

SWIFT TRADER LTD

COMOROS

INTRODUCING BROKER AGREEMENT

INTRODUCTION

Swift Trader Ltd (STL) is Licensed and Regulated by the Mwali International Services Authority (hereinafter, the 'MISA') in Mwali Comoros under the license number T2023364, with registered address of Bonovo Road – Fomboni Island of Mohéli – Comoros Union.

This Agreement, also referred to as the “Introducing Broker Agreement” contains the terms of business relevant to your trading activities with Swift Trader Ltd and is an agreement between you (referred to as “you” or the “IB”) and Swift Trader Ltd (the “Company”, “STL”, “Swift Trader” “us”, “we”, “our”, “ours” or “ourselves” as appropriate).

This Agreement sets forth the terms and conditions of the relationship between the Company and the IB, who will introduce customers to the Company on a fully disclosed basis to trade in OTC spot foreign exchange, OTC spot metals, contracts for difference, and off exchange derivative transactions, in accordance to the terms set forth in the Introducing Broker Agreement of the Company.

We grant you the non-exclusive right to refer Clients within the Territory to us and (where applicable) provide them with the IB Services, in compliance with these Terms.

BY ACCEPTING THIS AGREEMENT ON THE COMPANY'S WEBSITE, THE IB CONFIRMS THAT IT HAS READ, UNDERSTOOD AND AGREED TO BE BOUND BY THIS AGREEMENT WHICH SHALL GOVERN THE USE OF THE IB PORTAL AND THE TRANSACTIONS ENTERED INTO BETWEEN THE IB AND THE COMPANY. THE IB IS PROMPTED TO SAFEGUARD A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

1. Appointment

1.1 By accepting these Terms, you agree that:

- a) these Terms do not give you an exclusive right or privilege to assist us in providing Products to Clients. For clarity, we intend to enter into similar arrangements with other introducers as part of the IB Program;
- b) we may also directly or indirectly solicit referrals on Terms that may differ from those contained in these Terms or contract with third parties that are similar to or compete with you; and
- c) you shall have no claims to Commissions originating from Clients that have not been referred solely by you in compliance with these Terms.

2. Regulatory Requirements

2.1. By accepting these Terms, you agree that:

- a) client referrals under your IB program will come to us only through our approved methods;
- b) you should not refer Clients who reside in any of the Restricted Regions as mentioned on our website;
- c) the Company may require you to provide a regulatory authorization and/or license in relation to the IB program which you will be offering;
- d) you hereby agree that you must provide all communications issued by you or to you and/or on behalf of a regulated entity concerning our Company and/or or any investigation and/or disciplinary procedure and/or Client;
- e) you may assist us in responding to any such request by promptly providing us with all relevant information that we reasonably request from you, including using your best efforts to obtain relevant information from third parties, if required by us.

3. Your Obligations

3.1 Introducing Broker will provide the following services to the Clients introduced to STL:

- a) Market STL's products to Clients;
- b) Facilitate the process for prospective Clients to initiate account openings and address inquiries effectively;

- c) Support Clients in depositing, withdrawing funds from their accounts, and addressing any inquiries they may have;
- d) Any Client complaint to be promptly forwarded to STL compliance Department.

3.2 By accepting these Terms, the IB must:

- a) have sufficient knowledge of the scope of services and facilities provided by the Company, as well as hold general information and understanding of international financial markets;
- b) comply with all Applicable Laws, including any regulatory license requirements that may apply to you in respect of your participation to the IB Program;
- c) familiarize yourself with the information published on the official information resource of the Company's Website independently and in a timely manner to inform customers about important changes;
- d) carry out any IB Services for Clients with transparency, honesty, professionalism, with due care and skill and in accordance with these Terms;
- e) guarantee the legitimacy and authenticity of all agreements and documents provided to the Company on behalf of the Client.

