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## **INTRODUCING BROKER AGREEMENT**

Update October 2025

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## **Introducing Broker Agreement**

### **1. Introduction**

- 1.1 This Introducing Broker Agreement (“Agreement”) is entered into by and between DB Invest Limited (hereinafter called the “Company”) and the company or the individual whose name and address appear at the end of this agreement (hereinafter called the “IB”). The Company and the IB shall sometimes be referred to herein as the “Parties”.
- 1.2 The company is a registered Limited Company (registration number 8424266-1), authorized by Financial Services Authority (“FSA”), Its registered office is at Abis Centre, Office 15, Avenue D’Arhoa, Providence Industrial Estate. Mahe, Seychelles.
- 1.3 This Agreement, as amended from time to time in accordance with clause 9, sets out the terms and conditions between the Company and the IB, who, acting in accordance with the laws of the jurisdiction in which the IB and Existing Customers are resident, will solicit customers to trade spot foreign exchange (hereinafter “FOREX”), spot precious metals and Contracts for Differences (hereinafter “CFDs”), and who will introduce the said customers to the Company.
- 1.4 The IB is engaged in the business of soliciting customers in respect of financial services transactions and, if required under applicable laws and regulations, is registered as an introducing broker, or in some other capacity which authorizes the IB to undertake and provide to the Company the services contemplated under this Agreement.
- 1.5 The Company will provide execution and other services relating to the financial services transactions in accordance with the terms of this Agreement.
- 1.6 The defined terms used in this Agreement are set out in clause 18 (“Interpretation of Terms”).

### **2. Commencement**

- 2.1 This Agreement will commence on the Effective Date and will continue unless or until terminated by either Party in accordance with clause 9.

### **3. Compliance**

- 3.1 The IB acknowledges that its principals have read and understood the Company’s Terms and Conditions, which may be modified from time to time.
- 3.2 The IB represents and warrants that all actions to be performed by it under this Agreement will comply with all laws, regulations, ordinances, organizational documents, or rules applicable to the IB or to the jurisdiction in which the IB or its customers are resident or carry-on business.

- 3.3 The IB represents and warrants that, in respect of the services contemplated under this Agreement, it shall comply with all applicable laws, statutes, regulations, and codes relating to the Securities Law, by, amongst other things:
  - 3.3.1 Maintaining adequate policies and procedures to ensure compliance with the Relevant Requirements;
  - 3.3.2 Promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the IB in connection with the performance of this Agreement;
  - 3.3.3 Ensuring that any officer, employee, agent, representative, or such other person connected to the IB complies with the Relevant Requirements.
- 3.4 The IB will supply details and evidence of its status and business and of the licensing and/or authorization requirements applicable to the IB's activities at the Company's request.
- 3.5 The IB agrees that all Promotional Materials and the IB's website content relating to the Company and its services must be reviewed and approved by the Company prior to communication and distribution to Prospective Customers or Existing Customers.
- 3.6 The IB agrees that it must not accept funds from the customers but must instruct the customers to deposit/ wire transfer funds directly to the Company's bank accounts.
- 3.7 The IB undertakes that it will not use the name or brand, any Proprietary Property or Proprietary Information or the trading platform of the Company in its dealings with any customer of the IB except for the purpose of soliciting customers to become customers of the Company and, once a customer has been introduced to the Company by the IB, only so long as the customer continues to have a trading account with the Company and solely for that purpose. The IB will not hold or operate a trading account for any customer of the IB in its own books or carry on any trades for any customer in respect of any matter for which the Company provides services to the customer pursuant to the Operative Agreements unless the IB is duly authorized or licensed to do so under the laws applicable to the IB or to the jurisdiction in which the IB or its customers are resident. The IB further agrees not to hold out or represent that any person is a customer of the Company in respect of any trading activity unless they hold trading account(s) in the books of the Company and such trades are conducted through such account(s).
- 3.8 The IB agrees that it will not in any way represent to any Prospective Customer or Existing Customer that the Company will guarantee such customer against loss or limit the loss of such customer and that it will not call for or attempt to collect required Initial Margin and/or Necessary Margin as established by the Company.
- 3.9 The IB will promptly advise the Company of any regulatory and/or legal investigation or illegal interference in its commercial affairs and will disclose to the Company details of any past sanctions imposed on the IB.

