



**Star Bridge
Capital**

Trusted by Traders

INTRODUCING BROKER AGREEMENT

1. INTRODUCTION

1.1 Parties & Purpose

This Introducing Broker Agreement (the "Agreement") is entered into between Star Bridge Capital Global Group LLC ("SBCFX" or the "Company"), registered in St. Vincent and the Grenadines under Registration No. 4343 LLC 2025 and operating under the trade name "SBCFX", and the individual or entity that has submitted the Introducing Partner Application (the "Introducer") (collectively referred to as the "Parties").

1.2 Nature of Engagement

This Agreement establishes the framework under which the Introducer may solicit and introduce prospective clients ("Clients") to SBCFX, subject to the terms herein. For qualifying introductions resulting in active client relationships, the Introducer may be eligible for remuneration as specified in separate provisions. This arrangement, and any associated compensation, constitutes the primary commercial understanding between the Parties (the "Services").

1.3 Introducer's Regulatory Compliance

The Introducer is solely responsible for ensuring full compliance with all applicable laws, regulations, and directives in any jurisdiction where it operates. This includes, but is not limited to, obtaining and maintaining any required license, registration, permission, or authorization necessary to lawfully solicit clients and perform the Services contemplated under this Agreement. The Parties expressly acknowledge that this Agreement does not constitute, and shall not be construed as, SBCFX granting the Introducer any right to act under or exercise any privileges of SBCFX's own financial services licenses or regulatory approvals.

2. DEFINITIONS

2.1 For the purposes of the present Agreement, the following terms shall be interpreted as follows:

"Account" means any trading account opened with any one of the SBCFX entities.

"Active Client" means a Client who has made a minimum of one Completed Transaction during the Payment Cycle.

"Agreement" means this Introducing Broker Agreement.

"Ask" means the higher price in the quote being the price at which the Client may buy.

"Balance" means the total financial result of all Completed Transactions and depositing/withdrawal operations on the trading account.

"Bid" means the lower price in the quote being the price at which the Client may sell.

"Business Day" means a day on which banks are open for business in St. Vincent and the Grenadines but excludes Saturday, Sunday and any other day which is a legal holiday in St. Vincent and the Grenadines.

"Client" means any person, whether an individual and/or a company who has been or is being introduced by the Introducer to SBCFX and with whom SBCFX enters into a Client Agreement.

"Completed Transaction" means two counter deals of the same size (opening a position and closing a position) buy then sell and vice versa.

"Electronic Message" means email, SMS, fax or any other electronic means of communication.

"Existing Client" means:

a Client who already had a trading account with SBCFX at the time the Introducer solicited the Client for the first time, or

a Client who has been introduced by the Introducer and has opened a trading account with SBCFX.

"Force Majeure Event" has the meaning as set out in clause 14.

"Fraud Traffic" means any traffic generated through illegal means or in bad faith to defraud the SBCFX, regardless of whether or not it actually causes harm. Fraud Traffic includes, but is not limited to, spam, false advertising, deposits generated by stolen credit cards, credit card fraud and/or chargebacks, collusion, manipulation of the

service, system, bonuses or promotions, offers to share the compensation paid to the Introducer directly or indirectly with traders, and any other unauthorized use of any third-party accounts, copyrights or trademarks

“SBCFX Products and Services” means all and any trading financial instruments offered by SBCFX, including but not limited to contracts-for-difference (“CFDs”) on foreign exchange, commodities, spot metals, shares, indices and on other and any other asset as stated on SBCFX’S websites (<https://www.sbcfx.com/>)

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, website content, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

“Introducing Partner” or **“Introducer”** means any independent person, whether an individual and/or a company, acting in the course of business and engaged in introducing prospective Clients to SBCFX for transactions in SBCFX Products and Services.

“Licence” means any licence, permission, consent or other authorisation held by SBCFX to provide the SBCFX Products and Services.

“Operative Agreements” means the agreements entered into by the Client and anyone of SBCFX that govern all trading activity of the Client with SBCFX. Operative Agreements consist of the legal documents found on the Legal Documents page of SBCFX and may be amended from time to time.

“Payment Cycle” means the period within which Introducer compensation is accrued and payable.

“Promotional Material” means promotional, advertising, communication and educational materials that relate to the SBCFX, its products and services or relates to the introduction of a Prospective Client or Transaction in an Existing Client’s trading account, and were provided to an Introducer website for the purpose of the present Agreement or made by an Introducer with the prior written consent of the Company. Promotional Materials include, but is not limited to, published written texts, images, SMS, training materials, logos, banners, promo links, trade names, trademarks, including, without limitation any promotional marketing giveaways and/or similar identifying material, audio and video material, computer-based material, web sites, display panels and similar promotions.

“Prospective Client” means any person, whether an individual or a company who has been or is been referred by the Introducer to the Company.

“Spread” means the difference between Ask and Bid.

“Trading Account” means the unique personified registration system of all Completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Trading Platform.

