



Master Business introduction services Broker Agreement

Legal agreement:

This Introducing Broker Agreement (the **'Agreement'**), as amended from time to time, is the document which provides for the terms and conditions between you (as the **"Introducer"**) and AERARIUM LIMITED (the **"Company"**) being a limited liability company incorporated and registered under the laws of Seychelles, with Company number 8425627-1 and a registered address at CT House, Office 9A, Providence, Mahe, Seychelles. The Company is authorized and regulated by the Financial Services Authority in Seychelles ("FSA") under the license number SD036 (also, referred to as 'Axiance', the 'Firm', the 'Company', 'we', 'us', 'our' and 'ourselves' as appropriate).

This Agreement governs the relationship between the Introducer and the Company and is electronically executed. The Introducer is required to accept these terms provided that it has read and agrees with the terms of the Agreement by checking and/or clicking the respective acceptance checkbox during the Introducing Broker Onboarding Procedure. For the avoidance of any doubt, this Agreement has the same legal effect and confers the same legal rights upon the parties as if it had been signed. By ticking the acceptance checkbox(s) the Introducer hereby acknowledges and agrees to abide and be bound by the terms set out in this Agreement.

WHEREAS this Agreement sets out the terms upon which Subordinate Introducers may be introduced to the Company by the Master Introducer.

WHEREAS the services to be provided by the Master Introducer aim to improve the quality of services offered to the Client by the Company;

It is agreed:

1. Definitions of terms

Client Agreement	Means the Company's Client Agreement as found on the Website https://axiance.com/int (hereinafter the "Main Website" or "Company's Website")
Client	Means any person whom the Company has accepted as the client under its own client agreement and who has been introduced by any of the Subordinate Introducers;
Commencement Date	Means the date that this Agreement shall come into force which is on the date that the Company countersigns this Agreement.
Subordinate Introducer	Means any person or entity whom the Company has accepted as the business introducer with the introduction and reference by the Master Introducers;
Confidential Information	Means business or technical information relating to proprietary ideas, research and development, costs, production, profit and margin information, finances and financial projections, clients, marketing, current or future business plans and models, patentable ideas or trade secrets, and existing or contemplated products and services, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. Confidential Information shall also include other confidential or sensitive information which is: (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; or (b) disclosed in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure;

2. Master Introducer Representation and Warranties

- 2.1 The Master Introducer shall act as a mediator between the Company and the Clients for enhancing the quality of service offered to the Clients by introducing and/or explaining the services and products offered by the Company to the Clients.
- 2.2 As a mediator, the Master Introducer shall assist the prospective Client to enter into a contractual agreement with the Company, including but not limited to assist the Client with the preparatory collection of necessary documents for the conclusion of the agreement. Any assistance provided by the Master Introducer shall be in compliance with the applicable local laws and regulations.
- 2.3 Where applicable, the Introducer shall identify, document and inform the Company about the investment profile of the prospective clients. In the event of changes to such profiles, the Introducer shall inform the Company of any Client's profile changes.
- 2.4 Where needed, the Master Introducer shall assist on the translation of documents on behalf of the Company and explain to his Clients the services offered by the Company. If applicable, the Introducer shall also act as a translator between the Client and the Company.
- 2.5 The Master Introducer shall assist prospective Clients on completing account registration forms for opening an account with the Company as well as explain the onboarding process and the trading platform of the Company.
- 2.6 The Master Introducer has all requisite authority to enter into this Agreement and to be fully bound hereby, and all necessary action has been taken by him in connection herewith. The Master Introducer acknowledges and confirms that he can enter into this Agreement and is qualified to offer the services mentioned in this Agreement.
- 2.7 The Master Introducer has fulfilled all registration, qualification and/or other requirements of all jurisdictions to the extent that such registration, qualification and/or other requirements are applicable to it, and during the term of the Agreement will remain in strict compliance with all of the foregoing.
- 2.8 The Master Introducer is duly organized, validly existing and in good standing under the laws of its jurisdictions.
- 2.9 The Master Introducer will carry on his operations and business as an independent contractor and not as an agent or employee or representative of the Company. The Master Introducer cannot use the Company's logo in any of his correspondence, on any business cards, on any electronic transmission, etc.
- 2.10 The Master Introducer acknowledges and agrees that he is responsible for the payment of all relevant duties and/or charges and/or taxes arising from course of his business.