- 3.10 The Company shall be responsible for providing Customers with any disclosures required under applicable law and regulations, including, without limitation, those disclosures required by the rules or regulations of self-regulatory organizations or exchanges of which the Company is a member. If the IB is required under applicable laws and regulations to provide certain disclosures, the IB will be responsible for providing such disclosures.

#### **4. Discretionary Authority**

- 4.1 The IB represents and warrants that the provision of Discretionary Services by the IB to its customers will not violate any law, regulation, ordinance, charter, by-law, or rule applicable to the IB or to the jurisdiction in which the IB or its customer is resident.
- 4.2 The IB represents and warrants that it will not provide any Discretionary Services, nor will the IB permit any of the IB's employees or consultants to exercise any Discretionary Services over the customers' accounts, without first obtaining a signed power of attorney or trading authorization from the customer. Furthermore, the IB agrees that, in the absence of a valid power of attorney or acceptable trading authorization, every action taken on behalf of customers' accounts will be expressly authorized by the customers and that authorizations to place/modify/delete Orders or open/close positions will be electronically recorded prior to transmission to the Company.
- 4.3 Without limiting the IB's compliance with clause 4.1, before performing any Discretionary Services for a Prospective Customer or an Existing Customer, the IB shall disclose to the customer that:
- 4.3.1 The IB is not an Affiliate of the Company.
- 4.3.2 The Discretionary Services are provided by the IB, not by the Company.
- 4.3.3 The Company shall not be responsible for the profitability of, and shall not be liable for any losses, costs, expenses, or damages suffered by the customer arising from Discretionary Services, advice, information, or recommendations provided by the IB to the customer.
- 4.4 Margin Trading carries a high degree of risk to the customer's capital, and it is possible to lose more than the customer's initial investment.
- 4.5 The customer should not engage in Margin Trading and enter into a Discretionary Services agreement with the IB unless the customer understands all the risks and other significant aspects involved in dealing with such products and the true extent of the customer's exposure to the risk of loss.
- 4.6 Margin Trading may not be suitable for all investors; therefore, if the customer does not fully understand the risks involved, the customer should seek independent advice.
- 4.7 Past performance does not guarantee future results.

## 5. Compensation & Commission Terms

### 5.1 Accrual, Confirmation & Condition Precedent

- 5.1.1 **No Entitlement Before Confirmation.** Commission, rebates, and any other remuneration (collectively, “**Commission**”) **do not accrue and are not due** unless and until the Company issues an **official email or system confirmation** to the IB specifying the Commission for a stated period (“**Commission Confirmation**”). Prior to Commission Confirmation, the Company **will not load, recognize, accrue, or pay** any Commission.
- 5.1.2 **Post-Confirmation Reconciliation.** All Commission remains **conditional** on post-trade reconciliation, quality checks, AML/sanctions reviews, complaints screening, and regulatory clearance pursuant to Clauses 5.8–5.12.

### 5.2 Spread, Mark-Ups & Additional Charges (legacy rights retained)

- 5.2.1 **Wider Spread / Mark-Up.** When requested, the Company may quote a **wider spread** or apply an agreed **mark-up** for customers introduced by the IB, and will remit to the IB the **total or a portion** of such wider spread/mark-up as set out in **Schedule 1 (Commission Plan)** or an addendum notified to the IB.
- 5.2.2 **Additional Commissions.** When requested, the Company may charge **additional commissions** to customers introduced by the IB and pay such amounts to the IB in accordance with **Schedule 1**. The IB acknowledges that the Company, **in its sole discretion**, sets the **maximum commission** per transaction and may alter allowable commissions **at any time** by written/electronic notice.

### 5.3 Commission Plan & Company Discretion

- 5.3.1 **Plan Control.** The Commission structure, rates, eligibility, and attribution rules are defined in **Schedule 1**, which the Company may **amend, change, suspend, or terminate at any time with immediate effect** by written/electronic notice (including in-product/system notice).
- 5.3.2 **No Reliance / No Vested Rights.** Commissions are **discretionary, conditional, and non-vested** until paid after reconciliation; no historical payment creates any future entitlement, practice, or estoppel.

