



# Introducer and Affiliate Terms and Conditions

IC Trading is the trading name of Raw Trading (Mauritius) Ltd is regulated by the Financial Services Commission of Mauritius (FSC) with the license Number: GB21026834.

[www.ictrading.com](http://www.ictrading.com)

## 1. Introduction

- A.** A reference in this document to “we”, “us”, “IC Trading”, “our”, “ours” and “ourselves” (as appropriate) is a reference to Raw Trading (Mauritius) Ltd (“the Company”) with Incorporation Number: C-187004 regulated by the Financial Services Commission of Mauritius (FSC) with the license Number: GB21026834.
- B.** A reference to “you” or “your” is a reference to you, the Affiliate.
- C.** These Terms, once we have accepted your application and opened an Affiliate Account for you, will form an agreement between us and you and will govern all dealings between us and you unless terminated under section 10.
- D.** You should read these Terms carefully, including the ancillary documents, that we supply to you in connection with your Affiliate Account.
- E.** Nothing in these Terms will exclude or restrict any duty or liability owed by us to you under the Governing Legislation and if there is any conflict between these Terms and the Governing Legislation, the Governing Legislation will prevail.
- F.** IC Trading carries on the business of providing Over-the-Counter Derivative Trading services to Clients globally.
- G.** IC Trading and the Affiliate wish to enter into an Affiliate arrangement.
- H.** The Affiliate is engaged in the business of providing Affiliate Services and wishes to provide Affiliate Services to IC Trading on the terms set out in this Agreement.
- I.** The Affiliate wishes to supply information about IC Trading to persons and to refer persons to IC Trading for financial services in accordance with this Agreement.
- J.** IC Trading agrees to allow the Affiliate to supply its information to persons in accordance with this Agreement.
- K.** The Affiliate hereby acknowledges and agrees that by completing and submitting the Affiliate Application Form to IC Trading and signing this Agreement, they are entering into a legally binding contract and fully agrees to abide by and to be bound by all the following terms and conditions set out in this Agreement.

## Definitions

In this Agreement, unless the context otherwise pledges, the following expressions have the meanings defined opposite each of them:

<b>“Account”</b>	means the unique Trading Account that we create for a client when they successfully complete an account application with IC Trading and is subsequently approved by IC Trading.
<b>“Affiliate”</b>	means a person or an entity that has applied for and been approved by us in our sole discretion as a member of the Affiliate Program.
<b>“Affiliate Collateral”</b>	means any trademarks, branding, Banners and Text Links that we share with you from time to time as part of your membership of the Affiliate Program.
<b>“Affiliate Commission”</b>	means money payable to the Affiliate by IC Trading in accordance with the terms outlined in this Agreement.
<b>“Affiliate ID”</b>	means the unique ID that we attribute to you, related to your tracking URL, through which we track and calculate your Fee entitlement under your Affiliate Plan.
<b>“Affiliate Program”</b>	means a program whereby IC Trading compensates an Affiliate for successfully introducing a client to IC Trading.

