



## INTRODUCING BROKER & AFFILIATE AGREEMENT

November 2024

### GENERAL PROVISIONS

This Introducing Broker Agreement ("Agreement") establishes the relationship between the Introducing Broker or Affiliate ("IB") and the Company (collectively, "Parties"; individually, "Party"). All interactions, relationships, and cooperation between the IB and the Company will be governed exclusively by this Agreement.

By becoming an Introducing Broker, the IB acknowledges and accepts this Agreement. Should any situation not covered by this Agreement arise, the Company will resolve the matter based on good faith and fairness and, where appropriate, by taking actions consistent with industry practices. The IB agrees that the Company's decision in such cases will be final.

This Agreement does not imply employment. The IB shall not be considered a representative of the Company, and the Company shall not bear any responsibility for the IB's actions or failures to act.

If an introduced customer communicates to the Company that they wish to be unlinked from the IB (an "Unlinked Client"), the Company will cease paying the IB compensation for the Unlinked Client from the date of such communication. The IB shall have no further rights concerning the Unlinked Client.

The Company reserves the right not to recognize any customer as introduced by the IB if the customer did not register through the IB Referral link or did not send a confirmation email requesting to link their account to the IB within 7 days of registration.

A client or introduced client may request to change from one IB to another; however, the final decision rests with the Company and is at its discretion.

The Company pays the IB Commission for the Client's trades, provided the Client was attracted by the IB.

The IB Commission will be paid within 30 minutes of referral closed trades.

A Valid Order is a trade that is in the market at least 120 milliseconds and follows minimum pip value rules.

The IB Commission will be determined by the IB Tier and the type of trading account the Client used for trading the relevant volumes.

The IB Commission will be paid to the IB's Wallet in U.S. dollars only, regardless of the currencies of the accounts used by the IB's Clients. If the IB's Clients trade on accounts where the Fixed Rate option is applied, the IB's Commission will also be paid out in accordance with the rate applied.

The IB Tier will be calculated on a monthly basis automatically. The IB acknowledges that the change of the IB Tier is applied during the IB Commission payout time. No claims of "lost profit" will be accepted.

An IB Tier is a status determining the IB Commission value. The IB Tier table is as follows:



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## Rare Plan

A minimum of 10 active clients are required for each partner.

Account Type	Crypto & Stocks	Forex & Commodities	Metal & Index
<b>FIX ECN</b>	40% Spread	3 USD/Lot	5 USD/Lot
<b>EPIC</b>	40% of Commission	3 USD/Lot	5 USD/Lot

## Epic Plan

To qualify for this plan affiliate requires a minimum of 100 active traders.

Account Type	Crypto & Stocks	Forex & Commodities	Metal & Index
<b>FIX ECN</b>	60% of Spread	5 USD/Lot	8 USD/Lot
<b>EPIC</b>	60% of Commission	5 USD/Lot	8 USD/Lot

## TERMS AND INTERPRETATION

**Client:** An individual or legal entity registered on the EPIC PIPS LTD (hereinafter referred to as 'Company') website.

**Introducing Broker, Affiliate, Partner (IB):** A Client whose application for IB status submitted via the Company's website was approved by the Company.

**Referral Link:** A special link to the Company's website containing a unique IB identifier, which is the main means of attracting and tracking Clients by the IB.

**IB ID:** IB's unique identification number.

**IB Commission or Rebate:** The amount payable by the Company to the IB for their clients' trading operations.

**IB Wallet:** A special account dedicated to transactions and money settlements, on which the IB Commission is credited.

**Active Client:** A client whose real trading accounts have cumulatively traded at least 0.1 standard lot in the past 30 days.

**In-Active Client:** A client who has traded less than 0.1 standard lot in the last 30 days.



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## OBLIGATIONS

The IB is entitled to do the following:

- Promote the Company's services, website, promotions, special offers, and other related information.
- Open profiles for Clients using the Referral Link.
- Receive the IB Commission (rebate) for Client's trades.
- Provide Clients with the Company's information, news releases, updates, or other related information.
- Perform all activities in full compliance with applicable local and international legislation.
- Inform the Company immediately of any interference with the IB's activities.
- Use maximum effort to acquire Clients for the Company.
- Maintain confidentiality regarding any information that expressly or implicitly concerns the Company and becomes available to the IB.
- Notify the Company about all facts or circumstances that might lead to any potential risks to the Company if the IB becomes aware of them.
- Inform Clients about the risks of Forex trading before opening a real account.
- Inform each potential Client about the IB's status and privileges before entering into any agreements or relationships.
- Immediately notify the Company of any changes in the IB's contact information.