3.3 The IB has no right to disclose any information regarding the transactions, the size of deposits, personal data and other sensitive customer data of Swift Trader to third parties as well as information obtained while working with Swift Trader, which is not public (not published on the website Swift Trader.com or not available for download from the site Swift Trader.com) throughout the contract and three years after its dissolution.

3.4 The IB has no right to distribute false or unconfirmed information about the Company.

3.5 The IB has the right to use the trademarks, slogans, and other results of intellectual property rights that belong to Swift Trader, **only** with the prior written agreement and or consent of the Company.

3.6 Inform us within reasonable time in writing of any Client complaint or dispute and provide all communication including any applicable related documents.

3.7 not engage in any illegal, misleading and/or deceptive conduct or do anything (including making false statements or assurances in any form) that may cause loss or damage to us or which may have a detrimental effect on our reputation or those of our Products. In particular, you must **not**:

- engage in any illegal activity of any type, such as displaying illegal content on your Website or in your subscription emails;
- actively target:
 - any resident of the Restricted Regions, as set out in Section 2;
 - any person who is under the age of eighteen (18) years old;
- login to the Client Area of a Client's profile, login to a Client's Account or conduct trading activities on a Client's behalf;
- maintain and operate a Website that contains or promotes misleading, defamatory, inappropriate or illegal content, or a link to a Website that does so. Misleading content includes making misleading or untrue assurances in relation to returns and displaying our disclaimer, license or authorization number without our express permission;
- send unsolicited commercial electronic messages;
- enable bad faith transactions, including but not limited to any device, program, robot, IP address;
- suggest or create any promotions, reward, discount, rebate or compensations to a Client for registering for an account without our approval; or
- part in any activity that may tarnish the value of our trademarks or brand.

4. Electronic Access and Your Website

4.1 By accepting the Terms, you agree:

- a) to provide Clients with the necessary electronic means to access our Website to enable them to register for our Products;
- b) to provide comprehensive information and legal support to clients who belong to the group IB, as well as contribute to solving emerging from customers under the Terms and Conditions and not personal opinion;
- c) if you operate a Website, to provide, subject to our prior approval, our Company's details, a description of our Products, the link to our Website and any other information that we require you to display from time to time;
- d) to ensure that the content of your Website is kept up to date and states only accurate information about us;
- e) that you must not market to any potential Clients:
 - on any site where we promote our Website unless this is for our benefit and is pre-approved by us;
 - on any internet search engine on which we promote our Website upon our approval;
 - in any other manner which results in your competing with us in relation to the promotion of your Website;
 - any other online software, application or other online trading platform similar to and/or competitive with us.

5. Client Money

5.1 By accepting these Terms, you agree that you must not:

- a) accept any money, securities or other property to margin, guarantee or secure any Client transaction;
- b) give instructions to transfer funds in or out of a Client's Account, and we will not be obliged to comply with any such transactions, unless authorized in writing by the Client.

6. Swift Trader Obligations

6.1 The Company undertakes to offer its customers, attracted by IB, real trading accounts. The Company offers in general conditions in accordance with the "Terms and Conditions" with the specifications prescribed in this Agreement.

6.2 Subject to your compliance with these Terms and each Client's acceptance of the Clients' Terms and Conditions we will:

- a) pay you the agreed Commissions;
- b) provide you with monthly statements of trading volume, detailing Commissions paid to you in the previous months period only upon request via jpsupport@swifttrader.com;
- c) Provide you access to an IB portal to view detailed information;
- d) collaborate with you in relation to referral initiatives; and
- e) provide you with marketing and promotional materials subject to Swift Trader pre-approval by the Compliance Department.

