



INVESTAIN

Introducer Broker Agreement

1. Background

These terms and conditions are issued by INVESTAiN Ltd, a company incorporated with limited liability under the laws of the Mauritius, INVESTAiN Ltd operates under the license and regulation of the Financial Services Commission (FSC) of Mauritius, holding License No: GB24202963. As a Global Business License (GBL)/Category 1 Investment Dealer (Full-Service Dealer, excluding underwriting), we strictly comply with the Securities Act 2005, Securities Rules 2007, and Financial Services Rules 2008, ensuring adherence to high standards of operation and client protection. INVESTAiN 's principal office is located on the **Ground Floor, Ebene House, 33 Hotel Avenue Cybercity, Ebene, 72201, Mauritius.**

INVESTAiN specializes in brokerage and trading of financial instruments.

As an Introducing Broker, you propose to offer services that involve seeking out and introducing potential clients to INVESTAiN, while INVESTAiN agrees to engage your services for this purpose.

These terms set out the rules and obligations that will govern the partnership between you and INVESTAiN concerning the provision of these services.

2. Services

The Introducing Broker will focus on seeking out potential clients and helping convert them into fully introduced clients (the services).

Access

INVESTAiN will provide the Introducing Broker with limited access to its portal. This access is restricted to what is necessary for the Introducing Broker to keep track of introduced clients and monitor any remuneration received.

Portal Access

To clarify, the Introducing Broker's access to the portal is strictly limited to inputting and tracking information about prospective and introduced clients. The Introducing Broker will not have any rights to edit, control, or export other data present on the portal.

3. Introduced Clients

A prospective client will be classified as an introduced client if the following criteria are met:

- The individual is referred to INVESTAiN by the Introducing Broker and applies for an account using the referral link provided by INVESTAiN.
- The client successfully completes the account opening process, as determined solely by INVESTAiN, and agrees to the company's general terms and conditions.
- Once the account is open, the client sends a confirmation email or completes the required form requesting that their account be linked to the Introducing Broker.

If an introduced client requests that their account be dissociated from the Introducing Broker, INVESTAiN will honor the request, and the Introducing Broker will not be entitled to any remuneration for that client.

4. Responsibilities of the Introducing Broker

Throughout the duration of these terms, and while providing services, the Introducing Broker is expected to:

- Act with integrity and fairness.
- Manage, supervise, and perform services consistently and professionally in line with these terms.
- Make every effort to meet deadlines related to the services.
- Deliver services with appropriate skill, knowledge, and care, adhering to best industry practices at all times.

The Introducing Broker must interact with clients transparently and clearly communicate the following:

- The Introducing Broker's role as a referrer.
- That the Introducing Broker is entitled to receive commissions or other benefits as part of their role, in line with the terms agreed upon.
- The Introducing Broker, INVESTAiN, and any affiliated companies of INVESTAiN are separate and independent entities.
- Clients introduced by the Introducing Broker remain clients of INVESTAiN and not of the Introducing Broker.

The Introducing Broker:

- Cannot, under any circumstances, bind or present itself as authorized to bind INVESTAiN in any trades or agreements with clients or prospective clients, nor act as an agent, appointed representative, or authorized representative of INVESTAiN.
- Shall not register, manage, or operate a client account or conduct any transactions on behalf of a client with INVESTAiN unless explicitly authorized by the client under regulatory rules and INVESTAiN 's procedures.
- Must not accept any funds on behalf of INVESTAiN from clients or prospective clients.
- Must not imply to clients or prospective clients that INVESTAiN guarantees protection against losses, limits client losses, or waives any account requirements.
- Must avoid making any misrepresentations to clients, prospective clients, or third parties about INVESTAiN.
- Shall not make recommendations, offer trading advice, accept responsibilities, or provide guarantees on behalf of INVESTAiN.

Additionally, the Introducing Broker:

- Cannot issue, publish, distribute, or use promotional material without the prior written approval of INVESTAiN.

- Must comply with INVESTAiN 's KYC and CDD checks promptly and provide all necessary information about their business activities upon request.
- Must notify INVESTAiN of any regulatory or legal investigations or unlawful activities related to the Introducing Broker's or INVESTAiN 's business, and disclose any previous sanctions imposed on the Introducing Broker.

5. Remuneration

The parties agree that INVESTAiN will compensate the Introducing Broker for providing the Services by advancing the agreed Remuneration.

All payments, including the Remuneration, are stated inclusive of VAT or any other applicable taxes.

Right to Audit

INVESTAiN reserves the right to review the Introducing Broker's books and records related to the Remuneration or Services on reasonable grounds.

To facilitate this, the Introducing Broker grants INVESTAiN and its advisor's access to its premises, systems, data storage, documents, and information, with reasonable notice during business hours.

