

## Introducer Agreement

### INTRODUCER AGREEMENT

**IMPORTANT:** By registering and using any of the partnership/affiliate linking services provided inside my.xbtfx.io , you acknowledge that you have read, understand, and completely agree to this introducer agreement, as updated and amended from time to time. If you do not agree to be bound by this agreement or with any subsequent amendments, changes or updates, you may not access or use any of the affiliate or introducer services, and if you do access or use any of the services, you will be bound by this Agreement, as updated and amended from time to time; your only recourse in the case of your unwillingness to be bound by this agreement is to stop using all of the introducer services.

XBTFX LLC is a limited liability company (hereinafter “XBTFX”, “the Company” or “We” or “Our”).

### 1. TERMS & CONDITIONS

THIS AGREEMENT is entered into between Company and (“Introducer”). Whereas, Introducer is engaged in the business of soliciting customers for transactions in Foreign Exchange and wishes to introduce such customers to the Company on an exclusive basis; and WHEREAS, Introducer and the Company wish to enter into an agreement pursuant to which Introducer will identify and refer prospective, suitable parties to the Company for the purpose of entering into transactions in Foreign Exchange and CFD Trading; NOW, THEREFORE, in consideration of the premises and the covenants and representations contained herein, the parties agree as follows:

#### 1. General Provisions

1.1. In accordance with the terms of service agreed to by a Customer of the Company’s “Terms Of Service,” which uses his/her trading account to trade different financial instruments as available the Introducer has a right to attract new customers (hereinafter referred to as the “Customers”) for the Company, on the basis and under the Terms Of Service “Terms” provided herein.

1.2. The Customer Agreement along with requisite AML, Risk Disclosures and supporting documentation provided by the Company to the Customer are an integral part of the Customer Agreement.

1.3. Terms are binding for each Customer of the Company from the moment the Customer accepts the Terms Of Service with the Company.

1.4. Once the Terms are accepted, the Introducer in his own name and for Remuneration should:

1.4.1. hold the advertising events in favor of the Company;

1.4.2. hold the events not conflicting with the legislation of the country of residence and aimed at the attraction of potential Customers;

1.4.3. inform the potential Customers about the Company’s activity and services, advantages and others;

1.4.4. notify the potential Customers of all the necessary information about the Company, including the addresses and contact requisites of the Company, common and special terms of services.

1.4.5. introduce the Company’s website [www.XBTFX.io](http://www.XBTFX.io) and its structure, refer to the documents and information placed on this website, comment and explain it.

#### 2. Interaction of the Parties

2.1. Under no circumstances are these Terms to be considered a Partnership, joint venture and/or employer-employee relationship. The Introducer may operate and introduce itself in interaction with the third parties only as a Customer of the Company and not in any other

capacity. The Introducer may not use the name of the Company, the logo of the Company, etc. anywhere including advertising materials, forms, business cards, announcements and publications without a written consent from the Company.

2.2. Under no circumstances is the Company responsible for:

2.2.1. any actions of the Introducer carried out with breach of the Terms and /or the Terms Of Service provisions;

2.2.2. any actions of the Introducer carried out outside the limits of its authority provided by the Company;

2.2.3. any losses of the third parties caused by the Introducer;

2.2.4. claims to the Introducer resulted from its failure to comply with clause 3.1. hereof.

2.3. The parties agree to comply with the provisions provided in these Terms and /or the Terms Of Service, unless otherwise specified and agreed by the parties under mutual agreement.

### 3. Obligations of the Introducer

3.1. The Introducer agrees to act in compliance with the legislation of the country of its residence.

3.2. The Introducer agrees to notify the Company immediately about any intervention by right or without a right in its activity.

3.3. The Introducer agrees to use best endeavors to attract potential customers for the Company.

3.4. The Introducer is responsible for accuracy and authenticity of the registration data provided by the customer. A Customer is considered to be attracted by the Introducer provided one of the following conditions is observed:

3.4.1. the Customer registers a user via a special link provided by the Introducer. In this case the Introducer's ID is entered automatically.

3.5. The Company reserves a right to register a customer as attracted by the Introducer provided the Introducer may prove the fact of attracting this customer and explain the reason why the customer's registration was not carried out in compliance with clause 3.4. hereof.

3.6. The Introducer is entitled to accord all and every advertising material including the business cards of the Introducer if necessary to use the advertisement and/or the advertising products within fulfillment of obligations under these Regulations.

