



INTRODUCING BROKER AGREEMENT

IFX BROKERS™ HOLDINGS (PTY) LTD

(Registration No: 2017|027249|07

FSP No: 48021

(the "*Company*")

And

(You "*Introducing Broker*")



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1. Definitions and Interpretations

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

1.2. **Advice:**

"Advice" means, for the purposes of this **Introducing Broker** Agreement, any recommendation, guidance, or proposal of a financial nature furnished, by any means or medium, to any **Clients** or group of **Clients** in respect of an OTC Derivative or any other financial product (as defined in the Financial Advisory and Intermediary **Services** Act, 2002 ("FAIS") ("financial products")), but does not include factual **Advice** given by an **Introducing Broker**:

- on the procedure for entering into a transaction in respect of any financial product.
- in relation to the description of a financial product.
- in answer to routine administrative queries.
- in the form of objective information about a particular financial product; or
- by the display or distribution of promotional material.

1.3. **Account:**

An account that is established for a **Client** introduced to IFX Brokers™ Holdings (Pty) Ltd by the **Introducing Broker**.

1.4. **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.

1.5. **Confidential Information:**

means any data or information of IFX Brokers Holdings (Pty) Ltd. and/or any of its Leads and **Clients** (including without limitation, your **Clients**) on MT4 and MT5 or otherwise in whatsoever medium or form whether oral, written, or electronic data or information, including but not limited to, trading activities on MT4 and MT5, including data or information regarding OTC derivatives, research, developments, inventions, processes, plans and financial information and which is not in the public domain.

1.6. **Client:**

Client means a person who concludes a **Client Agreement** with IFX Brokers, who opens a real Trading Account with IFX Brokers and who has been accepted and remains accepted as such by IFX Brokers for the use of MT4 and/or MT5.

1.7. **Client Agreement:**

Client Agreement means the Contracts for Difference **Clients** Terms and Conditions published on the **Website** and concluded between every **Clients** and IFX Brokers granting the **Clients** the right to open a real Trading Account on MT4 and/or MT5 on the terms and conditions set out therein.

1.8. **Company:**

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

1.9. **IB Agreement:**

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

1.10. **FAIS Act:**

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

1.11. **FAIS Ombud:**

The office of the Ombud for Financial **Services** Providers.

1.12. **FIA:**

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

1.13. **FICA:**

The Financial Intelligence Centre Act No 38 of 2001.

1.14. **FMA:**

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

1.15. **Fraudulent Activities:**

Fraudulent Activities means without limitation any illegal and/or unauthorized activities or activities in breach of this **Introducing Broker** Agreement by you or your Traders on MT4 and/or MT5 including but not limited to activities intended to defraud, cause damage to or harm or injure IFX Brokers and/or any other **Clients** in any manner whatsoever regardless of whether or not it actually causes harm to IFX Brokers and/or a **Clients**, including but not limited to, false or misleading advertisements, misrepresentation, provision of false information, spam, money laundering and illicit deposits by illicit means and theft.

1.16. **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.

1.17. **IFX Wallet**

Means your **IFX Wallet** assigned to you upon account opening, and to which you will collect your Referral Fee Payments.

1.18. **Introducing Broker:**

Introducing Broker means you, a **Clients** of IFX Brokers, who concluded an **Introducing Broker** Agreement with IFX Brokers and who remains compliant with the provisions thereof for the purposes as set out in this **Introducing Broker** Agreement.

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1.19. **Inactive IB Account:**

An **Inactive IB Account** is an IB Account which has not received new approved referrals for a period of 60(sixty) consecutive days.

1.20. **Marketing Material**

Marketing Material means any factual, objective information and promotional material and methods on selected social media, in whatsoever form authorized by IFX Brokers on its **Website** or the Portal, from time to time which may be used by you, the **Introducing Broker**, to exercise your referral right to introduce leads and potential **Clients** to IFX Brokers.

1.21. **myIFXPartners**

myIFXPartners refer to a secure cloud based self-service portal accessible via the **Company's Website**. **myIFXPartners** provide full access to reporting, marketing, and Referral Fee management.

1.22. **Referral Fee**

Referral Fee means the amounts due to you in your capacity as an **Introducing Broker**, payable by IFX Brokers as **Referral Fees** in respect of every trading transaction concluded by your **Clients** on their trading accounts.

1.23. **Privacy Policy:**

Privacy Policy means the IFX Brokers Privacy Policy which can be downloaded from the **Company's Website**.

1.24. **Referral Policy**

The Company's **Referral Policy** details the terms and conditions under which Referral Fees are paid.

1.25. **Rules:**

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

1.26. **Services:**

The **Services** provided by us under this **IB Agreement**.

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

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

1.28. **Website:**

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

1.29. **You:**

The IB (**Introducing Broker**)

1.30. **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**.

