



# **PARTNERSHIP AGREEMENT**

## **I. General Provisions**

This Partnership Agreement (hereinafter the “Agreement”) shall define the conditions and procedures for cooperation between Partners and/or Introducing Brokers (hereinafter the “Partner(s)”) and Prime Capital Markets (PCM) LTD. (hereinafter the “Company”).

## **II. Definitions**

**Account:** the unique trading account assigned by the Company to any Client completing the account opening application procedure and approved by the Company.

**Affiliated Entities (“Affiliates”):** with respect to the Company shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with the Company. The Company may publish to the Site(s) the details of its Affiliated Entities which are providing services in relation to any trading in financial instruments and to which the Partner may introduce clients to.

**Agreement:** the present Partnership Agreement.

**Business Day:** shall mean any day other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other international holidays to be announced on the Company’s Site.

**Client:** means any client (natural persons and/or legal entities) referred, proposed and/or introduced to the Company by the Partner pursuant to and in accordance with the terms and conditions of this Agreement. It is agreed that once the clients are referred and introduced to the Company by the Business Introducer, they shall be considered as the clients of the Company and not the clients of the Business Introducer, until such time that the same are rejected by the Company as per the terms of this Agreement.

**Client Agreement:** an agreement between the Company or any of its Affiliated Entities and the Client for the provision of services in relation to any trading in financial instruments offered by the Company or any of its Affiliated Entities.

**Company: Prime Capital Markets (PCM) LTD,** a meticulously regulated investment firm by the Financial Services Commission (FSC) of Mauritius, with Global Business Licence No. GB23202449, under Code FS-4.1..

**Confidential Information:** has the meaning given in clause 9.1.

**Copy Trading:** shall have the meaning given under the Client Agreement.

**Discloser:** means the party disclosing or providing Confidential Information (either directly or through such party’s Representatives) to the Recipient or the Recipient’s Representatives.

**Introduced Client:** any physical person or entity who resides and/or located in the Territory and has been introduced by the Partner to the Company and/or to any of its Affiliated Entities through a Partner Link and with whom the Company and/or any of its Affiliated Entities concluded a Client Agreement.

**Law(s):** means any statute, treaty, ordinance, rule, regulation, directive, decision, circular permit, order, writ, injunction, judicial decision, decree, code or other legally binding requirement of any regulatory and/or governmental authority that may be in effect and applicable to the Company and/or its Affiliated Entities from time to time.

**Non-Active Introduced Client:** any Introduced Client who resides and/or located in the Territory and has no activity (trading or deposit in all of their Accounts with the Company or any of its Affiliated Entities) in their Personal Area with the Company or its Affiliated Entities for a period of ninety (90) days.

**Partner:** a physical person over eighteen (18) years old or a legal entity approved by the Company to introduce Prospective Clients to the Company and/or to its Affiliated Entities under the terms and conditions of this Agreement.

**Partner Account(s):** the unique account assigned by the Company to any Partner for the purpose of receiving the Partner Commission.

**Partner Commission:** the amount payable to the Partner subject to clause 5 of the present Agreement.

**Partner Link:** the unique link provided by the Company to the Partner for identifying the Partner activities and the Clients introduced to the Company and/or to its Affiliated Entities by the Partner.

**Partner Site:** the websites and social media sites operated and/or owned by the Partner and/or Referral Agent for the purpose of introducing Prospective Clients to the Company and/or to its Affiliated Entities.

**Personal Area:** the Client's personal space on the Company's or its Affiliated Entities Site(s).

**Promotional Material:** any material provided by the Company and/or its Affiliated Entities to the Partner and used by the Partner in order to promote any activity related to the Company and/or to its Affiliated Entities or the Site(s) for the purpose of this Agreement, including but not limited to written texts, training materials, advertisements, newsletters, logos, banners, promo links etc.

**Recipient:** means the party receiving the Confidential Information (either directly or indirectly through such party's Representatives) from the Discloser or the Discloser's Representatives.

**Referral Partner:** a physical person or entity who is connected with and/or appointed by a Partner for introducing Prospective Clients to the Company and/or to its Affiliated Entities

by using the Partner Link of the principal Partner and with whom the Company and/or its Affiliated Entities concluded a Partnership Agreement.

