



PRIME XBT

**AFFILIATES &
INTRODUCING BROKERS
AGREEMENT**

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Last Revision Date: 19/10/2023

PREAMBLE

This **Affiliates & Introducing Brokers Agreement** constitutes a legally binding Agreement which **sets forth the Terms and Conditions of Engagement** (the “Agreement”) **BETWEEN:**

A. Prime XBT Trading Services Ltd, a company incorporated and existing under the laws of the Republic of the Marshall Islands (RMI), with Registration No. 120813, having its registered office address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 (hereinafter referred to as “**PrimeXBT**”, the “Company”, “we”, “us”, “our”, as appropriate)

-and-

B. Any person, being either a natural person or a legal entity and its authorised representative(s), who has Registered for, and successfully opened a PrimeXBT Partner Account on our Partner Management Platform Provider’s Systems, (henceforth “**the Affiliate**” or “**Introducing Broker**” or “Partner”, “**you**”, “your”, as appropriate) and who has agreed to the present Terms and Conditions of Engagement.

WHEREAS

This Agreement shall be read in conjunction with the PrimeXBT Partners Privacy Policy, which applies to all Affiliates or Introducing Brokers of PrimeXBT (the “Partner(s)” as applicable), and which forms an integral and inseparable part of this Agreement.

By registering to participate in the PrimeXBT Partnership Programme with our Platform Provider, and by submitting the Registration Form through our Platform Provider’s Systems, you shall be deemed to have unequivocally agreed to be bound by the terms and conditions set forth herein.

PrimeXBT shall have the absolute right, in its discretion, to reject the registration and/or subsequent engagement of any applicant Affiliate or Introducing Broker, if it decides that they do not meet the eligibility criteria for the lawful engagement of such person.

This Agreement may include certain terms and conditions which may not apply to the Affiliate or Introducing Broker, depending on their status and nature of business relationship with PrimeXBT. Terms that make express reference to Introducing Brokers, without referencing, or explicitly excluding Affiliates, shall apply only to Introducing Brokers and vice versa.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

Unless otherwise expressly provided in the Partnership Offer (as defined below), the terms used in this Agreement shall have the meanings ascribed to them below:

- 1.1. **“Agreement”** means the present Agreement including any Annexes and/or Appendices attached herein as this may, from time to time, be amended or replaced.
- 1.2. **“Acquisition or Payment Events”** means any such action as will be subsequently agreed between the Parties in the Partnership Offer, which may include, but shall not necessarily be limited to, actions towards introducing Leads and/or Unique Qualified Traders.
- 1.3. **“Campaign”** means any advertising campaign launched for the benefit of PrimeXBT, the characteristics of which correspond to and are in accordance with the terms and conditions set forth in this Agreement, the Partnership Offer and the direct instructions of PrimeXBT.
- 1.4. **“Channel(s)”** means the Affiliate’s or the Introducing Broker’s global advertising platform which may include without limitation: (i) websites owned or operated by the Affiliate or Introducing Broker, (ii) mobile applications or mobile websites owned or operated by the Affiliate or Introducing Broker, and/or (iii) the Affiliate or Introducing Broker Network.
- 1.5. **“Commission Rates”** means the list of rates and/or commission, as amended from time to time, which is made available on the Partner Management Platform which can be accessed via the Partner Account, and/or by any other means which may be agreed between the Parties, and which shall always constitute an integral and inseparable part of this Agreement.
- 1.6. **“Commission”** means the Fees and/or Commission Rate and/or any other rates that may be agreed in the Partnership Offer and/or a flat fee for any Acquisition. Each commission rate and Compensation Scheme depends on the Partner’s status as an Affiliate or Introducing Broker and the Leads’ or Unique Qualified Trader’s geolocation. Any and all commission rates and fees may be amended or altered by PrimeXBT at any time.
- 1.7. **“Compensation Scheme”** means the remuneration plan through which the Affiliate or Introducing Broker shall be compensated for their promotional and marketing efforts for PrimeXBT as set forth in the relevant Partnership Offer. The specific terms of the Compensation Scheme may be amended or altered by the Company at any time.

- 1.8. **“Confidential Information”** means any data or information of either party (including their representatives, employees, directors, sibling or parent companies and partners), including oral, written, or electronic data or information including past, present, or future research, development, or business activities, and including without limitation, any information relating to developments, inventions, processes, (business) plans, trading information and financial information. The Confidential Information shall not include information that is available in the public domain, or that is made available by means other than as a result of the actions of the receiving party and/or that was known to and/or developed by the receiving party prior to its receipt from the disclosing party, or that was lawfully received by the receiving party from a third party without the (reasonable) obligation of confidence.
- 1.9. **“Connected person”** shall mean the Affiliate or Introducing Broker or any other person associated (either directly and/or indirectly with the Affiliate or Introducing Broker) including any member of the Affiliate’s or Introducing Broker’s business, company, family, any legal person (of any form or manner) whether incorporated or not, whether directly or indirectly controlled by, controlling or under common control of / or with the Affiliate or Introducing Broker.
- 1.10. **“CPA”** stands for Cost per Acquisition. This is a remuneration model which is only available for Affiliates. The Affiliate is compensated for each qualified FTD.
- 1.11. **“CPA Commission”** means the list of commission rates, as amended from time to time, which is made available through the Partnership Offer and/or via the Partner Account on the Partner Management Platform, and/or by any other means, paid on a monthly basis or as agreed between the Parties from time to time, and which always constitutes an integral part of the Agreement. The most up to date information on CPA Commission Rates will be readily available under the “Commission Plan” section in the Partners Area, on the Partner Management Platform.
- 1.11.1. Qualification Requirements for CPA Commission - The operational revenue generated by the referred client should not be less than 60% of the CPA payout.
- 1.12. **“Data Protection Legislation”** means all applicable Data Protection Legislation of each relevant jurisdiction in each case, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the “GDPR”) regulating the protection and privacy of personal data.

- 1.13. **“Fees”** means the fees that may be agreed from time to time in the Partnership Offer, for any Services provided by the Affiliate and Introducing Broker. Fee rates and qualifications may be amended or altered by PrimeXBT at any time.
- 1.14. **“Fraudulent Traffic”** means any deposits, revenue or traffic generated via, including but not limited to, (i) unauthorized and/or illegal means/actions, (ii) other means/actions which are in breach of the Marketing Guidelines, (iii) using cashback schemes made by the Affiliate or the Affiliate’s Sub-Affiliates, Introducing Brokers, Partners, Associates and so forth, irrespective of whether any loss and/or damage has been caused or not and irrespective of whether the damage incurred by PrimeXBT is material or not. Fraudulent Traffic includes, but is not limited, to any unauthorized use of any account, copyright, trademark, Intellectual Property Rights, rights of use and/or licenses, false advertising, unsolicited promotions, deposits generated by stolen credit cards and manipulation of the Services and the Agreement or any other offering of PrimeXBT by the Affiliate or Introducing Broker, whether directly or indirectly.
- 1.15. **“FTD”**, refers to First Time Deposit, which means the cumulative Net Deposit Amount within 24 hours; furthermore, the client needs to generate the required volume within 365 days.
- 1.16. **“Group”** means all companies with a sibling or parent relationship to other companies, or under common control or ownership with a company that is a party to this Agreement.
- 1.17. **“KYB”**, or Know your Business, means the process of verifying the legitimacy and legal status of businesses that wish to participate in the Partnership Programme. KYB involves confirming that the Affiliate’s or Introducing Broker’s business is registered and operates in accordance with the applicable laws and regulations. It may also involve assessing the business’ financial stability and reputation, to ensure that the Affiliate or Introducing Broker shall operate legally and ethically, which is essential to maintain a positive brand image and to comply with applicable laws and regulations.
- 1.18. **“KYC”**, or Know your Client, means the process of verifying the identity of individuals or entities who are potential Clients or who, in the case of this Agreement, shall enter into a business/service relationship with PrimeXBT. The Affiliate or Introducing Broker KYC involves ensuring that the Affiliate or Introducing Broker is legitimate and trustworthy. To do so, PrimeXBT needs to verify the identity, contact information, financial credentials and so forth, of the Affiliate or Introducing Broker, to mitigate the risk of fraudulent activities and to maintain the reputation of PrimeXBT and its compliance with applicable laws and regulations.

