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WISUNO LIMITED

INTRODUCING BROKER AGREEMENT

CONTACT US



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Office 12, 3rd Floor, IMAD Complex, Ile Du Port,
Mahe, Republic of Seychelles

INTRODUCTION

This Introducing Broker Agreement (the “**Agreement**”) is made between **WISUNO LIMITED** (referred to as the “**Company**” “**us**” “**we**” “**our**” “**ours**” or “**ourselves**” as appropriate) and Introducing broker (referred to as “**you**” or the “**IB**”).

WISUNO LIMITED is a Securities Dealer Entity authorized and regulated by the Financial Services Authority of Seychelles under license number **SD178** with a registered address at Office 12, 3rd Floor, IMAD Complex, Ile Du Port, Mahe, Seychelles.

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 contracts for difference (CFDs) in accordance with the terms set forth in this Agreement.

APPOINTMENT

1.1 By accepting these Terms, you agree that:

- These Terms do not give you an exclusive right or privilege to assist us in providing products to Clients. We may enter into similar arrangements with other introducers.
- We may solicit referrals on terms that may differ from those contained in these Terms or contract with third parties similar to or competing with you.
- You shall have no claims to commissions originating from Clients that have not been referred solely by you in compliance with these Terms.

REGULATORY REQUIREMENTS

2.1 By accepting these Terms, you agree that:

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

YOUR OBLIGATIONS

3.1 By accepting these Terms, the IB must:

- Have sufficient knowledge of the scope of services and facilities provided by the Company and hold a general understanding of international financial markets.
- Comply with all applicable laws, including any regulatory license requirements that may apply to you in respect of your participation in the IB Program.
- Perform your duties in accordance with good business customs and professional ethics and integrity, observe the financial customer's person and inform customers fully and appropriately about the terms for use of those services or products.
- Create a live trading account with the Company and deposit the minimum deposit amount.
- Familiarize yourself with the information published on the official information resource of the Company's website independently and inform customers about important changes.
- Fully and clearly disclose to each Client the commissions you are entitled to receive from us under the IB Program.
- Carry out any IB services for Clients with transparency, honesty, professionalism, due care, and skill in accordance with these Terms.
- Guarantee the legitimacy and authenticity of all agreements and documents provided to the Company on behalf of the Client.
- Not disclose any information regarding transactions, deposit sizes, personal data, or other sensitive customer data of the Company to third parties, as well as any non-public information obtained while working with the Company, during the contract and for three years after its dissolution.
- Not distribute false or unconfirmed information about the Company.
- Use the Company's trademarks, slogans, and other intellectual property only with prior written agreement and/or consent from the Company.
- Adhere to applicable laws regarding privacy or data protection in your jurisdiction, maintain business records of each Client referral, and provision of IB Services for at least seven (7) years.

ELECTRONIC ACCESS AND YOUR WEBSITE

4.1 By accepting the Terms, you agree to:

- Provide Clients with necessary electronic means to access our website to enable them to register for our products.
- Ensure that your website's content is up-to-date and states accurate information about us.
- Not market to potential Clients on any site where we promote our website unless pre-approved by us.
- Not engage in illegal, misleading, or deceptive conduct or do anything that may cause loss or damage to us or our reputation.

CLIENT MONEY

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

- Accept any money, securities, or other property to margin, guarantee, or secure any Client transaction.
- Give instructions to transfer funds in or out of a Client's Account unless authorized in writing by the Client.

COMPANY'S OBLIGATIONS

6.1 The Company undertakes to:

- Offer its customers real trading accounts under general conditions in accordance with the "Terms of Business" specified in this Agreement.
- Subject to your compliance with these Terms and each Client's acceptance of the Clients' Terms and Conditions, pay you the agreed commissions.
- Provide you with monthly statements of trading volume detailing commissions paid to you in the previous month's period upon request.
- Collaborate with you on referral initiatives.
- Provide you with marketing and promotional materials subject to pre-approval by the Company's Compliance Department. ONEY

REFERRAL CRITERIA

7.1 In consideration for each Client referral and subject to your compliance with these Terms and guidelines provided during the IB Program, you will not be entitled to commissions unless:

- The Client is a resident in the Territory and complies with the Clients' Terms and Conditions and onboarding process.
- The Client has been introduced by you.
- The Client did not hold any account prior to the commencement date of your IB Account.
- The Client is active (engaged in trading activities) within the last six (6) months.
- The Client's details have never been provided to us by any third party.
- The Client is not a member of your immediate family or a Related Party of you.
- The Client or your IB Account is not linked to any fraudulent or illegal activity.

