



FxPro Group Limited

# Introducer Agreement

## 1. PARTIES TO THIS AGREEMENT

- 1.1 This Introducer Agreement (the '**Agreement**') is made by and between:
- a. FxPro Group Limited ('**FxPro**' or the '**Company**'), which is incorporated in Guernsey (company reg. number 50937) and has a registered office at Regency Court, Glatigny Esplanade, St. Peter Port, GY1 3AP, Guernsey.
  - b. The natural or legal person accepting the terms this Agreement (the '**Introducer**').
- 1.2 Collectively referred to as the '**Parties**' and individually as the '**Party**'.

## 2. SCOPE OF THE AGREEMENT

- 2.1 The Introducer agrees to serve as a point of referral for the purposes of introducing and referring prospective Clients to FxPro's Subsidiaries, for the purposes of engaging in Contracts for Difference ('**CFDs**') in accordance with the terms and subject to the conditions of the Agreement. The Introducer agrees to refer Clients only to the FxPro Subsidiaries in Appendix B.
- 2.2 Therefore, FxPro appoints the Introducer and the Introducer accepts such appointment, on the terms of the Agreement.
- 2.3 The Agreement forms the basis of the relationship between the Introducer and FxPro with regards to the subject matter of the Agreement and is effective as of the Effective Date, unless and until terminated in accordance with the terms set below and/or in the 'Client Agreement'.
- 2.4 For your benefit and protection, you should take sufficient time to read the Agreement as well as any other additional documentation and information available to you via our Website prior to opening an account and/or carrying out any activity with us. You should contact us for any further clarification, or seek independent professional advice (if necessary).
- 2.5 Any translation of the Agreement in a language other than English, is provided to the Introducer for information purposes only, and in the event of conflict, the English version shall prevail.
- 2.6 Notwithstanding any other provision contained herein and/or in the 'Client Agreement', FxPro reserves the right to amend, from time to time, for any or no reason all or part of the Agreement. The amendments will become effective on the date specified in the notice and will be deemed as accepted if and when the Introducer and/or the Client places any order with FxPro and or maintains any open position after the date on which the amendment becomes effective. If the Introducer does not wish to accept any amendment(s) made by FxPro, then the Client and/or the Introducer may terminate the relationship with FxPro. Any specific

amendment requested by the Introducer shall not be effective unless accepted by FxPro in writing.

**IT IS HEREBY AGREED AS FOLLOWS:**

**3. INTERPRETATION OF TERMS**

- 3.1 Unless indicated to the contrary, the defined terms included in the Agreement shall have a specific meaning and may be used in the singular or in the plural, as appropriate.
- a. **'Client'** has the meaning given in the respective 'Client Agreement', from time to time.
  - b. **'Evaluation Period'** means the period of time during which the Company will have the possibility to monitor, check and evaluate the performance of the Introducer in order to conclude whether the Introducer satisfies the conditions set out in this Introducer Agreement. The Evaluation period shall be for a period of three (3) calendar months, unless extended or reduced by FxPro, in its sole discretion.
  - c. **'Client Agreement'** means the Client Agreement of any and/or all Subsidiaries, as amended or renamed from time to time and any other document incorporated therein. The contents of the Client Agreement shall be deemed as incorporated in the Agreement, to the extent applicable.
- 3.2 A person includes a natural person, corporate or unincorporated body including that person's personal representatives and successors.
- 3.3 **'Subsidiaries'** means any and/or all of FxPro UK Limited incorporated in England and Wales - authorised and regulated by the Financial Conduct Authority ('FCA'), licence no. 509956, FxPro Financial Services Ltd incorporated in the Republic of Cyprus - authorised and regulated by the Cyprus Securities and Exchange Commission ('CySEC'), licence no. 078/07, FxPro Global Markets Ltd incorporated in the Republic of The Bahamas - authorised and regulated by the Securities Commission of the Bahamas ('SCB'), licence no. SIA-F184 and Prime Ash Capital Limited (trading as FxPro) incorporated in Mauritius – FxPro is operating in Mauritius via Prime Ash Capital Limited, authorised and regulated as an Investment Dealer by The Financial Services Commission (Licence no: GB21026568) - FxPro Global Markets LLC, registered in Costa Rica under registration number 4062001308330.
- 3.4 Any words that have not been defined herein shall have the meaning given to them in the Client Agreement.
- 3.5 Headings and appendices have been incorporated for ease of reference only and shall not affect the interpretation of the Agreement. All Appendices shall form an integral part of this Agreement.

