



Introducing Broker Agreement

This Agreement is made on _____ by and between:

ECM Trader

and

the Introducing Broker (hereby known as "IB")

_____/_____
(the "IB") National ID / Company no.

Address

Contact No.

Email

Detailed below are the Terms and Conditions for participating as an IB in ECM Trader (the "**Company**") IB program.

In case this Agreement has been submitted by the IB, as defined below, to the Company, by electronic means through the Company's internet website (the "**Website**"), then by signing this service agreement, the IB agrees to all the Terms and Conditions set forth in this Agreement.

Whereas the Company is operating a foreign exchange ("Forex" or "FX") electronic trading platform, including internet (the "**Company's Services**");

And Whereas, The IB, which is The Entity that applied for participating in the Company's program (the "Program"), agreed to all these Terms and Condition and has been approved by the Company, in a separate written notice, as a participant in the Program. Such written approval of the Company of the IB is a condition for this Agreement to become binding.

1. Undertaking by the IB

1.1 The IB will use its best efforts and shall devote reasonable amounts of its time, personnel and resources to promote and market the Website and the Company's Services, on the Internet and offline, for the purpose of referring potential Clients to the Company's Website. It is hereby clarified that the Company will have full and absolute discretion in regard to the acceptance of any client of the Company and/or its contractual arrangements with the Company. The Company shall have the right to refuse to accept any client and/or deny service to any client and/or change or terminate its relations with any client, all at the Company's sole discretion

1.2 The IB undertakes to observe all applicable laws, statutes, regulations, directions and codes. It is agreed that the Company may not have the necessary legal tools to estimate the legitimacy of the operation on the IB, in each jurisdiction the IB may operate; therefore the IB shall be solely responsible for the compliance of his operation with any applicable law.

1.3 The IB shall inform the Company immediately of any claim or complaint that may reasonably lead to a claim, demand or liability against the company, its officers or any of the Company related entities known to the IB.

1.4 The IB shall not give any give any presentation or warranty in the name of the Company and not obligate the Company in any way, without the prior approval of the Company.

1.5 All Creative and/or marketing and/or promotional materials used by the IB, in relation to the Company, must be approved by the Company, by a written prior consent.

1.6 E-mail marketing or promotion with respect to the Company, shall be executed by the IB with accordance to the applicable law and the commercial customary way, including any restriction regarding the use of "spamming", and the use of "unsubscribe" options.

1.7 The IB shall not engage in any fax, broadcast or telemarketing and any other offline marketing methods with respect to The company and/or The company's Related Entities; shall not use Malware and/or Spyware techniques or use any other aggressive advertising or marketing methods in any of its dealings relating to The company and/or the Company's Related Entities ; shall not make any false, misleading or disparaging representations or statements with respect to The company and/or the Company's Related Entities; shall not Engage in any other practices which may affect adversely the credibility or reputation of the Company and/or The company's Related Entities, including but not limited to, using any Website in any manner, or having any content on any Website, that promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities or violates any intellectual property or other proprietary rights of any third party.



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1.8 Advice

1.8.1 The Company does not advise its clients about any trading action or non-action, and any tax consequences. The Company may provide or publish general market information, advice or recommendations. By doing so, the Company give no representation, warranty or guarantee as to their accuracy or completeness or as to the trading and/or tax consequences of any trade. Also, the provision of such information is incidental to the Client's relationship with the Company and provided solely to enable the Client to make independent decisions;

1.8.2 In the event that the IB provides such information to a Client, the IB shall have full responsibility towards the Client and the Company shall not be responsible towards the Client in any way, including, without limiting, for the profitability of such information, losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information.

1.9 The IB shall act in loyal and faithful manner toward the Company and avoid any conflict of interest towards the Company.

2. Company's Logo and Creative

2.1 The IB may display the Company's logo, trademarks and any other creative provided by the Company (all shall be referred to as the "Creative"), on the IB Websites, solely for the purpose of marketing and promoting the Company and the Company services during the term of these Terms and Conditions, or until such otherwise instructed by the Company. It is clarified that the IB shall have no right in any of the Creative provided by the Company.