- 2.11 The Master Introducer acknowledges that he is not allowed to register a business that includes the “AERARIUM LIMITED” or “Axiance” name. Furthermore, the Introducer acknowledges that he is not allowed to register and/or operate a domain name that includes any of the trade names of the Company.
- 2.12 The Master Introducer shall not provide any advice to the Subordinate Introducers or Clients and shall only be authorized to introduce the prospective Subordinate Introducers to the Company.
- 2.13 The Master Introducer is obliged to inform Subordinate Introducers that he introduces to the Company of any commissions received as well as any additional fees involved in regard to the service provided under this Agreement.
- 2.14 The Master Introducer shall honestly present the services offered by the Company and not promise a prospective Subordinate Introducer and shall cause the latter not to promise any Client(s) services that the Company does not presently offer;
- 2.15 The Master Introducer shall:
- a) Not provide any kind of investment advice or recommendation to the Client on concluding a trading transaction;
 - b) Not provide any portfolio management services to his Clients;
 - c) Not take or omit to take any action which he knows or ought reasonably to know is reasonably likely to prejudice or to bring into disrepute in any manner the Company's business or reputation;
 - d) Not knowingly do or commit (or permit to be done or committed) any act, matter or thing that he knows or ought reasonably to know is reasonably likely to put the Company in breach of any of the provisions of the Client Agreement or applicable Regulations;
 - e) Not make any representation or warranty concerning the Company unless otherwise permitted;
 - f) At times act in good faith for and towards the Company.
 - g) Not in any way represent to any Client that or will guarantee such Client against loss, limit the loss of such Client or not call for or attempt to collect required initial margin maintenance margin as established by the Company.
 - h) Not provide any information or statement about the Company's services that not true or accurate.
 - i) Not get engaged in any cold-calling activities.

- 2.16 Not at any time hold any assets belonging to Clients or money which is or is to be treated as client money under applicable regulations.
- 2.17 During the term of this Agreement and for a two (2) year period thereafter, the Master Introducer shall not directly or indirectly solicit, or otherwise attempt to induce, any Subordinate Introducers and/or the client of the Company.

3. Master Introducer Relationship and Activities

- 3.1 In the event the Master Introducer deviates from the standard interpretation of this Agreement, this will be the breach of this Agreement.
- 3.2 The Master Introducer shall not introduce any Client to the Company from the following restricted countries; Belgium, Canada, Cyprus, Cuba, Iran, Israel, Latvia, Lithuania, North Korea, Seychelles, Syria, Sudan, United States of America, Ukraine and Venezuela.
- 3.3 The Master Introducer hereby undertakes to introduce prospective Subordinate Introducers in regards to the services offered by the Company as specified in the Company's standard introducer agreement. The Introducer can either pass the name of the prospective Subordinate Introducers to the Company or may invite prospective Subordinate Introducers to contact the Company directly.
- 3.4 For the Master Introducer to be able to receive commissions in regards to the active Subordinate Introducers, the Master Introducer must ensure that the identity and details of the prospective Subordinate Introducer is given to the Company before the prospective Subordinate Introducer signs, executes and delivers to the Company the standard form of the Company's Introducer Agreement and opens relevant Introducer account with the Company. In the event of any inconsistency between the records of the Master Introducer and the Company in regards to the Subordinate Introducers, the Company's records shall prevail.
- 3.5 The Master Introducer confirms that he has obtained all necessary authorizations (including, without limitation, any regulatory or governmental consents, approvals or licenses) to perform the obligations under this Agreement and undertake to maintain such authorizations, licenses and consents during the term of this Agreement;
- 3.6 Any prospective Subordinate Introducer, who is introduced by the Master Introducer and opens an introducer account with the Company and signs, executes and delivers standard terms of the Company's introducer Agreement, will be considered the Company's business introducer, who needs to follow the same procedure as any other business introducer of the Company.

