Introducing Broker Agreement

Version: July 2026

Support: support@axfx.com

Complaints: complaints@axfx.com

ApogeeX - Introducing Broker Agreement

1. INTRODUCTION

1.1 Parties

This Introducing Broker Agreement (the "Agreement") sets out the terms between **ApogeeX Capital LLC** ("ApogeeX" or the "Company"), a limited liability company registered in Saint Vincent and the Grenadines under company number **4536 LLC 2026**, with its registered office at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines, and the person or entity identified in the accepted Introducing Partner Application (the "Introducer").

1.2 Acceptance

This Agreement does not require signature by either party unless otherwise agreed in writing. By submitting an Introducing Partner Application, the applicant confirms that it has read and agrees to be bound by this Agreement. The Agreement takes effect when ApogeeX accepts the application. For an existing Introducer, continuing to provide the Services after a new version of this Agreement takes effect constitutes acceptance of that version.

1.3 Business of ApogeeX

ApogeeX issues and deals in contracts for difference and foreign exchange contracts as principal.

1.4 Nature of Engagement

The Introducer may refer Prospective Clients to ApogeeX through approved channels and materials, in accordance with this Agreement and applicable law. Qualifying referrals may earn compensation paid by ApogeeX under the programme schedule in Appendix A. A referral does not guarantee that a Prospective Client will be accepted, will trade or will generate compensation. The Introducer cannot bind ApogeeX.

1.5 Introducer's Legal Compliance

The Introducer is solely responsible for complying with all laws, regulations and directives in every jurisdiction where it operates, including obtaining and maintaining any licence, registration or authorisation needed to solicit clients and perform the Services lawfully. Nothing in this Agreement authorises the Introducer to act on behalf of ApogeeX or to carry on any regulated activity.

2. DEFINITIONS

2.1 In this Agreement:

"Account" means a trading account opened by a Client with ApogeeX and attributed to the Introducer under the approved programme.

"Active Client" means a Client who has made at least one Completed Transaction during the Payment Cycle.

"Agreement" means this Introducing Broker Agreement, including Appendix A.

"ApogeeX Products and Services" means the products and services ApogeeX makes available to Clients, as described at https://axfx.com and during account opening.

"Approved Territory" has the meaning given in clause 3.19.

"Business Day" means a day other than a Saturday, a Sunday or a public holiday in Saint Vincent and the Grenadines.

"Client" means a person introduced by the Introducer under this Agreement and accepted by ApogeeX under the Client Service Agreement.

"Client Service Agreement" means ApogeeX's Client Service Agreement, as amended from time to time.

"Completed Transaction" means two counter deals of the same size: opening a position and closing it.

"Existing Client" means a client who already held an Account with ApogeeX, or was already attributed to another introducer, before being introduced by the Introducer. A new client attributed to the Introducer in accordance with clause 6.4 is not an Existing Client. Clauses 6.4 to 6.6 apply.

"Force Majeure Event" has the meaning given in clause 14.

"Fraud Traffic" means any traffic generated through illegal means or in bad faith to defraud ApogeeX, whether or not it causes harm. It includes spam, false advertising, deposits made with stolen cards, card fraud or chargebacks, collusion, manipulation of the service, systems, bonuses or promotions, offers to share the Introducer's compensation directly or indirectly with traders, and any unauthorised use of third-party accounts, copyrights or trademarks.

"Intellectual Property Rights" means patents, copyright and related rights, trademarks, trade names and domain names, website content, rights in goodwill, rights in designs, rights in software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered, anywhere in the world.

"Introducer" means an independent person, whether an individual or a company, acting in the course of business and introducing Prospective Clients to ApogeeX.

"Partner Portal" means the online interface ApogeeX provides to Introducers for programme administration, reporting and payments.

"Payment Cycle" means the period over which the Introducer's compensation accrues and becomes payable, as set out in Appendix A.

"Promotional Material" means advertising, marketing, communication and educational materials relating to ApogeeX or its products and services, whether provided by ApogeeX or prepared by the Introducer with ApogeeX's prior written approval, including texts, images, SMS, training materials, logos, banners, links, trade names, trademarks, audio and video material, websites and social media content.

