



# INTRODUCING BROKER AGREEMENT

CONNEXT LLC

ConnEXT LLC Richmond Hill Road, P.O. Box 2897, Kingstown,  
Saint Vincent and the Grenadines



## INTRODUCING BROKER AGREEMENT

This Introducing Broker Agreement (hereinafter referred to as the "Agreement") is made between **Connex LLC**, a company incorporated under the laws of Saint Vincent and the Grenadines, with company number 2652 LLC 2022, having its registered office at **Richmond Hill Road, P.O. Box 2897, Kingstown, Saint Vincent and the Grenadines**, (hereinafter referred to as "Connex LLC," "Company" "We," "Our," or "Us"), and any natural person or legal entity that has been approved by Connex LLC to act as an Introducing Broker (hereinafter referred to as "Introducing Broker," "IB," or "You").

**Connex LLC** is a registered company in Saint Vincent and the Grenadines. Following the International Business Companies (Amendment and Consolidation) Act, Chapter 149 of Saint Vincent, and the Grenadines Revised Laws of 2009 (hereafter referred to as "Law"), the Company received authorization via its registration as an international business company for providing forex trading brokerage activities. This Agreement sets forth the terms and conditions under which the Introducing Broker agrees to provide certain services to Connex LLC, and Connex LLC agrees to compensate the Introducing Broker for these services as outlined herein.

**By agreeing to this contract, you commit to being legally bound by all the terms and conditions outlined herein, including those referred. If you disagree with any of these terms and conditions, you must refrain from participating in the introducing broker program.**

### 1.SCOPE

1. The IB Terms outline the relationship between the Company and the Introducing Broker, where the Introducing Broker will refer clients and other individuals who inquire about services to the Introducing Broker (collectively referred to as "Prospective Clients") for all products offered by Company. In return, the Introducing Broker will receive a fee/commission. once the Prospective client is approved as a client by the Company and meets criteria described in paragraph "4.Compensation". The acceptance of any referred clients by the Introducing Broker is at the sole discretion of the Company and must comply with the Company's onboarding and due diligence requirements.
2. The Company is not obligated to pay for introductions that do not result in prospective client engagement by the Introducing Broker. However, the Company reserves the right to determine such payments in good faith but at its sole discretion.
3. The Introducing Broker acknowledges that these arrangements are non-exclusive, meaning the Company may enter into similar agreements with other parties, including competitors of the Introducing Broker.



4. Company's provision of services to the Introducing Broker under these IB Terms is always subject to the applicable Terms of Service and Conditions, which refer to the standard terms and conditions for all trading activities.
5. In the event of any inconsistency between these IB Terms and the relevant Terms of Service and Conditions, the provisions in these IB Terms will prevail, except where the relevant Terms of Service and Conditions must comply with applicable laws and regulations.

## **2. SERVICES**

1. The Introducing Broker shall use its best efforts to introduce potential clients to the Company. All client introductions must comply with the procedures and criteria established by the Company.
2. Marketing Material
  - a. Introducing Broker shall be responsible for the marketing and promotion of Company's services in accordance with the marketing guidelines provided by the Company
  - b. Introducing Broker shall not make any representations or warranties about the Company's services beyond those authorized by the Company
  - c. Introducing Broker must discuss with and receive approval from the Company of his or her any marketing campaigns and promotions. The Company reserves the right to veto the use of this material if the Company deems that the material may be misleading or falsifying the truth or otherwise misinforms the Introduced Client about the financial risk of leveraged trading and/or trading on margin.
3. The Introducing Broker shall act as a referring party and, subject to the terms of this Agreement, offer services that enhance the client experience and provide other value-added services, including:
  - a. Providing educational materials
  - b. Trading tools
  - c. Providing each Prospective Client documentation and information that the Company may from time to time reasonably require. The Introducing Broker shall not distribute any documentation or information relating to the services or Company, unless the same has been approved in writing by us.
  - d. Providing us with any information requested from time to time to confirm the adequacy of the services offered to each Prospective client.
4. For all referrals of the Prospective clients to Company, both parties agree that:
  - a. Company must treat Prospective Clients introduced by the Introducing Broker in accordance with Company's applicable on-boarding procedures, including due diligence for new clients



