



INTRODUCING BROKER AGREEMENT

Limit Markets Introducing Broker Agreement

1. Parties to the Agreement

1.1. LIMIT MARKETS, a company having a limited liability duly incorporated and registered in the Republic of Mauritius having its registered office at Premier Financial Services Limited, 10th Floor, Sterling Tower, 14 Poudriere St, Port Louis, Mauritius.

1.2. Introducing Broker (hereinafter called "IB"), whose name and address appear on the "Profile" section, which is an integral part of this Agreement.

2. Purpose of the Agreement

This Agreement sets forth the terms and conditions of the relationship between LIMIT MARKETS and IB, who will introduce customers to LIMIT MARKETS on a fully disclosed basis to trade in contracts for difference's (CFD's), Forex, Indices, Shares, Commodities and Crypto currencies in accordance to the terms set forth in the Terms and Conditions of LIMIT MARKETS.

3. Definitions

3.1. "Company" shall mean LIMIT MARKETS as defined in section 1.1.

3.2. "IB" shall mean introducing broker who will introduce customer accounts to LIMIT MARKETS.

3.3. "Customer" means a customer of LIMIT MARKETS who is introduced by the IB.

3.4. "Account" shall mean an account that is established for a Customer introduced to LIMIT MARKETS by the IB.

4. Services of LIMIT MARKETS

4.1. At its sole discretion, LIMIT MARKETS shall open accounts to the customers introduced by the IB, provided they meet its qualifications criteria and suitability standard.

4.2. LIMIT MARKETS agrees to accept instructions and orders from the Customers, and send statement of accounts to the Customers introduced by the IB.

4.3. Provide services to the customers introduced by the IB in accordance to the Terms and Conditions of LIMIT MARKETS.

4.4. Provide a license to the IB to use its LIMIT MARKETS tracking portal, forms, literature, newsletters, market reports and any other informational material provided by LIMIT MARKETS.

4.5. Finders fees and commission to the IB in accordance to the attached Annexure 1.

5. Services Provided by the IB

5.1. Introduce Customers who fully meet the qualifications and suitability standards of LIMIT MARKETS, on a fully disclosed basis.

5.2. Deliver to Customer, and/or obtain from Customer and deliver to LIMIT MARKETS, all documentation including, but without limitation, the Customer Account Opening Package, notices,

and notifications.

5.3. Hand over Customer information including, but without limitation, Customer's personal details, information on the reputation of the Customer, its financial capacity and trading objectives.

5.4. Fairly and accurately describe LIMIT MARKETS's business and profile according to information provided by LIMIT MARKETS.

5.5. Maintain ethical practices, high standard of business, and conduct its business in such a manner to reflect favourably on LIMIT MARKETS.

5.6. Comply with any business-related instruction, terms or direction given by LIMIT MARKETS in relation to IB services.

5.7. Keep records of all Customer Agreements, legal documents, diligence reports or any other information that may arise in the course of business with LIMIT MARKETS online.

5.8. Authorize LIMIT MARKETS to inspect or conduct any due diligence it may require from time to time, without any limitation or means of investigation.

5.9. Notify LIMIT MARKETS orally and in writing upon receipt of any Customer complaints or pending or threatened action raised against LIMIT MARKETS in connection with any alleged errors, corrections, or any other matter on any Customer account.

6. Relationship between the parties

The IB is strictly not authorized to act as an agent, appointed representative or as any authority of LIMIT MARKETS. For avoidance of any doubt, the IB will not make any recommendation, give advice, accept any commitment or guarantee, or accept any responsibility on any matter whatsoever for or on behalf of LIMIT MARKETS.

7. Compliance, Supervision, and Due Diligence

7.1. The IB will diligently supervise the activities of its officers, employees and sales team, including its agents, to comply with LIMIT MARKETS' terms as well as local regulations.

7.2. The IB must immediately notify LIMIT MARKETS in writing of any material claim against the IB, whether raised by a Customer or local regulatory agency.

7.3. The IB must introduce Customers to LIMIT MARKETS.

7.4. The IB acknowledges that it may not accept funds from the Customers but must instruct the Customers to make deposits to LIMIT MARKETS segregated client account.

7.5. The IB shall not interfere in any way with the trading activities of the client.

7.6. The IB may not give any advice or trading recommendation to the Customers. For avoidance of any doubt, LIMIT MARKETS will not be liable to Customers or the IB for any advice, decision or recommendation given or made by the IB to any Customer, and the IB will indemnify LIMIT MARKETS from any loss or liability arising from any such advice, recommendation, default or neglect by the IB in relation to any customer services.

8. Liquidation of Positions

LIMIT MARKETS shall have the right to liquidate any or all open positions on the accounts introduced by the IB in the event of, but not limited to, the following occurrences:

- 8.1. Insufficient margin to protect the position(s) in the Customer account;
- 8.2. Equity to margin ratio reaches 5% - at LIMIT MARKETS' sole discretion, contact LIMIT MARKETS for more information.

9. Marketing and Advertising

The IB, under no circumstances, will use the LIMIT MARKETS name, logo, or website, whether for information or educational purposes, except with the prior written authorization of LIMIT MARKETS.

The IB will not advertise or circulate to customers or any other person any written information concerning LIMIT MARKETS without the prior written approval of LIMIT MARKETS.

