



# VidaMarkets

Trade with confidence

## **INTRODUCING BROKER AGREEMENT**

October 2022

# Introducing Broker Agreement

- 1 This Introducing Broker Agreement (“Agreement”) is made as on the effective date (Reference on Page 7) (by and between Vida Global Markets LLC (“VIDA MARKETS”), a company duly incorporated under the laws of St. Vincent and regulated by the Financial Services Commission (hereinafter referred to as the “Firm”) and Introducing Broker & Address [Reference on Page 7] (hereinafter referred to as the “Introducer”).
- 2 The Firm and the Introducer represent that they have read this Agreement, including the terms and conditions detailed below, understand it and agree to be bound by all the terms and conditions stated herein.

## 3 COMMENCEMENT AND DURATION

- 3.1 This Agreement shall commence on the date when it has been signed by all the Parties and shall continue until either Party gives to the other Party one (1) months’ notice to terminate.
- 3.2 The Parties agree that any services performed by the Introducer prior to the date of execution of this Agreement shall also be subject to the provisions of this Agreement.
- 3.3 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

## 4 SERVICES

- 4.1 The services to be performed by the Introducer are set out in Schedule B of this Agreement.
- 4.2 In carrying out its performance of the services under this Agreement, the Introducer acknowledges, agrees and warrants that, as per the Partnership Questionnaire (if applicable):
  - 4.2.1 It has the necessary skills, experience and resources to successfully perform the services;

- 4.2.2 It shall preserve the business reputation of the Firm; and
- 4.2.3 It shall not, nor does it have any power or authority to, make or conclude any contracts or receive any monies in the name, or on behalf of Firm.

## 5 INTRODUCER TERM

- 5.1 The Introducer has introduced the Referred Client. Such referral will be deemed effective, and a commission fee will only be payable subject to: (1) the Firm’s acceptance of this Agreement and the lead for the Referred Client, which may be accepted or rejected in the Firm’s sole discretion; (2) the Firm’s receipt of a fully completed Partnership Questionnaire (if applicable); and (3) confirmation of the enhanced ongoing service that the Introducer will provide to Referred Clients (if applicable). The Firm’s failure to accept a lead and or this Agreement for a Referred Client shall be deemed an election to refuse such Referred Client and no Commission shall be due. Referrals for any other country will be considered on a case-by-case basis, in the sole discretion of the Firm subject to additional terms and conditions, if any, agreed between the Firm and the Introducer.

## 6 STANDARD OF PERFORMANCE & PROHIBITED INTRODUCER ACTIONS

- 6.1 The Introducer hereby agrees that it shall:
  - 6.1.1 follow the highest professional standards in performing all services to be provided under this Agreement;
  - 6.1.2 not employ any device, scheme, or artifice to defraud any potential client (s) or Referred Client;
  - 6.1.3 not engage in any transaction, practice or course of business which operates as a fraud or deceit upon any potential client(s) or Referred Client;
  - 6.1.4 not engage in any other act, practice, or course of business in connection with

referrals that is fraudulent, deceptive or manipulative;

- 6.1.5. not pay, offer or promise to pay, or authorize any payment of offer of money of anything of value, directly or indirectly to any Government official or employee or any person acting in an official capacity on behalf of the Government for the purpose of securing preferential treatment or action or inaction from any Governmental officials;
- 6.1.6. not offer or receive any gift, favours, entertainment, secret commissions, bribes, payoffs, kickbacks, or exercise, any influence that induces, or tends to induce, a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter;
- 6.1.7. Exert nor propose to exert improper influence to solicit or obtain government contracts, and shall further not propose to obtain, nor hold itself out as being able to obtain, any government contracts or contracts through improper influence. In the event that the Introducer or its employees, agents, or subcontractors exercise, or attempt to exercise, any influence that induces, or tends to induce, a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter, the Firm shall have the right, in its sole discretion, to terminate Introducer's rights under this Agreement and have no further obligation or liability of any kind to Introducer, including the payment of any amount and reimbursement of any expense. For any violation of this section, the Firm shall be entitled to recover from the Introducer all damages caused, directly or indirectly, by any violation of this section, the Firm shall be entitled to recover from the Introducer all fees and other compensation paid by the Firm under this Agreement;
- 6.2. Without limiting the generality of the preceding provisions, you covenant that you shall not misstate any material facts about the Firm to any potential clients or Referred Clients.