“Transaction” means any contract or transaction entered into or executed by the Client or on behalf of the Client arising under the Operative Agreements.

“Written Notice” has the meaning set out in Clause 8 of this Agreement.

3. COMMENCEMENT

3.1 This Agreement commences on the day the last party executes these terms and conditions and continues unless terminated in accordance with this Agreement.

3.2 In order for an Introducer to be considered for participation by SBCFX in the Introducer Program, the Introducer must:

- a) Complete the application process as specified by SBCFX from time to time.
- b) provide proof of identity documentation(s) such as government-issued proof of identity document i.e. passport, national identity card, or driver’s license, proof of residential address prior to being accepted as an Introducer and any other document or information required by SBCFX. If the Introducer is a company or a legal entity, it must provide:
 - i. Copy of Certificate of Incorporation;
 - ii. Certificate of good standing or other proof of registered address of the company;
 - iii. Proof of identity and proof of address of directors;
 - iv. Proof of identity and proof of address of other authorised representatives in case he/she will deal with SBCFX on behalf of the entity;

- v. Proof of identity and proof of address of all ultimate beneficial owner/shareholders (25% or more) prior to being accepted as an Introducer; and
 - vi. Any other document or information required by SBCFX.
- 3.3 If the Introducer is a company or a legal entity then the person agreeing to this Agreement on behalf of that company or entity hereby represents and warrants that he or she is authorized and lawfully able to bind that company or entity to this Agreement and the company has the full right, power and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other third party.
- 3.4 The Introducer represents and warrants that where it applies is qualified, authorized or permitted under any applicable law, regulation or directive to provide the Services or offer SBCFX Products and Services and that all actions that will be performed by the Introducer will comply with the applicable laws, regulations and directives. The Introducer hereby acknowledges that it is solely responsible for being informed of all matters that are related to the applicable laws, regulations, and directives.
- 3.5 SBCFX will assess the Introducer's application in good faith and will notify the Introducer of SBCFX acceptance or rejection in a timely manner. If the Introducer's application is rejected, for any reason, the Introducer may reapply only once the Introducer has rectified the issues which lead to his or her rejection.
- 3.6 Where requested by SBCFX from time to time, the Introducer must immediately provide SBCFX, sufficient proof of identity documentation, and where applicable proof of address.
- 3.7 The Introducer upon request by SBCFX from time to time must provide true and complete information about the Introducer and/or the Introducer's activities, blogs, websites, social media profiles, and any other information directly and/or indirectly related to the terms of the Agreement and notify SBCFX promptly in case of any changes.
- 3.8 The Introducer upon the commencement of this Agreement or as requested from time to time by SBCFX must immediately provide to SBCFX sufficient proof of ownership of the Introducer's blogs and/or websites and/or social media profiles and/or otherwise.
- 3.9 The Introducer will always maintain in force all necessary registrations, authorizations, consents and licenses to be enabled to provide the Services and fulfil his or her obligations under this Agreement, has the ability, sufficient resources, and capacity to enter into this Agreement and will fully comply with all applicable laws, regulations and directives (including but not limited to financial services regulations, data protection, trademark, copyright and anti-spamming rules) applicable to the Introducer or to the jurisdiction in which the Introducer is resident or carries on business.
- 3.10 Whenever requested by SBCFX, the Introducer will supply details and evidence of its status, business and compliance with any licensing and/or authorization requirements applicable to the Introducer's activities.
- 3.11 The Introducer hereby confirms and understands that he/she will not be entitled to receive any type of compensation when this results from or is in connection with the Introducer's personal/own trading activity with SBCFX.
- 3.12 To promote and market the SBCFX 's Products and Services the Introducer must use only the Promotional Material provided by SBCFX. In case when promotional materials will be prepared by the Introducer, the Introducer will provide these promotional materials to SBCFX and will obtain the prior written approval of SBCFX before the use of such Promotional Materials. Once Promotional Materials which have been prepared by an Introducer and submitted to SBCFX Partner or SBCFX for approval, they become the property of the entity to whom the Affiliate submits the Promotional Material. Promotional Materials, including website landing pages and other materials prepared by an Introducer in the performance of this Agreement, must only be used for the purposes set out in this Agreement, only after the Introducer has obtained prior written approval from SBCFX and must contain the Introducer's logo and a disclaimer that states the following:
- 3.13 "All materials are prepared by the Introducer and SBCFX bear no responsibility regarding the provided information and/or materials. All claims should be addressed to the Introducer. All rights of SBCFX and other entities that trade under the "SBCFX" or trademark, brand or logo are reserved and the "SBCFX" trademark, brand or logo cannot be used without the prior written consent of SBCFX or the owners of those trademarks, brands or logos." To perform the Services described in this Agreement, the Introducer will bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities relating to the Services.

