



INTRODUCING BROKER AGREEMENT

1. Introduction

- (a) This Introducing Broker Agreement (“Agreement”) is entered by and between Tattvam Markets Ltd with Company no 16156 (hereinafter called the “Company”) and the company or the individual whose name and address appear at the end of this agreement (hereinafter called the “Introducer Broker” or “IB”). The Company and the IB shall be sometimes referred to herein as the “Parties”.
- (b) This Agreement, as amended from time to time, sets out the terms and conditions between the Company and the IB, who, acting in accordance with the laws of the jurisdiction in which the IB and Existing Customers are resident, will solicit customers to trade including but not limited to contracts for differences, denominated instruments, options, commodities, and any other financial transaction(s), and who will introduce the said customers to the Company.
- (c) The IB is engaged in the business of soliciting customers in respect of financial services transactions and, if required under applicable laws and regulations, is registered as an introducing broker, or in some other capacity which authorizes the IB to undertake and provide to the Company the services contemplated under this Agreement.

2. Commencement

- (a) This Agreement will commence on the Effective Date and will continue unless or until terminated by either Party.

3. Compliance

- (b) The IB acknowledges that its principals have read and understood the Company’s Terms and Conditions, which may be modified from time to time.



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- (c) The IB represents and warrants that all actions to be performed by it under this Agreement will comply with all laws, regulations, ordinances, organizational documents or rules applicable to the IB or to the jurisdiction in which the IB or its customers are resident or carry-on business.
- (d) The IB represents and warrants that, in respect of the services contemplated under this Agreement, it shall comply with all applicable laws, statutes, regulation and codes relating to the Securities Law, by, amongst other things:
 - i. promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the IB in connection with the performance of this Agreement;
 - ii. ensuring that any officer, employee, agent, representative or such other person connected to the IB complies with the Relevant Requirements.
- (e) The IB will supply details and evidence of its status and business and of the licensing and/or authorization requirements applicable to the IB's activities at the Company's request.
- (f) The IB agrees that all Promotional Materials and the IB's website content relating to the Company and its services must be reviewed and approved.
- (g) The IB agrees that it must not accept funds from the customers but must instruct the customers to deposit/ wire transfer funds directly to the Company's bank accounts.
- (h) The IB undertakes that it will not use the name or brand, any Proprietary Property or Proprietary Information or the trading platform of the Company in its dealings with any customer of the IB except for the purpose of soliciting customers to become customers of the Company and, once a customer has been introduced to the Company by the IB, only so long as the customer continues to have a trading account with the Company and solely for that purpose. The IB will not hold or operate a trading account for any



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customer of the IB in its own books or carry on any trades for any customer in respect of any matter for which the Company provides services to the customer pursuant to the Operative Agreements unless the IB is duly authorized or licensed to do so under the laws applicable to the IB or to the jurisdiction in which the IB or its customers are resident. The IB further agrees not to hold out or represent that any person is a customer of the Company in respect of any trading activity unless they hold trading account(s) in the books of the Company and such trades are conducted through such account(s).

- (i) The IB agrees that it will not in any way represent to any Prospective Customer or Existing Customer that the Company will guarantee such customer against loss or limit the loss of such customer and that it will not call for or attempt to collect required Initial Margin and/or Necessary Margin as established by the Company.
- (j) The IB will promptly advise the Company of any regulatory and/or legal investigation or illegal interference into its commercial affairs and will disclose to the Company details of any past sanctions imposed on the IB.
- (k) The Company shall be responsible for providing Customers with any disclosures required under applicable law and regulations. If the IB is required under applicable laws and regulations to provide certain disclosures, the IB will be responsible for providing such disclosures.

4. Discretionary Authority

- (a) The IB represents and warrants that the provision of Discretionary Services by the IB to its customers will not violate any law, regulation, ordinance, charter, by-law or rule applicable to the IB or to the jurisdiction in which the IB or its customer is resident.
- (b) The IB represents and warrants that it will not provide any Discretionary Services, nor will the IB permit any of the IB's employees or consultants to exercise any Discretionary



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Services over the customers' accounts, without first obtaining a signed power of attorney or trading authorization from the customer. Furthermore, the IB agrees that, in the absence of a valid power of attorney or acceptable trading authorization, every action taken on behalf of customers' accounts will be expressly authorized by the customers and that authorizations to place/modify/delete Orders or open/close positions will be electronically recorded prior to transmission to the Company.

5. Commissions Payout

- (a) The Company shall pay to IB its Commission Payout as set out in Annexure 1 (refer to point "g") to this Agreement.
- (b) The Company has the right not to pay to the IB the commission payout for Completed Transactions if:
 - i. the Company feels that Transactions are being opened and closed just for the benefit of earning compensation for the IB (sometimes called churning).
 - ii. the Company reasonably believes that some form of market abuse or regulatory breach may have taken place or may result from the Completed Transaction.
 - iii. the Company feels that the Transactions opened or closed by the clients are executed outside the Company's client agreement.
- (c) The Company will pay commissions to the IB for completed trades in real time, save where the company has notified the IB otherwise by Written Notice. The Company reserves the right to alter or amend this clause at any time upon Written Notice to the IB.

6. Principal Income Profit Sharing

- (a) The Company shall profit share with the IB on principal trading income as set out in Annexure 2 (refer to point "g") to this Agreement.



