



INTRODUCING BROKER AGREEMENT

This IB Agreement (this "**Agreement**") is made and entered by **Topic Markets Limited Ltd.**, and _____ (the "**Corporate/Individual**") (the "**IB**"), Address _____

Whereas, the Company operates a foreign exchange (FOREX) trading platform, including internet and offline trading room, and wishes to connect with the IB as an introducing broker for the purpose of client recruiting to the Company;

And whereas the IB declares that he has the professionalism, knowledge and experience to operate as an Introducing broker and wishes to operate as an Introducing broker of the Company.

Therefore the parties have agreed as follows:

1. RESPONSIBILITIES OF THE IB

- 1.1. The IB will use its best efforts and shall devote reasonable amounts of its time, personnel and resources to promote and market, within such territory as may be specified, the Company and the Company's FOREX trading platform (hereof: "**the platform**").
- 1.2. The IB shall bear all costs and expenses for such activities unless otherwise determined by the parties, in writing.
- 1.3. In addition to, and without limiting the provisions of this Agreement, IB shall perform its obligations hereunder in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules and regulations.
- 1.4. IB shall promptly inform the Company of any information known to IB as relating to the Company, including, but not limited to Leads, Complaints that could reasonably lead to a claim, demand or liability of or against The Company and/or the Company Related Entities by any third party.
- 1.5. Company will have the right to refuse to accept or to give service to any client and or terminate its relations with any client, all at its sole discretion.
- 1.6. All Creative and/or marketing and/or promotional materials used by the IB will be provided by the IB alone, except as described in section 4.3 hereof.

- 1.7. E-mail marketing or promotion with respect to the Company, shall be executed by the IB only according to the Company's prior and written consent. IB shall comply with all applicable laws, rules, regulations and directives, including but not limited to those relating to e-mail marketing and "spamming". Without limiting the generality of the foregoing, IB shall (a) not send any e-mail regarding The Company and/or The Company's Related Entities to any individual or entity that has not requested such information (b) always include "unsubscribe" information at the top and bottom of any e-mail regarding The Company, The Company's Related Entities and/or the Company platform.
- 1.8. IB shall not (a) engage in any fax, broadcast or telemarketing and any other offline marketing methods with respect to The Company, The Company Related Entities and/or the Company Platform, (b) use Malware and/or Spyware techniques or use any other aggressive advertising or marketing methods in any of its dealings relating to The Company, The Company Related Entities and/or to the Company Trading Platform, (c) make any false, misleading or disparaging representations or statements with respect to The Company, The Company Related Entities or the Company Trading platform or (d) engage in any other practices which may affect adversely the credibility or reputation of The Company, The Company Related Entities or the Company Trading platform, including but not limited to, using any Website in any manner, or having any content on any Website, that (i) promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities or (ii) violates any intellectual property or other proprietary rights of any third party.

2. COMPENSATION

IB shall be entitled to receive the Fees as set forth in Schedule 1 attached hereto.

3. TERMINATION

- 3.1. The Company may terminate this Agreement at any time, with or without cause, effective immediately upon notice to Company IB. entitled
- 3.2. Upon expiration or termination of this Agreement: (a) each Party shall return to the other Party all property of the other Party in its possession or control (including all Creative and all Confidential Information); (b) IB shall immediately cease any activity to market and or promote the Company and or the Company's services, including the platform, and

(c) all rights granted to IB hereunder will immediately cease; with respect to either the Fees and/or the IB Fees, as applicable, IB shall be entitled to receive any Fees, as applicable, pursuant to terms and conditions of this Agreement. THE IB SHALL NOT BE ENTITLED TO ANY COMPENSATION IF THE TERMINATION OF THIS AGREEMENT WAS DUE TO BREACH OF CONTRACT BY THE IB.

3.3. Sections 4 through 8 shall survive the termination or expiration of this Agreement.

4. PROPRIETARY RIGHTS

4.1. Confidential **Information**. Shall include, but shall not be limited to, any and all information associated with the other Party's business and not publicly known, including, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs, and other unpublished financial information, business plans and marketing data, is confidential and proprietary information, whether or not marked as confidential or proprietary.

Forex marks. Any names and/or trademarks or any other protected marks associated with the Company and Company's Trading Platform.

4.2. All the Creative, demographic and other information relating to Leads, the Platform and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual or other property used by or on behalf of the Company or otherwise related to the Company Trading Platform, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, "**The Company's Property**") shall be and remain the sole and exclusive property of The Company.