"Prospective Client" means any individual or company referred, or being referred, by the Introducer to ApogeeX.

"Services" means the referral services the Introducer provides under this Agreement.

"Transaction" means any transaction entered into by or on behalf of a Client under the Client Service Agreement.

"Written Notice" has the meaning given in clause 8.

2.2 Capitalised terms used but not defined in this Agreement have the meanings given in the Client Service Agreement.

3. INTRODUCER APPLICATION AND OBLIGATIONS

3.1 To apply, the Introducer must complete the Introducing Partner Application and provide identity, address and due-diligence information. A company may be asked for incorporation documents, proof of registered address, identification of its directors and authorised representatives, and information on its ownership and ultimate beneficial owners. ApogeeX may request further information before accepting the application or making any payment.

3.2 If the Introducer is a company, the person accepting this Agreement on its behalf represents and warrants that he or she is authorised to bind that company, and that the company has full power and authority to enter into and perform this Agreement.

3.3 ApogeeX may accept or reject an application at its discretion and will notify the applicant of its decision. A rejected applicant may reapply only after resolving the issues that led to the rejection.

3.4 The Introducer must, whenever ApogeeX requests:

(a) provide proof of identity and, where applicable, proof of address;

(b) provide true and complete information about itself and its activities, websites, blogs and social media profiles, and promptly notify ApogeeX of any changes;

(c) provide proof of ownership of its websites, blogs and social media profiles; and

(d) provide details and evidence of its business and of its compliance with any licensing or authorisation requirements that apply to its activities.

3.5 The Introducer will at all times maintain all registrations, authorisations, consents and licences needed to provide the Services, and will comply with all applicable laws, regulations and directives, including those on financial services, data protection, intellectual property and anti-spam.

3.6 Where the Introducer is paid per referred Client (cost per acquisition) under Appendix A, no compensation is payable in respect of the Introducer, any of its immediate family, or any person directly or indirectly controlling, controlled by or under common control with the Introducer, or in respect of trades completed or instructed by any of them.

3.7 The Introducer may promote ApogeeX Products and Services only using Promotional Material provided by ApogeeX, or material prepared by the Introducer and approved in writing by ApogeeX before use. Material prepared by the Introducer and submitted for approval becomes the property of ApogeeX. All Promotional Material may be used only for the purposes of this Agreement.

3.8 Material prepared by the Introducer must identify the Introducer as an independent introducer, must not suggest that the Introducer is ApogeeX or acts on its behalf, and must include the risk warning approved by ApogeeX. A suggested statement is: "This material is provided by an independent introducer. Trading services are provided by ApogeeX Capital LLC, which is not authorised or regulated by any financial regulator, under its Client Service Agreement. Trading leveraged products involves a high level of risk." The Introducer bears its own costs unless otherwise agreed in writing.

3.9 ApogeeX may review the Introducer's websites, blogs, social media profiles and other channels at any time to ensure that:

(a) they are up to date and follow any instructions given by ApogeeX;

(b) they use only approved Promotional Material;

(c) they do not infringe the Intellectual Property Rights of ApogeeX;

(d) all Promotional Material is clear, fair and not misleading; and

(e) they comply with this Agreement and applicable law.

3.10 The Introducer must provide all materials, records, raw data files and access needed for any review under clause 3.9, including change histories where necessary, within 48 hours of a request.

3.11 Promotional Material created by ApogeeX remains its property and may not be used except for the purposes of this Agreement. ApogeeX may withdraw approval of any Promotional Material or referral link at any time, and may require the Introducer to change how Promotional Material is placed, including to ensure that it links to ApogeeX's website and clearly identifies ApogeeX.

3.12 The Introducer must act in good faith at all times and must not make any false or misleading statement about ApogeeX, the introducing programme or ApogeeX Products and Services, or engage in any practice that may damage ApogeeX's reputation. In particular, the Introducer must not promise or imply guaranteed profits or describe trading as risk-free.

