INTRODUCING BROKER (IB) AGREEMENT

This Introducing Broker Agreement ("Agreement") is entered into on this ___ day of ________**, 20**, by and between:

First Party (Broker)

Company Name: Wealthway

(hereinafter referred to as the **"Broker"**)

AND

Second Party (Introducing Broker / IB)

Name/Company: ____________________________

Registration No./ID: ______________________

Address: __________________________________

(hereinafter referred to as the **"Introducing Broker" or "IB"**)

The Broker and the IB are collectively referred to as the **"Parties."**

1. APPOINTMENT

The Broker hereby appoints the Introducing Broker as a non-exclusive business partner for introducing prospective clients to the Broker's trading platform and services.

Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, agency, franchise, or joint venture.

2. SCOPE OF SERVICES

The Introducing Broker shall:

- Introduce prospective clients.
- Promote the Broker's products.
- Conduct educational seminars.
- Organize business development activities.
- Assist clients with account opening.

- Provide basic customer support.

The IB shall not:

- Accept client deposits.
- Withdraw client funds.
- Execute trades.
- Offer guaranteed profits.
- Manage client accounts unless separately authorized.

3. CLIENT OWNERSHIP

All clients introduced by the IB shall become the sole clients of the Broker.

All trading accounts remain the exclusive property of the Broker.

The Broker shall retain complete ownership of:

- Client database
- CRM records
- Trading history
- KYC documents
- Communication records

The IB shall not claim ownership over any client information.

4. COMMISSION

The Broker shall pay commission according to the prevailing IB Commission Schedule.

The Broker reserves the absolute right to revise commission rates.

Commission shall only be payable on eligible trading activity.

No commission shall accrue from:

- Bonus trades
- Internal transfers
- Fraudulent accounts
- Self-referrals (unless approved)
- Hedged accounts (if excluded)

5. PERFORMANCE REQUIREMENT

The Broker may establish monthly or quarterly performance requirements.

Failure to achieve the minimum performance level may result in:

- Suspension
- Downgrading
- Commission revision
- Termination

6. COMPLIANCE

The IB agrees to comply with:

- AML regulations
- KYC requirements
- Anti-Bribery laws
- Local financial regulations
- Broker Compliance Policies

7. PROHIBITED ACTIVITIES

The IB shall not:

- Promise guaranteed returns.
- Misrepresent the Broker.
- Use misleading advertising.
- Collect funds from clients.
- Operate managed accounts without approval.
- Use the Broker's trademarks without written authorization.
- Engage in money laundering or fraudulent activities.

Violation may result in immediate termination.

8. CONFIDENTIALITY

All business information, software, CRM data, commission structures, pricing models, client databases, strategies, and internal documents shall remain confidential.

This obligation shall survive termination for **five (5) years**.

9. INTELLECTUAL PROPERTY

All trademarks, logos, marketing materials, software, CRM systems, websites, educational materials, and business methodologies remain the exclusive property of the Broker.

10. NON-COMPETITION

During the term of this Agreement and for **12 months** after termination, the IB shall not:

- Introduce Broker clients to competing brokers.
- Solicit Broker employees.
- Recruit Broker clients.

11. NON-CIRCUMVENTION

The IB agrees not to bypass the Broker by directing introduced clients to any third-party broker.

Any attempt to circumvent shall constitute a material breach.

12. CLIENT DISPUTES

The Broker shall have the final authority in resolving:

- Trading disputes
- Bonus disputes
- Withdrawal disputes
- Compliance investigations
- Account suspensions

The Broker's decision shall be final.

13. RISK DISCLOSURE

The IB acknowledges that leveraged trading involves significant financial risk.

The Broker does not guarantee profits or protection from losses.

14. LIABILITY

The Broker shall not be liable for:

- Market losses
- Internet failures
- Platform downtime
- Liquidity interruptions
- Regulatory changes
- Force majeure events

15. REPRESENTATIONS

The IB confirms that:

- All information provided is true.
- Necessary licences (if required) have been obtained.
- The IB has authority to enter into this Agreement.

16. TERMINATION

The Broker may terminate this Agreement immediately if the IB:

- Breaches this Agreement.
- Violates AML/KYC policies.
- Commits fraud.
- Damages the Broker's reputation.
- Engages in unauthorized financial activities.

The Broker may also terminate this Agreement by giving **30 days' written notice**, without assigning any reason.

17. SURVIVAL

The following clauses shall survive termination:

- Confidentiality

- Non-Competition
- Non-Circumvention
- Intellectual Property
- Client Ownership
- Indemnity

18. INDEMNITY

The IB shall indemnify and hold harmless the Broker against any claims, losses, damages, regulatory penalties, legal costs, or liabilities arising from the IB's negligence, misconduct, breach of this Agreement, or violation of applicable laws.

19. GOVERNING LAW

This Agreement is global in nature and so shall be governed by the laws of applicable jurisdiction which will be agreed upon on case to case by the Broker.

Any dispute shall be subject to the exclusive terms agreed by the second party proposed and introduced by the first party.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all previous discussions, negotiations, representations, and agreements.

21. SIGNATURES

FIRST PARTY

Authorized Signatory: ____________________

Designation: ____________________________

Signature: ______________________________

Date: __________________________________

SECOND PARTY (INTRODUCING BROKER)

Name: _________________________________

Signature: _____________________________

Date: _________________________________