

Introducing Broker Agreement

THIS AGREEMENT (the “Agreement”) is made between:

HTFX VU Limited, a company incorporated and registered in Vanuatu under Registration No. 700650 having its registered office at First Floor, First St Vincent Bank Ltd Building, James Street, Kingstown, St. Vincent and the Grenadines (hereinafter referred to as the “**Company**”) on the one part

AND

Introducing Broker (hereinafter referred to as the “**Introducer**”), on the other part.

And furthermore may both hereinafter be referred to separately as the “**Party**” and jointly as the “**Parties**”.

By Participating the IB program, the Introducer agree to be bound by this Agreement.

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

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

IT IS AGREED:

1. Definitions of terms

Client Means any person whom the Company has approved to open an account(s) subject to the Client Agreement, for the introduction of which the Introducer actively mediated so as for the company to enter into a financial contract;

Client Agreement Means the Company’s Trading Terms and Conditions that the Client accepts when he opens an account with the Company.

Main Website Means the Company's domain name www.htfx.com or any other domains that the Company operates mainly for promotional and marketing purposes in languages other than English.

2. Introducer Representation and Warranties

- 2.1 The Introducer has all requisite authority to enter into this Agreement and to be fully bound hereby, and all necessary action has been taken by him in connection herewith. The Introducer acknowledges and confirms that he can enter into this Agreement and is approved and/or authorised and/or qualified under his local regulatory requirements to offer the services mentioned in this Agreement.
- 2.2 The Introducer has fulfilled all registration, qualification and/or other requirements of all jurisdictions and regulatory bodies to the extent that such registration, qualification and/or other requirements are applicable to him during the term of the Agreement and will remain in strict compliance with all of the foregoing.
- 2.3 If the Introducer is a company or other entity, the Introducer is duly organised, validly existing and in good standing under the laws of his jurisdictions.
- 2.4 The Introducer will act as a mediator between the Company and his Clients for enhancing the quality of service offered to his Clients as well as introducing and/or explaining the services offered by the Company to his Clients. As a mediator, the introducer will do all that is necessary in order for the company and his clients to enter into a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between the company and the client.
- 2.5 The Introducer will carry on his operations and business as an independent contractor and not as an agent or employee or representative of the Company. The Introducer cannot use the Company's logo in any of his correspondence, on any business cards or on any electronic transmission, etc., unless otherwise is agreed with the Company.
- 2.6 The Introducer acknowledges and agrees that he is responsible for the payment of all relevant duties and/or charges and/or taxes arising from the course of his business.
- 2.7 The Introducer shall not provide any investment advice to his Clients.
- 2.8 The Introducer and his clients shall not conduct abusive trading in order to gain the rebates. The rebates and profits generated from these trades will be revoked if such abusive trading behavior is identified.
- 2.9 The Introducer is obliged to inform his introduced Clients of any fees received as well as any additional fees involved with regards to the service provided under this Agreement.

3. Introducer Relationship and Activities

- 3.1 In the event that the Introducer deviates from the standard interpretation of this Agreement, it will be considered that he has breached the Agreement unless he has obtained written confirmation from the Company.

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

Company, will also be considered the Company's Client, and needs to follow the same procedure as any other person who opens an account with the Company.

- 3.11 The Company may at its sole discretion accept or decline any Client introduced by the Introducer.
- 3.12 Without prejudice to the obligations of the Introducer under clause 2.4 of the present agreement, whereby the Introducer undertakes to act as a mediator between the company and the prospective client for the conclusion of an agreement and for presenting, to prospective clients, the financial products of the company the Introducer shall not direct or influence any Client with regards to his trading or funding facilities unless the Client has given written consent to the Introducer to do so and in the form acceptable by the Company.
- 3.13 The Company is not liable or responsible for any marketing or promotions initiated by the Introducer and for any costs or charges for such activity. The costs will be met by the Introducer, unless otherwise agreed by the Company.

4. Company's Undertakings

- 4.1 The Company warrants making any payments due to the Introducer in respect of the fees for its services as agreed in this Agreement.
- 4.2 The Introducer shall be entitled to the fees structure as agreed and stated in Appendix I, and may not be subject to any changes unless agreed by both parties.
- 4.3 The Company will count for the calculation of fees every round turn lot traded, meaning open and first close trade.
- 4.4 In the event of any dispute, or complaint from a Client, the Company has the right to hold back any fees due to the Introducer until such issues are resolved.
- 4.5 In the event that the Company will identify any abuse on the trading activity of the Introducer, such as open and close trades instantly for the purpose of generating commissions, the Company reserves the right to place time limitation on the Introducer's profile.

5. Confidentiality

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

6. Notices and Communication

Changing The Way You Trade



- 6.1 Unless otherwise specified, the Introducer has to send any notice, instruction, request or other communication in writing by email to support@htfx.com
- 6.2 Information may be provided by the Company to the Introducer in paper format or by email to the Introducer's email address provided during his registration.
- 6.3 All notices/information provided by the Company or received from the Introducer should be in the English language or in a language that the Company can provide support.

7. Amendment and Termination

- 7.1 This Agreement may be amended from time to time. Any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. The Company shall notify the Introducer of any changes in the Agreement at least five (5) business days prior to the amendments coming into force. Should the Introducer disagree with the changes, he may terminate the Agreement in accordance with paragraph 7.2 below.
- 7.2 Either party (Company or Introducer) can terminate the Agreement by giving five (5) business days written notice to the other party.
- 7.3 The Company shall reserve the right to terminate or suspend without notice, this Agreement or any rights of the Introducer that may fall under the provisions of this Agreement and/or its Appendices hereto attached or related, due to any malpractice, breach, failure or other significant event, including liquidation or insolvency, on the part of the Introducer. Such termination will be at the sole discretion of the Company.
- 7.4 Upon termination of the Agreement, the Introducer is obliged to return to the Company any Company materials used to promote his business (e.g. newsletters, banners, text, etc.). In the case where the Introducer maintains a website and is using any Company materials, he is obliged to immediately withdraw such materials upon termination of the said Agreement.
- 7.5 Upon termination of this Agreement, the Company warrants to pay the Introducer all fees as set out on this Agreement.

8. Governing Language

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

9. Applicable Laws and Place of Jurisdiction

- 9.1 This Agreement and all transactional relations between the Introducer and the Company are governed by the Laws of Saint Vincent and the Grenadines and the competent court for the settlement of any dispute which may arise between them shall be the District Court of Saint Vincent and the Grenadines.

APPENDIX 1

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

Standard STP Accounts

Client Charges	Rebate Value Per 1 Closed Lot
Variable Spread	0.7 pips value

ECN Accounts

Client Charges	Rebate Value Per 1 Closed Lot
\$7 per round turn Lot	\$2.8

General Note:

- The fee paid to the Introducer as per Appendix 1 will be paid exclusively by the Company and not suffered by the Client.

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