- 1.19. **“Lead”/ “Introduced Client” (interchangeably)** means any eligible person that has registered for a Client Account with PrimeXBT, who has been identified by the Platform Operator as a valid Lead, and who has directly first registered with PrimeXBT through the Affiliate’s or Introducing Broker’s Links and/or Promotions. Any person or entity who accesses the Trading Platform through the Link after previously accessing PrimeXBT Websites through a different method will not be classified as a Lead. Multiple instances of "Leads" will not be accepted as Leads. Any person or entity shall be considered a “Lead” or “Introduced Client” hereunder solely to the extent that the Lead:
- 1.19.1. Has accepted the PrimeXBT General Terms and Conditions and has read, understood, and accepted all applicable Policies.
 - 1.19.2. Has been directly introduced by the Affiliate or Introducing Broker or through their Channel(s) and Affiliate or Introducing Broker Network.
 - 1.19.3. Has successfully registered for a Client Account with PrimeXBT and has submitted certain essential information, including the full legal name of the individual or entity, a valid phone number, and email address, proof of legal age of capacity to enter into contracts or authorisation to enter into agreements on behalf of the legal entity they represent.
 - 1.19.4. Is not an existing active client or has previously been an active client of PrimeXBT.
 - 1.19.5. The individual or entity completes the necessary account verification in accordance with PrimeXBT's procedures, such as any KYC and/or KYB procedures.
 - 1.19.6. The individual or entity is not a result of Fraudulent Traffic, or a computer-generated user (such as a bot, spider, script, artificial intelligence, or any automated fraudulent method).
 - 1.19.7. The individual or entity originates from an eligible country specified in the relevant campaign and/or the Partnership Offer and accesses the platform from a unique IP address; Individuals who originate from Restricted Jurisdictions or who originate from jurisdictions where PrimeXBT, at its absolute discretion has chosen to exclude from service, shall not be accepted as Leads.
- 1.20. **“Link(s)”** shall mean a link or multiple links to PrimeXBT’s Website(s) and/or Platform(s) which shall be Tracked to calculate the Affiliate’s or Introducing Broker’s contributions and remuneration.
- 1.21. **“Marketing Guidelines”** means the marketing rules and guidelines which govern the provision of the Services by the Affiliate or

Introducing Broker, as issued by PrimeXBT and/or the Platform Provider. Marketing Guidelines include, without limitation, promotional rules, ethics, and anti-spam provisions.

- 1.22. **“Marketing Material”** means all advertising, marketing and promotional elements and material including, but not limited to, multimedia images, video banners, graphics, text, data, creative material, tags, videos, logos, links, statements, information, circulars or other objects (i) originating from, or transmitted from PrimeXBT to the Affiliate or Introducing Broker, or integrated into the Partner Management Platform or made available through the Partner Account on the Partner Management Platform and/or (ii) developed by the Affiliate or Introducing Broker in accordance to the Marketing Guidelines and following approval by PrimeXBT, as applicable, in order to promote PrimeXBT’s products and services.
- 1.23. **“Network”** means the Website(s), platforms, social media, and other media through which the Affiliate or Introducing Broker engages in the marketing and promotion of PrimeXBT.
- 1.24. **“Partner Account”** means the Affiliate’s or Introducing Broker’s Account which is accessible from the Partner Management Platform.
- 1.25. **“Partner Management Platform Provider / The Platform Provider”** shall refer to the software provider that PrimeXBT contractually cooperates with from time to time for the Partner Management Platform.
- 1.26. **“Partner Management Platform”** means the software infrastructure through which PrimeXBT engages with Affiliates or Introducing Brokers.
- 1.27. **“Partner”** shall refer to any relevant participant of PrimeXBT Partnership Programme including, without limitation, Affiliates, and Introducing Brokers, as applicable.
- 1.28. **“Partnership Offer”** means a performance-based programme which is accessible on the Partner Management Platform via the Partner Account, through which PrimeXBT may reward one or more Affiliates or Introducing Brokers for each lead, user, viewer, client, Registered User, Unqualified Trader and/or Unique Qualified Trader or Client (as specifically agreed between the Parties in the Partnership Offer) brought by the Affiliate's own marketing and promotional efforts. Each Partnership Offer confirms the details of the Services to be provided by the Affiliate to PrimeXBT, in accordance with the provisions of the Agreement, including without limitation to (i) the start and finish dates, (ii) the online advertising pricing model to be used, (iii) the internet advertising model to be used, (iv) payment terms, (v) tracking, and (vi)

Campaign Details, as applicable. The Partnership Offer may be amended or altered by PrimeXBT at any time.

- 1.29. **“Partnership Programme”** shall mean the engagement of any Affiliate or Introducing Broker with PrimeXBT through the Partner Management Platform, as governed by the present Agreement and the Partnership Offer, as applicable.
- 1.30. **“Payment”** means any Fees/Commission owed to the Affiliate or Introducing Broker by PrimeXBT under the Agreement and/or the Partnership Offer, which must be paid through the Payment Method agreed by and between the Parties through the Partnership Offer or as agreed between the Parties from time to time through any other medium.
- 1.31. **“Personal data, or personal information”** any information about an individual from which that person can be identified. It does not include data where the identity has been removed (known as “anonymous data”).
- 1.32. **“Registered User”** means a New Client/User who completes the Account Registration procedure and successfully opens a trading account with PrimeXBT.
- 1.33. **“Registration Form”** means the process of submitting the personal identification information and KYC or KYB documents and information necessary to be processed by the Platform Provider during the Partner Registration Procedure. The medium that the form shall be submitted and processed shall be within the scope of competence of the Platform Provider.
- 1.34. **“Restricted Jurisdiction(s)”** shall refer to the list of [Restricted Jurisdictions](#) listed on the PrimeXBT Website from which PrimeXBT does not accept clients, and shall extend to all jurisdictions expressly excluded from the Partnership Offer and remuneration through the compensation models made available under the terms of this Agreement.
- 1.35. **“RevShare”** refers to the compensation model under which the Affiliate or Introducing Broker shall receive a percentage (%) of the Spread or Trading Commission for each introduced Client. Commission shall be calculated for trades that are held for over 180 seconds. Accrued Commission shall be paid by PrimeXBT on a weekly basis. The exact rates and percentages shall be stipulated and agreed through the Partnership Offer and shall be visible on the Partner Management Platform.

- 1.36. **“Services”** means any Lead or Unique Qualified Trader acquisition by the dissemination of the Marketing Material through the Affiliate’s or Introducing Broker’s Channel(s) and/or Network.
- 1.37. **“Sub-Affiliates”** means any eligible Affiliate who has been directly introduced by an existing Affiliate, and who has successfully registered as a Sub-Affiliate through the Partner Management Platform with PrimeXBT. The designation of an introduced Sub-Affiliate shall be to the absolute discretion of PrimeXBT, and the determination shall be fully binding to the Sub-Affiliate.
- 1.38. **“Tracking”** means the calculation of Acquisitions/Payment Events of any Campaign for Payment purposes through the Partner Account on the Partner Management Platform and/or through any tracking tool used by PrimeXBT.
- 1.39. **“Trading Platform”** means the electronic trading facility offered by PrimeXBT through which a Lead or Unique Qualified Trader may send information including prices, orders, bids, offers and executions for the purpose of trading with or through PrimeXBT or its partnered entities.
- 1.40. **“Unique Qualified Trader”** means a distinct and unique Lead/Introduced Client who has been successfully introduced by an Affiliate or Introducing Broker through their Network or Channels and who has successfully met the Qualification Requirements.
- 1.41. **“Unqualified Trader”** means a Registered User who has not met the FTD requirements.
- 1.42. Any reference to a person shall include natural persons, corporate or unincorporated body, including that person’s personal representatives.
- 1.43. Any word that has not been defined herein shall have the meaning given to them in the Partnership Offer, as the case may be.
- 1.44. Any references to termination shall include the immediate closure/deregistration/block of the corresponding Partner Account and any references to cancellation shall include the blocking of the corresponding Partner Account, in both instances, upon PrimeXBT’s sole discretion.
- 1.45. Any references to it or its, they, their or them, shall include references to she/her and he/him.
- 1.46. Headings and subheadings have been incorporated for ease of reference only and shall in no way affect the interpretation, define, or limit or extend the scope of the Agreement.

1.47. All Annexes and/or Appendices shall form an integral and inseparable part of the Agreement.

2. REGISTRATION

2.1. The Agreement shall come into effect immediately upon the following conditions being met (the “Effective Date”):

2.1.1. the Affiliate or Introducing Broker completes the Registration Form which is available on the Partner Management Platform, or any other form as may be designated by the Platform Provider for its Partner Registration Procedure; and

2.1.2. the Affiliate or Introducing Broker submits all the required KYC/KYB information and documents, or any other document required for the processing of the registration on the Partner Management Platform.

