

# Introducing Broker Agreement

Establish the terms and conditions  
for Introducing Brokers

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# IB AGREEMENT

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Contracts for Difference (CFDs) are intricate financial products traded on margin with elevated risk levels. Please be aware that you could lose all of or more than your invested capital. It is important to consider the risks associated with CFDs, your objectives and your trading experience, and to determine whether trading in these products is appropriate for your financial situation. Please download our Risk Disclosure Document and pursue independent advice if required. IFX does not offer financial advice.

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**IFX BROKERS™ HOLDINGS (PTY) LTD**

**(Registration No: 2017|027249|07**

**FSP No: 48021**

**(the “Company”)**

And

**(the “The Website Viewer”)**



## 1. Definitions and Interpretations

1.1. In this IB Agreement the following words shall have the corresponding meanings:

1.2. **Account:**

An account that is established for a Customer introduced to IFX Brokers™ Holdings (Pty) Ltd by the IB

1.3. **Applicable Regulations:**

The FAIS Act, including all applicable board notices;  
Any other rules of a relevant regulatory authority or any other Applicable Laws of a relevant market and all other applicable laws, rules and regulations as in force from time to time in any jurisdiction.

1.4. **Customer:**

Customer of IFX Brokers™ Holdings (Pty) Ltd who is introduced by the IB.

1.5. **Company:**

IFX Brokers™ Holdings (Pty) Ltd., a globally operating brand, inclusive of any of our affiliated companies.

1.6. **IB Agreement:**

This IB Agreement together with all schedules, written appendices, annexures, exhibits or amendments attached to it from time to time.

1.7. **FAIS Act:**

The Financial Advisory and Intermediary Services Act No 37 of 2002 as amended.

1.8. **FAIS Ombud:**

The office of the Ombud for Financial Services Providers.

1.9. **FIA:**

The Financial Institutions (Protection of Funds) Act 28 of 2001, as amended.

1.10. **FICA:**

The Financial Intelligence Centre Act No 38 of 2001.

1.11. **FMA:**

The Financial Markets Act No 19 of 2012, as amended.

1.12. **FSCA:**

The Financial Service Board or any successor organization or authority for the time being responsible for the regulation of financial service providers in the Republic of South Africa.

1.13. **Inactive IB Account:**

An IB Account is deemed inactive when no new business was accepted for a period of 60 (sixty) consecutive days.

1.14. **Parties:**

The parties to this IB Agreement – you and us.

1.15. **Rules:**

Laws, articles, regulations, directives, procedures and customs as in force from time to time.

1.16. **Services:**

The services provided by us under this IB Agreement.

1.17. **We (our, us):**

IFX Brokers™ Holdings (Pty) Ltd. is a globally operating brand and includes any of our affiliated companies

1.18. **Website:**

www.ifxbrokers.com or any other Website of the Company's trade names, as we may from time to time notify to you.

1.19. **You:**

The IB (Introducing Broker)



- 1.20. **Your Information:**  
Any information that we receive from you or otherwise obtain which relates to you, your Account or our provision or your use of the Services.
- 1.21. Any reference in this IB Agreement to "Date of Signature hereof" shall be read as meaning a reference to the date of the last signature of the IB Agreement.
- 1.22. Any reference to an enactment is to that enactment as at the Date of Signature hereof and as amended or re-enacted from time to time.
- 1.23. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the IB Agreement.
- 1.24. Expressions defined in the IB Agreement shall bear the same meanings in schedules or annexures to this IB Agreement which do not themselves contain their own conflicting definitions.
- 1.25. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.26. Reference to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s.
- 1.27. The expiration or termination of this IB Agreement shall not affect such of the provisions of this IB Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 1.28. The words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s;
- 1.29. When any number of days is prescribed in this IB Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday.

## **2. Introduction**

- 2.1. IFX Brokers™ is the trading name of IFX Brokers™ Holdings (Pty) Ltd, (Also referred to as "Company", "us", "we", "our", "ours", "ourselves" as appropriate) Our distribution and market conduct regulated by the Financial Sector Conduct Authority (Authorized Financial Service Provider number 48021). The issuance of CFD's is regulated by The Financial Markets Act, 2012. Our registered address is 79 Da Gama Road, Jeffreys Bay, 6330. Registration Number 2017 | 027249 | 07. This Introducing Broker Agreement (the 'IB Agreement) (including any Schedules), as amended from time to time, will govern all Transactions entered into between IFX Brokers™ Holdings (Pty) Ltd. and the person whose name and address appear on the attached "IB Profile Section", which is an integral part of this IB Agreement. (hereinafter 'Introducing Broker', 'IB', 'Partner(s)', yours' 'you', 'your', 'yours' and 'yourself' as appropriate).

## **3. Purpose of the IB Agreement**

- 3.1. The IB Agreement sets forth the terms and conditions of the relationship between IFX Brokers™ Holdings (Pty) Ltd and IB, who will introduce customers to IFX Brokers™ on a fully disclosed basis to trade in Foreign Exchange and Contracts for Difference.

## **4. Services of IFX Brokers™**

- 4.1. At its sole discretion, IFX Brokers™ Holdings (Pty) Ltd shall open accounts to the customers introduced by the IB, provided they meet its qualifications criteria and suitability standard.
- 4.2. IFX Brokers™ Holdings (Pty) Ltd agrees to accept instructions and orders from the Customers, and send statement of accounts and recaps to the Customers introduced by the IB.
- 4.3. Provide services to the customers introduced by the IB in accordance to the Terms and Conditions of IFX Brokers™ Holdings (Pty) Ltd Customer Agreements™.



- 4.4. Provide a license to the IB to use its IFX Brokers™ Holdings (Pty) Ltd trading software, forms, literature, newsletters, market reports and any other informational material provided by IFX Brokers™ Holdings (Pty) Ltd.

## **5. Remuneration**

- 5.1. Rebate fees and incentives to the IB are paid in accordance to the Terms and conditions of IFX Brokers™ Holdings (Pty) Ltd.
- 5.2. IFX Brokers™ Holdings (Pty) Ltd, reserve the right to cease payment of rebates, where an account shows inactivity for a period of 60 (Sixty) Days.

## **6. Services provided by the IB**

- 6.1. Introduce Customers who fully meet the qualifications and suitability standards of IFX Brokers™ Holdings (Pty) Ltd, on a fully disclosed basis.
- 6.2. Fairly and accurately describe IFX Brokers™ Holdings (Pty) Ltd business and profile according to information provided by IFX Brokers™ Holdings (Pty) Ltd.
- 6.3. Maintain ethical practices, high standard of business, and always conduct its business in such a manner so as to reflect favourably on IFX Brokers™ Holdings (Pty) Ltd.
- 6.4. Comply with any business-related instruction, terms or direction given by IFX Brokers™ Holdings (Pty) Ltd in relation to introducing broker services.
- 6.5. Keep accurate written records of all Customer Agreements, legal documents, diligence reports or any other information that may arise in the course of business with IFX Brokers™ Holdings (Pty) Ltd and provide IFX Brokers™ Holdings (Pty) Ltd with copies thereof upon request.
- 6.6. Notify IFX Brokers™ Holdings (Pty) Ltd orally and in writing upon receipt of any Customer complaints or pending or threatened action raised against IFX Brokers™ Holdings (Pty) Ltd in connection with any alleged errors, corrections, or any other matter on any Customer account.
- 6.7. Any amendment requested by you must be agreed in a formal amended IB Agreement by us. Unless expressly agreed otherwise, an amendment will not affect any outstanding Order or Transaction or any legal rights or obligations which may already have arisen. If you do not wish to accept any amendment made by us, you may by notice to us close any of your open Transactions and your Account in accordance with this IB Agreement.

## **7. Relationship between the parties**

- 7.1. The IB is strictly not authorized to act as an agent, appointed representative or as any authority of IFX Brokers™ Holdings (Pty) Ltd. For avoidance of any doubt, The IB will not make any recommendation, give advice, accept any commitment or guarantee, or accept any responsibility on any matter whatsoever for or on and behalf of IFX Brokers™ Holdings (Pty) Ltd.

## **8. Compliance, supervision, and due diligence**

- 8.1. The IB will diligently supervise the activities of its officers, employees and sales team, including its agents, to comply with IFX Brokers™ Holdings (Pty) Ltd terms as well as local regulations.
- 8.2. The IB must immediately notify IFX Brokers™ Holdings (Pty) Ltd in writing of any material claim against the IB, whether raised by a Customer or local regulatory agency.
- 8.3. The IB acknowledges that it may not accept funds from the Customers but must instruct the Customers to make payment directly to IFX Brokers™ Holdings (Pty) Ltd.
- 8.4. The IB may not conduct discretionary trading on behalf of the Customers without a written and signed power of attorney from the Customers, and as a minimum a CATII licence as regulated by the Financial Services Conduct Authority, which must be pre-approved by IFX Brokers™ Holdings (Pty) Ltd
- 8.5. The IB may not give any advice or trading recommendation to the Customers. For avoidance of any doubt, IFX Brokers™ Holdings (Pty) Ltd will not be liable to Customers or the IB for any advice, decision or recommendation given or made by the IB to any Customer, and the IB will indemnify IFX Brokers™ Holdings (Pty) Ltd from any loss or liability arising from any such advice, recommendation, default or neglect by the IB in relation to any customer services.



## **9. Marketing and advertising**

- 9.1. The IB, under no circumstances, will use the IFX Brokers™ Holdings (Pty) Ltd name, logo, or website, whether for information or educational purposes, except with the prior written authorization of IFX Brokers™ Holdings (Pty) Ltd.
- 9.2. The IB will not advertise or circulate to customers or any other person any written information concerning IFX Brokers™ Holdings (Pty) Ltd without the prior written approval of IFX Brokers™ Holdings (Pty) Ltd.

## **10. Proprietary property**

- 10.1. The IB acknowledges that the trading software provided by IFX Brokers™ Holdings (Pty) Ltd to the IB and the Customers introduced by the IB is simply to facilitate and enhance the efficiency of transacting business with IFX Brokers™ Holdings (Pty) Ltd.
- 10.2. Upon termination of this IB Agreement by either party, the IB will return to IFX Brokers™ Holdings (Pty) Ltd all proprietary property such as equipment, software and printed material.

## **11. Confidentiality**

- 11.1. IB will keep confidential and will not disclose to anyone except with the prior written approval of IFX Brokers™ Holdings (Pty) Ltd, during and subsequent to the relationship with IFX Brokers™ Holdings (Pty) Ltd, all material information it receives during the course of business with IFX Brokers™ Holdings (Pty) Ltd, including but not limited to Customer information, trade secrets, techniques, and other information relating to processes, strategies and future plans.

## **12. Indemnifications**

- 12.1. The IB agrees to indemnify and hold IFX Brokers™ Holdings (Pty) Ltd harmless from all losses, liabilities, damages, expenses claim, proceedings and attorneys' fees resulting from:
- 12.1.1. Any breach by the IB of its duties under this IB Agreement;
- 12.1.2. Any misrepresentation made by the IB herein;
- 12.1.3. Any Customer claims relating to any IB Agreement between the IB and the introduced Customers;
- 12.1.4. Any deficits on Customer accounts or the failure of any Customer to meet its obligations;
- 12.1.5. Any debts or obligations arising from the IB failing to comply with applicable local laws and regulations;

## **13. Severability**

- 13.1. Any provision under this IB Agreement that becomes invalid shall be ineffective to the extent of such invalidity, without affecting the remaining provisions of this IB Agreement.

## **14. Assignment**

- 14.1. IFX Brokers™ Holdings (Pty) Ltd may assign its rights or delegate its obligations under these Terms to a third party with written notice to the IB within 30 days of such assignment. IB grants IFX Brokers™ Holdings (Pty) Ltd the right to transfer this IB Agreement to any successor organization. The IB is not allowed to assign any of its rights or duties under these Terms to any third party.

## **15. Headings**

- 15.1. The paragraph headings in this IB Agreement are inserted for description purposes only and are not intended to limit the meaning of any of the Terms.

## **16. Entire IB Agreement**

- 16.1. This and the attached Appendixes (Where applicable) between IFX Brokers™ Holdings (Pty) Ltd and IB constitute the entire IB Agreement between IFX Brokers™ Holdings (Pty) Ltd and IB. IFX Brokers™ Holdings (Pty) Ltd have made no representations or warranties other than those expressly provided within these Terms.

## **17. Termination**

- 17.1. This IB Agreement may be terminated by either party upon thirty days written notice to the other party. During the thirty days, the Customers introduced by the IB shall be serviced by



IFX Brokers™ Holdings (Pty) Ltd and may be assigned to another IB to carry the accounts and provide IB services for the Customers. All commissions due to the IB up to the date of termination shall be paid to the IB upon clearance of any Customer obligation and settlement of all pending Customer transaction. IFX Brokers™ Holdings (Pty) Ltd may terminate this IB Agreement immediately by written notice to the IB in the event the IB does not comply with any of the following clauses:

- 17.1.1. The IB does not comply with the terms set out in this IB Agreement;
- 17.1.2. The IB, in IFX Brokers™ Holdings (Pty) Ltd sole and reasonable opinion, provides inadequate service to Customers or ceases to provide service to Customers as set out in this IB Agreement;
- 17.1.3. The IB is not in good financial standing and IFX Brokers™ Holdings (Pty) Ltd feels the company is in process of liquidation, bankruptcy, or ceases meet its obligations.