3.7. The Introducer agrees not to use unprincipled types of advertising to promote its activity. In particular it is prohibited to use:

3.7.1. active promotion;

3.7.2. advertising on immoral (including pornographic) websites;

3.7.3. advertising on websites breaching the Introducer's country of residence legislation;

3.7.4. spam;

3.7.5. advertisements with deliberate misleading description of the services provided and also deliberate nondisclosure of the risks and information about the services provided to customers;

3.7.6. advertisements containing inauthentic information or breaching legislation of the Introducer's country of residence;

3.7.7. anything that may bring harm to the positive image of the Company;

3.7.8. any other types of unprincipled advertising.

3.8. The Introducer is prohibited from:

3.8.1. registering and/or using the domain names or account names on any social network containing a part of the word or the whole word or the Company or another version of this word, for example: XBT EFX, XBTFX Forex, www.xbtfxforex etc. without prior consent from the Company.

3.8.2. Register an organization and/or use the word “XBTFX”, in any part and other version of writing this word.

3.9. The Introducer is prohibited from money relations with customers (including accepting money, payment and bank cards, Crypto etc.) unless authorized by the Company.

3.10. The Introducer agrees to keep confidential the Company’s activity and/or the information that the Introducer becomes aware of in accordance with the requirements of these Regulations.

3.11. The Introducer agrees to inform the Company about all the facts and circumstances, it becomes aware of, that may result in undesired consequences (risks) for the Company.

3.12. Should Customers assert claims to the Company connected with activity of the Introducer, the Introducer agrees to settle all the claims of such customers on its own.

#### **4. Rights and Obligations of the Company**

4.1. The Company agrees to provide the Introducer with necessary assistance in executing the mission stipulated hereby.

4.2. The Company agrees to pay Commissions to the Introducer in the amount and under conditions stipulated hereby.

4.3. The Company is responsible for dealing operations and settlement. For settlement verification the Introducer may ask his Customer to provide a report. On its basis the Introducer may appeal to the settlement made by the Company. The Company does not provide reports on the customers attracted by the Introducer.

4.4. The Company has the right to control the Introducer activity in functions and obligations performing under these Regulations.

4.5. The Company has the right to ask and get the detailed report about the Introducer’s obligations fulfillment under these Regulations.

#### **5. Limitation of Introducer’s Authority.**

5.1. The Introducer does not have a right to do the following without prior written consent from Company:

5.1.1. assume responsibility on behalf of the Company or put the Company under any obligations.

5.1.2. publish or assist in any advertising publications related to the Company in mass media; also publish and distribute any articles and letters related to the Company or assist in writing of such articles and letters in any newspapers, magazines and other periodicals, Internet blogs and forums;

5.1.3. give any guarantees and/or promises, make any claims in relation to any payments under any contracts and/or agreements concluded by the Company.

5.2. The Introducer, entering into relations with customers, agrees to inform the interested persons and Customers about its Introducer status and powers. Since the Introducer is an intermediary, it is the Company who carries out all actual actions necessary for conclusion and execution of Terms Of Service agreements with the customers, also it enters into actual interaction with them, prepares and verifies all the required documents.

5.3. The Introducer does not have a right, in its own name and/or on behalf of the interested person, to register a new user in the system of the Company and /or accept Customer agreements on behalf of Customers, use personal logins, passwords and possibilities of personal areas of the Company's customers. The Introducer agrees to inform the Customer that the Customer does not have a right to provide the third parties with the registration data (login and password) required for authorization on my.xbtfx.io and agrees to keep them secure and confidential. Within the terms of the Terms Of Service all actions related to the execution of the Terms Of Service and/or to usage of login and password of the customer are considered to be executed personally by the customer. The Company does not bear responsibility for unauthorized use of the registration data of the customer by the third persons.

5.4. Under no circumstances the Introducer has a right to:

5.4.1. accept from customers and/or give out to customers' money unless authorized by the

Company

5.4.2. Act as an Introducer on behalf of any third parties.

5.5. Limitations stipulated by clauses 5.1.-5.4. hereof are in force within the effective period of the Terms and within 5 years after its termination or cancellation.

