

# NobleFXM

## IB & Partner Agreement

Effective Date: [TO BE CONFIRMED]

Version: DRAFT v1

Classification: Confidential

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NobleFXM, Ltd  
Saint Lucia International Business Company (IBC)  
Registration No. 2026-00159  
Ground Floor, The Sotheby Building, Rodney Bay, Gros-Islet, Saint Lucia

## IB & PARTNER AGREEMENT

Effective Date: [TO BE CONFIRMED]

### 1. INTRODUCTION AND DEFINITIONS

This Introducing Broker and Partner Agreement ("Agreement") is entered into between NobleFXM, Ltd ("the Company"), a Saint Lucia International Business Company (IBC) with registration number 2026-00159, and the Introducing Broker or Partner ("IB", "Partner", or "you") who has applied for and been accepted into the Company's IB/ Partner Programme.

Definitions:

- "Introduced Client" means a new client who opens a trading account with the Company as a result of the IB's marketing, referral, or introduction activities and who is properly attributed to the IB through the Company's tracking system.
- "Commission" means the fees payable by the Company to the IB in respect of qualifying trading activity by Introduced Clients.
- "IB Link" or "Tracking Link" means the unique referral URL, code, or other tracking mechanism assigned to the IB by the Company.
- "IB Portal" means the Company's online portal through which IBs can view reporting, statistics, commission accruals, and related information.
- "Marketing Materials" means any promotional content, banners, landing pages, or other materials provided by the Company to the IB.

### 2. IB PROGRAMME OVERVIEW

The Company's IB/Partner Programme allows approved partners to introduce new clients to the Company and to earn commissions based on the trading activity of those Introduced Clients. The Programme is designed for individuals, companies, and financial professionals who wish to build a partnership with the Company.

### 3. COMMISSION STRUCTURE

**3.1 The Company offers the following commission structures (as agreed between the Company and the IB at the time of programme acceptance):**

- CPA (Cost Per Acquisition): A one-time fixed payment for each Introduced Client who opens and funds a trading account meeting the qualifying criteria [SPECIFY: e.g., minimum deposit of \$X, minimum trading activity of Y lots within Z days]
- Revenue Share: An ongoing share of the net revenue generated from the trading activity of Introduced Clients [SPECIFY: e.g., X% of spreads and/or commissions generated]
- Hybrid: A combination of CPA and Revenue Share [SPECIFY: specific structure]
- Volume Rebate: A per-lot rebate based on the trading volume of Introduced Clients [SPECIFY: e.g., \$X per standard lot]

**3.2** The specific commission structure applicable to the IB will be set out in a separate Commission Schedule or communicated through the IB Portal. The Company reserves the right to modify commission structures upon [SPECIFY: e.g., 30 days] prior written notice.

**3.3 Commissions are calculated based on the trading activity of Introduced Clients on live trading accounts. Demo accounts, bonus accounts (where commission is excluded), and internal/test accounts do not generate commissions.**

[COUNSEL TO REVIEW: Confirm that commission arrangements comply with applicable regulations in the IB's jurisdiction and in the jurisdictions where Introduced Clients are located. Some jurisdictions may require IBs to be licensed or registered.]

### 4. CLIENT ATTRIBUTION AND TRACKING

**4.1** Introduced Clients are attributed to the IB through the IB Link or tracking code. It is the IB's

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responsibility to ensure that clients use the correct IB Link when registering.

4.2 Attribution is generally applied at the time of account registration. Once attributed, a client remains attributed to the IB for the duration of the client's relationship with the Company, unless:

- The IB's agreement with the Company is terminated
- The client requests reassignment (at the Company's discretion)
- The client's account was previously attributed to another IB

4.3 The Company's attribution records are final and binding. Disputes regarding attribution will be resolved by the Company in its sole discretion.

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## 5. IB OBLIGATIONS

The IB agrees to:

- Promote the Company's services honestly, accurately, and in compliance with all applicable laws and regulations
- Not make unauthorised promises, guarantees of profit, or misleading statements about the Company's services, trading conditions, or potential returns
- Not provide investment advice, portfolio management, or personal recommendations to prospective or existing clients on behalf of the Company
- Comply with the Company's marketing guidelines and brand usage policies
- Not engage in spam, unsolicited communications, or any marketing practices that could damage the Company's reputation
- Maintain compliance with all applicable laws and regulations in the jurisdictions where the IB operates, including any licensing or registration requirements [COUNSEL TO REVIEW: Specify whether the Company requires evidence of IB licensing in regulated jurisdictions]
- Not target clients in restricted jurisdictions, including the United States of America and other jurisdictions listed in the Company's Anti-Money Laundering Policy
- Clearly disclose to prospective clients the nature of the IB's relationship with the Company, including that the IB receives commissions
- Promptly report any complaints, disputes, or regulatory inquiries relating to the IB's activities to the Company

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## 6. COMPANY OBLIGATIONS

The Company agrees to:

- Pay commissions to the IB in accordance with the agreed commission structure and these terms
- Provide the IB with access to the IB Portal for tracking referrals, commissions, and performance metrics
- Provide the IB with approved marketing materials upon request
- Handle all client onboarding, KYC verification, account management, trading, and customer support directly
- Notify the IB of material changes to commission structures, policies, or terms in a timely manner

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## 7. PAYMENT TERMS

7.1 Commissions are calculated [SPECIFY: e.g., daily/weekly/monthly] and are payable [SPECIFY: e.g., on the 15th of each month for the preceding month's activity].

