



Introducing Broker Agreement

Version: 1.4

March 2025

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Definitions

“Agreement” means this Introducing Broker Agreement.

“Applicable Regulations” means all applicable laws, orders, circulars, regulations and rules from time to time issued by the FSA, including, for the avoidance of doubt, Financial Consumer Protection Act 2022, or issued within the Territory and amended from time to time.

“Business (working) day” means are days on which the Company is open for business, i.e. Monday to Friday, excluding official holidays and weekends.

“Client Account” means an account with the Company from where one or more trading accounts can be open for the purposes of entering into Trades.

“Company” means MarketsVox (SC) Ltd, incorporated and registered under the laws of Seychelles with Company number 8430368-1 and having its registered address at CT House, Office 9A, Providence, Mahe, Seychelles. The Company is authorized and regulated as a Securities Dealer by the Financial Services Authority under Securities Dealer license number SD142.

“FSA” means the Financial Services Authority in Seychelles.

“Introducing Broker” is a natural person or legal entity that was appointed by the Company to promote its services and act in the Company’s interests under the terms of this Agreement by referring Potential Clients to the Company.

“Remuneration” means the amounts that shall be payable to the Introducing Broker for as long as, in the manner and in the amounts set out in clause 7. For the avoidance of doubt, no element of the Remuneration will be payable to the Introducing Broker unless the Company has received the corresponding full amount from the Client in respect of the applicable trade.

“Products” means Contracts for Difference with different underlying financial instruments, together with such other over-the-counter products in the underlying investments as the Company offers from time to time.

“Potential Client” means a natural person or legal entity to be introduced to the Company by the Introducing Broker, eligible to open an account with the Company.

“Referred Client” means a natural person or legal entity that has open an account with the Company having followed the Introducing Broker’s referring link or indicating the unique referral key.

“Territory” means any country or countries in which the Introducing Broker conducts its business for so long as trading in the Products and the activities set out herein are permitted in such location, together with such other countries as may be agreed in writing from time to time.

“Trade” means the sale or purchase of the Products executed by the Referred Client and the Company, both open and close sides, and Trades shall be constructed accordingly.

1. Introduction

- 1.1** This Agreement is entered into between the Company, on the one part, and the Introducing Broker who, if a natural person, has reached legal age and possesses legal capacity, or if a legal entity, is duly registered and validly existing under the laws of its country of incorporation, on the other part.
- 1.2** This Agreement shall become effective as of the date on which the Introducing Broker has made an account registration with the Company and accepted terms and conditions of the Client Services Agreement and this Introducing Broker Agreement.
- 1.3** In order to become an Introducing Broker, it's necessary to register an account with the Company and apply to the Company to the email support@marketsvox.com with the relevant request.
- 1.4** By applying to the Company to become an Introducing Broker, the Introducing Broker acknowledges that he has familiarized himself with its terms and conditions of this Agreement, which are clear and fully understood by the Introducing Broker, and that there are no circumstances impeding the acceptance of the same by the Introducing Broker.
- 1.5** After reviewing the application by the Company, and if approved, the IB Area section of the Client Area will be enabled for the Introducing Broker. The Company shall appoint the Introducing Broker to provide marketing and lead generation opportunities and refer Potential Clients to the Company for the Remuneration and on the terms and conditions contained in this Agreement.
- 1.6** This Agreement shall supplement and make an integral part of the Client Services Agreement. All capitalized terms not defined in this Agreement shall have the same meaning as in the Client Services Agreement. All matters not covered by this Agreement shall be resolved according to the Client Services Agreement.
- 1.7** Where an Introducing Broker and the Company are referred to in the Agreement jointly, they can be referred to as the "Parties".
- 1.8** The Parties have agreed that the country of incorporation of the Company shall be the execution venue for this Agreement.

2. Agreement to Introduce

- 2.1** The Introducing Broker hereby agrees to provide marketing and lead-generating services and to refer Potential Clients to the Company principally by carrying a link on its own website or webpage to the Company's website, or through other online and offline activities for the duration of this Agreement.

