



**TIOMARKETS
BUSINESS INTRODUCER AGREEMENT**



1. INTRODUCTION

This is an Agreement between TIO Markets Ltd and the Business Introducer. TIO Markets Ltd is a Saint Vincent and the Grenadines company with registration number 24986 IBC 2018, registered at Suite 305, Griffith Corporate Center, Beachmont, P.O. Box 1510, Kingstown, Saint Vincent and the Grenadines. The Introducing Broker shall introduce clients to TIO Markets Ltd as per the terms and conditions stated below.

2. DEFINITIONS

“**Client**” means a client of the Company introduced by the Referring Party.

“**Account**” means a trading account that is established by a Client introduced to the Company by the Referring Party, with the Company.

“**Company**” means TIO Markets Ltd or any other Company in the Group

“**Data Protection Legislation**” means all privacy laws applicable to any personal data processed under or in connection with this Agreement, including, without limitation, the Data Protection Directive 95/46/EC (as the same may be superseded by the General Data Protection Regulation 2016/679), the Privacy and Electronic Communications Directive 2002/58/EC and all national legislation implementing or supplementing the foregoing and all associated codes of practice and other guidance issued by any applicable data protection authority, all as amended, re-enacted and/or replaced and in force from time to time;

3. PURPOSE OF THE AGREEMENT

3.1 The present Business Introducer Agreement (hereafter “the Agreement”), sets forth the terms and conditions of the relationship between the Company and the Referring Party, who will introduce clients to the Company on a fully disclosed basis to trade in financial instruments, in accordance to the terms set forth in section 7 of this Agreement.

3.2 The Agreement, along with its appendices which constitute an inseparable part of the Agreement, the Client Agreement, Subscription T&C, Privacy Policy and order Execution Policy which are available on the Company’s website, constitute the entire agreement and understanding of the parties and supersedes any previous agreement or agreements (whether oral or written) between the parties relating to the subject matter of this Agreement. The parties acknowledge and agree that in entering into this agreement, they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this Agreement.

4. DURATION



4.1 This agreement shall commence with the electronic signature of its conditions by the Referring Party and shall continue in force subject to termination by:

- (a) either party giving to the other notice in writing of not less than 10 days and
- (b) in accordance with clause 21.

5. AMENDMENTS

5.1 The Company reserves the right to amend the terms of the Agreement at any time without prior consent by the Referring Party. Any amendments will be communicated to the Referring Party in a written form via e-mail. If the Referring Party does not object to such amendments within 5 (five) business days upon receipt of the aforementioned email, the Company will reasonably assume that the Referring Party has accepted and agreed to the amendments.

6. SERVICES OF THE COMPANY

- 6.1** At its sole discretion, the Company shall proceed with the opening of Accounts to the clients introduced by the Referring Party, provided that such clients meet the qualifications and suitability standard criteria set out in the Company's Client and in accordance with its internal policies.
- 6.2** The Company will provide services to clients introduced by the Referring Party in accordance with the Company's Client Agreement
- 6.3** The Company agrees to provide a license to the Referring Party to use trading software, forms, literature, newsletters, market reports and/or any other informational material provided to the Referring Party by the Company.

7. SERVICES PROVIDED BY THE REFERRING PARTY AND OBLIGATIONS THEREOF

7.1 The Referring Party shall:

- a.** Introduce Clients who fully meet the qualifications and suitability standards of the Company on a fully disclosed basis.
- b.** Recommend the Company's trading services to the Referring Party's clients and any other persons who make an enquiry to the Referring Party relating to the Trading Services of the Company (all such clients and other persons being "Prospects");
- c.** Fairly and accurately describe the Company and its profile according to information provided by the Company only.
- d.** Provide to each Prospect all such documentation and information that the Company may from time to time reasonably require. The Referring Party shall not distribute any documentation or information related to the trading services of the Company to any third party, unless the distribution of such information has been approved in writing by the



Company; For the purposes of the present Agreement, as third party shall be considered any person or legal entity which is not a part of this Agreement.