2.1.2.1. PrimeXBT reserves the right, at any point in time, to request KYC or KYB documents to be submitted to its Compliance department, or through other Service Providers besides the Partner Management Platform.

2.1.2.2. The Affiliate or Introducing Broker shall only attain “Partner Status” following the submission and verification of all the necessary KYC/KYB information.

2.1.2.3. No processing of payments shall occur for any Services before the KYC/KYB procedures have been completed to the satisfaction of PrimeXBT, and “Partner Status” is attained by the Affiliate or Introducing Broker.

2.1.3. By registering for a Partner Account, the Affiliate or Introducing Broker accepts the terms and conditions set forth in the Agreement and the Partnership Offer, or as updated, altered or amended from time to time; and

2.1.4. a Partner Account for PrimeXBT is created on the Partner Management Platform and the Affiliate or Introducing Broker shall be able to access it through the Partner Management Platform by using their registered account credentials such as an email address and a password.

2.2. For the avoidance of doubt, it is in PrimeXBT’s absolute discretion to determine whether any registration application for a Partner Account

shall be approved or rejected, hence whether any person, legal or natural, shall be accepted as an Affiliate or Introducing Broker. PrimeXBT may accept or reject your application at its sole discretion without being obliged to provide reasons for its decision.

3. TERMS OF ENGAGEMENT

Operational Terms

- 3.1. The rights granted under this Agreement to any Affiliate or Introducing Broker by PrimeXBT are non-exclusive, and this provision shall not restrict or hinder PrimeXBT from entering into additional Affiliate or Introducing Broker Agreements, or any other agreements with other third parties. PrimeXBT also reserves the right to grant rights and licenses concerning the Trading Platform to other third parties. This provision shall not impede PrimeXBT's independent promotion and marketing of its Services and the Trading Platform.
- 3.2. You hereby promise to undertake your best efforts to actively, effectively, and in compliance with all laws and regulations, market and promote PrimeXBT and the Trading Platform. However, you explicitly acknowledge and undertake NOT to pursue any promotional or marketing activity in any area, location, territory or jurisdiction that falls within the scope of the [Restricted Jurisdictions](#), or any area, location, territory or jurisdiction that is expressly excluded and/or prohibited for the purposes of the Partnership Offer, or as expressly stated by PrimeXBT from time to time. Incoming Traffic or Leads from such Restricted Jurisdiction(s) shall not be remunerated.
- 3.3. Notwithstanding the usage of the term Partner or any variant thereof, nothing in this Agreement intends to, or shall be deemed to establish any employment, agency, or joint venture relationship between the Parties, constitute either Party as an agent of any other third party, nor authorize the Affiliate or Introducing Broker to make or enter into any commitments for and on behalf of PrimeXBT. As previously mentioned above, this Agreement allows the Affiliate or Introducing Broker to market and promote PrimeXBT and its Platform in return for compensation.
- 3.4. PrimeXBT shall possess sole and absolute discretion in relation to the acceptance or rejection of any Client's registration on the Trading Platform and/or their ability to engage in trading activities therein. Additionally, all Clients must register and access the Trading Platform exclusively through the PrimeXBT Website. PrimeXBT reserves the absolute right, at its discretion, to refuse the registration of any Lead or Prospective Client introduced by the Affiliate or Introducing Broker.

- 3.5. The Introducing Broker is hereby prohibited from marketing, advertising, or promoting PrimeXBT and the Trading Platform on any internet website where PrimeXBT promotes the Trading Platform and/or through any means that would result in the Introducing Broker competing with PrimeXBT in the promotion of the Trading Platform. Additionally, the Introducing Broker shall refrain from conducting search engine marketing of the Trading Platform using the term "PrimeXBT." In the event of the Introducing Broker's breach of the aforementioned provisions, PrimeXBT reserves the right to promptly terminate this Agreement.
- 3.6. PrimeXBT reserves the right to inspect or otherwise monitor the Affiliate's or Introducing Broker's Channels and Affiliate or Introducing Broker Network at any time to ascertain compliance with our Marketing Guidelines, this Agreement, and the Partnership Offer. The Affiliate or Introducing Broker is obliged to take the necessary actions to facilitate PrimeXBT's inspections, including providing access to all Channels and Networks, group pages on social platforms or other application and/or cloud-based platforms and/or marketing media platforms. PrimeXBT may communicate any required changes to the Affiliate's or Introducing Broker's Channels and Affiliate or Introducing Broker Network websites, to ensure continued compliance with this Agreement. Failure to implement these changes within a reasonable timeframe, not exceeding fourteen (14) calendar days, shall constitute a material breach of this Agreement, empowering PrimeXBT to terminate this Agreement with immediate effect.
- 3.7. All rights not explicitly granted to the Affiliate or Introducing Broker in connection with the Trading Platform (if any) are expressly reserved by PrimeXBT. PrimeXBT also reserves the right to pursue legal remedies against the Affiliate or Introducing Broker in the event of any attempts to manipulate PrimeXBT, the Trading Platform, and/or abuse PrimeXBT's Partnership Programme. Without limitation, PrimeXBT reserves the right to withhold, set off, and/or deduct from any payment due to the Affiliate or Introducing Broker under this Agreement in cases of such manipulation and/or abuse, and may additionally terminate this Agreement with immediate effect.

Partner's Obligations

- 3.8. The Affiliate or Introducing Broker shall act in good faith and refrain from making any false or misleading representations or statements regarding PrimeXBT or the services provided by PrimeXBT and/or any Group Entity and/or Partner and/or affiliated Entity that the Affiliate or Introducing Broker knows or should reasonably know might harm or tarnish their reputation or business.

3.9. The Affiliate or Introducing Broker undertakes to:

- 3.9.1. Upon PrimeXBT's request, provide PrimeXBT with all necessary information and/or documentation relating to the Services rendered under this Agreement. The Affiliate or Introducing Broker shall further cooperate with PrimeXBT and promptly provide any documentation, information, or other evidence required by PrimeXBT concerning the Affiliate's or Introducing Broker's dealings with Clients that involve PrimeXBT in any way.
- 3.9.2. Avoid knowingly engaging in any actions that would put PrimeXBT in violation of any provisions of the Client Agreement between PrimeXBT and its Clients and/or the Agreements with any Service Providers and/or Partners, and existing laws and regulations.
- 3.9.3. Work in cooperation with PrimeXBT and promptly provide any necessary information and/or documentation requested by PrimeXBT.
- 3.9.4. Fulfill their obligations under this Agreement and conduct their business and affairs in line with the Marketing Rules, the terms of the Partnership Offer and this Agreement, professional and ethical standards widely recognized as best practices and in accordance with applicable laws and regulations.
- 3.9.5. The Affiliate or Introducing Broker shall not take any actions that would cause PrimeXBT to deviate from the expected standard of behavior for entities in PrimeXBT's position and shall comply with all applicable laws that affect the Affiliate or Introducing Broker or PrimeXBT.
- 3.9.6. The Affiliate or Introducing Broker shall promptly disclose to PrimeXBT any complaints, regulatory investigations, disciplinary actions, or any other developments that may significantly impact the Affiliate's or Introducing Broker's ability to provide the Services under this Agreement; and
- 3.9.7. must immediately notify PrimeXBT of any potential or actual violation of applicable laws and regulations. PrimeXBT is entitled to assume that for the purposes of the Services, any and all required authorizations, licenses, and/or consents have been obtained by the Affiliate or Introducing Broker and remain in effect unless the Affiliate or Introducing Broker notifies PrimeXBT otherwise.
- 3.9.8. Notify PrimeXBT immediately if any actual or proposed judgment, order, disciplinary sanction, or any other action or claim is imposed upon or initiated against the Affiliate or Introducing Broker,

including any pending litigation, in connection with their activities under existing legislation that has or is likely to have a material adverse effect on the reputation or financial standing of PrimeXBT and/or its affiliated or Group entities.

3.9.9. Display specific warnings and disclaimers on all of its Publications, in all Channels, regarding the products and Trading Platform of PrimeXBT.

3.9.10. Add all of PrimeXBT's brand terms as negative keywords in all paid search activities to prevent broad matching issues.

3.9.11. Clearly disclose the relationship between the Affiliate or Introducing Broker and PrimeXBT in all materials produced or used by the Affiliate or Introducing Broker, including, but not limited to, blogs, publications, and news sites, disclosing both non-financial and financial relationships where applicable.

