



# Introducing Broker Terms and Conditions

Company Number: 8419879-2  
Securities Dealer Licence: SD018

IC Markets (SC) is the business name of Raw Trading Ltd, authorized by the Financial Services Authority of Seychelles with License Number SD018 and the Head Office at HIS Building-Providence, Mahe, Seychelles

## INTRODUCTION

- A. A reference in this document to “we”, “us”, “IC Markets (SC)”, “our”, “ours” and “ourselves” (as appropriate) is a reference to Raw Trading Ltd (“the Company”) with Incorporation Number: 8419879-2 and Securities Dealer Licence Number- SD018.
- B. A reference to “you” or “your” is a reference to you, the Introducing Broker.
- C. These Terms, once we have accepted your application and opened an IB Account for you, will form an agreement between us and you and will govern all dealings between us and you unless terminated under Clause 25.
- D. You should read these Terms carefully, including the ancillary documents, that we supply to you in connection with your IB Account.
- E. Nothing in these Terms will exclude or restrict any duty or liability owed by us to you under the Governing Legislation and if there is any conflict between these Terms and the Governing Legislation, the Governing Legislation will prevail.

## 1. Definitions

In this Agreement, unless the context otherwise pledges, the following expressions have the meanings defined opposite each of them:

“Account”	The uniquely assigned trading account created for a specific Client when they register with us via our website <a href="http://www.icmarkets.com">www.icmarkets.com</a> .
“Account Terms”	The relevant agreement(s) between us and a Client in effect from time to time.
“Applicable Laws”	All laws of Seychelles, statutes, procedures, standards and codes of practice that apply to us and our Products, as updated, replaced or amended from time to time.
“Business Day”	A day which is not a Saturday, Sunday, public holiday or bank holiday in Seychelles.
“CFDs”	Contract for Differences that we offer to Clients under the Account Terms.
“Client”	An individual or an entity that you refer to us, and which successfully registers and is approved for an account.
“Confidential Information”	All of a party’s information which is by its nature confidential, is designated by that party as confidential or which the other party knows or reasonably ought to know is confidential. In the case of IC Markets (SC), this includes information relating to our

business systems and processes, the contents of these Terms and Client Personal Information.

“Effective Date”	The date the Agreement comes into effect.
“Effective Date of termination”	The date upon which the Agreement is terminated.
“Fee”	Means the fee paid or payable to the Introducing Broker by IC Markets (SC) for intermediation services rendered by the you for the conclusion of Client Agreements between the Company and the Clients identified, targeted and referred to the Company by the Introducing Broker, in compliance with these Terms, as notified to you when you started participating in the IB Program, and as varied from time to time under Clause 9.
“Force Majeure”	Any clause beyond a party’s reasonable control, including but not limited to acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, restrictions or prohibition of any government or semi-government authority.
“FSA”	Financial Services Authority of Seychelles.
“IB Account”	The IB profile and campaign whereby you refer Clients to us.
“IB Agent Account”	The account in which we pay referral fees.
“IB Program”	Means the program which we may make available to certain individuals or entities, pursuant to the terms of this Agreement, via the Company’s website, in order to engage the Introducing Broker to act as mediator between the Company and potential clients for the conclusion of a Client Agreement with the Company.
“IB Services”	Any ongoing services that you provide to Clients in connection with the IB Program, as verified by you during the IB Account opening process and subject to any regulatory requirements as well as any guidelines issued by us from time to time.
“Immediate Family”	Parent, spouse, sibling, child or any individual related by blood whose close association is an equivalent of a family relationship.
“Intellectual Property Rights”	All rights and interests in any patents, rights to interventions, copyright and related rights, moral rights, trademarks, trade names and domain names, website content, right in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights or forms of protection which may now or in the future subsist in any part of the world.