- e. For the purposes of distribution of any information and/or documentation to any third party, upon the written approval received from the Company, the Referring Party has no right to amend the text and/or information and/or documentation in any way, with minor amendments included, without prior informing the Company on the proposed amendment and obtaining the written consent of the Company to proceed with it.
- f. Maintain ethical practices, high standard of business and conduct its business at all times in such a manner so as to reflect favourably on the Company.
- g. At all times comply with all laws and regulatory rules applicable to the Company.
- h. Comply with any business-related instruction, terms or directions given by the Company in relation to the Referring Party's services.
- i. Authorise the Company to inspect or conduct any due diligence it may require from time to time, without any limitation on means of investigation.
- j. Not make any misleading, untrue or inaccurate statement representations or warranties to any Client and/or third party nor omit to state any fact or give any information to a Client and/or third party the omission of which would make the given information being unfair, unclear and misleading.
- k. Notify the Company orally and in writing upon receipt of any Client complaints or pending or threatened action raised against the Company in connection with any alleged errors and/or corrections and/or any other matters on any Client Account.
- l. Not use any of the trademarks, trade names, logos, get up or other insignia of the Company in any matter whatsoever without the prior express written consent of the Company and then on such terms as the Company may specify;
- m. Not act in any manner which would or might damage the standing or reputation of the Company;
- n. Provide reasonable information and assistance to the Company in connection with any Prospects.
- o. Not sign up immediate family members and/or breach any of the provisions under the Company's Conflict of Interest Policy as amended from time to time.

7.2 The Referring Party represents and warrants to the Company that it is and shall continue to be (throughout the duration of this agreement) duly authorized to perform this agreement in compliance with all laws and regulatory rules applicable to it. Particularly, (but without limitation) the Referring Party represents and warrants the Company that it will only solicit Prospects (and any other persons who may require the trading services of the Company) in compliance with all laws and regulatory rules of any relevant jurisdiction and with the benefit of all appropriate registrations, licenses and/or other required authorizations.

7.3 The Referring Party acknowledges that the arrangements contained in this agreement are not exclusive to the Referring Party and that the Company may enter into similar arrangements with other persons (including competitors of the Referring Party). The Company may from time to time by written notice to the Referring Party notify the Referring Party that the Referring Party shall not refer Prospects from any particular geographic region or sector. The Referring Party shall abide by any such notice and this



agreement shall not apply to any Prospect (or person who might otherwise be a Referred Client) from such a geographic region or sector.

8. REMUNERATION

- 8.1** For the purposes of this agreement a “Referred Client” means a Prospect who (during this agreement) as a result of a referral by the Referring Party to the Company opens an Account with the Company, but excluding any person who has at that time or previously had an Account with the Company especially if the Prospect in person has an existing relationship with the Company.
- 8.2** The Company offers to the Referring Party a remuneration package which consists of quantitative and qualitative criteria. Taking into consideration a range of factors that reflect the Referring Party’s professional conduct with both the Prospects and Referred Clients, the Company will during this agreement pay the amounts set out in the **IB Appendix A** (“Commission”) in respect of each CFD trade and/or Forex trade opened or closed by a Referred Client with the Company in the course of the Trading Services during this agreement. The Company shall be entitled to reduce from time to time the amount of remuneration to reflect any increased cost to the Company in providing the Trading Services which cost is imposed by any law or regulatory rule
- 8.3** If during this agreement the Referring Party introduces any other person or legal entity to the Company (who is not already an existing client of the Company) and (as a direct result) the Company enters into an agreement with that other person or legal entity (hereafter “Other Introducer”) on the same or similar terms as this agreement, then the Company shall be entitled to reduce the amount of remuneration to reflect any increased cost to the Company in providing the trading services and which cost is imposed by any law or regulatory rule or any other expenses and/or damages the Company may suffer as a result of the actions of the Referring Party.
- 8.4** The following procedures will apply to all referrals and introductions of the Referring Party under this Agreement:
- a.** The Company will pay any Commission and/or Additional Commission due under this agreement monthly in arrears.
 - b. All remuneration is stated inclusive of VAT, where applicable.**
 - c.** The Company shall be entitled to deduct and withhold from any remuneration any tax or other amount it is required by any law or regulation to so deduct or withhold and any other amount payable by the Referring Party to the Company under this agreement.