7. Referral Criteria

7.1 In consideration for each Client referral and subject at all times to your compliance with these Terms and/or any other guidelines and information provided to you during the IB Program, you will not be entitled to any Commissions unless we confirm that:

- a) the Client is a resident in the Territory and complies with the Clients' Terms and Conditions and onboarding process;
- b) the Client has been introduced by you;
- c) the Client **did not** hold any Account prior to the commencement date of your IB Account whether or not that Account is active;
- d) the Client is active (in other words has engaged in trading activities) within the last Three (3) months;

- e) the Client whose name or contact details has never been provided to us by any third party at any time;
- f) the Client is not a member of your immediate family or is not a Related Party of you; or
- g) the Client or your IB Account is not linked to any fraudulent or illegal activity;
- h) these Terms are not terminated under Section 19.

8. Payment of Commissions

- 8.1 Commissions are calculated based on each Client's trading volume on a daily basis.
- 8.2 Commissions are exclusively calculated based on cash trading activity; no commissions are disbursed for clients engaged in trading with bonus and/or reward credits.
- 8.3 Your Commission entitlements will be notified to you when you join the IB Program.
- 8.4 All Commissions are dependent on the Client Trading Account and IB Wallet currency and are subject to conversion rates.
- 8.5 You can withdraw your Commission daily (minimum withdrawal 100 USD or equivalent).
- 8.6 Commissions will be paid into your IB Wallet in your name, from which you can withdraw and transfer using the payment methods set out on our website. You agree that:
 - IB Wallet withdrawals will be available once a minimum of three (3) unique Clients have been referred and they have deposited into their trading accounts;
 - from time to time we may perform additional due diligence and compliance checks prior to withdrawal approval;
 - by accepting these Terms, you agree that we will not be required to pay you Commissions where to do so would involve a breach of this agreement.
- 8.7 The Company may review its Commissions, frequency of payment and referral criteria under the IB Program at our discretion. After any change, you will reserve the right to terminate these Terms as per Section 19.
- 8.8 For detailed information on your Commission Structure, kindly refer to Appendix A as outlined in this agreement.
- 8.9 Any discrepancies or disputes regarding your Commissions should be reported within fourteen (14) days of Commission settlement. If you do not agree with the Commissions paid to you on a particular Client account, you must notify us in writing of the account number, the amount disputed and the reason for the dispute. If we are not notified of the disputed amount within this time frame of fourteen (14) days this will be deemed a waiver of your right to dispute the Fee and you will not be entitled to any further claim to this matter.

9. Disputes Resolution

- 9.1 You may notify us in writing of any grievances you may have regarding our services including Fee disputes and such notification must set out full details of the Dispute. Upon receipt of such notification, a senior Company representative will engage with you and try to resolve the Dispute in good faith.
- 9.2 All disputes arising between the IB and the Company are solved by negotiations.
- 9.3 The Company does not compensate moral damages and/or lost profit.
- 9.4 The Dispute must be framed in the form of electronic mail (e-mail) and sent to the official e-mail jpsupport@swifttrader.com. Any claims made in any other format cannot be considered.
- 9.5 The Company reserves the right to request information regarding the essence of the Dispute, to make objective decisions.

- 9.6 The Company is obliged to consider and decide on the reclamation no later than fourteen (14) Business Days of receipt of the notification of dispute, either party may pursue its legal remedies including by way of litigation.
- 9.7 The Company reserves the right to refuse to cooperate unilaterally in case of systematic violation of one or more items of the present contract by an IB Partner.

