from failing to provide MARKETS.COM with such information.

2.11 The Introducing Broker shall notify MARKETS.COM of any circumstances which may affect the implementation of this IB Terms, including but not limited to obtaining a licence, the change of location and / or any change to its personal details during the provision of the Services.

3 Payments

3.1 MARKETS.COM shall create an Introducing Broker Fee Account (the “**IB Fee Account**”) to be used for all payments made to or from the Introducing Broker under these IB Terms as set out in **Appendix I (“Payments”)** in respect of the Introducing Broker Services delivered to Referred Clients.

3.2 Notwithstanding Clause 3.1, from time to time, the Introducing Broker shall receive remuneration for the introduction of Prospects to MARKETS.COM as agreed between the parties by email or as otherwise communicated to the Introducing Broker by MARKETS.COM. Subject to this, such payments shall be made monthly in arrears.

3.3 MARKETS.COM shall have the right, at its sole discretion, after giving the Introducing Broker at least three (3) calendar days’ prior written notice, to decrease the commission Payments agreed under Appendix I for any reason whatsoever. Where the Introducing Broker continues to provide its services hereunder after the effective date of the notice given under this Clause 3.3, the Introducing Broker will be deemed to have accepted such change in the Payments. For the avoidance of doubt, any changes in Payments made hereunder may apply to existing Referred Clients and to Prospects introduced by the Introducing Broker after the effective date of the notice given under this Clause 3.3. It is correspondingly agreed that Changes in Payments will not apply retroactively.

3.4 It is understood and agreed that the Introducing Broker shall only be eligible for any commission or fee agreed hereunder, if the respective Prospect to which such a fee and/or commission relates has become a client of MARKETS.COM within two (2) months after being introduced by the Introducing Broker.

3.5 MARKETS.COM shall be entitled to reduce the Payments to reflect any increased cost to MARKETS.COM in providing the services which cost(s) are imposed by any law or regulatory rule.

3.6 MARKETS.COM may decline to pay compensation to the Introducing Broker in respect of any introduced Referred Client where MARKETS.COM, in its sole discretion, determines that any such Referred Client’s trading:

- 3.6.1** has been done excessively without a legitimate intent by the trading party to profit from market movements;
- 3.6.2** has been done while relying on price latency or arbitrage opportunities;
- 3.6.3** constitutes market abuse;
- 3.6.4** is in violation of the Client Agreement or any other legal document of the Company;
- 3.6.5** involved Unfair Trading Practices; or
- 3.6.6** is otherwise contrary to applicable law and regulation.

For the purposes of this Clause 3.6 the term “**Unfair Trading Practices**” shall mean any instance where an Referred Client employs trading strategies or trading practices that: (i) attempt to benefit from small and short-term price changes and/or by abusing the trading conditions of MARKETS.COM (also known as “**scalping**”); (ii) rely on price misquotations or delays or interruptions in MARKETS.COM price feeds to trade at off-market prices; (iii) involve high performance virtual private networks allowing simultaneous placement of multiple trading orders; or (iv) such other practices as may be forbidden under the terms the Client Agreement of the relevant MARKETS.com entity.

3.7 Where the Introducing Broker’s commission or fee hereunder is based on the cost-per-acquisition (“**CPA**”) model (as may be agreed between the parties), the Introducing Broker shall not be entitled to

payment of any such commission or fee hereunder where the relevant Referred Client did not meet the minimum CPA eligibility parameters agreed between MARKETS.COM and the Introducing Broker under Appendix I.

- 3.8** MARKETS.COM will not make a payment to a third party or receive payment from a third party under any circumstances.
- 3.9** No interest shall be payable to the Introducing Broker in respect of the IB Fee Account.
- 3.10** Notwithstanding Clause 3.3, MARKETS.COM may amend the level of Payments where necessary to reflect the provision of the Introducing Broker Services and to comply with applicable law and regulation.
- 3.11** All Payments agreed to be made between the parties shall be deemed to be inclusive of any relevant sales tax, value -added tax or ad valorem tax or duty.
- 3.12** MARKETS.COM shall be entitled to deduct and withhold from any Payments any tax or other amount it is required by any law or regulation to so deduct or withhold and any other amount payable by the Introducing Broker to MARKETS.COM under this IB Terms.
- 3.13** If a Prospect terminates the relationship with MARKETS.COM, or should the contractual relationship with the Introducing Broker terminate in accordance with the Termination section in these IB Terms, MARKETS.COM shall be under no further obligations to pay any further fees.
- 3.14** Payments under these IB Terms shall be due in the currency agreed upon between the parties, and shall, in the absence of agreement by the parties, be in a currency that MARKETS.COM decides and considers appropriate in its sole discretion. MARKETS.COM shall be free to convert any currency received into the currency required in such manner as it deems fit and the Introducing Broker shall bear the cost of this.

