

General terms and Conditions

- 1.1** The IB/Partner understands and accepts that the following terms and conditions are of supplementary nature to the terms and conditions included in the Partnership Agreement signed with X Global Markets Ltd (“the Company”).
- 1.2** The IB/Partner has the right to introduce/refer clients to the Company who would be interested in receiving the services offered by the Company in the context of the Client Agreement. The IB/Partner acknowledges and accepts that the provisions set forth in the Client Agreement shall apply to all dealings between the Company and the Client and such dealings are subject to Cypriot law.
- 1.3** The IB/Partner is obliged to procure its best efforts to present, advertise and promote the Company, and particularly the services offered and the trading platform(s) offered by the Company, to clients and prospective clients, in a professional and ethical manner.
- 1.4** The IB/Partner has the obligation of not taking and/or urge any other third party to take, either directly or indirectly, either consciously or unconsciously, any action that, at the Company’s discretion can reasonably be considered to be an action that adversely affects, or has the potential to adversely affect, the Company’s brand name and/or reputation and/or company image and/or any action that is considered to be adversely affecting in any way, or has the potential to be adversely affecting in any way, the opinion of past and/or current and/or prospective clients towards the Company’s brand name and/or reputation and/or company image.
- 1.5** The IB/Partner expressly undertakes to refrain from committing any act and/or activity, either directly or through third parties, that is considered to be illegitimate (i.e. illegal) or has the potential of being considered illegitimate by any court of law.
- 1.6** The IB/Partner expressly declares that it is in compliance with all applicable laws, rules and regulations of the Republic of Cyprus when performing any activity related to the introduction/referral of clients to the Company in accordance with the terms and conditions set forth in the Partnership Agreement signed with the Company. Under all cases, the Partnership Agreement is governed by and construed in accordance with the laws of the Republic of Cyprus and the courts of the Republic of Cyprus shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Agreement.
- 1.7** The IB/Partner shall not, under any circumstances, have the status of a legal representative of the Company. Consequently, it shall not, at any time, be entitled to create rights or obligations that bind the Company in any way.
- 1.8** Rebates payable to the IB/Partner are understood as being directly related to commissions and other fees receivable/payable by the Company from/to its Liquidity Providers (which, along with commissions and other fees receivable/payable by the Company from/to its clients are included within the Company’s total revenue). As a result, the IB/Partner acknowledges and accepts that payment of the said rebates is contingent upon the actual receipt/payment of the commissions and fees receivable/payable by the Company from/to its Liquidity Providers and is also contingent upon the actual receipt/payment of the commissions and other fees receivable/payable by the Company from/to its clients.
- 1.9** The Parties (the Company and the IB/Partner) shall not disclose to any third party any confidential information provided to each other under the Agreement and mutually agree to safeguard such information and keep it strictly confidential. Confidential information includes, inter alia and without limitation, all the documentation, communication or other information exchanged between the parties as a result of the Agreement, both during its term and after its termination.