<b>“Banners and Text Links”</b>	means any graphics, pictures, animation, artwork, or text that you can use to hyperlink Traders from your website to our Website.
<b>“CFDs”</b>	means Contract for Differences that we offer to traders under the Account Terms.
<b>“EEA”</b>	means European Economic Area.
<b>“Effective date”</b>	means the date the Agreement comes into effect.
<b>“Fee”</b>	means the fee that we will pay you for referrals under your Affiliate Plan, as set out in these Terms and Conditions.
<b>“Gross Revenue”</b>	means the aggregate Spreads that we receive from each Trader as a result of their activity in the Trading Platform, less any bonuses given to Traders, charge backs or any uncollectable revenue attributed to the Trader. For example, a Trader executes a total of 5 transactions in a calendar month and we receive the following spreads for those transactions: USD\$1.00; USD\$2.00; USD\$4.00; USD\$6.00 and USD\$7.00, respectively. During the same month, we pay the Trader an USD\$5.00 Bonus. The Gross Revenue of the Trader during this particular month is therefore USD\$15.00 (1 + 2 + 4 + 6 + 7 - 5 = 15).
<b>“Loss or Claim”</b>	means any loss, liability, action, proceeding, damage, cost, or expense (including all reasonable legal costs and expenses), including liability in tort and consequential and economic losses.
<b>“Qualified Trader”</b>	means a Trader that you direct to our Website(s), as identified by your Affiliate ID, in compliance with section 4.
<b>“Related Parties”</b>	means (i) any member of your immediate family; (ii) any individual, corporation, partnership, joint venture, trust and any other body corporate or unincorporated organization directly or indirectly controlling, controlled by or under common control with you.
<b>“Revenue Sharing Plan”</b>	is an Affiliate Plan under which you will be paid a Fee based on a percentage of our Gross Revenue.
<b>“Spread”</b>	is the difference between the buy price and the sell price of a certain instrument at the time that a Trader opens a position on our Trading Platform.
<b>“Terms”</b>	means these Terms and Conditions, which govern your membership of the Affiliate Program.
<b>“Tracking URL”</b>	is a unique hyperlink to our Website that we issue to you when you are approved to be a member of the Affiliate Program. The Tracking <b>URL</b> enables us to link you to the Traders that you’ve refer to us, so that we can accurately calculate your Fees.
<b>“Trader”</b>	means any holder of an IC Trading Account, including a Qualified Trader.
<b>“Trading Platform”</b>	means the technology platform that we operate to allow Traders to trade foreign exchange, derivatives, and other financial products online, including our billing, support and promotion services and activities.
<b>“Website”</b>	means the IC Trading website, located at <a href="http://www.ictrading.com">www.ictrading.com</a> and any other website that we may create and make available to you from time to time.
<b>“You, your, and yours”</b>	means the individual or entity that accepts these Terms.

## 2. Term

These Terms come into force when you accept them online and will continue unless terminated under section 10.

## 3. Affiliate Program Membership

3.1 A reference in this document to “we”, “us”, “IC Trading”, “our”, “ours” and “ourselves” (as appropriate) is a reference to Raw Trading (Mauritius) Ltd (“the Company”) with Incorporation Number: C-187004 regulated by the Financial Services Commission of Mauritius (FSC) with the license Number: GB21026834.

3.1 You acknowledge and agree that:

- a. these Terms do not give you an exclusive right or privilege to assist us in providing the services arising out of your referrals. For clarity, we intend to enter similar arrangements with other Affiliates as part of the Affiliate Program.
- b. we may also directly or indirectly solicit referrals on terms that may differ from those contained in these Terms or contract with third parties that are similar to or compete with your site; and
- c. you shall have no claims to Fees originating from Traders that have not been referred solely by you in compliance with these Terms.

## 4. Types of referrals

### 4.1 Qualified Traders

- a. To be deemed a Qualified Trader, a Client must:
  - i. Reside in a country from where we accept Affiliate referrals
  - ii. Reside in a country from where we accept Affiliate referrals
  - iii. Not be already registered as a Client under a different name or through a different identity;
- b. Neither you nor your Related Parties are eligible for Qualified Trader status in connection with your Affiliate ID.
- c. Should you or any of your Related Parties become a Qualified Trader in connection with your Affiliate ID (in other words if you refer an Account registered to yourself or any of your Related Parties to us under your Affiliate ID), you will not be entitled to payment of any Fees in connection with that Account.

## 5. Fees and Payment

### 5.1. Currency

All Fees are generated in your account currency.

### 5.2. Tracking

- a. Your Fees will be calculated based on the Client activity linked to your Affiliate ID or linked to the Affiliate ID, which we identify via your Tracking URL issued to you.
- b. We accept no responsibility for a failure by you, or any Client, to effectively link you or Trader’s activity in connection with this Affiliate Program (e.g. through a failure to use the correct Tracking URL or entering the code during registration).
- c. We reserve the right to verify any Qualified Traders referred by you prior to honoring any Fee entitlement.

