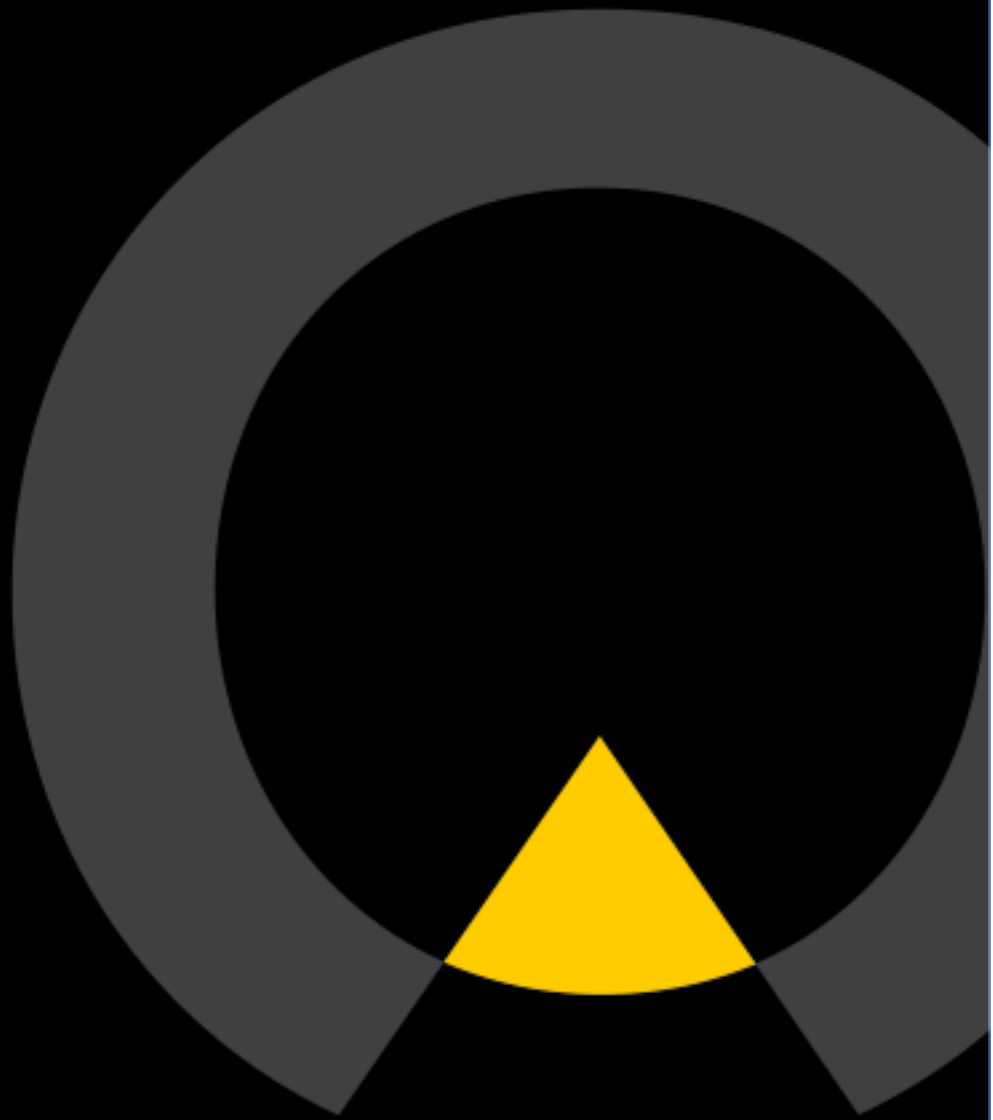


INFINOX Capital Ltd IB AGREEMENT



March 2018

INFINOX Capital Ltd
20 Birchin Lane
London
EC3V 9DU
www.infinox.com

INTRODUCING BROKER AGREEMENT

THIS AGREEMENT IS DATED:

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their duty authorised representatives as of the date first written above.