#### **4. MUTUAL OBLIGATIONS**

- 4.1 Both Parties warrant that they have full capacity, power and authority to enter into the Agreement and to fulfil their respective obligations.
- 4.2 Both Parties warrant to each other that, to the best of their knowledge, there is no pending legal action against them which may render the Agreement invalid or unenforceable.

#### **5. INTRODUCER'S WARRANTIES**

- 5.1 To the extent that the Introducer is a regulated person, the Introducer warrants that it holds all the valid licence certificates and is fully and legally authorised to provide all or any of the services contemplated in the Agreement. In the event that the Introducer, for any reason and at any time, ceases to possess the requisite licences in order to carry out the activities under the Agreement, then the Introducer shall immediately inform FxPro, in writing of such change. FxPro reserves the right to make enquiries in order to confirm that the relevant licences and authorisations are valid.
- 5.2 The Introducer warrants that the latter has not provided FxPro with any false, inaccurate or misleading information, prior to or at the time of entering into the Agreement. The Introducer further warrants that they will not, at any time, provide FxPro with any such false or inaccurate information.
- 5.3 The Introducer undertakes not to cause or permit actions to be done, which might endanger or damage any intellectual property rights of FxPro. The Introducer undertakes to notify FxPro, in writing, if it suspects any infringement of such rights. If such rights are violated, the Introducer shall be fully liable for any loss suffered by FxPro, irrespective of whether such infringement is directly or indirectly connected with the Agreement.
- 5.4 The Introducer warrants that, at the date of signing the Agreement, to the best of his/her knowledge, no conflict of interest exists, or is likely to arise, in the performance of the Agreement. The Introducer shall inform FxPro immediately, in writing, upon becoming aware of any such conflict, either actual or potential, which may affect the ability of the Introducer to perform its obligation under the Agreement.
- 5.5 The Introducer warrants to show utmost good faith towards FxPro and in all dealings for or on behalf of FxPro and not to act in bad faith towards, nor in any way to harm, FxPro and/or any Clients or their interests, in any way.

- 5.6 The Introducer hereby represents, warrants and covenants that the Introducer, shall at all times, act in a manner, which promotes the best interests of the Clients and shows utmost good faith towards the Clients.
- 5.7 The Introducer further warrants, that irrespective of the method of remuneration agreed to between the Parties, the Introducer shall, under no circumstances, act in a way, which is detrimental to the best interests of the Clients and/or place his interests above and/or in conflict with the best interests of the Clients.

The above restriction includes, but is not limited, to the provision of wrong and/or inadequate and/or misleading information and/or recommendation provided to the Client by the Introducer, either made negligently and/or innocently. Notwithstanding anything else provided in the Agreement, the Introducer agrees to hold FxPro harmless, to the fullest extent permitted by applicable legislation, for any loss and/or damage, resulting from such unauthorised conduct.

Any breach of this provision shall result to the immediate termination of the Agreement, without prejudice to any other right and/or remedy available to FxPro.