3. Provision of Services

- 3.1** The Introducing Broker undertakes with all due diligence, care and skill subject to this Agreement:

- to promote and market the opportunity to open a Client Account with the purpose to enter into Trades with the Company to Potential Clients in the Territory in accordance this Agreement;
- only to promote and market the opportunity to Potential Clients to open a Client Account and enter into Trades in the Products with the Company which are permitted by the laws and regulations applicable to the Potential Clients and Clients from time to time; and
- such other tasks as the Company and the Introducing Broker agree from time to time in writing.

provided in each case that the Introducing Broker shall not be required to undertake any of the above activities to the extent that the Introducing Broker is not authorized to conduct such activities in the Territory, or such activities are non-permitted pursuant to Applicable Regulations in the Territory.

4. Compliance

- 4.1** The Introducing Broker hereby covenants and undertakes at all times, to:

- comply with the Company's compliance procedures as amended from time to time and notified to the Introducing Broker in writing, together with any other direction or request issued by the Company's Compliance Officer, including but not limited to, displaying all necessary risk warnings, disclaimers and additional information on the Introducing Broker's website, webpage or marketing materials as required by the Company from time to time;
- maintain in a timely manner and orderly fashion all information, records and documents that the Company may reasonably require from time to time (if any) to secure compliance with the Applicable Regulations; and

- notify the Company as soon as it becomes aware or reasonably suspects that it and/or the Company may have breached any Applicable Regulations in relation to the marketing of the Products.

4.2 Where it is a corporate entity, the Introducing Broker undertakes to ensure that none of its group companies or affiliated entities:

- market or promote the Products to persons who are not residents of the Territory or who, being residents, cannot be classified as Potential Clients, save where the Company otherwise consents in writing;
- solicit or canvass orders from such Potential Clients in respect of the Products; or
- deal in the Products with such Potential Clients, in any capacity whatsoever and whether through any interposed entity of any nature whatsoever.

For the purposes of this Agreement, the Company and the Introducing Broker are not required to conclusively establish and verify the residence of any Client, and a person is deemed to be not resident of the Territory if the address such person provides to either Party pursuant hereto is outside the Territory, and “resident of the Territory” is to be concluded accordingly.

4.3 Nothing contained in this Agreement shall be construed so as to require either party to do or to refrain from doing anything which is in contravention of applicable law or regulation. The provisions of the clause 4.3 shall prevail over all other terms and conditions of this Agreement each of which shall be construed accordingly.

5. Performance of Services

The Company's Rights and Responsibilities

- 5.1** The Company shall alone deal with the Potential Clients and Referred Clients as a principal.
- 5.2** The company alone will be responsible for receiving payments, monies or securities from the Referred Clients and for paying monies to the Referred Clients in connection with Trades unless provided in writing otherwise.
- 5.3** Upon approval of the application to become an Introducing Broker, the Company shall provide an access to the IB Area of the client area where Introducing Broker will be able to find a unique referring link or referral key or generate their own referring links.