- 3.14 The Introducer's websites, blogs, social media profiles and any other websites associated with the Introducer may be monitored or reviewed by SBCFX as deemed necessary to ensure at all times that:
- it is up-to-date and to notify the Introducer of any instructions which the Introducer is obliged to follow and/or comply with;
 - it contains relevant promotional materials.
 - it does not breach Intellectual Property Rights and other proprietary rights of SBCFX.
 - the Promotional Material is clear, fair, and not misleading and not deceptive; and
 - it complies with the provisions of this Agreement and with all applicable laws, regulations or directives.
- 3.15 The Introducer will provide all necessary website raw data files and access to websites, blogs, social media profiles or any other websites associated with the Introducer for the purposes set out in clause 3.15. This shall include the accounts change history where necessary. Access shall be provided within 24 hours of any request.
- 3.16 Any Promotional Material developed or created by SBCFX and placed or used by the Introducer, is owned by SBCFX and, except for the purpose of this Agreement, must not be used by the Introducer solely or in conjunction with any third party, without the prior written consent of the Company. The Company, SBCFX can withdraw approval of the Introducer's use of the Introducer's Links. Further, SBCFX may require from time to time that an Introducer make changes to the placement of any Promotional Material to:
- Ensuring the Introducer's website and/or social network have a link directing Prospective Clients to SBCFX websites;
 - Ensuring the Promotional Material can only be provided to Prospective Clients with the prior written approval of SBCFX;
 - Ensuring the placement of the Promotional Material is in an obvious location on Introducer's website and includes the name of the Company along with Services to be provided; or
 - Any other reason considered necessary by the Company, SBCFX.
- 3.17 While this Agreement is in force, the Introducer must at all time act in good faith and must not make any false and/or misleading representations or statements with respect to SBCFX, the Introducer Program and/or SBCFX Products and Services provided and/or engage in any other practice which may adversely affect the image, credibility or the reputation of SBCFX.
- 3.18 The Introducer undertakes not to take and/or assist and/or cause due to any act or omission, directly and/or indirectly to SBCFX and/or SBCFX Products and Services the following:
- using any website for unlawful activities, or having any content on his or her website, that is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third-party rights and shall not link to any such material; and/or
 - violating any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about SBCFX activities and business; and/ or
 - downloading or accessing software that potentially enables the diversion of commission from other Introducers in this Introducer Program.
- 3.19 Without prejudice to the foregoing, SBCFX will not be responsible and the Introducer will bear sole responsibility for any unlawful and/or illegal acts and/or omissions, including but not limited to using another person's copyright material or other intellectual property in violation of the applicable laws, regulations, directives or any third-party rights.
- 3.20 SBCFX reserves the right at its absolute discretion to terminate this Agreement and the Introducer's participation in the Introducer Program and/or remove a Client from the Introducer for the purpose of calculating compensation with immediate effect in the event SBCFX suspect that the Introducer and/or any of his/hers Clients commits any fraud in the use of and/or abuse of the Introducer Program and/or any attempt of collusion and/or manipulation and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or breach of the terms and conditions of this Agreement and/or breach any applicable laws, regulations and directives. In the event that SBCFX terminates this Agreement because of a breach this clause, SBCFX will not be liable to the Introducer for any commissions resulting from such fraud, breach or abuse detected and/or suspected.
- 3.21 The Introducer acknowledges and accepts that it is prohibited from using the Promotional Materials and/or any other information provided by SBCFX in order to encourage users of its websites, blogs, or social media accounts or any Prospective Clients of SBCFX to transfer or provide access to the Introducer Prospective Client's or Client's funds, permit the Introducer to trade on behalf of the Prospective Client or Client or offer in any way investment advisory services. SBCFX can monitor and seek verification from the Introducer that to ensure the Introducer does not engage in any activities contemplated by this clause. If

requested, the Introducer agrees to any necessary monitoring and to provide and necessary verification within 24 hours of the request.