- b. Company has the absolute discretion to accept or decline any Prospective clients. Only those Prospective clients who are approved by the Company and maintain trading account will be considered "Referred Clients".
  - c. Once Company accepts a Prospective Client, Company will establish a client relationship governed by the relevant Company terms and conditions applicable to that Prospective Client. All actions taken by Company concerning such a Prospective Clients are at Company's discretion, with no liability to the Introducing Broker.
5. In providing services to the Company and to the Prospective Client, the Introducing Broker shall:
- a. Not to make misleading, untrue, or inaccurate statements, representations, or warranties to any Prospective Client and provide all necessary information to ensure statements made are not misleading, untrue, or inaccurate
  - b. Inform each Prospective Client that the Introducing Broker will be compensated by Company for providing the Introducing Broker Services if the Prospective Clients opens an account with Company and comply with conditions listed in paragraph 4 of this agreement.
  - c. Not use Company trademarks, trade names, logos, or other distinctive marks without prior express written consent from Company and then only under the terms specified by Company
  - d. Not market, advertise, or promote Company and its services through any public media or online platforms without express authorization from Company
  - e. Not do anything that could harm Company's reputation
  - f. Not present itself as an employee of Company or as having authority to make representations or agree to any client agreement variations on behalf of Company.
  - g. Not engage in any marketing or potential client communication practices that may be interpreted as guaranteeing investment returns or profits
  - h. Not offer Potential Clients any monetary or other incentives to open an account, trade, or deposit, nor accept any money, securities, or property from potential clients on behalf of the Company
  - i. If the Introducing Broker is a legal entity, it is duly organized, validly existing and in good standing under the laws of its jurisdiction
  - j. If the Introducing Broker is a natural person, he/she is over 18 years old
  - k. Not accept nor hold money (including virtual assets) of the Introduced Client (also prospective Introduced Clients)
6. Compliance with Rules and Guidelines:
- a. The Introducing Broker will not offer any financial product advice to Potential Clients or clients of the Company. Specifically, the Introducing Broker shall not provide general or personal financial product advice, access or direct the operation of any person's account with the Company.

- b. Introducing Broker will not offer general or personalized opinions on trading or market directions unless licensed to do so, advise on trading or investment strategies, provide hedging advice, or offer custom-made trading signals to potential clients or clients of the Company.
- c. Introducing Broker will not be made a statement or promise for and on behalf of the Company.
- d. Introducing Broker confirms and assures to Company that it is, and will continue to be, duly authorized to perform these IB Terms in compliance with all applicable laws and regulatory rules, and that it will introduce clients only in accordance with the relevant jurisdiction's laws and necessary authorizations. Additionally, the Introducing Broker confirms it holds and will maintain all necessary licenses, recognitions, and authorizations throughout the term of these IB Terms, ensuring its obligations are legally binding and enforceable.
- e. The Introducing Broker confirms its understanding that the Company's Guidelines are non-exhaustive and do not constitute the advice. The Introducing Broker should do its own research on the topic and seek individual professional advice if it needs to ensure that what it does is following the Rules for its specific circumstances.
- f. The company may at its sole discretion accept or decline any Prospective Clients referred by the Introducing Broker.
- g. If the Introducing Broker breaches and/or violates any of the terms set forth in this Agreement, Company shall be entitled to terminate this Agreement immediately and withhold (cancel) any IB Commission generated before and/or after and/or in connection with such breach and/or violation whilst it may also proceed with legal actions against the Introducing Broker.
- h. Introducing Broker acknowledges and agrees that it is aware of, understands, and will comply with all applicable laws, regulations, and guidelines that govern its activities, including but not limited to those pertaining to anti-money laundering, anti-corruption, and the promotion of financial services. The Introducing Broker agrees to promptly provide the Company with any information or documentation necessary for compliance purposes.

