

## INTRODUCING BROKER AGREEMENT

This agreement is made between:

- (1) **IQOPTION LLC** with company number 24840 IBC 2018 and having its registered address at Hinds Building, Kingstown, St. Vincent and the Grenadines (hereinafter referred to as “**IQOption**”); and
- (2) Any person being either a natural person or a legal entity, who wishes to refer Clients to IQOption and has entered into the Agreement and has successfully open an IB Account (as defined below) (hereinafter referred to as the “**Introducing Broker**”),

Collectively hereinafter referred to as the “**Parties**” or individually a “**Party**”.

The Parties agree that the place of conclusion of this Agreement is the place of registration of IQOption, namely St. Vincent and the Grenadines.

### WHEREAS

This Agreement sets forth the terms and conditions of the relationship between IQOption and the Introducing Broker, who will introduce Clients to IQOption, in return for commission in accordance to the terms and conditions set forth in the Agreement.

**NOW THEREFORE for mutual, good and valuable consideration, acknowledged and received, the Parties hereby agree as follows:**

#### 1. Interpretation

1.1 The terms which will govern the relationship between IQOption and the Introducing Broker include:

- (a) The Registration Form;
- (b) This agreement;
- (c) The Privacy Policy; and
- (d) Other specific terms and conditions relating to the trading activity as provided on the Platform (as defined below),

Collectively the “Agreement”.

1.2 The following definitions and rules of interpretation apply in this Agreement:

1.2.1 **Active Trader:** means a Client who had made more than twenty (20) real balance trades (not in the demo account) within two (2) last weeks. Provided

that if the Client has made twenty (20) trades within a single day such activity is not recognized as an Active Trader.

- 1.2.2 **Client:** means a client of IQOption, as defined in the terms and conditions, provided on the Platform, who is introduced by the Introducing Broker.
- 1.2.3 **Commission:** has the meaning given to it in clause 5.
- 1.2.4 **Connected Person:** any person associated (either directly and/or indirectly with the Introducing Broker) including any member of the Introducing Broker's family, any legal person (of any form or manner) whether incorporated or not, whether directly or indirectly controlled, controlling or under common control with the Introducing Broker. If any such person has been registered by the Introducing Broker under the Agreement, the Introducing Broker agrees and accepts that the Introducing Broker shall not be eligible to receive any Payment.
- 1.2.5 **Data Protection Legislation:** the applicable local legislation with regards to the protection of personal data and any other directly applicable regulation relating to privacy (**DPA**).
- 1.2.6 **Introduction:** has the meaning given in clause 3. **Introduce, Introduces, and Introduced** shall be interpreted accordingly.
- 1.2.7 **KYC Documents:** means the documents specified in Schedule II and which must be provided by the Introducing Broker in order to register for the IB Account.
- 1.2.8 **Marketing Guidelines:** means the marketing guidelines issued by IQOption and found in Schedule I .
- 1.2.9 **Marketing Material:** means all advertising, marketing and promotional elements and material including, but not limited to, multimedia images, video banners, graphics, text, data, creative material, tags, videos, logos, links, statements, information, circulars or other objects (i) originated by, or transmitted from, the IQOption to the Introducing Broker, or integrated into the Platform or made available through the Introducing Broker Account and/or (ii) developed by the Introducing Broker on in accordance to the Marketing Guidelines and following approval by IQOption, as applicable, in order to promote IQOption's products and services.
- 1.2.10 **Personal data, or personal information means** any information about an individual from which that person can be identified. It does not include data where the identity has been removed (known as "**anonymous data**").
- 1.2.11 **Payment:** means any fees/Commission owed by IQOption to the Introducing Broker under the Agreement.
- 1.2.12 **Platform:** means the electronic trading facility offered by IQOption and/or its affiliated entities through which a Client may send information including prices, orders, bids, offers and executions for the purpose of trading with or through IQOption or its affiliated entities.

- 1.2.13 **Registration Form:** means the form that needs to be filled out by the Introducing Broker in order to register an introducing broker's account with IQOption.
- 1.2.14 **Restrictive Person:** means citizens of Iran, North Korea, Burkina Faso, Dominican Republic, residence of the European Economic Area "EEA" and of the territories of the USA a person who distributes the information about the services (including the Marketing Materials) of IQOption to the residence of Australia, Belgium, Canada, Iran, Israel, Japan, North Korea, Palestine, Russia, Syria, United Kingdom, the EEA or of the territories of the USA.
- 1.3 **Person.** A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 **Schedules.** The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 **Amendments to statutes.** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 **Subordinate legislation.** A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 **Writing.** A reference to **writing** or **written** includes fax and email.
- 1.8 **"Including".** Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 **Clauses and schedules.** References to clauses and Schedules are to the clauses and Schedules of this Agreement; references to paragraphs are to paragraphs of the relevant Schedule.
- 1.10 Unless the context otherwise requires, words in the **singular** shall include the **plural** and in the plural shall include the singular.
- 1.11 Unless the context otherwise requires, a reference to one **gender** shall include a reference to the other genders.

## **2. Engagement.**

- 2.1 This Agreement shall come into effect the date on which all of the following conditions are met (the “**Date**”):
- (a) The submission to IQOption by the Introducing Broker of the fully completed Registration Form;
  - (b) The acceptance by the Introducing Broker of the terms and conditions set out in this Agreement;
  - (c) The provision by the Introducing Broker to IQOption of the KYC Documents;
  - (d) The successful activation of the account with IQOption in the Introducing Broker’s name (the “**IB Account**”).

For the avoidance of doubt, it is in IQOption’s absolute discretion to determine whether any application for registration for an IB Account shall be approved or rejected for any or no reason.

