



# **INTRODUCER AGREEMENT**

## INTRODUCER AGREEMENT

**THIS Introducer Agreement** (the “Agreement”) is made and entered into by and between IronFX (the Company) on the one part and the individual or entity which applies for the Introducer Program (the Introducer) on the other part. The Company and the Introducer may herein be referred to as the “Parties”

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

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

And

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

### IT IS AGREED:

#### 1. Definitions of terms

<b>Broker</b>	Means any Broker that the Company may choose to refer the Client for the provision of services subject to this Agreement;
<b>Client</b>	Means any person that has been approved to open an account(s) with the Broker, for the introduction of which the Introducer actively mediated so as for this person to enter into a financial contract with the Broker.
<b>Main Website</b>	Means the Company’s domain name <a href="http://www.ironfx.com">www.ironfx.com</a> or any other domains that the Company operates mainly for promotional and marketing purposes in languages other than English.
<b>Trademark</b>	Means the Company’s and/or the Broker’s registered trademarks, including all other related trademarks as they are locally and internationally recognized and protected under international and local laws.

#### 2. Introducer Representation and Warranties

2.1 The Introducer has all requisite authority to enter into this Agreement and to be fully bound hereby, and all necessary action has been taken by him in connection herewith. The Introducer acknowledges and confirms that he can enter into this Agreement and is approved and/or authorised and/or qualified under his local regulatory requirements to offer the services mentioned in this Agreement.

- 2.2 The Introducer has fulfilled all registration, qualification and/or other requirements of all jurisdictions and regulatory bodies to the extent that such registration, qualification and/or other requirements are applicable to him during the term of the Agreement and will remain in strict compliance with all of the foregoing.
- 2.3 If the Introducer is a company or other entity, the Introducer is duly organised, validly existing and in good standing under the laws of its jurisdictions.
- 2.4 The Introducer will act as a mediator between the Company and his Clients for enhancing the quality of service offered to his Clients as well as introducing and/or explaining the services offered by the Company and/or the Broker to his Clients. As a mediator, the introducer will do all that is necessary in order for the Company and/or Broker and his Clients to enter into a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between the Company and/or the Broker and the Client.
- 2.5 The Introducer will carry on his operations and business as an independent contractor and not as an agent or employee or representative of the Company. The Introducer cannot use the Company's logos in any of his correspondence, on any business cards or on any electronic transmission, etc.
- 2.6 The Introducer acknowledges and agrees that he is responsible for the payment of all relevant duties and/or charges and/or taxes arising from the course of his business.
- 2.7 The Introducer acknowledges that he is not allowed to register a business that include the Trademarks of the Company and/or Broker as duly defined above. Furthermore, the Introducer acknowledges that he is not allowed to register and/or operate a domain name that includes the Company's and/or Broker's name.
- 2.8 The Introducer further acknowledges that he is not allowed to use and/or register a Trademark and/or domain name which is similar in appearance, designation and notion and/or which could reasonably provide a misleading association with the business and goodwill of the Company and/or the Broker.
- 2.9 The Introducer acknowledges that he is not allowed to use and/or register Trademarks and/or domain names which are in connection with the name of the Company and/or the Broker and particularly if such marks consist of one word and are inseparably combined (in its entirety).
- 2.10 The Introducer shall not provide any investment advice or portfolio management services to his/her Clients.
- 2.11 The Introducer is obliged to inform his introduced Clients of any fees received as well as any additional fees involved with regards to the service provided under this Agreement.

