ZITA PLUS

IB PARTNERSHIP · LEGAL TERMS

Introducing Broker
Terms and Conditions

Issued by Z Trading & Technology Inc.
doing business as Zitaplus

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Z TRADING & TECHNOLOGY INC. · ZITAPLUS

Introducing Broker Terms and Conditions

These Introducing Broker Terms and Conditions outline the criteria that govern the relationship between the Introducing Broker and Z Trading & Technology Inc. doing business as Zitaplus.

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QUICK REFERENCE

Issuing entity	Z Trading & Technology Inc., doing business as Zitaplus. BVI registered number 2111986.
Registered office	Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands.
Notices to Zitaplus	compliance@zitaplus.com · legal@zitaplus.com
Termination	Either party, without cause, on five business days' written notice (Clause 16.2).
Governing law	Laws and courts of the British Virgin Islands (Clause 25).

1 Introduction

1.1. These terms and conditions are issued by Z Trading & Technology Inc. a company limited by guarantee incorporated in the British Virgin Islands under the laws of the British Virgin Islands with registered number 2111986 and whose registered office is at Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands.

1.2. These Introducing Broker Terms and Conditions outline the criteria that govern the relationship between the Introducing Broker and Z Trading & Technology Inc. doing business as Zitaplus ("the Company" or "Zitaplus").

1.3. You (the Introducing Broker) propose to provide the services to Zitaplus, which include the solicitation and introduction of prospective clients to Zitaplus, and Zitaplus proposes to contract the services of the Introducing Broker.

2 The Services

The Introducing Broker will solicit Prospective Clients in an effort to convert such Prospective Clients into Introduced Clients (the Services).

3 Access

3.1. Zitaplus will grant the Introducing Broker access to the Client Panel only to the extent necessary to enable the Introducing Broker to maintain a record of the Introduced Clients and to monitor the Remuneration.

3.2. For the avoidance of doubt, Portal Access will only enable the Introducing Broker to enter and monitor the details of Prospective Clients and Introduced Clients and the Introducing Broker will not have the right to enter, edit, control or export any other data available on the Portal.

4 Introduced Clients

4.1. A Prospective Client will be deemed an Introduced Client, if that person satisfies the following conditions:

(a) is introduced to Zitaplus by the Introducing Broker and applies for an Account through the referral link provided by Zitaplus to the Introducing Broker;

(b) as determined by Zitaplus, in Zitaplus's sole discretion, successfully completes Zitaplus's Account opening process and agrees to the Client Terms and Conditions; and

(c) once the Account is open, sends a confirmation email or an introducing broker form to Zitaplus requesting Zitaplus to associate its Account with the account of the Introducing Broker.

4.2. In the event an Introduced Client requests Zitaplus to disassociate the Account of such Introduced Client from the Introducing Broker, Zitaplus will accede to that request and the Introducing Broker will not receive the Remuneration for that Introduced Customer.

5 Obligations of the Introducing Broker

During the term of these Terms and in the provision of the Services, the Introducing Broker shall:

(a) act in good faith;

(b) administer, supervise and perform the Services in a reliable and professional manner and in accordance with these Terms in all material respects;

(c) meet all performance deadlines in relation to the Services to the best of its ability;

(d) perform the Services with reasonable skill, expertise and care and in accordance with best industry practice from time to time;

(e) deal with clients in a transparent manner and expressly inform clients or prospective clients:

i. of the Introducing Broker's role as an Introducing Broker;

ii. that the Introducing Broker is entitled to commissions or other benefits as part of the Introducing Broker's role as an Introducing Broker in accordance with these Terms;

iii. that the Introducing Broker and Zitaplus and any affiliate of Zitaplus are separate and unaffiliated; and

iv. that a customer is a customer of Zitaplus and not a customer of the Introducing Broker;

(f) not to bind Zitaplus in any capacity whatsoever or otherwise hold himself out as being able to bind Zitaplus in relation to transactions with Clients or prospective Clients, nor to act as an agent, nominee or authorized representative of Zitaplus;