4 Indemnity, Exclusions of Liability, Warranty, Disclaimer

- 4.1** The Introducing Broker shall indemnify and hold harmless MARKETS.COM, its affiliates and their respective members, managers, directors, shareholders, officers, employees or agents (collectively, the "**Company Indemnified Parties**" and each, a "**Company Indemnified Party**") on demand against all costs, claims, losses, damages, liabilities and expenses (including attorneys' fees and disbursements) whatsoever and howsoever arising which MARKETS.COM may suffer or incur arising, directly or indirectly, out of:
 - 4.1.1** any of the Introducing Broker's representations and warranties made in these IB Terms that may at any time be untrue or incorrect;
 - 4.1.2** any fraud, misrepresentation and/or breach of these IB Terms by the Introducing Broker;
 - 4.1.3** any advice given to any person by the Introducing Broker;
 - 4.1.4** any claim, action or proceeding to which any MARKETS.COM entity may be a party (including any between a third party and the Introducing Broker) relating to any act or omission of the Introducing Broker;
 - 4.1.5** any fraud, wilful misconduct or negligence of the Introducing Broker in connection with the performance of their respective obligations under these IB Terms and the Client Agreement;
 - 4.1.6** the violation or misappropriation of any Intellectual Property Rights by the Introducing Broker or its Representatives; or

- 4.1.7 any claim or action against MARKETS.COM in relation to any breach of these IB Terms by the Introducing Broker or to any failure of the Introducing Broker to comply with all applicable laws, rules and regulations.
- 4.2 Neither party shall be liable to the other party for any losses, costs, expenses or other liabilities arising out of these IB Terms unless such losses, costs expenses or other liabilities are the result of the fraud, gross negligence or wilful default on behalf of such party.
- 4.3 Neither party shall be liable to the other for any special, indirect or consequential loss or damage (including, without limitation, any loss of revenue, business, data, profit, anticipated profit or goodwill) however caused, arising out of or in connection with these IB Terms.
- 4.4 Each party shall indemnify and hold harmless the other party, its affiliates and their respective members, managers, directors, shareholders, officers, employees or agents (each an "**Indemnified Party**") on demand against all costs, claims, losses, damages, liabilities and expenses (including attorneys' fees and disbursements) whatsoever and howsoever arising which such Indemnified Party may suffer or incur arising, directly or indirectly out as a result of a breach by the indemnifying party of its obligations to any Referred Client. Neither party shall be liable to the other for any special, indirect or consequential loss or damage (including, without limitation, any loss of revenue, business, data, profit, anticipated profit or goodwill) however caused, arising out of or in connection with this IB Terms.
- 4.5 Nothing in these IB Terms shall exclude or limit either party's liability for fraud or death.
- 4.6 Except as expressly provided in these IB Terms or any later amendments hereto, and notwithstanding anything else in these IB Terms or otherwise:
 - 4.6.1 MARKETS.COM and the Introducing Broker make no warranties to any person or entity with respect to any information, content or other materials provided or made available by it hereunder;
 - 4.6.2 MARKETS.COM and the Introducing Broker shall have no liability for any direct, indirect, incidental or consequential loss, liability, damage or expense whatsoever (including, without limitation, for loss of profits, opportunity or use and regardless of whether such loss was direct or indirect), incurred or suffered by the Introducing Broker or any third party arising from, or otherwise in connection with, these IB Terms; and
 - 4.6.3 MARKETS.COM and the Introducing Broker furthermore make no warranties with respect to the services provided, and explicitly disclaim all other warranties, express or implied, including the implied warranties of merchantability and fitness for a specific purpose.
- 4.7 The indemnification provisions provided for in this Clause 4 shall remain in effect with respect to any act or omission which shall have occurred during the term of these IB Terms, without limit of time after the termination or expiry of these IB Terms, whether such act or omission was discovered during the term of these IB Terms or at any time subsequent to the termination or expiry of these IB Terms.