**3. Introducer Relationship and Activities**

- 3.1 In the event that the Introducer deviates from the standard interpretation of this Agreement, it will be considered that he has breached the Agreement unless he has obtained written confirmation from the Company.
- 3.2 The Introducer hereby undertakes to introduce prospective Clients with regards to the services offered by the Company and/or Broker. For the introduction of clients the Introducer will endeavor and will carry out all necessary actions so as for the Company and/or Broker to enter into an agreement with the referred client.
- 3.3 The Introducer shall assist prospective Clients on completing account registration forms for opening an account with the Broker.
- 3.4 The Introducer shall translate documents, where needed, for the Company and/or Broker as well as explain to his Clients the services offered by the Company and/or Broker. If applicable, the Introducer shall also act as a translator between the Client and the Company and/or Broker.
- 3.5 Without prejudice to the obligations of the Introducer under this agreement and specifically the service of acting as a mediator between the company and the prospective client, the Company is not responsible and has no liability for any advice or recommendation or decision provided by the Introducer to the client.
- 3.6 For the Introducer to be eligible for any fees with regards to the introduced Client, has to meet all requirements set in this Agreement, including further Appendices, as well as the Introducer must ensure that he has mediated so as for the Client and the Company and or the Broker to enter into an agreement with the prospective Client before the prospective Client opens an account with the Company and/or Broker without the company utilizing the distinct act of mediation of the Introducer OR the prospective Client came directly from the Introducer's website and opened an account with the Company and/or Broker. For the avoidance of doubt, the obligations of Introducer under this agreement and specifically the obligations in relation to carrying out all actions necessary in order for the Company and/or Broker to enter into an agreement with the client are not lifted in cases where the clients reach the Company and/or Broker through the website of the Introducer.
- 3.7 In the case of the Introducer maintaining a website for promoting his business then the following functionalities and information should be included:
  - a) A link should be available directing prospective Clients to the Company's and/or Broker's Main Website;
  - b) The Company's and/or Broker's information and/or logo and/or banners are provided to prospective clients.
- 3.8 The Introducer is required to obtain the Company's and/or the Broker's approval prior to uploading any information or functionalities (as per paragraph 3.7) relating to the Company and/or the Broker and their services. In the case where the Introducer intends to change the Company's and/or Broker's information and/or functionalities that were

- initially provided and approved by the Company, then the Introducer needs to obtain a new approval by the Company before he proceeds with such changes.
- 3.9 In the event of any disparity between the claim(s) made by the Introducer and the Company with regards to the introduced Client, the Company shall have the sole discretion in accepting or rejecting the claim(s) of the Introducer.
- 3.10 Any prospective Client, who is introduced by the Introducer and opens an account with the Company and/or the Broker, will also be considered the Company's and/or Broker's Client, and needs to follow the same procedure as any other person who opens an account with the Company.
- 3.11 The Company may at its sole discretion accept or decline any Client introduced by the Introducer.
- 3.12 Without prejudice to the obligations of the Introducer under clause 2.4 of the present agreement, whereby the Introducer undertakes to act as a mediator between the Company and the prospective client for the conclusion of an agreement and for presenting, to prospective clients, the financial products of the company the Introducer shall not direct or influence any Client with regards to his trading or funding facilities unless the Client has given written consent to the Introducer to do so and in the form acceptable by the Company.
- 3.13 The Company is not liable or responsible for any marketing or promotions initiated by the Introducer and for any costs or charges for such activity. The costs will be met by the Introducer.

#### 4. Company's Undertakings

- 4.1 The Company warrants making any payments due to the Introducer in respect of the fees for its services as agreed in this Agreement, in arrears as per below payment scheme:
- (i) For the period from the 1<sup>st</sup> day till the 15<sup>th</sup> day of each calendar month (both dates inclusive) payment will be effected within 5 business days following the 15<sup>th</sup> day of each month.
  - (ii) From the 16<sup>th</sup> day until the end of each calendar month the payment will be effected no later than the 5<sup>th</sup> calendar date of the subsequent month in which the fees are earned.
- 4.2 The Introducer shall be entitled to the fees structure as agreed and stated in Appendix 1, attached, and may not be subject to any changes unless agreed by both parties. The payment to the Introducer will be activated / paid if and only when the commission generated will be over \$10 per a given payment period as defined in para 4.1 above.
- 4.3 The Company will count for the calculation of fees every round turn lot traded, meaning open and first close trade; in case of following partial closings will be excluded from the calculations. The Company will also exclude from its fee calculations any position with a lifetime equal or less than 30 seconds.

- 4.4 In case a Client's account is subject to a sharing bonus scheme, the Introducer's fees set in the Appendix shall be calculated on the 50% of the overall trading volume conducted in such account.
- 4.5 In the event of any dispute, or complaint from a Client, the Company has the right to hold back any fees due to the Introducer until such issues are resolved.
- 4.6 In the event that the Company will identify any abuse on the trading activity of the Introducer's clients, such as open and close trades instantly for the purpose of generating commissions, the Company reserves the right to place time limitation on the Introducer's profile.

