



More Than a Broker

INTRODUCING
BROKER
AGREEMENT

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INTRODUCING BROKER AGREEMENT

THIS INTRODUCING BROKER AGREEMENT (the “Agreement”) is entered into this _____ day of _____, 20_____.

BY AND BETWEEN:

FAZCO CAPITAL LTD, a company incorporated under the laws of St. Vincent and the the Grenadines, with registration number 22500IBC2015 having its registered office at Suite 305, Griffith Corporate Centre, PO Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines (the “Company”);

AND

Name / Company Name: _____ ID/Passport Number / Company reg. number: _____

Country : _____ Res. Address / Reg. Address: _____

(the “Introducing Broker” or “IB”).

The Company and the Introducing Broker shall hereinafter be referred to as the “Parties” to this Agreement and each of them as the “Party” respectively.

1. TERMS OF THE AGREEMENT

1.1. Interpretation

“Business Day”

means any day that Banks are open in St. Vincent and the Grenadines.;

“Client(s)”

means any third party client which has been introduced to the Company by the Introducing Broker and whom the Company has approved with its compliance and KYC procedures;

“Commencement Date”

means the date of this Agreement;

“KYC”

means the know your client policy that the Company has adopted and applies for each respective client;

“Law”

means the relevant laws and regulations of St. Vincent and the Grenadines;

“Services”

means the investment services and any other financial products to be provided by the Company to each respective Client as introduced by the IB to the Company;

- 1.2. ‘Introducing Broker’ (used also as ‘IB’ or ‘Introducer’) represents the Client who opened a partner account with the Company. Any reference to the Company shall include any of the trade names and/or brand names and/or any other means by which the Company will operate.
- 1.3. ‘IB Account’ or ‘Partner account’ represents a special real account belonging to an IB, where the IB commission will be credited.

- 1.4. 'IB commission' represents a fixed amount payable by the Company to the Introducer for its clients' trades, based on the specifications from the Appendix 1.
- 1.5. 'Referral link' denotes a special link given to the Introducer, containing a unique ID, which directs Introducer's clients to the Company's website.
- 1.6. 'ID' represents Introducer's unique identification number, given when Introducer's account is opened.
- 1.7. 'Customer' or 'Client' represents the client introduced by the IB to the Company.
- 1.8. Words, other than numbers, in the singular shall include the plural and vice versa.
- 1.9. References to persons shall include legal entities and individuals.
- 1.10. The clause headings in this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement.

2. PURPOSE OF THE AGREEMENT

- 2.1. The present Agreement is created with the purpose of setting up the relation between the Company and the Introducer, who will introduce clients to the Company, for the provision of the Services.
- 2.2. The Introducer cannot make any recommendation, give advice, accept commitments or guarantees or accept responsibilities on any matter for the company or on behalf of the company.
- 2.3. The Introducer hereby undertakes that it will not act as the tied agent of the Company and/or proceed with any actions that might constitute this as a tied agency agreement.

3. AGREEMENT VALIDITY

- 3.1. The Agreement becomes effective from the Commencement Date and provided that the IB signs and registers in the Company's website, as this will be indicated by the Company.
- 3.2. The Introducer's account is opened after the company receives the Agreement signed by the Introducer.
- 3.3. The validity of this Agreement is for 1 (one) year. Upon expiration the Parties have the right to re-negotiate the terms and conditions of this Agreement.
- 3.4. In case all the conditions of this Agreement are fulfilled, the Agreement may be prolonged to an unidentified period, as per the Parties' agreement.
- 3.5. This Agreement does not imply any employment.
- 3.6. The Company reserves its right, in its absolute discretion, to refuse to provide or continue to provide the Services to any Client, who has been introduced by the Introducer, pursuant to this Agreement.

4. REGISTRATION OF INTRODUCING BROKER ACCOUNTS

- 4.1. In order to register as an Introducing Broker (IB), it is necessary to register with the Company and/or any of the Company's trade names as these may be designated by the Company from time to time and provide all the necessary information and documentation as these may be requested by the Company and choose to participate in the Introducing Broker Program.
- 4.2. Prior to the signing of the present Agreement, the Client has the obligation to submit all required documentation as part of the "Know Your Client" ("KYC") procedure of the Company.

The Introducer has to submit to the Company:

- A proof of identity: a scanned colored copy of passport, national identity card. All personal details including serial number, picture, signature, issue and expiry dates must be clearly visible.
- A proof of residence (not older than 3 months), which can be a stamped bank statement, utility bill (electricity, gas, water, land- line telephone), credit card statement, official residency certificate or rental agreement. It is important to take into account that electronic (on line) bills or statements are not acceptable.

The Company reserves the right at any time to request any additional documentation in order to confirm IB's personal details.

- Once the documents are verified, the Client gets the approval to participate in the IB Program.
- The Company personalizes the present agreement and sends it to the Client in order to have his acknowledgement and signature.
- The Client reads, accepts and signs the present IB Agreement.
- The Company approves the opening of an IB account and creates the unique referral link.