- 1.31. 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.
- 1.32. Any reference in this **IB Agreement** to “Date of Signature hereof” shall be read as meaning a reference to the date of which you commenced using the online **myIFXPartners Services**.
- 1.33. 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**.
- 1.34. 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.
- 1.35. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.36. Reference to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s.
- 1.37. 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.
- 1.38. 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;
- 1.39. 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 you (hereinafter referred to as ‘**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, granting you the right to introduce potential new **Clients** to IFX Brokers™ on a fully disclosed basis to trade in Contracts for Difference on the IFX MetaTrader 4 and MetaTrader 5 platforms, and receiving **Referral Fees** payable to you in accordance with the **Company’s Introducing Broker Referral Fee Policy**.

4. **Services of IFX Brokers™**

- 4.1 At its sole discretion, IFX Brokers™ Holdings (Pty) Ltd shall open accounts to the **Clients** 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 **Clients**, and send statement of accounts and recaps to the **Clients** introduced by the IB.
- 4.3 IFX Brokers™ shall pay you **Referral Fees** under the conditions of this **Introducing Broker** Agreement.
- 4.4 Provide **Services** to the **Clients** introduced by the IB in accordance with the Terms and Conditions of IFX Brokers™ Holdings (Pty) Ltd **Client Agreements™**.
- 4.5 Granting the IB the right 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.
- 4.6 IFX Brokers™ reserves the right and will be entitled to perform control over your trading and referral activities in terms of the provisions of this **Introducing Broker** Agreement.
- 4.7 IFX Brokers™ reserves the right to monitor your referral and introducing activities relating to this **Introducing Broker** Agreement and may from time to time review your compliance and detect any deviations from your obligations.
- 4.8 IFX Brokers™ will execute its obligation to inform your **Clients** that you will receive **Referral Fees** in accordance with this **Introducing Broker** Agreement.
- 4.9 The **Company** reserves the right to terminate payment of **Referral Fees** as and when the **Introducing Broker** Agreement and/or **Clients** Agreement is cancelled, or when your Trading Account is closed for any reason whatsoever.

5. **Referral Fee**

- 5.1. **Referral Fees**, also known as Rebates and incentives to the IB are paid in accordance with the prevailing rate as contained in The **Company's** Referral Fee Policy. The **Company** reserve the right to amend pay-rates without prior notification.
- 5.2. Where an account shows inactivity for a period of 60 (Sixty) Days IFX Brokers™ Holdings (Pty) Ltd, reserve the right to cease payment of Referral Fees, without any notification to the IB. To reactivate a frozen account an IB would be required to apply to re-enter the **myIFXPartners** Scheme.

6. **Referral rights and obligations**

- 6.1. You hereby agree to introduce **Clients** who fully meet the qualifications and suitability standards of IFX Brokers™ Holdings (Pty) Ltd, on a fully disclosed basis.
- 6.2. You agree to describe IFX Brokers™ Holdings (Pty) Ltd business and profile accurately and fairly according to information provided by IFX Brokers™ Holdings (Pty) Ltd.
- 6.3. You agree to maintain ethical practices, high standard of business, and always conduct business in such a manner to reflect favourably on IFX Brokers™ Holdings (Pty) Ltd.
- 6.4. You acknowledge and agree to comply with any business-related instruction, terms or direction given by IFX Brokers™ Holdings (Pty) Ltd in relation to **Introducing Broker Services**.
- 6.5. You acknowledge and agree that as an IB, you will have access to certain personal information regarding your **Clients** and undertake to treat the personal information of your **Clients** strictly in accordance with the **Company's** Privacy Policy.

- 6.6. You agree to keep accurate written records of all **Client 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.
- 6.7. You agree to notify IFX Brokers™ Holdings (Pty) Ltd orally and in writing upon receipt of any **Client** 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 **Client** account.
- 6.8. You acknowledge and agree that under no circumstances whatsoever will you be an employee, representative, agent, partner, independent contractor, party to a joint-venture, associate or like relationship of or with IFX Brokers™.
- 6.9. Every and all **Clients** you refer to IFX Brokers™ will become the **Clients** of IFX Brokers™ who will be the sole and exclusive owner of inter alia the database of your names and contact information and names and contact information of all your **Clients**.
- 6.10. You agree that you will have no contractual or other relationship with your **Clients** in relation to the provision of **Services** herein contained.
- 6.11. You acknowledge and agree that you do not provide investment, financial, legal, tax, regulatory or other similar **Advice**. Any material or information or other features which may be provided to the **Clients** via our **Website**, trading platforms, marketing, or training events or otherwise, is generic and shall not be treated as **Advice** suitable for the **Clients** or based on a consideration of the **Clients'** personal circumstances.
- 6.12. You acknowledge and agree not to accept or hold any **Clients** money.
- 6.13. You agree to not make any misrepresentation regarding IFX Brokers™, its business, **Services**, and licenses.
- 6.14. You acknowledge and agree not to open any Real or Demo Trading Account on behalf of potential **Clients**, nor in the names of non-existent persons and/or using identity theft to do so.
- 6.15. You agree to no charge any **Clients** or potential **Clients** a referral or service fee or offer any other compensation in whatsoever form to refer the potential **Clients** to IFX Brokers™, or to assist any **Clients** to open a Trading Account, or to assist or render a service to the **Clients** with any **Advice** regarding trading on the IFX MetaTrader 4 or IFX MetaTrader 5 platform.
- 6.16. You acknowledge and agree that only registered Financial **Services** Providers who hold a licence under FAIS may render any financial **Advice** or intermediary **Services** to **Clients**, including trading **Advice**.
- 6.17. You acknowledge and agree not to participate in any **Fraudulent Activities** in relation to IFX Brokers™ and your **Clients**.

