



# INTRODUCER AGREEMENT

---

## INTRODUCER AGREEMENT

### PREAMBLE:

This agreement and its appendices constitute the entire Introducer Agreement that sets out the complete terms and conditions that apply for a membership to the Introducer Agreement. Please read this agreement carefully before registering in our Introducer Program. You must agree with and accept all of the terms and conditions contained in this agreement without amendments, which include those terms and conditions expressly set out below and those incorporated herein by reference, before you become an Introducer of TopFX.

### PARTIES TO THE AGREEMENT

a) **TopFX Global Ltd** with registration number 8424819-1 is a company registered under the Laws of Seychelles and is licensed by the Financial Services Authority (“**FSA**”) of Seychelles under the License No: SD037.

### AND

b) The “Introducer” or “IB” which shall mean the individual or entity which applies for joining the IB’s Program in accordance with the terms and conditions set forth herein and agrees with and accepts these terms and conditions and the Company approves the former’s application for joining the IB program.

And furthermore may both hereinafter be referred to separately as the “**Party**” and jointly as the “**Parties**”.

The above expressions shall, where the context so permits, include receivers and managers and successors in title and personal representatives in the case of legal persons.

**WHEREAS** this Agreement sets out the terms upon which Clients may be referred to the Company by the Introducer.

And

**WHEREAS** the Introducer will provide such service to his Clients that improves the quality of service offered to his Clients.

### IT IS AGREED:

#### 1. Definitions of terms

**Client** Means any person whom the Company has approved to open account(s) subject under the Client Agreement and who has been introduced by the Introducer;

<b>Client Agreement</b>	Means the Company's Trading Terms of Business that the Client accepts when he opens an account with the Company and the relevant link appears on Appendix 1 or any such other agreement as may be prescribed by the Company with respect to any Account or that the Company shall enter into with any Client;
<b>Confidential Information</b>	Means business or technical information relating to proprietary ideas, research and development, costs, production, profit and margin information, finances and financial projections, clients, marketing, current or future business plans and models, patentable ideas or trade secrets, and existing or contemplated products and services, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. Confidential Information shall also include other confidential or sensitive information which is: (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; or (b) disclosed in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure;
<b>Investment Advice</b>	Means the provision of personal recommendations to a client, either upon his requests or at the initiative of the investment firm, in respect of one or more transactions relating to financial instruments.
<b>Fees (or commission)</b>	Means any commission, rebates, and/or other remuneration paid or payable to the Introducer by the Company for intermediation services rendered by the Introducer for the conclusion of Client Agreements between the Company and the Clients identified, targeted and referred to the Company by the Introducer. The exact amount, type, and conditions of such payments shall be determined solely by the Company in accordance with the terms set forth in the Agreement.
<b>Introducer</b>	Means an individual or legal entity which refers Clients for the Company and operates in the interests of the Company, on the basis of the regulations listed on this Agreement.
<b>Main Website</b>	Means the Company's domain name <a href="http://www.topfx.com.sc">www.topfx.com.sc</a> or any other domains that the Company operates mainly for promotional and marketing purposes in languages other than English.
<b>Unlinked Client</b>	Means any Client which has been introduced to the Company by the Introducer and wishes to be unlinked from the Introducer.