## **3. Introductions.**

- 3.1 With effect from the Date, IQOption appoints the Introducing Broker to distribute information about the services (including the Marketing Materials) of IQOption and identify Clients, who fully meet the qualifications and suitability standards of IQOption and to make introductions of such persons to IQOption (the “**Introductions**”) and IQOption, in exchange for the Introductions, undertakes to pay Commission to the Introducing Broker subject to the terms and conditions of this Agreement.
- 3.2 The Introducing Broker shall, when making Introductions, fully comply with the terms and conditions of this Agreement.

## **4. Obligations and Rights of the Introducing Broker.**

- 4.1 In consideration for the engagement of the Introducing Broker by IQOption, the Introducing Broker confirms and undertakes the following:
- (a) **Good faith.** The Introducing Broker shall serve IQOption and/or IQOption’s affiliated entities’ websites and Platform faithfully and diligently. The Introducing Broker shall fairly and accurately describe IQOption’s business and profile according to the information provided by IQOption and not to allow its interests to conflict with its duties under this Agreement.
  - (b) **Ethics.** The Introducing Broker shall maintain ethical practices, high standard of business, and conduct its business at all times in such a manner so as to reflect favourably on IQOption. The Introducing Broker irrevocably confirms, covenants, represents and warrants that there are no actions or proceedings pending against the Introducing Broker or any

of its officers or directors (if applicable), before any Court, administrative agency and/or other tribunal and that no director, officer, key employee or members of the Introducing Broker's senior management has a criminal record or criminal prosecution and/or any investigation pending.

- (c) Rights and obligations.** The Introducing Broker is obligated to comply with the laws of his/her/its country of residence (country in which the Introducing Broker is located) and of the country in which events for client acquisition are held. The Introducing Broker irrevocably confirms, covenants, represents and warrants that he/she/it has obtained all applicable approvals, authorizations, qualifications and/or certificates under any applicable regulatory requirements it is subject to in order to provide make Introductions and he/she/it has successfully obtained all authorizations and completed all registrations, qualifications and/or requirements of all jurisdictions and regulatory bodies to the extent that such authorisations, registrations, qualifications and/or other requirements are applicable to it and shall maintain them as such and be in strict compliance thereof during the term of the Agreement. The Introducing Broker hereby guarantees that their actions in accordance with this Agreement do not violate laws, legal acts and other rules and regulations, applicable to the Introducing Broker or within the jurisdiction of the Introducing Broker.
- (d) Restrictions.** The Introducing Broker acknowledges and agrees that the Agreement cannot be concluded with a Restrictive Person. In the event that IQOption identifies that the person, who has concluded this Agreement as an Introducing Broker, falls into the definition of the Restricted Person mentioned, IQOption has the right to terminate this Agreement immediately without any obligations of paying any fees (including but not limited to the fees for already provided services) and/or damages to the Introducing Broker. The Agreement shall be considered as having been terminated from the moment of receiving the notification from IQOption.
- (e) Compliance with instructions.** The Introducing Broker shall comply with all reasonable and lawful instructions or directions given by IQOption and provide its services to the Clients in accordance with the terms and conditions of the Agreement and the Marketing Guidelines as provided to the Introducing Broker by IQOption from time to time.
- (f) Due diligence.** The Introducing Broker shall keep true and accurate records of all legal documents, diligence reports or any other information that may arise in the course of business with IQOption and provide IQOption with copies thereof upon requests. The Introducing Broker guarantees that all KYC Documents provided to IQOption are true, accurate and up to date and shall immediately inform IQOption in the event of any changes made thereof. The Introducing Broker authorise IQOption to inspect or conduct any due diligence it may require from time to time, without any limitation or means of investigation.

- (g) **Complains.** The Introducing Broker shall notify in writing upon receipt of any Client complaints or pending or threatened action raised against IQOption in connection with any alleged errors, corrections, or any other matter on any Client account.
- (h) **Safety.** The Introducing Broker is responsible for the safety of their passwords and payment information. The Introducing Broker shall implement all necessary measures and take all necessary steps in order to ensure that all information, including without limitation to any access codes, transaction activities and any other information made available to it via the IB Account or by IQOption, remain confidential at all times. The Introducing Broker hereby acknowledges that IQOption has no responsibility in case of unauthorized access to the IB Account by any third party or otherwise. The Introducing Broker shall notify immediately IQOption in the event of such unauthorized use.

#### 4.2 **Limited scope of authority.**

- (a) **No authority to bind.** The Introducing Broker shall have no authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind IQOption in any way, and shall not do any act which might reasonably create the impression that the Introducing Broker is so authorised. The Introducing Broker is strictly not authorised to act as an agent, appointed representative or as any authority of IQOption. For the avoidance of doubt, the Introducing Broker will not may any recommendation, give advice, accept any commitment or guarantee or accept any responsibility on any matter whatsoever for or on behalf of IQOption.
- (b) **No authority to contract or negotiate.** The Introducing Broker shall not make or enter into any contracts or commitments or incur any liability for or on behalf of IQOption, including for the provision of the services of IQOption, and shall not negotiate any terms for the provision of the services of IQOption with the Clients.

#### 4.3 **Obligation to disclose limits on authority.** The Introducing Broker must disclose to each Client that it is an introduction agent of IQOption and that it has no authority or ability to negotiate or vary the services or the terms of the services or enter into any contract on behalf of IQOption.