3.10. The Affiliate or Introducing Broker and/or any of its affiliated and/or group entities are strictly prohibited from engaging in various activities, including registering, or utilizing domains that incorporate PrimeXBT's trademarks, engaging in bidding on or acquiring similar domain names, incorporating similar domain names in meta tags, using questionable traffic sources, and other activities detailed in this Section.

3.11. PrimeXBT may take appropriate actions, including terminating this Agreement, in case of any violation of the terms stipulated herein.

Use of PrimeXBT Identifiers and Marketing Material

3.12. The Affiliate or Introducing Broker acknowledges and accepts that:

3.12.1. They shall only utilize PrimeXBT's name, trademark, domain, trade name, Marketing Material, and/or other materials ("Identifiers and Marketing Material") exclusively for the promotion and advertising of the Services offered by PrimeXBT and/or its Affiliated/Group Entities on its website, solely for the purpose of linking to the Site and fulfilling its obligations under this Agreement.

3.12.2. The Affiliate or Introducing Broker shall use the PrimeXBT Identifiers and Market Material in a lawful manner, adhering strictly to all Marketing Guidelines or other instructions or requirements specified by PrimeXBT.

3.12.3. ALL PrimeXBT Names and Brands are, and shall remain, the exclusive property of PrimeXBT. The Affiliate or Introducing Broker SHALL NOT dispute or question PrimeXBT's and/or its

Affiliated/Group Entities rights to their domain, trade name, trademark, Marketing Material, or other materials.

- 3.12.4. Nothing within this Agreement shall grant the Affiliate or Introducing Broker any ownership rights in the PrimeXBT Name and Brands, and all use of these brands by the Affiliate or Introducing Broker shall accrue to the benefit of PrimeXBT; and
- 3.12.5. The Affiliate or Introducing Broker shall not, either now or in the future, attempt to register any PrimeXBT Name or Brand and/or Domain Name and/or challenge the validity of any PrimeXBT Brands or employ any term, trademark, tradename, or mark that is deceptively similar to any PrimeXBT Names or Brands.
- 3.12.6. Promptly inform PrimeXBT in writing of any instances in which PrimeXBT's rights to its name, trademark, trade name, domain, Marketing Material, or other materials are disputed or violated.
- 3.12.7. The Affiliate or Introducing Broker shall adhere to the provisions of any applicable laws and customary business practices related to the protection of PrimeXBT's intellectual property rights and cooperate with PrimeXBT in safeguarding such rights.
- 3.12.8. The Affiliate or Introducing Broker SHALL NOT engage in any actions or digital advertising or promotional activities that could be detrimental to PrimeXBT's business reputation, image, or trademark.
- 3.13. The Affiliate or Introducing Broker shall exclusively use the Marketing Material provided and endorsed by PrimeXBT for the purpose of delivering the Services governed by this Agreement. Any other materials, such as creatives, landing pages, domains, trademarks, banners, or content, created by the Affiliate or Introducing Broker for the provision of Services or promotion of PrimeXBT and/or any of its Affiliated/Group Entities and/or their products, must be submitted to PrimeXBT for prior approval before deployment.
- 3.14. Any Marketing Material created by PrimeXBT in accordance with the aforementioned paragraph and utilized by the Affiliate or Introducing Broker shall remain the exclusive property of PrimeXBT and may not be used by the Affiliate or Introducing Broker for any purposes beyond the scope of this Agreement unless advance written consent is obtained from PrimeXBT.
- 3.15. PrimeXBT and/or its Affiliated/Group Entities possess globally registered and safeguarded trademarks, including, without limitation, "PrimeXBT" and the "PrimeXBT logo." The Affiliate or Introducing Broker acknowledges that it is prohibited from registering any form of

business that incorporates PrimeXBT's trademarks or those of its Affiliated/Group Entities.

- 3.16. PrimeXBT may grant the Affiliate or Introducing Broker a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable right to utilize and showcase on the Introducing Broker's Channels the name, trademark, domain, trade name, Marketing Material, and/or other materials free of charge for the duration of this Agreement, solely for the purpose of establishing a link from the Introducing Broker's site to the PrimeXBT Website and/or Trading Platform, thus fulfilling its obligations under this Agreement, subject to the conditions specified in this Section.
- 3.17. The Affiliate or Introducing Broker is not authorized to use PrimeXBT's trademarks, domains, trade names, Marketing Material, and/or other materials in any paid search activity, including ad text, copy, or display URLs, without prior written approval from PrimeXBT.
- 3.18. The Affiliate or Introducing Broker is not permitted to use PrimeXBT's and/or its Affiliated/Group Entities' trademarks, domain, trade names, Marketing Material, and/or other materials in its ad-copy paid media for advertising on behalf of PrimeXBT without written approval from PrimeXBT.
- 3.19. The Affiliate or Introducing Broker acknowledges that PrimeXBT reserves all rights to its intellectual property, and any intangible assets related to PrimeXBT's name, trademark, trade names, domains, and Marketing Material, created as a result of the performance of this Agreement or by other means, belong to PrimeXBT.
- 3.20. PrimeXBT may revoke the non-exclusive, non-transferable right to use its name, domain, trade names, trademark, Marketing Material, and/or other materials free of charge at any time, at its absolute discretion, without providing any reasons for such revocation.

4. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS

The Affiliate or Introducing Broker hereby unequivocally represents, warrants, undertakes, confirms, covenants, and agrees that:

- 4.1. They have all requisite authorities to enter into the Agreement and to be fully bound hereby.
- 4.2. If the Affiliate or Introducing Broker is a company or a legal entity, it is duly organized, validly existing, and is in good standing under the laws of its jurisdiction of registration.

- 4.3. In the event that the Affiliate or Introducing Broker is a natural person, they are of legal age, competent and capable of contracting in accordance with applicable laws.
- 4.4. All personal/or corporate information or KYC/KYB documents that the Affiliate or Introducing Broker provides to PrimeXBT shall be complete, valid, true, accurate, and up to date.
- 4.5. They have obtained all necessary approvals, authorizations, qualifications, and/or certificates under applicable regulatory requirements.
- 4.6. They have successfully obtained all authorizations, registrations, qualifications, and/or requirements of all jurisdictions and regulatory bodies and shall maintain them in strict compliance.
- 4.7. There are no legal, disciplinary, or regulatory actions and/or proceedings pending against the Affiliate or Introducing Broker or any of its officers or directors (if applicable) before any Court, Administrative Agency, Competent Authority, Regulatory Body and/or other tribunal.
- 4.8. No director, officer, employee, or member of the Affiliate's or Introducing Broker's senior management has a criminal record or criminal prosecution and/or any investigation pending.
- 4.9. They shall use the Marketing Material and/or any other information provided by PrimeXBT in a lawful manner and in strict compliance with the Marketing Guidelines and/or any other instructions provided by PrimeXBT.
- 4.10. They shall implement all necessary measures to ensure the confidentiality of all information, including access codes and transaction activities. The Affiliate or Introducing Broker shall notify PrimeXBT immediately in the event of unauthorized use.
- 4.11. They shall be solely responsible for the safekeeping of usernames, passwords, and payment information.
- 4.12. They shall provide true, accurate, clear, and up-to-date information on Channels, Campaigns, marketing advertisements, publications, and any other sources.
- 4.13. They shall not make any (mis)representations to third parties that the Affiliate or Introducing Broker are acting as an agent and/or representative of PrimeXBT or as a person with the authority to bind PrimeXBT or make guarantees for and on behalf of PrimeXBT.

- 4.14. They shall create and/or design marketing material and information in compliance with the Marketing Guidelines and standard business practices, professional standards, and ethics.
- 4.15. They shall comply with GDPR and all applicable international or regional legislation regarding the possession and processing of Personal Data.
- 4.16. The Marketing Material remains the property of PrimeXBT.
- 4.17. PrimeXBT shall have exclusive discretion in rejecting client registrations.
- 4.18. PrimeXBT reserves the right to take legal action against the Affiliate or Introducing Broker for any manipulation or abuse of the Services and/or the Agreement.
- 4.19. The Affiliate or Introducing Broker shall hold PrimeXBT harmless from any liability associated with the former's performance of this Agreement. PrimeXBT shall bear no responsibility for the Affiliate's or Introducing Broker's activity or inactivity in relation to this Agreement.
- 4.20. PrimeXBT shall bear no responsibility for disruptions beyond its control.
- 4.21. The Affiliate or Introducing Broker shall provide PrimeXBT with a complete list of traffic sources upon request.
- 4.22. The Affiliate Introducing Broker guarantees compliance with all applicable laws and regulations.
- 4.23. The Affiliate or Introducing Broker shall be solely responsible for their tax obligations.
- 4.24. PrimeXBT reserves the right to keep client account verification data.
- 4.25. PrimeXBT shall have no responsibility or liability for claims resulting from breaches of the Agreement or tax liabilities.
- 4.26. The Affiliate or Introducing Broker agrees to fully cooperate with PrimeXBT and its authorized representatives in all matters related to the performance of this Agreement, including but not limited to compliance checks, audits, and investigations. The Affiliate's Introducing Broker's cooperation obligation shall include, but not be limited to, the following:
 - 4.26.1. promptly providing PrimeXBT with any information, documents, records, and data reasonably requested by PrimeXBT for the purpose of verifying compliance with the terms of this Agreement.