- 3.22 The Introducer must not transmit to or in any way, whether directly or indirectly, expose SBCFX websites, content, platforms and property to any computer virus or other similarly harmful or malicious material, virus or device.
- 3.23 The Introducer must not cause or assist by any act or omission in the creation or design of any website, which explicitly or impliedly resembles the SBCFX website and/or leads Clients to believe the Introducer is SBCFX or any other affiliated business.
- 3.24 The Introducer will promptly inform and/or disclose to SBCFX of any development and/or information or acts of a third party that has become known to the Introducer that could potentially harm and/or have a material impact on SBCFX and/or SBCFX Products & Services and/or their reputation in any way and manner.
- 3.25 The Introducer cannot use or register a domain name or utilize through any search engine activity within any territory, keywords, search terms or any other brand identifiers for his/her activities with the name of SBCFX or any other similar words or phrases which may be confused with the main brand of SBCFX without the prior written consent of the Company SBCFX or SBCFX.
- 3.26 SBCFX reserve the right to request that the Introducer provide it, SBCFX or any relevant authorities direct read-only access to an Introducer's paid search account for the purposes of monitoring keyword activity and the change history of an account at any time. Where access is requested, it will be provided within 48 hours of such request. Access will be granted to SBCFX, SBCFX and/or the relevant authorities in relation to all relevant data, books and/or premises of the Introducer.
- 3.27 Notwithstanding any other term of this Agreement, the Introducer will not introduce to SBCFX Prospective Clients from jurisdictions to which SBCFX are not permitted to offer or provide SBCFX Products and Services including in the USA, the Democratic Republic of Korea, Iran and any other jurisdictions that are listed on the SBCFX website.
- 3.28 The Introducer acknowledges that it will not be entitled to compensation in the circumstances where such Prospective Clients and/or Clients are introduced from jurisdictions which are excluded as stated above.
- 3.29 The Introducer and its representatives will comply with applicable laws, regulations or directives in the provision of the Services.
- 3.30 Where an Introducer breaches this Agreement, SBCFX will have the right to terminate this Agreement and inform Clients referred by the Introducer of such termination.
- 3.31 SBCFX will have the right to maintain records of an Introducer's activities and any Clients they have referred under this Agreement and the Introducer will, at their own cost, provide such records and/or reports to SBCFX on a monthly basis or as otherwise agreed between SBCFX and the Introducer.
- 3.32 The Introducer must establish, implement and maintain adequate contingency plans for disaster recovery and periodic testing of backup facilities, where this is necessary.

4. MONITORING, ATTESTATIONS AND AUDITING

- 4.1 SBCFX reserves the right for it or SBCFX to regularly monitor the Introducer's activities to ensure compliance with this Agreement and any applicable laws, regulations and directives. SBCFX may request access to any websites, blogs, social media accounts or any other information, data or accounts, in whatever format, in connection with this Agreement. Where such a request is made, the Introducer will provide all the necessary information and access within 48 hours of the request.
- 4.2 SBCFX will have the right to direct the Introducer to obtain and provide it with a report, prepared by a suitably qualified person as nominated by the SBCFX, regarding the Introducer's compliance with this Agreement or any applicable laws, regulations and directives. The costs associated with the preparation of such a report will be borne solely by the Introducer. The terms of any such review or audit must be agreed to by SBCFX.

- 4.3 Prior to the payment of any compensation under clause 5, SBCFX may require the Introducer to provide SBCFX with a signed attestation in the form required by SBCFX regarding the Introducer's compliance with the Agreement and any applicable laws, regulations and directives.

5. COMPENSATION

- 5.1 The Introducer's compensation is calculated and paid subject to the terms provided in Appendix, which may be amended from time to time at SBCFX absolute and sole discretion by giving at least 7 business days prior Written Notice. The Introducer may terminate this Agreement if they do not agree to the changes in calculating compensation.
- 5.2 When requested by the Introducer, SBCFX may, at its own discretion, quote a wider Spread for certain currency pairs for Clients introduced by the Introducer and SBCFX will pay to the Introducer the total of the wider spread or part thereof, as set out in Section B of the Appendix to this Agreement when applicable.
- 5.3 When requested, SBCFX may charge Clients, introduced by the Introducer, additional commissions or mark-ups and pay these amounts to the Introducer in accordance with clause 5.1 of this Agreement. The Introducer agrees that SBCFX will determine, in its sole discretion, the maximum commission or mark-up charge allowable on each Transaction. SBCFX reserves the right to alter or amend its schedule of allowable commissions or mark-ups, at any time upon Written Notice to the Introducer.
- 5.4 In addition to amounts payable in accordance with clauses 5.1 and 5.2, SBCFX may pay to the Introducer additional compensation as set out in the Appendix to this Agreement regarding the number, volume and value of deposits of the Clients.
- 5.5 SBCFX will pay compensation to the Introducer for completed trades in a rebate account, save where SBCFX has notified the Introducer otherwise by Written Notice. SBCFX reserves the right to alter or amend this clause at any time upon Written Notice to the Introducer. Should the Introducer request for the compensation amount(s) to be withdrawn to a bank account or Moneybookers (Skrill, Neteller, etc.) account, the Introducer acknowledges and agrees that, on request by SBCFX, it must provide sufficient evidence to verify that the bank account or destination account is held under the Introducer's name. SBCFX will not be liable for any delays if the Introducer has not registered any payments, registered incorrect payment details or failed to provide proof of bank account ownership.
- 5.6 In the event where the Client of the Introducer opens a promotional account and/or is eligible to receive any bonus or promotion by SBCFX, the commission payment shall not apply and compensation shall be paid to the Introducer at such rate as will be determined by SBCFX. The Introducer shall have a right to receive the varied payment terms, subject to giving Written Notice to SBCFX.
- 5.7 For the avoidance of doubt, no rebates, commissions, or other compensation under this Agreement shall be payable to the Introducer for any Transaction that involves the use of credit, funds, or trading capacity that is not directly and exclusively derived from the Client's own cash deposit. This includes but is not limited to:
- a) any credit, bonus, or promotional offer added by SBCFX to the Client's account that exceeds the trading capacity derived from the Client's own cash deposit and standard leverage; and
 - b) any trading activity funded by platform-provided credit, temporary margin support, or other funds not originating from the Client's own cash deposit.