“Loss or Claim”	In relation to any person, a damage, loss, cost, expense or liability incurred by person, or a claim, action, proceeding or demand made against the person, however, arising and whether present or future, fixed or unascertained, actual or contingent.
“Personal Information”	Any information or opinion that identifies or could reasonably identify an individual, whether or not that information is true. Personal information includes names, addresses and another contract information.
“Products”	Any FSA legislative instruments including the CFDs that we offer to Clients from time to time under the Account Terms.
“Promotional Material”	All written material generated by you for the purpose of conducting the IB Services, published written texts, compliance and procedures memoranda and manuals, training materials, advertisements, research reports, correspondence to Clients or prospective Clients, as well as newsletters and generally anything written that assists in the solicitation process.
“Related entities”	Any other Company within the IC Markets’ group.
“Related parties”	<p>Any member of your immediate family.</p> <p>Any individual, corporation, partnership, joint venture, trust and any other organisation directly or indirectly controlling, controlled by or under common control with you.</p>
“Restricted Regions”	Any countries from where we do not accept any clients due to regulatory restrictions as notified to you from time to time.
“Terms”	These Terms and Conditions which govern the IB Program.
“Territory”	Any state or country outside of the Restricted Regions.
“Trading Platform”	Any of the online trading platforms we provide to Clients to trade our Products online.
“Transactions”	A Clients’ purchase or sale of a Product via any of our Trading Platforms.

## 2. Appointment

- 2.1 We grant you the non-exclusive right to refer Clients within the Territory to us and (where applicable) provide them with the IB Services, in compliance with these Terms.

2.2 By accepting these Terms, you agree that:

- a. these Terms do not give you an exclusive right or privilege to assist us in providing Products to Clients. For clarity, we intend to enter into similar arrangements with other introducers as part of the IB Program;
- b. we may also directly or indirectly solicit referrals on Terms that may differ from those contained in these Terms or contract with third parties that are similar to or compete with you; and
- c. you shall have no claims to Fees originating from Clients that have not been referred solely by you in compliance with these Terms.

### **3. Regulatory Requirements**

3.1 By accepting these Terms, you agree that:

- a. client referrals under your IB program will come to us only through approved methods;
- b. you shall not refer Clients who reside in any of the Restricted Regions;
- c. we may require that you provide a regulatory licence/authorization in relation to the IB program;
- d. you must provide all communication issued to you or by you or on behalf of a regulated entity concerning us or any investigation or disciplinary procedure or Client;
- e. you may assist us in responding to any such request by promptly providing us with all relevant information that we reasonably request from you, including using your best efforts to obtain relevant information from third parties, if required by us.

### **4. Your Obligations**

4.1 By accepting these Terms, you must:

- a. comply with all Applicable Laws, including any regulatory licence requirements that may apply to you in respect of your participation to the IB Program;
- b. fully and clearly disclose to each Client the Fees you are entitled to receive from us under the IB Program and any other information that we may request from time to time;
- c. carry out any IB Services for Clients with transparency, honesty, professionally, with due care and skill and in accordance with these Terms;
- d. adhere to any Applicable Laws regarding privacy or data protection in your jurisdiction, maintain business records of each Client referral and provision of IB Services undertaken by you in connection with the IB Program for a period of at least seven (7) years including, obtaining and maintaining a permanent record of the following where applicable:

- i. each Client's name, contact details, occupation/business;
  - ii. each Account and each person holding Power of Attorney over any Account or guaranteeing Account;
- e. inform us within reasonable time in writing of any Client complaint or dispute and provide all communication including any applicable related documents;
- f. not engage in any illegal, misleading and/or deceptive conduct or do anything (including making false statements or assurances in any form) that may cause loss or damage to us or which may have a detrimental effect on our reputation or those of our Products. In particular, you must not:
  - i. engage in any illegal activity of any type, such as displaying illegal content on your Website or in your subscription emails;
  - ii. actively target:
    - (a) any resident of the Restricted Regions, as set out in Clause 1;
    - (b) any person who is under the age of eighteen (18) years old;
  - iii. login to the Client Area of a Client's profile, login to a Client's Account or conduct trading activities on a Client's behalf;
  - iv. maintain and operate a Website that contains or promotes misleading, defamatory, inappropriate or illegal content, or a link to a Website that does so. Misleading content includes making misleading or untrue assurances in relation to returns and displaying our disclaimer, licence or authorisation number without our express permission;
  - v. send unsolicited commercial electronic messages;
  - vi. enable bad faith transactions, including but not limited to any device, program, robot, IP address;
  - vii. suggest or create any promotions, reward, discount, rebate or compensations to a Client for registering for an account without our approval; or
  - viii. take part in any activity that may tarnish the value of our trademarks or brand.