5 Proprietary Rights

- 5.1 Subject to Clause 5.3 below:

- 5.1.1 all rights, title and interests including all Intellectual Property Rights which subsist or may subsist in relation to or over any Company trading platform and any other materials made available by the Company to the Introducing Broker;

- 5.1.2 any software programs, systems design or subroutines, source or object codes, algorithms, improvements, inventions, technology, formulae, discoveries, designs, ideas, processes, techniques, know-how, data, models, concepts, methods and prototypes or other matters, whether or not patentable ("Inventions") relating thereto; and
- 5.1.3 any improvements to or modifications of any of the foregoing (by whichever of the parties such modifications or improvements are created), shall be and shall vest in and/or remain the property of the Company or its licensors absolutely. The Introducing Broker shall not acquire any such right, title or interest in the foregoing. To the extent that such right, title or interest therein first vests in the Introducing Broker by operation of law or otherwise, the Introducing Broker hereby (and shall procure that affiliates of the Introducing Broker shall) irrevocably and unconditionally assigns to the Company as specified throughout the world without reservation or encumbrance all such right, title and interest in and to all such Inventions and Intellectual Property Rights, and improvements to and modifications of them without the requirement of further payment.

5.2 Save in respect of Intellectual Property Rights owned by a third party in respect of which Clause 5.3 applies, MARKETS.COM warrants that it owns any and all Intellectual Property Rights regarding the MARKETS.COM trading platform(s), and any data, information or files transmitted to the Introducing Broker under these IB Terms.

5.3 With respect to any Intellectual Property Rights which are not owned by MARKETS.COM, but by a third-party provider, and which are made available by the Company to the Introducing Broker for use pursuant to the IB Terms, the Company warrants that it has obtained the third party's consent for its use.

6 Confidential Information

- 6.1 Each party may have received Information (the "Receiving Party") and will receive information and materials from the other party (to the extent providing confidential information, the "Disclosing Party") that are confidential, proprietary and/or trade secrets (collectively "Confidential Information"). The Receiving Party agrees that it will not disclose Confidential Information, either in written or verbal form, which is received from the Disclosing Party and will hold such Confidential Information in strict confidence and not disclose it to any person except those who need to know in order for the Receiving Party to fulfil its obligations under these IB Terms.
- 6.2 For the purposes of this Clause 6, the terms of these IB Terms or any information incidental or related thereto (including, without limitation, agreements and negotiations entered into pursuant to these IB Terms) or to the business of MARKETS.COM, is included within the definition of Confidential Information.
- 6.3 Notwithstanding anything to the contrary in these IB Terms or the termination of these IB Terms, this Clause 6 shall continue to have effect and be binding on the Introducing Broker without limit in point of time.
- 6.4 Notwithstanding the foregoing, Confidential Information shall not include any information that:
 - 6.4.1 is publicly available or becomes publicly available through no act or omission of the Receiving Party;
 - 6.4.2 is independently developed by the Receiving Party on its own without reference to the Confidential Information;

- 6.4.3 was previously lawfully known to the Receiving Party at the time such information was received or obtained by the Receiving Party; or
- 6.4.4 was received by the Receiving Party from a source lawfully having possession of such information and the right to disclose the same.

6.5 If the Receiving Party becomes required by law or regulatory rule to disclose any Confidential Information furnished by the Disclosing Party, the Receiving Party shall:

- 6.5.1 provide the Disclosing Party with prompt prior written notice of such requirement and the terms of and circumstances surrounding such requirement (where possible and permitted by the applicable law or regulation) so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the terms of these IB Terms, and the Receiving Party shall provide such co-operation with respect to obtaining a protective order or other remedy as the Disclosing Party shall reasonably request; and
- 6.5.2 if the Receiving Party is legally compelled to disclose Confidential Information or else stand liable for contempt or suffer other censure or penalty, the Receiving Party may, without liability hereunder, disclose only that portion of the Confidential Information which such counsel advises that the Receiving Party is legally required to disclose provided that the Receiving Party exercises its reasonable endeavours to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such Confidential Information.

6.6 Following termination of these IB Terms, each party shall, upon written request of the other party, in writing promptly return or delete all Confidential Information provided to it pursuant to these IB Terms.

6.7 Notwithstanding the foregoing, MARKETS.COM may disclose details of the Payments to the Referred Clients to comply with applicable law and regulation. The parties acknowledge that the Introducing Broker may also have an obligation to inform Prospects of such Payments.