#### 4.4 **Marketing material.** IQOption hereby grants to the Introducing Broker and the Introducing Broker hereby accepts from IQOption a non-exclusive, personal, non-transferable, non-assignable, and non-sub-licensable right to display, use and disseminate the Marketing Material and/or any other material that may be approved by IQOption from time to time, for the sole purpose of the services of IQOption, in accordance with the terms and conditions of the Agreement. The Introducing Broker, under no circumstances, shall use the IQOption's name, logo or trade-marks or Marketing Material without the prior written consent of IQOption. The Introducing Broker will not advertise or

circulate to Clients or any other person any written information concerning IQOption without the prior written approval of IQOption. In the event that IQOption identifies and/or has reasonable grounds to believe that the Introducing Broker has made use of aggressive marketing in breach of the Marketing Guidelines, IQOption shall have the right to terminate the Agreement, close the IB Account without notice and without any liability.

4.5 The Introducing Broker hereby irrevocably agrees, undertakes and acknowledges that he/she/it will:

- (a)** Provide colored scanned copies of the KYC Documents. Provided that in case of non-provision of these documents, IQOption also reserves the right to suspend Payments to the Introducing Broker until provision of necessary documents.
- (b)** Notify IQOption of any changes to their personal and/or financial information and/or KYC Documents by sending an email to [Ib@iqoption.com](mailto:Ib@iqoption.com).
- (c)** Provide true and accurate data.
- (d)** Provide exclusively true, accurate, clear and up to date information on his websites and in marketing advertisements/publications and other sources.
- (e)** Clearly identify his website/blog for the visitor as an unofficial website of the IQOption. This is to be clearly indicated on the first screen of the home page in a font that is not smaller than the main font of the page.
- (f)** Use only the promotional materials provided in the personal account of the introducing broker program for marketing purposes; regularly update them or replace with up to date ones upon request of representatives of the Introducing Brokers program.
- (g)** Use a warning about risks in case of describing potential profit to the Client. A risk warning should be in bold, not obscured by its colour or tried to be hidden among pictures – a risk warning should be clearly legible to all Clients and draw the reader's eye to it. Moreover, a risk warning should be located not lower than legal/contact information.
- (h)** Equally describe advantages and drawbacks of the financial instrument.
- (i)** Not give guarantees or make promises on behalf of IQOption.
- (j)** In case of comparison with another service/broker to use only true information and indicate reliable sources.
- (k)** In case of demonstration of the behavior of one of the assets and trading with it, indicate the precise time of such behavior and clearly define that the information belongs to the past and may not bring the same results in present or future.
- (l)** In case of using any information for forecasting future behaviour of financial instruments based exclusively on verified information and warn

users about the fact that such forecasts are not a reliable indicator and not a guarantee of profit.

- (m) To comply with the regulations of the respective representative of IQOption in relation to the content of Marketing Materials and information.
- (n) Free IQOption of the responsibility and/or sanctions applicable to IQOption in relation to the failure of the Introducing Broker to fulfil his tax obligations.
- (o) Not use any tactics that would encourage a Client to deposit or trade more than they plan to deposit or trade once the account is opened, in cases when the Introducing Broker has contact with Clients before opening an account. Any identification by IQOption of the use of aggressive marketing by the Introducing Broker may provide cause for the closure of that IB Account.

4.6 **Proprietary property.** The Introducing Broker irrevocably agrees, undertakes and acknowledges that:

- (a) The Marketing Material remains at all times the property of IQOption;
- (b) The Agreement does not confer any right of ownership in the Marketing Material and/or the Platform and/or any of IQOption's brands and/or domain names and all use therefore by the Introducing Broker shall inure to the benefit of IQOption;
- (c) It shall not now, or in the future, attempt to register or procure the registration of any IQOption brand and/or the Platform and/or domain name and/or contest the validity of IQOption's brands or use any term or mark confusingly similar to any of IQOption's brands; and
- (d) Any rights not granted under the Agreement to the Introducing Broker by IQOption (if any) are expressly reserved by IQOption.

Provided that, upon termination of the Agreement by either party, the Introducing Broker will return to IQOption all proprietary property such as equipment, software and printed material.

4.7 **Limits on representations.** The Introducing Broker shall not, without the IQOption's prior written consent, make or give any representations, warranties or other promises concerning the services of IQOption which are not contained in the IQOption's Marketing Material.

4.8 **Consequential introductions.** Where a Client is Introduced by the Introducing Broker and the Client then introduces IQOption to a third party who registers for the provision of services from IQOption, the Introducing Broker shall not, by virtue of such initial Introductions, be deemed to have Introduced the third party to IQOption.

## 5. Payment procedure

5.1 **Commission entitlement.** In consideration for the Introductions, IQOption shall pay, subject at all times to the terms of this Agreement including to the fulfillment of the requirements set out in this clause 5, a Commission to the Introducing Broker in accordance with the terms and conditions of this Agreement. The amount of Commission will be shown on the dashboard in the IB Account.

5.2 Subject to clauses 5.3 and 5.4, the Commission is payable every thirty (30) consecutive days' period (**30-day Period**), the first period to begin on the date of registration of the Introducing Broker and any next one to start at the end of each previous 30-day Period. Payments shall be effected within 14 days from the end of each 30-day Period. The Introducing Broker must meet the following requirements in order to be eligible to receive any Payments:

- (a) the Introducing Broker has to have a verified IB Account with IQOption,
- (b) the Introducing Broker must have no less than five (5) Active Traders over each 30-day Period, and
- (c) the minimum payable Commission amount is \$10 (ten United States Dollars), any lesser amounts cannot and will not qualify as Commission and no Payment shall be made.

5.3 The Commission received by the Introducing Broker depends on the plan he chooses to operate. For the avoidance of doubt, the Introducing Broker will be able to operate both 'spread share' and 'revenue share' Commission plans. In particular, the Introducing Broker will have the respective links to both Commission plans (spread share and revenue share) in the IB Account and will be able to choose which Commission plan they would like to generate Commission from each Client by offering to the Client the respective link, subject to clauses 5.3.1 and 5.3.2 below.