3.13 The Introducer must not, directly or indirectly:

(a) use any website or channel for unlawful activity, or publish or link to content that is defamatory, violent, pornographic, unlawful, threatening, obscene or discriminatory, or that infringes third-party rights;

(b) infringe any intellectual property or other rights of a third party, or make defamatory, harassing or untruthful statements about ApogeeX; or

(c) use any software or technique to divert compensation from other introducers.

3.14 The Introducer is solely responsible for its own unlawful acts and omissions, including any infringement of third-party intellectual property.

3.15 The Introducer must not:

(a) accept, hold or have access to any Prospective Client's or Client's funds, trading account login details or passwords;

(b) trade on behalf of any Prospective Client or Client, or manage their account;

(c) provide personal investment advice or offer any guarantee to a Client; or

(d) use any Promotional Material or information from ApogeeX to encourage any of the above.

ApogeeX may monitor compliance with this clause and the Introducer must provide any verification reasonably requested within 48 hours.

3.16 The Introducer must not expose ApogeeX's websites, platforms or systems to any virus or other harmful material, and must not create or use any website, profile or domain that resembles ApogeeX's or leads people to believe that the Introducer is ApogeeX or a group entity.

3.17 The Introducer must promptly inform ApogeeX of any matter that comes to its attention that could harm ApogeeX, its products and services or its reputation.

3.18 The Introducer must not register or use any domain name, social media name, search-engine keyword or other brand identifier containing "ApogeeX", "AX" or any confusingly similar word, without ApogeeX's prior written consent. ApogeeX may request read-only reports on the Introducer's paid search and online advertising activity, which the Introducer must provide within 48 hours.

3.19 The Introducer may promote ApogeeX Products and Services and introduce Prospective Clients only in the jurisdictions approved by ApogeeX in writing or through the Partner Portal from time to time (the "Approved Territory"), and only where doing so is lawful for the Introducer. ApogeeX may add, restrict or remove jurisdictions from the Approved Territory at any time by Written Notice. Inclusion of a jurisdiction in the Approved Territory does not guarantee that any Prospective Client will be accepted. The Introducer must not use any means, including a third party's address, telephone number or identity, to circumvent ApogeeX's client eligibility requirements or any sanctions restriction.

3.20 No compensation is payable for Clients introduced from outside the Approved Territory, or from jurisdictions in which ApogeeX does not accept clients, unless ApogeeX has expressly agreed otherwise in writing.

3.21 If the Introducer breaches this Agreement, ApogeeX may terminate it and inform the Clients referred by the Introducer of the termination.

3.22 ApogeeX may keep records of the Introducer's activities and referred Clients. The Introducer must, at its own cost, provide reports on its activities monthly or as otherwise agreed.

3.23 The Introducer must comply with all applicable anti-money laundering, counter-terrorist financing, sanctions and anti-bribery laws; must not knowingly introduce any person whose funds derive from unlawful activity; must promptly report to ApogeeX any suspicious activity relating to a Prospective Client or Client; and must not tell any person that a report has been made or that an investigation is under way.

4. MONITORING, ATTESTATIONS AND AUDIT

4.1 ApogeeX may monitor the Introducer's programme activity and request reasonable evidence of compliance, including Promotional Material, reports and read-only access to relevant accounts. The Introducer must respond within 48 hours.

4.2 ApogeeX may require the Introducer to obtain, at the Introducer's cost, a report from a suitably qualified person nominated by ApogeeX on the Introducer's compliance with this Agreement and applicable law.

4.3 Before paying any compensation, ApogeeX may require the Introducer to sign an attestation, in the form ApogeeX requires, confirming its compliance with this Agreement and applicable law.

5. COMPENSATION

5.1 ApogeeX will pay the Introducer compensation for qualifying activity of Active Clients in accordance with the programme schedule in Appendix A, as published by ApogeeX on its website or through the Partner Portal, or otherwise notified to the Introducer in writing. The schedule sets out the rates, qualifying activity, attribution rules, Payment Cycle, currency, any minimum payable amount and the conditions for adjustment. ApogeeX may change the schedule from time to time at its sole discretion by Written Notice. The Introducer is deemed to have accepted a change unless it responds within 10 Business Days of the notice. A change does not affect compensation accrued before it takes effect. ApogeeX may terminate this Agreement if the Introducer does not accept a change.