Company Rights:

- Provide the IB with all necessary assistance to fulfil the obligations set forth in the Agreement.
- Pay out the IB Commission under the conditions of the Agreement.
- Provide the full range of the Company's services, as stated in the Customer Agreement, to the Clients attracted by the IB.
- Provide execution for the IB Clients' orders and corresponding calculations of the IB Commission due. However, the Company does not provide statements of Client transactions.
- Monitor the IB's activities under the provisions of the Agreement.
- Request a detailed report from the IB on their fulfilment of the provisions of the Agreement.
- Void the Agreement if the IB fails to:
- Attract 10 Active Clients with a cumulative 10 standard lot trade within 60 days.
- Amend this Agreement at any time without the necessity of prior approval from the IB. The IB agrees and confirms that the Company is deemed to have duly notified the IB about such amendments by publishing the amended Agreement on its website.
- Void the Agreement and cancel (partially or completely) the IB Commission if the IB uses fraudulent methods to acquire Clients. In such cases, all of the IB's Clients shall become direct Clients of the Company.
- Cancel the IB Commission if the amount from a single Client exceeds 20% of the total IB commission.
- Lower the IB Commission or exclude such Client from the IB's referral list if the Company's revenue received from the IB Clients' trading becomes less than or equal to the commission paid to the IB.

## IB RESTRICTIONS

The IB (Introducing Broker) is prohibited from engaging in the following activities:

- Using any deceptive or fraudulent advertising to promote the Company's services.



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- Incorporating and/or using a legal entity containing the Company's name, branding, or other intellectual property.
- Acting as the Company's representative
- Using the Company's direct URL or the IB's referral link in any PPC systems (Google, Yahoo!, Live, or similar). It is also prohibited to redirect or attract customers to the Company's website by any other forced (fraudulent) means.
- Assuming any responsibility on behalf of the Company or placing the Company under any obligations.
- Opening real or demo accounts or registering with the Company's services on behalf of the Client, as well as saving, storing, or disclosing the Client's access credentials or any personal information.
- Providing any advice to the Client regarding trading strategies, or in any other way influencing the Client's decisions. The Company shall not be liable for the consequences of such advice.
- Publishing, participating in, or cooperating in publishing any materials in mass media; issuing any newsletters; or assisting in issuing or creating any content in newspapers, magazines, or other mass media, blogs, internet forums, social networks, or similar, which may expressly or implicitly harm the positive image of the Company.
- Undertaking any commitments in the name of the Company or binding the Company with any commitments.
- Providing any guarantees and/or promises, as well as making any statements regarding any pay-outs or agreements set forth by the Company.
- If the IB's violation of this Agreement (including unauthorized actions or statements made by the IB) results in legal action(s) against the Company, the IB shall be held liable for all losses incurred by the Company. Losses shall include expenses the Company has incurred or will incur while restoring its rights and interests (real losses), as well as the revenue the Company would have earned under normal business conditions (lost profit), damage to property interests, or the Company's business reputation as a result of the IB's failure to fulfil its obligations. The IB has no right to dispute the amount the Company claims for damages.
- If the IB violates the terms and conditions of the Agreement (fully or partially), the Company reserves the right to block the IB's trading accounts and Wallet and exclude Clients from the IB's Client list until the IB compensates for the losses the Company has suffered from the breach of the Agreement. The Company is entitled to cover losses inflicted by the IB with money payable to the IB under the IB Agreement and the Customer Agreement and its corresponding regulations.
- The IB, the IB's relatives, or any other affiliated parties cannot act as the Clients of the IB. Should any data of the IB match the data of any Client (such as passport details, address, birth date, telephone number, email address, IP addresses, or similar), the Client's login shall be removed from the IB's Client list, and the IB Commission payout based on this Client's performance shall not be paid. User profiles that share the same IP address may be considered as one active profile. Should the IP address of the Client be the same as that of the IB, they may be considered affiliated, and the IB Commission payout for such a Client profile's performance shall not be paid. Such behaviour shall be deemed 'Auto-referral activity' or 'Bulk Registration.'
- If the Client(s) file any complaints against the activities of the IB, the IB shall independently address all such complaints and shall indemnify and hold the Company harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with such complaints.