PARTIES INCLUDED:

1 INFINOX Capital Ltd (“INFINOX”)

a company incorporated under the laws of England and Wales, with its registered office at:
Birchin Court, 20 Birchin Lane EC3V 9DU, London

Print Name

Signature

2 “IB NAME”

Print Name

Signature



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RECITALS

- A INFINOX is authorised and regulated by the Financial Conduct Authority (“FCA”) and is engaged in the business of providing an execution only online trading platform, offering margin and commodities trading. This IB agreement is solely for straight through processing of forex, from here within referred to as Forex.
- B INFINOX and the IB wish to enter into an agreement under which the IB will introduce customers (each, a “Customer” and collectively, the “Customers”) to INFINOX for the purpose of INFINOX providing financial services relating to Customer (“Accounts”) subject to the terms and conditions set forth in this Agreement.

1 Services Provided by INFINOX with Respect to Accounts

- 1.1 INFINOX will maintain the Accounts in accordance with Applicable Law. As used herein, “Applicable Law” means all statutes, rules and regulations of applicable governmental authorities and self-regulatory organisations, including the constitution, by- laws and rules of any applicable foreign or domestic exchange or clearing organisation, and relevant trade customs and usages, as in effect from time to time and applicable to an Account, either of the parties hereto, and the transactions entered into hereunder.
- 1.2 INFINOX will facilitate customers to use Forex execution services.
- 1.3 Via the trading and account management interface, INFINOX will prepare and transmit to Customers reports of execution, margin reports, monthly statements, and such other documents as may be required by Applicable Law.
- 1.4 Within the account structure, INFINOX will hold funds deposited by customers in a segregated trust account in accordance with Applicable Law. INFINOX will not be obligated to pay interest on any cash held in segregation for customers.
- 1.5 INFINOX will perform all cashiering functions for the Accounts including, without limitation, receiving deposits and processing withdrawals for transactions in Forex, and transmission of margin calls directly to Customers.
- 1.6 INFINOX will maintain all original Account-related documents and agreements, and INFINOX will not be obligated to provide copies of such documents to the IB.



2 Services Not Performed by INFINOX with Respect to Accounts

- 2.1 INFINOX will not perform any of the following services or functions, and will have no liability to either the IB or third parties with respect to these services or functions:
- 2.1.1 Preparation of the IB's general accounting and payroll records, financial statements, or regulatory reports.
 - 2.1.2 Payment of sums due and owing by the IB to any Customer, regardless of whether such sums arise from or are attributable to any
 - 2.1.2.1 Financial transactions between the IB and such Customer;
 - 2.1.2.2 Funds borrowed by the IB from such Customer; and
 - 2.1.2.3 Judgment rendered against the IB by a court of competent jurisdiction or applicable regulatory authority (including, but not limited to, FCA) or market governing organisation, an arbitration decision rendered against the IB or a settlement of any lawsuit or other dispute.
 - 2.1.3 Payment of the IB's general business expenses.
 - 2.1.4 Payment of commissions to the IB's associated persons.
 - 2.1.5 Verification of information and instructions provided to INFINOX by the IB or by Customers. The IB acknowledges that INFINOX will be entitled to rely upon any such information or instructions which INFINOX, in its sole discretion, believes to be correct and bona fide.
 - 2.1.6 Compliance supervision of the IB or of the IB's associated persons (e.g., sales persons and supervisory personnel) and employees or agents.

3 Authorisations

- 3.1 INFINOX authorises the IB to provide any customer or person with factual information about the following ("Information"):
- 3.1.1 the Financial Services and or other services provided by INFINOX; including explaining the key features, risks, and benefits of the INFINOX platform;