10. Proprietary property

10.1. The IB acknowledges that the tracking portal provided by LIMIT MARKETS to the IB and the Customers introduced by the IB is simply to facilitate and enhance the efficiency of transacting business with LIMIT MARKETS.

The IB further acknowledges that business may be transacted by telephone and fax in case of failure of the trading software for any reason beyond the control of LIMIT MARKETS, as solely determined by LIMIT MARKETS.

10.2. Upon the termination of this Agreement by either party, the IB will return to LIMIT MARKETS all proprietary property such as equipment, software and printed material.

11. Confidentiality

IB will keep confidential and will not disclose to anyone except with the prior written approval of LIMIT MARKETS, during and subsequent to the relationship with LIMIT MARKETS, all material information it receives during the course of business with LIMIT MARKETS, including but not limited to Customer information, trade secrets, techniques, and other information relating to processes, strategies and future plans.

12. Indemnifications

The IB agrees to indemnify and hold LIMIT MARKETS harmless from all losses, liabilities, damages, expenses claim, proceedings and attorneys' fees resulting from:

- 12.1. Any breach by the IB of its duties under this Agreement;
- 12.2. Any misrepresentation made by the IB herein;
- 12.3. Any Customer claims relating to any agreement between the IB and the introduced Customers;
- 12.4. Any deficits on Customer accounts or the failure of any Customer to meet its obligations;

12.5. Any debts or obligations arising from the IB failing to comply with applicable local laws and regulations;

13. Severability

Any provision under this Agreement that becomes invalid shall be ineffective to the extent of such invalidity, without affecting the remaining provisions of this Agreement.

14. Assignment

LIMIT MARKETS may assign its rights or delegate its obligations under these Terms to a third party with written notice to IB within 30 days of such assignment. IB grants LIMIT MARKETS the right to transfer this Agreement to any successor organization. The IB is not allowed to assign any of its rights or duties under these Terms to any third party.

15. Headings

The paragraph headings in this Agreement are inserted for description purposes only and are not intended to limit the meaning of any of the Terms.

16. Entire Agreement

This and the attached Annexures between LIMIT MARKETS and IB constitute the entire agreement between LIMIT MARKETS and IB. LIMIT MARKETS have made no representations or warranties other than those expressly provided within these Terms.

17. Termination

This Agreement may be terminated by either party upon 30 days written notice to the other party. During the 30 days, the Customers introduced by the IB shall be serviced by LIMIT MARKETS and may be assigned to another IB to carry the accounts and provide IB services for the Customers. All commissions due to the IB up to the date of termination shall be paid to the IB upon clearance of any Customer obligation and settlement of all pending Customer transaction. LIMIT MARKETS may terminate this agreement immediately by written notice to the IB in the event the IB does not comply with any of the following clauses:

17.1. The IB does not comply with the terms set out in this Agreement;

17.2. The IB, in LIMIT MARKETS' sole and reasonable opinion, provides inadequate service to Customers or ceases to provide service to Customers as set out in this agreement;

17.3. The IB is not in good financial standing and LIMIT MARKETS feels the company is in process of liquidation, bankruptcy, or ceases to meet its obligations.

18. Communications and notices

Notices and any other communication may be transmitted to the IB via email, internal mail on software, or the address on the IB application. All communications sent by any of the above delivery methods shall be deemed transmitted by LIMIT MARKETS, whether received by the IB or not.

19. No Waiver or Amendments

No terms of this Agreement may be waived or amended unless amendment is in writing and signed by both Customer and an officer of LIMIT MARKETS. No oral or implied agreement to the contrary shall be recognizable. The attachments to this Agreement constitute an integral part of this Agreement.

20. Force Majeure

IB agrees that LIMIT MARKETS will not be held liable for any costs, damages or losses caused by force majeure events, including but not limited to, government restrictions, exchange or market rulings, suspension or delay of trading, war, civil disturbances, earthquakes, strikes, equipment failure, communication line failure, system failure, unauthorized access, theft or any problem, technical or otherwise, which may prevent the IB or the Customer introduced by the IB from entering or modifying an order or prevent LIMIT MARKETS from acting on an online instruction, or other events or conditions beyond LIMIT MARKETS' control, as determined and at the sole discretion of LIMIT MARKETS.

21. General

21.1. IB acknowledges and confirms that it has read and understood the Terms in this Agreement and agrees on their terms and conditions.

21.2. Any failure by LIMIT MARKETS to enforce its rights and remedies under these Terms shall not constitute a waiver of such right or remedy.

22. Governing Law and Jurisdiction

All actions, disputes, claims, demands or proceedings arising directly or indirectly in connection with, out of, or related to or from this Agreement, shall be held, at the sole discretion of LIMIT MARKETS, only in the courts whose seat is within the Republic of Mauritius. IB hereby specifically consents and submits to the jurisdiction of any federal court located within the Republic of Mauritius. IB waives any claim that IB is not personally subject to the jurisdiction of any state or federal court located with the Republic of Mauritius or that the venue of any such suit, action or proceeding is improper or inconvenient.

IB may bring no action arising out of the Agreement, regardless of form, more than three months after the cause of such action.

The IB confirms that it has read and understood the terms of this Agreement. By signing below, the IB explicitly agrees to be legally bound by its terms and conditions.

Signed for and on behalf of the IB

Signed: _____

Name: _____

Date: _____