## **2. Introducer Representation and Warranties**

- 2.1 The Introducer has all requisite authority to enter into this Agreement and to be fully bound hereby, and all necessary action has been taken by him in connection herewith. The Introducer acknowledges and confirms that he can enter into this Agreement and is approved and/or authorised and/or qualified under his local regulatory requirements to offer the services mentioned in this Agreement.
- 2.2 The Introducer has fulfilled all registration, qualification and/or other requirements of all jurisdictions and regulatory bodies to the extent that such registration, qualification and/or other requirements are applicable to him, and during the term of the Agreement will remain in strict compliance with all of the foregoing.
- 2.3 Introducer represents that Introducer and its officers, directors and employees are and shall remain for the duration of this Agreement properly registered, licensed or authorized (unless such persons are not required to be so registered, licensed, or authorized) under the Applicable Laws and Regulations. Introducer shall promptly notify the Company of any material changes in any of its regulatory or self-regulatory organization registrations, licensures, authorizations or memberships.
- 2.4 No rebates/commission fees shall be paid for any self-introductions. Any rebates/commission fees generated by trading from self-introduced accounts shall not be eligible for withdrawal.
- 2.5 If the Introducer is a company or other entity, the Introducer is duly organized, validly existing and in good standing under the laws of his jurisdictions.
- 2.6 The Introducer will act as a mediator between the Company and his Clients for enhancing the quality of service offered to his Clients as well as introducing and/or explaining the services offered by the Company to his Clients.
- 2.7 The Introducer will carry on his operations and business as an independent contractor and not as an agent or employee or representative of the Company. The Introducer cannot use the Company's logo in any of his correspondence, on any business cards, on any electronic transmission, etc.
- 2.8 The Introducer acknowledges and agrees that is responsible for the payment of all relevant duties and/or charges and/or taxes arising from course of his business.
- 2.9 The Introducer acknowledges that is not allowed to register a business that includes the "TopFX" name. Furthermore, the Introducer acknowledges that is not allowed to register and/or operate a domain name that includes the "TopFX" name.

- 2.10 The Introducer shall not provide any Investment Advice to his Clients.
- 2.11 The Introducer should act upon the client's best interests and should prevent in any way the materialization of conflict of interests between him/her and the clients.
- 2.12 The Introducer confirms that he/she does not know in person or has any relationship, familial or otherwise beyond a business relationship with the introduced clients and does not, in any way, affect the trading volumes, the deposits, the possible cancellation of withdrawals etc., of the introduced clients. Without prejudice to the obligations of the Introducer, as set out in this Agreement, whereby the Introducer undertakes to act as a mediator between the Company and the prospective Client for the conclusion of an agreement, and for presenting, to prospective Clients, the financial products of the Company the Introducer shall not direct or influence in any way, any Client with regards to his trading or funding facilities.
- 2.13 The Introducer should always share the marketing material that will be disseminated to potential clients in order to be reviewed and approved by the Company. This process should be conducted prior to the dissemination.
- 2.14 For the Introducer to be eligible for receiving commissions, non-financial criteria will apply (i.e. compliance procedures to be followed as per this Agreement and in general the applicable legislation, low number of complaints from the introduced clients). These criteria should be satisfied, otherwise the Company will reconsider/or terminate the business relationship with the Introducer. The Introducer should conduct the Company for more information regarding the abovementioned point.
- 2.15 The Introducer shall not trade on behalf of introduced clients through Limited Power of Attorney or otherwise.
- 2.16 The Introducer shall not be involved in the trading activity of the Introduced Clients directly or indirectly.
- 2.17 The Introducer is obliged to inform his introduced Clients of any Fees received as well as any additional Fees involved in regard to the service provided under this Agreement and in general all the Fees the introduced clients are charged by receiving the services of the Company.
- 2.18 The Introducer shall inform each Client of Introducer's registration status with Appropriate Regulatory Authority, if any;
- 2.19 The Introducer shall honestly represent the services offered by the Company and not promise a prospective Client service that the Company does not presently offer;

- 2.20 The Introducer shall, before a Client commences any trading with the Company, inform each prospective Client of Introducer's ability to view reports of trading activity on the Client's Account.
- 2.21 During the term of this Agreement and for a two (2) year period thereafter, Introducer shall not directly or indirectly solicit, or otherwise attempt to induce, any client of the Company which Introducer has not introduced to the Company to transfer its trading business from the Company to any other person or entity.
- 2.22 In case where the Company suspects that the introduced Client uses the same device/IP address as well as same or similar trading patterns with other introduced Clients then the Company may terminate this Agreement immediately without giving notice and the Company reserves the right to reverse and/or cancel all previous transactions as this may be considered as abusive trading. In cases where bonus applies, this may also include the usage of Virtual Private Networks (VPN)/Virtual Private Server (VPS).