- 5.8 The Introducer warrants to exercise all necessary endeavours, with utmost good faith, in order to promote the services and products of FxPro to Clients, in a clear, fair and not in a misleading manner.
- 5.9 The Introducer warrants not to provide investment advice and/or investment recommendation and the Introducer agrees, merely, to act as a point of referral between the Clients and FxPro. The Introducer agrees to fully indemnify FxPro for any loss, irrespective of the manner caused, arising from any such unauthorised conduct.
- 5.10 The Introducer acknowledges that FxPro may constantly monitor the activities of the Introducer in light of the information provided by the latter. In the event that FxPro, in its sole discretion believes, that any information provided by the Introducer is inaccurate and/or false, FxPro shall have the right to immediately terminate the Agreement. This clause 5.10 shall not limit any other rights or remedies available to FxPro by virtue of the Agreement or any other document as described herein.
- 5.11 The Introducer hereby warrants and covenants to hold FxPro and/or its affiliates and/or employees and/or directors harmless of any liability arising out of or in connection with the activities of the Introducer.
- 5.12 The Introducer agrees to abide by high ethical standards with regards to all dealings with Clients. The Introducer warrants that they will not engage in any unethical behaviour, with regards to any Clients.

- 5.13 The Introducer warrants that during the term of the Agreement and for a period of two (2) years following the termination hereof, the Introducer will not directly and/or indirectly solicit or entice away any employee and/or Clients of FxPro.

## 6. INTRODUCER'S OBLIGATIONS

- 6.1 The Introducer shall regularly check the Company's website in order to be informed of any changes and/or updates.
- 6.2 The Introducer shall provide FxPro, whenever requested, with any information required with regards to any matter. The Introducer acknowledges and accepts that the withdrawal of any rebates paid in the relevant wallet shall only become effective upon verification of the Introducer's profile, at the Company's absolute discretion.
- 6.3 The Introducer shall have no authority, and shall not hold themselves out, or permit any person to hold themselves out, as being authorised to bind FxPro in any way, and shall not do any act which might reasonably create the impression that the Introducer is so authorised. The Introducer shall not make or enter into any contracts or commitments or incur any liability for or on behalf of FxPro and shall not negotiate any terms for the provision of services with Clients. In the event that the Introducer acts in such unauthorised manner, then, notwithstanding any other right available to FxPro, FxPro may immediately terminate the Agreement.
- 6.4 The Introducer must disclose to each prospective Client that it is acting as an introducer of FxPro and it has no authority or ability to negotiate or vary the services and/or the terms of the respective Client Agreement and/or otherwise.
- 6.5 The Introducer shall, prior to the signing of the Agreement, disclose to FxPro any previous sanctions imposed in the last five (5) years by any regulatory or legal body and will promptly advise FxPro of any regulatory or legal investigation carried out against him, during the term of the Agreement.
- 6.6 The Introducer acknowledges that FxPro is not obliged to provide premises, data systems, record keeping and/or other similar services.
- 6.7 The Introducer shall observe and comply with any policies, requests, directions and instructions of FxPro as well as obey and comply with FxPro's procedures which are, *inter alia*, required by statutory and/or other regulatory framework.
- 6.8 The Introducer shall not make, receive or accept any secret profit, income, other benefit or inducement by virtue of, or in connection with his relationship with FxPro.
- 6.9 The Introducer shall pass on to FxPro any information, thing or benefit, which the Introducer receives by virtue of the Agreement and/or on behalf of FxPro.

- 6.10 The Introducer acknowledges that FxPro shall undertake compliance checks on the prospective Clients and the Company will have the right to reject and/or subsequently terminate any Client, who is or may be in breach of any of FxPro's compliance or other policies and procedures.
- 6.11 The Introducer must introduce at least three (3) unique Clients to FxPro, who have trading activity by the close of the third (3rd) month from the time of the signing of the Agreement in order to be able to receive the Fee (as defined herein). Fees less than US\$100 are accumulated and paid once these exceed US\$100 (or currency equivalent). In the event the Introducer does not fulfill his obligations under this clause, FxPro, without prejudice to any other right or remedy, reserves the right to terminate the Agreement immediately and/or refuse to make any payment to the Introducer (including any accumulated amounts), irrespective of the volume traded.
- 6.12 Notwithstanding the provisions of the clause above, the Introducer shall, for the entire duration of the Agreement, generate a minimum volume of Fifty Million United States Dollars (USD 50,000,000) or currency equivalent per calendar month, after the lapse of the Evaluation Period. In the event that the Introducer fails to meet this requirement, FxPro shall have the right to either terminate the Agreement immediately or take any other action that FxPro believes is appropriate in the circumstances. The above shall be without prejudice to all other rights and remedies available to FxPro.
- 6.13 The Introducer and/or any person related to the Introducer and/or the latter's activities, affirms, that they will execute all their duties and responsibilities in accordance with the highest industry standards and comply in all respects with applicable legislation and/or any other local law.
- 6.14 The Introducer accepts and agrees to participate in the Evaluation Period, during which the Company will monitor, check and evaluate the performance of the Introducer, in order to conclude whether the latter satisfies the conditions and fulfils any criteria set out in the Agreement. The Introducer agrees and accepts that the Company will decide upon his/her capacity to be qualified as an Introducer. The Company is able to end the Evaluation Period at any time, for any or no reason, without prejudice to any of the rights and/or remedies available to FxPro such as monitor, check and evaluate the performance of the Introducer throughout the relationship.

