



IB AGREEMENT

DEFINITIONS

1. INTRODUCTION

- 1.1. This Introducing Broker Agreement ("Agreement") is entered by and between Orix Wealth Ltd (hereinafter called the "Company") and the company or the individual whose name and address appear at the end of this agreement (hereinafter called the "IB"). The Company and the IB shall be sometimes referred to herein as the "Parties".
- 1.2. The Company is an authorized and regulated company by FSRA in Saint Lucia as a license 2024-00121 with the office address Ground floor, the southeby building, Rodney bay, Gros Islet Saint Lucia PO Box 836 Castries Saint Lucia.
- 1.3. This Agreement, as amended from time to time in accordance to the terms and conditions between the Company and the IB, who, acting in accordance with the laws of the jurisdiction of Saint Lucia, which will solicit customers to trade spot foreign exchange (hereinafter "FOREX"), spot precious metals and Contracts for Differences (hereinafter "CFDs"), and who will introduce the said customers to the Company.
- 1.4. IB/Agent is responsible for being fully versed in all available Company forms, documents, procedures, and practices, in order to be an informative and helpful resource for the Introduced clients.
- 1.5. The IB/Agent shall strictly adhere to the Company's code of conduct and ethical standards, making only honest and accurate representations about OTC FOREX/METALS/CFDs and all other products services offered by the Company.

2. INTRODUCING BROKER SERVICES

Orix Wealth Ltd has agreed with the Introducing Broker on a non-exclusive basis to:

- 1.1. Guide clients (provided that Orix Wealth Ltd makes a discretionary decision as to whether or not clients selected by the Introducing Broker are acceptable to Orix Wealth Ltd) to the appropriate information they are looking for in Orix Wealth Ltd website.
- 1.2. Provide support to clients regarding procedures for opening an account with Orix Wealth Ltd, such as providing assistance in uploading the required documents on the platform, using the said platform and/or using the website according to the information provided by the Company.
- 1.3. Comply with the instructions of Orix Wealth Ltd in relation to the services provided by the Introducing Broker.
- 1.4. Not act as an agent or representative of Orix Wealth Ltd nor give advice, make recommendations, acceptance or commitment in the name of or on behalf of Orix Wealth Ltd.
- 1.5. Adhere to the highest standards of business conduct and always do business in a manner that reflects positively on Orix Wealth Ltd and avoid deception, misrepresentation, unethical practices or advertising in relation to Orix Wealth Ltd and its services provided.
- 1.6. At all times, comply with the terms and conditions of this Agreement and the applicable laws and regulations as amended from time to time as well as the laws and regulations of



the countries in which the IB operates.

- 1.7. Provide Orix Wealth Ltd where applicable, with all relevant information in relation to each client.
- 1.8. Authorize Orix Wealth Ltd to undertake such due diligence as may be required at any time, whether onsite or offsite by any means.

3. THE INTRODUCED CLIENT'S RIGHTS

- 1.1. In case of necessity, the Introduced Client may leave his or her IB/Agent and/or move his or her profile and/or trading account(s) under another IB/Agent, The Company shall not interfere with the Introduced Client's decision.
- 1.2. In order to leave the group, the Introduced Client shall send an official request, containing the reason for such a decision, to Company's email address: support@Orixwealth.com
- 1.3. In order to move the profile and/or trading account(s) to another IB/Agent, the Introduced Client shall send a request to Support@Orixwealth.com mentioning trading account(s) numbers, if any, and the new IB/Agent's UID and/or IB account number.
- 1.4. The Company reserves the right to resolve disputed situations between the Introduced Client and the IB/Agent(s).
- 1.5. Orix Wealth isn't responsible for any wrongdoing or arrangement between the IB and their clients, and IB is Solely responsible for those actions.

4. AMENDMENT AND TERMINATION OF AGREEMENT

1.1. Termination by Notice

1.1.1. **Mutual Agreement:** Both parties may agree to terminate the contract by mutual consent.

1.1.2. **Unilateral Termination:** Either party may terminate the agreement by giving prior written notice, usually 10 days in advance.

1.2. Termination for Cause

1.2.1. **Breach of Contract:** If either party fails to fulfill their obligations under the agreement, the non-breaching party may terminate the agreement immediately upon written notice.

1.2.2. **Fraud, Misconduct, or Illegal Activities:** Any act of fraud, misconduct, or illegal activity by either party can lead to immediate termination.

1.2.3. **Violation of Regulatory Requirements:** If either party violates regulatory or legal obligations, the agreement can be terminated immediately.

1.3. Termination upon Insolvency

1.3.1. If either party becomes insolvent, declares bankruptcy, or is unable to meet its financial obligations, the agreement can be terminated immediately.