**Representative(s):** means, with respect to a particular party, such party's (i) Affiliates, (ii) officers, directors and employees, (iii) attorneys, accountants and financial advisors, and (iv) officers, directors and employees of such party's Affiliates, who shall each be legally obligated to observe and perform the obligations of such party and to keep and treat the Discloser's Confidential Information received hereunder in a manner consistent with the terms hereof.

**Site(s):** without limitation shall mean the websites and that will be used by the Company to communicate to the Partner from time to time or any such other website or sub-domain as the Company may maintain from time to time and communicated to the Partner.

**Territory** means the country or territories prescribed and/or those being accepted by the Company from time to time in its sole discretion (GEO Target).

### **III. Partners' Rights and Obligations**

3.1 Partner Eligibility and Approval: To become a Partner, an individual or entity must submit a complete application through the designated process. The Company reserves the right, at its sole discretion, to approve or reject any application. Additional documents or clarifications may be requested before a decision is made.

3.2 No Authority to Bind The Partner shall have no authority to bind the Company or to make or accept any offers or representations on the Company's behalf. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the Company and the Partner.

3.3 Once the application is approved and this Agreement is accepted, the Company authorizes the Partner to promote the Company's services by directing potential clients to its main website and/or any affiliated platforms. This right is non-exclusive and non-transferable, and the Partner will receive a unique tracking link to facilitate referrals, in accordance with the terms of this Agreement.

3.4 By entering this Agreement, the Partner grants the Company a non-exclusive and non-transferable license to use the Partner's name and/or logo without cost, solely for the purpose of fulfilling its obligations under this Agreement, for the duration of the partnership

3.5 The Partner undertakes the following:

3.5.1 The Partner shall act in good faith and refrain from making any false or misleading statements regarding the Company, its services, or any of its affiliated entities.

3.5.2 The Partner must not engage in any conduct, nor make statements, that they know or reasonably should know would harm the reputation or business interests of the Company or its affiliated entities, or those associated with them.

3.5.3 The Partner agrees to collaborate with the Company in handling and resolving complaints raised by clients referred by the Partner.

3.5.4 The Partner shall promptly provide any requested documentation or evidence to the Company in connection with its interactions with referred clients, particularly where the Company is directly or indirectly involved.

3.5.5 The Partner shall not knowingly take or permit any actions that may lead to a breach of the Client Agreement between the Company (or its affiliated entities) and its clients, or any applicable legal or regulatory requirements.

3.5.6 The Partner agrees to maintain ongoing cooperation with the Company as part of this Agreement.

3.5.7 The Partner agrees to cooperate fully with the Company and promptly provide any information or documentation the Company may reasonably request.

3.5.8 The Partner shall fulfill all responsibilities under this Agreement while managing their business operations in a manner consistent with widely accepted professional and ethical standards. All activities must comply with applicable laws and regulatory requirements

3.5.9 The Partner must avoid any conduct that could result in the Company or its affiliated entities falling short of the expected standards of professional behavior. Furthermore, the Partner agrees to comply with all legal, regulatory, and operational obligations relevant to either party.

3.5.10 The Partner also agrees to immediately inform the Company of any complaints, regulatory actions, investigations, or other significant developments that could impact their ability to perform their obligations under this Agreement in accordance with the law.

3.5.11 The Partner agrees to supply the Company with all information and supporting documents required in connection with the services provided under this Agreement.

3.5.12 The Partner must immediately inform the Company in writing of any known or suspected breach of applicable legal or regulatory obligations. Unless otherwise notified in writing, the Company will assume that all necessary licenses, approvals, and authorizations remain valid and in force.

3.5.13 The Partner must promptly notify the Company in writing if they become subject to any actual or potential judgment, disciplinary action, order, or legal claim (including ongoing or anticipated litigation) in connection with their professional activities. If, in the

Company's reasonable view, such events may negatively impact its reputation or that of its affiliated entities, the Company reserves the right to take appropriate action.

3.5.14 The Partner agrees to fully indemnify and hold harmless the Company and its affiliated entities for any losses, liabilities, or damages resulting from breaches of legal or regulatory obligations, whether occurring during the term of this Agreement or following its termination, that are directly or indirectly linked to the Partner's conduct.

3.5.15 The Partner agrees to handle and settle any disputes or disagreements that may arise directly with the Prospective or Introduced Client, in accordance with the procedures set forth under clauses 15.5 and 15.6 of this Agreement.