- 4.26.2. granting PrimeXBT access to its records, systems, and facilities as may be reasonably required to conduct compliance checks, audits, or investigations.
 - 4.26.3. responding to all inquiries, requests for information, and audit-related communications from PrimeXBT in a timely and accurate manner.
 - 4.26.4. providing all necessary assistance to PrimeXBT's representatives during compliance checks or audits, including facilitating interviews with relevant personnel and providing access to relevant systems and data.
 - 4.26.5. keeping strict confidentiality in relation to any information, documents, or records provided to PrimeXBT during compliance checks, audits, or investigations and using such information solely for the purpose of ensuring compliance with this Agreement.
 - 4.26.6. maintaining and retaining all records and documents related to its activities under this Agreement for a period specified by PrimeXBT or as required by applicable laws and regulations.
 - 4.26.7. not taking any actions that would interfere with or obstruct PrimeXBT's ability to perform compliance checks, audits, or investigations.
 - 4.26.8. bearing any reasonable costs associated with compliance checks or audits conducted by PrimeXBT unless expressly agreed otherwise in writing.
- 4.27. Failure by the Affiliate or Introducing Broker to fully cooperate with PrimeXBT in matters of compliance, audits, or investigations may be considered a material breach of this Agreement, subject to the remedies and consequences outlined herein.

5. INDEMNITY

- 5.1. The Affiliate or Introducing Broker shall indemnify and hold PrimeXBT and/or any affiliated entities or entities belonging to the same Group, directors, officers, employees, partners and providers (collectively referred to as "PrimeXBT Parties") harmless from and against any and all liability, claims, demands, proceedings, costs, damages, expenses (including legal fees), and penalties, whether direct or indirect, including but not limited to those related to intellectual property rights, personal data, and confidentiality, that are suffered by or incurred by the PrimeXBT Parties. Such liabilities may arise out of the Affiliate's or

Introducing Broker's activities, negligence, willful neglect, default, fraud, or breach of its obligations under this Agreement. PrimeXBT reserves the right to deduct any amounts required for indemnification from any outstanding Commission.

- 5.2. The Affiliate or Introducing Broker is solely responsible for obtaining, maintaining, and complying with all applicable laws and regulations necessary for the performance of its obligations under this Agreement, including those related to trading laws. PrimeXBT shall not be held liable for any claims arising from the Affiliate's or Introducing Broker's advertising, marketing, or promotional activities and shall be indemnified by the Affiliate or Introducing Broker against any such claims.
- 5.3. The Affiliate or Introducing Broker acknowledges that it releases PrimeXBT from any responsibilities related to the accuracy, reliability, or correctness of the information presented to Leads/Customers through the Trading Platform, including information provided by PrimeXBT or any other party. The Affiliate or Introducing Broker further acknowledges that such information does not imply a recommendation to engage in or refrain from specific trading activities.
- 5.4. The Affiliate or Introducing Broker agrees to indemnify, defend, and hold harmless PrimeXBT and its directors, officers, employees, subcontractors, and agents from any claims, demands, causes of action, debts, or liabilities, including reasonable attorneys' fees, arising from:
 - 5.4.1. The Affiliate's or Introducing Broker's breach of any representation, warranty, obligation, or covenant under this Agreement.
 - 5.4.2. Any warranty, condition, representation, indemnity, or guarantee granted by the Affiliate or Introducing Broker to any Lead or other third party.
 - 5.4.3. The Affiliate or Introducing Broker marketing or promoting PrimeXBT and/or the Trading Platform to any person or entity within a Restricted Territory.
- 5.5. In the event of a breach of this Agreement, in addition to all other rights and remedies available to it under the Agreement or applicable law, PrimeXBT shall reserve the right to:
 - 5.5.1. Demand from the Affiliate or Introducing Broker to carry out all such remedial acts or measures as it deems necessary, without the necessity of showing damages or posting bond or other security.

5.5.2. Receive a prompt refund of all amounts previously paid to the Affiliate or Introducing Broker under this Agreement.

5.5.3. Be indemnified for any losses, damages, or liability incurred by PrimeXBT in connection with such violations.

6. SUB-AFFILIATES

6.1. The Affiliate may expand their outreach through Sub-Affiliates. The Sub-Affiliates shall be bound by the full force of the terms and conditions set forth in this Agreement and the Affiliate shall remain responsible for the full compliance of the Sub-Affiliate with all applicable rules, laws, regulations, professional standards, and ethics. Material breaches, either by the Affiliate or their Sub-Affiliates, shall give the absolute right to PrimeXBT to terminate this Agreement with immediate effect.

6.2. The Affiliate agrees and undertakes to provide PrimeXBT, in advance, with the contact details of all entities or persons who shall act as Sub-Affiliates, alongside the information regarding the Sub-Affiliate Channels and Websites. The Affiliate should disclose all necessary information to PrimeXBT so that it can adequately verify the Sub-Affiliate's identity and their compliance with the requirements of this Agreement, the Marketing Guidelines and applicable laws and regulations.

6.3. Sub-Affiliates shall be onboarded through the Partner Management Platform after the necessary KYC/KYB checks are carried out.

6.4. Marketing Campaigns involving Sub-Affiliates, including the Campaign type and the responsible Sub-Affiliate, must be mutually agreed to by PrimeXBT in advance.

6.5. Sub-Affiliate payments shall be processed in the same way and through the same remuneration models as the introducing Affiliate. The Affiliate shall be entitled to a commission (the "Sub-Affiliate Commission") on all eligible Sub-Affiliate Traffic and Revenues, the specific terms thereof being set forth in the Partnership Offer.

7. KYC/KYB DOCUMENTATION

7.1. PrimeXBT may request to confirm the identity of the Affiliate or Introducing Broker at any time. In case the Affiliate or Introducing Broker is a natural person, PrimeXBT may request the Affiliate or

Introducing Broker to provide, through the Partner Management Platform:

- 7.1.1. Proof of Identity: Copy of a valid passport and if available, of ID card;
 - 7.1.2. Proof of Address / Residence verification documents: a utility bill and/or a bank statement, not being older than 6 months old; and/or
 - 7.1.3. Any other document that may be requested by PrimeXBT.
- 7.2. In case the Affiliate or Introducing Broker is a legal entity, PrimeXBT shall have the right to request, and the Affiliate or Introducing Broker shall be obliged to provide the following:
- 7.2.1. Certificate of incorporation (or equivalent).
 - 7.2.2. Certificate of shareholders (or equivalent).
 - 7.2.3. Certificate of registered office (or equivalent).
 - 7.2.4. Certificate of directors (or equivalent).
 - 7.2.5. A recent certificate of incumbency listing the above, can be accepted in lieu of the above.
 - 7.2.6. Certificate of good standing (only applicable to entities established more than 12 months ago).
 - 7.2.7. Memorandum and articles of association, constitutions, or by laws (as may be applicable); and/or
 - 7.2.8. Proof of Identity and Proof of Address: (issued within the last 6 months) for all directors, beneficial owners, shareholders with 25% share or more and authorized signatories of a legal entity.
- 7.3. Payments to Affiliates or Introducing Brokers shall only be processed insofar as the KYC/KYB documentation has been collected and verified.
- 7.4. For the avoidance of doubt, PrimeXBT reserves the absolute right, at its discretion, to request any or all of the above documents in any certain form and to request any additional documents and/or information from the Affiliate or Introducing Broker at any time during the term of the Agreement.
- 7.5. PrimeXBT will collect, maintain and further process such data only to the degree absolutely necessary for compliance with its legal and

regulatory obligations, such as its obligations under Anti-Money Laundering & Countering of Terrorist Financing laws and regulations, and where necessary to safeguard its legitimate interests, such as communicating with the Affiliate or Introducing Broker regarding upgrades and/or changes to its products, the Services and/or Marketing Guidelines, in accordance with our Privacy Policy and always in compliance with applicable Data Protection Legislation and Regulations.