- 5.4** The Company shall open Client Accounts for Potential Clients referred by the Introducing Broker under the standard conditions contained in the Client Services Agreement unless the terms and conditions of this Agreement provide for the contrary. The Company can refuse to open a Client Account to any Potential Client referred by the Introducing Broker in its sole discretion.
- 5.5** The Company shall pay Remuneration to the Introducing Broker on such terms and conditions and upon meeting the specific requirements as provided for in this Agreement. If the Introducing Broker or Referred Client have failed to meet such conditions, the Company reserves the right not to pay Remuneration for such Referred Client or part of his Trades.
- 5.6** In case, the Introducing Broker involves the Company in any illegal or fraudulent activity, events that the cost of hedging risks associated with any of Introducing Broker's Referred Client's Trade increases, Introducing Broker or any of Introducing Broker's Referred Clients are involved in any forms of market abuse or market manipulation, or found to be involved in any practices that abuse the Company's rules, procedures, systems, or technical features, which the Company determines at its sole discretion, or in any practices of executing Trades through the Referred Clients' accounts for the sole purpose of generating more Remuneration for the Introducing Broker, the Company reserves a right to take one or more of the following actions:
- conduct investigation and request the Introducing Broker to provide various documents and/or clarifications;
 - temporarily block the Introducing Broker's account(s) or account(s) of Referred Client(s) for the period of investigation period;
 - suspend or cancel (partially or completely) Remuneration paid to the Introducing Broker for such Referred Client(s) and any other amounts resulting therefrom;
 - exclude Referred Client(s) from Introducing Broker's referred clients list;
 - terminate this Agreement by giving a notice to the Introducing Broker with immediate effect.

The Company reserves the right to set the Remuneration paid to the Introducing Broker to the 50% of the usual Remuneration for Referred Client(s) who executed fraudulent trade, trades with no economical purpose or other similar activities, at its sole discretion.

- 5.7** No Remuneration shall be paid to the Introducing Broker for trading which is related to or has a sign of "churning" or other unacceptable practices, which the Company determines at its sole discretion. Churning is commonly known, but not limited to, as

the practice of executing trades by and/or through a Referred Client(s) account(s) for the sole purpose of generating Remuneration for the Introducing Broker due to the frequent opening and closing of orders on the Referred Client(s) account(s) with no economical purpose. In case if the Company determines that Introducing Broker or Referred Client is involved in churning and that any Remuneration was paid as a result of churning or other unacceptable practices, the Company reserves the right to suspend or cancel (partially or completely) Remuneration paid to the Introducing Broker for such Referred Client(s) and any other amounts resulting therefrom and apply other measures set out in p. 5.6.

- 5.8** Nothing in this Agreement shall constitute a partnership or joint venture between the parties or constitute either party hereto the employee or agent of the other and, in particular, shall not constitute the Introducing Broker as the agent of the Company for any purpose. For the avoidance of doubt, nothing in this Agreement shall restrict the rights of the Company or any of its affiliates, distributors or introducers or appointed representatives to market and trade the Products without reference to the Introducing Broker and the Company contracts with the Introducing Broker pursuant hereto on a non-exclusive basis.

The Introducing Broker's Rights and Responsibilities

- 5.9** In connection with the performance of its obligations pursuant hereto, the Introducing Broker undertakes at all times:
- to only make available written information, including but not limited to, website banners, promotional materials, literature, advertisements and documentation relating to trading and the Products (together, "Marketing Information"), to which the Company has given its prior written approval, and not to make any changes thereto;
 - to ensure that the Marketing Information complies with all Applicable Regulations (if any) in the Territory;
 - to promptly comply with any instructions from the Company to replace any Marketing Information with new or updated versions, and to comply with any instructions from the Company to destroy or to cease to publish or otherwise use outdated versions of such Marketing Information;
 - not to make or give, or purport to make or give, any promises, warranties, guarantees or representations on behalf of the Company and not to make any untrue statement or misrepresentation with regard to the Products or the Company;

- not to make any commitment or incur any liability on behalf of the Company or in any way to pledge or purport to pledge the credit of the Company or to accept or make any contract binding upon the Company;
- not to provide any information to the press in relation to the Company or the Products, and not to respond to requests for information or questions from the press and to refer all such requests and enquiries to the Company.