### **3. CONFIDENTIALITY**

The Introducing Broker agrees to maintain the confidentiality of all information received from the Company or its clients during the term of this Agreement and thereafter. All the Confidential Information disclosed to, or acquired by, the Introducing Broker will remain the sole property of the Company.

The Introducing Broker is obliged:

- a. To keep the Confidential Information secret.
- b. To protect the Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Introducing Broker uses to protect its own proprietary and confidential information
- c. To provide Confidential Information to its employees on a need-to-know basis only.

- d. Confidential Information will only be disclosed by the Introducing Broker in the following circumstances:
  - where required by the applicable law
  - to IB's Affiliated Parties or subcontractors, providing such disclosure is reasonably required to perform the Services hereunder or with prior written consent of the Company.

#### 4. COMPENSATION

1. Company agrees to pay the Introducing Broker a commission ("IB Commission") for each Referred Client who opens and maintains a trading account with Company as agreed between the Company and the Introducing Broker in writing, including by email or as otherwise communicated to the Introducing Broker by the Company. Subject to this, such payments shall be made as follows: on daily basis, and to be eligible one of 2 below criteria of default Tier shall be met:

- I. Trades of your referrals are hold for at least 180 (one hundred and eighty) seconds OR
- II. Trades of your referrals are hold for at least 3 pips movement

However, in case of violation of **Terms of Service and Conditions**, new criteria for commission eligibility will apply to your IB profile according to one of below Tiers:

**Tier 1:** 240 seconds OR 4 pips

**Tier 2:** 300 seconds OR 5 pips

**Tier 3:** 360 seconds OR 6 pips

Also, the broker reserves the right to change commission payment from daily to **weekly if abusive behavior does not cease**. The compensation schedule may be changed by the Company at its sole discretion.

2. Trading volume generated from abusive trading by IB referrals will be excluded from the IB's accrued commission
3. The compensation paid for hedging positions equals 50% (fifty percent) of the commission.
4. The IB Commission allocated for trading on accounts with bonuses is paid according to the ratio of balance to the sum of balance (at the moment of order closing)
5. The Introducing Broker understands and accepts that the IB Commission might be limited partially or completely for trades made on accounts with active credit bonus(es). The calculation of IB Commission on such accounts shall be made using the principle of equity participation of credit and Client's personal funds. Each bonus promotion might have unique terms. For more details, contact the Support Team support@connextfx.com
6. IB Commissions shall be calculated and paid daily, subject to any deductions or withholdings required by law. Payment will be made in the currency specified by the Company and to the bank account designated by the Introducing Broker



7. Any disputes regarding IB Commissions must be submitted to the Company in writing within 30 days of the commission payment date. Failure to do so will be deemed a waiver of any claim related to that payment.
8. Introducing Broker shall remain eligible to receive a commission generated by the trading volume of the Client referred, except in the event of termination of this Agreement by the Company for IB's breach of the provisions of this Agreement. Introducing Broker understands that the Company reserves the right to cease commission payments, at its sole discretion, if the Company determines that the IB/Agent is not adhering to the provisions of this Agreement or to the ethical business conduct and overall business performance that the Company expects from its Introducing Broker.
9. The Introducing Broker may receive compensation only for the Introduced Clients from his or her IB Group.
10. Company shall not be responsible for taxes of any kind levied by any federal, state, county, or city governments assessed against the Introducing Broker, resulting from or arising under this Agreement.
11. Any attempts of the Partners to defraud the system by moving the existing retail clients under Sub-IB status with the express purpose of increasing commission, will lead to complete disqualification of this Master-IB from the IB program.
12. The Company reserves the right, at its sole discretion, to delay and/or cancel the IB/Agent Commission received for trading that has been performed solely for generating of this Introducing Broker Commission. Such actions performed by the Introducing Broker and the Introduced Client shall be considered as fraudulent and the Company reserves the right to exclude this Introduced Client from the IB Group and/or exclude the Introducing Broker from the Program.