SBCFX reserves full discretion to determine what constitutes platform credit or non-qualifying funds and may audit Client accounts accordingly. If such activity is detected, any associated rebates or commissions shall be subject to adjustment or reversal.

- 5.8 Without prejudice to the foregoing, SBCFX has the right to do one or more of the following, with email notification:
- a) not to pay to the Introducer the compensation under this clause;
 - b) cancel any accrued commission entitlements directly related to issue of concern;
 - c) amend the terms of the Appendix and/or the terms of this Agreement;
 - d) close any Introducer account with immediate effect; and
 - e) terminate the Agreement,

if SBCFX is of the reasonable opinion that:

- a) any of the transactions entered into or executed by the Client under the Operative Agreements, are being opened and closed just for the benefit of earning compensation for the Introducer (often referred to as "churning"); or
 - b) the Introducer has engaged in any form of abuse, market abuse or market manipulation;
 - c) the Introducer has acted dishonestly towards a Client or a Prospective Client;
 - d) the traffic referred by the Introducer constitutes Fraud Traffic; or
 - e) the Introducer has breached any term of this Agreement.
- 5.9 If churning occurs, SBCFX reserves the right to charge a fee to the Introducer equivalent to the amounts earned from churning.
- 5.10 The Introducer acknowledges it is not entitled to earn Introducer's compensation from trading on his/her own personal Trading Account.

6. INTRODUCER RELATIONSHIP AND ACTIVITIES

- 6.1 The Introducer will act as a mediator between SBCFX and his/her Clients for enhancing the quality of service offered to his/her clients as well as introducing and/or explaining the services offered by SBCFX to his/her Clients.
- 6.2 The parties agree that nothing in this Agreement creates a relationship between them of employer/employee, principal/agent, a joint venture or a partnership, and each party shall be solely responsible for its own action or inaction.
- 6.3 The Introducer is the agent of the person it refers to SBCFX and in that capacity is not the agent of SBCFX.
- 6.4 In performing the Services under this Agreement, the Introducer is an independent contractor and as such is liable for any taxes, insurance contributions or any other assessments incurred by it in the course of business generally and in relation to this Agreement.
- 6.5 Any existing agreements of a similar nature to this Agreement between the Introducer and SBCFX are hereby cancelled except in respect of any pre-existing debts or benefits accrued under them.
- 6.6 Without prejudice to the obligations of the Introducer under this Agreement and specifically, the service of acting as a mediator between SBCFX and the prospective Client for the conclusion of a financial transaction, including the presentation and analysis of the financial products of SBCFX bear no responsibility and have no liability for any advice or recommendation or decision provided by the Introducer to the Client.
- 6.7 Each Client introduced to SBCFX by the Introducer must be eligible to become a client of that company and must open an account with SBCFX, by:
- a) Completing the company's designated client application form;
 - b) Sending, as a minimum, documents proving the Client's identity and address, or
 - c) Providing requested company documentation, shareholders' details and directors' proof of address and identification, as a minimum, in respect of a client profile registered in the name of a Legal entity.
- 6.8 SBCFX reserve the right not to recognize any Client as introduced by the Introducer if the Client does not provide the Introducer identification number during the initial trading account application process or by Written Notice within five Business Days after the trading account has been opened by the Client.
- 6.9 SBCFX reserve the right to determine, in their sole discretion whether a Client has been introduced by the Introducer if the Client's registration was not carried out in accordance with clause 6.7.
- 6.10 SBCFX reserve the right not to accept the Client as being introduced by the Introducer and not to pay to the Introducer the compensation for the Completed Transactions made by such Client, if:
- a) The Client opens a trading account with SBCFX more than five Business Days before the Client is introduced by the Introducer, or
 - b) The Client already has a trading account with one of SBCFX or any associated entity more than five Business Days before the Client is introduced by the Introducer.
- 6.11 SBCFX has the right to reject any potential Client who does not meet the criteria detailed in SBCFX'S internal compliance procedures and the Introducer hereby agrees that all new account applications must be approved by SBCFX in writing before trading is allowed to commence.
- 6.12 Removal/Transfer of Clients:

- a) Whereas a Client has communicated to SBCFX that he/she wishes to be removed and/or transferred and/or unlinked from an Introducer, SBCFX shall, from the date of that communication, cease paying the Introducer any compensation and the Introducer shall have no further rights in respect of the unlinked Client and SBCFX shall inform the Introducer via email within 24 working hours. Under no circumstances shall SBCFX be liable for any consequences of any such removal from an Introducer and/or transfer to another Introducer.
- b) Any indication or suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity relating to the removal and/or transfer of Client(s) between Introducers, shall entitle SBCFX, to take any action they deem fit and proper in their sole and absolute discretion, including but not limited to the annulment of any directly related compensation and/or termination of this Agreement.