- 5.10** The Introducing Broker agrees and undertakes to give notice in writing on all Marketing Information and its website or the webpage in the following form to ensure that, prior to introduction to the Company, each Potential Client is properly informed of the relationship between the Introducing Broker and the Company: “Please note, this is not an official website of MarketsVox”, “This information or material is published by the [Introducing Broker name], who is the Introducing Broker of the MarketsVox”, “The MarketsVox’s official website is www.marketsvox.com” or of the similar nature.
- 5.11** The Introducing Broker agrees not to act in any way so as to suggest or indicate to a Potential Client or Referred Client that it is conducting its other business activities, if any, on behalf of the Company or that the Company has approved, is liable for, or is in any way connected with that business. The Introducing Broker shall not make or enter into any contracts or commitments or representations or incur any liability or expenditure for or on behalf of the Company.
- 5.12** All funds, margin, security and collateral must be transmitted to/from the Client directly from/to the Company and the Introducing Broker undertakes not to accept any monies or collateral from a Client or to extend any guarantee or security to a Client.
- 5.13** The Company is not a provider of investment advice and Introducing Broker shall under no circumstances provide an investment advice to the Potential Clients of Referred Clients. Under investment advice the Company understands making a personal recommendation either upon the request or at the initiative of the Introducing Broker, which relates to:
- specific Products or financial instruments;
 - specific Trades or trading operations;
 - the merits/benefits of buying or selling the specific financial instruments.
- 5.14** The Introducing Broker acknowledges that the Company may, at any time during this Agreement, take any action to protect a Client Account and the Company shall have no obligation to the Introducing Broker in respect thereof.

6. Intellectual Property

- 6.1** The Company permits the Introducing Broker, subject to the terms and conditions set out herein, during the term of the Agreement to use the “MarketsVox” trademark and website content (together, “MarketsVox Content”) on the Introducing Broker’s website in such manner as the Company and the Introducing Broker agree from time to time, in each case for the purposes of the performance of its obligations pursuant hereto only.

Intellectual Property Rights

- 6.2** The Introducing Broker acknowledges and agrees that the MarketsVox Content and all copies thereof (whether in machine-readable or printed form and howsoever and wheresoever arising) and all copyright, database rights, patents, trade secrets, trademarks and other proprietary or intellectual property rights of any nature whatsoever therein, including, without limitation, compilations or collective works and all related technical know-how and all rights therein including developments or improvements thereto whether or not evolving as a result of the Agreement and/or the Introducing Broker’s performance of its obligations hereunder (together, the “Intellectual Property”), are and will remain the sole property of the Company and that this Agreement does not grant the Introducing Broker any rights to, or in, Intellectual Property other than as expressly granted by its terms.
- 6.3** The Company reserves the right to grant licenses or to use or otherwise exploit the Intellectual Property to any other person or body.
- 6.4** The Introducing Broker shall not, during or at any time after the expiry or termination of the Agreement, in any way dispute or question or take any action to jeopardize, limit or interfere in any manner with Company’s ownership of and rights with respect to the Intellectual Property. The Introducing Broker shall have only those rights in or to the Intellectual Property expressly granted to it pursuant to the Agreement.
- 6.5** The Company permits the Introducing Broker, subject to the terms and conditions set out herein, during the term of the Agreement to access the Intellectual Property, for the purposes of the performance of its obligations pursuant hereto only.
- 6.6** The Introducing Broker undertakes only to use the Intellectual Property in the manner and for the purposes as set out in the Agreement and only to the extent permitted by the applicable law to the Introducing Broker.
- 6.7** The Introducing Broker undertakes that it will not itself or through any subsidiary, agent or any third party to use the Intellectual Property or any part thereof for any

improper or unauthorized purposes or take any action which is reasonably likely to bring the Company into disrepute or transmit or use the Intellectual Property or its content in violation of this Agreement, or any applicable law, rule or regulation, or the rights of any third party.

- 6.8** The Introducing Broker undertakes that it shall not, and will procure that its employees, officers, directors and agents shall not, remove or alter any trademark, trade name, copyright, or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Intellectual Property.