## **7. INTRODUCERS MARKETING OBLIGATIONS**

- 7.1 The Introducer shall not produce any marketing material or promote any of the FxPro products or services, or use the name, logo or trade mark(s) of any marketing material of FxPro, except as expressly provided by in the Agreement and except as expressly permitted by FxPro in writing. In the event that the Introducer uses intellectual property belonging to FxPro, then the Introducer shall specifically state that it belongs to FxPro.

- 7.2 The Introducer may display or distribute marketing material, provided by FxPro through the FxPro marketing portal only in relation with the Introducer's activities. Notwithstanding the above, the Introducer may use other marketing material only if FxPro has given its prior written consent.
- 7.3 The Introducer may establish a new website or via the Introducer's existing website, promote the services provided by FxPro. In the event that this clause is applicable, the Introducer shall:
- a. Provide a link from the website to [www.fxpro.com](http://www.fxpro.com) (or any other regional or language specific website belonging to FxPro).
  - b. The Introducer shall not publish, issue or make any press releases, announcements, advertisements, circulars or other literature, name cards, letters or other stationery in relation to FxPro unless the same has been approved in writing or provided by FxPro.
  - c. The Introducer shall not amend or add to any advertisements, circulars or other literature approved by FxPro unless such amendments or additions have been approved in writing or provided by FxPro.
  - d. Any marketing material used by the Introducer shall contain the appropriate risk warnings as applied by the Company, from time to time.
  - e. Any amendments to any marketing material shall be approved in writing by FxPro, even if the initial material has already been approved. Any advertising material, which becomes out of date shall be immediately withdrawn without any delay by the Introducer.
- 7.4 The Introducer shall not use any domain name in any country that will include the name 'FxPro' unless the Introducer has acquired the prior written consent of FxPro. In the event that FxPro agrees to allow the Introducer to register a domain name as described above, then the Introducer agrees that, in the event the Agreement is terminated, the Introducer will abandon any rights to the domain and provide all necessary information to FxPro to enable the latter to own and use it.
- 7.5 The Introducer acknowledges that he is solely responsible for providing FxPro with all relevant details regarding the website(s) used by the Introducer. Further, the Introducer acknowledges that it is FxPro's policy to proceed with all necessary legal and/or other steps to take down any website(s), which make unauthorised reference to FxPro and/or breach FxPro's intellectual property rights.



