



IB Partner

Agreement Terms & Conditions



This document is issued by ArayFX LTD (Hereinafter referred to as "ArayFX"). ArayFX and IB shall be collectively referred to herein as the "Parties" or individually as a "Party".

1. INTRODUCTION AND COMMENCEMENT

- 1.1. IB shall refer/introduce customers to ArayFX to enable them to trade the products on the ArayFX platforms.
- 1.2. On the date after approving IB's referred Customer, ArayFX will begin accruing commissions payable to IB. ArayFX will only pay commissions for trades done by customers and every customer must properly fund his account with ArayFX before IB's commission begins to accrue.
- 1.3. In consideration of the provision by IB to ArayFX of its services, as contemplated under this Agreement, ArayFX shall remunerate IB the money ("Fees") in accordance with all the terms of this Agreement in the schedule and upon the IB fulfilling his obligations referred to in this Agreement. ArayFX may amend this Agreement, at its sole discretion, and shall notify the IB in writing should it wish to do so.

2. RESPONSIBILITIES AND COMPLIANCE

- 2.1. IB will diligently supervise the activities of its officers, employees, and the sales team, including its agents, to comply with ArayFX terms as well as the laws and regulations from which IB operates. The IB confirms that he is either authorized/registered with an appropriate regulator or that he is not required to be under local legislation.
- 2.2. ArayFX may provide, or cause to be provided, to each Customer from time to time, notice of the existence of this Agreement and the general relationship established with IB.
- 2.3. Nothing in this Agreement shall prevent ArayFX from exercising all its rights under the respective Customer agreements for the Customers, introduced by the IB, including without limitation, the right to liquidate or limit the Customer trading positions and the right to place Customer Accounts on a liquidation-only status and to take any steps whatsoever.
- 2.4. It will be IB's responsibility to inform all Customers to list the IB's name in the space provided on the customer account application form and any other documents required by ArayFX.
- 2.5. At any time whatsoever during the execution of this Agreement or thereafter, ArayFX may, in its absolute discretion, accept or decline any Customer's application to trade on ArayFX's live trading platform.
- 2.6. The IB will be fully liable for deficits incurred in its account or the accounts of the Customers it introduces to ArayFX and for delays or faults in payment of any credit



margin or chargebacks initiated by the Customers. The IB hereby expressly authorizes ArayFX to withhold and deduct from its commissions any losses incurred without any objects whatsoever.

- 2.7. IB acknowledges that it has no right to use the name, intellectual property, or other assets or property of ArayFX or any of its affiliates. The IB, under no circumstances, will use the ArayFX name, logo, or website, whether for information or educational purposes, except with the prior written authorization of ArayFX.
- 2.8. In relation to documentation, whether electronic or in PDF, in order for ArayFX to open a customer account, the IB's sole responsibility is to ensure that every Customer, without exception, personally executes for transmittal to ArayFX, understands and reads a completed Client Agreement duly Accepted by the Customer himself together with all other documentation customarily required by ArayFX including but not limited to the Electronic Client Agreement together with the Electronic Risk Disclosure and Electronic Trading.

3. REPRESENTATIONS AND CONDUCT

- 3.1. IB agrees to make only honest and accurate representations about ArayFX's electronic products trading services and never to hold itself out as an employee of ArayFX. It is IB's responsibility to be fully familiar with the forms of contract, procedures, and practices of ArayFX.
- 3.2. IB agrees not to give any advice or trading recommendations or make claims as to guaranteed returns that may be earned. For the avoidance of doubt, ArayFX will not be liable to Customers or the IB for any advice, decision, or recommendation given or made by the IB to any Customer, and the IB will indemnify ArayFX for any loss or liability arising from such actions. In addition, if any such misrepresentation is found, IB agrees that ArayFX is entitled to terminate this agreement with immediate effect and refrain from the payment from IB.
- 3.3. It is IB's sole responsibility and obligation to disclose to each Customer, individual, or entity the fact that IB will be compensated by ArayFX for its referral of the Customer and that he/she will unambiguously inform the Customer of the amount of IB's remuneration.
- 3.4. The IB may not conduct discretionary trading on behalf of the Customers without a written and signed power of attorney from the Customers, which must be pre-approved by ArayFX.
- 3.5. In order to ensure the stability of the ArayFX platforms and Products, IB confirms that consumers who trade in the products utilizing technologies of price manipulation methods including, but not limited to, arbitrage-seeking behavior (by, for example, following stale quotes, system failures, and bugs) or strategies and/or misusing automatic trading systems (such as misuse of Expert Advisor technologies) and/or the execution of a substantial number of orders within an extremely short time for irregular, shall be subject to sanctions by ArayFX, at the sole discretion of ArayFX, without any objection or contestation by IB.



