

ITB★

IB terms
and conditions
revised

IB AGREEMENT

ITB LLC. is incorporated in both Saint Vincent and the Grenadines the Financial Conduct Authority (LLC reference no. 2215) and MWALI international Services Authority (IBC REGULATION ACT 2014) with its company registered address at Victoria, Mahe, Seychelles. These Terms constitute a legally binding contract between you and ITB LLC. which you accept for yourself and on behalf of any principal or principals on whose behalf you are acting as agent by giving us instructions to deal or accepting services from us. These Terms supersede any other general terms of business or similar documents that may have been previously issued to you by us. For your own protection, you should read and fully understand these Terms prior to submitting your account application to ITB. If you do not understand anything in these Terms or the documents incorporated by reference, you should contact us. to ask for further information or seek independent professional advice before you open an account, place any order or enter into a transaction with ITB.

Introducing Broker Agreement

1. This is a legal contract (hereafter the “Agreement”) between ITB., (hereafter the “Company”) a corporation organized under the laws of St. Vincent and the Grenadines, its successors and assigns, and the party or parties (hereafter the “IB/Agent”) executing the Agreement.
2. The Company assumes no liability for any representations made by the IB/Agent in the course of marketing the Company’s services.
3. This Agreement does not constitute an agency agreement between the Company and the IB/Agent, and the IB/Agent is not authorized to act on behalf of the Company.

The Responsibility of the Introducing Broker

1. The IB/Agent may refer/introduce any party to the Company for the purpose of enabling that party to trade FOREX/METALS/CFDs/Shares contracts through the platforms provided by the Company.
2. 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.
3. IB/Agent acknowledges that he will comply with all current and prospective rules and regulations promulgated by all relevant regulatory bodies.
4. IB/Agent shall use the documentation, terms, and conditions provided by the Company when introducing the parties that open accounts in the Company.
5. The IB/Agent shall strictly adhere to the Company's code of conduct and ethical standards, making only honest and accurate representations about FOREX/METALS/CFDs services offered by the Company.

Disclosure to the Introduced Clients

1. The IB/Agent shall disclose to the Introduced Clients that he or she is the IB/Agent of the Company, and is not, in fact, employed by or affiliated with the Company.
2. The IB/Agent and the IB/Agent's employees shall make no attempt to deceive or confuse the Introduced Clients into thinking that they are employed by or affiliated with the Company.
3. The IB/Agent shall disclose to the Introduced Clients that he or she is compensated by the Company for its referral of the Introduced Clients based on the Introduced Clients' volume of trading activity.

4. The IB/Agent must also inform the Introduced Clients that third-party deposits are not allowed.
5. All of the above disclosures must be announced to the Introduced Clients at least, but not limited to, through placing prominent disclosures upon the IB/Agent's website (if any) and account opening documentation.
6. The Company may, in its absolute discretion, accept or decline the Client's application to open a live trading account with the Company.

The Introduced Client's Rights

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.
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@ITB.com
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@itb.com mentioning trading account(s) numbers, if any, and the new IB/Agent's UID and/or IB account number.
4. The Company reserves the right to resolve disputable situations between the Introduced Client and the IB/Agent(s).

Termination

1. Under normal circumstances, termination of this Agreement may be initiated by either party, by giving two (2) working day written notice to the other.

2. Actions leading to exclusion from the IB related programs include, but are not limited to:

- usage of strategies aimed at intentional increase of trading volume on IB account(s), including, but not limited to, hedging strategies;
- usage of strategies aimed at intentional increase of trading volume on referrals' account(s), including, but not limited to, hedging strategies;
- usage of any fraudulent methods aimed at intentional increase of trading volume on client accounts.
- trading from two or more cabinets with any connection discovered between them (on a basis of the same IP address, devices), using anonymity tools (such as proxy servers, VPN-networks, decentralized/hybrid networks, Tor, specialized software)
- misrepresentation of the IB/Agent as a primary broker, member of a regulatory agency, employee or representative of the Company;
- claims of endorsement by any regulatory agency;
- fraudulent claims to guaranteed returns from FOREX/METALS/CFDs trading
- false representation as to success in FOREX/METALS/CFDs trading or as to returns that may be earned;
- any other misstatement about the Company or the FOREX/METALS/CFDs business.

3. In such cases, the Company reserves the right, at its sole discretion, to exclude the IB/Agent from the IB Program and/or other IB related programs, including, but not limited to, a Sub-IB program, for the violation of the IB Agreement terms, without prior notice.

4. The Company, at its sole discretion, may deny any repeated requests for the participation of the IB/Agent in any IB related programs.