## 8. REMUNERATION

- 8.1 FxPro Subsidiaries shall pay the Introducer commission (the '**Fee**') with regards to introduced Clients, in accordance with '**Appendix A**'. For the avoidance of doubt, the Introducer may be eligible to receive the Fee from the Effective Date until the date of termination of the Agreement.
- 8.2 As long as the Fee exceeds US\$100 (or currency equivalent), the Fee will be paid by FxPro to the Introducer on a weekly basis in arrears, or as otherwise agreed between the Parties in writing, to the Introducer's account. The Fee will be paid during the week following the week that the Fee accrued, unless the Company is unable due to technical and/or other reasons to process such payment(s); in the event the Company is unable to process such payment on time, the Company will make the payment as soon as reasonably practicable. The Introducer acknowledges that FxPro shall not be held liable for any such delay.
- 8.3 The Introducer agrees that, should the Introducer reside in China, Hong Kong and/ or Taiwan, such rebates shall not be paid in respect of any trading volume of his respective clients between the hours of 23:15 to 01:00 (Cyprus time).
- 8.4 The Introducer agrees that FxPro reserves the right to change the Fee described in Appendix A, at any given time; if reasonably practicable, the Company may provide the Introducer with notice to that effect. The Introducer has the right to terminate the Agreement where the Introducer does not agree with any amendments made by the Company. In the same way, we reserve the right to terminate the Agreement where the Introducer does not agree with any amendments the Company makes.
- 8.5 No Fee and/or part of the Fee shall be payable by FxPro to any third party.
- 8.6 Without prejudice to any other remedy available to FxPro, if the Introducer is in breach of any of the clauses of the Agreement, FxPro may withhold any payment or part payment of the Fee, until such time as the Introducer has remedied such a breach or until FxPro exercises any other right arising out of the Agreement and/or the law.
- 8.7 FxPro shall not be responsible for any costs and/or expenses that may be incurred by the Introducer pursuant to the implementation of the Agreement.
- 8.8 The Introducer shall be liable for the payment of any taxes and/or charges and/or otherwise arising out of or in connection with the Agreement.

- 8.9 Details of the Fee payable under the Agreement by FxPro to the Introducer, may be disclosed to all Clients of the Introducer. Further, if the Clients require additional information in respect of any such Fee, the Introducer acknowledges and agrees that FxPro may disclose such information without being in breach of the Agreement.
- 8.10 The Introducer acknowledges and accepts that in the event that any Clients are in breach of the respective Client Agreement, FxPro will not pay the Fee for that specific Clients to the Introducer. FxPro reserves the right to inform the Clients, via any means, of the relevant payment arrangement in place.

## 9. TERM AND TERMINATION

- 9.1 The term of the Agreement shall commence on the Effective Date and shall continue indefinitely until terminated in accordance with the Agreement. Either Party reserves the right to terminate the Agreement for any reason, at any time, after providing the other Party with a thirty (30) days written notice, except as otherwise expressly provided in the Agreement.
- 9.2 FxPro reserves the right, at its sole discretion, to immediately terminate the Agreement without notice and without prejudice to any other legal and/or equitable rights available to FxPro, in the event that:
- a. the Introducer, for any reason, fails to act, in the sole opinion of FxPro, in good faith and/or for any other reason, which in the sole opinion of FxPro merits such termination;
  - b. the Introducer becomes incapable of fulfilling his obligations under the Agreement;
  - c. the Introducer attempts to or breaches a term and/or condition and/or warranty of the Agreement;
  - d. the Introducer violates any rule or regulation of a competent jurisdiction;
  - e. the Introducer has an application, order, resolution or other announcement issued against him relating to a voluntary or involuntary liquidation, or insolvency or bankruptcy proceedings;
  - f. the Introducer becomes directly or indirectly involved in any type of fraud; and
  - g. the Introducer fails to comply with clauses contained in the Agreement.
- 9.3 The Introducer understands and accepts that in the event of termination of the Agreement, such termination shall be without prejudice to any outstanding or accrued obligations the Introducer has *vis-à-vis* FxPro.

- 9.4 The Introducer understands and accepts that in the event of termination of the Agreement, any authorisations or Power of Attorney(s) granted by the Client to the Introducer shall be automatically terminated.
- 9.5 The Introducer understands and accepts that in the event of termination of the Agreement, all and any Clients introduced by the Introducer to FxPro, may, in the sole discretion of FxPro, remain as Clients of FxPro, irrespective of the termination of the Agreement.
- 9.6 In the event of termination, howsoever arising, the Introducer shall immediately return to FxPro all documents, brochures, all reports and any other material in the Introducers possession including but not limited to the registered domain names and/or any other information relating to the services provided under the Agreement.
- 9.7 This Clause shall survive termination of the Agreement.