5.2 Where ApogeeX agrees, the Introducer's compensation may be provided through a spread mark-up or commission arrangement on the Accounts of its Clients. Any such arrangement must be set out in Appendix A. The Introducer cannot set or change Client pricing. ApogeeX, not the Introducer, determines Client pricing, including any mark-up that forms part of it.

5.3 The Introducer acknowledges that ApogeeX may provide details of the Introducer's compensation to a Client in accordance with clause 5.4(e) of the Client Service Agreement.

5.4 Additional compensation based on the number of referrals, trading volume or deposits applies only if set out in Appendix A. Compensation must not encourage excessive trading, churning or any conduct that harms Clients.

5.5 Compensation is paid through the Partner Portal or another payment method approved by ApogeeX. Payment destinations must be held in the Introducer's name and verified by ApogeeX. Incorrect payment details or missing proof of ownership may delay payment.

5.6 If a promotional account or bonus affects whether activity qualifies for compensation, its treatment will be set out in Appendix A or the relevant promotion terms.

5.7 Unless Appendix A provides otherwise, no compensation is payable for any Transaction that uses credit, funds or trading capacity not derived directly and exclusively from the Client's own cash deposit, including:

(a) any credit, bonus or promotional offer added by ApogeeX to the Client's account that exceeds the trading capacity derived from the Client's own cash deposit and standard leverage; and

(b) any trading funded by platform-provided credit, temporary margin support or other funds not originating from the Client's own cash deposit.

ApogeeX may determine what constitutes non-qualifying funds, audit Client accounts accordingly and adjust or reverse any related compensation.

5.8 Where ApogeeX has reason to believe that there has been churning, manipulation, dishonesty, Fraud Traffic or a breach of this Agreement by the Introducer or its Clients, ApogeeX may, by Written Notice, do one or more of the following:

(a) withhold or delay payment of compensation;

(b) cancel any accrued compensation related to the matter;

(c) amend Appendix A or this Agreement;

(d) close the Introducer's Partner Portal account with immediate effect; and

(e) terminate this Agreement with immediate effect.

5.9 ApogeeX may recover by set-off or otherwise any compensation paid that is later found not to have qualified under this Agreement or Appendix A.

5.10 The Introducer is responsible for all taxes on compensation received under this Agreement.

6. INTRODUCER RELATIONSHIP AND CLIENTS

6.1 The Introducer is an independent contractor. Nothing in this Agreement creates a relationship of employer and employee, principal and agent, partnership or joint venture between the parties, and the Introducer has no authority to bind ApogeeX or to make any representation on its behalf. Each party is responsible for its own acts and omissions, taxes and costs.

6.2 This Agreement replaces any earlier agreement of a similar nature between the Introducer and ApogeeX, except for any debts or benefits already accrued under it.

6.3 Each Prospective Client must complete ApogeeX's account application and verification procedures and accept the Client Service Agreement before trading. ApogeeX may reject any Prospective Client at its discretion. A Client's trading relationship is with ApogeeX alone.

6.4 A Client is attributed to the Introducer through the Introducer's referral link or code used in the initial application, or by Written Notice from the Introducer within five Business Days after the Account is opened. ApogeeX may decline attribution if the approved procedure is not followed.

6.5 Where attribution is unclear, ApogeeX will determine at its sole discretion whether a Client has been introduced by the Introducer.

6.6 An Existing Client is not eligible for new-introduction compensation, unless Appendix A provides otherwise.

6.7 Removal or transfer of Clients:

(a) If a Client asks ApogeeX to be removed from, or transferred away from, the Introducer, ApogeeX may act on the request, and the Introducer will then have no further rights, including to compensation, in respect of that Client.

(b) If there is any indication of fraud, abuse or manipulation relating to the removal or transfer of Clients between introducers, ApogeeX may take any action it considers appropriate, including cancelling directly related compensation or terminating this Agreement.