## 7 REBATE, COMMISSIONS AND PAYMENT

- 7.1. VIDA MARKETS will facilitate payment from the Referred Client to the Introducer of the commission set out in Schedule C.
- 7.2. "Commission" shall mean an amount payable pursuant to the terms and conditions of this Agreement, equal to one month of monthly recurring charges equal to the first full month of billing.
- 7.3. The Parties agree that the Commission payable by Referred Clients are subject to a review not more than once in each 12-month period unless otherwise agreed between the Parties.
- 7.4. Following a review, in the absence of an Agreement between the Parties as to the amount of the Commission payable by the Referred Client under the Agreement, the current terms shall continue unless terminated by way of section 10.
- 7.5. The Commission shall be paid within thirty (30) days after the end of the first calendar month in which the Firm actually receives payment from the Referred Client for monthly recurring charges subject to the payment terms on trades.
- 7.6. The Firm shall at such time and in such format as it considers reasonable, notify the Introducer of:
  - 7.6.1. The relevant contracts that it has entered into with Clients;
  - 7.6.2. The date the services were provided; and
  - 7.6.3. The Commission payable to the Introducer.
- 7.7. On a monthly basis, the Firm shall calculate the total Commission payable to the Introducer for the relevant month, together with any applicable Valued Added Tax (VAT).
- 7.8. The Firm shall deposit the Commission into a bank account provided by the Introducer.
- 7.9. The Firm shall not be responsible for any costs incurred by the Introducer unless such costs have been agreed in advance by the Firm in writing.
- 7.10. The Firm shall not pay any Commission to the Introducer for Referred Clients that were rejected.
- 7.11. The Firm shall send an annual statement to the Referred Clients detailing the Commission paid.

## 8 CONFIDENTIAL INFORMATION

- 8.1. The Introducer acknowledges that by reason of its relationship with the Firm hereunder, it may have access to certain information and material concerning the Firm's business, plans, clients, technology and products that are confidential and of substantial value to the Firm, which value would be impaired if such information were disclosed to third parties.
- 8.2. The Introducer expressly agrees that:
- 8.2.1. it shall not disclose any confidential information unless it has written approval by the Firm;
  - 8.2.2. must not remove, obscure or alter any notice of patent, copyright, trademark, trade secret, or other proprietary right from any document, software, or other item containing any confidential information;
  - 8.2.3. must implement security practices against any unauthorised copying, use, disclosure (whether such disclosure is in writing, oral, or another form), access, damage, or destruction of the confidential information;
  - 8.2.4. must immediately notify the Firm if the Introducer suspects or becomes aware of any unauthorised copying, use or disclosure in any form; and
  - 8.2.5. must comply with all reasonable directions of the Firm in relation to the confidential information.
- 8.3. In the event of termination of this Agreement, there shall be no use or disclosure by the Introducer of the Firm and disclosure by the Introducer of any confidential information of the Firm and any materials related to the Firm shall be immediately returned to the Firm.
- 8.4. Accordingly, the Introducer agrees that in addition to any other relief to which the Firm may be entitled in the form of actual or punitive damages, the Firm shall be entitled to seek and obtain injunctive relief from an arbitration panel or a court of competent jurisdiction for the purposes of restraining the Introducer from any actual or threatened breach of such provision. The terms of the section shall survive termination of this Agreement.

## 9 INTELLECTUAL PROPERTY

- 9.1. The Introducer acknowledges that the Firm owns all rights, title and interest in any intellectual property, including trademarks, wordmarks and any other content that bears the Firm's name or logo. Accordingly, the Introducer agrees that it will not copy, reproduce, alter or modify such intellectual property, nor will it use such intellectual property without the prior consent of the Firm.

## 10 DATA PROTECTION

- 10.1. Each Party undertakes to comply with the Data Protection Legislation in relation to any Client personal data that it receives.
- 10.2. The Introducer shall ensure that it obtains consent from each Client to the transfer of their personal data to the Firm for the purposes contemplated by this Agreement. The Introducer shall provide evidence of such consent to the Firm as soon as possible where requested to do so by the Firm.

## 11 TERM & TERMINATION

- 11.1. This Agreement will continue until terminated by one or more of the Parties in accordance with this section.
- 11.2. Either Party may terminate this Agreement with immediate effect by giving to the other Party notice in writing if any of the following events of default occur:
- 11.2.1. An insolvency event occurs;
  - 11.2.2. A change in control occurs without the consent of the other Party;
  - 11.2.3. A Party or any of its employees, directors, related parties or agents, is involved in any misleading activities, fraud, forgery or corruption; or
  - 11.2.4. A Party fails to perform any provision of this Agreement which, if capable of remedy, is not remedied within fourteen (14) days of written notice.
- 11.3. Unless otherwise stated in this Agreement, either Party may terminate this Agreement at any time upon thirty (30) days' notice to the other.