10. Your relationship with Us, Clients and Authority

- 10.1 By accepting these Terms, you agree that:
- a) the relationship between us and all Clients, including any Transactions carried out on Clients' Trade Accounts, is governed by the Terms and Conditions;
 - b) you are not a party to the Terms and Conditions, and you must not, unless otherwise permitted under these Terms, interfere with the operation of the Terms and Conditions, whether such interference is lawful or otherwise;
 - c) we will not accept any instructions:
 - from a Client unless they have accepted the Terms and Conditions; or
 - from you on a Client's behalf unless and until:
 - you are duly authorised to provide such instructions under a valid Power of Attorney;
 - you have provided us with a true copy of the Power of Attorney; and
 - we have verified that you have all necessary regulatory licenses/authorisations to conduct such activities
 - d) on the Client's behalf (where applicable); we must provide, or cause to be provided, notice of the following matters to each Client upon their Account registration:
 - the existence of these Terms and/or our relationship with you; and
 - our Fee arrangements with you;
 - e) we have the sole and exclusive right to process Client Personal Information and any other data relating to Clients on Clients' behalf;
 - f) we will communicate directly with referred Clients in respect of all matters relating to their Account and any Transactions;
 - g) all Transactions will be facilitated and concluded directly between us and Clients;
 - h) you have no authority to facilitate or conclude any Transactions with a Client on our behalf;
 - i) we may take any action that we are authorised to take under our Clients' Terms and Conditions that we consider necessary, at our sole discretion and without any notice to you:
 - on behalf of any Client for the protection of that Client's Account; or
 - for the protection of our rights and interests; and
 - we may also, at our sole discretion, with notice to you:
 - o reject any prospective Client;
 - o refuse to deal with a Client; and
 - o terminate any Clients' Terms and Conditions.

11. Inactive Clients

- 11.1 By accepting these Terms, you agree that if a Client does not place a trade for at least three (3) months is considered "inactive" and we may, at our discretion, remove the Client from your IB Account and you will no longer be entitled to your Commissions for that Client.

12. No Partnership

- 12.1 By accepting this Agreement, you agree that:
Your IB account is for you only to refer Clients and provide IB Services where applicable; nothing in these Terms creates a partnership or establishes a relationship of Principal and Agent or any other fiduciary relationship between you and us and except in cases where it was agreed otherwise in writing by you and us, you must not:
- a) act on our behalf;
 - b) make any warranties or representations on our behalf;

- c) enter into any arrangement binding us or exposing us to any liability;
- d) hold out that you are authorised to act on our behalf;
- e) make any public announcements or statements about us or these Terms;
- f) this Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and supersedes any and all prior agreements and understandings between the parties.

13. Warranties

- 13.1 Each Party, in respect of itself only, hereby represents and warrants to the other Party and acknowledges that the other Party is entering into this Agreement in reliance thereon, as follows:
- a) it is a limited liability Company duly incorporated, registered and validly existing under the Laws of its place of incorporation;
 - b) it has the corporate power to own its assets and to carry on its business as it is now being conducted;
 - c) it has power and authority to enter into and to perform its obligations under this Agreement;
 - d) it has taken all necessary actions to authorise the execution, delivery and performance of this Agreement to which it is expressed to be a Party;
 - e) this Agreement constitutes its legal, valid and binding obligations on it and, subject to any necessary stamping and registration, is enforceable in accordance with its Terms subject to Laws generally affecting creditors' rights and to principles of equity;
 - f) the execution, delivery and performance of this Agreement will not breach, or result in a contravention of:
 - any law, regulation or Authorisation;
 - its constitution or other constituent Agreements; or
 - any encumbrance or Agreement which is binding it;
 - and will not result in a contravention of:
 - the creation or imposition of any encumbrance or any of its assets other than as permitted under this Agreement; or
 - the acceleration of the date for payment of any obligation under any Agreement which is binding on it.
- 13.2 Each of its representations and warranties contained in this Agreement are correct and not misleading when made or repeated.
- 13.3 It has not withheld from the other any information reasonably likely to be material to the decision of the other to enter into this Agreement.
- 13.4 All written information provided to the other by or on its behalf in relation to it, its business or affairs, or this Agreement was materially correct and not misleading (by omission or otherwise) as at the time it was provided;