- 3.7 The Company may at its sole discretion accept or decline any Subordinate Introducer introduced by the Master Introducer. If the Company does not accept any person or entity introduced to it by Master Introducer and such person or entity does not have a current or prior existing relationship with the Company, then Master Introducer may refer the person or entity to another individual or firm.
- 3.8 Following the opening of an introducer account to any introduced Subordinate Introducer, the Company shall advise the Subordinate Introducer by e-mail, or by any other means agreed between the Company and the Subordinate Introducer, of the relevant unique introducer account access credentials unique. Such account access credentials will not be disclosed to the Master Introducer.
- 3.9 The Master Introducer shall not direct or influence any Subordinate Introducer or any of the Client(s) in regards to the services offered by the Company, nor shall advice or otherwise influence or induce the Subordinate Introducer(s) or the Client(s) for any type of behavior or action.
- 3.10 In case the Master Introducer maintains a website for promoting his business then the following functionalities and information should be included:
- a) A link should be available directing prospective Subordinate Introducers to the Company's Main Website;
 - b) If required and consented by the Company in writing in advance - the Company's information and/or logo and/or banners are provided by the Company;
- 3.11 The Master Introducer is required to obtain prior written approval of the Company before uploading any information or functionalities related to the Company and its services. In case the Master Introducer intends to change the Company's information and/or functionalities that were initially provided and approved by the Company, then the Introducer needs to obtain a new prior approval by the Company before he proceeds with such changes.
- 3.12 The Master Introducer shall inform the Company of any Introducer's website, Advertising Literature and sales practices and the Company shall review them to ensure that they are in compliance with Applicable Laws and Regulations and conform to Company's internal policies and procedures.
- 3.13 The Master Introducer agrees to cooperate with the Company to address any noted deficiencies in its website, Advertising Literature or solicitation and sales practices as they relate to the introduction and solicitation of prospective Subordinate Introducers.
- 3.14 The Master Introducer may assist prospective Subordinate Introducers on completing relevant registration forms for opening an introducer account with the Company.

- 3.15 Where needed, the Master Introducer shall translate documents for the Company as well as explain to the Subordinate Introducers the services offered by the Company. If applicable, the Master Introducer shall also act as a translator between the Subordinate introducer and the Company.
- 3.16 The Master Introducer shall inform the Company of any Subordinate Introducer's profile changes.
- 3.17 The Company is not liable or responsible for any marketing or promotions initiated by the Master Introducer and any cost or charges, as well as the responsibilities for such activity should be on the Master Introducer's account.
- 3.18 Neither Party shall be obliged to pay any expenses of the other Party. Each Party shall be responsible for its own expenses incident to or arising out of this Agreement.
- 3.19 The Company is not responsible and has no liability for any communications, decisions and/or relationship between the Master Introducer to the Subordinate Introducers.
- 3.20 The Company reserves the right to deduct from the calculation of the commission earned as payment as per Appendix 1 in the following circumstances **(where applicable)**:
- a) Master Introducer's or Subordinate Introducer's own transactions;
 - b) A complete trading transaction (open and close a position) with a duration of equal or less than five (5) minutes;
 - c) Positions opened using a "multiple close by" and "close by" functionality.
 - d) any trading considered as arbitrage or against company rules;
 - e) where the Company receives a complaint from a Client concerning Master Introducer's actions which are in breach of this Agreement or any applicable regulations. In such case the Company will have the right to deduct the said claimed amount from the Master Introducer's account.
- 3.21 As soon as the Master Introducer refers the first Subordinate Introducer to the Company, then the commission fees due to Master Introducer will start to accrue from the month that the first order has been placed by any Client introduced by any Subordinate Introducer.

