

Cost Per Acquisition (CPA) Agreement

This Cost Per Acquisition (CPA) Agreement (the “Agreement”) is dated ____/____/20__ between:
INGOT Broker Limited [Number 24172] (hereinafter “INGOT Broker”); and
The CPA Affiliate (hereinafter “the CPA Affiliate” or “Affiliate”)

Name: _____

Address: _____

E-mail: _____

Telephone: _____

CPA Affiliate Account Number (Given by INGOT Broker): _____

This Agreement shall replace any prior or existing agreement between the parties and shall apply to any existing arrangements currently operating between the parties.

Recitals:

- INGOT Broker is authorized and regulated by the SVGFSA, company reference number 24172 IBC 2017 for the provision of advisory, dealing in relation to a range of derivative products and market-making services for over-the-counter derivatives.
- The CPA Affiliate will refer INGOT Broker financial services business to suitable clients (“Introduced Client”) for contracts for difference transactions (CFDs) and shall introduce such clients to INGOT Broker subject to the terms and conditions of this Agreement.

We hereby agree the following:

1. Introduction of new clients

- a. The CPA Affiliate hereby agrees to act as an introducing source for the purpose of introducing prospective clients to INGOT Broker for the purpose of financial products trading.
- b. INGOT Broker will have no obligation to accept a client introduced to it by the CPA Affiliate.
- c. The Affiliate shall have no authority to bind INGOT Broker in any way and will not provide any representations or inferences to prospective clients or other persons regarding INGOT Broker unless expressly authorized herein or otherwise in writing by INGOT Broker.
- d. The CPA Affiliate shall not publish or disseminate (electronically or otherwise) or make any use of any advertisement, legal forms, marketing or promotional material referring to INGOT Broker (or its affiliates) or its products or services without INGOT Broker prior written consent.



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2. Mutual Obligation

- a. Both parties warrant that they have full capacity, power and authority to enter into this Agreement and to fulfil their obligations hereunder.
- b. Both parties warrant to each other that, to the best of their knowledge, there is no legal impediment or pending legal action which may render this agreement invalid or unenforceable.
- c. **Each party shall be responsible for its own expenses arising out of or in connection with any act or omission of this agreement. Neither party shall be obligated, without its prior written consent, to pay any such expenses of the other party.**
- d. Each party shall be responsible for its own insurances including, but not limited to, professional indemnity and public liability.

3. The CPA Affiliate's obligations

- a. The CPA Affiliate shall act as a mere CPA Affiliate only, and shall ensure that no financial product advice or service is provided to introduced clients of any nature, and will limit communications to the provision of INGOT Broker documentation together with factual information regarding INGOT Broker and their contact details.
- b. The CPA Affiliate shall provide INGOT Broker with any information reasonably requested from time to time whether in relation to the Affiliate's employees, financial standing or otherwise.
- c. The CPA Affiliate warrants that they have not supplied to INGOT Broker any false, inaccurate or misleading information prior to entering into this agreement and will not at any time during the life of this agreement give to INGOT Broker any false or misleading information.
- d. The CPA Affiliate may display or distribute marketing materials, provided by INGOT Broker; however, all queries regarding INGOT Broker services must be directed to INGOT Broker staff only.
- E. The CPA Affiliate shall provide his/her introduced clients with proper training and following up in regards to matters that include, but not limited to, the trading platform, education about the products and following up with the funds movement.
- F. The CPA Affiliate undertakes not to cause or permit actions which may endanger or damage any intellectual property rights of INGOT Broker. The CPA Affiliate undertakes to notify INGOT Broker if it suspects any infringement of such rights. If such rights are damaged due to a violation of this agreement, the CPA Affiliate is liable for any loss suffered by INGOT Broker on a full indemnity basis.



