
ICM Brokers

Introducing Broker Agreement





NEW YORK

Level 11| 48 Wall Street| New York| NY 10005| USA
T: +212 918 4602| F: +212 918 4605

Delaware

16912 Coastal Highway| Lewes| DE 19958| USA

Introducing Broker Agreement

PROFILE SECTION

Company name:

Company address:

City and country:

Web address:

Nature of business:

Title: Mr Miss Mrs Other

First name:

Second name:

Family name:

Date of birth: (dd/mm/yy)

Nationality: Country of residence:

Passport /ID nr: Expiration date:

Home number: Mobile number:

Office number: Email Address:

Fax: Web site: (if any)

Emergency Contact Name and Telephone:

Office Address

Flat/Apartment Nr and Street

City and Country Years at Address

Mailing (Correspondence) Address

Flat/Apartment Nr and Street

P.O. Box Nr City and Country



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1. PARTIES TO THIS AGREEMENT

- A.** International Capital Markets Brokers LLC (hereinafter called "ICM Brokers"), a company having a limited liability duly incorporated and registered in the United States of America, State of Delaware having its registered office at 16912 Coastal Highway, Lewes DE 19958, USA
- B.** Introducing Broker (hereinafter called "IB"), whose name and address appear on the attached "IB 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 ICM Brokers and IB, who will introduce customers to ICM Brokers on a fully disclosed basis to trade in OTC spot foreign exchange, OTC spot metals, contracts for difference, and off exchange derivative transactions, in accordance to the terms set forth in the Terms of Business of ICM Brokers.

3. Definitions

- 3.1** "Company" shall mean ICM Brokers as defined in section 1(A).
- 3.2** "IB" shall mean introducing broker who will introduce customer accounts to ICM Brokers.
- 3.3** "Customer" means a customer of ICM Brokers who is introduced by the IB.
- 3.4** "Account" shall mean an account that is established for a Customer introduced to ICM Brokers by the IB.

4. Services of ICM Brokers

- 4.1** At its sole discretion, ICM Brokers shall open accounts to the customers introduced by the IB, provided they meet its qualifications criteria and suitability standard.
- 4.2** ICM Brokers agrees to accept instructions and orders from the Customers, and send statement of accounts and recaps to the Customers introduced by the IB.
- 4.3** Provide services to the customers introduced by the IB in accordance to the Terms of Business of ICM Brokers.
- 4.4** Provide a license to the IB to use its ICM Brokers trading software, forms, literature, newsletters, market reports and any other informational material provided by ICM Brokers.
- 4.5** Rebate fees and incentives to the IB in accordance to the attached Appendix I.

5. Services provided by the IB

- 5.1** Introduce Customers who fully meet the qualifications and suitability standards of ICM Brokers, on a fully disclosed basis.

- 5.2** Deliver to Customer, and/or obtain from Customer and deliver to ICM Brokers, all documentation including, but without limitation, the Customer Account Opening Package, notices, and notifications.
- 5.3** Obtain and verify 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 ICM Brokers business and profile according to information provided by ICMB.
- 5.5** Maintain ethical practices, high standard of business, and conduct its business at all times in such a manner so as to reflect favorably on ICM Brokers.
- 5.6** Comply with any business related instruction, terms or direction given by ICM Brokers in relation to introducing broker services.
- 5.7** Keep accurate written records of all Customer Agreements, legal documents, diligence reports or any other information that may arise in the course of business with ICM Brokers, and provide ICM Brokers with copies thereof upon request.
- 5.8** Authorize ICM Brokers to inspect or conduct any due diligence it may require from time to time, without any limitation or means of investigation.
- 5.9** Notify ICM Brokers orally and in writing upon receipt of any Customer complaints or pending or threatened action raised against ICM Brokers 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 ICM Brokers. 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 ICM Brokers.

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 ICM Brokers terms as well as local regulations.
- 7.2** The IB must immediately notify ICM Brokers 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 ICM Brokers only after conducting strict due diligence and 'Know Your Customer' procedures. IB will not introduce any Customers



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without conducting prerequisite background checks.

- 7.4** The IB acknowledges that it may not accept funds from the Customers but must instruct the Customers to send checks or wire funds directly to ICM brokers.
- 7.5** The IB may not conduct discretionary trading on behalf of the Customers without a written and signed power of attorney from the Customers, which must be pre-approved by ICM Brokers.
- 7.6** The IB may not give any advice or trading recommendation to the Customers. For avoidance of any doubt, ICM Brokers 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 ICM Brokers from any loss or liability arising from any such advice, recommendation, default or neglect by the IB in relation to any customer services.