9. INDEMNITY AND EXCLUSION OF LIABILITY



- 9.1** The Company shall be entitled to accept or reject and deal with Prospects, in its absolute discretion; the Company has no obligation to offer any remuneration to the Referring Party for any Prospects that the Company has rejected.
- 9.2** The Company does not accept responsibility for any act or omission of the Referring Party in the carrying out of the Referring Party's business or otherwise.
- 9.3** The Referring Party shall indemnify the Company on demand against all costs claims losses damages liabilities and expenses whatsoever and howsoever arising which the Company may suffer or incur arising out of (a) any fraud, misrepresentation and/or breach of this agreement by the Referring Party,(b) any advice or any misleading information considering the products and services of the Company given to any third person by the Referring Party and (c) any claim action or proceeding to which the Company may be a party (including any between a third party and the Referring Party) relating to any act or omission of the Referring Party.
- 9.4** Neither party shall be: required to do any act or thing which would be in breach of any law or regulatory rule applicable to it; deemed to be in breach of this agreement by reason of doing any act or thing or omitting to do any act or thing in order to comply with any law or regulatory rule applicable to it; liable to the other for any special, indirect or consequential loss or damage (including without limitation any loss of revenue, business, data, profit, anticipated profit or goodwill) however caused, arising out of or in connection with this agreement., unless such loss or damage derived from a wilful breach of the law and/or a clause of the present Agreement.
- 9.5** Nothing in this agreement shall exclude or limit either party's liability for fraud.

10. RELATIONSHIP BETWEEN THE PARTIES

- 10.1** The Referring Party is strictly not authorized to act as an agent, appointed representative or as any authority of the Company. The Referring Party will not make any recommendation, give advice, accept any commitment and/or guarantee and/or accept any responsibility on any matter whatsoever for or on behalf of the Company.

11. COMPLIANCE, SUPERVISION AND DUE DILIGENCE

- 11.1** The Company will diligently supervise the activities of its Referring Party, to comply with the Company's terms as well as local regulations.
- 11.2** The Referring Party must immediately notify the Company in writing of any material claim against the Referring Party, whether such claim was raised by a Client or any local regulatory authority.
- 11.3** The Referring Party acknowledges that it may not accept funds from the Clients but must instruct the Clients to send the funds directly to the Company.



- 11.4** The Referring Party may not conduct discretionary trading on behalf of the Clients without a signed power of attorney from such Clients, which must be pre-approved by the Company.
- 11.5** The Company will not be liable to the Clients for any advice, decision and/or recommendation given or made by the Referring Party to any Client and the Referring Party will indemnify the Company from any loss and/or liability arising from any such advice, recommendation, default or neglect by the Referring Party in relation to any customer services.

12. LIQUIDATION OF POSITIONS

- 12.1** The Company reserves the right to liquidate any or all open positions on Accounts introduced by the Referring Party in the event of, but not limited to, the following occurrences:
 - a.** Insufficient margin to protect the position(s) in the Client Account;
 - b.** Equity to margin ratio is equal or less than 20% of the Margin or Leverage Requirement

13. MARKETING AND ADVERTISING

- 13.1** The Referring Party, under no circumstances, will use the Company's name, logo and/or website, whether for information or for educational purposes, except with the prior authorization of the Company and only for the purposes of this Agreement.
- 13.2** The Referring Party will not advertise and/or circulate to Clients or any third parties any written information concerning the Company without the prior written approval of the Company.