6.8 Subject to the Receiving Party providing prompt written notice of such requirement to the Disclosing Party (to the extent that it is reasonable and practicable to do so), nothing in this Clause **Error! Reference source not found.** shall not restrict either party from sharing Confidential Information with (i) external auditors and other representatives, and (ii) governmental or regulatory bodies having jurisdiction over any of the parties, subject to the Receiving Party providing prompt written notice of such requirement (to the extent that it is reasonable and practicable to do so).

6.9 Each party shall use reasonable precautions to protect the other's Confidential Information and employ at least those precautions that such party employs to protect its own confidential or proprietary information (subject to Clause 6.11).

6.10 Where the Receiving Party breaches any of its obligations hereunder:

- 6.10.1 the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law, and to be indemnified by the Receiving Party from any loss or harm, including, without limitation, lost profits and attorney's fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorised use or release of any such Confidential Information; and
- 6.10.2 the Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorised release or other breach.

6.11 The Introducing Broker shall ensure robust information barriers are implemented when providing services to any competitor or potential competitor of MARKETS.COM to ensure that no confidentiality breach occurs.

7 Data Protection

7.1 MARKETS.COM and the Introducing Broker operate as independent data controllers in respect of the data processing activities pursuant to these IB Terms. Accordingly, the Introducing Broker shall ensure that:

- 7.1.1** they have an appropriate legal ground to transfer any personal data to MARKETS.COM that is so transferred;
- 7.1.2** it has explained to the Prospects the purpose of collection of their personal data, and its transfer to and use by MARKETS.COM, including, but not limited to, the fact that their personal data may be used for the purpose of assessing the possibility of entering into the relevant contractual relationship with such Prospects; and
- 7.1.3** they shall at no time collect any sensitive data (as this term is defined in any relevant Data Protection Legislation) of the Prospects of the clients of MARKETS.COM.

7.2 Each party shall comply with all applicable requirements of all applicable data protection and privacy legislation in force from time to time (the “**Data Protection Legislation**”). In addition, each party shall:

- 7.2.1** consult with the other party about any notices given to data subjects in relation to the processing of personal data of the Prospects;
- 7.2.2** promptly inform the other party about the receipt of any data subject access request relating to the Prospects;
- 7.2.3** provide the other party (at the Introducing Broker’s cost) with reasonable assistance in complying with any data subject access request relating to the Prospects;
- 7.2.4** not disclose or release any personal data of the Prospects in response to a data subject access request without first consulting with the other party wherever possible;
- 7.2.5** assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 7.2.6** notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation in respect of its data processing, pursuant to these IB Terms;
- 7.2.7** maintain complete and accurate records and information to demonstrate its compliance with this Clause **Error! Reference source not found.**; and
- 7.2.8** provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties’ compliance with the Data Protection Legislation.

7.3 The Introducing Broker shall indemnify MARKETS.COM against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by any of the MARKETS.COM entity arising out of or in connection with the breach of the Data Protection Legislation by the Introducing Broker, its employees or agents and/or breach of Clauses 7.1 and/or **Error! Reference source not found.**.. MARKETS.COM shall give the Introducing Broker prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the Introducing Broker under this Clause shall be subject to the limits set out in Clause 4.

7.4 Further information regarding how MARKETS.COM collects, uses, retains and shares personal data is set out in the relevant MARKETS.COM website. The Introducing Broker shall draw this notice to the attention of those of its staff that are included in the arrangements detailed in this Agreement.

8 Term and Termination

8.1 These IB Terms shall commence with effect from the effective date and shall continue in force subject to termination in accordance with this Clause 8.

8.2 Either Party may terminate these IB Terms at any time without any cause by giving written notice to the other Party and the IB Terms will be immediately terminated upon giving that notice, unless otherwise agreed between the Parties or unless otherwise specified in the notice.