5.3.1 If the Introducing Broker chooses to generate Commission in accordance with the spread-share plan, the applicable Commission shall be calculated as follows:

- (a) the Introducing Broker will be eligible to receive up to forty percent (40%) Commission, depending on the trading instrument, **against the spread** generated by IQOption from the activity of the Clients introduced by the Introducing Broker on the Platform each 30-day Period. In particular, the Introducing Broker will be eligible to receive an eight percent (8%) Commission from the activity of the Clients Introduced by the Introducing Broker on the Platform and who trade

in Options and a Up to forty percent (40%) from the activity of the Clients introduced by the Introducing Broker on the Platform and who trade in any other instruments (other than Options), Provided that, in order for the Introducing Broker to qualify for the applicable Commission, he/she/it must Introduce at least two (2) new Active Traders within each next 30-day Period otherwise the Commission will automatically drop and shall be equal to five percent (5%) per cent the next 30-day Period.

**(b)** Subject to clause 5.3.1 (a), the Commission for the spread -share plan will be calculated based on the below formule:

- (i) Trading in Forex: Long, Short: Profit = [lot size x contract size x (ASK - BID)] x dollar rate x offer%.
- (ii) Trading in CFD & Crypto trading: Long, Short: Profit = [QTY x (ASK - BID)] x dollar rate x offer%.
- (iii) Trading in Options: Long, Short: Profit = (investment \* (1 - probability)) \*offer%.

**5.3.2** If the Introducing Broker chooses to generate Commission in accordance with the revenue share plan, the Introducing Broker will be eligible to receive a forty percent (40%) Commission per thirty (30) consecutive days out of the profits generated by IQOption from the activity of the Client Introduced on the Platform on the said thirty (30) consecutive days. Provided that, in order for the Introducing Broker to qualify for the forty percent (40%) Commission, he/she/it must Introduce at least two (2) new Active Traders within a thirty (30) days otherwise the Commission will drop to five percent (5%) per the said thirty (30) consecutive days. Subject to this, the Commission may exceed the forty percent (40%) per a particular thirty (30) consecutive days period, in circumstances where the Introducing Broker Introduces twenty (20) and more Active Traders within a 30-day Period . If IQOption decides that this is the case, for that particular 30-day Period the Commission, IQOPTION shall apply, upon its discretion, as follows: the Commission shall be equal to forty-five percent (45%) against the Profits (as defined above) for that particular 30-day Period .In order for the Introducing Broker to maintain the increased forty-five percent (45%) Commission rate for the immediate next 30-day Period, the Introducing Broker shall have to Introduce an additional twenty (20) Active Traders within the immediate next 30-day Period otherwise the Commission rates shall be automatically changed into the ones referred to in clause 5.3 (a) above.

**5.4 CONDITIONS FOR PAYMENT OF REDUCED COMMISSION AND/OR NO PAYMENT OF COMMISSION, TO INTRODUCED BROKER:**

(a) if fifty percent (50%) of the Introducing Broker's calculated Commission for any given 30-day Period, is generated from a single Introduced Client, IQOption reserves the right to deny the total Payment amount for that particular 30-day Period. Commissions, shall at all times, be generated from various Clients.

(b) where any one or more of Client(s), Introduced by a particular Introducing Broker, at any time during his/her time as a Client gains back an amount equal to any part or the total deposit made with IQOption, whilst the Introducing Broker already received at any time, a Payment equal to an amount calculated based on a Commission rate applied against a previous Profit of such Client(s), this equal amount shall be either, upon the sole discretion of IQOPTION, automatically deducted from the next Payment payable to the Introducing Broker and/or a lower Commission rate shall be applicable for all future 30-day Periods.

5.5 Without prejudice to the rights of the Parties pursuant to this Agreement, the Parties hereby agree that in circumstances where the Introducing Broker is reasonably deemed suspicious in any way by IQOption, in IQOption's sole discretion, IQOption may in its absolute discretion delay Payment of the Commission to the Introducing Broker for up to one hundred and eighty (180) days in order to look into and verify the suspicious activity.

5.6 For the avoidance of doubt it is hereby stated that IQOption reserves the right, at its sole discretion, by providing a forty-eight (48) hours prior notice, to change, modify, add or remove, at any time, any criteria applying to any Payment and/or Commission percentage including without limitation, setting any baseline, threshold, minimum deposits/earning and/or other requirements for qualifying into any of the Commission set forth herein.

5.7 **Due date for payments.** All Payments payable pursuant to this clause shall be due to the Introducing Broker twice a month as follows:

(a) For the first half of the month – within three (3) working days after the 15<sup>th</sup> of each month.

(b) For the second half of the month – within the first three (3) workdays of the next month.

5.8 **Currency of Commission.** Payments shall be payable to the Introducing Broker in USD, excluding bank transfers which are conducted in EUR, as well as certain other local payment systems.

5.9 **Taxes.** The Introducing Broker is responsible for the payment of taxes that he/she/it is subject to in the state of his/hers/its tax residency. The Introducing Broker undertakes to free IQOption of any responsibility and/or sanctions applicable to IQOption in relation to the failure of the Introducing Broker to fulfil his/hers/its tax obligations.

## **6. Obligations and Rights of IQOption**

6.1 **Good faith.** IQOption must at all material times act in good faith towards the Introducing Broker.

6.2 **Provision of information.** IQOption shall provide the Introducing Broker at all material times with the information the Introducing Broker reasonably requires to perform its duties.

6.3 **Notices of suspension or cessation of Services.** IQOption shall inform the Introducing Broker immediately if IQOption suspends or ceases to perform its services.

6.4 **Payment of expenses.** IQOption shall not be responsible for any expenses incurred by the Introducing Broker unless such expenses have been agreed by IQOption in writing, in advance.