5.6. Should as a result of the Introducer's failure to comply with conditions of the Terms (including unauthorized actions or claims of the Introducer) there will be filed lawsuits against the Company, all the losses suffered by the Company are to be compensated by the Introducer in the full scale. Losses are understood as expenses that the Company incurred or will incur restoring its rights and interests (real losses) as well as non-derived income that the Company would have gained in usual business intercourse should its rights and interests were not infringed (lost profit) when valuable interests or business reputation of the Company were violated as a result of failure to execute or improper execution of obligations by the Introducer under these Terms. The Introducer does not have a right to dispute the amount of loss claimed by the Company for compensation.

5.7. Should the Introducer break conditions of these Terms, the Company reserves the right to block the trading account of the Introducer until all losses, suffered as a result of breach of the conditions hereof, are compensated. the Company has a right to cover losses inflicted by the Introducer by the money payable to the Introducer under these Terms and also under the Customer Agreement and its integral appendices.

## 6. Trading Commissions Paid to Introducer by the Company

6.1. Commissions of the Introducer are calculated for every single Customer account attracted by the Introducer and are credited to the 'partner bitcoin wallet' of the Introducer (hereinafter the "Account") on a real-time basis: commissions are credited to the Introducer after each complete transaction made by the customers attracted by the Introducer, taking into account the requirements of clause 6.4. hereof;

6.1.1. The mode of commission or rebate calculation is at the discretion of the Company.

6.2. Settlement period is understood on a hourly basis. The Introducer has a right to submit a request for withdrawal of the commission money from its Account anytime. The request is submitted only via the Client area on the Company's website. The request is to be processed by the Company within 2 (two) business days from the date it is received.

6.3. The Company has a right to introduce at its sole discretion amendments to the conditions of commissions adding and payment keeping with clause 10.4. of the Regulations.

6.4. Commissions indicated in clause 6.1. hereof are the only payment to the Introducer and the Introducer may not claim for another remuneration, unless otherwise mutually agreed to by Introducer and The Company.

6.5. The Introducer accrues the right to withdraw the commission sum from the Account only provided the Account is activated by The Company.

## 7. Guaranty Commitments

7.1. The Introducer guarantees:

7.1.1. that it has the required capacity and authority to accept these Terms;

7.1.2. to attract potential customers.

7.2. The Introducer guarantees fulfillment of its obligations.

7.3. The Introducer agrees to compensate losses and prevent indebtedness to The Company and its personnel without any claims, demands, suits, expenses, losses, charges (including litigation expenses) and fines that may arise as a result of the Introducer's guarantee commitments breach.

## 8. Contract Term

8.1. These Terms come into force for the Customers of Company from the date of its acceptance by the Introducer and terminate from the moment the Terms Of Service ceases to be effective.

## 9. Force-Majeure'

9.1. None of the Parties hereof is liable for complete or partial failure to fulfill its obligations should the failure result from force-majeure circumstances (floods, fire, earthquake and other acts of God, as well as war or different military operations, blockade, government regulation and other unavoidable cases of emergency independent from the Parties).

9.2. The Party, that fails to fulfill its obligations, agrees to inform immediately, not later than 5 bank days from the moment such circumstances occurred and ended, the other Party in a written form about the onset, expected duration and cessation of the foregoing circumstances.

9.3. Facts, stated in the notification, are to be proved by a competent body or organization of the relevant country. Failure to notify or untimely notification deprives the Party from its right to refer to any of the foregoing circumstances as a ground releasing from liability for failure to fulfill its obligations.

9.4. Should impossibility of completion or partial fulfillment of obligations last for more than 3 months, the Agreement is automatically canceled.

## 10. Miscellaneous

10.1. Should there arise a disputable situation with customers attracted by the Introducer, decision of the Company is considered to be conclusive.

10.2. The introducer acknowledges and agrees that he/she is responsible for the payment of all relevant duties and/or charges and/or taxes arising from the course of his business"

10.3. Has the right to terminate the business relationship with any client at any time.

10.4. In the event of any dispute, or complaint from a client, the Company has the right to hold back any commissions due to the introducer until such issues are resolved."

10.5. Should one of the Parties not raise a demand for obligations fulfillment, the other Party hereof is not discharged from fulfillment of its obligations under this Agreement, as well as it does not mean refusal from obligations.

10.6. In case of discrepancy, the English version of these Regulations is considered to have priority above the texts of these Regulations in other languages.

**In Accepting these Terms, the Introducer confirms that:**

It has read and understood the terms and conditions of the Regulations; all the terms and conditions of the Regulations are understood and accepted in the full scale; there are no circumstances that may prohibit from the Regulations acceptance.

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*XBTFX LLC  
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