14. Intellectual Property Rights

- 14.1 By accepting these Terms, you agree that:
- a) we will retain the ownership of all Intellectual Property Rights in material we develop before or during the Terms of your participation of the IB Program. Nothing in these Terms should be construed as granting you any license or right to use our Intellectual Property Rights other than as permitted under these Terms;
 - b) you may display our trademarks and branding on your site and hold yourself out to be a Swift Trader IB;
 - c) for the purpose of introducing Clients to us under this IB Program, provided that you:
 - obtain our written approval before you publish our trademarks and branding and any Promotional Material;
 - refrain from using our trademarks or branding as part of your own product name, URL or as a component of another logo; and
 - display Promotional Material in a way that complies with our brand guidelines and any other directions that we give you from time to time;

- d) we retain the right to assess the Promotional Material for compliance purposes at any given time;
- e) we reserve the right to withdraw our approval of your Promotional Material at any time;
- f) if we withdraw our approval under this Section 14, you must immediately stop distribution or publication of the Promotional Material;
- g) you will notify us immediately in writing if you become aware of an infringement on any of our Intellectual Property Rights or other ownership rights, or if you become aware of a claim by any party that our products, trademarks or logos infringe on a third party's Intellectual Property Rights or ownership rights.

15. Marketing

- 15.1 By accepting these Terms, you must ensure compliance with all Applicable Laws in relation to direct marketing communications with Clients. In particular, each direct marketing communication sent to a Client in connection with the IB Program must:
- a) clearly and accurately identify the individual or organisation who sent the message;
 - b) contain accurate information about how the recipient can contact the sender;
 - c) state a clear method of opting-out (unsubscribing in the case of email) from receipt of any further messages; and
 - d) be sent only to Clients and individuals who have provided consent to receive communication.

16. Confidentiality

- 16.1 By accepting these Terms, you agree that all Client information (including Personal Information) obtained by us is confidential between us and the Client and that we are under no obligation to disclose it to you except as set out in this Section.
- 16.2 You agree that we collect, use and disclose your personal information to provide you with the products, services and associated support that you have asked for. We also use your personal information to respond to your enquiries or feedback and to promote Products and services offered by us and associated third parties. Thus, you consent and agree that we may need to provide your personal information to our related entities if necessary and wherever applicable. Where possible we will collect the information from you, but we may also collect it from public sources such as social media websites, or from third parties that provide us with marketing leads. If you do not provide your personal information to us, it may affect our ability to do business with you. You consent to us collecting, using and disclosing your personal information for those purposes. You can ask us not to use your information to promote our Products and services by following the procedure outlined in the Swift Trader's Privacy Policy, located in the Legal Documentation on our website.
- 16.3 Subject to the Applicable Laws, the Client's Terms and Conditions we will provide you with the names and addresses of Clients and any other Client information that Clients permit us to disclose to you.
- Where you collect Personal Information in respect of a Client, you must:
- a) ensure all relevant personnel in your business have been adequately trained in order to understand and comply with your obligations under this Section;
 - b) comply with our reasonable directions about the collection and handling of the Client's Personal Information;
 - c) notify the Client that their Personal Information will be collected by us in accordance with our Privacy Policy located on our website;
 - d) use and disclose the Client's Personal Information solely for the purposes of referring them to us and providing the IB Services (if applicable), and not for any other purpose without the Client's consent;
 - e) take all reasonable steps to protect the Client's Personal Information from unauthorised access, modification or disclosure, including ensuring that only authorised personnel have access to the Client's Personal Information and only to the extent necessary for you to perform your obligations under these Terms;

- f) immediately notify us in writing if:
 - i. you know or suspect any unauthorised access, modification or disclosure of Client Personal Information; or
 - ii. you are notified or become aware that a disclosure of Client Personal Information is required by law;
- g) provide reasonable assistance to us to enable us to comply with our obligations under Applicable Laws, including in relation to any enquiry or complaint relating to Client Personal Information; and
- h) in relation to Client's Personal Information that is no longer required for the purpose of performing your obligations under these Terms, destroy or permanently de-identify the Client's Personal Information, and provide us with evidence of the same on request.