(g) not register or operate an account for and on behalf of a Client or execute any Transaction in relation to which Zitaplus provides services to the Client pursuant to the General Terms and Conditions, unless the Introducing Broker is duly authorized by the Client pursuant to the Regulatory Rules and procedures of Zitaplus;

(h) not accept any funds from a client or prospective client on behalf of Zitaplus;

(i) not in any way represent to a prospective client or client that Zitaplus will provide a guarantee against loss or limit a client's losses or that Zitaplus may waive any of its requirements in respect of an account;

(j) not make any misrepresentation to any client, prospective client or other person in relation to Zitaplus;

(k) not make any recommendation, including trading recommendations, give any advice, incur any liability or responsibility or give any warranty in respect of any matter for or on behalf of Zitaplus;

(l) not to issue, publish, distribute or utilize any promotional material without the prior written consent of Zitaplus;

(m) to comply with Zitaplus' KYC and CDD checks and to provide details and evidence of the Introducing Broker's business activities in a timely manner upon request by Zitaplus; and

(n) notify Zitaplus of any regulatory or legal investigation or unlawful interference with the Introducing Broker's or Zitaplus's business affairs and disclose to Zitaplus details of any sanctions previously imposed on the Introducing Broker.

6 Compensation

6.1. The parties agree that Zitaplus will compensate the Introducing Broker for the provision of services by advancing the remuneration to the Introducing Broker.

6.2. All amounts payable by the parties under these terms and conditions, including the Remuneration, are stated inclusive of VAT or other applicable taxes.

7 Remuneration

7.1. Zitaplus will compensate the Introducing Broker for the Services. Subject to paragraph 2 below, details of the Remuneration will be communicated to the Introducing Broker in writing.

7.2. The Remuneration may comprise, at Zitaplus's sole discretion, of one or more of the following:

(a) a part or the whole of the spread applied to a financial product quoted on the Platform and executed by, or on behalf of, Introduced Clients; and/or

(b) a part or the whole of the commission applied to a financial product quoted on the Platform and executed by, or on behalf of, Introduced Clients.

7.3. Zitaplus, at its sole discretion, reserves the right to refuse compensating the Introducing Broker with the Remuneration if the Introducing Broker is in breach of these terms.

7.4. Zitaplus reserves the right, to, at its sole discretion, amend this Schedule, and the Remuneration, without prior notice to or consent of the Introducing Broker, provided that Zitaplus will notify the Introducing Broker within fifteen Business Days of such amendment.

7.5. Zitaplus will not be liable to compensate the Introducing Broker for any fee arrangements agreed between the Introducing Broker and a Client, including in the event a Client does not remunerate the Introducing Broker in accordance with such fee arrangements agreed between the Introducing Broker and a Client.

7.6. Where an Introduced Client does not have a verified Account (i.e. the Introduced Client has not yet provided KYC and CDD documents), payment of the Remuneration applicable to such Introduced Client will be conditional upon that Introduced Client's Account becoming verified. For the avoidance of doubt, and while the applicable Remuneration may appear in the Introducing Broker's Portal, such Remuneration will not be payable until the Introduced Client's Account becomes verified.

8 Right to audit

8.1. Zitaplus has the right to inspect the Introducing Broker's books and records relating to the remuneration or services for reasonable cause.

8.2. For the purposes of Clause 8.1, the Introducing Broker grants Zitaplus and its professional advisors a right of access to the Introducing Broker's premises, systems, data storage, documents and information, upon reasonable notice, during business hours.

8.3. For the purposes of Clause 8, Zitaplus and its professional advisors will use reasonable efforts to ensure that there is no interruption to the Introducing Broker's business.

9 Confidential Information

9.1. Subject to clause 9.2, the Introducing Broker irrevocably agrees and undertakes to Zitaplus for the duration of these Terms and after the termination of these Terms:

(a) to use its best endeavors to keep confidential all Confidential Information and to cause its officers, employees, agents and professional and other advisors to keep such information confidential; and

(b) not to give, disclose, sell, assign, charge or otherwise dispose of the Confidential Information, in whole or in part, to any other person; or

(c) not use the Confidential Information other than for the purposes of the transactions contemplated by these Terms.

9.2. Paragraph 9.1 shall not apply to:

(a) information which is or becomes publicly available (other than as a result of a breach of Section 9.1); or

(b) the disclosure of Information to the extent such disclosure is required by law, a court of competent jurisdiction, any governmental, official or regulatory authority or a binding judgment, order or requirement of any other competent authority.

10 Intellectual Property Rights

10.1. Under no circumstances shall these Terms and Conditions be deemed to transfer to the Introducing Broker any interest in Zitaplus's intellectual property.

10.2. Zitaplus may grant the Introducing Broker in writing a non-exclusive, personal, royalty-free license to use some of Zitaplus' IP for the purpose of the Services. Such license will specify the conditions of use of Zitaplus' IP to which the Introducing Broker must adhere. Such terms of use may include, but are not limited to, the manner, context, location and time frame in which the Introducing Broker may use Zitaplus's IP.

10.3. The Introducing Broker:

(a) understands and accepts that it has no right to use Zitaplus IP unless Zitaplus grants the Introducing Broker the license described in clause 10.2 and, if such license is granted, will use Zitaplus IP exactly and only as permitted in the Zitaplus Terms of Use;

(b) understands and accepts that it has no right to allow third parties to use Zitaplus IP;

(c) understands and accepts that it is not permitted to use any trademark or trade name of its own or of a third party in connection with the Services, unless permitted by Zitaplus in writing;

(d) agrees not to create, use or register (or permit, authorize or cause any third party to create, use or register) any material, including but not limited to marketing material, branding, trademarks, trade names or get-up, which is in any way similar to Zitaplus's IP or which is therefore likely to confuse or mislead the public or any section of the public as to whether such branding, trademarks, trade names or get-up belongs to or is in any way associated with Zitaplus.

10.4. Upon termination of these Terms, any license to use Zitaplus's Intellectual Property granted by Zitaplus to the Introducing Broker under Clause 10.2 shall terminate and the Introducing Broker shall cease to use such Intellectual Property and shall return to Zitaplus any physical embodiment of the Intellectual Property (including any copies) in its possession or control.

11 Data Protection

Both parties will comply with all applicable data protection and privacy laws and regulations under applicable law.

12 Representations and Warranties

For the duration of these Terms and Conditions, the Introducing Broker represents and warrants to Zitaplus that:

(a) if the Introducing Broker is a legal entity:

i. it is a company duly incorporated and validly existing under the laws of the country or place of its current incorporation; and

ii. it is not bankrupt and is able to pay its debts as they fall due; or

(b) if the Introducing Broker is a natural person:

i. it is a natural person of full legal capacity to enter into these Terms; and

ii. is not insolvent and is able to pay its debts as they fall due; and

(c) it has the legal right, full power and authority to enter into and perform its obligations under these Terms; and

(d) these Terms, when accepted, will constitute valid, legal and binding obligations of the Introducing Broker in accordance with their terms;

(e) the acceptance and performance by the Introducing Broker of these Terms will not result in a breach of any provision of its constitutional documents or give rise to a claim by any third party against any other party or result in a breach of any law or regulation to which the Introducing Broker is subject;

(f) all authorizations necessary for the party to lawfully enter into and exercise its rights and obligations under these Terms have been obtained and are in full force and effect;

(g) at the request of any regulatory or law enforcement authority, the Introducing Broker will cooperate with any regulatory or law enforcement authority in connection with the provision of the Services to Zitaplus; and

(h) ensure compliance with applicable laws and regulatory requirements in the provision of the Services, including:

i. maintaining adequate policies and procedures to ensure compliance with the relevant requirements;

ii. promptly reporting to Zitaplus any request or demand for undue financial or other advantage of any kind received by the Introducing Broker in connection with the performance of these Terms; and

iii. ensure that any officer, employee, agent, representative or other person associated with the Introducing Broker complies with the Relevant Requirements.