11.4. During the term of this Agreement, the Firm shall pay the Introducer for services rendered up to the date of termination.

## 12 RELATED PARTIES

12.1. For the purpose of this Agreement, a Related Party is either:

- 12.1.1. An affiliate that is an individual, entity, group or organisation that has a legal agreement which connects them to the Firm of the Introducer.
- 12.1.2. A Non-Affiliate that is an individual, entity, group or organisation that does not have a legal agreement with the Firm or Introducer, however, is associated with the Parties based on relationship and/or networking.

## 13 NON-SOLICITATION AND NON-CIRCUMVENTION

13.1. The Introducer agrees not to solicit the Firm's clients and furthermore, the Introducer agrees not to circumvent any relationship the Firm has with its Related Parties.

## 14 LIMITATION OF LIABILITY

14.1. The Firm has no liability to the Introducer other than to pay fees in accordance with this Agreement. In no event shall the Firm be liable for any consequential, incidental, indirect or special damages, however caused, whether under any theory of contract, tort (including negligence) or otherwise, even if the Firm has been advised of the possibility of such damages. Neither Party shall be liable for the other Party's conduct whether any business is conducted ethically, unethically or otherwise by the other and its Related Parties.

## 15 WARRANTY

15.1. The Firm disclaims any and all warranties with respect to its services, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular

purpose, or non-infringement. Each Party further acknowledges that, except as expressly warranted herein, all services are provided "AS IS" to the maximum extent permitted by law. The Introducer shall not make any warranties to any Referred Clients.

## 16 INDEMNITY

- 16.1. In no event shall the Introducer make any representation, guarantee or warranty concerning the Firm or the Firm's products or services. The Introducer shall have no authority to accept any offer on the Firm's behalf or to bind the Firm in any manner whatsoever. The Introducer represents and warrants that no third party is or will be entitled to any commission or payment in connection with the Referred Client based upon the acts, communications, dealings or agreements by the Introducer. The Introducer shall indemnify, defend and hold the Firm harmless from and against any failure by the Introducer to adhere to the terms of this section.
- 16.2. Each Party hereto agrees to indemnify and hold harmless the other Party, its Directors, officers, agents, employees and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever which result from or arise out of (i) any breach of this Agreement or (ii) the gross negligence, fraud or wilful misconduct that occurs in connection with this Agreement. This indemnification shall survive the termination of this Agreement.

## 17 RELATIONSHIP OF PARTIES

- 17.1. The Parties are independent contractors and not partners, joint ventures or otherwise affiliated and neither has any right or authority to bind the other in any way.
- 17.2. The Introducer must not do or say anything that will or is likely to damage or diminish the Firm's business reputation or brand names. This clause shall survive the expiry or termination of this Agreement.
- 17.3. The Firm is interested only in the results to be achieved through the performance of the services by the Introducer and the conduct and control of

such performance shall lie solely with the Introducer.

- 17.4. The Firm may, at its sole discretion, carry out regular investigations to monitor the validity of this Agreement.

## 18 RECORDS AND OTHER MATERIAL

- 18.1. All records, files, memoranda, reports, customer lists, programs, and any other similar records or documents relating to this Agreement (including without limitation those which may have been used or prepared by the Introducer, whether or not part of the Confidential Information), remain the sole property of the Firm and remain at all times, both during and after the term of this Agreement or other affiliation with the Firm, in the control of the Firm.

## 19 NON-EXCLUSIVITY

- 19.1. The Introducer agrees and understands that the engagement contemplated by this Agreement is not an exclusive arrangement and that both the Firm and the Introducer may engage one or more Introducers/Firms to identify/introduce potential clients.

## 20 ASSIGNMENT

- 20.1. The Introducer shall not assign any of their rights under this Agreement or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Firm and any attempt by the Introducer to assign, transfer or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

## 21 THIRD PARTY RIGHTS

- 21.1. No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## 22 ENTIRE AGREEMENT

- 22.1. This Agreement contains the whole Agreement between the Parties in respect of the subject matter of the Agreement and completely and entirely replaces any prior written or oral agreements, representations or understandings between the Parties relating to that subject matter and the Parties confirm that they have not entered into this Agreement on the basis of any representations or assumptions that are not expressly incorporated in it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

## 23 WAIVER AND SEVERABILITY OF TERMS

- 23.1. The failure of the Firm to exercise or enforce any right or provisions under this Agreement shall not constitute a waiver of such right or provision.
- 23.2. If any part of this Agreement is or becomes unenforceable, it may be severed and will not invalidate the remainder of this Agreement.