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4. Fees

- a.** INGOT Broker shall pay the CPA Affiliate commissions in respect of the introduced clients (the “The CPA fees table”) up until the date of termination of this agreement, and in accordance with the Affiliate’s fees hereto.
- b.** The CPA Affiliate commissions shall be calculated after deduction of INGOT Broker’ costs of execution and clearing, including bad/doubtful debts, collection and legal costs incurred as a result of the transactions.
- c.** No fees shall be payable by INGOT Broker in respect of any existing client of INGOT Broker at the time of the referral.
- d.** INGOT Broker obligation to pay the CPA Affiliate “The CPA fees” in respect of introduced clients shall cease on the date of termination of this Agreement.
- f.** INGOT Broker will credit fees accrued to the CPA Affiliate’s agent account in INGOT’s books within the first 15 days of the next month and a monthly statement will be provided to the CPA Affiliate on monthly basis, payment depends on terms in this agreement.
- g.** The CPA Affiliate may request to transfer any amount - not to exceed the available balance - from his agent account subject to clause (4.h) INGOT will make such transfer accordingly. Credit balances on The CPA Affiliate’s agent account do not earn interest.
- h.** The CPA Affiliate agrees to indemnify INGOT from any losses, actions, costs ,claims of damages or demands (“client Liabilities”) arising from any delay or default by any client in paying margin call, declaring any adverse balance on that client’s account.
- i.** INGOT Broker may, without any notice, hold further payment of fees to the CPA Affiliate until the client has paid such margin call or cleared such adverse balance or other obligation in full in accordance with the applicable client agreement or terms of business of INGOT and if such margin call, adverse balance or other obligation or payment by the client has not been paid, cleared or performed in full within two (2) working days upon INGOT’s request, INGOT may without further notice set off and apply any accrued fees (or fees subsequently accrued) to the CPA Affiliate in or towards settlement of the client’s liability and such application shall to that extent discharge or reduce (as the case may be) the CPA Affiliate’s indemnity liability under clause (4.h).
- j.** Payments are provided on monthly basis after deducting all commissions and fees (including exchange fees, wire fees and other charges associated with the withdrawal). Payments will be made to the Affiliates active account at INGOT Broker within the first 15 calendar days of each calendar month, given that the balance is over 400 USD and more than three clients have been referred and qualify as active traders.
- k.** If the balance of the account fails to achieve the above-mentioned targets for 6 consecutive months, INGOT reserves the right to terminate the account and nullify the balance.
- l.** The Affiliate will receive a flat fee for each Active Trader that the affiliate refers in a given month. In the event that one of the Traders that you refer becomes an Active Trader in the following month, the Fee will be paid in the month that Active Trader status is achieved.
- m.** No payment will be made in the event that any Active Trader fails to use the correct referral link or sign up code.
- n.** No payment will be made in the event that the Active Trader did not abide by INGOT Broker policies and procedures and/or logins to traders account must only be made by the referred client and all trades must be conducted by the referred client.



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- o.** No payment will be made if the Affiliate operates a website or chat group or any other medium that contains or promotes misleading and harmful content to INGOT Broker or use INGOT Broker license number without our written permission.
- p.** No payment will be made if INGOT suspects or has reason to believe that an Introduced Client and/or the Affiliate abused or acted in bad faith or identify any abuse on the trading activity of the referred clients, including and not limited to opening and closing trades for the purpose of earning compensation for the Affiliate.

5. Indemnity & Limitation of Liability

- a.** The CPA Affiliate indemnifies and agrees to keep indemnified INGOT Broker , its employees, agents and contractors from and against all actions, claims, suits, costs, expenses, charges, losses or damage (including without limitation, consequential loss or damage) suffered or brought, maintained or made against INGOT Broker , its servants and agents by any person or body of persons, including the costs and expenses in defending such actions claims, suits or demands, arising out of any actions or omissions by the Referrer, its employees, agents, and associates including the failure to observe the obligations in this agreement or otherwise.
- b.** In the event of such material claim, INGOT Broker shall have the right in its sole discretion to withhold fees owing under this agreement to the CPA Affiliate in order to offset any costs, suspected or anticipated costs associated with any potential regulatory or legal actions, for a period of six (6) months following termination of the agreement.

6. Confidentiality

- a.** In the course of the relationship between the parties, the parties may be privy to confidential information in respect of the business of each party and their associates. Such confidential information shall include any systems, technology, processes, client database and all information, material and documentation (whether written, verbal or in any other form) to which a party is given access, but does not include information which is publicly available or already known to a party.
- b.** Neither party shall, without the prior written consent of the other, disclose or use any confidential information provided or accessed under this agreement (unless required by law).
- c.** Both parties shall take reasonable precautions to prevent unauthorized use, access or disclosure.
- d.** Upon termination of this agreement, the Affiliate shall deliver to INGOT Broker all copies of all records, documentation and material prepared or received in respect of this agreement, which are in the Affiliate's possession.



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7. Dispute Resolution

- a. In the event of a dispute between the parties which remains unresolved for 30 days, a mediator may be appointed to facilitate resolution.
- b. The parties will bear the costs of the mediation equally and provide all assistance reasonably requested by the mediator.
- c. If a suitable mediator cannot be agreed, or if mediation fails, parties can then proceed with formal legal action.