5. INTRODUCING BROKER OBLIGATIONS AND RIGHTS

5.1. Introducing Broker obligations

- Once this Agreement is signed, the Introducing Broker undertakes to provide all and any necessary information to the Client for the assistance and information that might be reasonably required to enable the Company to perform the Services and to fulfil its obligations to Clients.
- The Introducer shall ensure that all instructions or information be passed to the Company, Clients or third parties in relation to transactions or the Services shall be complete and accurate and passed on promptly.
- The Introducer undertakes to comply with all the relevant Law, rules and regulations as set out by the relevant authorities and other relevant regulatory authorities, so as to fulfil its obligations towards clients.
- The Introducer shall inform the Company promptly on becoming aware of any clients complaints and/or change of business activities.
- The Introducer shall immediately notify the Client of any changes of the terms and conditions that are provided to the Clients as per the Company's advice.
- The Introducer has the duty to immediately inform the Company of any changes in his contact information.

5.2. Introducing Broker rights

- The Introducing Broker has the right to receive his commission, as per the Appendix 1, based on his clients' trades.
- The Introducing Broker has the right to perform trading in a real account, other than the Introducer account.

6. INTRODUCING BROKER RESTRICTIONS

- It is strictly prohibited that the Introducing Broker uses fraudulent advertising methods to promote the company. The IB undertakes not to advertise on religious websites, amoral websites, spams or any other websites which, by their content and aim, might harm the image of the Company or might contradict any laws and/or regulations.
- The introducer must not advertise the Company to any resident of the United States of America and confirms that he is aware of the fact that Company's policy is not to offer its services to any potential clients from the United States of America.
- The Introducer undertakes not to advertise the Company to any resident of a country that is not acceptable by the Company according to the Company's internal policies as these might be amended from time to time.
- The Introducer Broker may not accept funds from any of his Clients, in connection with any Transaction.
- He cannot request or accept orders for Transactions from any of his Clients, nor can he request log in details to the Client's MT4 account or Personal Area.
- The introducer cannot register real or demo accounts or register in Personal Area on behalf of the Client, save, store or disclose Client's access data or any Client's personal information. Such details are sent by the company to the client himself on the email address he used while registering on Company's website for an account. As long as the Client Agreement is valid, all actions performed under the Agreement as well as the usage of Client's personal details for MT4 and Personal Area will be considered to be performed by the Client himself. The company cannot be responsible in case of unauthorized use of such mentioned details by any third party.
- The Introducer is not allowed to provide any advice to the Client regarding trading strategies or in any other way influence the clients' decisions. The Company bears no responsibility for the consequences of such advices that might be given by the IB.
- The Introducer agrees to indemnify and hold harmless the Company and any of its agents, affiliates, officers and employees from any claim, demand or damage including reasonable legal fees, asserted by any third party due to or arising out of the IB's use of the Services.
- The Introducer shall at all times indemnify the Company and keep the Company indemnified against all liabilities, obligations,

costs, claims, expenses and demands that the Company may incur or suffer as a direct or indirect result of the following:

- ◇ any breach of this Agreement by the Introducer;
- ◇ any act or omission of the Introducer in relation to or in connection with any Services or this Agreement.

7. COMPANY'S RIGHTS AND OBLIGATIONS

7.1. Company's rights

- The Company has the right to perform and control over the IB's activities under the provisions of the Agreement.
- The Company has the right to request a detailed report from the IB on his fulfilment of the provisions of the Agreement.
- The Company reserves its right to exclude any client(s) from the IB's referrals list.
- Any change in regards to the modification of the commission and/or payment options is subject to the written approval by both Parties.
- The Company has the right to inform the clients, registered under an Introducer, that the Introducer receives commission for their trades.
- The Company has the right to terminate this Agreement and close the account the IB's account in case of IB's failure to meet its provisions.
- If the Introducer uses fraudulent customer acquisition methods, the Company has the right to terminate this Agreement and cancel (partially or completely) the IB commission. All the IB's clients in this case will be direct clients of the Company.

7.2. Company's obligations

- The Company has the obligation to provide the Introducing Broker with assistance in performing provisions of the present Agreement.
- The company will accept to open accounts for the customers introduced by the IB, after collecting all their documents, in accordance with the ongoing anti-money laundering procedures and according to the policy it has adopted as per the Law and the relevant rules and regulations of the relevant regulatory authority:
 - ◇ A proof of identity: a scanned colored copy of passport, national identity card or driving license. All personal details including serial number, picture, signature, issue and expiry dates must be clearly visible.
 - ◇ A proof of residence (not older than 3 months), which can be a stamped bank statement, utility bill (electricity, gas, water, landline telephone), credit card statement, official residency certificate or rental agreement. No electronic (on line) bills or statements will be accepted.
- The Company is obliged to provide the clients with MT4 platform access as well as with log in details, in order to perform their trading activities.
- The Company is obliged to pay out the compensation to an Introducing Broker as set in the Appendix 1.
- The Company has the duty to inform the Introducer in case of any modification of Introducer's Commissions.
- In case of an Introducing Broker's breach of the conditions of this Agreement, the Company reserves the right to block Introducer's account and his real trading account(s) until all the losses are covered.