## **10. LIABILITY**

- 10.1 The Introducer shall, to the fullest extent permitted by applicable legislation, indemnify and hold harmless FxPro, its officers, directors, employees, advisors, consultants or other partners for any direct, indirect, punitive, incidental, special, consequential damages or any damages, including but not limited to, damages for loss of use, data or profits, based on contract, tort, negligence or strict liability or other loss that may arise in relation to the Agreement.
- 10.2 In the event of any claim against FxPro, in relation to or in connection with the Agreement, FxPro reserves the right, at its sole discretion, to withhold Fees owed to the Introducer, in order to offset any costs, suspected or anticipated costs associated with any potential or pending regulatory or legal actions.
- 10.3 In the event that any court or tribunal, of competent jurisdiction, finds that FxPro is liable *vis-à-vis* the Introducer, then the Introducer agrees that any potential liability of FxPro towards the Introducer, shall be limited to one (1) month's Fee (calculated as the average monthly commission earned by the Introducer over the previous three (3) months) during any twelve (12) month period. This limitation applies despite the amount of injuries caused by and the number of separate occurrences of liability during any twelve-month (12) period.
- 10.4 This clause shall survive termination of the Agreement.

## **11. PROPRIETARY OR CONFIDENTIAL INFORMATION**

- 11.1 During the course of the Parties' relationship, both Parties may become privy to confidential information in respect of the business of each Party and their respective associates. Such confidential information may include systems, technology, processes, client databases and all

other information, material and documentation (whether written, verbal or in any other form) to which a Party is given access but does not include information which already exists in the public domain.

- 11.2 The Introducer shall not, without the prior written consent of the other, disclose or use any confidential information provided or accessed under the Agreement (unless required by law).
- 11.3 Both Parties shall take reasonable precautions to prevent unauthorised use, access or disclosure of such confidential information.
- 11.4 Upon termination of the Agreement, the Introducer shall deliver to FxPro all copies of all records, documentation and material prepared or received in respect to this Agreement, which are in the Introducer's possession.
- 11.5 The Parties understand and accept that if a regulatory authority of a competent jurisdiction enquires about the Agreement, the disclosing Party shall make any disclosures on a need to know basis.
- 11.6 It should be noted that this clause shall survive termination of the Agreement.

## **12. GENERAL**

- 12.1 It is agreed that the Introducer shall undertake its business and any services relating to the Agreement as an independent contractor and not as an agent or employee of FxPro. The Introducer shall not use the name FxPro in answering its telephone or in any other way represent itself to be associated with FxPro other than in a relationship of an Introducer to FxPro. In contracting for support services, such as rent, telephone, quotation services, utilities and the like, the Introducer will not use or refer to the name FxPro. Nothing in the Agreement shall imply any employment, joint venture, partnership or agency arrangement between the Parties.
- 12.2 Nothing in the Agreement shall infer that FxPro has appointed or will appoint the Introducer as their authorised representative nor permit the Introducer to make such representations to third parties or Clients at any time.
- 12.3 Nothing in the Agreement shall confer upon the Introducer any right, title or interest in the trademarks, logos, copyrights, trade names or designations belonging to FxPro.
- 12.4 All the clauses in the Agreement are conditions and a breach of such provisions will give the right to FxPro to terminate the Agreement and claim damages.

- 12.5 The Introducer understands that the Agreement does not constitute an exclusivity agreement with the Introducer; nothing in the Agreement shall preclude FxPro from committing to similar agreements with other persons.
- 12.6 FxPro shall have no obligation to accept a Client referred or introduced by the Introducer.

### **13. ENTIRE AGREEMENT**

- 13.1 Subject to the documents and/or other agreements, which have been specifically incorporated herein, the Agreement constitutes the entire agreement between the Parties, with respect to the subject matter hereof, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter hereof. The Agreement shall not affect the validity of any other agreement entered into between the Parties, not related to the Agreement and/or not specifically incorporated in the Agreement.
- 13.2 The Introducer agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. The Introducer agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement

### **14. ASSIGNMENT**

- 14.1 The Introducer shall not assign or transfer any of its rights and/ or obligations under the Agreement to any other natural or legal person.
- 14.2 FxPro reserves the right to assign any right and/or obligation of the Agreement without the prior consent of the Introducer.