## 5.3. Payment

- a. You will be paid subject to satisfactory verification (where relevant), the terms of your Affiliate Plan.
- b. Payments will be made to the 18 Wallet which will be created upon approval of your Partner application. You will be able to make withdrawals using the payment methods set on our website.
  - i. wire fees or other payment charges associated with any withdrawal will be deducted from your Fees; and
  - ii. exchange rates for international wire transfers will be set by the receiving bank. IC Trading has no control over these rates.
- c. 18 Wallet withdrawals will be available once a minimum of five (5) qualified traders have been referred.
- d. From time to time, we may perform additional due diligence and compliance checks prior to withdrawal approval.
- e. by accepting these Terms, you agree that we will not be required to pay you Fees where to do so would involve a breach of this agreement.

## 5.4. Tax

- a. All Fee entitlements will be paid to you inclusive of GST, where applicable.
- b. You are responsible for paying all duties (e.g. stamp duty, other government charges and financial institution account fees, if applicable) payable and complying with the applicable tax laws in relation to your membership of the Program.

## 5.5. Fee Entitlements

- a. You will receive your fee based on your introduced clients' trading volume and account type. The fee is applicable to all your introduced clients' FX, Indices, Cryptocurrencies and Metals flows. Please refer to Appendix A for details.
- b. Please note the fee is subject to change. Please login to your client area for the latest fee structure. We will give you two weeks in advance if any changes are going to be made.

## 5.6. No Fee Entitlement

You will not be entitled to any Fees:

- a. if any Trader fails to use the correct Tracking URL.
- b. in the event of fraudulent or illegal activity on any Account linked to your Affiliate ID;

## 5.7. Fee Disputes

If you don't agree with your Fee entitlement for a particular month, you must notify us in writing of the disputed amount and the reason for your dispute within 30 days of the end of the month for which the Fee payment was made. Your failure to provide notification of a dispute within this time frame will be deemed a waiver of your right to dispute the report or payment and you shall have no further claims in relation to the matter

## 5.8. Details

You must provide us with accurate and complete contact and payment information and inform us if anything changes.

## 6. Referral Activity

### 6.1 AntiSpam Laws

- a. You must always comply with anti-spam guidelines when sending electronic communications with a Link to Traders. Each electronic message sent in connection with the Affiliate Program must contain the following information:
  - i. clear and accurate identification of the individual or organisation who sent the message.
  - ii. accurate information about how the recipient can contact the sender; and
  - iii. a clear and conspicuous method of opting-out (unsubscribing) from receipt of any further messages.

### 6.2 Non-compete

- a. You must not market to potential Traders:
  - i. on any site where we promote our Website.
  - ii. on any internet search engine on which we promote our Website.
  - iii. in any other manner which results in you competing with us in relation to the promotion of your sites including but not limited to the promotion of your site(s) through other Affiliates; and
  - iv. any other online software, application or other platform enabling online trading similar to and/or competitive with us.
  - v. Using Paid search ads that target keywords like “IC Trading Partners” or “IC Trading” or any variation of that.
- b. In the event that you breach these provisions we reserve the right to terminate your membership of the Program and void any Fee entitlements due to you.

### 6.3 Intellectual Property Rights

- a. You acknowledge that we will retain the ownership of all rights (including intellectual property rights) in material we develop before or during the term of these Terms, including the Affiliate Collateral. Nothing in these Terms should be construed as granting you any license or right to use the Affiliate Collateral or any of our other trademarks and branding other than as permitted under these Terms.
- b. You may display Banners and Text Links on your site, use another Affiliate Collateral, and hold yourself out to be a ‘IC Trading Affiliate’ for the purpose of conducting referrals under this Affiliate Program, provided that you:
  - i. obtain our approval first before you publish any Affiliate Collateral (which we won’t unreasonably withhold);
  - ii. refrain from using Affiliate Collateral as part of your own product name, URL or as a component of another logo; and
  - iii. display Affiliate Collateral in a way that complies with our brand guidelines and any other directions that we give you from time to time.
- c. You’ll notify us immediately in writing if you become aware of an infringement on any of our intellectual property or other ownership rights, or if you become aware of a claim by any party that our products, trademarks or logos infringe on a third party’s intellectual property or ownership rights.