6.5 IQOption shall have the sole and absolute discretion in connection to the:

- (a) follow up any Introductions made by the Introducing Broker; or
- (b) approval and/or rejection/ refusal of the opening of any Client's account Introduced by the Introducing Broker; or
- (c) registration and/or trading of any Client, Introduced by the Introducing Broker, with IQOption.

Provided that IQOption reserves the right to withhold a Client's account verification without explanation.

6.6 If IQOption has reasonable grounds to believe that the Client is using a third party software, In such circumstances, IQOption reserves the right to de-attach the Client from the Introducing Broker's IB Account and/or deduct any Commission amount which corresponds to such profit gain made by the said Client, out of the Introducing Broker's Commission and/or the next Payment. IQOption also reserves the right to close the Introducing Broker's IB Account and terminate this Agreement immediately and without further notice.

6.7 The Introducing Broker acknowledges and agrees that no Commission shall be calculated as part of a Payment to the Introducing Broker, in connection with any profits of a Client that uses trading scalping.

6.8 IQOption reserves the right in its absolute discretion to de-attach from the Introducing Broker's IB Account, any Client accounts that do not generate

profit but only trading volumes,. Only Profits of Active Traders, can be part of the calculation of Commissions, not volumes.

- 6.9 IQOption bears no responsibility for the activity or inactivity of the Introducing Broker.
- 6.10 IQOption bears no responsibility for a failure to fulfill its obligations due to disruption of communication lines, technical problems of the Internet service provider and/or other technical problems.
- 6.11 In the event that IQOption determines that the Introducing Broker is in breach of the Marketing Guidelines, IQOption shall have the right to recalculate or withhold any, Payment and/or terminate with immediate effect the Agreement, at its absolute discretion without prejudice to any other right and/or remedy available to IQOption.
- 6.12 Notwithstanding any other provision of the Agreement, in the event that any activity in the IB Account, or in any account which appears to be controlled or managed by the Introducing Broker is reasonably deemed suspicious in any way by IQOption in its sole discretion, IQOption reserves the right to take legal action against the Introducing Broker in the event that it shall attempt to manipulate in any way IQOption and/or the Platform and/or abuse in any way the services of IQOption and/or the Agreement.
- 6.13 Further to the clause 6.9 above, IQOption shall have the right to recalculate or withhold any Payment, Commission or Fee and/or terminate with immediate effect the Agreement at its absolute discretion without prejudice to any other right and/or remedy available to IQOption.
- 6.14 In the event that IQOption has reasonable grounds to believe that the Introducing Broker is in breach of paragraph 9 of the Marketing Guidelines:
  - i. for the first time, the Introducing Broker, further to being notified by IQOption, shall remove/change any Keyword immediately and not later than sixty (60) minutes from notification and any Client registered during the three (3) days preceding the day of notification shall not be taken into consideration for the purposes of calculating the Commission accrued.
  - ii. for the second time, the Introducing Broker, further to being notified by IQOption, shall remove/change any such Keyword immediately and not later than 60 minutes from notification and any Client registered during the seven (7) days preceding the day of notification shall not be taken into consideration for the purposes of calculating the Commission accrued.
  - iii. for the third time, IQOption reserves the right without notification, to (a) fully or partially cancel the provision of any services under the Agreement within 48 hours from the receipt of IQOption's request

and refuse to make Payment, and/or (b) immediately terminate the Agreement without liability and refuse to make any related Payment for all or part of the Commission accrued, without prejudice to any rights and/or remedies available in any way to IQOption.

## **7. Confidentiality**

7.1 **Obligations of confidentiality.** Each party undertakes that it shall not at any time during this Agreement, and after termination of this Agreement disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party [or of any member of the group of companies to which the other party belongs], except as permitted by clause 7.2.

7.2 **Confidentiality exceptions.** Each Party may disclose the other Party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 7; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 **Limited use of confidential information.** No Party shall use any other Party's confidential information for any purpose other than to perform its obligations under this Agreement.

7.4 **Return of documents and records.** All documents and other records (in whatever form) containing confidential information supplied to or acquired by the Introducer from the Supplier shall be returned promptly to the Supplier on termination of this agreement, and no copies shall be kept, whether digitally or otherwise.

## **8. Personal data.**

8.1 Each party shall, at its own expense, ensure that it complies with and provides any assistance that may be required to the other Party to comply with the requirements of Data Protection Legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, (i) the DPA and (ii) any national implementing laws, regulations and secondary legislation.

8.2 IQOption, by means of attraction of another legal entity, collects and processes personal data in connection to any natural person connected with the

Introducing Broker, solely for the purposes of enforcing the Agreement and complying with its obligations arising under the Agreement and the requirements of applicable laws and/or regulations. The Introducing Broker hereby irrevocably represents and warrants, and IQOption hereby relies on such representations and warranties, that the consent of any natural person (directors, ultimate beneficial owners, shareholders and/or authorized signatories of an Introducing Broker being a legal entity) of whose personal data has been submitted to IQOption, has been freely provided and that any such natural person is well informed and consents to the disclosure provisions of clause 8.3 of the Agreement.