7.2 Minimum payout threshold: [SPECIFY: e.g., \$100]. Commissions below the threshold will be carried over to the next payment period.

7.3 Payments are made via [SPECIFY: e.g., bank wire transfer, e-wallet, cryptocurrency, or other agreed method]. The IB is responsible for providing accurate payment details.

7.4 Commissions may be clawed back if an Introduced Client's account is found to have been opened fraudulently, if the client requests a chargeback, or if the client fails to meet qualifying criteria (e.g.,

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minimum deposit, minimum lot requirement).

7.5 The IB is solely responsible for all taxes, duties, and levies arising from commission income. The Company does not withhold taxes on IB commissions unless required by law.

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## 8. INTELLECTUAL PROPERTY

8.1 The Company grants the IB a non-exclusive, non-transferable, revocable licence to use the Company's trademarks, logos, and marketing materials solely for the purpose of promoting the Company's services under this Agreement.

8.2 The IB may not modify, adapt, or create derivative works from the Company's marketing materials without prior written approval.

8.3 All intellectual property rights in the Company's brand, platforms, website, and materials remain the property of the Company.

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## 9. CONFIDENTIALITY

9.1 Each party agrees to keep confidential all non-public information received from the other party in connection with this Agreement, including but not limited to commission rates, client data, business strategies, and proprietary systems.

9.2 The IB shall not disclose any client personal data or trading information to any third party. Any handling of personal data must comply with applicable data protection laws.

9.3 Confidentiality obligations survive the termination of this Agreement.

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## 10. NON-SOLICITATION

During the term of this Agreement and for [SPECIFY: e.g., 12 months] following termination, the IB agrees not to solicit, induce, or attempt to induce any Introduced Client to close their account with the Company and open an account with a competing brokerage, except where the client independently initiates such a transfer.

[COUNSEL TO REVIEW: Assess the enforceability of non-solicitation provisions under applicable law.]

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## 11. REPRESENTATIONS AND WARRANTIES

The IB represents and warrants that:

- The IB has the legal capacity and authority to enter into this Agreement
- The IB will comply with all applicable laws and regulations in the conduct of IB activities
- The information provided by the IB to the Company is accurate, complete, and current
- The IB is not currently subject to any regulatory sanctions, enforcement actions, or criminal investigations that would affect the IB's ability to perform under this Agreement

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## 12. INDEMNIFICATION

The IB agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from or in connection with:

- The IB's breach of this Agreement or any applicable law
- The IB's marketing activities or representations to prospective clients
- Any claim by a third party arising from the IB's conduct

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## 13. TERMINATION

13.1 Either party may terminate this Agreement at any time by providing [SPECIFY: e.g., 30 days] written notice to the

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other party.

### 13.2 The Company may terminate this Agreement immediately without notice if:

- The IB breaches any material term of this Agreement
- The IB engages in fraudulent, illegal, or unethical conduct
- The IB's marketing activities damage the Company's reputation
- The Company is required to do so by law, regulation, or order of a competent authority

### 13.3 Upon termination:

- The IB must immediately cease all marketing activities on behalf of the Company and remove all Company branding and marketing materials
- **Accrued and unpaid commissions meeting the minimum payout threshold will be paid within [SPECIFY: e.g., 30 days] of termination**
- The IB's access to the IB Portal will be revoked
- Confidentiality and non-solicitation obligations will survive termination as specified herein

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## 14. LIMITATION OF LIABILITY

The Company shall not be liable to the IB for any indirect, incidental, consequential, or punitive damages arising from or in connection with this Agreement. The Company's total aggregate liability to the IB under this Agreement shall not exceed the total commissions paid to the IB in the twelve (12) months immediately preceding the event giving rise to the claim.

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## 15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Saint Lucia. Any dispute arising out of or in connection with this Agreement shall be resolved in accordance with the Company's Dispute Resolution Policy.

**[COUNSEL TO REVIEW: Assess whether the governing law and dispute resolution provisions are appropriate and enforceable for IBs in key jurisdictions.]**

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## 16. AMENDMENTS

The Company reserves the right to amend this Agreement at any time. Material amendments will be communicated to the IB via email or through the IB Portal. Continued participation in the Programme after the effective date of any amendment constitutes acceptance of the amended terms.

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## 17. CONTACT

For questions about the IB/Partner Programme, please contact the Company at [partnerships@noblefxm.com](mailto:partnerships@noblefxm.com) or [compliance@noblefxm.com](mailto:compliance@noblefxm.com).