## **5. Electronic Access and Your Website**

### **5.1 By accepting the Terms, you agree:**

- a. to provide Clients with the necessary electronic means to access our Website to enable them to register for our Products;



- b. if you operate a Website, to provide, subject to our prior approval, our Company's details, a description of our Products, the link to our Website and any other information that we require you to display from time to time; and
- c. to ensure that the content of your Website is kept up to date and states only accurate information about us;
- d. that you must not market to any potential Clients:
  - i. on any site where we promote our Website unless this is for our benefit and is pre-approved by us;
  - ii. on any internet search engine on which we promote our Website without our approval;
  - iii. in any other manner which results in your competing with us in relation to the promotion of your Website;
  - iv. any other online software, application or other online trading platform similar to and/or competitive with us.

## **6. Client Money**

- 6.1 By accepting these Terms, you agree that you must not:
- a. accept any money, securities or other property to margin, guarantee or secure any Client transaction;
  - b. give instructions to transfer funds in or out of a Client's Account, and we will not be obliged to comply with any such transactions, unless authorised in writing by the Client.

## **7. Our Obligation**

- 7.1 Subject to your compliance with these Terms and each Client's acceptance of the Account Terms we will:
- a. pay you the Fees;
  - b. provide monthly statements of trading volume, detailing Fees paid to you in the previous months period only upon request via [partners@icmarkets.com](mailto:partners@icmarkets.com);
  - c. collaborate with you in relation to referral initiatives; and
  - d. provide marketing and promotional materials to you subject to IC Market's (SC) pre-approval.

## 8. Referral Criteria

### 8.1 Eligible Clients

In consideration for each Client referral and subject at all times to your compliance with these Terms and/or any other guidelines and information provided to you during the IB Program, you will not be entitled to any Fees unless we confirm that:

- a. the Client resides in the Territory and complies with the Account Terms and onboarding process;
- b. the Client has been introduced by you;
- c. the Client did not hold any Account prior to the commencement date of your IB Account whether or not that Account is active;
- d. the Client is active (in other words has engaged in trading activities) within the last six (6) months;
- e. the Client whose name or contact details has never been provided to us by any third party at any time;
- f. the Client is not a member of your immediate family or is not a Related Party of you; or
- g. the Client or your IB Account is not linked to any fraudulent or illegal activity;
- h. these Terms are not terminated under Clause 25.

## 9. Payment of Fees

9.1 Fees are calculated based on each Client's trading volume.

9.2 Your Fee entitlements will be notified to you when you join the IB Program.

9.3 All Fees are dependent on the Client Trading Account and IB Agent Account currency and are subject to conversion rates;

9.4 You will be paid your Fee entitlements per closed trade daily.

9.5 Fees will be paid into an active IB Agent Account in your name, from which you can withdraw and transfer using the payment methods set out on our website. You agree that:

- a. IB Agent Account withdrawals will be available once a minimum of five (5) unique Clients have been referred and they have deposited into their trading accounts;
- b. from time to time we may perform additional due diligence and compliance checks prior to withdrawal approval;
- c. by accepting these Terms, you agree that we will not be required to pay you Fees where to do so would involve a breach of this agreement.



## **10. Changes to Fees**

- 10.1 We may review our Fees, frequency of payment and referral criteria under the IB Program at our discretion. We will notify you with at least five (5) days written notice;
- 10.2 After any change, you will reserve the right to terminate these Terms as per Clause 25.

## **11. Fee Disputes**

- 11.1 Any discrepancies or disputes regarding your Fees should be reported within thirty (30) days of Fee settlement. If you do not agree with the Fees paid to you on a particular Client account, you must notify us in writing of the account number, the amount disputed and the reason for the dispute. If we are not notified of the disputed amount within this time frame of thirty (30) days this will be deemed a waiver of your right to dispute the Fee and you will not be entitled to any further claim to this matter.

## **12. Disputes Resolution**

- 12.1 You may notify us in writing of any grievances you may have regarding our services including Fee disputes and such notification must set out full details of the Dispute.