INVESTAiN and its advisors will make reasonable efforts to avoid disrupting the Introducing Broker's business operations.

Confidential Information

The Introducing Broker agrees to:

- Use my best efforts to keep all Confidential Information confidential.
- Ensure that its officers, employees, agents, and advisors also maintain confidentiality.
- Not disclose, sell, transfer, or otherwise dispose of any Confidential Information.
- Use Confidential Information solely for the purposes outlined in these terms.

This obligation does not apply to:

- Information that becomes publicly available through no breach of these terms.

- Disclosure required by law, court order, or regulatory authority.

Intellectual Property

These terms do not transfer any intellectual property rights to the Introducing Broker.

INVESTAiN may grant a non-exclusive, personal, royalty-free license to use certain intellectual property for the Services. This license will specify the conditions under which the intellectual property may be used, including manner, context, location, and timeframe.

The Introducing Broker:

- Acknowledges it has no right to use INVESTAiN 's intellectual property without the granted license and must adhere to the specified conditions.
- Understands it cannot allow third parties to use INVESTAiN 's intellectual property.
- Is prohibited from using its own or third-party trademarks or trade names in connection with the Services without written permission from INVESTAiN.
- Agrees not to create or register any material that resembles or could mislead the public regarding INVESTAiN 's intellectual property.

Upon termination of these terms, the license to use INVESTAiN 's intellectual property will expire, and the Introducing Broker will cease its use and return any physical embodiments of the intellectual property to INVESTAiN.

6. Data Protection

Both parties will comply with all applicable data protection and privacy laws and regulations.

Representations and Warranties

For the duration of these terms, the Introducing Broker represents and warrants to INVESTAiN that:

- If the Introducing Broker is a natural person, it has full capacity to enter into these terms and is not insolvent, able to pay its debts as they become due.

- It has the legal right, full power, and authority to enter into and perform its obligations under these terms.
- These terms, when accepted, will constitute valid, legal, and binding obligations of the Introducing Broker.
- The acceptance and performance of these terms will not breach any provisions of its constitutive documents or result in any claims or breaches of law.
- All necessary authorizations required to lawfully enter into, exercise rights, and comply with obligations under these terms have been obtained and are in effect.
- If required by a regulatory authority or law enforcement agency, the Introducing Broker will cooperate in relation to the provision of Services to INVESTAiN.
- During the provision of Services, it will comply with all applicable laws and regulations, including:
 - Maintaining adequate policies and procedures for compliance.
 - Promptly reporting any undue financial or other advantages received in connection with these terms.
 - Ensuring that any connected officers, employees, agents, or representatives also comply with the relevant requirements.

Restrictive Covenants

The Introducing Broker agrees, undertakes, and covenants with INVESTAiN that, for the duration of these terms and for two years following termination, it will not, without prior written consent from INVESTAiN:

- Solicit or attempt to solicit any manager or employee of INVESTAiN away from INVESTAiN.
- Solicit or attempt to solicit any Client away from INVESTAiN.
- Employ any person engaged by INVESTAiN during the term of these terms who may possess Confidential Information or trade secrets.
- Engage in business dealings with anyone provided with goods or services related to INVESTAiN 's business or negotiating such supply.

7. Liability

INVESTAiN will not be liable for any costs, claims, demands, liabilities, damages, or expenses (including legal costs) incurred by the Introducing Broker related to any prosecution or civil claims made by third parties against the Introducing Broker or its defense, concerning any breach or alleged breach of these terms.

8. Indemnity

Without affecting INVESTAiN 's rights and remedies under these terms, the Introducing Broker will indemnify INVESTAiN against:

- All costs, claims, demands, liabilities, damages, and expenses (including legal costs) incurred by INVESTAiN related to any prosecution or civil claims made by third parties, including Clients or Prospective Clients, against INVESTAiN, or its defense.
- All costs and expenses (including legal costs) reasonably incurred by INVESTAiN in connection with claims or demands made by INVESTAiN against the Introducing Broker.
- in each case relating to the breach or alleged breach of any of the obligations of the Introducing Broker of these terms or of any other agreement that the Introducing Broker may have entered into with a client.

9. Termination

These terms will become effective on the date you accept them and will remain in force until terminated in accordance with these terms.

Either party may terminate these terms at any time, without cause, and without the need for a judicial order, by providing five Business Days' written notice to the other party.

INVESTAiN may terminate these terms immediately, without the need for a judicial order or written notice, for any of the following reasons:

- If INVESTAiN believes, at its sole discretion, that the Introducing Broker is in breach of any provision of these terms.