- 7.6. The Affiliate or Introducing Broker hereby undertakes that they shall notify PrimeXBT within five (5) working days if there have been any changes to the KYC Documents and/or any information provided pursuant to this section.

8. PAYMENT PROCEDURE

- 8.1. In consideration for the Affiliate's or Introducing Broker's representations, warranties, and undertakings as well as the provision of the Services in accordance with the terms and conditions of the Agreement, the Affiliate or Introducing Broker shall be eligible to receive Fees and/or Commission in the manner described below.
- 8.2. This clause is applicable to the calculation of the CPA or RevShare Commission with regards to the Services. Affiliates may choose the remuneration models available to them, through the Partnership Offer. For Introducing Brokers, the only remuneration model available shall be RevShare.
- 8.3. Subject to the provisions of the Agreement and the satisfaction of its terms by the Affiliate or Introducing Broker, the Commission shall be calculated for each Unique Qualified Trader and/or the Spread revenue generated by Introduced Clients, as specifically agreed in the Partnership Offer, and as applicable for each remuneration model and Partnership Offer.
- 8.4. In order for a Lead to be designated as a Unique Qualified Trader they must comply with all of the following:
- 8.4.1. The user must have been referred to PrimeXBT by an Affiliate or Introducing Broker using their own unique referral link.
- 8.4.2. The Lead has never previously applied to register, or has never successfully registered before, and/or does not currently maintain a trading account with PrimeXBT (New User); and

- 8.4.3. The New User has successfully completed their Registration for a PrimeXBT Client Account, in accordance with the PrimeXBT General Terms and Conditions.
- 8.5. Payment of Commission and/or Fees are described in the relevant Partnership Offer. Payments shall be processed by PrimeXBT through the payment method agreed between the Parties from time to time.
- 8.6. Commissions under all profit-sharing offers are only calculated for trades that are held for over 180 seconds.
- 8.7. In the event of any discrepancies between the Affiliate's or Introducing Broker's Reports and the PrimeXBT Tracking tool, then:
- 8.7.1. each party must notify the other party in writing of such discrepancies within ten (10) working days from the date of receipt of the Report and provide sufficient detail of such discrepancy;
- 8.7.2. if a party fails to notify the other party within ten (10) days, then the results/report, shall be conclusive and each party waives its right to contest it in any way;
- 8.7.3. for any discrepancies up to ten percent (10%), PrimeXBT and the Affiliate or Introducing Broker shall work together in good faith to resolve such dispute in a prompt and mutually acceptable manner within 5 working days.
- 8.8. Notwithstanding the above, in the event of any discrepancies of more than ten percent (10%), the Affiliate or Introducing Broker hereby accepts, warrants, and represents that the PrimeXBT Tracking tool results shall prevail and shall be conclusive. The Affiliate or Introducing Broker hereby irrevocably warrants, accepts, and consents and hereby waives any right to challenge in any way, that the PrimeXBT Tracking tool shall be final and that the Affiliate or Introducing Broker shall accept Payment calculated on the basis of the PrimeXBT Tracking and shall not advance any claims for any further payment of Commission.
- 8.9. Subject to the provisions of the Agreement, and upon termination of the Agreement, PrimeXBT warrants to pay any fees due to the Affiliate or Introducing Broker provided that such amount has arisen as a result of the proper fulfilment of all terms contained hereunder.
- 8.10. PrimeXBT may, at its absolute discretion, adjust or change the payout frequency and/or payout periods stipulated through the Partnership Offer. PrimeXBT shall notify the Affiliate or Introducing Broker of such changes, either through the Partner Management Platform or via email.

- 8.11. PrimeXBT may set, adjust, or change withdrawal of accrued commission or fee thresholds stipulated through the Partnership Offer, at its absolute discretion. PrimeXBT shall notify the Affiliate or Introducing Broker of such changes, either through the Partner Management Platform or via email.
- 8.12. PrimeXBT may cancel or freeze any outstanding payouts of accrued commissions or fees at its absolute discretion without previous notification.
- 8.13. In the event of termination of the Agreement, cancellation and/or suspension of any Campaign, the Affiliate or Introducing Broker hereby irrevocably consents and confirms that PrimeXBT may proceed to the following:
- 8.13.1. Any payments already made by PrimeXBT for Services that have not actually been performed by the Affiliate or Introducing Broker and/or for a period that overlaps the termination date, will be reimbursed by the Affiliate or Introducing Broker to PrimeXBT without undue delay.
- 8.13.2. PrimeXBT shall only be liable to pay for the Services actually performed until the termination date and/or for the time period during which the Agreement was in force.
- 8.13.3. The Affiliate or Introducing Broker shall not have any other claims against PrimeXBT, unless otherwise agreed in writing by the Parties.
- 8.14. PrimeXBT shall have the authority to offset any amounts owed to it by the Affiliate or Introducing Broker, including the compensation that PrimeXBT is entitled to receive from the Affiliate or Introducing Broker, against any amounts owed to the Affiliate or Introducing Broker by PrimeXBT under this Agreement. PrimeXBT is also authorized to offset any amounts that have been overpaid to the Affiliate or Introducing Broker by PrimeXBT (i.e., any excess payments) against any amounts owed to the Affiliate or Introducing Broker by PrimeXBT under this Agreement.

9. FRAUDULENT TRAFFIC

- 9.1. Notwithstanding any other provision of the Agreement, in the event that any activity in the Partner Account, or in any account which appears to be controlled or managed by the Affiliate or Introducing Broker is reasonably deemed suspicious in any way by PrimeXBT in its sole discretion, PrimeXBT may in its absolute discretion, delay Payment of the Commission to the Affiliate or Introducing Broker for

up to one hundred and eighty (180) days in order to look into and verify the suspicious activity.

9.2. The Affiliate or Introducing Broker is prohibited at all times from:

- 9.2.1. Using spam of any kind for attracting clients and/or potential Unique Qualified Traders and/or to trigger any Acquisition.
- 9.2.2. Opening multiple Client and/or Partner Accounts with PrimeXBT, as well as from one IP address or referral links, and allow/offer relatives, friends, and other people to register by its links or do so themselves.
- 9.2.3. Using instant direct redirect from any domain to the PrimeXBT's domain.
- 9.2.4. Using branded queries of other competitor companies for advertising the PrimeXBT brand and comparing it with other brands in ads, or unjustifiably showing other brands in a bad light, or any other unauthorized use of any third-party copyrights or trademarks. We recommend excluding keywords related to certain competitors including, without limitation to, the non-exhaustive list located here from targeting the Services.
- 9.2.5. Attracting, either intentionally or unintentionally, traffic that is unrelated and/or is irrelevant to PrimeXBT. Doorways shall only be accepted with approved pre-landings only.
- 9.2.6. Using the practice of brand bidding.
- 9.2.7. Publishing false information in order to attract more clients, visitors, traffic, the triggering of any Acquisition and/or potential Unique Qualified Traders and/or misleading clients, visitors, traffic and/or potential Unique Qualified Traders.
- 9.2.8. In the case of Meta, using fraudulent schemes when buying advertising on PrimeXBT's brand.
- 9.2.9. Purchasing ads for pages that may appear to the user as PrimeXBT pages as well as creating and maintaining these pages. Affiliates or Introducing Brokers are only permitted to operate through Meta, by keeping a page of the Affiliate's or Introducing Broker's own resource that is not similar to the resources of PrimeXBT, and by purchasing advertisements for this resource;
- 9.2.10. In the case of doorways, using persons' names and brand names of other companies as keywords; and

- 9.2.11. Using the PrimeXBT brand for any unlawful activities or having any content on their website, that is defamatory, violent, pornographic unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third-party rights and shall not link to any such material; or violate any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about PrimeXBT.
- 9.3. In the event that Prime XBT has reasonable grounds to believe that the Affiliate or Introducing Broker is in breach of this section:
- 9.3.1. for the first time, the Affiliate or Introducing Broker further to being notified by PrimeXBT, shall remove/change any Keyword immediately and not later than 60 minutes from notification; and
- 9.3.2. for the second time, the Affiliate or Introducing Broker further to being notified by PrimeXBT, shall remove/change any such Keyword immediately and not later than 60 minutes from notification and PrimeXBT shall reserve the right, without notification, to (i) fully or partially cancel the Agreement or any Campaign under the Agreement within 48 hours from the breach and refuse to make Payment, and/or (ii) immediately terminate the Agreement without liability and refuse to make any related Payment for all or part of the Commission accrued, without prejudice to any rights and/or remedies available in any way to PrimeXBT;
- 9.4. In the event that PrimeXBT determines that any activity constitutes Fraudulent Traffic, PrimeXBT shall have the right to recalculate or withhold any Payment, Commission or Fee and/or terminate with immediate effect the Agreement and/or cancel with immediate effect any Campaign, at its absolute discretion without prejudice to any other right and/or remedy available to PrimeXBT.
- 9.5. Notwithstanding any other provisions of the Agreement, if PrimeXBT determines that the Affiliate or Introducing Broker is involved, directly or indirectly in any Fraudulent Traffic and/or fraudulent, deceptive, manipulative or otherwise illegal activity connected to the Services and/or PrimeXBT and/or the Channels, including without limitation to PrimeXBT's website, and Platform, PrimeXBT shall have the right in addition to any other right or remedy available to it, to cancel any Campaign and/or terminate the Agreement with immediate effect, without liability.
- 9.6. The Affiliate or Introducing Broker hereby waives its right to and shall indemnify PrimeXBT and any member of PrimeXBT for, any claim or demand made against PrimeXBT or any member of PrimeXBT for, its

directors, officers, shareholder, employees or against its website, in respect of the exercise by PrimeXBT of its right under this clause.