PAYMENT OF COMMISSIONS

8.1 Commissions are calculated based on each Client's trading volume on a monthly basis.

8.2 Your commission entitlements will be notified to you when you join the IB Program.

8.3 All commissions are subject to conversion rates based on the Client Trading Account and IB Wallet currency.

8.4 The IB must create a live Trading Account and deposit the minimum deposit fee to be eligible for commission payments.

8.5 You can withdraw your revenue share commission daily (minimum withdrawal 100 EUR/USD/GBP) and affiliate payments on a monthly basis.

8.6 Commissions will be paid into your IB Wallet, from which you can withdraw using the payment methods set out on our website.

8.7 From time to time, we may perform additional due diligence and compliance checks prior to withdrawal approval.

8.8 We will not be required to pay you commissions where to do so would involve a breach of this agreement.

DISPUTE RESOLUTION

9.1 You may notify us in writing of any grievances you may have regarding our services, including fee disputes. Such notification must set out full details of the dispute.

9.2 All disputes arising between the IB and the Company are solved by negotiations.

9.3 The Company does not compensate for 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 address. 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.

YOUR RELATIONSHIP WITH US, CLIENTS, AND AUTHORITY

10.1 By accepting these Terms, you agree that:

- The relationship between us and all Clients, including transactions carried out on Clients' Trade Accounts, is governed by the Clients' Terms and Conditions.
- You are not a party to the Clients' Terms and Conditions and must not interfere with their operation.
- We will not accept any instructions from a Client unless they have accepted the Clients' Terms and Conditions, or from you on a Client's behalf unless you are duly authorized under a valid Power of Attorney.

- We will provide 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.
- We have the sole and exclusive right to process Client Personal Information and any other data relating to Clients on Clients' behalf.
- We will communicate directly with referred Clients in respect of all matters relating to their Account and any Transactions.
- All Transactions will be facilitated and concluded directly between us and Clients.
- You have no authority to facilitate or conclude any Transactions with a Client on our behalf.
- We may take any action authorized under our Clients' Terms and Conditions that we consider necessary at our sole discretion and without notice to you.
- We may, at our sole discretion with notice to you, reject any prospective Client, refuse to deal with a Client, and terminate any Clients' Terms and Conditions.

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, the Client 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.

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. Except where agreed otherwise in writing by you and us, you must not act on our behalf, make any warranties or representations on our behalf, enter into any arrangement binding us or exposing us to any liability, or hold out that you are authorized to act on our behalf.
- 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.

WARRANTIES

13.1 Each Party represents and warrants to the other Party that:

- It is a limited liability company duly incorporated, registered, and validly existing under the laws of its place of incorporation.
- It has the corporate power to own its assets and to carry on its business as it is now being conducted.

- It has power and authority to enter into and to perform its obligations under this Agreement.
- It has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement.
- 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 principles of equity.
- The execution, delivery, and performance of this Agreement will not breach or result in a contravention of any law, regulation, or authorization, its constitution or other constituent agreements, or any encumbrance or agreement which is binding on it.
- Each of its representations and warranties contained in this Agreement are correct and not misleading when made or repeated.
- 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.
- 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) at the time it was provided.

INTELLECTUAL PROPERTY RIGHTS

14.1 By accepting these Terms, you agree that:

- We will retain ownership of all Intellectual Property Rights in material we develop before or during the Terms of your participation in 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.
- You may display our trademarks and branding on your site and hold yourself out to be an IB of the Company 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.
- We reserve the right to withdraw our approval of your Promotional Material at any time. If we withdraw our approval, you must immediately stop distribution or publication of the Promotional Material.
- 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.

MARKETING

15.1 By accepting these Terms, you must ensure compliance with all applicable laws in relation to direct marketing communications with Clients. Each direct marketing communication sent to a Client in connection with the IB Program must:

- Clearly and accurately identify the individual or organization who sent the message.
- Contain accurate information about how the recipient can contact the sender.
- State a clear method of opting-out (unsubscribing in the case of email) from receipt of any further messages.
- Be sent only to Clients and individuals who have provided consent to receive communication.

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 inquiries or feedback and to promote products and services offered by us and associated third parties.