7. LIMITATION OF LIABILITY AND INDEMNITY

7.1 To the extent permitted by law, ApogeeX is not liable to the Introducer, whether in contract, tort (including negligence) or otherwise, for any indirect, incidental, consequential, special or exemplary loss, including loss of revenue, goodwill, anticipated profits or business, even if advised of the possibility of such loss. ApogeeX's total liability to the Introducer under or in connection with this Agreement will not exceed the total compensation payable to the Introducer under this Agreement.

7.2 ApogeeX makes no representation or warranty about its services, websites or systems, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, and does not warrant that they will be uninterrupted or error-free.

7.3 The Introducer indemnifies ApogeeX and its officers, employees and agents against all liabilities, losses, costs, claims and expenses (including legal costs and any penalties imposed by an authority) arising directly or indirectly from any act or omission of the Introducer in connection with its relationship with ApogeeX or any Client, any breach of this Agreement, or any advice or representation made by the Introducer. ApogeeX may deduct any such amount from compensation payable to the Introducer.

8. WRITTEN NOTICE

8.1 Written Notice must be sent by email to the address designated by the receiving party, or through the Partner Portal with an email alert. ApogeeX's designated address is support@axfx.com unless another partner contact is notified.

8.2 The Introducer must keep its contact details true, correct and up to date. If ApogeeX cannot contact the Introducer because of incorrect details, ApogeeX may suspend or terminate this Agreement.

8.3 An email is treated as received when sent, unless the sender receives a notice that it was not delivered. A notice received outside a Business Day is treated as received on the next Business Day.

9. AMENDMENT AND TERMINATION

9.1 ApogeeX may amend this Agreement by giving at least three Business Days' Written Notice, except that changes to compensation are governed by clause 5.1.

9.2 The Introducer may terminate this Agreement by giving one Business Day's Written Notice.

9.3 ApogeeX may terminate this Agreement with immediate effect by giving Written Notice.

9.4 On termination, the Introducer must immediately stop using and withdraw all Promotional Material and referral links, and return any ApogeeX materials.

9.5 If ApogeeX terminates this Agreement because of a material breach by the Introducer or Fraud Traffic, accrued and unpaid compensation relating to that breach or Fraud Traffic is cancelled. In any other case, ApogeeX will pay the balance of compensation due at termination within 60 days after the end of the month in which this Agreement is terminated, subject to clauses 5.7 to 5.9. Provisions intended to survive termination, including those on confidentiality, liability and intellectual property, remain in effect.

9.6 For 12 months after termination, the Introducer must not solicit or canvass any Client introduced by the Introducer, or with whom the Introducer dealt under this Agreement, with a view to moving that Client's business to another provider.

10. PERSONAL DATA AND RECORDING

10.1 ApogeeX processes the Introducer's personal information for application, verification, programme administration, payment, compliance and dispute purposes in accordance with its Privacy Policy and applicable law.

10.2 The Introducer must collect and share any Prospective Client information lawfully, give any required privacy notices, obtain any required consent and not share unnecessary personal data.

10.3 ApogeeX may contact the Introducer by email, telephone or other means for programme administration and marketing purposes.

10.4 Calls and electronic communications may be recorded for service, compliance and evidential purposes, and recordings may be used as evidence in any dispute.

11. COOPERATION

11.1 The Introducer will cooperate with any enquiry by ApogeeX or a competent authority relating to the Introducer's activities or the Clients it introduced, and will provide relevant information promptly.

12. CONFIDENTIALITY

12.1 All confidential information disclosed by ApogeeX or obtained by the Introducer in connection with this Agreement, including business, technical, financial and Client information, remains the property of ApogeeX. The Introducer must keep it confidential and use it only for the purposes of this Agreement, except where it is already in the public domain or disclosure is:

(a) required by law or requested by a competent authority;

(b) needed to investigate or prevent fraud or other unlawful activity; or

(c) made with ApogeeX's prior written consent.

12.2 Each party must maintain reasonable security measures for information it receives and must promptly notify the other of any suspected compromise.

