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# INTRODUCING BROKER AGREEMENT

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## LIRUNEX INTRODUCING BROKER AGREEMENT

Introducing Broker Agreement (hereinafter the “**Agreement**”) defines the Terms and Conditions for cooperation between Partners and/or Introducing Brokers (hereinafter the “**Introducing Broker(s)**”) and Lirunex Limited (hereinafter the “**Company**”).

By acceptance of this Agreement, the parties are entering into a legal and binding agreement.

Acceptance of this Agreement can be obtained in any written form, including but not limited to signing a physical copy of the Agreement, a digital signature on the Agreement, a confirmation reply via electronic mail with the attached Agreement to the Company domain address, and/or any other forms deemed acceptable by the Company. The Company reserves the right to change, add, and/or remove the forms of acceptance at any time, with or without written consent to the Introducing Broker, prior to acceptance of this Agreement by the parties.

The Company, reserves the right to Change, Add and/or Remove the forms of acceptance at any point of time, with or without written consent to Introducing Broker, prior to Acceptance of this Agreement by the Parties.

### TERMS AND CONDITIONS

#### Chapter A: General Provisions

1. In accordance with the provisions of this Introducing Broker Agreement, the Introducing Broker has the right to attract new Clients for the Company only on the basis and under the terms of this Agreement.
2. The Introducing Broker may not use the name of the Company, the logo of the Company, or other Company symbols, including in advertising materials, forms, business cards, announcements, or publications without the written consent of the Company. The Introducing Broker may apply for such consent by sending an email to [support@lirunex.com](mailto:support@lirunex.com).
3. Any Introducing Broker who enters into an agreement with the Company to provide the services described herein, should obtain any authorization required and/or to be registered in his jurisdiction for the purposes of performing such activity, if required. The Introducing Broker should provide sufficient evidence of the relevant authorization and/or registration to the Company.
4. The Introducing Broker must ensure that any form of communication that he/she performs between the Introducing Broker and a Prospective Client for the purpose of referring a Prospective Client to the Company, must be fair, clear and not misleading. The Introducing Broker should ensure that the content of the marketing material and/or any other form of communication performed on his part with a Prospective Client is clear, fair and not misleading.
5. The Introducing Broker must only make use of the marketing material prepared by the Company and/or any marketing material that has been subject to pre-approval by the Company.
6. The Introducing Broker acknowledges that the Company has in place the oversight arrangements to monitor the ongoing activity of the Introducing Broker, this is to make sure that the internal control framework over the Introducing Broker activity is captured.
7. The Introducing Broker of the Company, primarily, needs to be a registered Client of the Company who exercises the rights and obligations as described in the Company’s Terms and Conditions.
8. The Introducing Broker may introduce Clients to the Company on a non-exclusive basis and should perform more in consultative role.

9. The Introducing Broker has the right to provide promotional activities online in favor of the Company using his/her own resources.
10. The Introducing Broker, when providing his services and promoting the Company through online means and/or referring clients to the Company should not use any means and/or practices which are conflicting with the applicable legislation of the jurisdiction of the Introducing Broker's residence and/or the applicable legislation and regulatory requirements under the Company's jurisdiction
11. The Introducing Broker may provide a Prospective Client with the necessary information about the Company, such as the Company's link directing to its website, registration number, address, contact details, terms of services etc.

## **Chapter B: Rights and Obligations of the Introducing Broker**

1. In order for any physical person or entity to become an Introducing Broker, the applicant must complete the relevant application procedure. It is up to the Company's discretion to accept or reject any applicant as an Introducing Broker or request additional information and/or documentation from the applicant for further review by the Company.
2. Upon approval of an Introducing Broker application and by acceptance of the present Agreement, the Company grants to the Introducing Broker a non-exclusive, non-transferable right to direct Prospective Clients to the Site and/or to its Affiliated Entities Sites, if different, subject to the terms and conditions of this Agreement, and the Company will provide the Introducing Broker with a Introducing Broker Link linked to the Site(s).
3. The Introducing Broker must act in compliance with the applicable legislation of his/her residence, as well as with the applicable legislation and regulatory requirements under the Company's jurisdiction.
4. The Introducing Broker undertakes the following:
  - i. To act in good faith and not make any false and/or misleading representations or statements in relation to the Company and/or its Affiliated Entities or the services provided by the Company and/or its Affiliated Entities that the Introducing Broker knows or ought reasonably to know are likely to prejudice or to bring into disrepute in any manner the Company's and/or its Affiliated Entities business or reputation or that of any of the Company's and/or Affiliated Entities' associates;
  - ii. To cooperate with the Company to review complaints by Clients introduced by the Introducing Broker;
  - iii. To cooperate with the Company and promptly submit any documentation and/or evidence required by the Company in relation to the dealings of the Introducing Broker with the Clients, involving the Company in any way whatsoever;
  - iv. Not knowingly do or commit (or permit to be done or committed) any act, matter or thing that the Introducing Broker knows or ought reasonably to know is likely to put the Company in breach of any of the provisions of the Client Agreement between the Company and/or its Affiliated Entities and the Clients or the provisions of existing legislation;
  - v. To cooperate with the Company and promptly submit any information and/or documentation required by the Company;
  - vi. To perform his/her obligations under this Agreement and otherwise conduct his/her business and affairs in accordance with such professional and ethical standards as are widely regarded as being best practice and in accordance with any applicable Laws or regulations. The Introducing Broker shall not take any steps which would cause the Company and/or its Affiliated Entities to fail to observe the standard of behaviour reasonably expected of persons in the Company's and/or of its Affiliated Entities position and will comply with all applicable Laws and rules and requirements applicable to the Introducing Broker or the Company and/or its Affiliated Entity and disclose to the Company promptly any complaint, regulatory investigation, or disciplinary action or any other development that may have a material impact on the Partner's ability to provide the services hereunder in accordance with provisions of existing legislation;