### **3. Introducer Relationship and Activities**

- 3.1 The relationship between the Introducer and the Company is a business partner relationship and in no way can be considered as a client relationship.
- 3.2 In the event the Introducer deviates from the standard interpretation of this Agreement, he will be considered that has breached the Agreement unless otherwise obtained a written confirmation from the Company.
- 3.3 The Introducer hereby undertakes to introduce prospective Clients in regards to the services offered by the Company as specified in the Client Agreement. The Introducer can either pass the name of the prospective Client to the Company or may invite prospective Clients to contact the Company directly.
- 3.4 For the Introducer to be able to receive Fees in regards to the introduced Client, the Introducer must ensure that the prospective Client is given to the Company before the prospective Client opens an account with the Company OR the prospective Client came directly from the Introducer's website and open an account with the Company. In the event of any disparity between the claim(s) made by the Introducer and the Company in regards to the introduced Client, the Company shall have the sole discretion in accepting or not the claim(s) of the Introducer.
- 3.5 Any prospective Client, who is introduced by the Introducer and opens an account with the Company, the Client will also be considered the Company's Client, who needs to follow the same procedure as any other person who opens an account with the Company.

- 3.6 Where an introduced client has communicated to the Company that he/she wishes to be unlinked from the Introducer, the Company shall, from the date of such communication, cease paying the Introducer commissions in respect of the Unlinked Client. Any existing but unpaid commission in respect of the Unlinked Client since the date of such communication shall be transferred to the Introducer and the Introducer shall have no further rights in respect of the Unlinked Client.
- 3.7 The Company may at its sole discretion accept or decline any Client introduced by the Introducer. If the Company does not accept as a Client any person or entity introduced to it by Introducer and such person or entity does not have a current or prior existing relationship with the Company, then Introducer may refer the person or entity to another individual or firm for the purpose of trading.
- 3.8 Following the opening of an Account, the Company shall advise the Client by email, or by any other means agreed between the Company and the Client, of the Client's unique User Identity and generic password. The password provided to the Client will not be disclosed to Introducer.
- 3.9 The Introducer shall not direct or influence any Client in regards to his/her trading or funding facilities unless the Client has given a written consent to the Introducer to do and in the form acceptable by the Company.
- 3.10 The Client is required to fund his/her account held with the Company directly from their personal bank account unless otherwise agreed and relevant documentation are presented and approved by the Company. The Company has the right to return funds only to the same remitter as the funds were deposited and using the same payment method.
- 3.11 In case the Introducer maintains a website for promoting his business then the following functionalities and information should be included:
- a) A link should be available directing prospective Clients to the Company's Main Website;
  - b) Company's information and/or logo and/or banners are provided by the Company;
- 3.12 The Introducer is required to obtain the Company's approval prior of uploading any information or functionalities related to the Company and its services. In case the Introducer intends to change the Company's information and/or functionalities that were initially provided and approved by the Company, then the Introducer needs to obtain a new prior approval by the Company before he proceeds with such changes.
- 3.13 The introducer shall inform the Company of any Introducer's website, Advertising Literature and sales practices and the Company shall review them to ensure that they are in compliance with Applicable Laws and Regulations and conform to Company's internal policies and procedures.



