



# Introducing 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 Clients may be introduced to the Company  
by the Introducer.

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

**It is agreed:**

**1. Definitions of terms**

<b>Client Agreement</b>	Means the Company's Client Agreement as found on the Website <a href="http://www.axiance.com/int">www.axiance.com/int</a> hereinafter the "Main Website" or "Company's Website")
<b>Client</b>	Means any person whom the Company has accepted as the client under its own client agreement and who has been introduced by the Introducer.
<b>Commencement Date</b>	Means the date that this Agreement shall come into force which is on the date that the Company countersigns this Agreement.
<b>Confidential Information</b>	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. Introducer Representation and Warranties**

- 2.1 The 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 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 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 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 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. The 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 Introducer acknowledges and confirms that he can enter into this Agreement and is qualified to offer the services mentioned in this Agreement.
- 2.6 The 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.
- 2.7 The Introducer is duly organized, validly existing and in good standing under the laws of its jurisdiction as an introducer of clients.
- 2.8 The Introducer must carry on with his operations and business as an independent contractor and not as an agent, employee, or representative of the Company. The Introducer cannot use the Company's logo in any of his correspondence, on any business cards, on any electronic transmission, etc. without prior consent from the Company.
- 2.9 The 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.
- 2.10 The Introducer acknowledges that he is not allowed to register a business that includes the "AXIANCE" or "EVERFXINT" or "EverFX" name. Furthermore, the Introducer acknowledges that he is not allowed to register and/or operate a domain name that includes any of the trademark names of the Company.
- 2.11 The Introducer shall not provide any trading advice to the Clients and shall only be authorized to introduce the prospective clients to the Company.
- 2.12 The Introducer is obliged to inform his introduced Clients of any commissions received as well as any additional fees involved in regard to the service provided under this Agreement.
- 2.13 The Introducer shall honestly represent the services offered by the Company and not promise a prospective Client services that the Company does not presently offer.
- 2.14 The 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 the 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 are not true or accurate.
  - i) Not engage in any cold-calling activities.
  - j) 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.
- 2.15 During the term of this Agreement and for a two (2) year period thereafter, Introducer shall not directly or indirectly solicit, or otherwise attempt to induce, any Client of the Company.

### 3. Introducer Relationship and Activities

- 3.1 In the event the Introducer deviates from the standard interpretation of this Agreement, it will then be considered a breach of this Agreement.
- 3.2 The Introducer hereby undertakes to introduce prospective Clients in regards to the services offered by the Company as specified in the Client Agreement. The Introducer must be a registered on our partner site and must have a direct link to refer his or her Clients.
- 3.3 For the Introducer to be able to receive commissions in regards to the Client, the Introducer must ensure that the prospective Client is given to the Company before the prospective Client opens an account with the Company OR the prospective Client came directly from the Introducer's designated link and open an account with the Company. In the event of any disparity between the claim(s) made by the Introducer and the Company in regards to the introduced Client, the Company shall have the sole discretion in accepting or refusing the claim(s) of the Introducer.

- 3.4 The Introducer confirms that he has obtained all necessary authorisations (including, without limitation, any regulatory or governmental consents, approvals or licenses) to perform the obligations under this Agreement and undertake to maintain such authorisations, licenses and consents during the term of this Agreement;
- 3.5 Any prospective Client, who is introduced by the Introducer and opens an account with the Company, the Client will also be considered the Company's Client, who needs to follow the same procedure as any other person who opens an account with the Company.
- 3.6 The Company may at its sole discretion accept or decline any Client introduced by the Introducer. If the Company does not accept as a Client any person or entity introduced to it by Introducer and such person or entity does not have a current or prior existing relationship with the Company, then Introducer may refer the person or entity to another individual or firm.
- 3.7 Following the opening of an Account, the Company shall advise the Client by email, or by any other means agreed between the Company and the Client, of the Client's unique User Identity and generic password. The password provided to the Client will not be disclosed to Introducer.
- 3.8 The Introducer shall not direct or influence any Client in regards to the services offered by the Company, nor shall he or she advised or otherwise influenced or induced the Client for any type of behaviour or action.
- 3.9 In case the 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 Clients to the Company's Main Website;
  - b) Company's information and/or logo and/or banners are provided by the Company;
- 3.10 The Introducer is required to obtain the Company's approval prior of uploading any information or functionalities related to the Company and its services. In case the 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.
- 3.11 The 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.
- 3.12 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 Clients.

- 3.13 The Introducer may assist prospective Clients on completing account registration forms for opening an account with the Company.
- 3.14 Where needed, the Introducer shall translate documents for the Company as well as 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.
- 3.15 The Introducer shall inform the Company of any Client's profile changes.
- 3.16 The Company is not liable or responsible for any marketing or promotions initiated by the Introducer and any cost or charges for such activity should be on the Introducer's account.
- 3.17 Neither Party shall be obligated 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.
- 3.18 The Company is not responsible and has no liability of any recommendation or decision provided by the Introducer to the Client.
- 3.19 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) Any Introducer's own transactions (Introducer is not allowed to trade under its own link.);
  - 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 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 Introducer's account.
- 3.20 As soon as the Introducer refers the first client to the Company, then the calculation of the commission fees will start to accrue from the month that the first order has been placed.