## 6.4 Banners and Text Links

You must:

- a. only use our Banners and Text Links in the manner directed by us and not modify them in any way without our prior written consent; and
- b. only direct Display Banners and Text Links to the homepage of our Website.

## 6.5. Fee Entitlements

- a. You must not engage in any illegal, improper, misleading, or deceptive conduct or make any representations which may have a detrimental effect on our reputation or those of our products and services.
- b. In particular, you must not:
  - i. engage in any illegal activity of any type, such as displaying illegal content on your website or in your subscription emails.
  - ii. actively target:
    - any person who is under the age of 18 years old, regardless of the age of majority in the location where you are engaging in referral activities; and
    - any resident of the United States, and any other countries where we are banned from registering Traders, as notified to you from time to time.
- c. login to Trader accounts or conduct trading activities on their behalf;
- d. operate a website that contains or promotes misleading, defamatory, or illegal content, or a link to a website that does so. Misleading content includes making any promises whatsoever in relation to returns and displaying our disclaimer, license without our express permission.
- e. send unsolicited commercial electronic messages (spam).
- f. send potential trader directly to our Website via your referral links to our Website(s) in commercial electronic messages, display advertising networks, counters, guestbooks, forums, biogs, chat rooms or other similar internet resources;
- g. enable bad faith transactions, including via any device, program, robot, IP address, redirect sand ‘bogus’ traffic.
- h. establish any promotion that provides rewards, points or compensation to a Trader for registering for an account with us, including any kind of rebate deal, without our prior approval; or
- i. take any action that would dilute or tarnish the value of our trademarks or branding.

## 6.6 Consequences of Prohibited Conduct

- a. If we detect suspicious activity or a potential breach of this section 6 linked to your Affiliate ID, we may:
  - i. suspend your Affiliate ID pending further investigation; and
  - ii. we reserve the right to delay payment of any Fees due to you for up to 180 days or for a longer period as we deem necessary, while we verify the relevant transactions.
- b. Notwithstanding clause 6.6.a. above, if we determine, in our sole discretion, that you have engaged in any activity in breach of this section 6, we reserve the right to terminate these Terms immediately under section 10 and void any entitlements due to you.

## 7. Traders

- a. You acknowledge and agree that:
  - i. Traders are our clients and that you are not a party to the contractual relationship between Traders and us;
  - ii. we are the sole and exclusive owner of the names, contact information and any other data relating to Traders referred to us, including those Traders linked to your Affiliate ID.
  - iii. you must not contact a Trader without our prior written approval; and iv. we may access information from or about visitors to your site and may use such information for any purpose.
- b. We may, in our sole discretion, revoke any approval issued in relation to your contact with a Trader if we establish that your communication with the Trader is against our interests.
- c. We reserve the right to immediately terminate your membership of the Program under section 10 for any breach by you of this section 7.

## 8. Banned Countries

- a. You will not be entitled to receive any fees from traders which are their country of residence is in a country that we do not provide services, as it is stated in our website.
- b. You are responsible to monitor our Website to be aware of the countries we are accepting clients, as this may change from time to time.
- c. We may notify you via email for any change of the countries we are accepting clients at any time.

## 9. Confidentiality and Privacy

- a. During your Affiliate Program membership and for a period of five (5) years after your membership ends, you will not share or permit to be shared with any third parties any information that we have provided to you (apart from information that is already in the public domain) as a member of the Affiliate Program.
- b. We'll comply at all times with our Privacy Policy, located in our Website, and section 16, in relation to any personal information that you share with us under these Terms.

## 10. Termination

- a. Either party can terminate these Terms by providing the other party with at least 7 days' written notice.
- b. We may terminate these Terms immediately at any time, by providing you with written notice if you:
  - i. breach any of these Terms; and
    - the breach cannot be remedied; or
    - the breach can be remedied but you fail or refuse to do so within 7 days of us telling you about the breach.
  - ii. become bankrupt, insolvent or fall under the appointment of a liquidator or receiver; or
  - iii. act in a way which, in our opinion, brings our brand into disrepute; or
  - iv. if we decide that is appropriate without giving any reason for our decision.



