

Introducing Broker Agreement

This Introducing Broker Agreement is between Ace Global Limited (“AceFxPro”) and Introducing Broker (“IB”). In consideration of the promises and the covenants and representations contained in this agreement, the parties agree as follows:

1. GENERAL

(1) AceFxPro carries on a business of dealing in over-the-counter forward and spot foreign currency and foreign currency options contracts and contracts for difference (“CFDs”) and is licensed in to advise on, deal in and make a market in derivatives and foreign exchange contracts.

(2) IB is engaged in the business of soliciting counterparties for transactions in foreign exchange and index CFDs and wishes to introduce such counterparties to AceFxPro.

(3) IB and AceFxPro wish to enter into an agreement pursuant to which introducer will serve as AceFxPro non-exclusive referral source to identify and refer prospective, suitable counterparties to AceFxPro for the purpose of entering into transactions in foreign exchange and index CFDs.

2. INTRODUCER SERVICES

(1) AceFxPro is a dealer in CFDs and spot Forex trading and offers its clients the ability to trade in CFDs and spot Forex via AceFxPro’s dealer facilities.

(2) The business activities of IB may be enhanced if the Referring Party had trading sources to which it may refer its market participants, clients or students.

(3) The IB is in the business of providing access to the financial markets, providing educational seminars and teaching individuals to trade in the financial markets.

(4) The IB seeks to receive compensation for referrals to AceFxPro.

3. COMMISSION

(1) For the purposes of this agreement a “Referred Client” means a Prospect who (during this agreement) as a result of a referral by the Referring Party to AceFxPro opens an account with AceFxPro for Trading Services, but excluding any person who has at that time or has previously had an account with AceFxPro.

(2) AceFxPro will pay the commission during this agreement in respect of each CFD trade and/or spot Forex trade opened or closed by a Referred Client with AceFxPro in the course of the Trading Services during this agreement. AceFxPro shall be entitled to reduce the amount of Commission to reflect any increased cost to AceFxPro in providing the Trading Services which cost is imposed by any law or regulatory rule.

(3) If during this agreement the Referring Party introduces any other person to AceFxPro (who is not already known to AceFxPro) and (as a direct result) AceFxPro enters into an agreement with that Other Introducer pursuant to the Additional Agreement and in respect of whom AceFxPro is liable pursuant to the Additional Agreement to pay commission to that Other Introducer.

(4) The following procedures will apply to all referrals and introductions of Other Introducers under this Agreement:

(a) No referral or introduction will be valid unless acknowledged by an officer of AceFxPro.

(b) The email acknowledgement of a referral or introduction will be valid for three months from the date of the acknowledgement. If a business relationship between AceFxPro and the Other Introducer is not finalised within the three month period, and the Other Introducer later enters into a business relationship with AceFxPro, the Referring Party will not be entitled to Additional Commission on the Other Introducer’s business.

(c) No identification or other information concerning a prospective Other Introducer will be protected from other use by AceFxPro unless and until acknowledged by an officer of AceFxPro. AceFxPro may place restrictions and conditions on any acknowledgement, including restrictions and conditions on the manner in which the prospective Other Introducer may be solicited.

(d) These procedures for acknowledgment of referrals/introductions supersede and take precedence over anything inconsistent with them in this Agreement or any other agreement between the parties.

(5) AceFxPro will pay any Commission due under this agreement directly in arrears (Additional Commission will be paid monthly).

(7) All Commission and Additional Commission is stated inclusive of VAT.

(8) AceFxPro shall be entitled to deduct and withhold from any Commission and/or Additional Commission any tax or other amount it is required by any law or regulation to so deduct or withhold and any other amount payable by the Referring Party to AceFxPro under this agreement.

(9) AceFxPro may decline to pay Commission to IB for trading which AceFxPro, in its sole discretion, determines to have been done excessively in order to generate compensation for Referring Party without a legitimate intent to profit from market movements.

5. INDEMNITY AND EXCLUSIONS OF LIABILITY

(1) The Referring Party shall indemnify AceFxPro on demand against all costs claims losses damages liabilities and expenses whatsoever and howsoever arising which AceFxPro may suffer or incur arising out of a) any fraud, misrepresentation and/or breach of this agreement by the Referring Party, b) any advice given to any person by the Referring Party and c) any claim action or proceeding to which AceFxPro may be a party (including any between a third party and the Referring Party) relating to any act or omission of the Referring Party.

(2) Neither party shall be: required to do any act or thing which would be in breach of any law or regulatory rule applicable to it; deemed to be in breach of this agreement by reason of doing any act or thing or omitting to do any act or thing in order to comply with any law or regulatory rule applicable to it; liable to the other for any special, indirect or consequential loss or damage (including without limitation any loss of revenue, business, data, profit, anticipated profit or goodwill) however caused, arising out of or in connection with this agreement.

(3) Nothing in this agreement shall exclude or limit either party's liability for fraud.

6. TERMINATION

(1) Either party (the "Notifying Party") shall be entitled at any time by email to the other to terminate this agreement:

(a) forthwith: in the event that the other party commits a breach of this agreement and (if capable of remedy) fails to remedy the same within 10 days of being required by the Notifying Party in email to do so (such notice to give reasonable particulars of the alleged breach);

(b) forthwith: a) on the other party passing a resolution, or the court making an order, that such other be wound up or b) if a receiver, administrative receiver, administrator or like person is appointed in respect of all or a material part of part of such other's business or assets or c) if such other party enters into any composition or arrangement with its creditors or d) if any event analogous to the foregoing occurs under the laws of any relevant jurisdiction;

(c) forthwith: if any authority having jurisdiction over the business being conducted by this agreement or any authority of a territory or nation in which business contemplated by this agreement is being conducted establishes a regulatory scheme which in either party's sole discretion would make compliance with the terms of this agreement economically unfeasible;

(d) forthwith: if the other party, or any of its officers, directors, members, managers or principals, has been found by a judicial body or regulatory agency to have perpetrated fraud or any other act of theft or dishonesty or have been accused of a crime, if that fraud, theft, act of dishonesty or crime is of such notoriety as would bring disrepute to either party;

(e) forthwith: if the other party has acted with disregard for the care and maintenance of client relationships.

(2) Termination shall not affect accrued rights and remedies nor the continuance in force of any provision hereof which expressly or by implication is intended to survive termination.

(3) The Referring Party shall not be entitled to any payment of Commission or Additional Commission in respect of any period after termination.

(4) Nothing in this agreement shall prevent or restrict AceFxPro from dealing with Prospects and Referred Clients and Additional Clients after termination.

For and on behalf of
AceFxPro

Day/Month/Year

For and on behalf of
[Enter Name and Account No. of
IB]

Day/Month/Year