16.4 Each party must maintain the confidentiality of the other party's Confidential Information and must only use such Confidential Information to perform its obligations under these Terms, except where the Confidential Information is in the public domain without a breach of this Section 16, has been independently created, developed or acquired by the recipient independently of its involvement in these Terms or interaction with the other party and free of an obligation of confidence.

16.5 A party may disclose the Confidential Information of the other party to its personnel only on a "need-to-know" and confidential basis in connection with these Terms or as required by Applicable Law.

16.6 Each party must take all necessary steps, prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the other party.

16.7 Each party acknowledges that the value of the other party's Confidential Information is such that an award of damages or an account of profits may not adequately compensate if this Section is breached. Each party acknowledges that, without in any way compromising its right seek damages or any other form of relief in the event of a breach of this Section, a Party may seek and obtain an injunction to prohibit or restrain the other party or its personnel from any breach or threatened breach of this Section.

17. Liability

- 17.1 We, our related entities, officers, directors, employees and suppliers are not responsible or liable to you or any Client for any:
- a. loss or claim arising as a result of any failure of any software, hardware, communication technology or other system, including but not limited to our Trading Platform;
 - b. loss or claim relating to the provision of data by us, including via Trading Platform, including delays, disruptions, inaccuracies or the loss of data;
 - c. loss or claim relating to your use of, or reliance upon any data provided to you or Clients by us, including via the Trading Platform;
 - d. delay or failure by you to perform your obligations under these Terms, or your failure to perform them in a timely manner;
 - e. negligent or unlawful conduct on the part of you, your employees, representatives, agents or contractors;
 - f. actions or inaction of third parties (including those which may be negligent or unauthorized) relating to the IB Program or the Trading Platform;
 - g. trading losses suffered by Clients in connection with our Products;
 - h. loss or claim arising from a failure by us to comply with these Terms for any cause which could not reasonably be controlled or prevented by us; or
 - i. any loss or claim arising from a failure by you to comply with Tax Laws in relation to your Fee entitlements.

- 17.2 Neither party will be liable for any indirect, consequential, special or incidental loss or damages which may fairly and reasonably be considered to arise naturally, that, is according to the usual course of things, from the breach or other act or omission giving rise to the relevant liability.
- 18. Indemnification**
- 18.1 You shall indemnify, defend and hold harmless Company and its directors, officers, shareholders and employees from and against all claims, liabilities, losses and costs, including reasonable attorneys' fees, resulting from, arising out of, or in any way connected with:
- a. any breach by you of any warranty representation or undertaking by the Introducing Broker contained in these Terms;
 - b. the performance of your duties and obligations under this Agreement; or
 - c. your negligence in performing your duties and obligations under this Agreement.
- 19. Termination**
- 19.1 We reserve the right to terminate these Terms Immediately, by providing you with a written notice if:
- a) You do not comply with the terms set out in this Agreement;
 - b) you are in breach of these Terms and the breach cannot be remedied;
 - c) you cease to carry on business, are unable to pay your debts as they fall due, enter into any form of bankruptcy or make a scheme of arrangement to your creditors;
 - d) you, or any of your officers, employees or agents to, say or act in a way which, in our reasonable opinion, is objectively considered to be:
 - i. harmful to our reputation or interests, including but not limited to bringing our name into disrepute;
 - ii. likely to lead any person to reduce their level of business with us;
 - e) you, or any of your officers, employees or agents are charged or investigated by Financial Services Authority or any other Regulator or government agency in respect of any dealing in financial products or if otherwise requested by any Regulator or government agency;
 - f) At any other time by providing you with at least fourteen (14) days written notice.
- 20. Effect of Termination**
- 20.1 If these Terms have been terminated by you or us under Section 19 respectively, we will pay you any Commissions to which you are entitled for Clients referred up to and including the effective date of termination. For clarity, you will not be entitled to receive Commissions for any Client referrals that you generate following the effective date of termination.
- 20.2 We reserve the right to retain your Commissions for a period of thirty (30) days following termination of these Terms in the event of a dispute under Section 9. At the end of thirty (30) days, we must elect to either pay the Commissions to you or continue with the dispute resolution process.
- 20.3 Following termination of these Terms for any reason, you must:
- a. immediately stop promoting us, our Products and your participation in the IB Program;
 - b. withdraw from publication any Promotional Material or activities related to us;
 - c. not at any time do anything (including making statements in any form) that may cause loss or damage to us or our Related entities, employees, partners, suppliers or any other third party related to us.
- 20.4 By accepting these Terms, you agree that:
- a. we reserve the right to retain our relationship with Clients and are entitled to take any actions that we consider necessary to retain that relationship; and
 - b. if we terminate these Terms under Section 19, your entitlement to any accrued but unpaid Commissions will be voided and those Commissions will not be paid to you.