3.6 The Partner shall not:

3.6.1 Initiate any form of contact or engage with Prospective or Introduced Clients unless prior written authorization has been granted by the Company.

3.6.2 Receive funds from Prospective or Introduced Clients on behalf of the Company or its affiliated entities, nor carry out any trading activities on behalf of such clients.

3.6.3 Modify, alter, or amend any legal or promotional materials issued by the Company or its affiliated entities without prior written approval.

3.6.4 Make any statements, assurances, or representations about the Company or its affiliated entities unless expressly authorized to do so in writing by the Company.

3.6.5 In their role as Partner, assume any obligations or liabilities on behalf of the Company or its affiliated entities, nor offer credit, make contractual commitments, or bind the Company or its affiliates in any form.

3.7 The Partner acknowledges that if an Introduced Client requests to be reassigned to another Partner, the Company and/or its affiliated entities may, at their sole discretion, grant such request and discontinue any commission payments to the originally linked Partner for that client.

3.8 In the event of a breach of this Agreement by the Partner, the Company retains the full right to reassign any Introduced Clients and to suspend or terminate any commission payments to the Partner previously associated with those clients

#### **IV. Company's Rights and Obligations**

4.1 The Company and/or its affiliated entities reserve the full right to decline the onboarding or registration of any Prospective Client referred by the Partner, at their sole discretion.

4.2 All personal information and data relating to Introduced Clients shall remain the exclusive property of the Company and/or its affiliated entities.

4.3 The Company reserves the right to discontinue commission payments for any Introduced Client who is deemed inactive and may, at its discretion, revoke the Partner's association with that client.

4.4 The Company may modify the designated Territory at any time, at its sole discretion, without prior notice.

4.5 The Company and/or its affiliated entities may review the Partner's website and request necessary changes. The Partner agrees to implement any such requested modifications promptly

4.6 The Company undertakes to:

A) Fulfill its obligations under this Agreement in good faith;

B) Save information about all Introduced Client transactions, for such period as may be reasonably required for the purposes of this Agreement;

C) Pay Partner Commission for Introduced Clients, except in the following circumstances:

- If the Client and the Partner are determined to be the same individual or legal entity;
- If the Partner violates any provisions of this Agreement;
- If any of the conditions outlined under Clause 5.8 are met.

## **V. Payment of Partner Commission**

5.1 The Partner will receive compensation for each eligible trading activity conducted by the clients they introduced, excluding trades involving any form of credit or bonus funds.

5.2 Commissions will be calculated on all finalized transactions either within 15–30 minutes or within a 24-hour window, and shall be made available for withdrawal daily. The Company reserves the right to adjust timing or frequency at its sole discretion.

5.3 Unless explicitly communicated otherwise, the standard Partner Commission model applies as follows:

- Forex instruments (Standard account, suffix -m):

Partner Commission = Reward % × Spread (pips) × Pip Value (USD)

- Raw Spread account instruments:

Partner Commission = Number of Lots × Fixed USD Commission

5.4 When Introduced Clients trade using bonuses or credits, a credit coefficient is applied to calculate the adjusted Partner Commission:

Credit Coefficient = (Equity – Credit) / Equity

Reward = Base Commission × Credit Coefficient

5.5 The default commission applies to direct (first-level) clients. The Company may, at its discretion, compensate for second-level referrals under specific tools or instruments tied to spread-based commission models.

5.6 If the cost of hedging client positions increases, the Company reserves the right to adjust the commission downward accordingly.

5.7 In cases of self-referral (e.g., same IP usage or indirect control by the Partner), the Company may reduce the commission to 0%.

5.8 Partner Commission may be delayed, adjusted, or canceled entirely under the following circumstances:

- A. Partner or referred client accounts are deemed suspicious.
- B. The commission stems from fraudulent, abusive, or misleading behavior.
- C. Clients perform trades solely for generating commissions without legitimate intent.
- D. Accounts are blocked, archived, or dormant as per Company policy.
- E. Commission value is less than 0.01 of Partner Account's currency.
- F. Trade results are voided due to off-market pricing.
- G. Client's balance consists solely of credit/bonus.
- H. Client acquisition was via restricted platforms (e.g., Facebook Ads, Instagram).
- I. Clients breach terms of the Client Agreement.
- J. Client fails internal eligibility criteria.
- K. Due diligence (KYC/KYB) requirements are unmet.
- L. The Partner breaches this Agreement or legal regulations.
- M. Client trades under Copy Trading setup (where not commission-eligible).
- N. Clients use non-eligible accounts or instruments.
- O. Agreement has been terminated (including pre-termination pending conditions)

5.9      Withholding      of      Payments      for      Compliance      Reasons  
The Company reserves the right to delay, suspend, or withhold the payment of Partner Commission if the Partner or any of its Introduced Clients is under investigation or suspected of violating applicable laws, financial regulations, or the terms of this Agreement. This includes, but is not limited to, suspected fraud, unauthorized solicitation, and failure to comply with AML or data protection obligations.

5.10 If restrictions on a client account are lifted, commission payments may resume.



5.11 Commission calculation methods may be updated periodically. The most recent structure will be published in the 'Reports' section of the Partner Portal and will apply going forward.

5.12 All commissions shall be paid to the designated Partner Account. Any alternative must be pre-approved by the Company.

5.13 The Partner is responsible for their own tax obligations, as well as any transfer, conversion, or banking fees.

## **VI. The Use of Promotional Material**

6.1 The Partner may only use marketing and promotional content that has been supplied or explicitly approved by the Company. Any independently created materials—including but not limited to banners, landing pages, email templates, or domains—must be submitted for review and receive written approval before being published or distributed.

6.2 All materials provided or designed by the Company remain its sole intellectual property and may not be used outside the scope of this Agreement without the Company's prior written consent.

6.3 The Company reserves the right to limit the use or display of promotional content in specific jurisdictions, which will be communicated to the Partner. Furthermore, the Company may impose restrictions on how or where the Partner may distribute or publish such content, and the Partner agrees to follow all such instructions promptly and without delay.

## **VII. Promotion Restrictions**

7.1 The Company and its affiliated entities retain full ownership of all registered and protected trademarks, logos, and brand elements globally. The Partner acknowledges that they may not register, use, or associate any business, product, or domain name with the Company's trademarks or branding.

7.2 Subject to the terms of this Agreement, the Company may grant the Partner a temporary, non-exclusive, non-transferable, and revocable license to use its name, trademarks, and approved promotional materials, solely for the purpose of directing traffic to the Company's website and promoting its services.

7.3 The Partner agrees to the following conditions:

- Use of the Company's name and branding is restricted to the materials and purposes expressly permitted under this Agreement.
- The Partner shall not contest the Company's ownership of its trademarks or act in a way that could harm the Company's reputation, image, or brand.
- All applicable laws and industry standards concerning the use and protection of intellectual property must be strictly followed.
- Any potential trademark infringements or misuse identified by the Partner must be reported promptly to the Company in writing.
- The use of the Company's trademarks in paid advertising (including display ads, ad copy, or keyword bidding) requires prior written approval from the Company.
- The Partner is prohibited from impersonating the Company or acting as its agent without express written authorization.

7.4 All intellectual property developed, shared, or referenced in connection with this Agreement remains the sole property of the Company. The Company reserves the right to revoke the Partner's permission to use any branding or promotional material at any time, without prior notice or justification

7.5 The Partner agrees to uphold the following obligations:

- Clearly include risk warnings and relevant disclaimers on any Partner-owned website where the Company's services are promoted.
- Add the Company's brand terms as negative keywords in all paid advertising to avoid broad match or trademark violations.
- Transparently disclose the commercial relationship with the Company and its affiliated entities (if applicable) in any content published, including blogs, reviews, or media articles, both financial and non-financial in nature.
- Follow all advertising guidelines provided by the Company, which may be updated at the Company's sole discretion.

7.6 The Partner and its affiliates are strictly prohibited from:

- Registering or using any domains, subdomains, keywords, or identifiers that include or resemble the Company's trademark, name, or affiliated branding—whether directly or indirectly—without prior written authorization.
- Bidding on or purchasing online placement or keywords that contain or imitate the Company's name, branding, or trademarks in any form.
- Embedding variations, translations, or misspellings of the Company's name in metadata (including title tags, keywords, or descriptions) to manipulate search visibility.
- Using misleading redirect techniques or cloaking URLs to drive traffic deceptively.
- Generating traffic using fraudulent or artificial methods such as bot networks, automated scripts, toolbars, click farms, or unauthorized tracking mechanisms (e.g., super cookies).