14. CONFIDENTIAL INFORMATION

- 14.1** Each party will keep confidential all confidential and/or trade secret information of the other disclosed to it in relation to or in the course of this agreement and shall use them only to perform this Agreement, and disclose it only to those of its employees and/or authorized representatives who have a need to know such information to perform this agreement and no other third party and shall not after termination of this agreement use or disclose any confidential information for any reason.
- 14.2** Clause 16.1 shall not prohibit the use or disclosure of information: which is in or comes into the public domain without breach of this agreement by the recipient thereof ("the Recipient"); which is lawfully acquired by the Recipient from any third party who did not directly or indirectly acquire the same from the party to this agreement disclosing the same ("the Disclosing Party") subject to any obligations of confidentiality; which is not of a confidential or trade secret nature; if and to the extent required by any law or regulatory rule, provided that unless not practicable/permmissible in the circumstances



the Recipient shall give the Disclosing Party notice of any such proposed disclosure before the same is made.

- 14.3** The Referring Party will keep confidential and will not disclose to anyone except with the prior written approval of the Company, during and subsequent to the relationship with the Company, all material information it receives during the course of business with the Company, including, but not limited to, Client information, strategies, future plans and anything else related to the business of the Company which shall be deemed as confidential.

15. PROPRIETARY RIGHTS

- 15.1** The Referring Party acknowledges that the material, equipment and/or trading software provided by the Company to the Referring Party and the Customers introduced by the Referring Party aims to facilitate and enhance the efficiency of transacting business with the Company and under no circumstances does it create any third party rights. All logos, material, information and/or any other facilities provided to the Referring Party by the Company are a property of the Company.
- 15.2** Upon termination of this Agreement by either party, the Referring Party will return to the Company all proprietary information the Referring Party might have in his/her/its possession.

16. DATA PROTECTION, DATA SECURITY AND ELECTRONIC MAIL

- 16.1** The expressions "data controller", "processing", "personal data", "data processor", "data subject" and "subject access request" shall bear their respective meanings given in the Data Protection Legislation and any other grammatical forms of those expressions shall be interpreted accordingly.
- 16.2** The Referring Party warrants to the Company that it has made the appropriate notifications and has complied with the notification provisions under the Data Protection Legislation in respect of your obligations under this Agreement and that performance of its obligations under this Agreement shall not breach or contravene such notification, nor cause the Company to breach its requirements under the Data Protection Legislation.
- 16.3** The Company will hold personal data about the Referring Party or any person employed by the Referring Party and relating to its dealings with the Company on the Company's database for the purpose of providing the Company, paying the Referring Party any due business introduction fees, maintaining the relationship between the two parties and for regulatory issues. The Company will use this personal data to manage the ongoing relationship, to provide the Referring Party with information and to administer the Referring Party's account with the Company. The Company may carry out credit and / or reference checks on the Referring Party or any other director, partner or employee of the Referring Party. By accepting a relationship with the two parties, the Referring Party and any other director, partner or employee of the Referring Party agree to these checks



taking place throughout the duration of the relationship where the Company, in its sole opinion, feels it is necessary to do so.

- 16.4** The Company will keep the Referring Party's personal data (and the Referring Party's employees' personal data) for a reasonable period. The Company may also share the Referring Party's personal data (and the Referring Party's employees' personal data) with its service providers, agents and with third parties such as auditors, other financial institutions and legal and regulatory bodies
- 16.5** The Company may contact the Referring Party by mail, phone, fax, email or other electronic messaging with further offers, promotions and information about products and services which may be of interest to the Referring Party. By giving the Company the relevant contact details for fax, phone and email the Referring Party consents to receiving contact by these methods. However, if at any time the Referring Party objects to marketing contact by any of these methods, it shall inform the Company immediately.
- 16.6** The Company may monitor and record phone calls and keep them for the purposes of training and quality assurance and to ensure we have an accurate record of instructions.
- 16.7** To provide the services under this Agreement, it may be necessary to transfer the Referring Party's or the Referring Party's employees' personal data to countries that provide a different level of data protection from Saint Vincent and the Grenadines. In such circumstances, the Company will ensure that the relevant country has an adequate level of protection as required by the General Data Protection Regulation.
- 16.8** The Referring Party must keep secure all security information which it uses to access information provided by the Company, both on its systems and/or any third party's systems. Security information may include, but is not limited to passwords, digital identifiers/certificates and encryptions. The Referring Party must inform the Company as soon as it become aware of anyone ceasing to be eligible to access any of the Company's systems to which the Referring Party has access.
- 16.9** Where the Referring Party chooses to deal with the Company online, the Referring Party's may be subject to additional terms and conditions relating to the Company's online services which can be found on the applicable website.
- 16.10** Email communications are not necessarily secure and may be intercepted or changed after they are sent. The Company does not accept any liability where such communications are changed or are not delivered.
- 16.11** The Referring Party must ensure that it has adequate security measures in place (including but not limited to any measures the Company asks the Referring Party to take) and that the appropriate measures are in place to prevent harmful viruses being sent to the Company electronically.