8. Deficit in Customer accounts

The IB will be fully liable for deficits incurred in its account or the accounts of the Customers it introduces to ICM Brokers and for delays or defaults in payment of any credit or margin to ICM Brokers. The IB hereby expressly authorizes ICM Brokers to withhold and deduct from its commissions any loss incurred, or potentially may incur, from delays or defaults of payment of credits or margins that may lead to deficit balances on the introduced Customers' accounts.

9. Liquidation of positions

ICM Brokers 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:

- 9.1** Insufficient margin to protect the position(s) in the Customer account;
- 9.2** Equity to margin ratio reaches the 5%;

10. Marketing and Advertising

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

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

11. Proprietary property

- 11.1** The IB acknowledges that the trading software provided by ICM Brokers to the IB and the Customers

introduced by the IB is simply to facilitate and enhance the efficiency of transacting business with ICM Brokers. 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 ICM Brokers, as solely determined by ICM Brokers.

- 11.2** Upon the termination of this Agreement by either party, the IB will return to ICM Brokers all proprietary property such as equipment, software and printed material.

12. Confidentiality

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

13. Indemnifications

The IB agrees to indemnify and hold ICM Brokers harmless from all losses, liabilities, damages, expenses claims, proceedings and attorneys' fees resulting from:

- 13.1** Any breach by the IB of its duties under this Agreement;
- 13.2** Any misrepresentation made by the IB herein;
- 13.3** Any Customer claims relating to any agreement between the IB and the introduced Customers;
- 13.4** Any deficits on Customer accounts or the failure of any Customer to meet its obligations;
- 13.5** Any debts or obligations arising from the IB failing to comply with applicable local laws and regulations;

14. 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.

15. Assignment

ICM Brokers 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 ICM Brokers 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.



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16. 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.

17. Entire Agreement

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

18. Termination

This Agreement may be terminated by the either party upon thirty days written notice to the other party. During the thirty days, the Customers introduced by the IB shall be serviced by ICM Brokers 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. ICMB 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:

- 18.1** The IB does not comply with the terms set out in this Agreement;
- 18.2** The IB, in ICM Brokers' sole and reasonable opinion, provides inadequate service to Customers or ceases to provide service to Customers as set out in this agreement;
- 18.3** The IB is not in good financial standing and ICM Brokers feels the company is in process of liquidation, bankruptcy, or ceases meet its obligations.

19. Communications and notices

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

20. 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 ICM Brokers. No oral or implied agreement to the contrary shall be recognizable. The attachments to this Agreement constitute an integral part of this Agreement.

21. Force Majeure

IB agrees that ICM Brokers 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 ICM Brokers from acting on an online instruction, or other events or conditions beyond ICM brokers control, as determined and at the sole discretion of ICM Brokers.

22. General

- 22.1** IB acknowledges and confirms that it has read and understood the Terms in this Agreement and agrees on their terms and conditions.
- 22.2** Any failure by ICM Brokers to enforce its rights and remedies under these Terms shall not constitute a waiver of such right or remedy.
- 22.3** IB acknowledges that ICM Brokers services are not intended for USA persons. IB further declares that it is not a USA person.

23. 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 ICM Brokers, only in the courts whose seat is within the City of Lewes, State of Delaware. IB hereby specifically consents and submits to the jurisdiction of any federal court located within the City of Lewes, State of Delaware in the United States of America. IB waives any claim that IB is not personally subject to the jurisdiction of any state or federal court located within the State of Delaware 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.



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Signature of IB Principal

Full name:

Date:

Signature of second Authorized Signatory *(if any)*

Full name:

Date:

Signature of ICM Brokers Authorized Signatory

Full name:

Date:



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APPENDIX I – FEE AND REBATE SCHEDULE

ICM Brokers shall directly charge the Customer accounts introduced by the IB with commissions and fees. Such commissions, fees as well as other incentives in the form of pip rebates shall be refunded to the IB in compensation for services rendered to the Customers.

ICM Brokers shall calculate the commissions, fees and pip rebates generated from the Customers' transaction at the end of each calendar month. ICM Brokers will provide the IB with a commission statement and credit the IB's Master Account held with ICM Brokers during the first seven days of the next month.

The IB agrees to the following fee and pip rebate structure as described in this Appendix I for the services described therein:

OTC SPOT FOREIGN EXCHANGE

ICM Brokers shall rebate to the IB USD per contract R/T.

OTC SPOT METALS

ICM Brokers shall rebate to the IB USD per contract R/T.

OFF-EXCHANGE FUTURES

ICM Brokers shall rebate the IB USD per contract R/T.

ICM Brokers shall charge the client USD per contract R/T.

CFDs

ICM Brokers shall rebate the IB USD per contract R/T.

ICM Brokers shall charge the client USD per contract R/T.

Signature of IB

Date:

ICM Brokers Signature

Date: