

INGOT BROKERS (AUSTRALIA) PTY LTD

## Addendum to the IB Agreement

7 April 2020

## Prohibited Trading

If INGOT Brokers suspects or has reason to believe that an introduced client is involved in any form of prohibited trading including but not limited to the following examples; certain trading techniques commonly known as “arbitrage trading”, “picking/ sniping” or the use of certain automated trading systems or “Expert Advisors”; and/ or follow an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts) or on possible gaps where the instrument has been suspended or restricted on a particular market, between same or different trading accounts, or if transactions entered into or executed by an introduced client and/ or affiliate firm the benefit of earning compensation for the IB (referred to as “churning”) INGOT Brokers reserves the right to:

- A. Delay payment of commissions until INGOT Brokers fully investigates and clarifies the matter;
- B. Terminate this Agreement with immediate notice to the IB and remove any remuneration linked to those clients;
- C. Terminate the introduced client’s agreement with INGOT Brokers with immediate notice;
- D. Close the introduced client’s account with INGOT Brokers and/or suspend his account for an indefinite period of time;
- E. Charge a penalty fee to the affiliate and/or to the introduced client as INGOT Brokers deems fit and proportionate;
- G. Close the account, confiscate any profits that arose from prohibited trading techniques and return the minimum of the original deposit to the introduced client or their readjusted equity after deducting all costs, commissions and prohibited trading profits. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the client’s related accounts or IB’s commissions account in order to make up for the difference.

## Payments

**1.1.** The IB’s commission(s) will be paid every month; commissions will be requested to be withdrawn after the last business day of the month and will be checked and approved within the first 7 (seven) business days of the month. If the total commission(s) amount due is less than USD 500, INGOT Brokers reserves the right not to execute the payment and carry the balance forward to the next period. No payment will be executed for commission(s) less than USD 500.

**1.2.** In the event that the commission(s) generated within a period of 3 (three) consecutive months is less than USD 500, the commission(s) amount due will be considered as void and will be forfeited. In such case, INGOT Brokers also reserves the right to adjust or terminate this Agreement with immediate effect by giving notice to the IB.

**1.3.** In the event of any trading activity by clients introduced by the IB, this is deemed suspicious by INGOT Brokers, then INGOT Brokers may delay payment of commission(s) for until it verifies the relevant transactions. In the event that INGOT Brokers determines the activity to constitute fraud traffic, including but not limited to any violations to the client trade agreement. INGOT Brokers is entitled to terminate this Agreement and/or to recalculate or withhold the IB's commission(s) accordingly and in INGOT Brokers' sole discretion.

**1.4.** IB commission is only paid once the affiliate actively mediated between INGOT Brokers and the client and the intermediary financial services provided resulted to the referral of at least 3 (three) Active Clients to INGOT Brokers, unless agreed otherwise by INGOT Brokers and IB in writing. The IB must introduce 3 (three) Active Client every calendar month in order to maintain their relationship.

**1.5.** A great number of buy and/or sell transactions on any trading instruments, which are carried out by an introduced client without intention to gain profit, and thus, without using any of the trading strategies, is recognized as churning of the IB's commission. Such transactions are classified as transactions conducted in collusion with the IB, even if the introduced client's data (such as passport details, address, telephone number, e-mail, IP address, or answers to the secret questions, etc.) do not have any intersections with a IB. commission derived for accounts holding or committing such transactions will be cancelled and payment to partner will be suspended.

**1.6.** If an introduced client opens a hedging position whose volume does not exceed (equals or is less than) the volume of the hedged position, a commission fee is paid only for the hedged position.

**1.7.** If an introduced client opens a hedging position whose volume exceeds the volume of the hedged position, commission fees are paid for the hedged position in full volume, while for the hedging position a commission fee is paid only for the volume which was not overlapped.

**1.8.** If the IB has not attracted a single Active Referral within sixty (60) days, INGOT Brokers reserves the right to suspend commission payouts for the trades of the introduced clients attracted more than sixty (60) days without prior notice.

**1.8.1.** commission payouts for the trades of the introduced clients attracted more than sixty (60) days ago may be resumed at the current rate starting from the day when the IB has attracted at least one new Active introduced client;

**1.8.2.** IB commission shall not be paid during the period between the dates of discontinuance and resumption.

**1.9.** The IB's maximum commission cannot exceed seventy percent (70%) of net deposits INGOT Brokers by introduced clients

**1.10.** The IB shall not receive commission for trades under the five (5) minutes timeframe.

**1.11.** INGOT Brokers has the right to terminate this Agreement in case (i) the IB refers less than three (3) clients within the ninety (90) day period from the date of concluding this Agreement or the date or the day the last active client was introduced.

## DEFINITIONS

- i. **Agreement** means the Introducing Broker Agreement along with this Addendum to the Introducing Broker Agreement and any other addendums to the Agreement.
- ii. **Active Client** means a client who has funds in their INGOT Brokers Account and/or has traded on their INGOT Brokers account in the last twelve (12) months;
- iii. **Active Referral** means an Active Client of INGOT Brokers who has been referred to INGOT Brokers by the IB.
- iv. **IB** means the Introducing Broker who is the counterparty to INGOT Brokers' Introducing Broker Agreement.