### 5.4 KPI-Contingent Entitlement (including verbal KPIs)

- 5.4.1 **Condition Precedent.** Commission entitlement is **expressly conditional** on the IB meeting KPIs/targets **communicated by the Company**, whether **in writing or verbally** (including via recorded calls, meeting minutes, or written summaries subsequently shared).
- 5.4.2 **KPI Shortfall.** Suppose KPIs are not met, partially met, or achieved via non-compliant means. In that case, the Company may **withhold, re-price, re-calculate, or fully deduct** Commission for the **preceding three (3) months**, and adjust, suspend, or terminate the IB’s Commission plan prospectively.

## 5.5 Anti-Abuse & Best-Interest Protections (legacy and expanded)

- 5.5.1 The Company may decline to pay Commission for completed transactions where the Company, acting reasonably, determines that:
- a) transactions were opened/closed primarily to **generate IB compensation** (including **churning** or circular trading);
  - b) the transactions are **not in the client's best interest**;
  - c) there is actual or suspected **market abuse**, manipulation, wash-trading, cross-account hedging, bonus/rebate abuse, misrepresentation, or a **regulatory breach**;
  - d) execution occurred **outside the Company's client agreement** or applicable policies; or
  - e) any other **fraud, abuse, or miscalculation** has occurred (see Clauses 5.10–5.11).

## 5.6 Payment Timing and Risk Hold

- 5.6.1 **Payment Window.** Subject to this Chapter 5—and following completion of reconciliation and any reviews/holds under Clauses 5.8–5.12—payments may be effected in real time. If real-time processing is not practicable, payment will be completed no later than the close of the same Business Day after month-end (or, if initiated after the daily cut-off, on the next Business Day).
- 5.6.2 **Company Discretion on Part-Payments.** The Company may, at its sole discretion, pay out **in whole or in part**, or continue to hold balances under Clauses 5.8–5.9.
- 5.6.3 **Risk Hold.** If the IB's account is flagged by the Risk Team, the Company may place a hold on up to an additional USD 10,000 of accrued commissions pending completion of its review.

## 5.7 Attribution, Eligibility & Real-Time Displays

- 5.7.1 **Attribution Finality.** The Company's CRM rules determine client attribution to the IB and are **final**.
- 5.7.2 **Dashboards Not Binding.** Any real-time or pre-confirmation displays of estimated earnings are **informational only** and **not** a Commission Confirmation or a promise to pay.

## 5.8 Holds, Reserves & Complaints

- 5.8.1 **Investigatory Holds.** The Company may **withhold** all or any portion of Commission for the duration of any **regulatory, legal, or internal investigation**, and for up to **one hundred eighty (180) days thereafter** to address chargebacks, fraud claims, AML reviews, or client remediation.
- 5.8.2 **Complaint Reserves.** Without limiting 5.6, the Company may create and maintain **per-client reserves** in amounts it deems appropriate (which may **exceed USD 10,000**), including in cases of **client complaints** related to IB's activities or losses (direct or indirect) allegedly arising from such activities. The reserve may extend to the **client's total net deposits** and/or **gross profits** generated by that client.



## 5.9 Withholding & Non-Payment Rights

5.9.1 The Company may withhold or decline payment of Commission where:

- a) **performance targets/KPIs** are not achieved;
- b) **manipulation/fraud/abuse** is suspected;
- c) **legal/regulatory** matters are pending;
- d) the IB is in **breach** of this Agreement or policies; or
- e) reconciliation identifies **errors or miscalculations**.

5.9.2 Any previous real-time practice of paying in “real time” is superseded; payment occurs **only after Commission Confirmation** and is subject to this Chapter 5.

## 5.10 Recalculation; Look-Back & Claw back

5.10.1 **Six-Month Review Window.** The Company may **retroactively review and re-calculate** (and, where applicable, **claw back**) Commissions for up to the **preceding six (6) months** where the Company suspects or determines **KPI achieving manipulation, IB commission system manipulation, abuse, fraud, breach, or miscalculation**.

5.10.2 **KPI Deduction Window.** Where the basis is **failure to meet KPIs**, the Company may **recalculate or fully deduct** Commissions generated in the **preceding three (3) months**.

5.10.3 **Repayment & Set-Off.** Any overpaid or clawed-back amount is **immediately due** upon notice and must be repaid within **five (5) Business Days**. The Company may **set off** against any amounts otherwise payable to the IB (including future Commissions) and may **debit any IB wallet/account** with the Company or its Affiliates.

## 5.11 Taxes

The IB is responsible for all **taxes** arising on the Commission. The Company may **withhold** any taxes required by law.