- Placing ads on websites or in contexts considered misleading, unethical, illegal, or inappropriate—including but not limited to content that is sexually suggestive, violent, deceptive, or exploits sensitive events.
- Misrepresenting the Company's services, including omitting mandatory risk disclosures or using language that may deceive or mislead potential clients.
- Deploying malicious software, pop-up advertising, or email campaigns without explicit user consent.

Liability: The Partner accepts full responsibility for any legal, regulatory, or financial consequences resulting from improper use of the Company's intellectual property or from violating advertising guidelines. This includes the obligation to cover any legal fees, fines, or penalties arising from such breaches.

## **VIII. Protection of Personal Data**

8.1 The Partner agrees to fully comply with all applicable data protection laws and regulations in the course of performing its obligations under this Agreement.

8.2 The Partner shall be solely responsible for any breach of such laws and undertakes to:

- Fully indemnify and hold harmless the Company and/or its affiliated entities, including their directors, officers, employees, shareholders, and owners, from and against any and all claims, liabilities, losses, penalties, damages, settlements, judgments, or legal costs.
- Cover any fines or financial losses resulting from non-compliance with personal data regulations or from any misconduct, negligence, fraud, or breach of this Agreement by the Partner or its representatives.

8.3 This obligation applies to all direct or indirect consequences, including claims brought against the Company due to the Partner's actions or failure to act lawfully.

8.4 **Anti-Money Laundering and Know Your Client Compliance**  
The Partner shall comply with all applicable anti-money laundering (AML), counter-terrorism financing (CTF), and Know Your Client (KYC) regulations. The Partner agrees to only introduce Clients who have been onboarded in good faith and are not involved in any unlawful activity. Upon request, the Partner must provide the Company with any information or documentation necessary for compliance with applicable AML/KYC laws. The Company reserves the right to suspend or terminate this Agreement if the Partner is found to be in breach of these obligations.

## **IX. Confidentiality**

## 9.1 Definition of Confidential Information

"Confidential Information" refers to any non-public information—whether oral, written, electronic, or otherwise—disclosed by the Company (or its affiliates or representatives) to the Partner or its representatives, before, during, or after the signing of this Agreement. This includes, without limitation:

- The fact and status of any commercial discussions or negotiations;
- The existence and terms of this Agreement;
- Business strategies, operations, financial data, client or employee details, product information, marketing plans, technical know-how, software, trade secrets, and any other proprietary information of the Company or its affiliates;
- Any data, insights, or analysis derived from such information;
- Any content explicitly labeled or reasonably understood to be confidential.

## 9.2 Exclusions

Confidential Information does not include information that:

- Becomes publicly available without breach of this Agreement;
- Was lawfully known to the receiving party before disclosure;
- Is lawfully disclosed by a third party not under confidentiality obligations;
- Is independently developed by the receiving party without reference to the Confidential Information;
- Is agreed in writing by the disclosing party to be non-confidential.

### 9.3 Obligations of the Recipient

The Partner agrees to:

- Maintain all Confidential Information in strict confidence;
- Use it solely for the purposes set forth in this Agreement;
- Not disclose it to any third party without prior written consent from the Company;
- Avoid copying, reproducing, or storing it beyond what is strictly necessary;
- Implement reasonable security measures to prevent unauthorized access, including any specific safeguards required by the Company.

## 9.4 Disclosure to Representatives

The Recipient may share Confidential Information with its affiliates and authorized representatives on the condition that:

- Each recipient of the information is made aware of its confidential nature before disclosure;
- The Recipient ensures those parties adhere to the same confidentiality obligations as outlined in this Agreement.

The Recipient remains fully liable for any breach of confidentiality obligations by its affiliates or representatives, as though such breach were committed by the Recipient directly.

9.5                                      Legally                                      Required                                      Disclosure  
A party may disclose Confidential Information if and to the extent required by:

- A valid order from a court, regulatory body, or tax authority with proper jurisdiction;
- The rules or regulations of any stock exchange or listing authority where the party or its affiliates are listed;
- Any applicable law or governmental regulation.

To the extent legally allowed, the disclosing party must:

- Provide advance notice to the other party before the disclosure occurs;
- Consider and, where feasible, implement any reasonable requests made by the other party regarding the nature or extent of the disclosure.