21. Changes to these Terms

- 21.1 We reserve the rights to amend these Terms at any time without giving you prior notice. We will notify you of any such changes by emails within five (5) business days.

22. Force Majeure

- 22.1 Force majeure parties accept the circumstances that neither party could not reasonably or logically be anticipated or foreseen. Circumstances beyond the conventional, political, natural, or any other areas. Include, but are limited to: war, global diseases, natural disasters, fires, floods, industrial accidents and other disasters, failures of communication power supply (or power lines), terrorist acts, riots, etc.
- 22.2 The parties are relieved from liability for failure to comply or not comply fully with this agreement, if these actions (or inactions) have caused a force majeure.
- 22.3 We may, in our reasonable view, determine that a Force Majeure Event exists, in which case we Swift Trader will, in due course, take reasonable steps to inform you.
- 22.4 If we determine that a Force Majeure Event exists (without prejudice to any other rights contained herein) we may without prior written notice and at any time take or omit to take all such actions as we deem to be reasonably appropriate in these circumstances.
- 22.5 In the absence of written notice of the occurrence of force majeure, the party loses the right to invoke the above circumstances, as force majeure.

23. General

- 23.1 These Terms and any information relating to your IB Program provided to you by email, phone or website from time to time, contain the whole agreement between you and us in relation to the IB Program.
- 23.2 Any representations or warranties made by Swift Trader Employees before your participation to the IB Account opening was approved are not effective unless expressly set out in these Terms. Any waiver of our rights or powers under these Terms may only be given in writing signed by an authorised employee.
- 23.3 If any part or provision of these Terms are void, not enforceable or illegal in a jurisdiction, that part or provision does not apply in that jurisdiction. However, the reminder of the Terms continues to operate in that jurisdiction unless this would alter the basic agreement between you and us, in which case we can terminate your participation in the IB Program at our option.
- 23.4 STL shall be entitled to deduct and withhold from any Commission any tax or other amount required by any law or regulation to so deduct or withhold and any other amount payable by the Introducing Broker to STL under this Agreement.

24. Assignment

- 24.1 We reserve the right to transfer the benefit of these Terms at any time to one of our Related entities without your consent.
- 24.2. You must notify us of any material change in your assignment, control or structure or ownership in writing. We reserve the right to request an additional information in accordance with the Applicable Laws and any change will be subject to approval. We reserve the right to terminate if the requirements are not met.

25. Governing Law and jurisdictions

25.1 These Terms are governed by the laws in force in the Comoros Unions and the competent courts for settlement of any dispute which may arise between us shall be the courts of the Comoros Unions.