- 3.14 Introducer agrees to cooperate with the Company to address any noted deficiencies in its website, Advertising Literature or solicitation and sales practices as they relate to the introduction and solicitation of prospective Clients.
- 3.15 The Introducer shall assist prospective Clients on completing account registration forms for opening an account with the Company.
- 3.16 Where needed, the Introducer shall translate documents for the Company as well as explain to his Clients the services offered by the Company. If applicable, the Introducer shall also act as a translator between the Client and the Company.
- 3.17 The Introducer shall inform the Company of any Client's profile changes.
- 3.18 The Company is not liable or responsible for any marketing or promotions initiated by the Introducer and any cost or charges for such activity should be suffered by the Introducer.
- 3.19 Neither Party shall be obligated, without its prior written consent, to pay any expenses of the other Party. Each Party shall be responsible for its own expenses incident to or arising out of this Agreement.
- 3.20 The Company is not responsible and has no liability of any advice or recommendation or decision provided by the Introducer to the Client.
- 3.21 The fee paid to the Introducer as per the terms and conditions described herein will be paid exclusively by the Company and not suffered by the Client.
- 3.22 The Company will exclude from the calculation of the Fees, payment of any Introducer's own trading transactions.
- 3.23 The Introducer is not eligible to receive any commissions for any trades generated exclusively from any trading bonus(es). In such cases, the Company shall identify the trades generated from any bonus(es) and deduct them from the Introducer's commissions.
- 3.24 The Introducer is not eligible to receive any commissions from any trades generated through "churning", which is defined as excessive trading of assets, oftentimes without consideration of the account's profitability, in order to generate commissions. These include, amongst others, methods such as scalping and/or opening/closing multiple opposite buy/sell positions at the same time either by the same account or between different accounts and/or clients. In such cases, the Company may either automatically disregard payment for those trades or may identify the trades generated at a later date and deduct the appropriate amount from the Introducer's account(s) as necessary.



#### **4. Company's Undertakings**

- 4.1 The Company warrants to make any payments due to the Introducer in respect of Fees for its services as agreed in this Agreement, monthly in arrears and no later than 30 business days for the preceding month.
- 4.2 Based on the performance of the Introducer, the Company may change the terms/fees herein and also may support his marketing development.
- 4.3 The fee structure between the Company and the Introducer is determined solely by the Company in accordance with the terms set forth in the Agreement.
- 4.4 Upon setup of the Introducer and/or the multilevel commission structure, where applicable, the Introducer must monitor and confirm that their Fees are being paid as agreed. After three (3) days of the setup, or any subsequent alterations of the initial agreement, in case of any errors or omissions regarding setup, Fees or any other issues related to the above, if the Introducer does not report any issues, the Company shall not be held liable nor will it be required to reimburse the Introducer or any introducers in the multilevel chain.
- 4.5 The Company's Trading Terms of Business are set out in Appendix 1, attached.
- 4.6 The Introducer should not receive any commissions from the introduced clients that abused any of the disclosures of the Terms & Conditions of the Company. In addition, if the Company suspects or has reasons to believe that an introduced Client is involved in any form of prohibited trading i.e. certain trading techniques commonly known as "arbitrage trading", "picking/ sniping" and/or follow an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts, the Company reserves the right to:
- i. Delay payment of commission until the Company fully investigates and clarifies the matter;
  - ii. Terminate this Agreement with immediate notice to the Introducer and remove any remuneration linked to those Clients;
  - iii. Terminate the introduced Client's agreement with the Company with immediate notice;
  - iv. Close the Introducer's account with the Company and/or suspend his account for an indefinite period of time;
  - v. Close the introduced Client's account with the Company and/or suspend his account for an indefinite period of time;
  - vi. Charge a penalty fee to the Introducer and/or to the introduced Client as the Company deems fit and proportionate;

---

vii. Close the account, confiscate any profits that arose from prohibited trading techniques and return the original deposit(s) to the introduced Client. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the Client's related accounts in order to make up for the difference.

- 4.7 The Company will not directly or indirectly solicit or accept any person or entity which was introduced to the Company by Introducer pursuant to the terms and conditions set forth herein without treating such person or entity as a Client, unless explicitly instructed otherwise by the Client. Any person or entity that has a current or prior existing business relationship with the Company shall not be treated as a Client.

In the event of any dispute, or complaint, from a Client the Company has the right to hold due Fees payable to Introducer until such issue is resolved.

- 4.8 Nothing in this Agreement shall be deemed to alter or supersede the rights of the Company as set forth in the Client Agreements. The Company retains complete discretion to determine whether to approve an Account Application from any prospective Client, to suspend or terminate any Account, to handle and resolve disputes with any Client, and to take any other action with respect to any Client or the Client's Account under the relevant Client Agreements.