- vii. To provide the Company with all necessary information and documents about services rendered under this Agreement;
  - viii. To notify in writing the Company immediately of any actual or potential contravention of any such legal or regulatory requirements and the Company is entitled to assume that any necessary authorisation, license and/or consent remains in effect until the Introducing Broker notifies in writing the Company otherwise;
  - ix. To notify in writing the Company immediately if any actual or proposed judgment, order, or disciplinary sanction is imposed upon or entered against the Introducing Broker or any other action or claim is taken against him/her (including without limitation any pending litigation), in relation to his/her activities under the provisions of existing legislation which has, or may have, in the Company's reasonable opinion, a material adverse effect on the Company's and/or on its Affiliated Entities reputation or financial standing; and
  - x. To indemnify the Company against any loss or liability suffered by the Company and/or its Affiliated Entities as a result of the contravention of any legal or regulatory requirements on the part of the Introducing Broker or as a result of or related to the actions of the Introducing Broker during and after the Termination of the Agreement.
5. The Introducing Broker shall not:
- i. Contact or interact in any way with Prospective Client and/or Introduced Clients unless the prior specific consent of the Company is given;
  - ii. Accept money from Prospective Clients and/or Introduced Clients on behalf of or for the benefit of the Company and/or of its Affiliated Entities or trade on behalf of Introduced Clients;
  - iii. Make changes to any documents including the Company's and/or its Affiliated Entities legal documents and/or any Promotional Material;
  - iv. Make any representation or warranty concerning the Company and/or its Affiliated Entities except as authorised by the Company;
  - v. In his/her capacity as Introducing Broker, incur any liability on behalf of the Company and/or to its Affiliated Entities or in any way pledge or offer credit on behalf of the Company and/or on behalf of its Affiliated Entities or accept or enter into any contract binding upon the Company and/or of its Affiliated Entities.
6. The Introducing Broker/Master-Introducing Broker/Sub-Introducing Broker shall bear all costs and expenses of any kind of violations acquired in relation to the terms of this Agreement. Under no circumstances the Company shall be liable for any amounts other than the payment of commissions stated in the commission schedule.
7. The Introducing Broker agrees that in the event of a request by an Introduced Client to be unlinked from a specific Introducing Broker and/or be linked to another Introducing Broker, the Company and/or its Affiliated Entities reserve the right, at their sole and absolute discretion to fulfil such request and cease paying any Commission to the (previously linked) Introducing Broker in relation to this Introduced Client.

### Chapter C: Rights and Obligations of the Company

- 1. The Company and/or its Affiliated Entities retain the right to refuse registration as a Client to any Prospective Client introduced by the Introducing Broker.
- 2. The Company and/or its Affiliated Entities shall be the sole and exclusive proprietor of any personal data disclosed and/or related to the Introduced Clients.
- 3. The Company is committed to provide payment only to active Introducing Broker/Master Introducing Broker. Introducing Broker/Master Introducing Broker that has not generated Commission or acquired new Clients/Sub-Introducing Broker for past six (6) months would be deemed as inactive. The Company reserves the right to:
  - i. Remove the over-riding Commission structure and reset Commission payment only to direct Introducing Broker with revise Commission;