4. Company's Undertakings

- 4.1 The Company warrants to make any payment of commission due to the Master Introducer for its services as agreed in this Agreement, monthly in arrears and no later than the 20 calendar day following the end of the preceding month in which the fees are earned.
- 4.2 The fee structure between the Company and the Master Introducer is as agreed and stated in Appendix 1 attached, and may not be subject to any changes unless agreed by both parties.
- 4.3 The Company's Client Agreement is available on the Company's website. The copy of the standard terms of the Company for its business introducers has also been read by the Master Introducer.
- 4.4 The Company will not directly or indirectly solicit or accept any person or entity which was introduced to the Company by the Master Introducer pursuant to the terms and conditions set forth herein without treating such person or entity as Subordinate Introducer, unless explicitly instructed otherwise by such Subordinate Introducer. Any person or entity that has a current or prior existing business relationship with the Company shall not be treated as a Client or Subordinate Introducer.
- 4.5 In the event of any dispute, or complaint, from any Subordinate Introducer or the Client the Company has the right to hold due fees payable to Master Introducer until such issue is resolved.
- 4.6 Nothing in this Agreement shall be deemed to alter or supersede the rights of the Company as set forth in the Company's client agreement, terms of use and/or the standard business introducer terms and conditions. The Company retains complete discretion to determine whether to approve any Subordinate Introducer, to suspend the services or terminate any relationship with such Subordinate Introducer or any Client introduced by any Subordinate Introducer, to handle and resolve disputes with any them, and to take any other action with respect to any Subordinate Introducer, any Client, the Client's Account under the relevant Client Agreements.

5. Confidentiality

- 5.1 The Master Introducer shall keep confidential and shall not disclose to any third party any confidential information or any of the terms of this Agreement or any information incidental or related thereto or to the business of the Company, unless such disclosure is required under any applicable law or by any regulatory or governmental body or the Company's prior written consent is obtained. Notwithstanding anything to the contrary in this Agreement or the

termination of this Agreement, this clause shall continue to have effect and be binding on the Master Introducer without limit in time.

6. Notices and Communication

- 6.1 Unless otherwise specified, the Master Introducer has to send any notice, instruction, request or other communication in writing to the Company's mailing address or email to: ibs@axiancepartners.com
- 6.2 Information may be provided by the Company to the Master Introducer in paper format or by email to the Master Introducer's email address provided during his registration.
- 6.3 All notices/information provided by the Company or received from the Master Introducer shall be in the English language.

7. Liability and Indemnity

- 7.1 Under no circumstances shall the Company be liable for any punitive, indirect, incidental, special or consequential loss or damages, including, without limitation, loss of business, profits or goodwill unless arising directly from its fraud or causing personal bodily injury or death. In no event shall Company's liability, regardless of the form of action and damages suffered by Master Introducer, exceed the average aggregate monthly fees and commissions paid by the Company to the Master Introducer.
- 7.2 Master Introducer agrees to indemnify, defend and hold harmless the Company and its officers, directors, employees or affiliates, and their respective successors and assigns, from and against any loss, damage, liability or expense, including, without limitation, reasonable attorneys' fees and any other expenses incurred in connection with Master Introducer's actions or inactions, or errors involving the Subordinate Introducers or the relevant Clients or any of or any other transaction or activity contemplated by this Agreement, and any claims, complaints, demands, proceedings and actions, of any kind, to which the Company, or any of its officers, directors employees or affiliates may become subject arising out of or relating to any act or omission of the Master Introducer or relevant Subordinate Introducer or any person connected, affiliated or associated with the Master Introducer, which is or is alleged to be a violation of the Agreement and/or any applicable regulations arising from Master Introducer's or such person's alleged negligence or willful misconduct.
- 7.3 Errors, misunderstandings, controversies or disputes involving former, current, or prospective Subordinate Introducers and relevant Clients shall be the Master Introducer's sole responsibility and liability. Notwithstanding the foregoing, the Master Introducer shall not be

obligated to indemnify the Company for any penalties, damages, costs, judgments, attorneys' fees or other expenses that are incurred solely as a result of, solely arise out of, or are imposed solely due to Company's willful misconduct or malfunctions in the Trading System. These indemnity provisions shall survive termination or expiration of this Agreement.

- 7.4 For the avoidance of doubt, the Company shall have no liability or responsibility for:
- a. any investment, advisory, arranging or other services provided by the Introducer or
 - b. any transaction or business arranged or otherwise effected by the Introducer for or with the Client which does not involve the Company.