The Customer's Personal Data

- 16.12** The Referring Party warrants to the Company that, where the Referring Party collects the Customer's personal data, which it subsequently transfers to the Company, that:
 - 16.12.1** The Referring Party has collected such data fairly and lawfully;
 - 16.12.2** The disclosure of such data to the Company is fair and lawful; and



- 16.12.3** That use of such personal data by the Company for the purposes of carrying out its obligations under this Agreement will not breach the Data Protection Legislation.
- 16.13** The Company and the Referring Party acknowledge that in some circumstances they are both data controllers of the personal data processed in respect of the Customers under this Agreement and to the extent that both parties are deemed to be joint data controllers, both parties shall comply with the Data Protection Legislation in respect of such personal data. If a party receives a subject access request in relation to personal data held by the other, the other party holding such personal data shall do all things as are reasonably necessary to assist the party in receipt of the subject access request to perform such compliance obligations.
- 16.14** If the Referring Party is unsure what its obligations are or how the Data Protection Legislation applies to it or its organization, the Referring Party can seek further guidance from the Information Commissioner of its country and / or seek professional legal advice. Please note the Company is not able to advise the Referring Party on its obligations under the Data Protection Legislation.
- 16.15** To the extent that the either the Company or the Referring Party is acting as a data processor on behalf of the other, the party acting as data processor shall:
- 16.15.1** Bring into effect and maintain appropriate technical and organisational measures to prevent unauthorised or unlawful processing of any personal data of the Customer and accidental loss or destruction of, or damage to, any personal data of the Customer, including but not limited to taking reasonable steps to ensure the reliability of employees having access to the Customer's personal data. Without prejudice to the generality of the foregoing such measures shall ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the Customer's personal data and the nature of the Customer's personal data to be protected;
 - 16.15.2** Only process the Customer's personal data on behalf of the data controller in accordance with, and for the purposes set out in, this Agreement and in accordance with instructions received from the data controller from time to time;
 - 16.15.3** Promptly notify the Customer about any matter which may cause the data controller to become non-compliant with the Data Protection Legislation applicable to the processing and provide such information about remediation as the data controller shall reasonably require;
 - 16.15.4** Promptly notify the data controller about any accidental or unauthorised access which may affect the Customer's personal data and provide such information about remediation as the data controller shall reasonably require;
 - 16.15.5** Not transfer the Customer's personal data without the prior written consent of the data controller;
 - 16.15.6** Allow representatives of the data controller to audit the data processor's compliance with the requirements of this clause 17 on reasonable notice



and/or, at the option of the data controller, on request to provide the data controller with evidence of its compliance with such requirements; and

- 16.15.7** Use all reasonable endeavours to assist the data controller to comply with any obligations imposed on the data controller by the Data Protection Legislation in relation to any of the Customer's personal data including without limitation: (1) providing the data controller with reasonable assistance in complying with any subject access request served on the data controller under the Data Protection Legislation; (2) promptly informing the data controller about the receipt of any subject access request received by the data processor in relation to the Customer's personal data processed pursuant this Agreement; and (3) not disclosing any of the Customer's personal data in response to a subject access request without first consulting with and obtaining the consent of the data controller.