- c. On termination:
  - i. If these Terms have been terminated by you or us under section 10.a, we will pay you any Fees to which you are entitled for referrals that take place up to and including the effective date of termination. For clarity, you will not be entitled to receive Fees for any referrals that take place following the effective date of termination.
  - ii. You must immediately:
    - stop promoting yourself as a member of the Affiliate Program; and
    - withdraw from publication and/or delete any Banners, Text Links or Affiliate Collateral that we have provided to you as part of the Affiliate Program.
- d. You acknowledge and agree that if we terminate these Terms under section 10.b, your entitlement to any accrued but unpaid Fees will be voided and those Fees will not be paid to you.

## 11. Liability, warranties, and indemnity

### 11.1. No warranty

To the extent permitted by law, we provide no warranty and make no representations that our Website, Banners and Text Links or Tracking URLs are accessible or free of errors, viruses, or security threats.

### 11.2. Liability for other conditions or warranties

- a. Our liability to you for any non-compliance with a statutory guarantee or Loss or Claim arising out of or in connection with these Terms or any breach by us of these Terms however arising (whether for breach of these Terms, tort (including negligence), statute, custom, law or on any other basis), is limited to the amount of Fees paid by us to you in the 12 months prior to the action giving rise to the liability.
- b. All representations, conditions, warranties, and terms that would otherwise be expressed or implied in these Terms by general law, statute or custom are expressly excluded (to the extent that such representations, conditions, warranties and terms can be excluded at law).

### 11.3. When we won't be liable to you

- a. We, our subsidiaries, officers, directors, employees, and suppliers are not responsible or liable to you for:
  - i. any Loss or Claim arising because of any failure of any software, hardware, communication technology or other system.
  - ii. any Loss or Claim relating to the provision of data made available by us.
- b. any Loss or Claim relating to your use of, or reliance upon any data provided to you via the Affiliate Portal.
- c. the actions or inaction of third parties (including those which may be negligent or unauthorized) relating to the Affiliate Program or the Affiliate Portal.
- d. any Loss or Claim arising from a failure by us to comply with these Terms for any cause which couldn't be reasonably controlled or prevented by us; or
- e. any Loss or Claim arising from a failure by you to comply with tax laws in relation to your Fee entitlements.

## 11.4. Indemnity to us

- a. Subject to section 11.4 (b) below, you indemnify us, our subsidiaries, directors, officers, employees, and suppliers (Indemnified Parties) against any Loss or Claim suffered or incurred by any of them arising from:
  - i. a breach by you of these Terms.
  - ii. any unlawful, fraudulent, negligent, or willful act or omission carried out by you as a member of the Affiliate Program; and/or
  - iii. any infringement or alleged infringement on a third party's intellectual property rights by you whilst acting in your capacity as a member of the Affiliate Program.
- b. If an Indemnified Party caused or contributed to any Loss or Claim, then your liability under this section will be limited to the amount of the Loss or Claim which is directly attributable to your conduct.

## 12. Disputes

- a. A party to these Terms may not start legal proceedings in relation to a dispute arising out of these Terms unless it first complies with this section.
- b. If a dispute arises in relation to these Terms or the Affiliate Program:
  - i. the party raising the dispute must notify the other party in writing; and
  - ii. the party raising the dispute must notify the other party in writing; and
- c. If the parties are unable to resolve the dispute within 30 days of notification, either party may terminate the dispute resolution process by notice in writing to the other party.

## 13. Changes to these Terms

We reserve the rights to amend these Terms at any time without giving you prior notice. We will notify you of any such changes by emails within three (3) business days.

## 14. Notices

- a. You agree that all communications between you and us in relation to the Affiliate Program will be by email, phone or chat.
- b. Any notice or other communication to or by a party by email is regarded as being given by the sender and received by the addressee at the time it was sent. (unless the sender receives a delivery, failure notification indicating that the email has not been delivered).
- c. If the delivery or receipt is after 5.00 pm (addressee's time) it is regarded as received at 9.00 am the following Business Day (being a day which is not a public holiday or a weekend in Seychelles).