### 5. Confidentiality

- 5.1 The Introducer shall keep all information confidential and shall not disclose to any third party any of the terms of this Agreement or any information incidental or related thereto the business of the Company (other than such terms or information which comes into the public domain), unless it is required under any applicable law or by any regulatory or governmental body or obtained by the Company's written consent. Notwithstanding anything to the contrary in this Agreement or the termination of this Agreement, this clause shall continue to have effect and be binding to the Introducer without any time limit.

### 6. Notices and Communication

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

### 7. Amendment and Termination

- 7.1 This Agreement may be amended from time to time. Any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. The Company shall notify the Introducer of any changes in the Agreement at least five (5) business days prior to the amendments coming into force. Should the Introducer disagree with the changes, he may terminate the Agreement in accordance with paragraph 7.2 below.
- 7.2 Either party (Company or Introducer) can terminate the Agreement by giving five (5) business days written notice to the other party.
- 7.3 The Company shall reserve the right to terminate or suspend without notice, this Agreement or any rights of the Introducer that may fall under the provisions of this

Agreement and/or its Appendices hereto attached or related, due to any malpractice, breach, failure or other significant event, including liquidation or insolvency, on the part of the Introducer. Such termination will be at the sole discretion of the Company.

- 7.4 The Company shall further reserve the right to impose up to a 5 minute trading restriction, retroactively within a given period, and/or terminate or suspend the Agreement and/or any rights of the Introducer, without prior notice and/or consent, should it come to the Company's attention or suspicion that the Introducer (or any of its third-party affiliates) abused or manipulated any of the Company's Terms and Conditions and/or abuses the terms of this Agreement.
- 7.5 The Company has the right to terminate this Agreement if the Introducer involves less than three (3) Clients within a ninety (90) day period from the date of concluding this Agreement, or has not introduced any new Clients for 1 month period.
- 7.6 The Company has the right to exclude a Client from an Introducer's group in the case where the Client has not funded within thirty (30) days his account approval, or the Client is not active (funding his account) for 3 months.
- 7.7 Upon termination of the Agreement, the Introducer is obliged to return to the Company any Company materials used to promote his business (e.g. newsletters, banners, text, etc.). In the case where the Introducer maintains a website and is using any Company materials, he is obliged to immediately withdraw such materials upon termination of the said Agreement.
- 7.8 Upon termination of this Agreement, the Company warrants to pay the Introducer all fees as set out on this Agreement.

## 8. Governing Language

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

## 9. Applicable Laws and Place of Jurisdiction

- 9.1 This Agreement and all transactional relations between the Client and the Company are governed by the laws of Bermuda and the competent court for the settlement of any dispute which may arise between them under or in relation to this Agreement shall be the Courts of Bermuda.



# Introducer Agreement

This Agreement has been duplicated and each party has a copy.

## Signed for and on behalf of the Introducer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
mm/ dd/ yyyy

## Signed by Notesco Limited

Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
mm/ dd/ yyyy

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Notesco Limited  
Email: [support@IronFX.com](mailto:support@IronFX.com) | Web: [www.ironfx.com](http://www.ironfx.com)



## APPENDIX 1

The Introducer shall be entitled to receive the commission fees below with regards to every complete trading transaction (to open and close a position) of its Clients as long as it meets the requirements mentioned in this Agreement, including Appendices.

### CFDs on Forex

Currency Pair	Rebate Value Per 1 Closed Lot
AUDCAD	26 CAD
AUDCHF	26 CHF
AUDJPY	1300 JPY
AUDDKK	130 DKK
AUDNZD	26 NZD
AUDPLN	104 PLN
AUDSGD	39 SGD
AUDUSD	13 USD
CADCHF	26 CHF
CADJPY	1300 JPY
CHFJPY	650 JPY
CHFPLN	65 PLN
CHFSGD	39 SGD
EURAUD	13 AUD
EURCAD	13 CAD
EURCHF	13 CHF
EURCNH	104 CNH
EURCZK	1040 CZK
EURDKK	26 DKK
EURGBP	10.4 GBP
EURHKD	91 HKD
EURHUF	10400 HUF
EURJPY	1300 JPY
EURMXN	195 MXN
EURNOK	104 NOK
EURNZD	39 NZD
EURPLN	104 PLN
EURRUB	780 RUB
EURSEK	104 SEK
EURSGD	39 SGD
EURTRY	52 TRY
EURUSD	14.3 USD
EURZAR	455 ZAR
GBPAUD	19.5 AUD
GBPCAD	19.5 CAD
USDSGD	13 SGD
AUDHUF	6500 HUF
GBPHUF	10400 HUF
NZDHUF	10400 HUF
CHFHUF	6500 HUF
HKDJPY	1300 JPY
TRYJPY	2600 JPY
ZARJPY	1300 JPY