- 3.1.2 any current marketing or promotional material, documents or information about INFINOX that has been issued by INFINOX and not withdrawn;
 - 3.1.3 details about how to contact INFINOX, including referral to the INFINOX website and account opening form;
 - 3.1.4 how to complete the INFINOX application form; and information relating to know your customer ("KYC") document requirements;
 - 3.1.5 disseminating INFINOX news, announcements, or current promotions.
- 3.2 The IB may also disseminate information to customers through distribution channels where information is, or is likely to become publicly available. This includes the broadcasting of factual information about INFINOX via the IB's website or other internet communications, contained within banners, links and other promotional materials as provided by INFINOX from time to time.
- 3.3 Where an IB provides information to customers about the key features of the INFINOX trading platform, the IB agrees not to provide selective information only, by providing information regarding the associated risks as well as information relating to the benefits.
- 3.4 When the IB provides information to customers or other persons it must not do the following:
- 3.4.1 provide any investment advice regarding the INFINOX trading platform or any other financial services provided by INFINOX
 - 3.4.2 publish statements or documents about the Financial Services unless the same have been supplied or approved in writing by INFINOX
 - 3.4.3 issue any of its own promotional materials, namely; advertisements, marketing letters/ emails or sales literature naming or referring to INFINOX or any of its affiliates without the prior written consent of INFINOX
 - 3.4.4 discuss the Terms and Conditions on which INFINOX will provide Financial Services to the person; and
 - 3.4.5 hold out to the person that the IBs authorised to supply Financial Services, on behalf of the INFINOX in any capacity, including via an appointed representative or tied agent relationship;



4 Relationship

- 4.1 The IB is the referrer of the customer it refers to INFINOX and in that capacity is not an agent of INFINOX. The IB is not a partner, employee, appointed representative or tied agent/ EEA tied agent of INFINOX.
- 4.2 The IB acknowledges and agrees that nothing in this agreement will be construed to create a joint venture, partnership, or agency relationship between INFINOX and the IB. The IB will be responsible and liable for all normal and usual business expenses incurred on its own behalf.
- 4.3 Any existing agreements between the IB and INFINOX are hereby cancelled except in respect of any pre-existing debts or benefits accrued under them.
- 4.4 The IB must not do or say anything that will or is likely to damage or diminish INFINOX 's business or reputation. This clause will survive expiry or termination of this Agreement.
- 4.5 The IB will not make any representations to Customers regarding INFINOX that are inconsistent with or in addition to the terms and conditions contained in this Agreement or in any other documents.

5 Obligations of IB with Respect to Accounts

- 5.1 The IB will not hold itself out as being INFINOX, an agent of INFINOX, or as being associated with INFINOX in any manner other than the IB relationship established pursuant to clause 3 of this Agreement.
- 5.2 The IB will make no report or statement (whether orally or in writing) to any Customer with respect to any transaction, position or other matter relating to a Customer's Account that is not in conformity with statements, reports and information furnished by INFINOX pursuant to this Agreement.
- 5.3 Subject to Section 1.6 above, the IB will keep and maintain such records and will file such reports.
- 5.4 The IB will notify INFINOX in writing, immediately upon receipt or obtaining knowledge of any Customer complaint or any investigation, inquiry or pending or threatened action by a regulatory or self-regulatory organisation to a Customer or an Account. INFINOX at its discretion will have the exclusive right to respond, adjust, settle or reconcile any Customer complaint, and any such remedial action taken by INFINOX will be binding upon the IB. INFINOX will make all reasonable efforts to advise and consult with the IB concerning any actions taken by INFINOX pursuant to this paragraph (5.4).



- 5.5 The IB will maintain or cause to be maintained in full force and effect any registration required of it and its employees under Applicable Law. The IB will diligently supervise the activities of its employees.
- 5.6 The IB will not guarantee any Customer against loss or a margin call in an Account or in respect of any transaction effected with or for such Customer.
- 5.7 The IB will, upon request, provide INFINOX with any information in the IB's possession with respect to any Customer.
- 5.8 In the event that the IB has requested wider spreads, these will be applicable to all their clients. It is the responsibility of the IB to inform their Clients of the wider spreads and the implications on trading. INFINOX are not responsible for any implications for open and closed trading positions as a result of the wider spreads. The IB should ensure that Clients have sufficient funds to meet any fluctuations in the market.

6 Services Not Performed by The IB with Respect to Accounts

- 6.1 The IB agrees that it will not accept or hold in its name any money, securities or property (or extend credit in lieu thereof) to margin, guarantee or secure any trades, Forex or positions effected or carried in any Account.
- 6.2 The IB will not be responsible for handling and resolving Customer inquiries and complaints relating to the Accounts and will immediately refer any such inquires or complaints to INFINOX.