16.3 Where you collect Personal Information in respect of a Client, you must ensure all relevant personnel in your business have been adequately trained to understand and comply with your obligations under this Section. You must comply with our reasonable directions about the collection and handling of the Client's Personal Information, notify the Client that their Personal Information will be collected by us in accordance with our Privacy Policy, and use and disclose the Client's Personal Information solely for the purposes of referring them to us and providing the IB Services.

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, 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 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 compromising its right to seek damages or any other form of relief, 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.

LIABILITY

17.1 We, our related entities, officers, directors, employees, and suppliers are not responsible or liable to you or any Client for any:

- 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.
- Loss or claim relating to the provision of data by us, including via the Trading Platform, including delays, disruptions, inaccuracies, or the loss of data.
- 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.
- Delay or failure by you to perform your obligations under these Terms or your failure to perform them in a timely manner.
- Negligent or unlawful conduct on your part or the part of your employees, representatives, agents, or contractors.
- Actions or inaction of third parties (including those which may be negligent or unauthorized) relating to the IB Program or the Trading Platform.
- Trading losses suffered by Clients in connection with our products.
- 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.
- 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 from the breach or other act or omission giving rise to the relevant liability.

INDEMNIFICATION

18.1 You shall indemnify, defend, and hold harmless the 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:

- Any breach by you of any warranty, representation, or undertaking by the Introducing Broker contained in these Terms.
- The performance of your duties and obligations under this Agreement.
- Your negligence in performing your duties and obligations under this Agreement.

TERMINATION

19.1 We reserve the right to terminate these Terms immediately by providing you with written notice if:

- You do not comply with the terms set out in this Agreement.
- You are in breach of these Terms and the breach cannot be remedied.
- You cease to carry on business, are unable to pay your debts, enter into bankruptcy, or make a scheme of arrangement to your creditors.
- You or any of your officers, employees, or agents act in a way considered harmful to our reputation or interests, or likely to lead any person to reduce their level of business with us.
- You or any of your officers, employees, or agents are charged or investigated by the Financial Services Authority or any other regulator or government agency.
- We may terminate at any other time by providing you with at least fourteen (14) days written notice.

EFFECT OF TERMINATION

20.1 If these Terms are terminated, 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 commissions for any Client referrals generated following the effective date of termination.

20.2 We reserve the right to retain your commissions for thirty (30) days following termination in the event of a dispute.

20.3 Following termination of these Terms, you must immediately stop promoting us, our products, and your participation in the IB Program, withdraw from publication any Promotional Material or activities related to us, and not do anything 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 We reserve the right to retain our relationship with Clients and are entitled to take any actions necessary to retain that relationship. 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.

CHANGES TO THESE TERMS

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

FORCE MAJEURE

22.1 Force majeure parties accept the circumstances that neither party could not reasonably or logically be anticipated or foreseen, including but not limited to war, global

diseases, natural disasters, fires, floods, industrial accidents, failures of communication power supply, 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 determine that a Force Majeure Event exists and will take reasonable steps to inform you.

22.4 If we determine that a Force Majeure Event exists, we may take or omit to take all such actions as we deem 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.

GENERAL

23.1 These Terms and any information relating to your IB Program provided to you by email, phone, or website contain the whole agreement between you and us in relation to the IB Program.

23.2 Any representations or warranties made by our employees before your participation in the IB Account opening was approved are not effective unless expressly set out in these Terms.

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. The remainder 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.

ASSIGNMENT

24.1 We reserve the right to transfer the benefit of these Terms to one of our related entities without your consent.

24.2 You must notify us of any material change in your assignment, control, structure, or ownership in writing. We reserve the right to request additional information and any change will be subject to approval. We reserve the right to terminate if the requirements are not met.

GOVERNING LAW AND JURISDICTION

25.1 These Terms are governed by the laws of the Republic of Seychelles, and the competent courts for settlement of any dispute which may arise between us shall be the courts of the Republic of Seychelles.

DEFINITIONS

Account: The uniquely assigned trading account created for a specific Client when they register with us via our website.

Applicable Laws: All laws of Seychelles, 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 Seychelles.

CFDs: Contracts 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 of Business: 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 the Company, 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: The 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.

FSA: Financial Services Authority of Seychelles.

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 Company'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 inventions, 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 a 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 other contact information.

Products: Any financial 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 affiliate company.

Related Parties: Any member of your immediate family, any individual, corporation, partnership, joint venture, trust, and any other organization directly or indirectly controlling, controlled by, or under common control with you.

Restricted Regions: Any countries from where we do not accept any clients due to regulatory restrictions as notified to you through 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 Client's purchase or sale of a product via any of our Trading Platforms.