If prior notice is not legally permitted, the disclosing party shall, as soon as practicable after the disclosure, inform the other party of the circumstances and scope of the information disclosed.

9.6            Return            or            Destruction            of            Confidential            Information  
Upon written request from the Discloser, the Recipient shall promptly:

- Return or destroy all materials, documents, and copies containing or derived from Confidential Information;
- Permanently delete all such information from its systems, storage devices, and any third-party data services;
- Confirm in writing that these actions have been completed.

This obligation does not apply to materials the Recipient is legally required to retain to comply with laws, regulatory authorities, or listing rules. Any retained materials shall continue to be governed by the confidentiality obligations of this Agreement.

## **X.        Restrictions, Amendments and Termination**

### **10.1 Operational Restrictions**

The Company reserves the right to restrict or suspend the operation of any Partner Account, at its sole discretion, under any of the following circumstances:

- Suspicion of the Partner's involvement in fraudulent, unlawful, or unethical activities;
- Breach by the Partner of any term of this Agreement, the Client Agreement, or any other related contractual document with the Company;
- If the Partner is also a Client of the Company and is in violation of any term governing their trading or account relationship;

- If any Introduced Client is suspected of abusive trading, fraudulent activity, or a breach of the Client Agreement, as determined solely by the Company.

## 10.2 Agreement Amendments

The Company may update or modify the terms of this Agreement at any time, with immediate effect and without prior notice. Continued participation in the Partnership Program following such modifications shall constitute acceptance of the revised terms.

## 10.3 Termination by the Company

The Company may terminate this Agreement and revoke the Partner's status with immediate effect for any of the following reasons:

- The Partner breaches any provision of this Agreement;
- The Partner, also acting as a Client, breaches the Client Agreement or any associated documentation;
- The Company determines that the Partner is not demonstrating sufficient effort or activity in promoting the Company's services;
- Any Introduced Client engages in abusive or suspicious behavior or violates the Client Agreement;
- The Company reasonably believes that the Partner has engaged in illegal acts or conduct that damages the Company's business, reputation, or intellectual property;
- Violation of the Company's privacy policies or unauthorized sharing of personal data.

The Company may also terminate this Agreement without cause, by giving five (5) calendar days' written notice to the Partner.

## 10.4 Effect of Termination

Upon termination, the Company shall:

- Pay any outstanding Partner Commission earned before the termination notice, excluding any commissions blocked or withheld under this Agreement;
- Cease all commission payments for Introduced Clients generated after the notice of termination;
- Reserve the right to reduce Partner Commission to 0% effective from the notice date.

Withdrawal or cancellation of a termination notice shall not affect the above terms unless explicitly agreed in writing.

## 10.5 Post-Termination Provisions

- The Partner shall immediately cease using the Company's name, trademarks, and Promotional Material and must return any such materials.
- The Company may impose a one-time Termination Handling Fee of up to \$10,000 (or equivalent) per Partner Account if the Partner fails to withdraw the remaining balance after the termination notice period ends. The total fee shall not exceed \$10,000 per personal area.
- The Company may apply the Termination Handling Fee at its sole discretion following the effective termination date.

## 10.6 Termination by the Partner

The Partner may terminate this Agreement at any time by providing five (5) calendar days' written notice to the Company via email.

If the Partner is also a Client and terminates their Client Agreement, the Partnership Agreement and Partner Account shall also be terminated simultaneously or within five (5) calendar days of such termination.

## **XI. Indemnity**

11.1 The Partner agrees to fully indemnify and hold harmless the Company and/or any of its Affiliated Entities, including their directors, officers, employees, authorized representatives, and agents, from and against any and all liabilities, claims, demands, legal actions, costs, damages, losses, or expenses of any kind (including reasonable legal fees and penalties) arising directly or indirectly from:

- The Partner's actions, omissions, or misconduct;
- Any breach of this Agreement by the Partner;
- Any infringement of intellectual property rights or violations of confidentiality obligations;
- Any act of negligence, willful misconduct, or fraud committed by the Partner.

11.2 The Company reserves the right to offset or deduct any indemnifiable amount from outstanding or future Partner Commissions payable to the Partner under this Agreement.

