indigo

Affiliate Agreement.

Your clients. Our expertise. Shared opportunity.

An agreement for partners who introduce clients to Indigo FX.

A DEDICATED FX CAPABILITY FOR YOUR CLIENTS

FCA	15+	£5bn+	160+
AUTHORISED & REGULATED	YEARS' EXPERIENCE	CLIENT FUNDS TRADED	CURRENCIES AVAILABLE

Indigo FX · One Canada Square, Canary Wharf, London E14 5AA
www.indigofx.com

Indigo FX Ltd is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 (FRN 594433).

PART A

Affiliate details

This agreement is between **Indigo FX Ltd**, a company incorporated in England and Wales (company number 08153583, registered office 1 Canada Square, London E14 5AA) ('Indigo FX'), and the partner named below (the 'Affiliate').

How to complete: **1** fill in Part A **2** read the terms **3** fill in Part B (payment details) **4** sign the final page and return it to your Indigo FX contact. Shaded boxes can be typed into on screen.

The Affiliate

FULL LEGAL NAME OF AFFILIATE

TRADING NAME (IF DIFFERENT)

TYPE OF ENTITY (E.G. LTD, LLC, SOLE TRADER)

COMPANY / REGISTRATION NUMBER

COUNTRY OF INCORPORATION

REGISTERED ADDRESS

CITY / TOWN

POSTCODE / ZIP

COUNTRY

WEBSITE

Main contact

CONTACT NAME

POSITION

EMAIL

TELEPHONE

Individuals who will provide services

List everyone who will promote Indigo FX for the Affiliate. Each person must be approved by Indigo FX before starting (clause 1.5).

NAMES AND ROLES

Commercial terms (completed by Indigo FX)

COMMISSION RATE (% OF NET PROFIT)

TERRITORY

United Kingdom

INDIGO FX REFERENCE

SECTION 01

Indigo FX’s rights

1.1 **Client acceptance.** Indigo FX may accept or reject any prospect, and suspend or close any Client account, at its sole discretion and without giving reasons.

1.2 **Clients and trading.** Clients contract directly with Indigo FX, which owns the Client relationship, sets all credit and trading limits and decides whether to execute, change or reject any transaction. Indigo FX does not guarantee any volume of business.

1.3 **Reliance.** Indigo FX may rely on instructions that appear to come from the Affiliate or its approved people, without further checks.

1.4 **Reporting.** Indigo FX will share Client statements with the Affiliate only where the Client consents and the law allows.

1.5 **Control.** Indigo FX may require any material or activity to be changed or stopped, vet and approve the Affiliate’s people before they start, and suspend the Affiliate’s activities immediately where it suspects a breach or a regulatory, legal or reputational risk.

SECTION 02

Commission and payment

2.1 **Commission.** Indigo FX pays the Affiliate the percentage of Net Profit stated in Part A on Qualifying Transactions of Clients the Affiliate introduced. No commission is due on a transaction that is unpaid, reversed, defaulted or not completed.

2.2 **Calculation.** Indigo FX calculates Net Profit acting reasonably and in good faith. Its records are final unless there is a clear error.

2.3 **Statements and payment.** Indigo FX issues a monthly statement within 10 Working Days after month-end and pays within 10 Working Days after that, to the account in Part B, subject to a valid invoice where required and the Affiliate’s continued compliance.

2.4 **VAT and tax.** Commission excludes VAT. VAT is paid only against a valid VAT invoice from a VAT-registered Affiliate. The Affiliate is responsible for its own taxes and bank charges.

2.5 **Withholding and clawback.** Indigo FX may withhold, set off or reclaim commission for recalls, chargebacks, refunds, errors, fraud, Client defaults or any breach by the Affiliate, and may withhold commission while it investigates suspected non-compliance. Overpayments must be repaid within 10 Working Days of request.

