

Introducing Broker Agreement

This is a legal contract (hereafter the “Agreement”) between COMMO T Co. Ltd., (hereafter the “Company”) a corporation organized under the laws of the Kingdom of Cambodia, and the party or parties Name.....Address Identity Card or Passport No....., Registration No (in case of legal entity), Date, Contact Number, Email (hereafter the “IB”) executing the Agreement. In consideration of the Company agreeing to provide to the Clients introduced by the IB (hereafter the “Introduced Clients”) services with respect to the derivatives products transactions, IB agrees with the following: The Company assumes no liability for any representations made by the IB in the course of marketing the Company’s services. This Agreement does not constitute an agency agreement between the Company and the IB, and the IB is not authorized to act on behalf of the Company.

1. The Responsibility of the Introducing Broker

The IB may refer/introduce any Clients to the Company for the purpose of enabling Clients to trade FOREX/METALS/CFDs (derivatives) through the electronic platforms provided by the Company. IB 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. IB acknowledges that he will comply with all current and prospective rules and regulations promulgated by all relevant regulatory bodies.

2. Proof of Referral IB

Proof of Referral IB shall use the documentation, terms, and conditions provided by the Company when introducing the Clients that open accounts in the Company. Evidence of the fact that the Client has been referred by the IB shall be provided by the Client in the following way: the IB’s name must be present in the “Referral Information” section of the Introduced Client’s’ account application. Documents prepared specifically for the IB shall have this field automatically filled in; however, the Introduced Clients using non-IB-specific documents must fill this field in themselves. Failure to do so shall cause such Introduced Clients to be registered without an IB.

3. Disclosure to the Introduced Clients

The IB shall disclose to the Introduced Clients that he or she is the IB of the Company, and is not, in fact, employed by or affiliated with the Company. The IB and the IB’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. The IB 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. The IB must also inform the Introduced Clients that third-party deposits are not allowed. 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’s website (if any) and account opening documentation. The Company may, in its absolute discretion, accept or decline the Client’s application to open a live trading account with the Company.

4. The Introduced Client’s Rights

In case of necessity, the Introduced Client may leave the group of his or her IB and/or move his or her profile and/or trading account(s) under another IB. The Company shall not interfere with the Introduced Client’s decision. 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: info@commot.asia. In order to move the profile and/or trading



account(s) to another IB group, the Introduced Client shall send a request to info@commot.asia mentioning trading account(s) numbers, if any, and the new IB account number. The Company reserves the right to resolve disputable situations between the Introduced Client and the IB(s).

5. Adherence to the Code of Conduct

The IB shall strictly adhere to the Company's code of conduct and ethical standards, making only honest and accurate representations about derivatives trading services offered by the Company.

6. Termination

Under normal circumstances, termination of this Agreement may be initiated by either party, by giving ten (10) days written notice to the other. 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;
- misrepresentation of the IB/Agent as a primary broker or market maker, member of a regulatory agency, employee or representative of the Company;
- claims of endorsement by any regulatory agency;
- fraudulent claims to guaranteed returns from derivatives trading;
- false representation as to success in derivatives trading or as to returns that may be earned;
- any other misstatement about the Company or the derivatives investment.

In such cases, the Company reserves the right, at its sole discretion, to exclude the IB from the IB Program and/or other IB related programs, including, but not limited to, self-compensation and Sub-IB programs, for the violation of the IB Agreement terms, without prior notice. The Company, at its sole discretion, may deny any repeated requests for the participation of the IB in any IB related programs.

7. Compensation

7.1. The Company shall compensate the IB for trading volume generated by the Introduced Clients referred by this IB, as per the IB Compensation Schedule stated on Appendix 1. The compensation schedule may be changed by the Company at its sole discretion, after providing the IB with at least ten (10) day's written notice. The IB shall remain eligible to receive a commission generated by the trading volume of the Client referred by this IB, except in the event of termination of this Agreement by the Company for the IB's breach of the provisions of this Agreement. The IB understands that the Company reserves the right to cease commission payments, at its sole discretion, if the Company determines that the IB 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. Furthermore, the IB understands that the Company, at its sole discretion, may not provide compensation for trades generated by the Introduced Clients, which do not fall under the definition of "qualified trades" stated on the website. The IB may receive compensation only for the Introduced Clients from his or her IB Group. The Company shall not be responsible for taxes of any kind levied by any federal, state, county, or city governments assessed against the IB, resulting from or arising under this Agreement. IB and Sub-IB commission always rounded in accordance with arithmetic rules to the last digit available at the IB account.