### **15. SEVERABILITY**

- 15.1 If, for any reason, any provision of the Agreement is held by a court or other tribunal of a competent jurisdiction to be unenforceable, the remaining Agreement shall be in full force and effect.

### **16. NO WAIVER**

- 16.1 No failure or delay on the part of FxPro in exercising any right under the Agreement shall operate as a waiver or impairment of any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other rights. No

waiver of any such right by FxPro shall be deemed a waiver or modification of any other right under the Agreement.

## 17. EVENTS OUTSIDE OUR CONTROL

- 17.1 Neither Party shall be liable to the other Party for any failure, impediment or delay in performing its requirements under the Agreement where such failure, impediment or delay arises directly or indirectly from circumstances beyond the Parties' reasonable control. Such events shall include without limitation any Events Outside our Control (as defined in the Client Agreement), any technical difficulties such as telecommunications failures or disruptions, non-availability of the Parties' websites, for instance, due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lockouts, boycotts or blockades including cases where only part of the Parties' functions are affected by such events.

## 18. COMMUNICATION

- 18.1 Unless specifically instructed to the contrary any notice, instruction, request or other communication relating to the Agreement shall be sent by FxPro to the Introducer and vice versa in writing through mail or electronic mail. Any notice, instruction, request or other communication sent by the Introducer to FxPro shall be effective once received by FxPro through the registered e-mail of the Introducer and/or the Client. Any notice, instruction, request or other communication sent by FxPro to the Introducer shall be effective once sent.

- 18.2 **FxPro contact email:**  
partners@fxpro.com

## 19. GOVERNING LAW AND JURISDICTION

- 19.1 The Agreement shall be governed by and construed in accordance to the laws and regulations of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction.

## 20. COUNTERPARTS

- 20.1 The Agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts shall together constitute that one

agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

## APPENDIX A

The Introducer will be entitled to receive fees from the Company based on the total volume his clients' trade with the Company;

Total Volume in USD equivalent per Month in all asset classes	Commission Level
Less than 100 million	Level 1
From 100 million to less than 400 million	Level 2
From 400 million to less than 1 billion	VIP
1 billion and above	VVIP

### Commission as percentage of the executed spread

Platform	Asset Class	Level 1	Level 2	VIP	VVIP
MT4 Instant MT4 Standard MT4 Fixed FxPro Edge MT5	All Asset Classes	40%	45%	50%	55%
cTrader	Indices Energies	40%	45%	50%	55%
cTrader	Forex Metals	40% +45% of the per million USD traded commission charge	45% +45% of the per million USD traded commission charge	50% +45% of the per million USD traded commission charge	55% +45% of the per million USD traded commission charge

1. Total Volume is based on the total monthly trading volume of all introduced client orders that either opened or closed, (half turn) on the MT4, MT5, FxPro Edge, and cTrader platform. For example, if the Introducer has a client who opens a 1 lot (100,000) position in USDJPY and closes it in the same month, the calculated volume will equal 200,000 USD.
2. If the base currency of a trade is other than USD, then the Volume will be calculated based on the average exchange rate of the previous day in order for the amount to be converted in USD.
3. The commission is calculated as a percentage of the executed spread of each order, converted to USD, using the below formula:  

$$\text{Spread on opening (cents)} \times \text{Commission percentage} \times (\text{Trade size lots} / 2) \times \text{symbol's lot size} \times \text{Conversion in USD} = \text{Rebate in USD on position opening}$$

$$\text{Spread on Closing (cents)} \times \text{Commission percentage} \times (\text{Trade size lots} / 2) \times \text{symbol's lot size} \times \text{Conversion in USD} = \text{Rebate in USD on position closing}$$

