



# **IB Agreement**

# **Prime Codex LLC**

Suite 305, Griffith Corporate Centre, Beachmont,  
Kingstown, Saint Vincent and the Grenadines

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Saint Vincent and the Grenadines

## **IB Agreement**

This is a legal contract between Prime Codex LLC. (hereinafter referred to as Prime Codex) and the party (or parties) executing this document. In consideration of Prime Codex agreeing to provide to Clients introduced by Introducing Broker (hereinafter referred to as IB) services in connection with the purchase and sale of foreign exchange contracts, IB agrees as follows: Prime Codex assumes no liability for any representations made by IB in the course of marketing Prime Codex's services. The following agreement does not constitute an agency agreement between Prime Codex and IB, and IB is not authorized to act on behalf of Prime Codex.

### **1. THE RESPONSIBILITY OF THE INTRODUCING BROKER**

The Introducing Broker may refer/introduce any party to Prime Codex for the purpose of enabling that party to trade foreign exchange contracts through the electronic platform provided by Prime Codex. IB is responsible for being fully versed in all available Prime Codex forms, documents, procedures, and practices, in order to be an informative and helpful resource for Introduced Clients. IB acknowledges it will comply with all current and prospective rules and regulations promulgated by all relevant regulatory bodies.

### **2. PROOF OF REFERRAL**

IB shall use documentation, terms and conditions provided by Prime Codex when introducing clients to Prime Codex that open accounts with Prime Codex. Each client referred by an IB must use the IB's referral links to register a profile. Failure to do so shall cause such Clients to be registered without an IB.

### **3. DISCLOSURE TO CLIENTS**

IB shall disclose to Clients that they are an IB of Prime Codex, and not, in fact, employed by or affiliated with Prime Codex. IB and IB's employees shall make no attempt to deceive or confuse Clients into thinking that they are employed by or affiliated with Prime Codex. IB shall disclose to clients that IB is compensated by Prime Codex for its referral of Introduced Clients based on Introduced Clients' volume of trading activity. If IB is compensated by additional commission on Introduced Clients' accounts, Introduced Clients must be clearly notified of this as well, and must consent to the commission by placing their signature upon the Referral Addendum document describing such commission. IB must also inform clients that third-party deposits are not allowed.

All of the above disclosures must be announced to clients at least, but not limited to, through placing prominent disclosures upon the IB's website and account opening documentation. Prime Codex may, in its absolute discretion, accept or decline Introduced Client's application to open a live trading account with Prime Codex. The IB shall be notified by Prime Codex, whether or not the application was approved or declined, within 5 business days of receipt of the application.

#### **4. ADHERENCE TO CODE OF CONDUCT**

IB shall strictly adhere to Prime Codex's code of conduct and ethical standards, making only honest and accurate representations about foreign exchange services offered by Prime Codex.

#### **5. TERMINATION**

Under normal circumstances, termination of this Agreement may be initiated by either party, by giving one (1) day written notice to the other. Any commissions earned by IB's Introduced Clients will continue to be paid to IB until the end of the current month. However, in the case of IB's misrepresentation of this Agreement, of Prime Codex's business, or of spot foreign currency trading to any party, including, but not limited to misrepresentation of IB as a primary broker or market maker, member of a regulatory agency, employee or representative of Prime Codex, claims of endorsement by any regulatory agency, fraudulent claims to guaranteed returns from spot foreign currency trading, false representation as to success in trading foreign currencies or as to returns that may be earned, or any other misstatement about Prime Codex or the spot foreign currency business, Prime Codex, at its sole discretion, may terminate this Agreement, including all benefits to be earned by IB under this Agreement, without prior notice. In the case of termination due to aforementioned violations, IB shall be notified within 5 business days, and any commission earned for that month shall be forfeit.

#### **6. WITHDRAWING COMPENSATION**

The trading platform used Prime Codex is equipped with a reporting functionality which allows IBs to generate reports of trading volume generated by their Introduced Clients, as well as amount of commission owed to IB Prime Codex. IBs may withdraw compensation for prior months by providing the withdrawal request from their personal Trader's Cabinets directly, claiming the amount indicated in the generated reports. Prime Codex shall provide compensation to the IB's legal name according to common withdrawal terms. No third party transactions will be processed.

## **7. COMPENSATION DISPUTES**

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

## **8. PROPRIETARY INFORMATION**

IB shall have no right, claim, or ownership interest in the proprietary information of Prime Codex. IB specifically acknowledges that the information imparted in the Prime Codex to IB is confidential to Prime Codex and has been developed by Prime Codex through the expenditure of substantial skill, time, effort and money. IB will 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 Prime Codex without the prior written approval of Prime Codex. IB will not copy, modify, de-compile, reverse engineer, or make derivative works of the above material or intellectual property.

## **9. PROMOTIONAL MATERIALS**

IB agrees to submit to Prime Codex copies of all printed, electronic, and other forms of promotional and marketing material at least ten (10) business days prior to its use by IB. Prime Codex reserves the right to veto the use of this material if Prime Codex deems that the material may be misleading or falsifying the truth about currency forex trading or otherwise misinforms the Introduced Client about the financial risk of leveraged trading in currencies. If IB runs or operates a website(s) for the purpose of acquiring Introduced Clients for Prime Codex, IB agrees to be liable for the information posted on its website and agrees to list the sites' URL's hereafter. IB agrees to provide Prime Codex with timely information about additions to or changes in Website content. IB will provide Prime Codex with the URL of any new Websites it may launch.

## **10. HIGH PRESSURE SALES TACTICS**

IB is prohibited from employing high-pressure sales tactics against clients referred to Prime Codex. IB acknowledges that IB's Introduced Clients are Clients of Prime Codex and that Prime Codex has the right to contact 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 Prime Codex.

#### **11. TERM**

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

#### **12. AMENDMENT**

This Agreement may be amended at any time Prime Codex, with or without notice. This Agreement shall be interpreted under the laws of St. Vincent and the Grenadines without regard for its conflicts of laws and principles. Venue for any dispute between the parties hereto shall be limited to the courts found in St. Vincent and the Grenadines, and each of the parties hereto hereby consents to jurisdiction over it in those courts as to any dispute under this Agreement.

#### **13. PROHIBITED COUNTRIES**

As a partner, we take compliance with international laws and regulations seriously. In accordance with these laws and regulations, we would like to inform our partners that we do not conduct business activities with clients or customers based in the following countries:

Afghanistan, Angola, Antigua, Barbuda, Bolivia, Botswana, Burma (Myanmar), Cambodia, Cote d'Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo, Former, Liberian, Regime of Charles Taylor, Gambia, Guinea, Bissau, Guinea, Conakry, Iran, Iraq, Kyrgyzstan, Lesotho, Liberia, Libya, Mali, Namibia, Niger North Korea, Senegal, Sierra, Leone, Syria, Tanzania, Togo, Yemen, Zimbabwe, China, Japan, the United States, and Africa.

As an IB partner, it is important to comply with relevant laws and regulations in your jurisdiction, including those related to international sanctions and embargoes. By partnering with us, you agree to comply with all applicable laws and regulations and acknowledge that any violation of these laws may result in the termination of our partnership agreement.

Please note that this list of prohibited countries may be updated from time to time based on changes to international laws and regulations. We strongly encourage our partners to stay informed about any updates to these laws and regulations in order to ensure compliance.