8. DISCLOSURE TO CLIENTS

- 8.1. The IB has to inform his clients about his business relation with the Company and he also has to give them information with regards to the risk involved when trading CFDs, which the client himself confirms to be aware of when registering on Company's website for a real account.
- 8.2. The IB will ensure that all instructions or information to be passed to the Company, Clients or third parties, if applicable, in relation to transactions or the Services shall be complete and accurate and be provided on promptly as per the policies and regulations set out by the Company.

9. DISCRETION AND NOTICE

The company may accept or decline any introduced Client's application to open a live trading account. The IB will be notified by the Company, whether the application was approved or declined, within 5 business days after receiving the application.

10. RIGHTS OF INTELLECTUAL PROPERTY

- The Introducer confirms and agrees that all the rights of the name, trade names and/or brand names, logos, symbols, trademarks belong to the Company.
- The Introducer confirms and agrees that he is not entitled to use any Company symbols without prior written consent from the Company.
- The Introducer confirms and agrees that he cannot be entitled to provide or allow electronic hyperlink from its services or websites which he controls, to any Internet service or page of the Company website, without prior authorization from the Company.

11. PROMOTIONAL MATERIAL

- All promotional material (written texts, training materials, advertisements, newsletters, market analysis or verbal communication with the public that relates in any way to the solicitation of Clients and/or a transaction in an existing Client Account) have to be reviewed and approved by the Company prior to publication or distribution to prospective or existing Clients.
- In case that the Company terminates an advertising campaign, the Introducer has the duty to also terminate it immediately.

12. CONFIDENTIALITY

The Introducer is obliged to respect the confidentiality of Company business and the information that has been disclosed to the Introducer in accordance with this Agreement.

13. COMPENSATION

- In accordance with the Appendix 1 (at the end of the present agreement), the Company will compensate Introducer's effort of advertising company's services and introducing clients with a specific commission.
- The Introducing Broker's commission is given in real time for each full transaction (an order which was opened and then closed on the MT4 platform) made by a specific client, who was introduced to the Company by the Introducing Broker.
- The Introducing Broker's Commission is not paid for an incomplete transaction (the client opened, but not closed trades), executed by a referred client.
- The Introducing Broker's Commission is not given for cancelled transactions executed by a referred client.
- The commission is available for withdrawal from the IB account at any time, immediately after being credited to the account.
- The commission payable to the IB is gross amount and the Introducer undertakes to pay any fees or taxes payable to any local authorities accordingly.

14. TERMINATION OF AGREEMENT

- The present Agreement can be terminated at any time, by each one of the two parties, by giving a written notice of fifteen (15) calendar days to the other party. If the Company is the party deciding to terminate the Agreement, the notice will be sent to the Introducer by email or by registered mail, to the address the Introducer will request.
- The Company can terminate the Agreement with the Introducer at any time, by giving a written notice of five (5) calendar days, in case the Introducer committed a serious fault or he was neglecting his duties as per the present agreement. In such case, the Company may withhold due payments to the Introducer, until an investigation is conducted. If the investigation confirms that the Introducer has committed a serious fault or he was neglecting his duties as per the present agreement, the Company will not pay commission to the Introducer and will be reimbursed for any damage appeared as a result of his behavior upon the Company business.
- The Company can terminate the Agreement with the Introducer at any time, with immediate effect, after giving a written notice, if the Introducer or any of his referred clients appears on any list of suspected terrorists or terrorist organizations and if any representation or warranty of Introducer ceases to be true. If the investigation confirms that the Introducer is in violation of the above, the Company will not pay commissions to Introducer and will be reimbursed for any damages that have arisen as a result of any violations of the above. If Introducer is confirmed to appear on any list of known or suspected terrorists or terrorist organizations, the Company may terminate this Agreement with immediate effect.
- The Company may terminate this Agreement with immediate effect by giving a prior notice in writing, if the Company has reason to believe that the Introducer or any of his referred Clients abused or attempted to abuse the terms and conditions of this Agreement or of any other agreements to which Client or Introducer represents a party.

15. NOTICES

Introducer will notify the Company of any change in his personal details, in accordance with this Agreement.

16. LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of St. Vincent and the Grenadines.

17. ENGLISH AS MAIN LANGUAGE

This Agreement is set up in English language, but it can be translated into any other languages. In the event of any inconsistency or ambiguity with regards to the meaning of any word or phrase in any such translation, the English text shall prevail.

IN WITNESS WHEREOF this Agreement has been drafted and having been read over and approved as correct is being signed by us Parties as hereunder on the day and year referred to in the terms hereof and in the presence of the hereunder witnesses.

For and on behalf of The Company

Position: _____

Name: _____

Signature: _____

Witness: _____

Date: _____

For and on behalf of The Introducer

Name: _____

Signature: _____

Witness: _____

Date: _____