## **5. Confidentiality**

- 5.1 The Introducer shall keep confidential and shall not disclose to any third party any confidential information or any of the terms of this Agreement or any information incidental or related thereto or to the business of the Company (other than such terms or information which is or comes into the public domain), unless is required under any applicable law or by any regulatory or governmental body or obtained the Company's written consent. Notwithstanding anything to the contrary in this Agreement or the termination of this Agreement, this clause shall continue to have effect and be binding on the Introducer without limit in point of time.
- 5.2 The Introducer acknowledges the importance of protecting the privacy of its introduced Clients and hereby expressly acknowledges, agrees and undertakes not to try to access or to access any "Personal Data" acquired from or about prospective, new Clients or from existing Clients, initiated without the express prior and written consent of, or expressed instructions in writing, from the Company.
- 5.3 The Introducer hereby expressly acknowledges, agrees and undertakes and that it shall comply at all times with the all applicable laws and regulations pertaining to "Personal Data" protection, in particular the Personal Data Protection Legislation.

## 6. Notices and Communication

- 6.1 Unless otherwise specified, the Introducer has to send any notice, instruction, request or other communication in a written form to the Company's email address at [partnerships@topfx.com](mailto:partnerships@topfx.com).
- 6.2 Information may be provided by the Company to the Introducer in paper format or by email to the Introducer's email address provided during his registration.
- 6.3 All notices/information provided by the Company or received from the Introducer should be in the English language.

## 7. Liability and Indemnity

- 7.1 Under no circumstances shall the Company be liable for any punitive, indirect, incidental, special or consequential loss or damages, including, without limitation, loss of business, profits or goodwill unless arising directly from its fraud or causing personal bodily injury or death. In no event shall Company's liability, regardless of the form of action and damages suffered by Introducer, exceed the average aggregate monthly fees and commissions paid by the Company to Introducer.
- 7.2 Introducer agrees to indemnify, defend and hold harmless the Company and its officers, directors, employees or affiliates, and their respective successors and assigns, from and against any loss, damage, liability or expense, including, without limitation, reasonable attorneys' fees and any other expenses incurred in connection with Introducer's actions or inactions, or errors involving the Accounts or any of Introducer's Clients or any other transaction or activity contemplated by this Agreement, and any claims, demands, proceedings and actions, of any kind, to which the Company, or any of its officers, directors employees or affiliates may become subject arising out of or relating to any act or omission of Introducer or any person connected, affiliated or associated with Introducer which is or is alleged to be a violation of the Act or rules promulgated thereunder or any other Applicable Laws and Regulations arising from Introducer's or such person's alleged negligence or willful misconduct.
- 7.3 Errors, misunderstandings, controversies or disputes involving former, current, or prospective Clients of Introducer shall be Introducer's sole responsibility and liability. Notwithstanding the foregoing, Introducer shall not be obligated to indemnify the Company for any penalties, damages, costs, judgments, attorneys' fees or other expenses that are incurred solely as a result of, solely arise out of, or are imposed solely due to Company's fraud or malfunctions in the Trading System. These indemnification provisions shall remain operative and in full force after termination of this Agreement.

- 7.4 If the Company suspects or has reasons to believe that an Introducer and/or an introduced Client is involved in any form of fraudulent activities and/or the Introducer or the Client has involved the Company directly or indirectly in any type of fraud, the Company reserves the right to:
- i. Fully investigate using best judgment to determine the existence of fraud;
  - ii. Terminate this Agreement with immediate notice to the Introducer;
  - iii. Terminate any agreement thereof concluded with any introduced Client;
  - iv. Take any legal action against the Introducer and/or the Client and/or claim any damages deemed fit by the Courts of the Republic of Seychelles.