## **XII. Client Complaints**

12.1 The Partner shall immediately notify the Company, both by phone and in writing, of any complaint received that concerns the Company and/or any of its Affiliated Entities. Upon request by the Company, the Partner must provide a comprehensive written report,

including all relevant supporting documentation, within five (5) calendar days from the date of receiving the complaint.

12.2 Furthermore, the Partner is required to inform the Company in writing of any complaint received from an Introduced Client that relates to activities performed by the Partner. If the Company determines that remedial action is warranted, the Partner agrees to take appropriate steps to review and improve its procedures in order to prevent similar complaints in the future.

### **XIII. Notices**

13.1 For the purposes of this Agreement, “written notice” refers to any communication that is typed or handwritten and delivered via email and/or through the Partner’s designated personal area.

13.2 Any such notice shall be considered valid and effective from the moment it is sent to the Company's official email address listed below or to the most recent email address provided by the Partner to the Company.

Company Contact Email: [Insert Email Address]

### **XIV. Entire Agreement**

14.1 This Agreement, along with any referenced documents, represents the complete and exclusive understanding between the parties regarding the subject matter herein. It supersedes all prior agreements, negotiations, communications, representations, or warranties, whether written or oral, relating to the same subject.

### **XV. Partner’s Representations and Warranties**

15.1 Authority and Capacity: The Partner represents that they have the full authority and legal capacity to enter into this Agreement and fulfill all obligations under it, without requiring approval or consent from any third party. The Partner further acknowledges that it is acting solely as an independent contractor and not as an employee, representative, or agent of the Company, as set out in Clause 19.6

15.2 Authorizations and Licensing: The Partner confirms that they have obtained, and will maintain throughout the duration of this Agreement, all necessary licenses, permits, consents, or approvals (including any from regulatory or governmental bodies) required to perform their responsibilities. Proof of such authorizations must be submitted to the Company before any activities under this Agreement begin.



15.3                      Disclosure                      of                      Material                      Information  
Prior to signing this Agreement, the Partner confirms they have fully and fairly disclosed all relevant information to the Company. This includes, but is not limited to:

- Geographic targeting of leads
- Marketing channels
- Regulatory status
- Any past issues encountered in providing similar services to Introduced Clients  
This information is considered critical in helping the Company assess whether and how to engage with the Partner or any Prospective Clients.

15.4                      Accuracy                      of                      Information  
The Partner guarantees that all details and documentation provided to the Company are complete, truthful, and materially accurate. The Partner agrees to promptly notify the Company of any changes and will provide any additional information or documents upon request.

15.5                      Confidentiality                      and                      Client                      Consent  
The Partner agrees not to share any contact or personal data of Prospective, Introduced, or Active Clients without obtaining prior consent, in line with applicable data protection laws and legal notices.

15.6                      Client                      Interactions  
The Partner acknowledges that any communication initiated by a Prospective or Introduced Client (even if excessive or inappropriate) is not the responsibility of the Company. All interactions between the Partner and Clients are conducted independently.

15.7                      Dispute                      Resolution  
The Partner agrees that any disagreements or disputes with Prospective or Introduced Clients will be handled solely by the Partner. The Company will not act as an intermediary or intervene in such matters.

15.8                      Additional                      Terms  
By accepting this Agreement, the Partner also agrees to comply with the terms and conditions of any Company loyalty program and all relevant documents published on the official website or in the Partner's portal

15.9                      Record                      Keeping  
The Partner shall maintain accurate and complete records for the term of this Agreement and for a minimum period of five (5) years after its termination, in accordance with applicable financial services laws and audit requirements, including those imposed by the FSC or any relevant authority..

## **XVI. Severability**

16.1 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, illegal, or in conflict with any applicable law, regulation, or market rule, that specific provision shall be deemed excluded from this Agreement from its inception. This Agreement shall then be interpreted and enforced as if such provision had never been included, and the validity, legality, and enforceability of the remaining provisions shall not be affected.

The enforceability of the excluded provision under the laws or regulations of any other jurisdiction shall remain unaffected where applicable.

## **XVII. Assignment**

The Company may assign any or all of its rights, obligations, or benefits under this Agreement to a third party at any time, by providing the Partner with at least five (5) Business Days' written notice. This includes, without limitation, assignments made in the context of a merger, acquisition, corporate reorganization, winding-up proceedings, or the sale or transfer of all or part of the Company's business or assets.