13 Restrictive covenants

The Introducing Broker irrevocably agrees, undertakes and covenants with Zitaplus that during the term of these Terms and for a period of two years after the termination of these Terms, the Introducing Broker will not, directly or indirectly, without the prior written consent of Zitaplus:

(a) solicit or entice away, or attempt to solicit or entice away, or cause to be solicited or enticed away, from Zitaplus any manager or employee of Zitaplus, whether or not such person would be in breach of contract of employment by reason of leaving the service of Zitaplus;

(b) solicit or entice away, or attempt to solicit or entice away, or cause to be solicited or enticed away, any customer of Zitaplus;

(c) employ any person who is or has been directly or indirectly employed by Zitaplus during the term of these Terms and who, by reason of such employment, is or may be in possession of confidential information or trade secrets relating to the business of Zitaplus; and

(d) canvass, solicit, or entice away, endeavour to canvass, solicit or entice away, or have any business dealings with any person who is, or was, in the duration of these terms:

i. provides goods or services in connection with the business of Zitaplus or a supplier of goods or services to Zitaplus in connection with the business of Zitaplus; or

ii. negotiating with Zitaplus in relation to such supply by or to Zitaplus of goods or services related to the business of Zitaplus.

14 Limitation of Liability

Zitaplus shall not be liable to the Introducing Broker for any costs, claims, demands, liabilities, damages and expenses (including legal costs and expenses) incurred by the Introducing Broker in connection with any prosecution or civil claim brought by a third party (including a customer or prospective customer)

against the Introducing Broker, or the defense of any such prosecution or civil claim, relating to the breach or alleged breach by the Introducing Broker of these Terms.

15 Indemnity

Without prejudice to Zitaplus' rights and remedies under these Terms, the Introducing Broker shall indemnify Zitaplus against:

(a) all costs, claims, demands, liabilities, damages and expenses (including legal costs and expenses) incurred by Zitaplus in connection with any prosecution or civil claim brought by a third party, including a customer or potential customer, against Zitaplus or the defense of any such prosecution or civil claim; and

(b) all costs and expenses (including legal costs and expenses) reasonably incurred by Zitaplus in connection with any claim or demand made by Zitaplus against the Introducing Broker, in each case relating to the breach or alleged breach of any of the Introducing Broker's obligations under these Terms or any other agreement that the Introducing Broker may have entered into with a Client.

16 Termination

16.1. These Terms will be effective on the date that you accept these Terms and will remain in effect until terminated in accordance with these Terms.

16.2. Either party may terminate these Terms at any time, without cause and without the need for a court order, by giving the other party five business days' written notice.

16.3. Zitaplus will have the right to terminate these Terms at any time, with immediate effect, for any of the reasons listed in this Clause 16.3, without the need for a court order and without the need for written notice to the Introducing Broker:

(a) if Zitaplus, in its sole discretion, is of the opinion that the Introducing Broker is in breach of any provision of these terms and conditions; or

(b) if Zitaplus, in its sole discretion, believes that the Introducing Broker will, for any reason, cease to be able to perform or will be prevented from performing its obligations under these Terms;

(c) Zitaplus is of the opinion, at its sole discretion, that the Introducing Broker is acting in bad faith or that the Introducing Broker or its activities are detrimental, damaging or harmful to:

i. the reputation of Zitaplus;

ii. a prospective customer; or

iii. a client;

(d) if the Introducing Broker is in material breach of the provisions of any other agreement with Zitaplus;

(e) if the Introducing Broker:

i. has gone into liquidation or receivership or a court order has been made to that effect; or

ii. is insolvent and unable to pay its debts as they fall due.

16.4. Upon termination of these Terms and Conditions, for any reason whatsoever, the Portal Access and any other access granted by Zitaplus to the Introducing Broker for the purpose of the Services shall be revoked.

16.5. Termination of these Terms in accordance with the provisions herein shall not affect the rights and obligations of the parties under these Terms that existed immediately prior to the date of termination.

16.6. Clauses 8, 9, 14, 22, 23 and 24 shall survive the Termination Date and continue to apply notwithstanding the termination of these Terms.