Currency Pair	Rebate Value Per 1 Closed Lot
USDTRY	39 TRY
USDZAR	130 ZAR
GBPCHF	16.9 CHF
GBPDKK	156 DKK
GBPJPY	1430 JPY
GBPNOK	260 NOK
GBPNZD	65 NZD
GBPPLN	78 PLN
GBPSEK	260 SEK
GBPSGD	65 SGD
GBPTRY	78 TRY
GBPUSD	15.6 USD
GBPZAR	520 ZAR
NOKSEK	26 SEK
NZDCAD	32.5 CAD
NZDCHF	26 CHF
NZDJPY	1300 JPY
NZDSGD	39 SGD
NZDUSD	16.9 USD
PLNJPY	1300 JPY
SGDJPY	2600 JPY
USDCAD	13 CAD
USDCHF	13 CHF
USDCNH	65 CNH
USDCZK	1040 CZK
USDDKK	65 DKK
USDHKD	26 HKD
USDHUF	10400 HUF
USDJPY	1040 JPY
USD LTL	26 LTL
USDMXN	65 MXN
USDNOK	65 NOK
USDPLN	65 PLN
USD RUB	520 RUB
USDSEK	91 SEK
USDILS	78 ILS
USDTHB	1300 THB
USD RON	156 RON
SEKJPY	1300 JPY
NOKJPY	1300 JPY
CADNOK	182 NOK
CADSEK	182 SEK
CHF NOK	78 NOK

## CFDs on Forex (Premium Account Rebates on Major Currency Pairs)

Currency Pair	Rebate Value Per 1 Closed Lot
AUDUSD	11.7 USD
EURCHF	13 CHF
EURGBP	10.4 GBP
EURJPY	1170 JPY
EURUSD	11.7 USD
GBPCHF	16.9 CHF

Currency Pair	Rebate Value Per 1 Closed Lot
GBPJPY	1430 JPY
GBPUSD	13 USD
NZDUSD	16.9 USD
USDCAD	13 CAD
USDCHF	13 CHF
USDJPY	910 JPY

## CFDs on Spot Precious Metals

Symbol	Rebate Value Per 1 Closed Lot
XAUUSD	\$32.5
XAUEUR	\$32.5
XAGUSD	\$78
XAGEUR	\$104
XPTUSD	\$104
XPDUSD	\$78

## CFDs on USA Stocks

Symbol					Rebate Value Per 100 Stocks	
#AA	#CSCO	#HPQ	#KO	#PG	\$1.3	
#AIG	#CVX	#IBM	#MCD	#T		
#AXP	#DD	#VZ	#MMM	#TRV		
#BA	#DIS	#INTC	#MRK	#UTX		
#BAC	#FB	#JNJ	#MSFT	#WMT		
#C	#GE	#JPM	#ORCL	#XOM		
#CAT	#HD	#KFT	#PFE	#YHOO		
#DELL	#WFC	#EBAY	#JCP	#BBRY		
#F	#GM	#GPRO	#SBUX	#MS		
#PYPL	#SNDK	#HOG	#MA	VISA		
#AMZN	#BABA	#TWTR	#GS	#NFLX		\$2.6
#LNKD		#BIDU				\$3.9
#AAPL	#RACE	#TSLA				\$5.2
#GOOG					\$6.5	

## CFDs on UK Stocks

Symbol			Rebate Value Per 100 Stocks
#AAL	#BLT	#GSK	\$0.83
#BARC	#BP	#BTA	\$0.17
#HSBA	#TSCO	#VOD	
#LLOY			\$0.08

## CFDs on French & German Stocks

Symbol				Rebate Value Per 100 Stocks
<b>French Stocks</b>				\$1.3
Total	BNPParibas	SocGeneral		
Vivendi				
<b>German Stocks</b>				
Allianz	B.M.W	DeutscheBank	Commerzbnk	
DeutschePost	Lufthansa	Siemens	Volkswagen	