1.4. Survival of Certain Provisions

1.4.1. Certain obligations, such as confidentiality, indemnity, and non-solicitation, may survive termination for a specified period.

5. COMPENSATION

- 5.1 When requested, the Company may quote a wider Spread for certain Currency Pairs for customers introduced by the IB and the Company will pay to the IB the total of the wider



spread or part thereof, as set out in the Addendum to this Agreement when applicable.

- **5.2** When requested, the Company may charge customers, introduced by the IB, additional commissions and pay these amounts to the IB in accordance with clause 5.4. of this Agreement. The IB agrees that the Company will determine, in its sole discretion, the maximum commission charge allowable on each Transaction. The Company reserves the right to alter or amend its schedule of allowable commissions at any time upon Written Notice to the IB.
- **5.3** In addition to amounts payable in accordance with clauses 5.1 and 5.2, the Company may pay to the IB additional compensation as set out in Addendum to this Agreement.
- **5.4** The Company has the right not to pay to the IB the compensation for Completed Transactions if:
 - **5.4.1** the Company feels that Transactions are being opened and closed just for the benefit of earning compensation for the IB (sometimes called churning).
 - **5.4.2** the Company feels that the Transactions opened or closed by the IB are not in the best interest of the client.
 - **5.4.3** the Company reasonably believes that some form of market abuse or regulatory breach may have taken place or may result from the Completed Transaction.
 - **5.4.4** the Company feels that the Transactions opened or closed by the IB are executed outside the Company's client agreement.
- **5.5** The Company will pay compensation to the IB for completed trades in real time, save as otherwise where the company has notified the IB by Written Notice. The Company reserves the right to alter or amend this clause at any time upon Written Notice to the IB.

6. INTRODUCTION OF CUSTOMERS

- **6.1** Each customer introduced to the Company by the IB must be eligible to become a customer of the Company and must open a trading account with the Company by:
 - **6.1.1** completing the Company's "Online Application Form", or
 - **6.1.2** sending to the Company a completed, signed and dated copy of the "Offline Application Form" to Open a Personal/Corporate Trading Account, and by providing:
 - **6.1.3** documents proving the customer's identity and address in respect of a Personal Trading Account, or
 - **6.1.4** requested company documentation, shareholders' details and directors' proof of address and identification in respect of a Corporate Trading Account.
- **6.2** Where an introduced customer has communicated to the Company that it wishes to be unlinked from the IB (the "Unlinked Client"), the Company shall, from the date of such communication, cease paying the IB compensation in respect of the Unlinked Client. Any existing (but unpaid) compensation in respect of the Unlinked Client shall be transferred to the IB, and the IB shall have no further rights in respect of the Unlinked Client.
- **6.3** The company reserves the right not to recognize any customer as introduced by the IB if the customer did not register through the IB Referral link or did not send a confirmation email requesting to link his account to the IB.
- **6.4** The Company reserves the right to determine, in its sole discretion, whether a customer has been introduced by the IB if the customer's registration was not carried out in



accordance with clause 6.3.

- **6.5** The Company reserves the right not to accept the customer as being introduced by the IB and not to pay to the IB the compensation for the Completed Transactions made by such customer, if:
 - 6.5.1** the customer opens a trading account with the Company more than five Business Days before the customer is introduced to the Company by the IB, or
 - 6.5.2** the customer already has a trading account with the Company or any Affiliate more than five Business Days before the customer is introduced to the Company by the IB.
- **6.6** The Company has the right to reject any potential customer who does not meet the criteria detailed in the Company's internal compliance procedures and the IB hereby agrees that all new account applications must be approved by the Company in writing before trading can commence.
- **6.7** All customers of the IB as of the date of this Agreement and introduced to the Company during the course of this Agreement, remain clients of the Company upon termination or cessation of this Agreement. The IB shall not interfere with the customer's right to maintain the customer's account with, or transfer the customer's account to or from, the Company.

7. PROMOTIONAL MATERIALS

- 1.1.** The IB/Agent must discuss with and receive approval from the Company of his or her any marketing campaigns and promotions. Email: support@orixwealth.com
- 1.2.** The Company reserves the right to veto the use of this material if the Company deems that the material may be misleading or falsifying the truth about FOREX/METALS/CFDs trading or otherwise misinforms the Introduced Client about the financial risk of leveraged trading and/or trading on margin.
- 1.3.** If the IB/Agent runs or operates a website or websites for the purpose of acquiring the Introduced Clients for the Company, the IB/Agent agrees to be liable for the information posted on his or her website and agrees to list the websites' URLs hereafter.
- 1.4.** The IB/Agent agrees to provide the Company with timely information about additions to or changes in his or her website content.
- 1.5.** The IB/Agent will provide the Company with the URL of any new website he or she may launch.