7. LIMITATIONS OF LIABILITY AND INDEMNITY

- 7.1 To the extent permitted by law, SBCFX will not be liable to the Introducer with respect to any subject matter of this Agreement for any claim in contract, negligence, tort, strict liability, or any other legal or equitable principles for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits or lost business) even if SBCFX have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this Agreement, in no event will SBCFX cumulative liability to the Introducer arising out of or related to this Agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable principles, exceed the total commission fees payable to the Introducer under this Agreement.
- 7.2 SBCFX makes no express or implied representations or warranties regarding their services and website or the products or services provided therein, any implied warranties of SBCFX ability, fitness for a particular purpose, and noninfringement are expressly disclaimed and excluded. In addition, SBCFX makes no representation that the operation of their site or the SBCFX site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.
- 7.3 The Introducer will indemnify SBCFX and keep them indemnified on and in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which SBCFX suffers or incurs as a direct or indirect result of any act of omission of the Introducer in connection with its relationship with SBCFX or any Client introduced by the Introducer to SBCFX any failure by the Introducer to perform any of the Introducer's obligations under this Agreement or any breach of any provision of this Agreement including without limitations, any refusal or failure to provide any authorization as SBCFX may require, whether under clause 3.10 or otherwise.
- 7.4 Unless specifically provided in this Agreement, SBCFX shall in no circumstances be liable to the Introducer for any consequential direct or indirect losses, loss of profits, loss of opportunity, costs, expenses, penalties or damages the Introducer may suffer in relation to this Agreement.
- 7.5 Subject to the terms of this Agreement, the Introducer agrees to indemnify and hold SBCFX and its principals, shareholders, officers, directors, employees, agents and representatives harmless from and against any and all claims, judgments, settlements, expenses damages, costs, penalties (including those stemming from regulators) involving the Introducer's activities or its Clients' accounts including account deficits, loss or losses and expenses (including reasonable legal fees) that they may sustain or become liable or answerable for or shall pay, as a result of any alleged act, practice, conduct or omission of the Introducer or its Principals, shareholders, officers, directors, employees, agents or representatives with respect to the Clients introduced to SBCFX by the Introducer, insofar as such Losses (or actions in respect thereof) arise out of the breach of the Terms and Conditions of the present Agreement.

8. WRITTEN NOTICE

- 8.1 Unless the contrary is specifically provided in this Agreement, any Written Notice under this Agreement may be made or given by any of the following means:
 - a) email;
 - b) published on the SBCFX Partner's website, the SBCFX websites.
- 8.2 The Introducer warrants that all contact information disclosed to SBCFX in accordance with this Agreement shall be true, correct and accurate. Any attempt by the Company or SBCFX to contact the Introducer unsuccessfully due to incorrect communication information provided (e.g. postal address, email address or fax numbers) by the Introducer, may result in the immediate suspension and/or termination of the Agreement by SBCFX.
- 8.3 Any Written Notice is deemed to have been served:
 - a) if sent by email, within one hour after emailing it;

- b) if published on the SBCFX Partner's website or SBCFX websites, within one hour after it has been posted.

9. AMENDMENT AND TERMINATION

- 9.1 The Introducer acknowledges that SBCFX has the unilateral right to modify the terms of this Agreement, including any Addendum or Appendices by giving to the Introducer at least 3 Business Days Written Notice.
- 9.2 The Introducer may terminate this Agreement by giving one (1) day Written Notice to SBCFX.
- 9.3 SBCFX may terminate this Agreement with immediate effect by giving Written Notice to the Introducer.
- 9.4 Upon termination of the Agreement, the Introducer is obliged to return to SBCFX any Promotional Material and the Introducer will withdraw such Promotional Material.
- 9.5 Termination of this Agreement shall have the effect of cancelling any accrued commission benefits with immediate effect. Any such termination, however, will not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination.