## 5.12 Method & Currency; Fees

Payments will be made in the **currency and method** designated by the Company from time to time. The Company may deduct **banking/processing fees** and reasonable administrative costs from payouts.

## 5.13 Changes to Allowable Commissions / Schedule 1

The Company may **alter, amend, or replace** the schedule of allowable commissions, spreads, mark-ups, products, and eligibility criteria **at any time** upon written/electronic notice, effective **immediately** (including by updating Schedule 1).

## 5.14 Survival

Clauses **5.4–5.10** (KPI contingency, holds/reserves, withholding, recalculation/clawback and set-off) **survive termination** or expiry of this Agreement.



## **6. Introduction of customers**

- 6.1 Each customer introduced to the Company by the IB must be eligible to become a customer of the Company and must open a trading account with the Company by:
- 6.1.1 Completing the Company's "Online Application Form", or
  - 6.1.2 Sending to the Company a completed, signed, and dated copy of the "Offline Application Form" to Open a Personal/Corporate Trading Account, and by providing:
    - a) documents proving the customer's identity and address in respect of a Personal Trading Account, or
    - b) requested company documentation, shareholders' details, and directors' proof of address and identification in respect of a Corporate Trading Account.
- 6.2 Where an introduced customer has communicated to the Company that it wishes to be unlinked from the IB (the "Unlinked Client"), the Company shall, from the date of such communication, cease paying the IB compensation. In respect of the Unlinked Client. Any existing (but unpaid) compensation in respect of the Unlinked Client shall be transferred to the IB, and the IB shall have no further rights in respect of the Unlinked Client.
- 6.3 The company reserves the right not to recognize any customer introduced by the IB if the customer did not register through the IB Referral link or did not send a confirmation email requesting to link their account to the IB.
- 6.4 The Company reserves the right to determine, in its sole discretion, whether a customer has been introduced by the IB if the customer's registration was not carried out in accordance with clause 6.3.
- 6.5 The Company reserves the right not to accept the customer as being introduced by the IB and not to pay to the IB the compensation for the Completed Transactions made by such customer, if:
- 6.5.1 The customer opens a trading account with the Company more than five Business Days before the customer is introduced to the Company by the IB, or
  - 6.5.2 The customer already has a trading account with the Company or any Affiliate more than five Business Days before the customer is introduced to the Company by the IB.
- 6.6 The Company has the right to reject any potential customer who does not meet the criteria detailed in the Company's internal compliance procedures, and the IB hereby agrees that all new account applications must be approved by the Company in writing before trading can commence.
- 6.7 All customers of the IB as of the date of this Agreement and introduced to the Company during this Agreement, remain clients of the Company upon termination or cessation of this

Agreement. The IB shall not interfere with the customer's right to maintain the customer's account with or transfer the customer's account to or from the Company.

## **7. Limitations of liability and indemnity**

- 7.1 The Company will not be liable for any loss or expense incurred by the IB in connection with, directly or indirectly, arising from the acts, omissions, or negligence of any third party.
- 7.2 The IB will indemnify the Company and keep the Company indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which the Company suffers or incurs as a direct or indirect result of any act or omission of the IB in connection with its relationship with the Company or any customer introduced by the IB to the Company or any failure by the IB to perform any of the IB's obligations under this Agreement or any breach of any provision of this Agreement including Introducing Broker Agreement.
- 7.3 Unless specifically provided in this Agreement, the Company shall in no circumstances be liable to the IB for any consequential direct or indirect losses, loss of profits, loss of opportunity, costs, expenses, penalties, or damages the IB may suffer in relation to this Agreement.
- 7.4 Subject to the terms of this Agreement, the IB agrees to indemnify and hold the Company and its Principals, shareholders, officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, costs, penalties (including those stemming from regulators) involving the IB's activities or its customers' accounts including account deficits, loss or losses and expenses (including legal fees) that the Company may sustain or become liable or answerable for or shall pay, as a result of any alleged act, practice, conduct or omission of the IB or its Principals, shareholders, officers, directors, employees, agents or representatives with respect to the customers introduced to the Company by the IB.