7. Remuneration

- 7.1** In consideration of the introduction of Potential Clients to the Company and the undertakings given by the Introducing Broker pursuant hereto, the Company agrees to pay to the Introducing Broker a Remuneration for each closed Trade conducted by the relevant Referred Client with the Company upon the Trade closure. Such Remuneration shall be calculated in accordance with the basic conditions as published on the Company's website or according to the specific terms agreed with the Introducing Broker.
- 7.2** For the purposes of calculation of Remuneration all closed Trades made by Referred Clients that meet the criteria of Minimum Trade Time shall be included regardless of being profitable or not. Minimum Trade Time is the minimum time that the order shall stay open, which is 2 (two) minutes. No Remuneration shall be paid to the Introducing Broker on Trades made within less than 2 (two) minutes.
- 7.3** The Remuneration will accrue on a daily basis and will be credited to the Introducing Broker's wallet and cleared Remuneration will be available for withdrawal by the Introducing Broker in accordance with Company's usual withdrawal procedures, save that if any Referred Client is in breach of any of any part of the Client Services Agreement at any time, the Company reserves the right to withhold from the Introducing Broker any Remuneration that would otherwise have accrued in relation to the defaulting Client (up to a maximum of the default amount) until such time as the breach has been remedied, if that is possible.
- 7.4** If any tax is payable on the Remuneration, this amount of tax will be for the Introducing Broker's account and will not be paid or payable by the Company, and the Introducing Broker agrees and undertakes to indemnify and hold harmless and keep indemnified and held harmless the Company for any and all taxes, assessments and charges, costs and penalties levied upon the Introducing Broker in connection with the Remuneration.

- 7.5** The Company is not liable for any costs or expenses incurred by the Introducing Broker or for providing the Introducing Broker with any premises, data systems, secretarial, book-keeping or record keeping services to assist the Introducing Broker in performing its duties set out herein.
- 7.6** If required by the FSA, details of the Remuneration payable under this Agreement will be supplied to any Referred Client on request and notice of their entitlement to this information will be sent to the Introducing Broker. The Introducing Broker also agrees to disclose details of the Remuneration payable to it under this Agreement where a Client makes such a request.
- 7.7** If the Introducing Broker becomes inactive and has not introduced any new Clients during the period of 90 consecutive days, the Company reserves the right to change terms and conditions of payment of Remuneration, Remuneration amount and other conditions at its sole and absolute discretion.
- 7.8** Where the Introducing Broker has been found in breach of the terms and conditions of this Agreement, the Company may withhold, suspend, or cancel partially or in full, the Remuneration gained by the Introducing Broker as a result of such breach. The Introducing Broker shall have 3 business days from receipt of Company's notice to this effect to rectify his breach failing which the Company may proceed with the action described in this clause.

8. Force Majeure

- 8.1** Neither Party will be under any liability to the other in respect of anything which, apart from this provision, may constitute breach of the Agreement arising by reason of force majeure, namely circumstances beyond the control of such party, including but not limited to, acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority; failure of a utility service or communications network inability to supply materials, breakdown of equipment and labor disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties to the Agreement or any other employer).
- 8.2** If either party is prevented from performing its obligations for a continuous period in excess of three months, either party may terminate this Agreement forthwith upon service of written notice upon the other party.

- 8.3** The party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of force majeure shall use reasonable endeavors to bring the force majeure event to a close or to find a solution by which the Agreement may be performed despite the continuance of the force majeure event.

9. Termination/Closing Procedure

- 9.1** The Introducing Broker may terminate this Agreement by giving the Company a notice being sent to support@marketsvox.com.
- 9.2** The Agreement may be terminated by the Company with immediate effect in cases where:
- the Introducing Broker has been found in breach of the terms and conditions of this Agreement;
 - the termination of same is required by a regulatory or court order.
- 9.3** The Company may terminate the by giving five (5) Business Days' written notice to the Introducing Broker.
- 9.4** Should this Agreement be terminated, the Client Services Agreement shall not be affected by this termination and shall remain in full force and effect unless terminated by the same notice.
- 9.5** In the case of termination of the Client Services Agreement, this Agreement shall terminate automatically.