17. INDEMNIFICATIONS

- 17.1** The Referring Party agrees to indemnify and hold the Company harmless from all losses, liabilities, damages, expenses, claims, proceedings and attorney's fees resulting from:
- a.** Any breach by the Referring Party of its duties under this Agreement;
 - b.** Any misrepresentation made by the Referring Party herein;
 - c.** Any Client Claims relating to the services provided by the Referring Party and the introduced Clients.
 - d.** Any debts or obligations arising from the Referring Party failing to comply with applicable local laws and regulations.

18. SEVERABILITY

- 18.1** If for any reason a court of law finds any provision under this Agreement to be invalid, such provision shall be ineffective to the extent of such invalidity, without affecting the remaining provisions of this Agreement.

19. HEADINGS

- 19.1** The paragraph headings in this Agreement are inserted for description purposes only and are not intended to limit the meaning of any of the Terms.

20. ENTIRE AGREEMENT

- 20.1** This Agreement and all attached Appendixes between the Company and the Referring Party constitute the entire agreement between the Company and the Referring Party.



The Company has made no representations or warranties other than those expressly provided within these Terms.

21. TERMINATION

- 21.1** Either party (the “Notifying Party”) shall be entitled at any time to terminate this Agreement upon giving 5 (five) days written notice to the other party:
- 21.2** During the 5 (five) days mentioned in clause 21.1, the Clients introduced by the Referring Party shall be serviced by the Company and may be assigned to another Referring Party to provide services for the Clients.
- 21.3** All remuneration due to the Referring Party up to the date of termination of the Agreement shall be paid to the Referring Party upon clearance of any Client obligation and settlement of all pending Client transaction. The Company may terminate this Agreement immediately by written notice to the Referring Party in the event the Referring Party does not comply with any of the following clauses:
- a.** The Referring Party does not comply with the terms set out in this Agreement.
 - b.** The Referring Party, in the Company’s sole and reasonable opinion, does not provide adequate services to Clients or at any point ceases to provide services to Clients as set out in this Agreement.
- 21.4** Forthwith, in the event that one of the party commits a breach of this agreement and (if capable of remedy) fails to remedy the other party such breach within 10 (ten) days of being required by in writing to do so (such notice to give reasonable particulars of the alleged breach); or
- 21.5** Forthwith, if any authority having jurisdiction over the business being conducted by this agreement or any authority of a territory or nation in which business contemplated by this agreement is being conducted establishes a regulatory scheme which in either party’s sole discretion would make compliance with the terms of this agreement unfeasible;
- 21.6** Forthwith, if the other party, or any of its officers, directors, members, managers or principals, has been found by a judicial body or regulatory agency to have perpetrated fraud or any other act of theft or dishonesty or have been accused of a crime, if that fraud, theft, act of dishonesty or crime is of such notoriety as would bring disrepute to either party;
- 21.7** Forthwith, if the other party has acted with disregard for the care and maintenance of client relationships.
- 21.8** Termination shall not affect accrued rights and remedies nor the continuance in force of any provision hereof which expressly or by implication is intended to survive termination unless those accrued rights derived from an illegal act and/or from a breach of a clause of the present agreement.
- 21.9** The Referring Party shall not be entitled to any remuneration in respect of any period after termination.



- 21.10** The Company shall not be prevented or restricted from dealing with Prospects and Referred Clients and Additional Clients after termination.

22. COMMUNICATIONS AND NOTICES

- 22.1** Notices and any other communication may be transmitted to the Referring Party via email, internal mail on any software or to the address on the Referring Party Application Form. All communications sent by any of the above delivery methods shall be deemed transmitted by the Company, whether received by the Referring Party or not.

23. FORCE MAJEURE

- 23.1** The Referring Party agrees that the Company will not be held liable for any costs, damages or losses caused by force majeure events, including, but not limited to, government restrictions, exchange or market rulings, suspension or delay of trading, war, civil disturbances, earthquakes, strikes, equipment failures, communication line failure, system failure, unauthorized access, theft or any problem, technical or other which may prevent the Referring Party or the introduced Client from entering or modifying an order or prevent the Company from acting on an online instruction, or any other events or conditions beyond the Company's control.