- 8.3 IQOption has the right, without prior notice to the Introducing Broker, to disclose and/or consent to the disclosure of personal data, any data connected to confidential information and/or details of the transactions of the Introducing Broker (i) in order to comply with the requirements of the regulatory authorities of the St. Vincent and the Grenadines (including but without limitation to any disclosures required to be made to the St. Vincent and the Grenadines Financial Service Authority for any breach of the Agreement and/or of applicable laws, on the part of the Introducing Broker and/or to any publications to be made on public websites in connection thereto), and/or (ii) to its auditors/consultants, companies belonging to the group of companies IQOption belongs to, IQOption's affiliated companies, and/or to any other company which may be directly or indirectly controlled by IQOption, for the purpose of facilitating the performance of the Agreement, provided that they are informed and committed to the confidentiality of the information communicated. All of the Introducing Broker's personal data shall be processed in strict accordance with the provisions of the DPA.
- 8.4 IQOption will handle all personal data provided under the Agreement, according to the relevant laws and regulations for the protection of personal data, including the DPA, as this may be amended from time to time.
- 8.5 The Introducing Broker acknowledges and accepts that it/she/he has read and accepted the Privacy Policy provided by IQOption as well as all other policies which can be found in IQOption's website. For the purposes of this clause the term 'Client' in the Privacy Policy shall be read to include the term Introducing Broker. The aforesaid policies may be amended from time to time. In such case IQOption shall notify the Introducing Broker accordingly.
- 8.6 Each Party shall indemnify the other against all claims and proceedings and all liability, loss, costs and expenses incurred by the other as a result of any claim made or brought by a data subject or other legal person in respect of any loss, damage or distress caused to them as a result of any breach by the other Party of the Data Protection Legislation by that Party, its employees or agents, provided that the indemnified Party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage,

defend and/or settle it. The liability of the indemnifyints set out in clause 10.g Party under this clause shall be subject to the limi

## **9. Compliance**

- 9.1 **Compliance.** Each Party shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

## **10. Limitation of liability**

**IQOPTION SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES TO THE INTRODUCING BROKER OR ANY PERSON (INCLUDING WITHOUT LIMITATION, ANY PAYMENT FOR LOST REVENUES, LOST DATA, LOST PROFITS OR LOSS OF GOODWILL), WHETHER FORESEEABLE OR NOT, FOR ANY CAUSE WHATSOEVER WHETHER OR NOT CAUSED BY IQOPTION'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EVEN IF IQOPTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. UNDER NO FORECASTS BY IQOPTION BE BINDING AS COMMITMENTS OR PROMISES BY IQOPTION AND/OR GIVE RISE TO ANY LIABILITY.**

## **11. Indemnity**

- 11.1 With the acceptance of this Agreement, the Introducing Broker shall, to the fullest extent permitted by applicable legislation, indemnify and hold harmless IQOption, its officers, directors, employees, advisors, consultants or other partners for any direct, indirect, punitive, incidental, special, consequential damages or any damages, including but not limited to, damages for loss of use, data or profits, based on contract, tort, negligence or strict liability or other loss that may arise in relation to the Agreement.
- 11.2 In the event of any claim against IQOption, in relation to or in connection with the Agreement, IQOption reserves the right, at its sole discretion, to withhold wholly or partly any amount from the Commission, Fees and/or Payment owed to the Introducing Broker under the Agreement, and such amount shall not be rendered payable, in order to offset any costs, suspected or anticipated costs associated with any potential or pending regulatory or legal actions.
- 11.3 In the event that any court or tribunal of competent jurisdiction, finds that IQOption is liable vis-à-vis the Introducing Broker, then the Introducing Broker agrees that any potential liability of IQOption towards Introducing Broker, shall be limited to one (1) month's Commission (calculated as the average monthly Commission earned by the Introducing Broker over the previous three (3) months) during any twelve (12) month period. This limitation applies despite

the amount of injuries caused by and the number of separate occurrences of liability during any twelve (12) month period.

- 11.4 The Introducing Broker shall indemnify, defend and hold harmless IQOption, its affiliated entities, and their respective employees, directors, officers and agents, from any and all liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) due to, arising from, or in connection with any claims, suit, judgment or proceeding, alleging (i) facts that would constitute a breach by the Introducing Broker of the Agreement; (ii) any wrongful conduct committed by the Introducing Broker pursuant to or in performance of the Agreement; and/or (iii) that the Introducing Broker violates any Marketing Guidelines.

## **12. Termination**

- 12.1 **Termination on notice.** Without affecting any other right or remedy available to it, either Party may terminate this Agreement at any time, after providing the other Party with a forty-eight (48) working hour written notice (via email).
- 12.2 Notwithstanding any other provision of the Agreement, IQOption reserves the right at its sole discretion, to immediately terminate the Agreement without prejudice to any other legal and/or equitable rights available to IQOption, in the event that:
- (a) IQOption has reasonable suspicion to believe and/or in case of detection of violation of rules and/or guidelines specified by this Agreement, as well as in case of any indications of fraud when conducting financial transactions after the Client has made a deposit, IQOption at its absolute discretion without prejudice to any other right and/or remedy available to IQOption reserves the right to cancel such transaction and suspend the flow of funds on the Introducing Broker's account;
  - (b) The Introducing Broker, for any reason, fails to act, in the sole opinion of IQOption in good faith and/or for any other reason, which in the sole opinion of IQOption merits such termination;
  - (c) IQOption has reasonable grounds to believe that the Introducing Broker or the Introducing Broker's affiliate, attempts to or breaches a term and/or condition and/or warranty of the Agreement;
  - (d) IQOption has reasonable grounds to believe that the Introducing Broker or the Introducing Broker's affiliate breaches any regulation, rule and/or law of any competent jurisdiction;
  - (e) The Introducing Broker has an application, order, resolution or other announcement issued against it relating to a voluntary or involuntary liquidation, or insolvency or bankruptcy proceedings;



other information relating to the services of IQOption and any other services under the Agreement;

- (i) Subject to IQOption's sole discretion and/or decision, in some cases IQOption can pay the Introducing Broker's profit even after unilateral termination of this Agreement.