2.6 **Payment details.** Indigo FX pays only to the account in Part B, which must be in the Affiliate’s own name. Changes must be sent in writing, signed by an authorised signatory, and Indigo FX may verify them by call-back before acting. A payment made to the last details Indigo FX holds discharges its obligation.

2.7 **No other payments.** No fees or expenses are payable unless Indigo FX agrees in writing. After termination, commission is payable only on Qualifying Transactions with a value date before termination.

SECTION 03

Confidentiality, data and intellectual property

3.1 **Confidentiality.** The Affiliate must keep Confidential Information secret, use it only for Marketing Services and disclose it only with Indigo FX’s written consent or where the law requires (giving prompt notice where lawful). This continues after termination.

3.2 **Data protection.** Indigo FX is controller of Client personal data. The Affiliate is an independent controller of its own prospect data and a processor of Client data only where Indigo FX instructs it. The Affiliate must comply with UK GDPR and the Data Protection Act 2018, keep data secure, not transfer it outside the UK/EEA without proper safeguards, tell Indigo FX of any breach affecting Clients within 24 hours, and return or delete Indigo FX data on request or termination.

3.3 **Intellectual property.** Indigo FX owns its trademarks, content and materials. It grants the Affiliate a limited, non-exclusive, revocable, non-transferable licence to use approved materials only for Marketing Services. All goodwill belongs to Indigo FX.

3.4 **Client ownership.** All Client relationships, accounts, data and records belong to Indigo FX.

SECTION 04

Term and termination

4.1 **Start.** This agreement starts on the date of the last signature and continues until terminated.

4.2 **Notice.** Either party may terminate at any time on 60 days' written notice.

4.3 **Immediate termination by Indigo FX.** Indigo FX may terminate or suspend immediately by written notice if: the Affiliate breaches this agreement materially, or fails to fix any breach within 10 Working Days of notice; information the Affiliate has given is untrue; the Affiliate becomes insolvent; the Affiliate's conduct may harm Indigo FX's reputation; a regulator requires it; or Indigo FX reasonably believes continuing creates a regulatory or legal risk.

4.4 **Termination by the Affiliate.** The Affiliate may terminate immediately if Indigo FX materially breaches this agreement and fails to fix it within 10 Working Days of notice.

4.5 **On termination.** The Affiliate must stop all Marketing Services, remove Indigo FX branding, and return or delete Confidential Information. Rights that have already arisen continue, as do clauses 2.5, 2.7, 3, 5 and 6.

4.6 **Force majeure.** Neither party is liable for delay caused by events beyond its reasonable control. If this lasts four weeks, the unaffected party may terminate on 30 days' written notice.

SECTION 05

Liability and indemnity

5.1 **Indemnity.** The Affiliate will indemnify Indigo FX and its officers and employees against all losses, liabilities, fines (so far as the law allows), costs and legal fees arising from: the Affiliate's breach of this agreement or Applicable Law; any unapproved or misleading marketing; any inaccurate information; the Affiliate's negligence, fraud or wilful misconduct; or any Client or third-party claim linked to the Affiliate's acts or omissions.

5.2 **Claims.** Indigo FX has sole control of the defence and settlement of any claim involving Clients. The Affiliate must cooperate and may be required to defend or settle at its own cost.

5.3 **Limits on Indigo FX's liability.** Indigo FX gives no assurance of earnings. It is not liable for loss of anticipated commission, profit or business, or for indirect or consequential loss. Its total liability under this agreement is limited to the commission paid or payable to the Affiliate in the 12 months before the claim arose.

5.4 **What is not limited.** Nothing in this agreement limits liability for fraud, death or personal injury caused by negligence, or anything else that cannot lawfully be limited.

SECTION 06

General

6.1 **Governing law.** English law governs this agreement and any dispute about it. The courts of England and Wales have exclusive jurisdiction, although Indigo FX may seek urgent relief in any court.

6.2 **Disputes.** Before starting proceedings, the parties will try in good faith to resolve a dispute for 20 Working Days after written notice, except where urgent relief is needed.