8. Amendment and Termination

- 8.1 This Agreement may be amended from time to time. Any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. The Company shall notify the Introducer of any changes in the Agreement at least five (5) business days prior to their putting into practice. Should the Introducer disagree with the changes, he may terminate the Agreement in accordance with paragraph 8.2 below.
- 8.2 Either party (Company or the Master Introducer) can terminate the Agreement by giving seven (7) business days' written notice to the other party.
- 8.3 The Company shall reserve the right to terminate without notice or suspend without notice, this Agreement or any rights of the Master Introducer that may fall under the provisions of this Agreement and/or its Appendix hereto attached or related, due to any malpractice, breach, failure or other event, including liquidation or insolvency, on the part of the Master Introducer, such termination to be at the sole discretion of the Company.
- 8.4 The Company has the right at its absolute discretion to terminate this Agreement if the Master Introducer involves less than three (3) Subordinate Introducers within ninety (90) days from the date of this Agreement.
- 8.5 The Company has the right to exclude any Subordinate Introducer from Master Introducer's group in case such Subordinate Introducer has not introduced any Client within thirty (30) days from his acceptance as the Subordinate Introducer.

9. Miscellaneous

- 9.1 This Agreement does not and shall not be deemed to constitute a partnership or joint venture between the Parties. Neither the Master Introducer nor any of its officers, directors, employees or representatives is deemed in any manner or under any circumstance to be an employee or agent of the Company, nor shall they hold themselves out as such. The Master Introducer shall have no authority to: contract for or in the name of the Company; enter into any agreement, understanding or commitment giving rise to any liability or obligation of the Company; or bind the Company in any way. The Master Introducer has no authority to make any representations concerning the Company or the services provided by the Company hereunder, or give any warranties on Company's behalf. The Master Introducer will make no representations to prospective Subordinate Introducers or other persons or entities relating to the Company or its trading operations.
- 9.2 This Agreement and all of rights and liabilities hereunder shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto. All or part of the rights and obligations of the Company under this Agreement may be assigned by the Company to any affiliate of the Company upon notice to the Master Introducer. All of Company's rights and remedies and any limitations on liability hereunder shall inure to the benefit of Company's assignees. Company's affiliates and assignees shall not liable for Company's acts and omissions. No assignment may be made by Master Introducer without the prior written consent of the Company.
- 9.3 This Agreement, together with any and all schedules and appendixes attached hereto constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations, agreements, promises, or other communications relating to the covered subject matter. This Agreement supersedes any other prior agreement executed by the Company and the Master Introducer.
- 9.4 Every term and provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or unenforceable in any respect, such term or provision will be omitted and, in any event, such illegality or unenforceability shall not affect the validity of the remainder of this Agreement.
- 9.5 Headings and captions in this Agreement are inserted for convenience of reference only and shall not be given any effect in the interpretation of any provision of this Agreement.
- 9.6 Any delay in or failure of performance by either Party under this Agreement will not be considered a breach and will be excused to the extent such delay in or failure is caused by any event which is beyond the reasonable control of such Party and renders the performance of all or part of the obligations of the Party under this Agreement to be virtually impossible or economically impracticable, including, without limitation, acts of civil or military authorities, strikes or other labor disputes, insurrections, turmoil, wars and the like, floods, fires, droughts

and other acts of God, interruptions in telecommunications or Internet or network provider services, acts or omissions of a third party hardware or software supplier or a third party communications provider, power outages and governmental restrictions.

- 9.7 For the Master Introducer to be eligible for receiving commissions / fees, as per Appendix 1 (if applicable), non-financial criteria apply (i.e. client education, compliance procedures, training undertaken, client satisfaction/low number of complaints). The Introducer should conduct the Company for more information regarding the abovementioned point.

10. Governing Language

- 10.1 This Agreement as well as any additional agreement hereto (both present and future) are made in English. Any other language translation is provided for a convenience only. In case of any inconsistency or discrepancy between original English texts and their translation into other language or whatsoever language, as the case may be, original versions in English shall prevail.

11. Applicable Regulations and Place of Jurisdiction

- 11.1 This Agreement and all transactional relations between the Introducer and the Company are governed by the Laws of the Seychelles and the competent court for the settlement of any dispute which may arise between them shall be the District Courts of the Seychelles.



E: support@axianceint.com

Aerarium Limited with registration no. 8425627-1 and registered office address at CT House, Office 9A, Providence, Mahe, Seychelles.

Axiance is a trade name of Aerarium Limited, authorised and regulated by Financial Service Authority in Seychelles with the license number SD36.