- 3.6. The IB will be fully liable for deficits incurred in its account or the accounts of the Customers it introduces to ArayFX and for delays or defaults in payment of any credit margin or chargebacks initiated by the Customers. The IB hereby expressly authorizes ArayFX to withhold and deduct from its commissions any losses incurred without any objections whatsoever.

4. COMMISSION AND REBATE STRUCTURE

4.1. Standard Account:

ArayFX will provide a rebate starting at \$5.00 per 1 lot, with the rebate amount varying based on contract size and instrument value. Trades with a duration of less than 120 seconds will not be eligible for rebate calculation.

4.2. Narrow Account:

ArayFX will provide a rebate of \$2.00 per 1 lot, with the rebate amount varying based on contract size and instrument value. Trades with a duration of less than 120 seconds will not be eligible for rebate calculation.

4.3. Raw Account:

ArayFX will provide a rebate of \$1.00 per 1 lot, with the rebate amount varying based on contract size and instrument value. Trades with a duration of less than 120 seconds will not be eligible for rebate calculation.

5. REMUNERATION

- 5.1. Remuneration due to the introducing broker from ArayFX under the terms of this Agreement shall be as agreed with us, starting from \$5, based on your level at ArayFX.
- 5.2. There may be instances where a lower rebate is offered subject to the required risk management practices afforded by your client, which you will be advised of.
- 5.3. For the avoidance of doubt, rebates are not applicable to stocks, ECN platform trading activity, Futures instruments, and cryptocurrencies.

6. INTRODUCER REPRESENTATION AND WARRANTIES

- 6.1. The Introducer has all requisite authority to enter into this Agreement and to be fully bound hereby. The Introducer acknowledges and confirms that they can enter into this Agreement and are approved/authorized/qualified under local regulatory requirements to offer the services mentioned in this Agreement.
- 6.2. The Introducer has fulfilled all registration, qualification, and/or other requirements of all jurisdictions and regulatory bodies applicable during the term of the Agreement.
- 6.3. If the Introducer is a company or other entity, they are duly organized, validly existing, and in good standing under the laws of their jurisdiction.
- 6.4. The Introducer will act as a mediator between the Company and their Clients to enhance the quality of service offered and to introduce and/or explain the services offered by the Company and/or the Broker.
- 6.5. The Introducer will operate as an independent contractor and not as an agent, employee, or representative of the Company. The Introducer cannot use the Company's logos in any correspondence, business cards, or electronic transmissions.
- 6.6. The Introducer is responsible for the payment of all relevant duties, charges, and taxes arising from their business.
- 6.7. The Introducer is not allowed to register a business or domain name that includes the Company's or Broker's name or trademarks, or any similar marks that could mislead or create a misleading association with the Company's or Broker's business.
- 6.8. The Introducer shall not provide any investment advice or portfolio management services to their Clients and must inform them of any fees received.

7. INTRODUCTION OF RELATIONSHIPS AND ACTIVITIES

- 7.1. The Introducer must introduce prospective Clients and assist them in completing account registration forms for opening an account with the Broker.
- 7.2. The Introducer shall translate documents and explain the services offered by the Company and/or Broker as needed.
- 7.3. The Company is not responsible for any advice or recommendations provided by the Introducer to Clients. The Introducer is responsible for all necessary actions for the Company and/or Broker to enter into an agreement with the Client.
- 7.4. In the case of the Introducer maintaining a website for promoting his business then the following functionalities and information should be included:
 - 7.4.1. A link should be available directing prospective Clients to the Company's and/or Broker's Main Website.
 - 7.4.2. The Company's and/or Broker's information and/or logo and/or banners are provided to prospective clients.

- 7.5. IB agrees and undertakes to inform its customers that any trading dispute of whatsoever nature is strictly and solely between the referred Customer, and ArayFX.
- 7.6. The IB must immediately notify ArayFX in writing of any material claim or complaints against the IB, whether raised by a Customer or local regulatory agency.

8. COMPANY'S UNDERTAKINGS

- 8.1. The Company warrants making any payments due to the Introducer in respect of the fees for its services as agreed in this Agreement, in arrears as per the payment scheme below:
 - 8.1.1. For the period from the 1st day till the 15th day of each calendar month (both dates inclusive) payment will be affected within 5 business days following the 15th day of each month.
 - 8.1.2. From the 16th day until the end of each calendar month, the payment will be affected no later than the 5th calendar date of the subsequent month in which the fees are earned.
- 8.2. The Introducer is entitled to the fee structure as stated in Appendix 1 and must meet all requirements set in the Agreement. Payments will be made if the Net Real Funds of the Client's accounts exceed 200 USD, and generated fees are over \$10 per payment period.
- 8.3. The Company will count on the calculation of fees every round turn lot traded, meaning open and first close trade; in case of following partial closings will be excluded from the calculations. The Company will also exclude from its fee calculations any position with a lifetime equal to or less than 30 seconds.
- 8.4. In the case of a sharing bonus scheme, the Introducer's fees will be calculated on 50% of the overall trading volume in such an account.
- 8.5. The Company may hold back fees due to the Introducer in case of disputes or complaints from a client.
- 8.6. The Company reserves the right to impose a time limit on the Introducer's profile if abuse of trading activity is identified.