6.3 **Notices.** Notices must be in writing and sent to the other party's address or email shown in this agreement. Notices to Indigo FX go to: Chief Executive Officer, Indigo FX Ltd, One Canada Square, Canary Wharf, London E14 5AA.

6.4 **Assignment.** The Affiliate may not assign, subcontract or transfer any right or duty without Indigo FX's written consent. Indigo FX may assign to a group company or successor.

6.5 **Outside the UK.** The Affiliate is solely responsible for the legality of its activities in any country. Indigo FX is not liable for the legality of its services outside the United Kingdom.

6.6 **Other terms.** This is the whole agreement between the parties. Changes must be in writing and signed by both parties, except those Indigo FX may make under clause 1.5. A delay in enforcing a right is not a waiver. If a clause is unenforceable, the rest continues. Only the parties and the people covered by clause 5.1 may enforce it. It may be signed in counterparts and electronically.

SECTION 07

Appointment and key terms

7.1 **Appointment.** Indigo FX appoints the Affiliate, on a non-exclusive basis, to provide Marketing Services in the Territory. Indigo FX may appoint other affiliates and market directly.

7.2 **Independent contractor.** The Affiliate acts for itself. Nothing in this agreement creates a partnership, joint venture, employment or agency, and the Affiliate cannot bind Indigo FX or act as its payment agent.

7.3 **Definitions.**

- **"Client"** means a person introduced by the Affiliate who has accepted Indigo FX's client documentation and been accepted by Indigo FX.
- **"Marketing Services"** means introducing prospective clients to Indigo FX and promoting its services using approved materials. It does not include any regulated activity.
- **"Net Profit"** means the profit Indigo FX earns on a Qualifying Transaction after deducting transfer (SWIFT) costs, roll fees, bank and service provider charges and any other direct cost of that transaction.
- **"Qualifying Transaction"** means a Client transaction executed by Indigo FX, fully paid in cleared funds, with a value date in the relevant calendar month.
- **"Applicable Law"** means all laws and rules that apply to either party, including FCA rules, the Payment Services Regulations 2017, anti-money laundering, sanctions, bribery, financial promotions and data protection law.
- **"Confidential Information"** means non-public information about Indigo FX, its Clients, pricing, systems or business, in any form.
- **"Territory"** means the territory stated in Part A.
- **"Working Day"** means a day other than a Saturday, Sunday or public holiday in England.

7.4 **This agreement** is Part A, Part B and these terms. It replaces any earlier affiliate agreement between the parties.

PART B

Payment details

Commission is paid only to a bank account in the Affiliate's own name (clause 2.6). Complete the UK section for a sterling account, or the international section for any other account. Indigo FX may verify these details before the first payment.

- ☐ UK bank account (GBP)
- ☐ International bank account

Account details

PAYEE NAME (ACCOUNT HOLDER, AS SHOWN ON THE ACCOUNT)

BANK NAME

ACCOUNT CURRENCY

UK bank account

ACCOUNT NUMBER

SORT CODE

International bank account

IBAN

SWIFT / BIC

ACCOUNT NUMBER (IF NO IBAN)

BANK COUNTRY

BANK ADDRESS

Tax and remittance

VAT NUMBER (IF REGISTERED)

EMAIL FOR PAYMENT ADVICE

The Affiliate confirms these details are correct and that the account is in the Affiliate's own name. It will tell Indigo FX in writing, signed by an authorised signatory, of any change. Indigo FX is not responsible for payments made to the details it holds.

EXECUTION

Signatures

By signing, each party agrees to this agreement, including Parts A and B.

Signed for and on behalf of the Affiliate

SIGNATURE

FULL NAME

POSITION

DATE

Signed for and on behalf of Indigo FX Ltd

SIGNATURE

FULL NAME

POSITION

DATE

Indigo FX Ltd is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 (FRN 594433).