## **8. Written notice**

- 8.1 Any Written Notice under this Agreement may be made or given by any of the following means: email, facsimile transmission, post, or published on the CompanyNews Webpage.
- 8.2 All contact details provided by the IB, e.g., address, email address, or fax number as last notified, will be used as applicable.
- 8.3 Any such Written Notice will be deemed to have been served:
- 8.3.1 If sent by email, within one hour after emailing it, unless a "not sent" or "not received" notice is received from the email server;
- 8.3.2 If sent by fax, at the completion of transmission during business hours at its destination or, if not within business hours, at the opening of the next period of business hours, but subject to:

- a) Proof by the sender that the sender holds a printed transmission report confirming dispatch of the transmitted notice; and
- b) If the sender does not receive any telephone calls from the recipient within one hour from the above time, the fax has not been received in a legible form.

8.3.3 If sent by post, seven calendar days after posting it;

8.3.4 If posted on the Company News Webpage, within one hour after it has been posted.

8.4 For the purpose of clause 8, “business hours” mean between 9:00 a.m. and 6:00 p.m. UAE time on a Business Day.

## **9. Amendment and termination**

9.1 The IB acknowledges that the Company has the right to modify the terms of this Agreement, Addendum, and/or Appendix at any time, giving the IB ten Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice.

9.2 The IB may terminate this Agreement by written notice at any time. The Company may terminate the Terms by providing you with at least thirty (30) days' written notice of termination unless circumstances require us to provide a shorter notice period.

9.3 The Company may terminate this Agreement with immediate effect by giving Written Notice to the IB if:

9.3.1 The IB, or its Principals, directors, officers, and managers, are convicted of a crime or serious violation of law that bears on their honesty and integrity;

9.3.2 The Company determines, in its sole discretion, that the IB has committed acts that are inconsistent with (i) the provisions of the Company's Terms and Conditions (ii) the material provisions of this Agreement, or (iii) fair, just, and equitable principles of trade;

9.3.3 The IB does not comply (whether wholly or partly) with clause 3 of this Agreement; or

9.3.4 The IB does not meet the criteria set out in the Addendum and/or Appendix when applicable

9.4 Termination of this Agreement shall have the effect of terminating the compensation arrangement as set out in clause 6 of this Agreement and in the Addendum with immediate effect. Any such termination will not affect any existing legal rights or obligations under this Agreement that have arisen prior to termination.

### **9.5 Audit & Inspection Rights**

The Company reserves the right to request, review, and audit any records, data, or communication relating to the activities of the IB under this Agreement, in order to verify compliance. The IB must cooperate fully and provide access within five (5) Business Days upon request.

**9.6 Non-Circumvention**

The IB agrees not to circumvent the Company or engage in any activity designed to divert clients or business from the Company, either during or within two (2) years after termination of this Agreement. Breach of this clause shall entitle the Company to seek injunctive relief and claim damages

**9.7 Commission Forfeiture Upon Breach**

In the event of a breach of any material obligation or representation by the IB, the Company may withhold and/or cancel any unpaid commissions and demand repayment of commissions previously paid.

**9.8 Indemnification for Reputational Damage**

The IB shall indemnify and hold harmless the Company against any claims, damages, losses, or reputational harm arising from any statements, promotions, or actions by the IB that are misleading, unethical, or unlawful.

**10. Personal data and recording of telephone calls**

- 10.1 The Company may use, store, or otherwise process personal information provided by the IB.
- 10.2 If the IB is an individual, the Company is obliged to supply the IB, on request, with a copy of personal data which it holds about the IB (if any),
- 10.3 By entering into this Agreement, the IB will be consenting to the transmittal of the IB's personal data (and/ or have obtained consent from individuals working on the IB's behalf)
- 10.4 The IB agrees that the Company may pass information about the IB that the IB has provided to other companies in the Company's group and to external companies to help the Company to process and/or analyse it as a part of fulfilling the Company's obligations under this Agreement. If the IB does not wish the IB's personal data to be used for such purposes, the IB shall give the Company Written Notice.
- 10.5 Such personal data may also be used for marketing purposes, or to conduct market research for the Company or other companies in its group that may use the personal data to bring to the attention of the IB products and services that may be of interest to the IB. If the IB does not wish the IB's personal data to be held for such purposes, the IB shall give the Company Written Notice.
- 10.6 Telephone conversations between the IB and the Company may be recorded. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of the Company and will be accepted by the IB as conclusive evidence of the instructions or conversations so recorded. The IB agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

## **11. Consent to direct contact**

- 11.1 The IB expressly invites the Company, for the purpose of administering the terms of this Agreement or otherwise marketing financial services and products, from time to time, to make direct contact with the IB by telephone, fax, or otherwise.
- 11.2 The IB consents to such communications and acknowledges that such communication would not be considered by the IB as being a breach of any of the IB's rights under any relevant data protection and/or privacy regulations.