**The below rebate tables apply for MT4 Pro, MT4 Raw Plus and Elite Account (VIP)**

**Commission on CFDs on Forex pairs:**  
**(MT4 Pro, MT4 Raw Plus and Elite Account (VIP))**

Symbol	Commission in pips per 1 closed lot	Symbol	Commission in pips per 1 closed lot	Symbol	Commission in pips per 1 closed lot
AUDCAD	0.2	EURNZD	0.2	NZDSGD	0.2
AUDCHF	0.15	EURPLN	0.6	NZDUSD	0.15
AUDDKK	1	EURRUB	1	PLNJPY	0.2
AUDJPY	0.2	EURSEK	1.5	SGDJPY	0.2
AUDNZD	0.2	EURSGD	0.2	USDCAD	0.2
AUDPLN	0.6	EURTRY	2.5	USDCHF	0.15
AUDSGD	0.2	EURUSD	0.15	USDCNH	1
AUDUSD	0.15	EURZAR	2.5	USDCZK	0.2
CADCHF	0.15	GBPAUD	0.2	USDDKK	1
CADJPY	0.2	GBPCAD	0.2	USDHKD	1
CHFJPY	0.2	GBPCHF	0.15	USDHUF	0.6
CHFPLN	0.6	GBPDKK	1	USDILS	0.6
CHFSGD	0.2	GBPJPY	0.2	USDJPY	0.2
EURAUD	0.2	GBPNOK	1.5	USDMXN	2.5
EURCAD	0.2	GBPNZD	0.2	USDNOK	1.5
EURCHF	0.15	GBPPLN	0.6	USDPLN	0.6
EURCZK	0.2	GBPSEK	1.5	USDRUB	1
EURDKK	1	GBPSGD	0.2	USDSEK	1.5
EURGBP	0.15	GBPUSD	0.15	USDSGD	0.2
EURHKD	1	GBPZAR	2.5	USDTHB	0.05
EURHUF	0.6	NOKSEK	1.5	USDTRY	2.5
EURJPY	0.2	NZDCAD	0.2	USDZAR	2.5
EURMXN	2.5	NZDCHF	0.15		
EURNOK	1.5	NZDJPY	0.2		



Platform	Asset Class	Commission as percentage of the executed Spread
MT4 Pro, MT4 Raw Plus Elite Account VIP	CFDs on Futures CFDs on Indices CFDs on Stocks CFDs on Metals CFDs on Spot Energies CFDs on Cryptocurrencies	45%

- The commission is calculated as a percentage of the executed spread of each order, converted to USD, using the below formula:

**Spread on opening (cents) x Commission percentage x (Trade size lots / 2) x symbol's lot size x Conversion in USD = Rebate in USD on position opening**

**Spread on Closing (cents) x Commission percentage x (Trade size lots / 2) x symbol's lot size x Conversion in USD = Rebate in USD on position closing**

#### **IMPORTANT NOTES**

Introducer's own trading transactions will not be included in the calculation of fees payment.

All positions that were closed in the MT4 platform by the functions "close by" or "multiple close by" will not be included in the calculation of fees payment.

Any Fee payable will be payable according to the terms of this Introducer Agreement.

Notwithstanding any other provision contained herein, the Introducer shall start receiving commissions from the week he introduces at least three (3) of his clients to the Company who make qualifying trades

Should the Introducer reside in China, Hong Kong and/ or Taiwan, such rebates shall not be paid in respect of any trading volume of his respective clients between the hours of 23:15 to 01:00 (Cyprus time).

The Introducer is only allowed to market and introduce Clients to the following subsidiaries:

- FxPro Global Markets Ltd, regulated by Securities Commission of the Bahamas ('SCB')
- Prime Ash Capital Limited, regulated by The Financial Services Commission of Mauritius ('FSCM')
- FxPro Global Markets LLC, registered in Costa Rica under registration number 4062001308330 ('KNN')

**FxPro Group Limited**

Regency Court, Glatigny Esplanade, St. Peter Port, GY1 3AP, Guernsey  
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Introducer Agreement  
Version 3 May 2023 a.gp.3