2.2 During the term of this Agreement and following the termination of this Agreement, the IB shall always maintain the reputation and good-name of the Company.

3. Consideration

The IB shall be entitled to receive Consideration as set forth in Schedule 1 attached hereto.

4. Termination

4.1 Term - These Terms and Conditions shall be to in effect from the Date the Company has approved the IB by a written notice as described above.

4.2 Termination - The Company may terminate these Terms and Conditions at any time, with or without cause, effective immediately upon written notice to IB. The IB may terminate these Terms and Conditions at any time, with or without cause, with a 30 days prior written notice to the Company.

4.3 Consequences of Termination.

Upon expiration or termination of these Terms and Conditions:

4.3.1 The IB shall immediately cease displaying the Creative on any Website or otherwise.

4.3.2 All rights granted to the IB hereunder will immediately cease, Except for the IB right to compensation on a "Revenue-Sharing" basis (as described in Schedule 1), as may become due to the IB pursuant to terms and conditions of these Terms and Conditions, during the three (3) month period immediately following the effective date of termination of these Terms and Conditions. Despite the aforementioned, In the Event that these Terms and Conditions was terminated due to breach of these Terms and Conditions by the IB or due to failure of the IB to perform according to the Company's commercially reasonable instruction with regard to the execution of the IB obligation described in these Terms and Conditions, then the IB shall have no right for any consideration.

4.3.3 The IB shall immediately return to the Company all property of Company in its possession or control (including all Creative and all Confidential Information).

5. Proprietary Rights

All software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, Creative, websites, and any additional intellectual or other property used by or on behalf of the Company or otherwise related to the Company, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, "Company Property") shall be and remain the sole and exclusive property of the Company. Parties explicitly agree that clients and potential clients contact details and any other information shall consist as the Company's Property.

6. Confidential Information

6.1 Confidential Information Shall include, but shall not be limited to, any and all information associated with the other Party's business and not publicly known, including, the contents of these Terms and Conditions, specific trading information, technical processes and formulas, source codes, , product designs, sales, costs, and other unpublished financial information, business plans and marketing data, is confidential and proprietary information, whether or not marked as confidential or proprietary. Parties agree that no Entity shall be entitled to use the database of Clients for purposes not related to these Terms and Conditions.

6.2 Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations hereunder. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication,



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disclosure or use of any such Confidential Information, other than by or to its employees, agents and subcontractors on a need to know; as required by any law, regulation, or order of any court of proper jurisdiction over the Parties.

6.3 Confidential Information shall not include any information which is: (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information; (ii) is independently developed by the non-disclosing Party without breaching any provisions of these Terms and Conditions; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of these Terms and Conditions.

6.4 The IB shall keep secret, at all times, all customer lists, Leads, potential and/or prospective customer lists, names, addresses and other information regarding customers, leads and prospective customers of the Company. during the Term of this Agreement, and after the termination of this Agreement, the IB shall not, directly or indirectly, disclose the Clients and Potential Clients details to any third Party, and shall not, directly or indirectly, solicit Clients to terminate their business relationship with the Company.

7. DISCLAIMER OF WARRANTY

THE COMPANY MAKES NO WARRANTIES HEREUNDER, AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE COMPANIES SERVICES. WITHOUT LIMITING THE FOREGOING, THE COMPANY FURTHER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED THAT THE COMPANY'S TRADING PLATFORMS DO NOT INFRINGE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY IN ANY JURISDICTION. THE IB UNDERSTANDS AND AGREES THAT THE PLATFORMS MAY NOT SATISFY ALL OF THE LEADS' REQUIREMENTS AND MAY NOT BE UNINTERRUPTED OR ERROR-FREE. THE IB UNDERSTANDS AND AGREES THAT THE COMPANY'S SERVICES ARE BASED ON INTERNET AND COMMUNICATION NETWORKS AND RELIES PARTLY ON THIRD PARTIES SERVICES, WHICH ARE NOT UNDER THE CONTROL OF THE COMPANY, THERE THE COMPANY'S SERVICES MAY NOT BE FREE OF MALFUNCTIONS AND THE COMPANY SHALL NOT BE LIABLE IN ANY WAY IN SUCH EVENTS.