10. PERSONAL DATA AND RECORDING OF TELEPHONE CALLS

- 10.1 SBCFX may process, use, store or otherwise process personal information provided by the Introducer.
- 10.2 By entering into this Agreement, the Introducer will be consenting to the transmittal of the Introducer's personal data (and/or have obtained consent from individuals working on the Introducer's behalf) outside the European Economic Area.
- 10.3 The Introducer agrees that SBCFX may pass information about the Introducer which the Introducer has provided to SBCFX and/or to third parties in order to assist SBCFX to process and/or analyze the relevant information as a part of fulfilling SBCFX 's obligations under this Agreement. Should the Introducer not consent for SBCFX to transmit and/or process his/her personal data and/or his/her personal data to be used for such purposes, the Introducer shall give SBCFX Written Notice.
- 10.4 Such personal data may also be used for marketing purposes, or to conduct research for SBCFX or other companies in its group that may use the personal data to bring to the attention of the Introducer products and services that may be of interest to the Introducer. If the Introducer does not wish the Introducer's personal data to be held for such purposes, the Introducer shall give SBCFX Written Notice.
- 10.5 Telephone conversations between the Introducer and SBCFX shall and/or may be recorded and/or monitored and/or processed. The Introducer by entering into this Agreement expressly consents to SBCFX recording and/or processing these telephone conversations and/or electronic communications. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of SBCFX and will be accepted by the Introducer as conclusive evidence of the instructions or conversations so recorded. The Introducer agrees that SBCFX may deliver copies of transcripts of such recordings to any court, regulatory or government authority. A copy of the records kept in accordance with this clause shall be provided to the Intermediary upon request and shall be kept for a period of five years and where requested by any competent authority, for a period of up to seven years from the date of creation of the record.

11. CONSENT TO DIRECT CONTACT

- 11.1 The Introducer expressly invites SBCFX, for the purpose of administering the terms of this Agreement or otherwise marketing financial services and products, from time to time, to make direct contact with the Introducer by telephone, fax or otherwise.
- 11.2 The Introducer consents to such communications and acknowledges that such communication would not be considered by the Introducer as being a breach of any of the Introducer's rights under any relevant data protection and/or privacy regulations

12. CONFIDENTIALITY

- 12.1 All confidential information, including, but not limited to, any business, technical, financial, and Client information disclosed by SBCFX and/or acquired by the Introducer during negotiation or the effective term

of this Agreement, will remain the sole property of SBCFX. Without prejudice to the foregoing, information of confidential nature will be treated as such provided that such information is not already in the public domain. Information of a confidential nature will only be disclosed to any person other than an associated entity of SBCFX, in the following circumstances:

- a) where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over SBCFX or the Introducer;
- b) to investigate or prevent fraud or other illegal activity;
- c) if it is in the public interest to disclose such information;
- d) as provided in the Operative Agreements of SBCFX;

12.2 It is mutually understood between the parties that both of them have sound mechanisms in place to guarantee the security and authentication of the means of transfer of information minimize the risk of data corruption and unauthorized access and to prevent information leakage maintaining the confidentiality of the data at all times.

12.3 The rights granted by this section of the Agreement will be in accordance to SBCFX's Privacy Policy available on the websites <https://www.sbcfx.com/> and in line with any applicable legislation and/or regulation and/or the General Data Protection Regulation 2016/679.

13. PROPRIETARY PROPERTY

13.1 Subject to terms and conditions of this Agreement, SBCFX may grant to the Introducer, for the duration of this Agreement, a non-exclusive and revocable license to use the proprietary property.

13.2 The proprietary property, regardless of the author, shall remain the sole property of SBCFX and shall be accounted for and returned by the Introducer to SBCFX on demand. It is expressly understood that the Introducer's license to the use or possession of the proprietary property is to fulfil its obligations to SBCFX under this Agreement and that the Introducer has no other right or proprietary interest in the proprietary property other than the license provided in this clause.

13.3 In the event of the termination of this Agreement for any reason, the Introducer will promptly surrender, and deliver to SBCFX, proprietary property, including but not limited to, all materials, equipment, documents and data pertaining to its relationship with, or any proprietary information of, SBCFX, including all copies thereof.

13.4 The Introducer agrees to indemnify SBCFX and keep them indemnified at all times against all or any costs, claims, damages or expenses incurred, or for which they may become liable, with respect to any proprietary property infringement claim or other claim relating to the provision of services supplied by the Introducer to SBCFX during the course of this Agreement.

13.5 Except as permitted herein, the Introducer shall not and is not authorised to:

- a) use the "SBCFX" trademark, name or any of SBCFX's other intellectual property (or any variations or misspellings thereof or other term or terms confusingly similar to any of the foregoing) (all of the foregoing, including without limitation, the "links" and the "licensed materials" of SBCFX), without SBCFX's express prior written permission;
- b) use of SBCFX's IP address in a domain or website name, in any bids for keywords or google AdWords (or similar programs at other search engines), in any search engine advertising (paid or otherwise), in any metatags, google AdWords (or similar programs at other search engines), keywords, advertising, search terms, code, or otherwise; and
- c) cause or create or act in any way that causes or creates or could cause or create any "initial interest confusion" over the use of SBCFX's and or SBCFX's Partner's IP on the internet or in any search engine advertising.

13.6 Such use of SBCFX's and or SBCFX's Partner's IP rights in any manner, other than as expressly permitted herein (in addition to being a breach of this agreement) shall constitute an unlawful infringement of SBCFX'S trademarks, copyrights or other intellectual property rights, and may subject the Introducer to claims for damages (including without limitation, treble damages for knowing or willful infringement), and the obligation to pay any legal fees and costs in connection with any action or proceeding in which SBCFX seek to enforce their rights under this agreement or with regard to any of our intellectual property rights.