- 9.7. In addition to any other provision of the Agreement or under applicable laws, the Affiliate or Introducing Broker shall not be entitled to receive any Payment, Fees and/or Commission for any Lead and/or Unique Qualified Trader entitling the Affiliate or Introducing Broker for payment unless and until the foregoing have been approved by PrimeXBT.
- 9.8. For the avoidance of doubt, it is hereby stated that PrimeXBT reserves the right, at its sole discretion, to change, modify, add or remove, at any time, any criteria applying to any of Payment, Commission and/or Fees, including without limitation, setting any baseline, threshold, minimum deposits/earning and/or other requirements for qualifying into any of the Commission and/or Fees set forth herein.

10. CANCELLATION OF CAMPAIGNS

- 10.1. Except as otherwise expressly provided for in this Agreement and/or the Partnership Offer:
- 10.1.1. PrimeXBT may cancel any Campaign, for any reason and at any time, after providing the Affiliate or Introducing Broker with three (3) working days' notice, via email or through the Partner Management Platform. The three (3) working days' notice period shall additionally serve as a deadline for the Affiliate or Introducing Broker to cease the relevant Campaign.
- 10.1.2. The Affiliate or Introducing Broker may cancel any Campaign, for any reason and at any time, after providing PrimeXBT with a fourteen (14) calendar days' notice.
- 10.2. The above notice periods shall be waived, and the cancellation of any Campaign shall be deemed effective immediately upon written notice, in the event that circumstances arise that render the Campaign illegal or non-compliant with applicable laws and regulations. Should any Campaign be cancelled for any reason, the Affiliate or Introducing Broker shall not be entitled to any compensation or guarantee of future co-operation.
- 10.3. PrimeXBT, at its sole discretion, reserves the right to impose restrictions on the operation of the Affiliate's or Introducing Broker's Partner Account, if it suspects that the Affiliate or Introducing Broker is engaged in illegal or fraudulent transactions, or if there is reason to believe that the Affiliate or Introducing Broker is in violation of any

terms and conditions set forth in this Agreement or any specific provisions of the Marketing Guidelines or the Partnership Offer.

11. DURATION AND TERMINATION

- 11.1. The Partnership under this Agreement shall continue indefinitely until terminated in accordance with the terms set forth herein.
- 11.2. Except as otherwise expressly provided for in this Agreement and/or the Partnership offer:
- 11.2.1. PrimeXBT may terminate this Agreement, for any reason and at any time, without previous notice. The Affiliate or Introducing Broker must terminate all services immediately, and no later than (3) business days after being made aware that the Agreement has been terminated.
- 11.2.2. The Affiliate or Introducing Broker may terminate this Agreement, for any reason and at any time, after providing PrimeXBT with a fourteen (14) calendar days' notice.
- 11.3. Notwithstanding any other provision of the Agreement, PrimeXBT reserves the right at its sole discretion, to immediately terminate the Agreement and/or cancel any Campaign ("Termination for Cause") without notice and without prejudice to any other legal and/or equitable rights available to PrimeXBT, in the event that:
- 11.3.1. The Affiliate or Introducing Broker, for any reason, fails to act, in the sole opinion of PrimeXBT in good faith and/or for any other reason, which in the sole opinion of PrimeXBT merits such termination.
- 11.3.2. The Affiliate or Introducing Broker is unable to complete, execute and deliver the Services and/or its obligations under the Agreement.
- 11.3.3. PrimeXBT has reasonable grounds to believe that the Affiliate or Introducing Broker attempts to, or actually breaches a term and/or conditions and/or warranty of the Agreement.
- 11.3.4. PrimeXBT has reasonable grounds to believe that the Affiliate or Introducing Broker breaches any regulation, rule and/or law of any relevant or competent jurisdiction.
- 11.3.5. The Affiliate or Introducing Broker has an application, order, resolution, or other announcement issued against them relating to a voluntary or involuntary liquidation, or insolvency or bankruptcy proceedings.

- 11.3.6. PrimeXBT has reasonable grounds to believe that the Affiliate or Introducing Broker has become directly or indirectly involved in any type of fraud and/or Fraudulent Traffic.
 - 11.3.7. PrimeXBT has reasonable grounds to believe that the Affiliate or Introducing Broker has failed to comply with any term or conditions contained herein.
 - 11.3.8. The Affiliate or Introducing Broker does not submit the necessary identification information, including KYC or KYB as applicable, through the Partner Management Platform, within the timeframes mandated by the Platform Provider.
- 11.4. The Affiliate or Introducing Broker understands and accepts that upon termination of the Agreement and/or cancellation of any Campaign:
- 11.4.1. PrimeXBT reserves the right to block any Partner Account and/or any other PrimeXBT account.
 - 11.4.2. The Affiliate or Introducing Broker shall immediately and without undue delay stop sending traffic and/or providing the Services in relation to the Agreement and/or any particular cancelled Campaign, as the case may be.
 - 11.4.3. Such termination or cancellation shall be without prejudice to any outstanding or accrued obligations the Affiliate or Introducing Broker has in relation to PrimeXBT.
 - 11.4.4. Any authorization or powers of attorney or any rights granted by PrimeXBT to the Affiliate or Introducing Broker shall be automatically terminated and withdrawn.
 - 11.4.5. Any authorisation or powers of attorney or any rights granted by the Affiliate or Introducing Broker to any Client shall be automatically terminated.
 - 11.4.6. Any and all Client(s) of PrimeXBT may, in the sole discretion of PrimeXBT, remain as clients of PrimeXBT, irrespective of the termination of this Agreement.
- 11.5. During the Termination Period or upon the termination of this Agreement for any reason, the Affiliate or Introducing Broker shall promptly return to PrimeXBT all property of PrimeXBT in its possession or under its control, including all documentation, creative materials, and Confidential Information, along with any copies and derivatives thereof. Furthermore, the Affiliate or Introducing Broker shall destroy all such materials (in the case of software, by erasing it from the

magnetic media on which it is stored) and provide written certification to PrimeXBT confirming their destruction; and