17 Set-off

Without prejudice to any other rights to which Zitaplus may be entitled, Zitaplus may at any time and without notice to the Introducing Broker set off any amount (whether actual or contingent, present or future and whether arising under these Terms or otherwise) owed by the Introducing Broker to Zitaplus against any amount (whether actual or contingent, present or future and whether arising under these Terms or otherwise) owed by Zitaplus to the Introducing Broker. For these purposes, Zitaplus may assign a commercially reasonable value to any amount that is contingent or otherwise unascertained.

18 Modifications

We may, in our sole discretion, amend these Terms by posting the amended and restated Terms on our website. We may provide you with written notice of such changes. The amendment to the Terms will be deemed effective and accepted by you within five business days of posting on our website, unless you choose to terminate these Terms.

19 Assignment

19.1. Zitaplus may, without the prior written consent of the Introducing Broker, assign, transfer, sub-contract in whole or in part any of its rights under these Terms to an affiliate of Zitaplus.

19.2. The Introducing Broker may not without the prior written consent of Zitaplus assign, transfer, sub-contract in whole or in part any rights under these Terms, to a third party.

20 No Agency, Partnership or Employment Relationship

20.1. Nothing in these Terms is intended or shall be deemed to constitute either party the agent, employee or partner of the other party or authorize either party to make or enter into any commitment for or on behalf of the other party.

20.2. Each party acknowledges that it is acting on its own behalf and not for the benefit of any other person.

21 Entire Agreement

These Terms constitute the entire agreement and understanding between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements or understandings (whether written or oral) between the parties relating to such subject matter.

22 Force majeure

Zitaplus shall not be liable to the Introducing Broker for any failure, hindrance or delay in the performance of its obligations under these Terms if such failure, hindrance or delay is caused directly or indirectly by circumstances beyond the control of Zitaplus. Such force majeure events include, but are not limited to, any technical difficulties such as telecommunications or computer failures or interruptions, unavailability of Zitaplus' technical services, failure of any exchange, clearing house or settlement system, declared or imminent war, terrorism, civil unrest, natural disasters, strikes, lockouts, boycotts or blockades, including cases where only part of the parties' functions are affected by such events.

23 General Information

23.1. These Terms may be provided to you in a language other than English. In the event of any inconsistency between the non-English and English versions of these Terms, the English version shall prevail.

23.2. The rights and remedies provided in these Terms are cumulative and are not exclusive of any rights or remedies provided by law.

23.3. If any provision of these Terms is found to be illegal or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

23.4. These Terms are not exclusive and Zitaplus reserves the right to enter into similar agreements with other Introducing Brokers at any time.

24 Notices

24.1. Any notice or information required to be given by either party to the other under the provisions of these Terms and Conditions shall be in writing and shall be given either:

(a) in person with a copy sent by registered mail; or

(b) by registered mail;

(c) by e-mail; or

(d) via the Portal, in each case to the address or email address specified in these Terms for that purpose and marked for the attention of the person so specified, or to such other address or email address as either party may from time to time notify the other in writing.

In the case of service on Zitaplus:

Z Trading & Technology Inc., Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands.

Email addresses:

compliance@zitaplus.com
legal@zitaplus.com

or such other address as Zitaplus may from time to time provide to the Introducing Broker. In the case of service on the Introducing Broker to:

Such person, at such address and for the attention of and to the email address of such person as registered in the Introducing Broker's account.

24.2. A notice given under these Terms shall be deemed to have been received:

(a) delivered by hand to the address referred to in paragraph 24.1;

(b) if sent by registered post, seven business days after the date of posting; and

(c) if sent by e-mail or through the Portal, when confirmation of its delivery is recorded by the sender's computer.

25 Governing Law and Jurisdiction

These Terms and any non-contractual rights and obligations arising out of or in connection with them shall be governed by, construed, interpreted and applied in accordance with the laws of the British Virgin Islands. Any dispute arising out of or in connection with these Terms, including any dispute as to the existence, formation, performance, interpretation, breach, termination or invalidity of these Terms, shall be referred to and finally resolved by the courts of the British Virgin Islands.