## **18. Communication and notices**

- 18.1. Notices and any other communication may be transmitted to IB via email or the address on the IB application. All communications so sent by any of the above delivery methods shall be deemed transmitted by IFX Brokers™ Holdings (Pty) Ltd, whether received by the IB or not.

## **19. No waiver or amendments**

- 19.1. No Terms of this IB Agreement may be waived or amended unless amendment is in writing and signed by both Customer and an officer of IFX Brokers™ Holdings (Pty) Ltd. No oral or implied agreement to the contrary shall be recognizable. The attachments to this IB Agreement constitute an integral part of this IB Agreement.

## **20. Force majeure**

- 20.1. IB agrees that IFX Brokers™ Holdings (Pty) Ltd will not be held liable for any costs, damages or losses caused by force majeure events, including but not limited to, government restrictions, exchange or market rulings, suspension or delay of trading, war, civil disturbances, earthquakes, strikes, equipment failure, communication line failure, system failure, unauthorized access, theft or any problem, technical or otherwise, which may prevent the IB or the Customer introduced by the IB from entering or modifying an order or prevent IFX Brokers™ Holdings (Pty) Ltd from acting on an online instruction, or other events or conditions beyond IFX Brokers™ Holdings (Pty) Ltd control, as determined and at the sole discretion of IFX Brokers™ Holdings (Pty) Ltd.

## **21. General**

- 21.1. IB acknowledges and confirms that it has read and understood the Terms in this IB Agreement and agrees on their terms and conditions.
- 21.2. Any failure by IFX Brokers™ Holdings (Pty) Ltd to enforce its rights and remedies under these Terms shall not constitute a waiver of such right or remedy.

## **22. Governing law and jurisdiction**

- 22.1. Without prejudice to any rights, all actions, disputes, claims, demands or proceedings arising directly or indirectly in connection with, out of, or related to or from this IB Agreement, shall be held, at the sole discretion of IFX Brokers™ Holdings (Pty) Ltd, only in the courts whose seat is within South Africa. IB hereby specifically consents and submits to the jurisdiction of the SA courts. IB waives any claim that IB is not personally subject to the jurisdiction of any state or federal court located within South Africa or that the venue of any such suit, action or proceeding is improper or inconvenient.
- 22.2. IB may bring no action arising out of the IB Agreement, regardless of form, more than three months after the cause of such action.
- 22.3. The IB confirms that it has read and understood the terms of this IB Agreement and explicitly agrees by requesting, accepting and using the myiFXPartners platform to be legally bound by its terms and conditions.





**23. IB Health Check (Returnable)**

Please complete all sections. If you have not done so yet, you will be required to open an IFX Profile and at least 1 live trading account. You will not be required to do any trading; however, you will need an account to collect your rebates. Submit the completed form to [partners@ifxbrokers.com](mailto:partners@ifxbrokers.com) and allow 24-48 hours for processing. The results will ensure that your partner solution is customised to best suit your operational requirements.

IFX Profile Number		My E-Mail Address			
CU					
Account Holder					
Surname		First Name		Mobile Phone No.	
If Corporate account, please state the name of the entity and nr of directors/partners or shareholders					
Please select the appropriate answer that best describes your trading experience					
No trading experience		1-2 years		3+ years	
Do you have an existing IB Status with any other Broker					
Yes	No	If yes, which broker(s)			
Expected clients to be referred over 3 months					
0-10	10-50		50+		
Please select the appropriate answer that best suits your occupation					
Networker		Blogger		Financial Advisor	
Fund Manager		Educator		Other	
Please select the appropriate answer that best describes the size of your network					
Family & Friends		1-50		100+	
What is your main goal and motivation in terms of becoming an iFXPartner?					
Generate Rebates (More income)		Extend your business reach			
Fund Management		Education Provider			
Affiliate Network		Other			
Please describe briefly how our services will be marketed and if there are any additional tools or services you may require from us to meet your goals?					
Social Media		Seminars		Fund Manager	Blogger
Live Training		Workshops		Word of Mouth	Other
Are there any specified requirements, comments, or insights into how you envisage IFX could assist in any way? If yes, please provided detailed information					