4.3. **FOREX MARKS** - During the term of this Agreement, The Company hereby grants to IB a limited, revocable, non-exclusive and non-transferable license to display the Forex Marks, solely as necessary to perform IB's obligations under this Agreement. IB acknowledges and agrees that: (a) it will use the Forex Marks only as permitted hereunder, and as authorized by the Company in advance in writing; (b) it will use the Forex Marks in a lawful manner and in strict compliance with all format(s), guidelines, standards and other requirements prescribed by The Company; (c) the Forex Marks are



and shall remain the sole property of The Company; (d) nothing in this Agreement shall confer in IB any right of ownership in the Forex Marks and all use thereof by IB shall inure to the benefit of The Company; and (e) IB shall not, now or in the future, contest the validity of any Forex Mark or use any term or mark confusingly similar to any Forex Mark.

5. CONFIDENTIALITY

Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations hereunder. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (a) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations hereunder, who each shall treat such Confidential Information as provided herein; or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement. Confidential Information shall not include any information which is: (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information; (ii) is independently developed by the non-disclosing Party without breaching any provisions of this Agreement; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of this Agreement.

6. DISCLAIMER OF WARRANTY

The company makes no warranties hereunder, and the company expressly disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, the company further disclaims all representations and warranties, express or implied, that the platforms do not infringe or otherwise violate any intellectual property or other proprietary right of any third party in any jurisdiction, including, but not limited to, the territory. IB understands and agrees that the platforms may not satisfy all of the leads' requirements and may not be uninterrupted or error-free, and operates on an "AS-IS", "AS-AVALIABLE" basis.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 7.1. The company shall have no liability with respect to the platforms or its obligations under this agreement or otherwise for any indirect, consequential, exemplary, special, incidental or punitive damages even if the company has been advised of the possibility of such damages. In any event, the company's liability to IB under this agreement for any reason will be limited to the amounts paid to IB by the company during the six (6) month period immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts.
- 7.2. **Indemnification.** IB agrees to indemnify, defend and hold harmless The Company and any The Company Related Entities and the directors, officers, employees, subcontractors and agents thereof (collectively, the "**Indemnified Party**"), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon or arises out of: (a) IB 's breach of any representation, warranty, obligation or covenant under this Agreement; (b) IB 's gross negligence or willful misconduct; or (c) any warranty, condition, representation, indemnity or guarantee relating to The Company and The Company Related Entities granted by IB to any Lead, Prospective IB or other third party.

8. NON-EXCLUSIVE REMEDIES

In addition to all other rights and remedies available to The Company under this Agreement and under applicable law, The Company shall have the right to (i) immediately enjoin all such activity, without the necessity of showing damages or posting bond or other security, (ii) immediately terminate this Agreement and IB 's engagement hereunder, (iii) receive a prompt refund of all amounts paid to IB hereunder and (iv) be indemnified for any losses, damages or liability incurred by The Company in connection with such violation, in accordance with the provisions of Section 8 above.

9. GENERAL PROVISIONS

- 9.1. Force majeure - If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated hereunder and/or the failure or refusal of a government agency to issue a license required for any performance pursuant to this Agreement), labor disputes, act of God or any cause beyond the reasonable control of that Party, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.
- 9.2. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 9.3. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered personally or by e-mail to the Party to which the same is directed; (b) two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the respective addresses of the Parties as set forth on the Registration Page.
- 9.4. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same



shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.

- 9.5. This Agreement, including all Exhibits hereto, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein. No amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both Parties.

- 9.6. IB shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, to any third party without The Company's prior written consent, to be given or withheld in The Company's sole discretion. This Agreement shall be governed, construed and enforced in accordance with the laws of Seychelles. Each Party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to this Agreement may be brought and prosecuted only in a court of law in Seychelles, and by execution of this Agreement each Party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum.

TOPIC MARKETS LIMITED

INTRODUCER

Signature : _____

Signature : _____

Print Name : _____

Print Name : _____

Title : _____

Title : _____

Date : _____

Date : _____



Schedule 1

Compensation plan:

Volume Rebate

As per the clients commission disclosure certain amount of PIPS of the IB's clients round trip trade(s), minus Incentives Costs minus Clearance Costs minus Sales Commissions minus Fraud Costs.

"IB Client" - A client of the Company who was introduced to the Company by the IB and was not previously listed with the Company in any way, as a client, lead, etc.

"Clearance Costs" means all fees paid by Company to 3rd party companies for credit card clearance, money transfers, e-wallet, and any other payment methods including (but not limited to) deposit fees and chargeback fees.

"Incentives Costs" means all bonuses and compensations paid by Company to the IB clients as part of the sales process.

"Sales Commissions" means fees paid by Company to its sales personal in direct relation to deposits made by IB clients.

"Fraud Costs" means all costs caused to Company due to fraud attempts made by IB clients.

TOPIC MARKETS LIMITED

INTRODUCER

Signature : _____

Signature : _____

Print Name : _____

Print Name : _____

Title : _____

Title : _____

Date : _____

Date : _____