Upon receipt of such notification a senior representative of IC Markets (SC) will engage with you and attempt to resolve the Dispute in good faith.

- 12.2 If the Dispute has not been resolved within twenty (20) Business Days of receipt of the notification of dispute, either party may pursue its legal remedies including by way of litigation.

## **13. Your relationship with Us, Clients and Authority**

- 13.1 By accepting these Terms, you agree that:

- a. the relationship between us and all Clients, including Transactions carried out on Clients' Trade Accounts, is governed by the Account Terms;
- b. you are not a party to the Account Terms, and you must not, unless otherwise permitted under these Terms, interfere with the operation of the Account Terms, whether such interference is lawful or otherwise;
- c. we will not accept any instructions:
  - i. from a Client unless they have accepted the Account Terms; or
  - ii. from you on a Client's behalf unless and until:
    - (a) you are duly authorised to provide such instructions under a valid Power of Attorney;

- (b) you have provided us with a Power of Attorney; and
- (c) we have verified that you have all necessary regulatory licences/authorisations to conduct such activities on the Client's behalf (where applicable);
- d. we may provide, or cause to be provided, notice of the following matters to each Client upon their Account registration:
  - i. the existence of these Terms and/or our relationship with you; and
  - ii. our Fee arrangements with you;
- e. we have the sole and exclusive right to process Client Personal Information and any other data relating to Clients on Clients' behalf;
- f. we will communicate directly with referred Clients in respect of all matters relating to their Account and any Transactions;
- g. all Transactions will be facilitated and concluded directly between us and Clients;
- h. you have no authority to facilitate or conclude any Transactions with a Client on our behalf;
- j. we may take any action that we are authorised to take under our Account Terms that we consider necessary, at our sole discretion and without any notice to you:
  - i. on behalf of any Client for the protection of that Client's Account; or
  - ii. for the protection of our rights and interests; and
- k. we may also, at our sole discretion, with notice to you:
  - i. reject any prospective Client;
  - ii. refuse to deal with a Client; and
  - iii. terminate any Account Terms.

#### **14. Inactive Clients**

- 14.1 By accepting these Terms, you agree that if a Client does not place a trade for at least six (6) months is considered "inactive" and we may, at our discretion, remove the Client from your IB Account and you will no longer be entitled to Fees for that Client.

#### **15. No partnership**

- 15.1 By accepting these Terms, you agree that:

- a. your IB account is for you only to refer Clients and provide IB Services where applicable;
- b. nothing in these Terms creates a partnership or establishes a relationship of Principal and Agent or any other fiduciary relationship between you and us;
- c. except in cases where it was agreed otherwise in writing by you and us, you must not:

- i. act on our behalf;
  - ii. make any warranties or representations on our behalf;
  - iii. enter into any arrangement binding us or exposing us to any liability;
  - iv. hold out that you are authorised to act on our behalf;
  - v. make any public announcements or statements about us or these Terms;
- d. this Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and supersedes any and all prior agreements and understandings between the parties.

## **16. Warranties**

- 16.1 Each Party, in respect of itself only, hereby represents and warrants to the other Party and acknowledges that the other Party is entering into this Agreement in reliance thereon, as follows:
- a. it is a limited liability Company duly incorporated, registered and validly existing under the Laws of its place of incorporation;
  - b. it has the corporate power to own its assets and to carry on its business as it is now being conducted;
  - c. it has power and authority to enter into and to perform its obligations under this Agreement;
  - d. it has taken all necessary actions to authorise the execution, delivery and performance of this Agreement to which it is expressed to be a Party;
  - e. this Agreement constitutes its legal, valid and binding obligations on it and, subject to any necessary stamping and registration, is enforceable in accordance with its Terms subject to Laws generally affecting creditors' rights and to principles of equity;
  - f. the execution, delivery and performance of this Agreement will not breach, or result in a contravention of:
    - i. any law, regulation or Authorisation;
    - ii. its constitution or other constituent Agreements; or
    - iii. any encumbrance or Agreement which is binding it;
    - iv. and will not result in a contravention of:

(a) the creation or imposition of any encumbrance or any of its assets other than as permitted under this Agreement; or

(b) the acceleration of the date for payment of any obligation under any Agreement which is binding on it.