12.6 Notwithstanding any other provisions of the Agreement, if IQOption determines that the Introducing Broker is involved, directly or indirectly in any fraudulent, deceptive, manipulative or otherwise illegal activity connected in any way with this Agreement and/or IQOption, including without limitation to IQOption's website, Platform, sub-affiliates and/or referred affiliates, IQOption shall have the right, in addition to any other right or remedy available to it, to terminate the Agreement with immediate effect or with a forty-eight (48) hours notice (via email), without liability. In the event that the Introducing Broker, by any reason, fails to stop Introductions within the said time period, such Introductions shall not be paid commencing from the date of the email notification.

### **13. Consequences of termination**

13.1 **Accrued rights.** Termination of the 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.

### **14. No partnership or agency**

14.1 **No partnership or agency between the parties.** Nothing in the Agreement is intended to, or shall be deemed to establish any partnership or joint venture or an employer- employee relationship between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. The Introducing Broker may only operate and act in relation with third party as a client of IQOption, servicing as an Introducing Broker and not in any other capacity.

14.2 **No agency on behalf of third party.** Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

### **15. Entire agreement**

15.1 **Entire agreement.** The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 15.2 **No reliance on matters outside Agreement.** Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 15.3 **Misrepresentation and misstatement.** Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 15.4 **Fraud.** Nothing in this clause shall limit or exclude any liability for fraud.
- 15.5 **Force Majeure.** Neither Party will be liable for delays or failures of performance caused by occurrences beyond their reasonable control including, but not limited to, acts of God or the public enemy, compliance with any order or request of any government authority, fires, floods, riots, accidents, explosions, embargos, strikes or other concerted acts of labor, material shortages, transportation interruptions, national emergencies, acts of terrorism or war, or Internet or communication failure, or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of IQOption or the Introducing Broker, respectively.
16. **Variation.** IQOption has the right to change, add, rename or leave unchanged any section, paragraphs and subparagraphs of this Agreement without prior notice to the Introducing Broker about such changes. In case of violation of any of the Introducing Broker's obligation in accordance with this Agreement, as well as if IQOption makes a decision on the inexpediency of continuing a further cooperation with the Introducing Broker according to the Agreement, IQOption has the right to terminate the Agreement and to notify the Introducing Broker immediately about it in any way without compensation of losses and without making any payments, including payments for distributing information about IQOption.
17. **Assignment and other dealings**
- 17.1 IQOption may at any time assign, subcontract, delegate, sub-license or deal in any other manner in whole or in part the Agreement or any of its rights or obligations hereunder determined.
- 17.2 The Introducing Broker shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement, without the prior written consent of IQOption.
18. **Waiver**
- All waivers hereunder shall be in writing. A waiver of any default hereunder, or any of the terms and conditions of the Agreement, shall not be deemed to be a

continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.

**19. Third party rights**

No one other than a party to this Agreement shall have any right to enforce any of its terms.

**20. Notices**

Any notices under the Agreement shall be sent in writing to the email addresses designated by the Parties from time to time during the term of the Agreement. Any notice and/or documents, will be deemed to have been received on the same business day if sent by during normal business hours of the recipient and if not sent during normal business hours, on the recipient's next business day

**21. Complaints**

21.1 Any complaints under the Agreement shall be forwarded to [ib@iqoption.com](mailto:ib@iqoption.com) and/or as designated by IQOption from time to time.

21.2 IQOption shall acknowledge notice of your claim within five (5) working days and shall provide you with a formal response within sixty (60) days.

**22. Governing law**

The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of St. Vincent and the Grenadines.

**23. Jurisdiction**

Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the laws of arbitration of St. Vincent and the Grenadines, as amended from time to time, and the provisions of which are deemed to be incorporated herein by reference. The decision of St. Vincent and the Grenadines arbitration shall be binding upon both parties. If the parties fail to agree on the appointment of an arbitrator within 7 clear days, then the competent authority of St. Vincent and the Grenadines shall appoint the arbitrator.

- a) The number of arbitrators shall be one.
- b) The seat, or legal place of arbitration shall be the City of Kingstown.
- c) The language to be used in the arbitral proceedings shall be English.

## SCHEDULE I

### MARKETING GUIDELINES

All of the promotional materials must be fair, not misleading, clear, and comply with these marketing guidelines (the “Marketing Guidelines”).

1. The products offered by IQOption including but not limited to Option Contracts (Binary Options and Digital Options) and Contracts for Differences (CFDs on stocks, commodities, ETFs, Indices, cryptocurrencies and currency pairs) are complex products and are not suitable for everyone. The Introducing Broker must ensure that its promotional materials do not imply that the Company/Platform’s products are easy to understand/use and accessible to everyone.
2. The Introducing Broker shall not make any unwarranted claims or misleading statements (e.g. implying that trading leads to success, a change in lifestyle, financial freedom and using any visual reference to money (cash, credit cards, notes and coins), as such promotion would not emphasize the high risk involved in trading Option Contracts and CFDs, and would interfere with the integrity of IQOption.
3. The Introducing Broker undertakes the responsibility to act in good faith at all times and must not make any false or misleading statements with respect to IQOption and/or the services provided by IQOption and/or engage in any other practice which may go against the best interest of the Client and may affect adversely the image and credibility of IQOption.
4. When promoting IQOption, the Introducing Broker undertakes to properly inform the Client about the risks of IQOption’s products and services. In this respect, all promotions and invitations to open an account (registration links) must include the relevant risk warning mentioned below. The Introducing Broker shall ensure that the risk warning is clearly readable, visible and of appropriate size.

The following long risk warning can be used in cases where it is visible on each screen of the page:

**General Risk Warning: The financial products offered by IQOption carry a high level of risk and can result in the loss of all your funds. You should never invest money that you cannot afford to lose.**

Or the following short risk warning can be used:

**RISK WARNING: YOUR CAPITAL MIGHT BE AT RISK**

under each link or button to IQOption together with a long risk warning at the end of the page or review.