## 24 LITIGATION

- 24.1. The Referral Party is not party to (1) any pending or threatened litigation or regulatory audits, as a defendant involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance, (ii) any claims by Applicants, (iii) any consent orders or cease and desist order, or (iv) any negative investor or regulatory finding through audits or examinations.

## 25 DISPUTE RESOLUTION

- 25.1. Disputes or differences arising between the Introducer and the Firm in relation to this Agreement must preferably be settled quickly and by negotiation.
- 25.2. The Parties hereby agree to determine any unresolved disputes by way of amicable agreement between the Introducer and an employee of a senior management level of the Firm.
- 25.3. If the Parties cannot resolve such dispute within thirty (30) days of when the dispute is first raised



by either or both the Parties, the Parties agree that the dispute should be referred to an external consultant or advisor who specializes in the resolution of the dispute. Any decision made by the external consultant or advisor shall be final and binding on the Parties.

25.4. All costs, charges and expenses incurred as a result of the Parties' use of the external consultant or advisor shall be borne by the Parties equally.

25.5. The Parties agree to adhere to the procedures set out in this Clause before enforcing any other rights permitted by law in the resolution of any disputes under this Agreement.

## 26 GOVERNING LAW & JURISDICTION

26.1. This Agreement shall be governed by and construed in accordance with the laws of St. Vincent and the Introdncer irrevocably consents to the exclusive jurisdiction and venue of the courts of SVG without regard to principles of conflicts of law. This choice of law and venue is made to ensure uniform procedure and interpretations for the nature of the business despite where the software may be used and located.

26.2. The prevailing Party, as determined by a Judge, Mediator or Arbitrator, as applicable, shall be entitled to receive all costs and fees incurred as a result of said dispute, including, but not limited to, reasonable attorney fees and through and including all appeals, if any.

## 27 NOTICES

27.1. Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to that Party at its registered office or such other address that the Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail.

27.2. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 28 INTERPRETATION

28.1. In this Agreement unless the context otherwise requires:

28.1.1. Clause and sub-clause headings are for reference purposes only;

28.1.2. Reference to a person includes any other entity recognised by law and vice versa;

28.1.3. Any reference to a Party to this Agreement includes its successors and permitted assigns;

28.1.4. Any reference to any agreement or document includes that agreement or documents as amended at any time;

28.1.5. An agreement, representation or warranty on the part of two or more persons binds them jointly and severally;

28.1.6. An agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally; and

28.1.7. Reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

## Parties Signature

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their duly authorised representatives as of the date first written above.

### AUTHORIZED SIGNATORIES

VIDA MARKETS is incorporated under the laws of St. Vincent (Certificate of Incorporation No.176639). VIDA MARKETS is regulated by the SVG - 270 LLC 2020. The registered office is located at First Floor, First St. Vincent Bank Ltd. Building, James Street, Kingstown, St. Vincent and the Grenadines

**Print Name**

**Signature**

**Date**

## Schedule A - Introducer's Registration Form

### INTRODUCER BROKER – AUTHORIZED SIGNATORY

**Name**

**Email Address**

**Address**

**Phone Number**

**Company Registration Number**



## Schedule B - Scope of Services

Scope of services includes:

1. Identify suitable and prospective referrals.
2. The Introducer may provide any customer or person with factual information about the following:
  - a. The financial services and or other services provided by VIDA MARKETS; including explaining the key features, risks and benefits of the VIDA MARKETS platform;
  - b. Any current marketing or promotional material, documents or information about VIDA MARKETS that has been issued by VIDA MARKETS and not withdrawn;
  - c. Details about how to contact VIDA MARKETS, including referral to the VIDA MARKETS website and account opening form;
  - d. How to complete the VIDA MARKETS application form and information relating to Know Your Customer (“KYC”) document requirements;
  - e. Disseminating VIDA MARKETS news, announcements or current promotions.

## Schedule C – Commission & Payment

### 1. Services

- a. Subject to the term of this Agreement and upon the relevant Referred Client committed to the Firm.

VIDA MARKETS will facilitate a payment from the client to the Introducer in the form of rebate payments for products executed in Customer Accounts. For clients trading on the VIDA MARKETS spread, the Introducer will receive a rebate/commission per lot on the round turn for clients introduced by the Introducer.

The rebate/commission will be stated in the table below:

Product	Rebate/Commission
Forex	
Gold (XAUUSD)	
Silver (XAGUSD)	
Cryptocurrency	
Oil	
Indices	

The rebate will be calculated in USD and can be paid to the IB as and when requested. Rebates under \$50 will not be paid, and rebates will only be paid upon request from the IB.