16.2 Each of its representations and warranties contained in this Agreement are correct and not misleading when made or repeated.

16.3 All written information provided to the other by or on its behalf in relation to it, its business or affairs, or this Agreement was materially correct and not misleading (by omission or otherwise) as at the time it was provided; and

16.4 It has not withheld from the other any information reasonably likely to be material to the decision of the other to enter into this Agreement.

16.5 The Warranties under Clause 16 are subject to any variations in the Payments Schedule.

## **17. Conflicts of Interest**

17.1 In the case that you engage, directly or indirectly, in other business activities, during the course of your IB Program, with any third party that its business activities may create conflict of interests or influence your ability to perform any or all of the IB Services to our satisfaction, you have the responsibility to inform us of the nature and extent of your interest, conflict or potential conflict to us as soon as possible after you become aware of it, and obtain our written consent before engaging or continuing to engage in the business activity in question.

## **18. Intellectual Property Rights**

18.1 By accepting these Terms, you agree that:

- a. we will retain the ownership of all Intellectual Property Rights in material we develop before or during the Terms of your participation of the IB Program. Nothing in these Terms should be construed as granting you any licence or right to use our Intellectual Property Rights other than as permitted under these Terms;
- b. you may display our trademarks and branding on your site and hold yourself out to be an IC Markets' (SC) IB for the purpose of introducing Clients to us under this IB Program, provided that you:
  - i. obtain our written approval before you publish our trademarks and branding and any Promotional Material;
  - ii. refrain from using our trademarks or branding as part of your own product name, URL or as a component of another logo; and
  - iii. display Promotional Material in a way that complies with our brand guidelines and any other directions that we give you from time to time;

- c. we reserve the right to withdraw our approval of your Promotional Material at any time;
- d. if we withdraw our approval under this Clause, you must immediately stop distribution or publication of the Promotional Material;
- e. you will notify us immediately in writing if you become aware of an infringement on any of our Intellectual Property Rights or other ownership rights, or if you become aware of a claim by any party that our products, trademarks or logos infringe on a third party's Intellectual Property Rights or ownership rights.

## 19. Direct Marketing

- 19.1 By accepting these Terms, you must ensure compliance with all Applicable Laws in relation to direct marketing communications with Clients. In particular, each direct marketing communication sent to a Client in connection with the IB Program must:
- a. clearly and accurately identify the individual or organisation who sent the message;
  - b. contain accurate information about how the recipient can contact the sender;
  - c. state a clear method of opting-out (unsubscribing in the case of email) from receipt of any further messages; and
  - d. be sent only to Clients and individuals who have provided consent to receive communication.

## 20. Privacy

- 20.1 By accepting these Terms, you agree that all Client information (including Personal Information) obtained by us is confidential between us and the Client and that we are under no obligation to disclose it to you except as set out in this Clause.
- 20.2 Subject to the Applicable Laws, the Account Terms we will provide you with the names and addresses of Clients and any other Client information that Clients permit us to disclose to you.
- 20.3 Where you collect Personal Information in respect of a Client, you must:
- a. ensure all relevant personnel in your business have been adequately trained in order to understand and comply with your obligations under this Clause;
  - b. comply with our reasonable directions about the collection and handling of the Client's Personal Information;
  - c. notify the Client that their Personal Information will be collected by us in accordance with our Privacy Policy located on our website;
  - d. ensure that Client has provided their consent for the collection of their Personal Information.
  - e. use and disclose the Client's Personal Information solely for the purposes of referring them to us and providing the IB Services (if applicable), and not for any other purpose without the Client's consent;
  - e. take all reasonable steps to protect the Client's Personal Information from unauthorised access, modification or disclosure, including ensuring that only authorised personnel have access to the Client's Personal

Information and only to the extent necessary for you to perform your obligations under these Terms;

- f. immediately notify us in writing if:
  - i. you know or suspect any unauthorised access, modification or disclosure of Client Personal Information; or
  - ii. you are notified or become aware that a disclosure of Client Personal Information is required by law;
- g. provide reasonable assistance to us to enable us to comply with our obligations under Applicable Laws, including in relation to any enquiry or complaint relating to Client Personal Information; and
- h. in relation to Client's Personal Information that is no longer required for the purpose of performing your obligations under these Terms, destroy or permanently de-identify the Client's Personal Information, and provide us with evidence of the same on request.