5. All statements made by the Introducing Broker to the Clients must be true and balanced; therefore, when mentioning potential profits the Introducing broker must always also mention potential losses. The Introducing Broker should not

promise that one can learn trading easily or profitably and must avoid using terms such as “win/make/earn money”, “start your trading career”, or “make an income”, as well as other similar terms.

6. The Introducing Broker shall not refer to a bonus when mentioning IQOption as IQOption does not offer bonuses.
7. All videos must contain the following risk warning that is visible throughout the entire duration of the video: “RISK WARNING: YOUR CAPITAL MIGHT BE AT RISK”.
8. The Introducing Broker’s promotional materials via Channels, webpages, ad campaigns or other sources shall be created in line with the guidelines included herein. IQOption reserves the right to review and request amendments for any marketing communications and/or materials.
9. IQOption LLC is registered in the St. Vincent and the Grenadines, it is not licensed by any regulatory body so at no point should the Introducing Broker indicate the company/Platform are licensed and/or regulated and/or authorized in any way by any regulator and/or competent authority and/or to use the name of any competent authority in such a way that would indicate endorsement or approval by that authority of the products or services of the company/platform. Consequently when needed you should only mention: IQOption LLC is registered/incorporated in the St. Vincent and the Grenadines.
10. The Introducing Broker acknowledges that IQOption may from time to time be required to update and/or amend the Marketing Guidelines and shall have the unilateral right to do so. Consequently, the Introducing Broker is strongly advised to view these amendments from the website and implement the required changes.
11. The Introducing Broker is prohibited at all times from:
  - a. using spam of any kind for attracting Clients;
  - b. using instant direct redirect from its or any domain to the IQOption’s domain;
  - c. buying advertising for brand queries: iq option/iqoption/iqoption.com/iqoption com/iq-option, as well as any derivatives or mistakenly spelled phrases. Besides that, it is prohibited to buy advertising for the word “option” together with the word “iq” in the language of the country of advertising. The easiest way is to exclude "iq option" keywords (please refer to the [negative keywords list](#)) from targeting in your ad campaigns. Please note there is a charging scheme associated with this prohibition. The first detection of the prohibited activity will lead to a removal of all registrations made in the past two weeks and all subsequent days until the ad is deleted, and deduction of the commission credited for these registrations. This applies to all the IB Accounts if they have more than one. After the second violation, IQOption will remove all registrations for the past 30 days and the following days until the ad is deleted,

and deduct the commission credited for these registrations as well as an additional \$1000 from the Introducing Broker's balance. The third detection will result in a lifelong ban and immediate termination of all the Introducing Broker's IB Accounts. Use of the IQOption brand's name is allowed in the advertisement text itself;

- d. using branded queries of other competitor companies for advertising the IQOption brand and comparing it with other brands in ads, or unjustifiably showing other brands in a bad light or any other unauthorized use of any third party copyrights or trademarks.
- e. publishing false information in order to attract more Clients and/or misleading Clients;
- f. purchasing ads for pages that may appear to the user as IQOption pages as well as creating and maintaining these pages. The only way that the Introducing Broker is permitted to work with Facebook, is by keeping a page of the Introducing Broker's own resource that is not similar to the resources of IQOption, and by purchasing advertisements for this resource;
- g. in the case of doorways, using persons' names and brand names of other companies as keywords;
- h. attracting traffic from countries prohibited by IQOption and conduct marketing activity in the prohibited regions. For the avoidance of doubt IQOption accept traffic from all the countries, excluding Australia, Belgium, Canada, Iran, Israel, Japan, North Korea, Palestine, Russia, Syria, United Kingdom, the EEA and the territories of the USA;
- i. provide investment advice, personal recommendations and/or portfolio management to the Clients. When recording a trading session, the Introducing Broker should include a disclaimer *"This content shall not be considered as investment advice."*;
- j. It is prohibited to persuade clients to trade and/or deposit more funds than clients are comfortable with or employing high pressure sales techniques;
- k. using the IQOption brand for any unlawful activities, or having any content on his/her/its website, that is defamatory, violent, pornographic unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights and shall not link to any such material; or violate any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about IQOption; and

1. in the case of doorways, it is forbidden to use persons' names and brand names of other companies as keywords. Unrelated to IQ Option traffic is prohibited. Doorways are accepted with approved pre-landings only.

## SCHEDULE II

### KYC DOCUMENTS

The Introducing Broker should provide the following documents to IQOption in order to be able to submit an application for an IB Account.

The following documents must be send by the Introducing Broker to the following email: [kyc.ib@iqoption.com](mailto:kyc.ib@iqoption.com).

#### **I. Individuals:**

1. A valid identity document (Proof of Identity- “POI”) – a passport, an ID card or a driving licence. For a passport, a facing page view with a photograph of the bearer is required; in the case of using an ID card or a driving licence, both sides of the document are required.
2. A residence verification document (Proof of Address- “POA”) issued within the last three (3) months – a utility bill, bank statement or any government correspondence. POA should contain an address and the full name of the individual.

#### **II. Legal entities:**

1. Certificate of incorporation;
2. Certificate of shareholders;
3. Certificate of directors;
4. A recent certificate of incumbency listing (1, 2 and 3) can be accepted instead of the above;
5. Certificate of good standing (only applicable to corporations established more than twelve (12) months ago);
6. Memorandum and articles of association;
7. POA of a legal entity issued within the last 3 months - this period can be extended to 6 months maximum at the discretion of IQOption; and
8. POI and POA (issued within the last 3 months) for all directors, beneficial owners, shareholders with 10% share or more and authorized signatories of a legal entity.