13. INTELLECTUAL PROPERTY

13.1 ApogeeX grants the Introducer, for the term of this Agreement, a non-exclusive, non-transferable and revocable licence to use ApogeeX's approved Promotional Material, names and logos solely to perform the Services.

13.2 All Intellectual Property Rights in ApogeeX's names, trademarks, logos, materials and data remain the sole property of ApogeeX. On termination, the Introducer must promptly stop using and return or delete all such materials, including copies.

13.3 Except as permitted by this Agreement, the Introducer must not:

(a) use the "ApogeeX" or "AX" names, trademarks or any confusingly similar term without ApogeeX's prior written permission;

(b) use them in any domain name, social media name, website name, keyword bid, search engine advertising, metatag or search term; or

(c) do anything that causes or could cause confusion with ApogeeX online or in search engine advertising.

13.4 The Introducer indemnifies ApogeeX against any claim that material supplied by the Introducer infringes the rights of a third party.

14. FORCE MAJEURE

14.1 ApogeeX is not liable for any failure or delay in performing its obligations caused by a Force Majeure Event.

14.2 A Force Majeure Event includes any government action, war or threat of war, terrorism, riot, civil disturbance, strike, natural disaster, fire, epidemic, suspension of any market, failure of communications, systems, the internet or the trading platform, and any other event beyond ApogeeX's reasonable control.

14.3 If ApogeeX reasonably determines that a Force Majeure Event exists, it may take or omit to take any action it considers reasonably appropriate, without prior notice.

15. DISPUTE RESOLUTION

15.1 Either party may raise a dispute by Written Notice. The parties will first consult in good faith to resolve it, including by exchanging relevant information. If the dispute is not resolved within five Business Days, it will be referred to senior management of each party. This does not prevent either party from seeking urgent relief from a court.

16. MISCELLANEOUS

16.1 Any matter not covered by this Agreement will be resolved by ApogeeX in good faith and in accordance with market practice.

16.2 A failure or delay by ApogeeX in exercising any right is not a waiver of that right. A waiver of one breach is not a waiver of any other breach. ApogeeX may release, compromise or postpone any liability of the Introducer without affecting its other rights.

16.3 ApogeeX's rights and remedies under this Agreement are cumulative and in addition to its rights at law.

16.4 The Introducer must inform ApogeeX of any other business activities it carries on during the term of this Agreement that are relevant to the Services, and of any circumstances that may create risk for ApogeeX.

16.5 The Introducer may not assign or transfer any of its rights or obligations under this Agreement without ApogeeX's prior written consent. ApogeeX may assign or transfer this Agreement to another member of its group by Written Notice.

16.6 If any term of this Agreement is held to be unenforceable, it will be severed and the rest of this Agreement will remain in effect.

16.7 This Agreement, including Appendix A, is the entire agreement between the parties on its subject matter and supersedes any earlier agreement or arrangement.

16.8 This Agreement is governed by the laws of Saint Vincent and the Grenadines. The parties submit to the exclusive jurisdiction of the courts of Saint Vincent and the Grenadines and waive any objection to proceedings being brought in those courts.

16.9 Headings are for convenience only. Where this Agreement is provided in a language other than English, the English version prevails.

APPENDIX A - COMPENSATION AND PROGRAMME SCHEDULE

A1. The programme schedule published by ApogeeX on its website or through the Partner Portal, or otherwise notified to the Introducer in writing, forms part of this Agreement. It identifies the Introducer's programme type, the Approved Territory, approved marketing channels and the start date.

A2. The schedule specifies the compensation rates, calculation basis, currency, qualifying instruments, account types and activity, and the treatment of partial closes, credits and promotional accounts. This Agreement does not itself set any rate of compensation.

A3. The schedule specifies attribution and Existing Client treatment consistent with clauses 6.4 to 6.6, the Payment Cycle, any minimum payable amount, approved payment methods, any fees, and the basis for reconciliation, adjustment and disputes.

A4. Any additional incentive or spread mark-up arrangement applies only if expressly included in the schedule.

A5. Changes to the schedule follow clause 5.1.