In such cases, the Company shall have the right to disclose and/or transfer all Partner-related information, including personal data, communications, due diligence documentation, and Partner Account balances.

The Partner may not assign, transfer, novate, or otherwise deal with its rights or obligations under this Agreement without the Company's prior written consent.

## **XVIII. No Waiver**

No failure or delay by either party in exercising any right, power, privilege, or remedy under this Agreement shall operate as a waiver of such right, power, privilege, or remedy. The exercise of any such rights in part shall not prevent the future exercise of the same or any other rights

## **XIX. Miscellaneous**

19.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Company and the Partner, constitute either party as the agent of the other, nor authorize the Partner to make or enter into any commitments or agreements on behalf of the Company or any third party.

19.2. In the event of any dispute between the Partner and any Prospective Client and/or Introduced Client and/or Client, or in the event of suspicion by the Company of any fraudulent or illegal activity involving the Partner, the Company reserves the right to block

any amount of money held in any of the Partner's Accounts or any Client Account maintained in the Partner's name.

19.3. All rights and remedies granted to the Company under this Agreement are cumulative and are not exclusive of any rights or remedies provided by applicable law.

19.4. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Republic of Mauritius. The Partner irrevocably agrees that the courts of Mauritius shall have exclusive jurisdiction.

19.5. In the event of the death or mental incapacity of the Partner (if a natural person), or of a representative forming part of the Partner (if a legal entity), all funds held by the Company or its nominee shall be for the benefit and under the instructions of the surviving party(ies), and all outstanding obligations toward the Company shall remain binding on such surviving party(ies).

19.6 Independent Contractor: The Partner acknowledges and agrees that it is acting as an independent contractor and not as an employee, agent, legal representative, or partner of the Company. Nothing in this Agreement shall create any employment relationship, joint venture, agency, or partnership between the Company and the Partner. The Partner shall have no authority to bind the Company or incur any obligations on its behalf

## **XX. Referral Agent**

*Applicable only to Partners acting as Referral Agents.*

20.1 Any individual or entity may become a Referral Agent, subject to the Company's sole discretion to approve, reject, or request further documentation.

20.2 Upon acceptance, the Referral Agent receives a non-exclusive, non-transferable right to refer Prospective Clients to the Company's Site or its Affiliated Entities' Sites. These clients will be automatically linked to the Partner whose referral link was used.

20.3 Referral Agent Commissions are paid by the Company based on the percentage set by the linked Partner, unless otherwise communicated. The Partner may grant access to reward history, client account info, and performance stats.

20.4 The Company shall not enforce or be held liable for any agreements between the Referral Agent and Partner, except for tracking and displaying the commission as per the Partner's settings. It accepts no responsibility for non-payment, miscalculations, delays, or data sharing cessation.

20.5 Commissions apply to first-level Introduced Clients, and if agreed with the Partner, also second-level Clients. However, reports will only show first-level activity.

20.6 If a Partner's status is terminated, the Company may, at its discretion, assign the Referral Agent to another Partner.

20.7 The Referral Agent warrants that it has full authority to enter and comply with the Agreement independently.

20.8 Any disputes between the Referral Agent and the Partner are outside the Company's responsibility.

20.9 The Partner may terminate the agreement with the Referral Agent at any time. Termination will take effect one (1) calendar day after notification by email or via the Partner's personal area.

20.10 The Partner may also change the Referral Agent Commission percentage at any time. The updated rate will apply one (1) calendar day after it is communicated.

20.11 In addition to this clause, the following provisions of the Agreement apply to Referral Agents: Clauses 1, 2, 3.1, 3.3–3.6, 4, 6–19, and 23.

## **XXI. Partner types**

The Company may offer different Partner types with varying commission levels. Criteria for upgrade are at the Company's sole discretion. The Company may refuse to upgrade or may downgrade a Partner type at any time, with or without notice.

## **XXII. Language**

The official language of the Company is English. All information and policies should be referenced in English. Translations are for convenience only and have no legal effect; the Company assumes no liability for any inaccuracies in non-English materials.

### **Survival**

Any clause intended to remain in force after termination will continue to apply, including but not limited to Clause 5.8, Clause 8 (Data Protection), Clause 9 (Confidentiality), Clause 11 (Indemnity), and Clause 19.2 (Dispute Resolution), as well as any provision necessary to protect the rights and obligations of the parties post-termination.