## **12. Confidentiality**

- 12.1 The information which the Parties hold about Prospective Customers or Existing Customers is confidential and will not be used for any purpose other than as described in this Agreement or the Operative Agreements. Information of a confidential nature will be treated as such, provided that such information is not already in the public domain. Information of a confidential nature will only be disclosed to any person other than an Affiliate of the Company in the following circumstances:
  - 12.1.1 where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over the Company or the IB (or any respective associate);
  - 12.1.2 to investigate or prevent fraud or other illegal activity;
  - 12.1.3 if it is in the public interest to disclose such information;
  - 12.1.4 at the customer's request or with the customer's consent; or
  - 12.1.5 as provided in the Operative Agreements.
- 12.2 Except as otherwise provided in this Agreement, or as the Company may otherwise consent to in writing, the IB will keep confidential and not disclose, or make any use of, except for the benefit of the Company, at any time, either during or subsequent to the termination of this Agreement, any Proprietary Information. The IB acknowledges and agrees that any Proprietary Information is given to the IB in confidence, solely to permit the IB to fulfil its obligations to the Company under this Agreement, and that such information derives actual or potential economic value by virtue of its confidentiality and nondisclosure to the public or other persons who could obtain economic value from their disclosure or use. The IB shall not, under any circumstances, deliver, reproduce, or allow any Proprietary Information, or any documentation relating thereto, to be delivered to, or used by, any person or entity whatsoever without prior written consent of a duly authorised representative of the Company.

### **13. Proprietary Property**

- 13.1 Subject to the terms and conditions of this Agreement, the Company hereby grants to the IB, for the duration of this Agreement, a non-exclusive and revocable license to use Proprietary Property.
- 13.2 Proprietary Property, regardless of the author, shall remain the sole property of the Company and shall be accounted for and returned by the IB to the Company on demand. It is expressly understood that the IB's license to the use or possession of Proprietary Property is to fulfil its obligations to the Company under this Agreement and that the IB has no other right or proprietary interest in the Proprietary Property other than the license provided in this clause.
- 13.3 In the event of the termination of this Agreement for any reason, the IB will promptly surrender and deliver to the Company, Proprietary Property, including but not limited to all materials, equipment, documents, and data pertaining to its relationship with, or to any Proprietary Information of, the Company, including all copies thereof.
- 13.4 The IB agrees to indemnify the Company and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Company, or for which the Company may become liable, with respect to any Proprietary Property infringement claim or other claim relating to the provision of services supplied by the IB to the Company during the course of this Agreement.

### **14. Force Majeure**

- 14.1 The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will, in due course, take reasonable steps to inform the IB. A Force Majeure Event includes without limitation any act, event or occurrence (including, without limitation, Market Disruption, acts or restraints of government(s) or public authorities, war, derelict weapons of war, nuclear, radioactive, biological, chemical, biochemical or electromagnetic weapons or contamination, revolution, strikes, lock- outs or other forms of industrial action, fire, flood, natural disaster, explosion, unavoidable accidents, terrorist action, failure of a utility service or transport network, the suspension or limitation of trading by any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications, settlement or other equipment or systems.
- 14.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) the Company may, without prior Written Notice and at any time, take or omit to take all such actions as the Company deems to be reasonably appropriate in these circumstances.



## **15. Miscellaneous**

- 15.1 If a situation arises that is not covered under this Agreement, the Company will resolve the matter based on good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 15.2 No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of or impair or preclude any exercise or further exercise of that or any other right, power or remedy arising under this Agreement or at law.
- 15.3 Any liability of the IB to the Company under this Agreement may in whole or in part be released, compounded, compromised, or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised, or postponed. A waiver by the Company of a breach of any of the terms of this Agreement or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of this Agreement or a default under these terms will not prevent the Company from subsequently requiring compliance with the waived obligation.
- 15.4 The rights and remedies provided to the Company under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 15.5 The Company may assign the benefit and burden of this Agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of this Agreement. Such assignment shall come into effect ten Business Days following the day the IB is deemed to have received notice of the assignment in accordance with this Agreement.
- 15.6 If any term of this Agreement (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason, then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.
- 15.7 The IB may not assign, charge, or otherwise transfer or purport to assign, charge, or otherwise transfer the IB's rights or obligations under this Agreement without the prior written consent of the Company, and any purported assignment, charge, or transfer in violation of this term shall be void.
- 15.8 The IB shall inform the Company of any other business activities entered into by the IB during the term of this Agreement and shall provide the Company with information, as requested, regarding such activity.
- 15.9 This Agreement and any Addendums and Appendices referred to in it constitute the entire agreement between the Parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between the Parties or either of them.