8. LIMITATION OF LIABILITY

THE COMPANY SHALL HAVE NO LIABILITY WITH RESPECT TO THE SERVICES PROVIDED BY THE COMPANY AND THE TRADING PLATFORMS OR ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS OR OTHERWISE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE COMPANY LIABILITY TO THE IB UNDER FOR ANY REASON WILL BE LIMITED TO THE AMOUNTS PAID TO IB BY THE COMPANY DURING THE THREE (3) MONTH

PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT; BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

9. Indemnification

The IB agrees to indemnify, defend and hold harmless the Company, it's directors, officers, employees, subcontractors and agents thereof (collectively, the "Indemnified Party"), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon or arises out of IB's breach of any representation, warranty, obligation or covenant under these terms and conditions; or IB's negligence or willful misconduct; or any warranty, condition, representation, indemnity or guarantee relating to the Company granted by the IB to any third party.

10. General

10.1 Force Majeure - If the performance of any part of these Terms and Conditions by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated hereunder and/or the failure or refusal of a government agency to issue a license required for any performance pursuant to these Terms and Conditions), labor disputes, act of God or any cause beyond the reasonable control of that Party, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.

10.2 Independent Contractors - The Parties to these Terms and Conditions are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. These Terms and Conditions shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

10.3 Notice - Any notice, approval, request, authorization, direction or other communication under these Terms and Conditions shall be given in writing and shall be deemed to have been delivered and given for all purposes on the delivery date if delivered personally or by e-mail to the Party to which the same is directed; after two (2) business days after deposit with an internationally recognized commercial overnight courier service,



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with written verification of receipt; or after five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the respective addresses of the Parties as set forth on the Registration Page.

10.4 No Waiver - The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of these Terms and Conditions or to exercise any right under these Terms and Conditions shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.

10.5 Entire Agreement - These Terms and Conditions, including all Exhibits hereto, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein. No amendment or modification of any provision of these Terms and Conditions shall be valid unless set forth in a written instrument signed by both Parties.

10.6 Assignment - The IB shall have no right to assign or otherwise transfer these Terms and Conditions, or any of its rights or obligations hereunder, to any third party without The Company's prior written consent, to be given or withheld in the Company's sole discretion.

10.7 Applicable Laws and Jurisdictions - These Terms and Conditions shall be governed, construed and enforced by laws. Each Party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to these Terms and Conditions may be brought and prosecuted only in a court of law, and by execution of these Terms and Conditions each Party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum. Despite the aforementioned, The Company shall hold the ability to bring legal proceedings against the IB in the IB's place of residence, immediately and without prior arbitration, in relation to any funds owed by the IB to the Company or any other breach of these Terms and Conditions. In such case, the governing law can be, according to the company's decision, the applicable law at the IB's place of residence.

10.8 Survival - Sections 3 through 10 shall survive the termination or expiration of these Terms and Conditions, as applicable.

10.9 The decision from ECM Trader is final.

Schedule 1

Compensation plan:

Tier 1 : Direct referrals : 1 pip
Tier 2 : Sub referrals : 0.2 pip
Tier 3 : Sub referrals : 0.2 pip
Tier 4: Sub referrals : 0.1 pip

Definitions

"IB Client" - A client of the company who was introduced to the Company by the IB and was not previously listed with the Company in any way, as a client, lead, etc.

"Round Turn" – opening and closing of a trade.

"Clearance Costs" means all fees paid by Company to 3rd party companies for credit card clearance, money transfers, e-wallet, and any other payment methods including (but not limited to) deposit fees and chargeback fees.

"Incentives Costs" means all bonuses and compensations paid by Company to the IB clients as part of the sales process.

"Fraud Costs" means all costs caused to Company due to fraud attempts made by IB clients.

All payments are subject to risk analysis considerations and Anti-Money Laundering procedures. The Company reserves the right to demand and receive information about any Lead and to assess the competency of such Lead for payments. The Company reserves the right to modify the Fee structure and/or the payment terms at any time upon reasonable advance notice to IB.