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 **Client** or local regulatory agency.
- 8.3. The IB acknowledges that it may not accept funds from the **Clients** but must instruct the **Clients** to make payment directly to IFX Brokers™ Holdings (Pty) Ltd.
- 8.4. The IB may not conduct discretionary trading on behalf of the **Clients** without a written and signed power of attorney from the **Clients**, 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 **Clients**. For avoidance of any doubt, IFX Brokers™ Holdings (Pty) Ltd will not be liable to **Clients** or the IB for any **Advice**, decision or recommendation given or made by the IB to any **Client**, 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 **Client 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 **Clients** 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 **Clients** 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 **Client** 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 **Client** claims relating to any **IB Agreement** between the IB and the introduced **Clients**.
 - 12.1.4. Any deficits on **Client** accounts or the failure of any **Client** 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 seven days written notice to the other party. During the seven days, the **Clients** 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 **Clients**. All commissions due to the IB up to the date of termination shall be paid to the IB upon clearance of any **Client** obligation and settlement of all pending **Client** transaction.
- 17.2. 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:

- 17.2.1. The IB does not comply with the terms set out in this **IB Agreement**.
- 17.2.2. The IB, in IFX Brokers™ Holdings (Pty) Ltd sole and reasonable opinion, provides inadequate service to **Clients** or ceases to provide service to **Clients** as set out in this **IB Agreement**.
- 17.2.3. 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.
- 17.2.4. The IB's **Clients** trading is not in compliance to the **Company's** trading policy
- 17.2.5. The IB's **Clients** is not acting in good faith towards the **Company**.
- 17.2.6. The **Company** has reasonable proof that the IB is not acting in good faith towards the **Company**.
- 17.2.7. The **Company** has reasonable proof that the IB is committing Referral Fee abuse.
- 17.2.8. The IB has not introduced new **Clients** for 60 consecutive days or longer.

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 **Client** and an officer of IFX Brokers™ Holdings (Pty) Ltd. No oral or implied agreement to the contrary shall be recognizable.

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 **Client** 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.
- 21.3. IFX Brokers™ will under no circumstances be liable to you or any of your **Clients** or any loss, damage or injury of whatsoever nature and howsoever arising, included but not limited to loss of profit, income, **Referral Fees** or other consequential or special damages due to but not limited to the loss of data or information, the temporary or permanent failure, disruption or malfunctioning of any software, hardware, the temporary or permanent failure, disruption, or malfunctioning of any software, hardware, communication facilities, the trading system, the Secure **Clients** Port and systems of or on the IFX Brokers **Website**.

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. Force Majeure

- 23.1. We may in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Majeure Event") We may, in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Majeure Event"), in which case we will, in due course, inform the appropriate regulatory authority and take reasonable steps to inform you.
- 23.2. A Force Majeure Event will include, but is not limited to, the following:
 - 23.3. any act, event, or occurrence (including without limitation any act of God, strike, riot or civil commotion, act or terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the Financial Instruments in respect of which we ordinarily deal in Transactions.
 - 23.4. the suspension or closure of any market or the abandonment or failure of any event on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.

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- 23.5. the occurrence of an excessive movement in the level of any Transaction and/or the market of a Reference Assets or our anticipation (acting reasonably) of the occurrence of such a movement. ●
- 23.6. any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; and ● ●
- 23.7. failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer exchange, clearing house or regulatory or self- regulatory organization, for any reason, to perform its obligations ● ●
- 23.8. If we determine that a force majeure exists, we may, at our absolute discretion, without notice and at any time, take one or more of the following steps: ● ●
- 23.9. Increase your Margin requirements. ●
- 23.10. Close all or any of your open Transactions at such price as we reasonably believe to be appropriate. ●
- 23.11. Suspend or modify the application of all or any of the provisions of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply with the provision or provisions in question; or ●
- 23.12. Alter the Last Dealing Time for a particular Transaction. ●
- 23.13. Should IFX Brokers™ be prevented from fulfilling any of its obligations to you in terms of this **Introducing Broker** Agreement as a result of any event of force majeure, then those obligations will be deemed to have been suspended to the extent that and for as long as IFX Brokers™ is so prevented from fulfilling them, provided that in the event of the force majeure event continues for more than thirty days after it has first occurred then IFX Brokers™ will be entitled (but not obliged) to terminate the **Introducing Broker** Agreement by notice to you. ●