24. MISCELLANEOUS

- 24.1** This agreement shall not constitute a joint venture or partnership between the parties and neither of the parties is the agent of the other.
- 24.2** No Terms of this Agreement may be waived unless such waiver is in writing and signed by both parties. No oral or implied waiver shall be recognizable.
- 24.3** Both parties acknowledge and confirm that they have read, understood and agreed to the Terms of this Agreement
- 24.4** The Referring Party shall not without the prior express written consent of the Company assign, transfer, charge, sub-license or deal in any other manner with this agreement or any of its rights and/or liabilities under it. The Company shall be entitled to assign, transfer, charge, sub-license or deal in any other manner with this agreement or any of its rights and/or liabilities under it.

25. OFFICIAL LANGUAGE

- 25.1** This Agreement may be translated into other languages but, in the event of any inconsistency or ambiguity as to the meaning of any word or phrase in any such translation, the English version shall prevail.



26. GOVERNING LAW AND JURISDICTION

- 26.1** This Agreement is governed by the Laws of Saint Vincent and the Grenadines and the competent court for the settlement of any dispute which may arise between the parties shall be the District Court of the district in which the Company's headquarters are located.
- 26.2** Physical signature of this Agreement is not required.



IB Appendix A

- A.1.** The Company will pay the Referring Party a fixed fee on a per contract basis for the trades executed by the clients referred by the Referring Party. Contract sizes refer to the contract sizes per instrument as they appear on the Company's Trading Platforms.
- A.2.** For the purposes of this agreement, the term "**contract**" means a closed position. This does not include a fully hedged position where a client may be long and short of the same market.
- A.3.** If an error is made in the calculation of your remuneration, the Company reserves the right to correct such calculation at any time and to reclaim any overpayment made by the Company to the Referring Party (including, without limitation, by way of reducing future payments which might otherwise be due to the Referring Party from the Company from time to time).
- A.4.** Further to that, the Company is offering 3 different Account types to its Clients: Standard, VIP and VIP Black. The commissions stated in the table of Appendix A above are payable by the Company to the Referring Party for Clients who trade with the Standard Account.
- A.5.** While every effort is made during the account opening process to verify the authenticity of new accounts and subsequently their payments to the Company, the Company cannot be held responsible for any fraudulent claims or charge backs originating from the Referring Party's introductions to the Company. As such the Company reserves the right to offset any such cost to the Company against payments owed to the Referring Party, until such loss is fully repaid.
- A.6.** All payments made by the Company either to the Referring Party are subject to the Company's internal policy and procedures on anti-money laundering and fraud. The Company has the right to withhold the payment if it is believed that by not doing so would lead to a breach in the law or the Company's statutory regulations.
- A.7.** Commission pay-outs are calculated monthly after the end of each calendar month. The relevant payment owed to the Referring Party by the Company will be paid out (in accordance with this agreement) within 10 business days from the end of the relevant calendar month. Such payments shall be paid in US Dollars inclusive of VAT, where applicable. Payments are made by the Company directly into the Referring Party's TIO Markets Wallet. Commissions paid out into wallets denominated in currencies other than USD, shall be converted in accordance with the Company's standard currency exchange policy to the receiving wallet's currency denomination.
- A.8.** The Company reserves the right to impose a minimum pay-out limit to the commission amount paid to the Referring Party. The minimum commission pay-out is set at \$100. Any monthly commissions less than \$100 will be subject to deferral of commission pay-outs to later months provided the cumulative amount will exceed \$100.
- A.9.** To combat cases of commission abuse and/or duplication, the Company reserves the right not to pay commissions to the Referring Party for:



- a. Trading from clients who already had accounts with the company prior to signing up duplicate profiles (accounts) through the Referring Party's tracking links.
- b. Trades where their clients have traded in and out of a position, either directly or indirectly through hedging, in less than 2 minutes.
- c. Any other trading strategy aiming to generate riskless commission revenues for the partner

The Company's Client Agreement(s) as found on its website(s), and as amended from time to time will apply fully to all clients introduced by the Referring Party.