## CHANGE OF REFERRAL OR IB GROUP

When an introduced customer (Client) communicates to the Company their desire to be unlinked from the IB (the "Unlinked Client"), the Company shall cease paying the IB any compensation related to the Unlinked Client from the date of such communication. The IB shall have no further rights regarding the Unlinked Client.

The Company reserves the right to not recognize any customer as introduced by the IB if:



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- The customer did not register through the IB Referral link or did not send a confirmation email requesting to link their account to the IB within 10 days of registration.
- The customer already had a trading account with the Company or any Affiliate more than 10 days before being introduced to the Company by the IB.

The Company reserves the right to reject any potential customer who does not meet the criteria detailed in the Company's internal compliance procedures. The IB agrees that all new account applications must be approved by the Company in writing before trading can commence.

## **FORCE MAJEURE**

The Company may, in its reasonable opinion, determine that a Force Majeure Event exists. In such a case, the Company will take reasonable steps to inform the IB in due course. A Force Majeure Event includes, without limitation, any act, event, or occurrence such as Market Disruption, government actions, war, weapons of war, nuclear, radioactive, biological, chemical, biochemical or electromagnetic contamination, revolution, strikes, lock-outs, industrial action, fire, flood, natural disaster, explosion, unavoidable accidents, terrorist actions, failure of utility services, transport network failures, suspension or limitation of trading by any execution venue, or any breakdown or malfunction of telecommunications, settlement, or other equipment or systems.

If the Company determines that a Force Majeure Event exists, the Company may, without prior written notice and at any time, take or omit to take all such actions as it deems reasonably appropriate in these circumstances.

## **AMENDMENT & TERMINATION**

The IB acknowledges that the Company has the right to modify the terms of this Agreement, Addendum, and/or Appendix at any time, with a 7-business day written notice prior to such changes. Any amendments will become effective on the date specified in the notice.

The IB may terminate this Agreement by written notice at any time. The Company may terminate the Agreement by providing at least thirty (30) days written notice of termination unless circumstances necessitate a shorter notice period.

The Company may terminate this Agreement with immediate effect by giving written notice to the IB if:

- The IB, or its principals, directors, officers, and managers are convicted of a crime or serious violation of law that affects their honesty and integrity.
- The Company determines, in its sole discretion, that the IB has committed acts inconsistent with (i) the Company's Terms and Conditions, (ii) the material provisions of this Agreement, or (iii) fair, just, and equitable principles of trade.
- The IB does not comply (whether wholly or partly) with this Agreement and other Company policies.



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## MINIMUM PIP VALUE RULE

In this plan, if the distance between the entry and exit points of a trader's position is equal to or greater than the amount specified in the table above, the commission or rebate will be awarded to the leader.

Symbols	Formula	Coefficient (X)
Forex, Index, Metal, Commodities	$( \text{Swap Long}  +  \text{Swap Short} ) * X$	0.6
Cryptocurrencies	$ \text{Swap Long}  / 360 * \text{Bid Price} / 100 * 10^{\text{Digits}} * X$	0.6

Example:

If a trader opens a buy position on gold at a rate of 1930 and then closes it at a rate of 1931.5, the calculation will be as described above.

- Swap Long = -25.030
- Swap Short = 4.0800
- Change to Point:
- $C = |\text{Open Price} - \text{Close Price}| * 10^{\text{Digits}}$
- $C = |1930.00 - 1931.50| * 10^2$
- $C = 150 \text{ Points}$
- $E = (|-25.030| + |4.0800|) * 0.6$
- $E = 17.466 \text{ Points}$
- If  $C \geq E$  then Commission Paid
- $150 \geq 17.466 = \text{Commission Paid}$

According to the calculations, the distance between the entry and exit points is more than the specified amount, so the rebate will be awarded to the leader.



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