20.4 Telephone conversations shall be recorded, and you must notify your representatives and Clients accordingly.

20.5 You agree that we collect, use and disclose your personal information to provide you with the products, services and associated support that you have asked for. We also use your personal information to respond to your enquiries or feedback and to promote Products and services offered by us and associated third parties. Thus, you consent and agree that we may need to provide your personal information to our related entities if necessary and wherever applicable. Where possible we will collect the information from you, but we may also collect it from public sources such as social media websites, or from third parties that provide us with marketing leads. If you do not provide your personal information to us, it may affect our ability to do business with you. You consent to us collecting, using and disclosing your personal information for those purposes. You can ask us not to use your information to promote our Products and services by following the procedure outlined in the IC Markets' Privacy Policy, located in the Legal Documentation on our website.

## **21. Confidentiality**

- 21.1 Each party must maintain the confidentiality of the other party's Confidential Information and must only use such Confidential Information to perform its obligations under these Terms, except where the Confidential Information is in the public domain without a breach of this Clause 21, has been independently created, developed or acquired by the recipient independently of its involvement in these Terms or interaction with the other party and free of an obligation of confidence.
- 21.2 A party may disclose the Confidential Information of the other party to its personnel only on a "need-to-know" and confidential basis in connection with these Terms or as required by Applicable Law.
- 21.3 Each party must take all necessary steps, prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the other party.



21.4 Each party acknowledges that the value of the other party's Confidential Information is such that an award of damages or an account of profits may not adequately compensate if this Clause is breached. Each party acknowledges that, without in any way compromising its right seek damages or any other form of relief in the event of a breach of this Clause, a Party may seek and obtain an injunction to prohibit or restrain the other party or its personnel from any breach or threatened breach of this Clause.

## **22. Liability**

- 22.1 We, our related entities, officers, directors, employees and suppliers are not responsible or liable to you or any Client for any:
- a. loss or claim arising as a result of any failure of any software, hardware, communication technology or other system, including but not limited to our Trading Platform;
  - b. loss or claim relating to the provision of data by us, including via Trading Platform, including delays, disruptions, inaccuracies or the loss of data;
  - c. loss or claim relating to your use of, or reliance upon any data provided to you or Clients by us, including via the Trading Platform;
  - d. delay or failure by you to perform your obligations under these Terms, or your failure to perform them in a timely manner;
  - e. negligent or unlawful conduct on the part of you, your employees, representatives, agents or contractors;
  - f. actions or inaction of third parties (including those which may be negligent or unauthorised) relating to the IB Program or the Trading Platform;
  - g. trading losses suffered by Clients in connection with our Products;
  - h. loss or claim arising from a failure by us to comply with these Terms for any cause which could not reasonably be controlled or prevented by us; or
  - i. any loss or claim arising from a failure by you to comply with Tax Laws in relation to your Fee entitlements.

## **23. Exclusion of liability**

- 23.1 Neither party will be liable for any indirect, consequential, special or incidental loss or damages which may fairly and reasonably be considered to arise naturally, that, is according to the usual course of things, from the breach or other act or omission giving rise to the relevant liability.

## **24. Indemnification**

- 24.1 You shall indemnify, defend and hold harmless the Company and its directors, officers, shareholders and employees from and against all claims, liabilities, losses and costs, including reasonable attorneys' fees, resulting from, arising out of, or in any way connected with:
- a. any breach by you of any warranty representation or undertaking by the Introducing Broker contained in these Terms;
  - b. the performance of your duties and obligations under this Agreement; or
  - c. your negligence in performing your duties and obligations under this Agreement.