15.10 IB agrees to inform the Company about all the facts and circumstances it becomes aware of that may result in undesired consequences (risks) for the Company.

## **16. No partnership or agency**

16.1 Nothing in this Agreement creates a partnership or establishes a relationship of principal and agent or any other fiduciary relationship between the Parties. IB will not represent itself as an agent of the Company, and IB will have no authority or power to bind the Company or to contract in the name of or create a liability against the Company.

## **17. Governing law and jurisdiction**

17.1 This Agreement shall be construed and the relations between the parties determined in accordance with the laws of Seychelles. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, or any action taken hereunder, shall be referred to the competent courts of Seychelles, which shall have sole and exclusive jurisdiction.

17.2 With respect to any proceedings, the IB irrevocably:

17.2.1 agrees that the courts have exclusive jurisdiction to determine any proceedings,

17.2.2 submits to the jurisdiction of the Seychelles courts,

17.2.3 waives any objection which the IB may have at any time to the bringing of any proceedings in any such court, and

17.2.4 agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over IB.

17.3 Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.

## **18. Interpretation of Terms**

18.1 In this Agreement:

- “Active Client” shall mean a customer introduced by the IB in accordance with clause 6 of this Agreement who has made a minimum of two Completed Transactions during thereporting month.
- “Affiliate” shall mean, in relation to the Company, any entity controlled directly or indirectly by the Company, any entity that controls directly or indirectly the Company, or any entity directly or indirectly under common control with the Company. For this purpose, “control” means ownership of a majority of the voting power of the Company or entity.
- “Application to open a personal/corporate Margin Trading account form” shall mean the “Application to open a personal/corporate Margin Trading account” form completed by the

customer when opening a trading account with the Company and accessed through the Website.

- “Ask” shall mean the higher price in the Quote, being the price at which the customer may buy.
- “Balance” shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the trading account.
- “Base Currency” shall mean the first currency in the Currency Pair against which the customer buys or sells the Quote Currency.
- “Bid” shall mean the lower price in the Quote, being the price at which the customer may sell.
- “Completed Transaction” shall mean two counter deals of the same size (opening a position and closing a position): buy and then sell, and vice versa.
- “Contract for Differences” (“CFD”) shall mean a contract, which is a contract for differences by reference to fluctuations in the price of the underlying asset (shares, futures, metals, indices etc.).
- “Contract Specifications” shall mean principal trading terms (Spread, Initial Margin etc.) for each Instrument.
- “Currency Pair” shall mean the object of a Transaction based on the change in the value of one currency against the other.
- “Discretionary Services” shall mean opening/closing positions and/or placing/modifying/deleting Orders on behalf of a customer on a discretionary basis and any and all other actions that may be undertaken by a customer under the Operative Agreements that the IB carries out on the customer’s behalf.
- “Effective Date” shall be the date upon which the Parties enter into this Agreement.
- “Existing Customer” shall mean:
  - a) a customer who already had a trading account with the Company at the moment when the IB solicited the customer for the first time, or
  - b) A prospective customer who has been introduced by the IB and has opened a trading account with the Company.
- “Force Majeure Event” shall have the meaning as set out in clause 14. “FSA” shall mean the Financial Services Authority.
- “Initial Margin” shall mean the margin required by the Company to open a position. The details for each Instrument are in the Contract Specifications.