9. NOTICES AND COMMUNICATION

- 9.1. Any notice served pursuant to this Agreement will be deemed given when delivered personally or by electronic mail (email).
- 9.2. The Introducer must send any notice, instruction, or communication to the Company by email to partners@arayfx.com.
- 9.3. Information may be provided by the Company to the Introducer in paper format or by email. All notices/information should be in English.

10. AMENDMENT AND TERMINATION

- 10.1.** This Agreement is valid for 1 year and shall be renewed automatically for further consecutive 1-year terms unless either party serves a 7-day Notice. This Agreement shall be considered terminated in the event the IB breaches any of the terms of this agreement from the date the breach occurs.
- 10.2.** The Agreement may be amended, with changes becoming effective after five (5) business days' notice. The Introducer may terminate the Agreement if they disagree with the changes.
- 10.3.** Either party can terminate the Agreement with five (5) business days' written notice.
- 10.4.** The Company reserves the right to terminate or suspend the Agreement or any rights of the Introducer due to malpractice, breach, or other significant events.
- 10.5.** The Company shall further reserve the right to impose up to a 5-minute trading restriction, retroactively within a given period, and/or terminate or suspend the Agreement and/or any rights of the Introducer, without prior notice and/or consent, should it come to the Company's attention or suspicion that the Introducer (or any of its third-party affiliates) abused or manipulated any of the Company's Terms and Conditions and/or abuses the terms of this Agreement.
- 10.6.** The Company has the right to terminate this Agreement if the Introducer involves less than three (3) Clients within a ninety (90) day period from the date of concluding this Agreement or has not introduced any new Clients for 1 month period.
- 10.7.** The Company has the right to exclude a Client from an Introducer's group in the case where the Client has not funded within thirty (30) days his account approval, or the Client is not active (funding his account) for 3 months.
- 10.8.** Upon termination, the Introducer must return any Company materials used and withdraw such materials from their website.
- 10.9.** The Company will pay all fees owed to the Introducer upon termination of the Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1.** This Agreement and all transactional relations between the Client and the Company are governed by the laws of South Africa.
- 11.2.** The competent court for the settlement of any dispute which may arise between the Client and the Company under or in relation to this Agreement shall be the Courts of South Africa.



12. MISCELLANEOUS

- 12.1. This Agreement as well as any additional agreement hereto (both present and future) are made in English. Any other language translations are provided as a convenience only. In the case of any inconsistency or discrepancy between the original English texts and their translation into any other language, the original versions in English shall prevail.
- 12.2. This Agreement has been duplicated, and each party has a copy.
- 12.3. This Agreement embodies the entire understanding between the parties. No modification of any provision of this Agreement shall be effective unless in writing and signed by an officer of ArayFX and IB. Both parties agree that the Schedule hereto forms an integral part of this Agreement.
- 12.4. This Agreement, which shall include the Schedule hereto, contains the entire, final, and complete agreement between the parties with respect to the subject matter hereof and, effective upon the Effective Date, shall supersede all prior agreements and understandings between the parties about the subject matter hereof.
- 12.5. Each party shall keep all information confidential and shall not disclose any terms of this Agreement or any related information about the Company's business to any third party, except as required by applicable law, regulatory or governmental bodies, or with the Company's written consent. The parties anticipate exchanging business information, customer lists, and other confidential, proprietary, or trade secret information. Any information, documents, or objects of a confidential nature, whether expressly marked as confidential, shall be treated as Confidential Information. For the avoidance of doubt, all Intellectual Property Rights shall be considered Confidential Information. This confidentiality obligation shall continue to apply even after the termination of this Agreement and shall be binding on the parties indefinitely.
- 12.6. Restricted Regions: ArayFX does not provide services for citizens or residents of the United States, Canada, Cuba, Myanmar, North Korea, or Iran. The services of ArayFX are not intended for distribution to or use by any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation.

By agreeing with this agreement, I accept the terms and conditions outlined in this partnership with ArayFX.

Risk Warning: Trading Forex and Leveraged Financial Instruments carries significant risk and may lead to the loss of your invested capital. Invest only in what you can afford to lose, and ensure you fully understand the associated risks.