26. Definitions

In this Agreement, unless the context otherwise pledges, the following expressions have the meanings defined opposite each of them:

“Account”	The uniquely assigned trading account created for a specific Client when they register with us via our website www.swifttrader.com .
“Applicable Laws”	All laws of MISA, statutes, procedures, standards and codes of practice that apply to us and our Products, as updated, replaced or amended from time to time.
“Business Day”	A day which is not a Saturday, Sunday, public holiday or bank holiday in Comoros.
“CFDs”	Contract for Differences that we offer to Clients under the Terms and Conditions.
“Client”	An individual or an entity that you refer to us, and which successfully registers and is approved for an account.
“Clients’ Terms and Conditions”	The relevant agreement(s) between us and a Client in effect from time to time.
“Confidential Information”	All party’s information which is by its nature confidential, is designated by that party as confidential or which the other party knows or reasonably ought to know is confidential. In the case of Swift Trader, this includes information relating to our business systems and processes, the contents of these Terms and Client Personal Information.
“Effective Date”	The date the Agreement comes into effect.
“Effective Date of termination”	The date upon which the Agreement is terminated.
“Commissions”	Commissions that we will pay you in respect of each Client in compliance with these Terms, as notified to you when you started participating in the IB Program, and as varied from time to time under Section 8.
“Force Majeure”	Any Section beyond a party’s reasonable control, including but not limited to acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, restrictions or prohibition of any government or semi-government authority.
“MISA”	Mwali International Services Authority
“IB Account”	The IB profile and campaign whereby you refer Clients to us.
“IB Wallet”	The Wallet in which we pay referral Commissions.

“IB Program”	The Swift Trader’s Introducing Broker Program.
“IB Services”	Any ongoing services that you provide to Clients in connection with the IB Program, as verified by you during the IB Account opening process and subject to any regulatory requirements as well as any guidelines issued by us from time to time.
“Immediate Family”	Parent, spouse, sibling, child or any individual related by blood whose close association is an equivalent of a family relationship.
“Intellectual Property Rights”	All rights and interests in any patents, rights to interventions, copyright and related rights, moral rights, trademarks, trade names and domain names, website content, right in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights or forms of protection which may now or in the future subsist in any part of the world.
“Loss or Claim”	In relation to any person, a damage, loss, cost, expense or liability incurred by person, or a claim, action, proceeding or demand made against the person, however, arising and whether present or future, fixed or unascertained, actual or contingent.
“Personal Information”	Any information or opinion that identifies or could reasonably identify an individual, whether or not that information is true. Personal information includes names, addresses and another contract information.
“Products”	Any derivative instruments including the CFDs that we offer to Clients from time to time under the Clients’ Terms and Conditions.
“Promotional Material”	All written material generated by you for the purpose of conducting the Services, published written texts, compliance and procedures memoranda and manuals, training materials, advertisements, research reports, correspondence to Clients or prospective Clients, as well as newsletters and generally anything written that assists in the solicitation process.
“Related entities”	Any other affiliated Company.
“Related parties”	Any member of your immediate family. Any individual, corporation, partnership, joint venture, trust and any other organisation directly or indirectly controlling, controlled by or under common control with you.
“Restricted Regions”	Any countries from where do not accept any clients due to regulatory restrictions as notified to you through via our website and/or our Marketing Team.
“Terms”	These Terms and Conditions which govern the IB Program.
“Territory”	Any state or country outside of the Restricted Regions.
“Trading Platform”	Any of the online trading platforms we provide to Clients to trade our Products online.
“Transactions”	A Clients’ purchase or sale of a Product via any of our Trading Platforms.

APPENDIX A

- A) You are entitled to receive Commissions, as detailed in Section 8, for every Client referral that meets the requirements mentioned in this Agreement.
- B) The Company may review its Commissions, frequency of payment and referral criteria under the IB Program at our discretion. After any change, you will reserve the right to terminate these Terms as per Section 19.
- C) Commissions structure for IBs:

Rank	Commission/lot*	Active traders	Trading volume
Bronze	3USD	1-9	
Silver	5USD	10-19	\$30m USD
Gold	7USD	20-29	\$90m USD
Platinum	9USD	30-49	\$180m USD
Elite	10USD ※ 12USD for XAUUSD	50+	\$300m USD

*These Commissions are paid on FX Majors.

For any further information regarding our IB Agreement please visit our website or contact our Partners Department at jpsupport@swifttrader.com.