## **25. Termination**

- 25.1 We reserve the right to terminate these Terms Immediately, by providing you with a written notice if:
- a. you are in breach of these Terms and the breach cannot be remedied;
  - b. you cease to carry on business, are unable to pay your debts as they fall due, enter into any form of bankruptcy or make a scheme of arrangement to your creditors;
  - c. you, or any of your officers, employees or agents to, say or act in a way which, in our reasonable opinion, is objectively considered to be:
    - i. harmful to our reputation or interests, including but not limited to bringing our name into disrepute; or
    - ii. likely to lead any person to reduce their level of business with us;
  - d. you, or any of your officers, employees or agents are charged or investigated by Financial Services Authority or any other Regulator or government agency in respect of any dealing in financial products or if otherwise requested by any Regulator or government agency;
  - e. you assign these Terms in breach of Clause 30.
- 25.2 Either party (IC Markets (SC) or the Introducing Broker) can terminate these Terms by providing twenty (20) days written notice to the other party.

## **26. Effect of Termination**

- 26.1 If these Terms have been terminated by you or us under Clause 25 respectively, we will pay you any Fees to which you are entitled for Clients referred up to and including the effective date of termination, subject to Clause 26.2. For clarity, you will not be entitled to receive Fees for any Client referrals that you generate following the effective date of termination.

26.2 We reserve the right to retain Fees for a period of thirty (30) days following termination of these Terms in the event of a dispute under Clause 9. At the end of thirty (30) days, we must elect to either pay the Fees to you or continue with the dispute resolution process.

26.3 Following termination of these Terms for any reason, you must:

- a. immediately stop promoting us, our Products and your participation in the IB Program;
- b. withdraw from publication any Promotional Material or activities related to us;
- c. not at any time do anything (including making statements in any form) that may cause loss or damage to us or our Related entities, employees, partners, suppliers or any other third party related to us.

26.4 By accepting these Terms, you agree that:

- a. we reserve the right to retain our relationship with Clients and are entitled to take any actions that we consider necessary to retain that relationship; and
- b. if we terminate these Terms under Clause 25.1, your entitlement to any accrued but unpaid Fees will be voided and those Fees will not be paid to you.

## **27. Changes to these Terms**

27.1 We reserve the rights to amend these Terms at any time without giving you prior notice. We will notify you of any such changes by emails within five (5) business days.

## **28. Force Majeure**

28.1 We may, in our reasonable view, determine that a Force Majeure Event exists, in which case we IC Markets (SC) will, in due course, take reasonable steps to inform you.

28.2 If we determine that a Force Majeure Event exists (without prejudice to any other rights contained herein) we may without prior written notice and at any time take or omit to take all such actions as we deem to be reasonably appropriate in these circumstances.

## **29. Regulatory Matters**

29.1. The Company shall be entitled to take any action as it considers necessary at its absolute discretion to ensure compliance with the FSA rules or any other applicable laws and regulations and such actions shall be binding on the Introducing Broker and shall not render the Company or any of its directors, officers, employees or agents liable.

29.2. The Introducer hereby expressly acknowledges and agrees that upon reasonable written notice by Company and at its request, he/she will co-operate with the FSA and any other relevant regulator of Company in relation to the matters covered by this Agreement.

### **30. General**

- 29.1 These Terms and any information relating to your IB Program provided to you by email, phone or website from time to time, contain the whole agreement between you and us in relation to the IB Program.
- 29.2 Any representations or warranties made by our Employees before your participation to the IB Account opening was approved are not effective unless expressly set out in these Terms. Any waiver of our rights or powers under these Terms may only be given in writing signed by an authorised employee.
- 29.3 If any part or provision of these Terms are void, not enforceable or illegal in a jurisdiction, that part or provision does not apply in that jurisdiction. However, the remainder of the Terms continues to operate in that jurisdiction unless this would alter the basic agreement between you and us, in which case we can terminate your participation in the IB Program at our option.

### **30. Assignment**

- 30.1 We reserve the right to transfer the benefit of these Terms at any time to one of our Related entities without your consent.
- 30.2 You must notify us of any material change in your assignment, control or structure or ownership in writing. We reserve the right to request an additional information in accordance with the Applicable Laws and any change will be subject to approval. We reserve the right to terminate if the requirements are not met.

### **31. Governing Law and jurisdictions**

- 31.1 These Terms are governed by the laws in force in the Seychelles and the competent courts for settlement of any dispute which may arise between us shall be the courts of Seychelles.

For any further information regarding our IB Agreement please visit our website or contact our Partners Department at [partners@icmarkets.com](mailto:partners@icmarkets.com).