7 Disclosure to Customers

INFINOX will inform Customers of the nature of the relationship between INFINOX and the IB in accordance with Applicable Law as defined in clause 4 of the Agreement.

8 Confidentiality

Each party will exercise reasonable care to prevent access to information regarding any other party, any of their respective directors, officers or employees, or Customers by unauthorised persons and will keep confidential any information it has concerning the foregoing or the business of the parties or any Customer. Notwithstanding the foregoing, each party will be held harmless for complying with any request for such information or documents by FCA, any contract market or other regulatory or self-regulatory organisation or pursuant to any court order or other legal process that such party, in its sole discretion, believes to be valid and effective. The party disclosing such information will give the party



subject to such disclosure prompt notice of the receipt of any such request for information, court order or other legal process.

9 Indemnification

- 9.1 The IB will fully indemnify, protect and hold harmless INFINOX, its directors, officers and employees from and against any and all manner of claims, demands, proceedings, suits or actions (whether in law or in equity) and liabilities, losses, expenses and costs (including reasonable accountants' and attorneys' fees) (collectively, "Loss") relating to or arising out of:
- 9.1.1 The IB's failure to perform its obligations under any agreement with INFINOX
 - 9.1.2 Any dishonest, fraudulent, negligent or criminal act or omission on the part of any of the IB, or any person acting on its behalf, with respect to the Accounts
 - 9.1.3 The IB's breach of any warranty made by him under any agreement with INFINOX; or
 - 9.1.4 The institution of any investigation, claim, suit, action, or other proceeding against INFINOX relating to or arising out of this Agreement by a Customer, any governmental authority or regulatory or self-regulatory organisation
- 9.2 Upon notice from INFINOX, the IB will promptly pay to INFINOX any amount owed to INFINOX under this Section 8. The IB further agrees that, if any person or entity has instituted a claim, suit, action, arbitration or other proceeding, or threatened to do so, against INFINOX which reasonably could expose INFINOX to Loss and that is related to an obligation of the IB under this Agreement, INFINOX may withhold an amount equal to the amount of any such claim from sums owed to IB by INFINOX or from any other funds, securities or other property owned by IB and on deposit with INFINOX for any purpose (including, without limitation, funds, securities or other property in any account of the IB) until such claim, suit, action, arbitration or other proceeding has been fully resolved to the satisfaction of INFINOX.

10 Compensation

INFINOX will pay the IB an amount as detailed in Schedule 1 for Forex executed in Customer Accounts introduced by the IB and as agreed from time to time by INFINOX. INFINOX will pay such commissions to the IB monthly on or about the 15th of each month, after deducting any amounts payable to INFINOX under this Agreement. Rebates are paid out providing agreed criteria are met as detailed on Schedule 1.



11 IB Customers

In the event this Agreement is terminated for any reason (other than a termination by INFINOX pursuant to Section 14.2), the parties agree that, for a period of six (6) months following such termination, INFINOX, its agents, employees, officers, directors, or representatives may not: -

- 11.1 in any way prohibit, delay or interfere with the transfer at the request of the Customer of any Customer Account introduced to INFINOX by the IB to another merchant or clearing firm other than INFINOX; or
- 11.2 induce any of the Customer Accounts introduced to INFINOX by the IB to continue such Account's relationship with INFINOX (it being understood that the provision of services by INFINOX in the ordinary course of business will not in itself constitute inducement except when offered by INFINOX in response to a Customer's decision to transfer all or part of its Account to another merchant or clearing broker with which the IB has established an IB or other customer referral relationship).

12 Representations, Warranties, and Covenants of the Referring Broker and INFINOX

12.1 The IB represents warrants and covenants as follows:

- 12.1.1 The IB is, and during the term of this Agreement will remain, in compliance with Applicable Law, including all applicable requirements of the FCA and each contract market or other regulatory organisation or bodies of which it is a member/ authorised by.
- 12.1.2 Any introductions by the IB which are not made in accordance with the terms of this Agreement (specifically clause 3), will be considered to be a breach of the Agreement, giving rise to immediate termination by INFINOX in accordance with clause 14.2 of the Agreement.
- 12.1.3 The IB has all requisite authority, whether arising under applicable laws and rules and regulations or the rules and regulations of any contract market or other self-regulatory organisation to which the IB is subject, to enter into this Agreement. Other than its registration as an IB and its authorisation by the FCA or other financial services regulator (if applicable), the IB is not required to provide notice to, file with, and obtain the authorisation of or any exemption or consent from any governmental authority, regulatory or self-regulatory organisation to perform its obligations under this Agreement.