## 15. Privacy

- a. We collect, use, and disclose your personal information to provide you with the products, services, and associated support that you have asked for. We also use your personal information to respond to your enquiries or feedback and to promote products and services offered by us and associated third parties. To do these things, we may provide your personal information to our related companies and to people that we may outsource functions to. These entities may be located in Australia, Europe and other countries. Where possible we will collect your information from you, but we may also collect it from public sources such as social media websites, or from third parties. If you do not provide your personal information to us, it may affect our ability to do business with you. You consent to us

collecting, using, and disclosing your personal information for those purposes. You can ask us not to use your information to promote our products and services by following the procedure outlined in the IC Trading Privacy Policy, in our website.

- b. The IC Trading Privacy Policy contains information on how to:
  - i. update your preferences about the promotional material we send to you;
  - ii. request access to and seek correction of the personal information we hold about you;
  - ii. make a privacy complaint; and iv. how we will deal with your privacy complaint.
- c. You can contact us:
  - i. by email at [partners@ictrading.com](mailto:partners@ictrading.com); or
  - ii. by phone on +23 080 2049 0079.

## General

### a. This is our complete agreement

These Terms and the documents incorporated by reference, including your Affiliate application and any details relating to your Affiliate Plan provided to you by email or phone from time to time, contain the whole agreement between us and you in relation to the Affiliate Program. Any representations or warranties made by our staff before your membership of the Affiliate Program was approved are not effective unless expressly set out in these Terms. Any waiver of our rights or powers under these Terms may only be given in writing signed by our authorized officer.

### b. Independent Contractors

The relationship between you and us is that of independent contractors. Nothing in this agreement creates any partnership, joint venture or agency relationship between you and us and you have no authority to make any representations on our behalf.

### c. If some of these Terms cannot operate

If any part or provision of these Terms are void, unenforceable or illegal in a jurisdiction, that part or provision does not apply in that jurisdiction. However, the remainder of the Terms continue to operate in that jurisdiction unless this would alter the basic agreement between you and us, in which case we can terminate your membership of the Affiliate Program at our option.

### d. No waiver by us

If we do not insist upon strict performance of any part or provision of these Terms, that waiver will not be deemed to be a waiver of a subsequent breach or default of these Terms by you.

### e. Assignment

You cannot assign or otherwise transfer the benefit of these Terms without our prior written consent. We may assign or otherwise transfer the benefit of these Terms at anytime without your consent.

### f. Applicable laws

These Terms are governed by the laws of Mauritius and the courts of Mauritius have jurisdiction over the parties to these Terms (being you and us).

## Appendix

### a. Fee entitlements for FX and Metals

#### MT4-MT5:

- **Raw Spread Account** - 2 USO per standard lot (Based on USO base currency client account. 1B rebates may vary depending upon account base currency).
- **Standard Account** - 0.4 pips per standard lot.

### b. Fee entitlements for Indices and Cryptocurrencies

Symbol	Contract Size	IB Rebates in base currency	Base currency
AUS200	1	0.14	AUD
China50	1	2.5	USO
ChinaHshares	1	0.78	HKD
Stoxx50	1	0.35	EUR
F40	1	0.26	EUR
DE40	1	0.26	EUR
TecDE30	1	1.14	EUR
NETH25	1	0.09	EUR
HK50	1	1.56	HKD
ES35	1	1.32	EUR
SWI20	1	1.19	CHF
UK100	1	0.29	GBP
US30	1	0.3	USO
USTEC	1	0.4	USO
US500	1	0.1	USO

Symbol	Contract Size	IB rebates USD (per 1 closed lot)
BCHUSD	1	0.5
ETHUSD	1	1
LTCUSD	1	0.5
DSHUSD	1	0.5
EOSUSD	1	0.01
BNBUSD	1	0.5
XTZUSD	10	0.05
DOGUSD	100	0.04
BTCUSD	1	1
UNIUSD	1	0.02

Please be advised that the payment structure is subject to change. Changes to the structure will be published in the BO (Back Office) 2 weeks in advance. Please ensure you check the BO on a regular basis to stay updated with the current latest pay structure.