8. Termination

- a. This agreement will be automatically terminated where either party ceases to be authorized or licensed to provide the services hereunder.
- b. INGOT Broker may terminate the agreement immediately by written notice to the Affiliate if a breach occurs (material or otherwise), and is not fully remedied within 1 calendar day of receipt of notification of such breach. Such termination shall not release the Affiliate from liability nor affect any accrued rights or remedies of either party.
- c. Either party may terminate the Agreement immediately by written notice to the other party if that party enters into any arrangement or proceedings for the purpose of insolvency administration or is placed under official management, or there is a change in ownership.
- d. This Agreement may otherwise be terminated upon the provision of 30 day notice in writing to the other party.
- e. At any time during the term, or after the termination for a period of two years, of this Agreement, the Affiliate agrees not to:
 - i. Approach directly or indirectly any customer or client of INGOT Broker to influence it to cease to carry on business with INGOT Broker or otherwise to entice it away from INGOT Broker ;
 - ii. Approach directly or indirectly any employee or officer of INGOT Broker to influence them to cease employment with INGOT Broker or otherwise entice them away from INGOT Broker ;
 - iii. Do any act or thing whatsoever, which may injure, impair or reduce or be likely to injure, impair or reduce the business, goodwill or reputation of INGOT Broker or its standing in the eyes of the public or any of its customers or clients.
- f. Rights under this Agreement can only be waived in writing, such waiver not to affect the waiving party's rights or entitlements in respect of subsequent breaches of the Agreement. Failure to compel performance shall not be construed as a waiver.
- g. In the event that any of the provisions contained in this Agreement are found to be invalid or unenforceable, such provisions shall be deemed deleted, and the validity and enforceability of the remaining provisions shall continue unimpaired.



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9. General restrictions

- a. Nothing in this Agreement shall restrict INGOT Broker from entering into agreements of this type with third parties.
- b. It is agreed that the Affiliate shall undertake its business and any services relating to this Agreement as an independent contractor and not as an agent or employee of INGOT Broker. The Affiliate will not use the name of INGOT Broker in answering its telephone or in any other way represent itself to be associated with INGOT Broker other than in a relationship of an Affiliate to INGOT Broker . In contracting for support services, such as rent, telephone, quotation services, utilities and the like, the Affiliate will not use or refer to the name "INGOT Broker". Nothing herein shall imply any employment, joint venture, partnership or agency arrangement between the parties.
- c. Nothing in this agreement infers that INGOT Broker has appointed, or will appoint the Affiliate as their Authorized Representative (AR). Nor does it permit the Affiliate to make such representations to third parties or clients at any time.
- d. Nothing in this agreement shall confer upon either party any right, title or interest in the trademarks, logos, copyrights, trade names or designations belonging to, or ownership of, the other party.
- e. Neither party shall assign or subcontract their obligations under this agreement without prior written consent of the other party, such consent not to affect their obligations and liabilities under this agreement.



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10. Other Terms

1. Active Traders

- INGOT Broker classifies an active trader must:
 - Make a minimum fund deposit of 500 USD into their account,
 - Not be registered at INGOT Broker database, or have a demo or real account,
 - Not withdraw the funds in less than 30 days upon the initial deposit
 - Must trade at least 2 standard lots or some other amount determined by us.
- Neither you nor your Related Parties are eligible for Qualified Trader status in connection with your Affiliate ID.
- Should your 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 won't be entitled to payment of any Fees in connection with that Account

2. The Affiliate acknowledges and agrees that under no circumstances will INGOT be liable to a third party for the payment of any commission or other fee, and the Affiliate agrees to indemnify INGOT for all costs, liability, loss, damage or expense that INGOT incurs as a result of any claim or proceeding that is made or threatened or commenced against INGOT by any third party whatsoever.

3. Notwithstanding the forgoing, and without prejudice to any other provision in this Agreement, INGOT may, at its sole and exclusive discretion, withhold, delay, deduct, or refuse payment of the Affiliate Commissions and/or Monthly Bonus and/or annul any accrued payout and/or terminate this agreement and/or close any accounts with immediate in any of the following events:

- INGOT has reason to believe that the Affiliate's activity is not in compliance with any applicable law.
- INGOT has reason to believe that the Affiliate's activity is in breach of this Agreement.

11. Governing Law

This agreement is governed by and construed in accordance with the laws of Kingstown, Saint Vincent, and the parties submit to the non-exclusive jurisdiction of the courts and tribunals in that State.



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Payment Fees Schedule

Deposit	Lots	CPA		
		Tier 1	Tier 2	Tier 3
\$500 +	2+	\$400	\$300	\$200

*Lots referred to Standard Lots.

Tier 1	Tier 2	Tier 3
Australia Canada Germany Denmark Switzerland UK Norway France Netherlands Sweden Austria Ireland Poland Sweden Iraq Saudi Arabia UAE Kuwait Qatar	Finland Singapore Italy Spain Portugal Cyprus Malaysia Israel Jordan Oman Yemen Japan	Czech Republic Slovak Republic Poland Taiwan Colombia Thailand Mexico Greece South Africa Bangladesh Botswana Chile Dominican Republic Ghana Lesotho Namibia Nigeria Tanzania Uganda Vietnam Zambia Hong Kong

On Behalf of the CPA Affiliate

Name: _____

Date: _____

Signature: _____

On Behalf of INGOT Broker Limited

Name: _____

Date: _____

Signature: _____



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