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- (b) Principal income sharing will be done with the IB on all the profits earned from a direct result from transactions carried out by its clients.
- (c) The Company shall share the profits that are deemed to be calculated on every 15th day of the month.
- (d) The Company has the right not to pay to the IB the profit
- (e) sharing for Completed Transactions if:
 - i. the Company reasonably believes that some form of market abuse or regulatory breach may have taken place or may result from the Completed Transaction.
 - ii. the Company feels that the Transactions opened or closed by the clients are executed outside the Company's client agreement.
- (f) The Company shall share the profits that are deemed to be calculated on every 15th day of the month for completed trades in real time, save where the company has notified the IB otherwise by Written Notice. The Company reserves the right to alter or amend this clause at any time upon Written Notice to the IB.
- (g) **Note:** For further information on **Annexure 1** and **Annexure 2** contact customer support team at onboarding@tattvammarkets.org

7. Introduction of customers

- (a) Each customer introduced to the Company by the IB must be eligible to become a customer of the Company and must open a trading account with the Company by;
 - i. completing the Company's "Online Application Form", or
 - ii. sending to the Company a completed, signed and dated copy of the "Offline Application Form" to Open a Personal/Corporate Trading Account, and by providing:

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- iii. documents proving the customer's identity and address in respect of an Individual Trading Account, or
 - iv. requested company documentation, shareholders' details and directors' proof of address and identification in respect of a Corporate Trading Account.
- (b) The Company has the right to reject any potential customer who does not meet the criteria detailed in the Company's internal compliance procedures and the IB hereby agrees that all new account applications must be approved by the Company in writing before trading can commence.
- (c) All customers of the IB as of the date of this Agreement and introduced to the Company during the course of this Agreement, remain clients of the Company upon termination or cessation of this Agreement. The IB shall not interfere with the customer's right to maintain the customer's account with, or transfer the customer's account to or from, the Company.

8. Limitations of liability and indemnity

- (a) The Company will not be liable for any loss or expense incurred by the IB in connection with, directly or indirectly arising from, the acts, omissions or negligence of any third party.
- (b) The IB will indemnify the Company and keep the Company indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which the Company suffers or incurs as a direct or indirect result of any act or omission of the IB in connection with its relationship with the Company or any customer introduced by the IB to the Company or any failure by the IB to perform any of the IB's obligations under this Agreement or any breach of any provision of this Agreement including Introducing Broker Agreement.



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- (c) the Company shall in no circumstances be liable to the IB for any consequential direct or indirect losses, loss of profits, loss of opportunity, costs, expenses, penalties or damages the IB may suffer in relation to this Agreement.
- (d) Subject to the terms of this Agreement, the IB agrees to indemnify and hold the Company and its Principals, shareholders, officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, costs, penalties (including those stemming from regulators) involving the IB's activities or its customers' accounts including account deficits, loss or losses and expenses (including legal fees) that the Company may sustain or become liable or answerable for or shall pay, as a result of any alleged act, practice, conduct or omission of the IB or its Principals, shareholders, officers, directors, employees, agents or representatives with respect to the customers introduced to the Company by the IB.

9. Amendment and termination

- (a) The IB acknowledges that the Company has the right to modify the terms of this Agreement, Addendum and/or Appendix at any time giving to the IB ten Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice.
- (b) The IB may terminate this Agreement by written notice at any time. The Company may terminate the Terms by providing you with at least thirty (30) days' written notice of termination unless circumstances require us to provide a shorter notice period.
- (c) The Company may terminate this Agreement with immediate effect by giving Written Notice to the IB, if:

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- i. the IB, or its principals, directors, officers and managers are convicted of a crime or serious violation of law that bears on their honesty and integrity;
- ii. the Company determines, in its sole discretion, that the IB has committed acts that are inconsistent with (i) the provisions of the Company's Terms and Conditions (ii) the material provisions of this Agreement or (iii) fair, just and equitable principles of trade;
- iii. the IB does not meet the criteria set out in Addendum and/or Appendix when applicable.

10. Personal data

- (a) The Company may use, store or otherwise process personal information provided by the IB.
- (b) By entering into this Agreement, the IB will be consenting to the transmittal of the IB's personal data.
- (c) The IB agrees that the Company may pass information about the IB which the IB has provided to other companies in the Company's group and to external companies to help the Company to process and/or analyze it as a part of fulfilling the Company's obligations under this Agreement.

11. Force Majeure

- (a) The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will, in due course, take reasonable steps to inform the IB. A Force Majeure Event includes without limitation any act, event or occurrence (including, without limitation, Market Disruption, acts or restraints of government(s) or public authorities, war, derelict weapons of war, act of god, pandemic, nuclear,



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radioactive, biological, chemical, biochemical or electromagnetic weapons or contamination, revolution, strikes, lock-outs or other forms of industrial action, fire, flood, natural disaster, explosion, unavoidable accidents, terrorist action, failure of a utility service or transport network, the suspension or limitation of trading by any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications, settlement or other equipment or systems.

- (b) If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) the Company may without prior Written Notice and at any time take or omit to take all such actions as the Company deems to be reasonably appropriate in these circumstances.

12. Taxation

- (a) The IB will be fully responsible for their own taxation.
- (b) The Company shall not be liable for any tax payments required by any and all governing authorities for any other participating party.

13. Miscellaneous

- (a) In the event that a situation arises that is not covered under this Agreement, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- (b) No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of or impair or preclude any exercise or further exercise of, that or any other

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right, power or remedy arising under this Agreement or at law.

- (c) Any liability of the IB to the Company under this Agreement may in whole or in part be released, compounded, compromised or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by the Company of a breach of any of the terms of this Agreement or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of this Agreement or a default under these terms will not prevent the Company from subsequently requiring compliance with the waived obligation.
- (d) The rights and remedies provided to the Company under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- (e) The IB shall inform the Company of any other business activities entered into by the IB during the term of this Agreement and shall provide the Company with information, as requested, regarding such activity.

14. Governing Law & Jurisdiction

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Union of Comoros
- (b) With respect to any proceedings, the IB irrevocably agrees that the courts of shall have exclusive jurisdiction to determine any proceedings.