5. the Company reserves the right, at its sole discretion, to exclude the IB/Agent from the IB Program and/or other IB related programs in case of money laundry or other financial & non-financial offence.

Compensation

1. The Company shall compensate the IB/Agent for trading volume generated by the Introduced Clients referred by this IB/Agent, as per the IB/Agent Compensation Schedule stated on the Company website.
2. The compensation schedule may be changed by the Company at its sole discretion.
3. The compensation shall be paid for the trades that are held for at least 2 minutes.
4. The IB/Agent shall remain eligible to receive a commission generated by the trading volume of the Client referred by this IB/Agent, except in the event of termination of this Agreement by the Company for the IB's breach of the provisions of this Agreement.
5. The IB/Agent understands that the Company reserves the right to cease commission payments, at its sole discretion, if the Company determines that the IB/Agent is not adhering to the provisions of this Agreement or to the ethical business conduct and overall business performance that the Company expects from its IBs/Agents.
6. IB and Sub-IB commission is not rounded in accordance with arithmetic rules
7. Any attempts of the Partners to defraud the system by moving the existing retail clients under Sub-IB status with the express purpose of increasing commission, will lead to complete disqualification of this Master-IB from the IB program.
8. In case the IB account is placed to the archive, the IB commission charged during this period may not be compensated.
9. The Company reserves the right, at its sole discretion, to delay and/or cancel the IB/Agent Commission received for trading that has been performed solely for generating of this IB/Agent Commission. Such actions performed by the IB/Agent and the Introduced Client shall be considered as fraudulent and the Company reserves the right to exclude this Introduced Client from the IB Group and/or exclude the IB/Agent from the Partnership Program.

Minimal IB/Agent's and Client's Activity

1. In order to be considered an Active IB/Agent, the IB/Agent shall refer One (1) Introduced Clients who is approved and fund their trading accounts.
2. In order to be considered an Active Client, the Introduced Client shall verify his/her Trader's Cabinet, as well as fund his/her trading account and open/close at least one (1) trade during the last three (3) months.

Withdrawing of Compensation

1. The Panel used by the Company is equipped with a reporting functionality which allows the IB/Agent to generate reports of trading volume produced by their Introduced Clients, as well as the amount of commission owed to the IB/Agent by the Company.
2. The IB/Agent may withdraw his or her compensation any moment by creating a withdrawal request in his or her Trader's Cabinet.
3. The withdrawal request shall be processed according to the Company's withdrawal rules and conditions.
4. For the IBs in first rebate level (2 \$ per lot. NANO & Standard Accounts), For ECN Classic Account is %15 they are not allowed to withdrawal the commissions generated.

Proprietary Information

1. The IB/Agent shall have no right, claim, or ownership interest in the proprietary information of the Company.
2. The IB/Agent specifically acknowledges that the information imparted by the Company to IB/Agent is confidential and has been developed by the Company through the expenditure of substantial skill, time, effort and money.

3. The IB/Agent shall not publish, distribute, or otherwise make available to third parties any information derived from or relating to any copyright, trademark, trade secret or other intellectual property rights belonging to the Company without the prior written approval of the Company.
4. The IB/Agent will not copy, modify, decompile, reverse engineer, or make derivative works of the above material or intellectual property.
5. The IB/Agent shall have no right to interfere in clients' accounts such as withdraw money, change password & leverage, etc.
6. The IB/Agent shall have no right to change the payment methods which defined by the company.

Promotional Materials

1. The IB/Agent must discuss with and receive approval from the Company of his or her any marketing campaigns and promotions which possess commitments for the company.
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.
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.
4. The IB/Agent agrees to provide the Company with timely information about additions to or changes in his or her website content.

Amendment

1. The Company reserves the right to amend this IB Agreement at any time without prior notice.
2. Amended Conditions are published on the Company's website.

Force majeure

IB agrees that itb Broker will not be held liable for any costs, damages or losses caused by force majeure

Events including but not limited to, government restrictions, exchange or market rulings, suspension or delay of trading, war, civil disturbances, earthquakes, strikes, equipment failure, communication line

failure, system failure, unauthorized access, theft or any problem, technical or otherwise, which may

prevent the IB or the Customer introduced by the IB from entering or modifying an order or prevent itb

Broker from acting on an online instruction, or other events or conditions beyond itb broker control,

as determined and at the sole discretion of ITB Broker.

IB is requested to declare their instructive advice or critics to the company in order to provide better services to customers IB may bring no action arising out of the Agreement, regardless of form, more than three months after the cause of such action.

The IB confirms that it has read and understood the terms of this Agreement. By signing below, the IB explicitly agrees to be legally bound by its terms and conditions.