- ii. Remove the over-riding Commission structure and re-allocate all clients under the network to Lirunex direct clients structure.
  - iii. Terminate the commercial relationship with the Introducing Broker.
4. The Company may offer various Introducing Broker types from time to time with different commission levels. Criteria for upgrading Introducing Broker type may vary and are determined in the Company's sole discretion. The Company retains the right to refuse to change and/or upgrade the type of a Introducing Broker at its sole and absolute discretion. Furthermore, the Company reserves the right to change and/or downgrade the Introducing Broker type of a Introducing Broker at its sole and absolute discretion.
  5. The Company and/or its Affiliated Entities have the right to monitor the Introducing Broker's Site and request the Introducing Broker to make amendments as deemed necessary and the Introducing Broker is obliged to comply with such amendments.
  6. The Company undertakes to:
    - i. Fulfil its obligations under this Agreement in good faith;
    - ii. Save information about all Introduced Client transactions, for such period as may be reasonably required for the purposes of this Agreement;
    - iii. Pay Introducing Broker Commission for Introduced Clients, except in the following circumstances:
      - a) When the Client and the Introducing Broker are the same person/entity;
      - b) When the Introducing Broker acts in breach of the terms of this Agreement;
      - c) When one of the reasons mentioned in Chapter D, clause 7 prevails.

#### Chapter D: Payment of Introducing Broker Commission

1. For the services rendered under this Agreement, the Introducing Broker shall be compensated for each trading transaction performed by the Introduced Client assigned to the Introducing Broker.
2. The Introducing Broker Commission will be calculated for all closed trading transactions either instantly and be available within fifteen (15) to thirty (30) minutes within a twenty-four (24) hour period and will be available for withdrawal daily. The calculation of each Introducing Broker Commission shall be determined by the Company at its sole and absolute discretion.
3. The Referral or Sub-Introducing Broker should include in his/her registration procedure, the appropriate Introducing Broker Link created by the Company exclusively for the Introducing Broker for the purpose of bringing in Referral.
4. The Company will furnish the Commission Schedule via Email to the Introducing Broker.
5. The Commission Schedule may be reviewed and changed by the Company at any time and at its sole and absolute discretion. In such a case the Company will notify accordingly each Introducing Broker via e-mail.
6. In case the Introducing Broker does not agree to the changes in Commission Schedule, then the Introducing Broker should notify the Company by email within seven (7) business days from the date of receipt of such a notice from the Company, and the Agreement between the Company and the Introducing Broker will be terminated immediately. In case if the Introducing Broker does not notify the Company within 7 business days from the notice, it shall be deemed as an approval by the Introducing Broker to such change to the terms of payment.
7. Payment of Introducing Broker Commission may be delayed and/or customised and/or not be paid or annulled/cancelled or suspended in the following circumstances:
  - i. If the Introducing Broker Account or any other Account managed or controlled by the Introducing Broker or any of the Introduced Clients assigned to the Introducing Broker is considered by the Company at its sole discretion as suspicious;
  - ii. If the Company determines at its sole discretion that the Introducing Broker Commission is derived from activity related, directly or indirectly, to fraudulent or abusive or illegal or deceptive practices;
  - iii. The Introduced Client performs actions in bad faith for generating Introducing Broker Commission;

- iv. If the Introducing Broker Account, any Account maintained in the name of the Introducing Broker or attracted Introduced Client Account is blocked or placed in the archive in a manner required by sections of this Agreement or the “Temporary Block of the Client Account” and “Inactive and Dormant Client Accounts” of the Client agreement and General Business Terms between the Company and the Client if applicable. The provisions of this clause are applicable to the full period of archiving and/or blocking of a Introducing Broker Account and/or any Account maintained in the name of the Introducing Broker or Introduced Client linked to the Introducing Broker;
  - v. The results of the Introduced Client transactions are cancelled because they were executed at non-market quotations;
  - vi. When the Introduced Client's Account balance consists of only credits/bonuses;
  - vii. If any of the Introduced Client(s) does not fully comply with its obligations under the Client Agreement;
  - viii. The Introduced Client is not eligible to be a Client of the Company based on its internal policies and procedures and/or applicable Laws;
  - ix. The Introducing Broker and/or the Introduced Client has failed to satisfy any requests from the Company in relation to due diligence and/or know your customer (“KYC”) and/or similar requirements;
  - x. If the Company determines at its sole discretion that the Introducing Broker has breached any provision of this Agreement and/or performed any actions and/or omissions in violation of Laws and/or regulations.
  - xi. Where applicable, the Introduced Client trades in account types or instruments that do not generate Introducing Broker Commission.
8. When the restrictions are removed from an Introduced Client’s Account, the Commission payments to the Introducing Broker shall resume.
  9. The Introducing Broker Commission shall be paid to the Introducing Broker Account. Any other manner to pay the Introducing Broker Commission must be approved by the Company.
  10. The Introducing Broker undertakes to pay all tax, money transfer fees, currency conversion fees, and other mandatory payments.