## **8. Amendment and Termination**

- 8.1 This Agreement may be amended from time to time. Any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. The Company shall notify the Client of any changes in the Agreement at least three (3) business days prior to their putting into practice. Should the Client disagree with the changes, he may terminate the Agreement in accordance with paragraph 8.2 below.
- 8.2 Either party (Company or Client) can terminate the Agreement by giving five (5) business days written notice to the other party.
- 8.3 The Company reserves the right to terminate this Agreement at its sole discretion, for any reason and at any time, without prior notice to the Introducer. Such termination shall be effective immediately, and the Company shall have no further obligations to the Introducer, except for any amounts due for services rendered prior to the termination date.
- 8.4 The Company reserves the right to terminate without notice or suspend without notice with immediate effect, this Agreement or any rights of the Introducer that may fall under the provisions of this Agreement and/or its Appendices hereto attached or related, due to any malpractice, breach, failure or other significant event, including liquidation or insolvency, on the part of the Introducer, such termination to be at the sole discretion of the Company.
- 8.5 Upon termination of the Agreement, the Introducer is obliged to return to the Company any Company's materials used to promote his business (e.g. newsletters, banners, text, etc.). In case the Introducer maintains a website and is using any Company's materials, he is obliged to immediately withdraw such materials upon termination of the said Agreement.
- 8.6 Upon termination of this Agreement, the Company warrants to pay the Introducer all fees as set out on this Agreement until the date on which the agreement is still in force.

- 8.7 The Company has the right to terminate without notice or suspend without notice, this Agreement in case there are amendments in the local legislation, or any Countries which prohibits the Company to provide services to clients that introduced by the Introducer.

## **9. Miscellaneous**

- 9.1 This Agreement does not and shall not be deemed to constitute a partnership or joint venture between the Parties. Neither Introducer nor any of its officers, directors, employees or representatives is deemed in any manner or under any circumstance to be an employee or agent of the Company, nor shall they hold themselves out as such. Introducer shall have no authority to: contract for or in the name of the Company; enter into any agreement, understanding or commitment giving rise to any liability or obligation of the Company; or bind the Company in any way. Introducer has no authority to make any representations concerning the Company or the services provided by the Company hereunder, or give any warranties on Company's behalf. Except for those representations and warranties expressly authorized by this Agreement or approved in advance and in writing by the Company, Introducer will make no representations to prospective Clients or other persons or entities relating to the Company or its trading operations.
- 9.2 This Agreement and all of rights and liabilities hereunder shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto. All or part of the rights and obligations of the Company under this Agreement may be assigned by the Company to any affiliate of the Company upon Notice to Introducer. All of Company's rights and remedies and any limitations on liability hereunder shall inure to the benefit of Company's affiliates. Company's affiliates are not liable for Company's acts and omissions. No assignment may be made by Introducer without the prior, written consent of the Company.
- 9.3 This Agreement, together with any and all schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations, agreements, promises, or other communications relating to the covered subject matter. This Agreement supersedes any other agreement executed by the Company and Introducer.
- 9.4 Every term and provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or unenforceable in any respect, such term or provision will be omitted and, in any event, such illegality or unenforceability shall not affect the validity of the remainder of this Agreement.
- 9.5 Headings and captions in this Agreement are inserted for convenience of reference only and shall not be given any effect in the interpretation of any provision of this Agreement.

- 9.6 Any delay in or failure of performance by either Party under this Agreement will not be considered a breach and will be excused to the extent such delay in or failure is caused by any event which is beyond the reasonable control of such Party and renders the performance of all or part of the obligations of the Party under this Agreement to be virtually impossible or economically impracticable, including, without limitation, acts of civil or military authorities, strikes or other labor disputes, insurrections, turmoil, wars and the like, floods, fires, droughts and other acts of God, interruptions in telecommunications or Internet or network provider services, acts or omissions of a third party hardware or software supplier or a third party communications provider, power outages and governmental restrictions.

## **10. Governing Language**

- 10.1 This Agreement as well as any additional agreement hereto (both present and future) are made in English. Any other language translation is provided for a convenience only. In case of any inconsistency or discrepancy between original English texts and their translation into other language or whatsoever language, as the case may be, original versions in English shall prevail.

## **11. Applicable Laws and Place of Jurisdiction**

- 11.1 This Agreement and all transactional relations between the Introducer and the Company are governed by the Laws of Seychelles and the competent court for the settlement of any dispute which may arise between them shall be the Seychelles Courts.

---

## APPENDIX 1

Company's Trading Terms of Business (Client Agreement) and all other related legal documents as found on the Main Website: [www.topfx.com.sc](http://www.topfx.com.sc)