8.3 Either party (the “**Notifying Party**”) shall be entitled at any time by giving written notice to the other to terminate these IB Terms immediately:

- 8.3.1** in the event that the other party commits a breach of these IB Terms and (if capable of remedy) fails to remedy the same within ten (10) days of being required by the Notifying Party in writing to do so (such notice to give reasonable particulars of the alleged breach);
- 8.3.2** if the other party is unable to pay its debts as they fall due, or takes any step with a view to rescheduling or deferral of any material part of its indebtedness, or proposes or makes an arrangement or composition with or for the benefit of its creditors;
- 8.3.3** on the other party passing a resolution, or the court making an order, that such other be wound up, if a receiver, administrative receiver, administrator or like person is appointed in respect of all or a material part of such other’s business or assets, if such other party enters into any composition or arrangement with its creditors, or if any event analogous to the foregoing occurs under the laws of any relevant jurisdiction;
- 8.3.4** if any authority having jurisdiction over the business being conducted by these IB Terms or any authority of a territory or nation in which business contemplated by these IB Terms is being conducted establishes a regulatory scheme which in either party’s sole discretion would make compliance with the terms of these IB Terms economically unfeasible;
- 8.3.5** if the other party, or any of its officers, directors, members, managers or principals, has been found by a judicial body or regulatory agency to have perpetrated fraud or any other act of theft or dishonesty or have been accused of a crime, if that fraud, theft, act of dishonesty or crime is of such notoriety as would bring disrepute to either party;

- 8.3.6 if the other party has acted with disregard for the care and maintenance of client relationships; or
- 8.3.7 if it becomes unlawful for either party to perform or comply with any one or more of its obligations under these IB Terms.

8.4 Termination shall not affect accrued rights and remedies nor the continuance in force of any provision hereof which expressly or by implication is intended to survive termination.

8.5 The Introducing Broker shall not be entitled to any Payments in respect of any trades made by Referred Clients after the date of termination.

8.6 Nothing in these IB Terms shall prevent or restrict MARKETS.COM from dealing with Prospects and Referred Clients after termination.

8.7 Should the relationship between MARKETS.COM and the Introducing Broker terminate in accordance with this Clause 8, the Introducing Broker shall promptly notify all Prospects that the relationship between the parties has been terminated.

9 General

9.1 The Introducing Broker is not the agent of MARKETS.COM. Nothing in these IB Terms is intended to or shall operate to create a partnership, joint venture, employment and representative or agency relationship between the parties. Neither party is the agent of or has any authority to bind or make any representation or warranty on behalf of the other. Neither party shall hold itself out as such an agent and/or as having any such authority.

9.2 These IB Terms constitute the entire agreement and understanding of the Parties and supersede any previous agreement (whether oral or written) between the Parties relating to the subject matter of these IB Terms. The Parties acknowledge and agree that, in accepting these IB Terms, they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these IB Terms or not) other than as expressly set out in these IB Terms.

9.3 Each of the provisions of these IB Terms is separate and severable and enforceable accordingly. If any provision or part thereof is found by a court to be invalid but would be valid if the provision or part of the wording were deleted, then the same shall apply with such deletions as are necessary to make the same valid and enforceable.

9.4 Neither party will be deemed in breach of these IB Terms nor liable to the other in the event of any delay or failure to perform by reason and to the extent and duration of any cause beyond its reasonable control including, without limitation, failure of a utility service, breakdown failure or interruption of power supply or any electronic communication transmission or information system, accident, breakdown of equipment, plant or machinery, fire, flood, storm, default of sub-contractors or suppliers, act of God, war, civil war, armed conflict, terrorist attack, riot, civil commotion, malicious damage, nuclear, chemical or biological contamination, sonic boom, failure or delay of any third party, compliance with law and/or any regulatory system (“**Force Majeure**”). Each party shall promptly notify the other of any such cause. If any Force Majeure event lasts longer than thirty (30) days, either party may terminate these IB Terms immediately upon written notice to the other party.

9.5 The failure to exercise or delay in exercising a right or remedy provided by these IB Terms or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a

breach of any of the terms of these IB Terms or of a default under these IB Terms does not constitute a waiver of any other breach or default and shall not affect the other terms of these IB Terms. A waiver of a breach of any of the terms of these IB Terms or of a default under these IB Terms will not prevent a party from subsequently requiring compliance with the waived obligation.