- 12.1.4 The IB has policies and procedures in place to comply with its anti-money laundering obligations under Applicable Law and confirms that INFINOX acts in accordance with UK financial services laws etc and that INFINOX has relied on the IB on them to ensure that the IB has complied with all regulatory obligations subject to applicable law.
- 12.1.5 The IB confirms that they approached INFINOX in order to introduce customers and that in no way whatsoever did INFINOX seek to solicit business which is being referred or introduced to them.

12.2 INFINOX represents warrants and covenants as follows:

- 12.2.1 INFINOX is, and during the term of this Agreement will remain, duly authorised as a financial services company by the FCA. INFINOX is not required to provide notice to, file with, and obtain the authorisation of or any exemption or consent from any governmental authority, regulatory or self-regulatory organisation to perform his obligations under this Agreement.
- 12.2.2 INFINOX is, and during the term of this Agreement will remain, in compliance with all the applicable requirements of FCA and each market or other self-regulatory organisation of which it is a member.
- 12.2.3 INFINOX has all requisite authority, whether arising under applicable financial services laws or under the rules and regulations of any contract market or other self-regulatory organisations to which INFINOX is subject, to enter into this Agreement.

13 Non-Exclusivity

During the term of this Agreement, INFINOX or the Introducing Broker may, or may cause any entity controlled directly or indirectly by either of them, to enter into agreements with other persons for services that are the same as or similar to the services provided by INFINOX or the Introducing Broker under this Agreement.

14 Termination

- 14.1 Unless otherwise mutually agreed by the parties, this Agreement may be terminated by either party upon not less than thirty (30) days written notice.
- 14.2 Notwithstanding paragraph (a) above, this Agreement may be terminated immediately by any party if any of the representations or warranties or covenants of the other party test to be true or if any material duties, responsibilities or obligations are not duly and substantially performed by



the other party during the term of this Agreement. Should any party choose not to exercise its right to terminate this Agreement when such right is first available, such action will not be deemed a waiver of such right, and its legal or equitable remedies for any breach of the Agreement will remain in full force and effect.

- 14.3 The indemnification and payment obligations of the parties will survive termination of this Agreement.

15 Notices

For the purpose of delivery of any notice hereunder, the current address of INFINOX and the IB, are set forth below. Either party may change its address for notice purpose by giving written notice of the new address to the other party.

Notice will be given in writing and sent by registered or certified mail, personal delivery or facsimile, and will be deemed sent when actually received.

16 Miscellaneous

- 16.1 The internal laws of England and Wales will govern this Agreement. Any dispute between the parties arising under this Agreement or any claim for enforcement of any rights under this Agreement will be brought only in a court of competent jurisdiction located in England and Wales. For purpose of any action or proceeding involving any matter arising out of or relating to this Agreement, the parties expressly consent and submit to the jurisdiction of any courts located in England and Wales and consent that any process or notice of motion or any other application to such courts may be served within or without such court's jurisdiction by registered or certified mail or by personal service. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement.
- 16.2 This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors, assigns and transferees. No assignment or amendment will be valid unless the other party consents to such assignment or amendment in writing.
- 16.3 This Agreement contains the entire agreement and understanding to the parties and supersedes all prior arrangements, agreements and communications, whether oral or written. Captions appearing in this agreement are for convenience only and will not be deemed to explain, limit, or amplify the provisions hereof. The invalidity of any particular provision of this Agreement will be constructed in all respects as if the invalid provision had been omitted.



16.4 This Agreement is being entered into solely for the benefit of the parties to the Agreement, and their permitted successors, assigns and transferees. It may not be relied upon by any other person as the basis for any claim or dispute against one or both parties to this Agreement with respect to such other person.