- “Intellectual Property Rights” shall mean patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, website content, rights 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 to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- “Instrument” shall mean any Currency Pair or Contract for Differences.
- “Long Position” shall mean a buy position that appreciates in value if market prices increase. In respect of Currency Pairs: buying the Base Currency against the Quote Currency.
- “Margin Trading” shall mean such trading when the customer may make Transactions having far less funds on the trading account in comparison with the transaction size.
- “Necessary Margin” shall mean the margin required by the Company to maintain Open Positions. The details for each Instrument are specified in the Contract Specifications.
- “Open Position” shall mean a Long Position or a Short Position which is not a Completed Transaction.
- “Operative Agreements” shall mean the agreements entered into by the customer and the Company that govern all trading activity of the customer. Operative Agreements consist of the client agreement, including in each case any addendums thereto and the risk disclosure notice, accessible through the Website as the same may be amended from time to time.
- “Order” shall mean an instruction from the customer to the Company to open or close a position when the price reaches the Order Level.
- “Order Level” shall mean the price indicated in the Order.
- “Quote” shall mean the information of the current price for a specific Instrument, in the form of the Bid and Ask prices.
- “Quote Currency” shall mean the second currency in the Currency Pair which can be bought or sold by the customer for the Base Currency.
- “Pip” shall mean the numerical value of the last, or right-most, digit of a Quote.
- “Principal” shall mean an individual who is:
  - a) a sole proprietor of a sole proprietorship;
  - b) a general partner of a partnership;
  - c) a director, president, chief executive officer, chief operating officer, or chief financial officer of a corporation, limited liability company, or limited partnership;

- d) a manager, managing member or a member vested with the management authority for a limited liability company or limited liability partnership.
- “Promotional Material” shall mean any communication that relates to the Company or its services made to or directed at, or that relates in any way to the solicitation of a Prospective Customer or a transaction in an Existing Customer’s trading account. Promotional Material includes, but is not limited to, published written texts, training materials, advertisements, market analysis, research reports, correspondence to Existing Customers or Prospective Customers, newsletters, and generally anything written that assists in the solicitation process.
  - “Proprietary Information” shall mean information, including, but not limited to, trade secrets, formulae, methods techniques, confidential information, computations, knowledge, data or other information of either Party relating to software products, trading platform, trade routing systems, counterparties, processes, know- how, marketing, merchandising, selling ideas, selling concepts or other confidential information, forecasts, marketing plans, strategies, pricing strategies, computer programs, copyrightable materials, finances or other subject matter pertaining to any of the Parties’ business, or any of its clients, customers, consultants, suppliers or affiliates, which either Party may produce, use, view or otherwise acquire during the relationship created by this Agreement.
  - “Proprietary Property” shall mean any property, including, but not limited to, Intellectual Property Rights, records, forms, trade literature, newsletters, market reports, articles, computer software and any reproduced copies or negatives thereof, and any Proprietary Information or such other information reflected or contained therein, provided and furnished by the Company or otherwise obtained by the IB during the relationship created by this Agreement.
  - “Prospective Customer” shall mean an individual or an entity that does not have an account with the Company.
  - “Short Position” shall mean a sell position that appreciates in value if market prices fall in respect of Currency Pairs: selling the Base Currency against the Quote Currency.
  - “Spread” shall mean the difference between Bid and Ask.
  - “Transaction” shall mean any contract or transaction entered into or executed by the customer or on behalf of the customer arising under the Operative Agreements.
  - “Website” shall mean the Company’s website at <http://www.dbinvesting.com> or such other website as the Company may maintain from time to time for access by customers.
  - “Written Notice” shall have the meaning set out in clause 8.

18.2 All references to a statutory provision include references to:

- 18.2.1 any statutory modification, consolidation or re-enactment of it, whether before or after the date of this Agreement, for the time being in force;
- 18.2.2 all statutory instruments or orders made pursuant to it; and
- 18.2.3 any statutory provision of which that statutory provision is a re-enactment or modification.
- 18.2.4 Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies, and all other legal entities and vice versa.
- 18.3 Unless otherwise stated, a reference to a clause, party, or schedule is a reference to, respectively, a clause in or a party or schedule to this Agreement.
- 18.4 The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.

This Agreement is considered fully accepted by the IB upon:

- a. the IB's digital acceptance through the Company CRM;
- b. delivery by email of a PDF copy of this Agreement to the IB and not rejected; or
- c. delivery by email of a hyperlink to these Terms & Conditions and not rejected.

**ACCEPTED AND AGREED:** Introducing Broker (the "IB")

IB Client ID: \_\_\_\_\_

Legal Name (Entity/Individual): \_\_\_\_\_

Authorized Signatory Name & Surname: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_