- 9.6** The Introducing Broker shall not, without the prior express written consent of MARKETS.COM, assign, transfer, charge, sub-license or deal in any other manner with these IB Terms or any of its rights and/or liabilities under them. MARKETS.COM shall be entitled to assign, transfer, charge, sub-license or deal in any other manner with these IB Terms or any of its rights and/or liabilities under them.
- 9.7** Any notice under these IB Terms shall be in writing and shall be served by delivering it personally or sending it by pre-paid first class post or email to the contact details set out below (or the other business address of the party to be served from time to time) or the email addresses of the parties from time to time. Any such notice shall be deemed to have been received: (a) if delivered personally, at the time of delivery; (b) upon receipt by the addressee if delivered by courier; (c) in the case of pre-paid first class post, one (1) day from the date of posting; (d) in the case of registered airmail, three (3) days from the date of posting; and (e) when sent by email.
- 9.8** Any such notice to MARKETS.COM shall be given or made to the contact details provided in the form below (or as otherwise notified by MARKETS.COM). The Introducing Broker details shall be provided in the Online Application Form or as otherwise may be communicated to MARKETS.COM by the Introducing Broker. Otherwise, communication details that were last notified or are otherwise known to the relevant party may be used.

Party: MARKETS.COM

Address: the relevant MARKETS.COM Entity's registered office address

Email: partners@markets.com; with a copy to legal@markets.com; and any other email address specified by the Company from time to time

- 9.9** No delay or omission on the part of either of the parties in for a specific purpose exercising any right, power or remedy provided by law or under these IB Terms, or partial or defective exercise thereof, shall:
 - 9.9.1** impair or prevent further or other exercise of such right, power or remedy; or
 - 9.9.2** operate as a waiver of such right, power or remedy.
- 9.10** These IB Terms shall be governed by and construed in accordance with the laws of England and Wales, and the Parties irrevocably submit to the exclusive jurisdiction of the courts and tribunals in that State. Any dispute, controversy, or claim arising out of, or in relation to, these IB Terms, including the validity, invalidity, breach, or termination thereof, shall be resolved by one arbitrator in accordance with the laws of England and Wales.
- 9.11** Those provisions of these IB Terms which by their nature are intended to survive the termination or expiry of these IB Terms shall continue as valid and enforceable obligations of the parties, notwithstanding any such termination or expiry.
- 9.12** If any action or proceeding is brought by or against MARKETS.COM or its affiliates, against or by a third party, in relation to any transaction with the Introducing Broker entered into pursuant to these IB Terms, the Introducing Broker shall co-operate with MARKETS.COM and its affiliates to the fullest extent possible in the prosecution or defence of such action or proceeding.

- 9.13** MARKETS.COM may amend or supplement these IB terms with further terms, parties or agreements from time to time by giving the Introducing Broker prior written notice. Such changes shall take effect on the date the changes are communicated to the Introducing Broker.
- 9.14** By continuing to conduct business with MARKETS.COM, the Introducing Broker agrees to and accepts any amendments to these IB Terms.
- 9.15** These IB Terms may be executed in any number of counterparts, each of which is an original but such counterparts shall, together, constitute one instrument.

Appendix I**1 Payment Terms**

Notwithstanding Clause 3.1 of the IB Terms, from time to time, Introducing Broker shall receive remuneration for introducing Prospects to MARKETS.COM as agreed between the parties in writing, including by email or as otherwise communicated to the Introducing Broker by MARKETS.COM. Subject to this, such payments shall be made monthly in arrears.

2 General

- 2.1** For the purposes of these IB Terms an "**Referred Client**" means a Prospect who (during these IB Terms) as a result of a referral by the Introducing Broker to MARKETS.COM opens an account with MARKETS.COM for services, but excluding any person who has at that time or has previously had an account with MARKETS.COM, the Introducing Broker, its employees and affiliates.
- 2.2** All Payments and fees due to the Introducing Broker or owed to MARKETS.COM under this Appendix I will be credited or debited to your IB Fee Account in arrears on a monthly basis (unless otherwise expressly agreed between the parties in writing).
- 2.3** MARKETS.COM shall be entitled to deduct and withhold from any Payments any tax or other amount it is required by any law or regulation to so deduct or withhold and any other amount payable by the Introducing Broker to MARKETS.COM under these IB Terms.

Appendix II**MARKETS.COM Entities**

	MARKETS.COM Entities include:
1.	Markets International Ltd , Company Registration No: 27030 BC2023, Registered address: Suite 310, Griffith Corporate Center, Beachmont, Kingstone, St. Vincent and the Grenadines.
2.	Markets South Africa (Pty) Ltd , Company Registration No: 2014/049713/07, Licence No: 46860, Registered Address: Boundary Place 18 Rivonia Road, Illovo Sandton, Johannesburg, Gauteng, 2196, South Africa.
	Any other entity specified by the Company from time to time.