13.7 The Introducers is hereby deprived of any right to use "SBCFX" as the part of or a sole word while registering domain names or as the part of or a sole word while taking nickname in any social network and/or from any other unauthorized usage of "SBCFX" for personal needs and not related to this Agreement. Also, it is prohibited without SBCFX written approval to use SBCFX's registered trademarks, trade names, service mark, copyright, license, intellectual property, and other proprietary information.

14. FORCE MAJEURE

- 14.1 SBCFX shall not be liable for the non-performance or improper performance of their obligations under this Agreement, should SBCFX be prevented from or is unable to do so due to a Force Majeure Event.
- 14.2 A Force Majeure Event is defined to include (but is not limited to) any Government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; labour disputes not including disputes involving the Company's workforce; discontinuance or suspension of the operation of any market; failure of communication for any reason with Market makers, mal-functioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the trading platform(s); Any other extreme event beyond the reasonable control of the Company which may suddenly or drastically affect the prices in the underlying asset /market as well as any other event, act and/or circumstances that will have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within SBCFX's reasonable control, and the effect of that event(s) is such that SBCFX are not in a position to take any reasonable action to prevent.
- 14.3 If SBCFX determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) SBCFX may without prior Written Notice and at any time take or omit to take all such actions as they deem to be reasonably appropriate in these circumstances.

15. DISPUTE RESOLUTION

- 15.1 The parties further agree that they will use the following procedure to identify and resolve disputes between them:
- a) either party may identify a dispute by sending a notice to the other party in accordance with clause 8;
 - b) following the receipt of a dispute notice by a party to this Agreement ("Dispute Date"), the parties will consult in good faith in an attempt to resolve the dispute in a timely manner, including, without limitation, by exchanging any relevant information and by identifying and using any agreed process which can be applied to the subject of the dispute or, where no such agreed process exists or the parties agree that such agreed process would be unsuitable, determining and applying a resolution method for the dispute; and
 - c) with respect to any dispute that is not resolved within 5 Business Days of the Dispute Date, refer issues internally to appropriate senior members of staff of such party or of its Introducer, adviser or agent in addition to actions under (b) immediately above (including actions under any Agreed Process identified and used under (b) immediately above) and to the extent such referral has not occurred as a result of action under (b) immediately above (including any agreed process).

16. MISCELLANEOUS

- 16.1 In the event that a situation arises, that is not covered under this Agreement, SBCFX will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 16.2 No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by SBCFX shall constitute a waiver by SBCFX of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under this Agreement or at law.
- 16.3 Any liability of the Introducer to SBCFX under this Agreement may in whole or in part be released, compounded, compromised or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by SBCFX of a breach of any of the terms of this Agreement or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by SBCFX of a breach of any of the terms of this Agreement or a default under these terms will not prevent SBCFX from subsequently requiring compliance with the waived obligation.
- 16.4 The rights and remedies provided to SBCFX under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 16.5 Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Introducer and SBCFX.

- 16.6 The Introducer will not represent itself as an agent of SBCFX and the Introducer will have no authority or power to bind SBCFX or to contract in the name of or create a liability against any of these.
- 16.7 The Introducer agrees to inform SBCFX about all facts and circumstances, he/she becomes aware of, that may result in undesired consequences (risks) for SBCFX.
- 16.8 The Introducer agrees that SBCFX can assign, novate or transfer the benefit and burden of this Agreement to a third party in whole or in part, provided that such third party agrees to abide by the terms of this Agreement. Such assignment, novation or transfer will come into effect 10 Business Days following the day the Affiliate is deemed to have received Written Notice of the assignment, novation or transfer in accordance with this Agreement.
- 16.9 If any term of this Agreement (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.
- 16.10 The Introducer may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Introducer's rights or obligations under this Agreement without the prior written consent of SBCFX and any purported assignment, charge or transfer in violation of this term shall be void.
- 16.11 The Introducer shall inform SBCFX of any other business activities entered into by the Introducer during the term of this Agreement and shall provide SBCFX with information, as requested, regarding such activity.
- 16.12 This Agreement and any Addendums and Appendices referred to in it, constitute the entire agreement between Parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between Parties or either of them.
- 16.13 The Introducer agrees to inform SBCFX about all the facts and circumstances, it becomes aware of, that may result in undesired consequences (risks) for SBCFX.
- 16.14 Nothing in this Agreement creates a partnership or establishes a relationship of principal and agent or any other fiduciary relationship between the Parties.
- 16.15 This Agreement shall be governed by and construed in accordance with the laws of St. Vincent and the Grenadines.
- 16.16 With respect to any proceedings, the Introducer irrevocably:
- d) agrees that the courts of St. Vincent and the Grenadines shall have exclusive jurisdiction to determine any proceedings,
 - e) waives any objection which the Introducer may have at any time to the bringing of any proceedings in any such court, and
 - f) agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Introducer.
- 16.17 The headings and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
- 16.18 Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.