#### 4. Company's Undertakings

- 4.1 The Company warrants to make any payment of commission due to the Introducer for its services as agreed in this Agreement, monthly and no later than the 10th calendar day following the end of the preceding month or in which the fees are earned.

- 4.2 The fee structure between the Company and the Introducer is as agreed and stated in Appendix 1, and may not be subject to any changes unless agreed by both parties, signed and approved by the management.
- 4.3 The Company's Client Agreement are available on the Company's website (as per the Appendix 1) which the introducer has read and is aware of.
- 4.4 The Company will not directly or indirectly solicit or accept any person or entity which was introduced to the Company by Introducer pursuant to the terms and conditions set forth herein without treating such person or entity as a Client, unless explicitly instructed otherwise by the Client. Any person or entity that has a current or prior existing business relationship with the Company shall not be accepted as a new Client.
- 4.5 In the event of any dispute, or complaint, from a Client the Company has the right to hold due fees payable to Introducer for that specific Client 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 Client Agreements. The Company retains complete discretion to determine whether to approve any Client, to suspend the services or terminate any relationship with such Client, to handle and resolve disputes with any Client, and to take any other action with respect to any Client or the Client's Account under the relevant Client Agreements.

## **5. Confidentiality**

- 5.1 The 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 (other than such terms or information which is or comes into the public domain), unless is required under any applicable law or by any regulatory or governmental body or obtained the Company's written consent. 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 Introducer without limit in point of time.

## **6. Notices and Communication**

- 6.1 Unless otherwise specified, the Introducer must send any notice, instruction, request or other communication in a written form to the Company's mailing address or by email at [support@axiance.com](mailto:support@axiance.com)
- 6.2 Information may be provided by the Company to the Introducer in paper format or by email to the Introducer's email address provided during his registration.
- 6.3 All notices/information provided by the Company or received from the Introducer should 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 Introducer, exceed the average aggregate monthly fees and commissions paid by the Company to Introducer.
- 7.2 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 Introducer's actions or inactions, or errors involving the Accounts or any of Introducer's Clients 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 Introducer or any person connected, affiliated or associated with Introducer which is or is alleged to be a violation of the Agreement and/or any applicable regulations arising from Introducer's or such person's alleged negligence or willful misconduct.
- 7.3 Errors, misunderstandings, controversies or disputes involving former, current, or prospective Clients of Introducer shall be Introducer's sole responsibility and liability. Notwithstanding the foregoing, 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 fraud or malfunctions in the Trading System. These indemnification provisions shall remain operative and in full force after termination 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 three (3) business days prior to their

implementation. Should the Introducer disagree with the amendments, he retains the right to terminate the Agreement in accordance with paragraph 8.2 below.

- 8.2 The Company can terminate the Agreement by giving five (5) business days' written notice to the other Introducer. The Introducer can terminate the Agreement by giving twenty (20) business days' written notice to the Company.
- 8.3 The Company shall reserve the right to terminate without notice or suspend without notice, this Agreement or any rights of the 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 significant event, including but not limited to the liquidation or insolvency, on the part of the Introducer, such termination to be at the sole discretion of the Company.
- 8.4 The Company has the right at its absolute discretion to withhold commission earned or terminate this Agreement if the Introducer does not continue to refer Clients within Ninety (90) days period.
- 8.5 The Company has the right to exclude a Client from an Introducer's group in case the Client has not funded within Thirty (30) days from his account approval.

## **9. Miscellaneous**

- 9.1 This Agreement does not and shall not be deemed to constitute a partnership or joint venture between the Parties. Neither 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. 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. 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. Except for those representations and warranties expressly authorized by this Agreement or approved in advance and in writing by the Company, Introducer will make no representations to prospective Clients 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 Introducer. All of Company's rights and remedies and any limitations on liability hereunder shall inure to the benefit of Company's affiliates. Company's affiliates are not liable for Company's acts and omissions. No assignment may be made by Introducer without the prior, written consent of the Company.

9.3 This Agreement, together with any and all schedules 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 agreement executed by the Company and 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.

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.

9.5 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 labour 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.

9.6 For the 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 consult the Company for more information regarding the abovementioned point.

9.7 The Company does not provide its services to the residents of certain countries such as the Belgium, Canada, Cyprus, Cuba, Iran, Israel, Latvia, Lithuania, North Korea, Seychelles, Syria, Sudan, United States of America, United Kingdom, Ukraine and Venezuela.

## 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 maybe provided for 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 Seychelles and the competent court for the settlement of any dispute which may arise between them shall be the court of Seychelles.



E: [support@axianceint.com](mailto: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.