## **5. MASTERIB AND SUB-IB**

An Introducing Broker, that refers another Introducing Broker to his or her group, becomes a Master-IB, while a referred Introducing Broker becomes his or her Sub-IB. Each Introducing Broker can be at both levels of the program and be the Master-IB and the Sub-IB simultaneously. Sub-IB that refers another Introducing Broker to the Company, becomes a Master-IB for his or her Introduced Clients. If a referred Client brings a new Client to the Company, the referred Client becomes Sub-IB and his or her IB becomes Master-IB.

Both, the Master-IB and the Sub-IB, shall automatically agree to the terms of this Agreement the moment they become Introducing Brokers. The Company shall not be liable for any agreement made between the Master-IB and his Sub-IB.

Master-IB receives the IB commission from the qualified trades of his or her referred Clients and Sub-IBs and the Sub-IB commission from trades of the Clients, referred by his or her Sub-IB.

The Introducing Broker cannot add his/her personal account to his/her IB group. In case the Company discovers that the data on the Introduced Clients' and Introducing Broker accounts,



such as name, address, and/or IP address, matches, the Company reserves the right to exclude this Client from the IB group and withdraw the IB commission received for self-trading.

## **6. INTELLECTUAL PROPERTY**

The Company grants the Introducing Broker a limited, non-exclusive, non-transferable, revocable license to use Company's trademarks, logos, and other intellectual property solely for the purpose of performing the Services under this Agreement. All use of such intellectual property shall be in accordance with Company's brand guidelines.

The Introducing Broker acknowledges that it does not acquire any ownership rights in the Company's intellectual property through this Agreement.

The Introducing Broker shall promptly notify the Company of any unauthorized use or infringement of the Company's intellectual property and shall cooperate with The Company in any enforcement action taken in response.

## **7. TERMINATION**

This Agreement will take effect when the Introducing Broker confirms its acceptance of this Agreement and shall continue until terminated in accordance with the terms hereof.

The Company reserves the right to terminate this Agreement immediately, without prior notice, in the event of a breach of any terms of this Agreement by IB Client.

The Introducing Broker may terminate this Agreement at any time, without cause or penalty, by giving Company a fifteen (15) days prior written notice

Upon termination of this Agreement, the Introducing Broker shall cease all activities under this Agreement, and Company shall have no further obligation to pay IB Commissions except for those earned prior to the termination date. The obligations of confidentiality, intellectual property protection, and any other provisions that by their nature are intended to survive termination shall remain in full force and effect.

## **8. MISCELLANEOUS**

This Agreement shall be governed by and construed in accordance with the laws of Saint Vincent and the Grenadines.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.

Any amendments to this Agreement must be made in writing and signed by both parties.





If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

The Introducing Broker may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Company.

All notices under this Agreement shall be in writing and delivered to the parties at the addresses provided herein or to such other address as a party may designate in writing.

## **APPENDIX 1 TO THE INTRODUCING BROKER AGREEMENT**

### **IB APPLICATION DOCUMENTS**

In order to be approved for participation in the IB Program, the IB shall provide the following documents and information:

#### **1. For individuals:**

- a. Copy of a valid photo identification document issued by the government (e.g. Passport, ID card or driving license)
- b. Full name
- c. Contact information (telephone, email, etc.)
- d. Website(s) or other media channels used by the Prospective IB (Channels)
- e. Bank details for IB Commission remittances, including name of bank account, bank account number and sort code or IBAN, bank name and address
- f. Proof of address, e.g. utility bill, bank statement, residence certificate, credit/debit bank statements, tax statements or local authority tax bill (not older than 6 months from the date of the IB Application) showing the name and address of the applicant).

#### **2. For legal entities:**

- a. Full legal name
- b. Company number
- c. Country of registration
- d. Certificate of incorporation/registration.
- e. Memorandum and Articles of Association
- f. Updated list of shareholders
- g. Registered office address and actual business address, if different
- h. Bank details for IB Commission remittances, including name on bank account, bank account number and sort code or IBAN, bank name and address
- i. Names and copies of valid photo identification documents of director(s) and of beneficial owner(s) owning 25% or more of the share capital in the company.

All copies of documents shall be of good quality, allowing all the text and information from the document to be clearly readable.

Company has the right at its sole discretion to request additional documents and/or information from the IB at any time.