7.2. In case the IB account is placed to the archive, the IB commission charged during this period may not be compensated.



8. Sub-IB

8.1. The Company provides a multi-tier compensation system. An Introducing Broker, that refers another IB to his or her group, becomes a Master-IB, while a referred IB becomes his or her Sub-IB. Each Introducing Broker can be at both levels of the program and be the Master-IB and the Sub-IB simultaneously: the Sub-IB that refers another IB to the Company, becomes a Master-IB for his or her Introduced Clients; if a referred Client brings a new Client to the Company, the referred Client becomes Sub-IB and his or her IB becomes Master-IB.

8.2. Both, the Master-IB and the Sub-IB, shall automatically agree to the terms of this Agreement the moment they become Introducing Brokers. The Company shall not be liable for any agreement made between the Master-IB and his Sub-IB.

8.3. Master-IB receives the IB commission from the qualified trades of his or her referred Clients and Sub-IBs and the Sub-IB commission from trades of the Clients, referred by his or her Sub-IB. The IB and Sub-IB commission is fully covered by the Company. The size of the IB and Sub-IB commission falls under the IB Compensation Schedule stated on the Company website.

9. Minimal IB's and Client's Activity

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

10. Withdrawing of Compensation

The trading platform used by the Company is equipped with a back office reporting functionality which allows the IB to generate reports of trading volume produced by their Introduced Clients, as well as the amount of commission owed to the IB by the Company. The withdrawal request shall be processed according to the Company's withdrawal rules and conditions.

11. Compensation Disputes

If the IB wishes to dispute the number of trades or compensation, indicated in the trading platform's reports or in the Trader's Room reports for the previous months, the IB may do so within thirty (30) calendar days. Failure of the IB to notify the Company of his or her disagreement with the information provided by the trading platform or in the Trader's Room within this allotted time period shall constitute conclusive evidence of the IB acceptance of such information. After thirty (30) calendar days the IB's disputes for prior months shall not be accepted.

12. Proprietary Information

The IB shall have no right, claim, or ownership interest in the proprietary information of the Company. The IB specifically acknowledges that the information imparted by the Company to IB is confidential and has been developed by the Company through the expenditure of substantial skill, time, effort and money. The IB 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. The IB will not copy, modify, decompile, reverse engineer, or make derivative works of the above material or intellectual property.



13. Promotional Materials

The IB must discuss with and receive approval from the Company of his or her any marketing campaigns and promotions. 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 derivatives trading or otherwise misinforms the Introduced Client about the financial risk of leveraged trading and/or trading on margin. If the IB runs or operates a website or websites for the purpose of acquiring the Introduced Clients for the Company, the IB agrees to be liable for the information posted on his or her website and agrees to list the websites' URLs hereafter. The IB agrees to provide the Company with timely information about additions to or changes in his or her website content. The IB will provide the Company with the URL of any new website he or she may launch.

14. High-Pressure Sales Tactics

The IB is prohibited from employing high-pressure sales tactics against the Introduced Clients referred to the Company. The IB acknowledges that the IB's Introduced Clients are the Clients of the Company and that the Company has the right to contact the IB's Introduced Clients as it would any other of its Clients; and specifically to verify that no misrepresentations or any other improprieties have been employed in encouraging the Introduced Client to open an account or to trade with the Company.

15. Term

The term of this Agreement shall be for a period of twelve (12) months, commencing on the date of this Agreement is accepted by the IB and will be automatically extended until further notification. In the event of termination of this Agreement for any reason, the IB shall promptly destroy all of the information and materials the IB obtained or received from the Company as a result of the relationship created by virtue of this Agreement, or return them to the Company if requested to do so.

16. Amendment

This Agreement may be amended at any time by the Company. This Agreement shall be interpreted under the laws of the Kingdom of Cambodia without regard to its conflicts of laws and principles. Venue for any dispute between the parties hereto shall be limited to the Arbitration Court in the Kingdom of Cambodia, and each of the parties hereby consents to jurisdiction over it in those courts as to any dispute under this Agreement.

17. Language

This Agreement, as well as company terms, conditions, and policies, may be translated into other languages but, in the event of any inconsistency or ambiguity as to the meaning of any word or phrase in any such translation, the English text shall prevail.

Signature or thumbprint and full name and stamp
(for legal entity) of the IB

Signature or thumbprint and full name and
stamp of the Company

Full name

Full name

Date

Date