- If INVESTAiN, at its sole discretion, determines that the Introducing Broker will be unable to fulfill its obligations under these terms or is prevented from doing so.
- If INVESTAiN believes, at its sole discretion, that the Introducing Broker is acting in bad faith or that the Introducing Broker's activities are harming:
 - The reputation of INVESTAiN.
 - A Prospective Client; or
 - A Client.
- If the Introducing Broker materially defaults in fulfilling its obligations under another agreement with INVESTAiN.
- If the Introducing Broker:
 - Enters liquidation or receivership, or a court order is made for such actions; or
 - Becomes insolvent and unable to pay its debts as they become due.

Upon termination of these terms for any reason, any access to the Portal or other services granted by INVESTAiN to the Introducing Broker will be revoked.

Termination of these terms does not affect any rights or obligations of the parties that existed immediately prior to the termination date.

Clauses related to confidentiality and intellectual property will continue to apply after termination.

10. Set off

Without prejudice to any other rights, INVESTAiN may, at any time and without notice, set off any amount owed by the Introducing Broker to INVESTAiN against any amount owed by INVESTAiN to the Introducing Broker. INVESTAiN may assign a commercially reasonable value to any contingent or unascertained amounts.

11. Amendment:

INVESTAiN may amend these Terms at its sole discretion by posting the updated Terms on its Website. Notification of such amendments may be provided in writing.

Amendments will be effective and deemed accepted within five Business Days of posting on the Website, unless you choose to terminate these terms.

12. Assignment

INVESTAiN may, without the Introducing Broker's prior written consent, assign, transfer, or subcontract any rights under these terms to an Affiliate of INVESTAiN.

The Introducing Broker may not assign, transfer, or subcontract any rights under these terms to a third party without INVESTAiN 's prior written consent.

13. No Agency, Partnership, or Employment Relationship

Nothing in these terms is intended to create an agency, employment, or partnership relationship between the parties, nor does it authorize either party to make commitments on behalf of the other party.

Each party acknowledges that it is acting on its own behalf and not for the benefit of any other person.

14. Entire Agreement

These terms constitute the entire agreement and understanding between the parties regarding the subject matter and supersede any previous agreements, arrangements, or understandings (whether written or oral) relating to such subject matter.

15. Force Majeure

INVESTAiN will not be liable to the Introducing Broker for any failure, hindrance, or delay in performing its obligations under these terms if such failure, hindrance, or delay is caused directly or indirectly by circumstances beyond INVESTAiN 's control. Force majeure events include, but are not limited to, technical difficulties such as telecommunications or computer failures, non-availability of INVESTAiN 's technical services, failure of any exchange, clearing house or settlement system, declared or imminent war, terrorism, civil unrest, natural disasters, strikes, lock-outs, boycotts, or blockades, even if only partially affecting the parties' functions.

16. General

These terms may be provided in a language other than English. In the event of any inconsistency between the non-English and English versions of these terms, the English version will prevail.

The rights and remedies provided in these terms are cumulative and not exclusive of any rights or remedies available by law.

If any provision of these terms is found to be illegal or unenforceable, the remaining provisions will continue in full force and effect.

These terms are not exclusive, and INVESTAiN reserves the right to enter into similar agreements with other introducing brokers at any time.

17. Notices

All notices required or provided under these terms must be in writing and sent:

- By hand with a copy sent by registered post.
- By registered post.
- By email; or
- Through the Portal,

to the address or email address specified for each party, or to any updated address notified in writing.

For notices to INVESTAiN:

Lamborghini Building, Second Floor, Sheikh Zayed Road, Dubai 117814, United Arab Emirates

Email address: [Provide Email Address]

For notices to the Introducing Broker:

To the address and email address registered on the Introducing Broker's Account.

A notice will be deemed received:

- If delivered by hand, upon delivery to the specified address.

- If sent by registered post, seven Business Days after posting.
- If sent by email or through the Portal, confirmation of delivery is recorded by the sender's computer.

18. Governing Law and Jurisdiction

These terms, including any non-contractual rights and obligations arising out of or in connection with them, will be governed by and interpreted in accordance with the laws of the Emirate of Dubai. Any disputes arising from or related to these terms, including disputes regarding their existence, formation, performance, interpretation, nullification, termination, or invalidation, will be resolved by the Courts of Dubai.

19. Definitions and Interpretation

Definitions

In these terms, unless the context requires otherwise, the following definitions apply:

- **Account:** Refers to a client's trading account with INVESTAiN, subject to the General Terms and Conditions.
- **Affiliate:** In relation to a person, refers to another person that directly or indirectly owns or controls, is directly or indirectly owned or controlled by, or is directly or indirectly under common ownership or control with such person.
- **Applicable Law:** Includes:
 - All laws, decrees, directives, orders, regulations, circulars, or rules are in force from time to time in the Emirate of Dubai.
 - The Regulatory Rules.
 - All applicable anti-money laundering legislation and regulation.
 - All other applicable laws, rules, procedures, guidance, and regulations, including accounting rules and anti-money laundering/sanctions legislation, directives, or circulars, enacted, implemented, or entered into by or with any governmental authority, as determined by INVESTAiN.