#### **Chapter E: Promotional Material**

1. The Introducing Broker shall only use Promotional Material provided and approved by the Company in order to provide the services provided by the Agreement. Any other material created by the Introducing Broker and used for advertising, including but not limited to creatives, landing pages, domains, emails and more should be submitted to the Company for prior approval before launching.
2. Any Promotional Material that is created and/or provided by the Company and used by the Introducing Broker is exclusively owned by the Company and shall not be used by the Introducing Broker for any purpose outside the scope of the present Agreement unless the prior written consent of the Company is obtained.

#### **Chapter F: Promotional Restriction**

1. The Company and/or its Affiliated Entities, own worldwide registered and protected trademarks including without limitation “Lirunex” and the “Lirunex logo”. The Introducing Broker acknowledges that he/she is not allowed to register any kind of business that includes the trademarks of the Company and/or its Affiliated Entities.
2. The Company may give the Introducing Broker a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable right to use and display on the Introducing Broker’s Site the name,



- trademark and Promotional Material for free for the duration of this Agreement so that the Introducing Broker may fulfil his/her obligations under this Agreement, subject to the following:
- i. The Introducing Broker shall use the Company's name, trademark and Promotional Material to advertise the services provided by the Company and/or its Affiliated Entities on his/her website solely for the purpose of providing a link from the Introducing Broker's Site to the Site and fulfilling his/her obligations under this Agreement;
  - ii. The Introducing Broker may not call into question or dispute the Company's right to its name and trademark;
  - iii. The Introducing Broker may not perform any actions that may be considered by the Company as damaging the Company's business reputation, image or trademark;
  - iv. The Introducing Broker undertakes to observe the provisions of any applicable legislation and customary business practices regarding the protection of intellectual property rights and to cooperate with the Company to protect such rights;
  - v. The Introducing Broker undertakes to inform the Company in writing of all instances known to it in which the Company's right to its name and trademark are disputed or violated.
3. The Introducing Broker is not permitted to use the Company's and/or its Affiliated Entities' trademark in any paid search activity, whether this is in ad text, copy or display URLs without prior written approval by the Company and/or its Affiliated Entities.
  4. The Introducing Broker recognizes that the Company holds all rights to the Company's intellectual property and that all intangible assets related to the Company's and/or its Affiliated Entities' name and trademark and created as a result of the performance of this Agreement or by other means are the property of the Company.
  5. The Company may cancel the non-exclusive, non-transferable right to use the Company's and/or its Affiliated Entities' name, trademark and Promotional Material for free at any time, at its absolute discretion and without the need to provide any reasons for such cancellation.
  6. The Introducing Broker undertakes full responsibility of any legal representation and to pay all relevant fees, costs, expenses and fines in relation to any dispute, claim, action or proceeding relating to the intellectual property rights of the Company and/or its Affiliated Entities arising whatsoever directly or indirectly out of the Introducing Broker's activities, negligence, wilful default or fraud or breach of any of its obligations under this Agreement.

## Chapter G: Termination

1. The Company has the right to amend the terms of this Agreement whenever it might be deemed necessary and such amendments should be notified to the Introducing Broker via email. All changes to this Agreement will be automatically effective within seven (7) business days after the notification to the Introducing Broker.
2. The Company reserves the right to terminate this Agreement at any time, with or without cause, by giving the Introducing Broker Agreement five (5) days written notice by email and the Company is not obliged to provide any explanations for such a termination. The termination of this Agreement does not cancel any obligations of the Company or the Introducing Broker Agreement that may have arisen prior the termination of this Agreement.
3. If the Introducing Broker violates any of the terms of this Agreement, the Company will immediately consider the Agreement ineffective.
4. Upon termination of this Agreement, the Introducing Broker Agreement shall no longer be entitled to receive any payment with respect to any new traders.



5. The Introducing Broker has the right to terminate this Agreement by providing a written notice to the Company. The obligations of the Company are deemed to be fulfilled after full settlement with the Introducing Broker.
6. In the event of the death or mental incapacity of the Introducing Broker (if physical person) or one of the persons who form the Introducing Broker (if legal entity), all funds held by the Company or its nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).
7. Upon termination of this Agreement for any reason, Introducing Broker will immediately cease use of, and remove from Introducing Broker's website, all Marks of the Company, Banners and Text Links to the Site(s). Any domain which contains any of the Company's Marks shall be immediately transferred to the Company, at Introducing Broker's cost, upon termination of this Agreement with the Introducing Broker for whatsoever reason.

#### **Chapter H: Governing Law and Jurisdiction**

This Agreement shall be governed, construed, and enforced in accordance with the laws of Republic of Marshall Island. Each Party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to this Agreement will be brought exclusively before a court of law in Mauritius.

In the event of any inconsistencies between other languages versions apart from English version Lirunex Introducing Broker Agreement of this declaration, the English version shall prevail.