## CFDs on Futures

Instrument			Commission per 1 Lot (charged upon opening a position)	Rebate Value Per 1 Lot
US500	JP225	GER30	\$13.00	\$9.10
EU50	NAT.GAS	COPPER		
AUD	GBP	EUR		
JPY	CHF	UKOIL		
USDIndex	COFFEE	AUS200		
CHINA50	COCOA			
US30	US100	UK100	\$13.00	\$6.50
SWISS20	FR40		\$13.00	\$7.80
USOIL	CORN	SOYBEANS		
WHEAT	RICE			

## CFDs on Spot Commodities

Symbol	Rebate Value Per 1 Closed Lot
BRENTCash	\$13
WTICash	\$13
NAT.GASCash	\$13

## CFDs on Cryptocurrencies

Currency Pair	Rebate Value Per 1 Closed Lot
BTCUSD	\$19.50
BTCEUR	\$19.50
BTCJPY	\$13.00
ETHUSD	\$1.30
ETHEUR	\$1.30
XRPUSD	\$52.00
LTCUSD	\$2.60

## CFDs on Spot Indices

Symbol	Rebate Value Per 1 Closed Lot
AUS200Cash	\$0.39
EU50Cash	\$0.39
FRA40Cash	\$0.39
GER30Cash	\$0.39
Italy40Cash	\$0.39
JP225Cash	\$0.39
NETH25Cash	\$0.39
Spain35Cash	\$0.39
Swiss20Cash	\$0.39
Tadawul	\$1.3

Symbol	Rebate Value Per 1 Closed Lot
UK100Cash	\$0.39
US100Cash	\$0.39
US30Cash	\$0.39
US500Cash	\$0.39
ZA40Cash	\$0.39
SWE30Cash	\$0.13
PORT20Cash	\$0.065
HK50Cash	\$0.039
JPY225Cash	\$0.0039

## CFDs on Forex – STP/ECN Platform

Currency Pair	Rebate Value Per 1 Closed Lot
AUDCAD	26 CAD
AUDCHF	26 CHF
AUDJPY	1300 JPY
AUDNZD	26 NZD
AUDUSD	6.5 USD
CADCHF	26 CHF
CADJPY	1300 JPY
CHFJPY	650 JPY
EURAUD	13 AUD
EURCAD	13 CAD
EURCHF	6.5 CHF
EURCNH	104 CNH
EURGBP	5.2 GBP
EURHUF	10400 HUF
EURJPY	650 JPY
EURNZD	39 NZD
EURPLN	104 PLN
EURTRY	104 TRY
EURUSD	6.5 USD
GBPAUD	19.5 AUD
GBPCAD	19.5 CAD
GBPCHF	10.4 CHF
GBPJPY	780 JPY
GBPTRY	104 TRY
GBPNZD	65 NZD

Currency Pair	Rebate Value Per 1 Closed Lot
GBPUSD	6.5 USD
NZDCAD	32.5 CAD
NZDCHF	26 CHF
NZDJPY	1300 JPY
NZDUSD	10.4 USD
USDCAD	6.5 CAD
USDCHF	6.5 CHF
USDCNH	65 CNH
USDDKK	65 DKK
USDHUF	1040 HUF
USDJPY	520 JPY
USDPLN	65 PLN
USDTRY	104 TRY
AUDHUF	6500 HUF
GBPHUF	6500 HUF
NZDHUF	6500 HUF
CHFHUF	6500 HUF
USDRON	65 RON
TRYJPY	6500 JPY
ZARJPY	6500 JPY
CADNOK	26 NOK
CADSEK	26 SEK
CHFSGD	26 SGD
SGDJPY	26 JPY

## CFDs on Spot Precious Metals – STP/ECN Platform

Symbol	Rebate Value Per 1 Closed Lot
XAUUSD	\$19.5
XAGUSD	\$78

### General Notes:

- The fee paid to the Introducer as per Appendix 1 will be paid exclusively by the Company and not suffered by the Client.
- The Company will exclude from the calculation of the payment fees, as per Appendix 1, any Introducer's own trading transactions;

This Appendix has been duplicated and each party has a copy.

Notesco Limited

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