- **Business Day:** A day when banks are open for business in the jurisdiction of incorporation or establishment of INVESTAiN.
- **Confidential Information:** Includes (without limitation) the existence and contents of these terms, transactions conducted under these terms, including the Services, any audits, INVESTAiN 's IP, and any other information that a reasonable business person would consider confidential, including information related to the parties, an Affiliate, a Client, or a Prospective Client.
- **Client:** Refers to either an Existing Client or an Introduced Client.
- **INVESTAiN 's IP:** Includes patents, utility models, rights to inventions, copyrights and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill, rights in designs, rights in computer software, database rights, and all other intellectual property rights, whether registered or unregistered, belonging to INVESTAiN . This includes all intellectual property developed or created by either party in connection with these terms.
- **Existing Client:** A person holding an Account who is not an Introduced Client.
- **General Terms and Conditions:** Refers to one or more agreements entered into between a Client and INVESTAiN, outlining the terms under which a client is granted access to and permitted to use the Platform. This term includes any addendums, schedules, and risk disclosure notices accessible through INVESTAiN 's website.
- **Introduced Client:** A Prospective Client who meets the eligibility criteria specified in clause [Insert Clause Number].
- **KYC and CDD:** Refers to the know your customer and customer due diligence identification and verification information and documentation required by INVESTAiN from Clients.
- **Platform:** The electronic smart trading platform,
- **Portal:** A messaging portal facilitated through the Website and accessible through an Account, enabling instantaneous communication between a person with access to an Account and INVESTAiN.
- **Portal Access:** As defined in clause [relevant clause number].

- **Promotional Material:** Any verbal, written, visual, or audio communication or representation related to the Platform or INVESTAiN 's business, directed at any person, including Clients or Prospective Clients.
- **Prospective Client:** A person who is not currently a client.
- **Regulatory Rules:** The rules and guidance of the Securities and Commodities Authority, as amended from time to time.
- **Remuneration:** Detailed in Schedule 1.
- **Services:** As defined in clause [relevant clause number].
- **Transaction:** A financial product transaction entered into or executed by or on behalf of a client in accordance with the General Terms and Conditions.
- **VAT:** Value added tax.
- **Website:** The internet domain and any sub-domains associated with it.

Interpretation

- Unless the context indicates otherwise:
- References to "month," "monthly," "year," and "yearly" refer to the Gregorian calendar.
- "Writing" or "written" includes any form of representing or reproducing words in a legible and permanent form, including documents sent by email.
- A "duly authorized representative" means someone authorized by a party to act on its behalf, with such authorization valid for all relevant purposes, including as legal evidence.
- Singular words include the plural and vice versa.
- Terms like "including," "include," or "in particular" are illustrative and do not limit the meaning of the preceding words.
- "Persons" includes individuals, firms, partnerships, companies, government bodies, authorities, agencies, and trusts, whether or not they have separate legal personalities.

- "INVESTAiN " includes its affiliates, employees, directors, or agents, as appropriate.
- "Clauses" refer to the clauses within these terms.
- The Background and any attached Schedules form an integral part of these terms and conditions.
- Clause headings are for reference only and do not affect interpretation.
- A reference to a statute or statutory provision includes all subordinate legislation made under it.
- References to a statute or statutory provision are to that statute or provision as amended, extended, or replaced from time to time with similar provisions.

20. Schedule 1: Remuneration

INVESTAiN will compensate the Introducing Broker for their services. Subject to paragraph 2 below, the details of the Remuneration will be communicated to the Introducing Broker in writing.

The Remuneration may consist of one or more of the following, at the sole discretion of INVESTAiN:

- A portion or the entirety of the spread applied to a financial product quoted on the Platform and executed by, or on behalf of, Introduced Clients; and/or
- A portion or the entirety of the commission applied to a financial product quoted on the Platform and executed by, or on behalf of, Introduced Clients.

INVESTAiN reserves the right to withhold compensation if the Introducing Broker breaches any of the terms.

Additionally, INVESTAiN may amend this Schedule, including the agreed Remuneration, at its discretion, without prior notice or consent from the Introducing Broker. However, INVESTAiN will inform the Introducing Broker of such changes within fifteen business days.

INVESTAiN will not be responsible for any fee arrangements between the Introducing Broker and a Client, including situations where a client fails to remunerate the Introducing Broker as per the agreed terms.