- 11.6. The Affiliate or Introducing Broker shall immediately cease all marketing and promotion of the Trading Platform in any manner, discontinue the use of any of PrimeXBT's Intellectual Property Rights, trade secrets, and technical know-how, and promptly remove any PrimeXBT Brands or other PrimeXBT materials from any website or other platforms and all rights granted to the Affiliate or Introducing Broker under this Agreement shall immediately terminate.
- 11.7. Without prejudice to the rest of the provisions of this clause, PrimeXBT may maintain your Partner Account on the Partner Management Platform, exclusively for the purpose of remitting any outstanding payments for accrued fees which you may have yet to be paid or which accrue during the Termination Period.
- 11.8. For the avoidance of doubt and without prejudice to other provisions within the Agreement, the Partnership Offer and/or the Marketing Guidelines, PrimeXBT retains the absolute right, in its discretion, to withhold, set-off, or deduct from any Payment, including but not limited to Fees and/or Commission, owed to the Affiliate or Introducing Broker in case of termination or cancellation resulting from a Termination for Cause, including termination for breach of any specifications of the Partnership Offer or any Representation or Warranty made herein. In such circumstances, the Affiliate or Introducing Broker shall forfeit any entitlement to receive the Fees and/or any other payment under this Agreement, including any payment related to any Introduced Client for which the Affiliate or Introducing Broker was entitled to receive Fees prior to such termination and any payments that had already accrued but had not yet been disbursed to the Affiliate or Introducing Broker.
- 11.9. In the event that the Agreement is terminated by PrimeXBT due to any breach of this Agreement by the Affiliate or Introducing Broker, including any representation or warranty made herein, then such termination shall not affect any other remedies to which PrimeXBT may be entitled under applicable law and/or this Agreement. Upon termination or expiration of this Agreement for any reason whatsoever, no payments or compensations, whether in the form of goodwill, future profit loss, investment reimbursement, severance, or any similar termination-related indemnity, shall be owed by PrimeXBT to the Affiliate or Introducing Broker. Termination of this Agreement for any cause shall not release either party from any liabilities that have already accrued to the other party at the time of termination or that may subsequently accrue in relation to any actions or omissions prior to termination or any obligations expressly stated herein to persist beyond termination.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. PrimeXBT retains exclusive intellectual property rights over all content, trademarks, service marks, trade names, logos, and icons, which belong to PrimeXBT, its affiliates, and agents. These assets are safeguarded by copyright laws and international agreements. The Affiliate or Introducing Broker is obligated not to remove any copyright notices or other indications of intellectual property rights from materials obtained from third parties, the Partner Management Platform, or downloaded and printed from PrimeXBT's Website(s). The Affiliate or Introducing Broker shall not gain any intellectual property rights or licenses to use PrimeXBT's materials or website except as outlined in this Agreement.
- 12.2. For all dealings and interactions between PrimeXBT and the Affiliate or Introducing Broker, PrimeXBT's Property shall include, without limitation, the Trading Platform, PrimeXBT Brands, creative materials, demographic, and Lead/Client-related information (including Lead/Client Data), software, documentation, hardware, and other intellectual property used by or on behalf of PrimeXBT, along with copyrights, trademarks, patents, and trade secrets. These are and shall remain the exclusive property of PrimeXBT, and PrimeXBT retains all rights, titles, and interests, including all Intellectual Property Rights. Images displayed on PrimeXBT's Website are either owned by PrimeXBT or used with permission.
- 12.3. The Affiliate or Introducing Broker hereby agrees and promises not to upload, post, reproduce, or distribute copyrighted or other protected materials without the necessary permissions and/or PrimeXBT's prior written consent.
- 12.4. The Affiliate or Introducing Broker may not challenge PrimeXBT's ownership rights over the Trading Platform, PrimeXBT Brands, PrimeXBT's Property, or Intellectual Property Rights derived from them, nor take any action that may harm PrimeXBT's rights. Upon termination of this Agreement, all rights granted to the Affiliate or Introducing Broker herein shall automatically and immediately revert to PrimeXBT, without any specific action being required from either party.
- 12.5. By submitting content about PrimeXBT its Trading Platform and its Services to any public area on the internet, the Affiliate or Introducing Broker grants PrimeXBT a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works, distribute, communicate, perform, and display said content worldwide.
- 12.6. The Affiliate or Introducing Broker shall display suitable copyright and trademark notices conforming to PrimeXBT's requirements, on all

publications or promotions, across all Affiliate or Introducing Broker Network(s) and Channel(s).

13. CONFIDENTIALITY & PERSONAL DATA

- 13.1. The Affiliate or Introducing Broker hereby acknowledges and confirms their commitment and obligation towards the Company and all Leads, to consistently adhere to all applicable Data Protection Legislation concerning the processing of any and all Personal Data within the scope of this Agreement.
- 13.2. The Affiliate or Introducing Broker shall, at their own expense, ensure their compliance with all applicable Data Protection Legislation and provide any necessary assistance to the Company for its compliance with current and future regulatory requirements concerning the use of personal data.
- 13.3. PrimeXBT retains the right, without prior notice to the Affiliate or Introducing Broker, to disclose or authorize the disclosure of personal data, encompassing data disclosed herein, any data associated with confidential information, and details of Affiliate or Introducing Broker transactions to meet the demands of regulatory authorities, banks, financial institutions, auditors, consultants, entities within PrimeXBT's corporate group, select Service Providers, PrimeXBT's affiliated or Group Entities and Partners, and any company directly or indirectly controlled by PrimeXBT, for the purpose of facilitating this agreement, subject to the receiving party's commitment to uphold the confidentiality of the shared information.
- 13.4. All Personal Data of the Affiliate or Introducing Broker shall be processed in strict compliance with the provisions of applicable Data Protection Legislation.
- 13.5. The Parties mutually agree to maintain strict confidentiality and refrain from disclosing to any third party any confidential information exchanged between them, whether during the term of this Agreement or after its termination.
- 13.6. The Affiliate or Introducing Broker acknowledges and accepts that they have reviewed and agreed to the Partner Privacy Policy, which is always available on the Partner Account on the Partner Management Platform.
- 13.7. PrimeXBT is granted the right to utilize Lead-related information, including Lead Personal Data, during and after the term of this Agreement in order to provide and continue providing its Services to the Leads and/or Introduced Clients. Such information shall be

recognized as PrimeXBT's exclusive proprietary and Confidential Information.

- 13.8. Both parties shall be obliged to safeguard each other's Confidential Information from unauthorized disclosure and shall not use or disclose such information to third parties, except as required for the performance of this Agreement.
- 13.9. PrimeXBT retains the right to reference the existence of this Agreement in its Marketing Materials and Public Announcements, ensuring that such references accurately represent the nature of the business relationship and do not divulge the Affiliate's or Introducing Broker's Confidential Information. Any press releases, publications or public statements concerning this Agreement by the Affiliate or Introducing Broker require PrimeXBT's written consent regarding their content and release date.
- 13.10. Confidential Information encompasses all information related to the Service that is disclosed directly or indirectly by the Disclosing Party, its Representatives, Group Companies, or their Representatives, before, on, or after the date of this agreement. For the purposes of this Agreement, the definition of Confidential Information shall, without limitation, include:
 - 13.10.1. The fact that discussions and negotiations are occurring regarding the Service and the status of those discussions and negotiations.
 - 13.10.2. The existence and terms of this Agreement.
 - 13.10.3. All confidential or proprietary information related to the business, affairs, clients, employees, clients, supplier plans, intentions, market opportunities, operations, processes, product information, know-how, technical information, designs, trade secrets, or software of the Disclosing Party or any of the Disclosing Party's Group Companies, Affiliates or Partners.
 - 13.10.4. Any information, findings, data, or analysis derived from Confidential Information.
 - 13.10.5. Any other information identified as confidential or proprietary.
- 13.11. Information shall not be considered Confidential Information and shall be excluded from the definition and obligations of Confidential Information if the information meets the following criteria or has any of the following characteristics:
 - 13.11.1. It is publicly available, or it is made publicly available through any means other than as a result of the Recipient's breach:

- 13.11.2. It was available to the Recipient on a non-confidential basis before a disclosure was made by the Disclosing Party.
 - 13.11.3. It was, is, or becomes available to the Recipient on a non-confidential basis from a person not under confidentiality obligations.
 - 13.11.4. It was lawfully in the Receiving Party's possession before any disclosure was made by the Disclosing Party.
 - 13.11.5. It is, or was, independently developed by or for the Receiving Party.
 - 13.11.6. The Parties agree in writing that the information is not Confidential.
- 13.12. In relation to any and all disclosures, and in consideration of the Disclosing Party providing Confidential Information to the Receiving Party, the Receiving Party hereby undertakes:
- 13.12.1. To keep the Confidential Information secret and confidential.
 - 13.12.2. To use the Confidential Information solely for the purposes of this Agreement.
 - 13.12.3. Not to directly or indirectly disclose or make available any Confidential Information, except as expressly permitted in this Agreement.
 - 13.12.4. Not to make copies or records of Confidential Information except as necessary for the purposes of this Agreement, or for the purposes of complying with any applicable law or regulation. In the event of the Affiliate or Introducing Broker making such copies or records, they shall belong at all times and exclusively to PrimeXBT.
- 13.13. The Receiving Party shall establish and maintain adequate security measures, including those proposed by the Disclosing Party, to safeguard Confidential Information from unauthorized access or use.
- 13.14. The Receiving Party may disclose Confidential Information to its Representatives, Group Companies, Service Providers, Affiliates and Partners, provided that they are informed of the confidential nature of the information and comply with the confidentiality obligations.
- 13.15. The Receiving Party shall be liable for the actions or omissions of its Representatives, Group Companies, Service Providers, Affiliates and Partners regarding the Confidential Information as if they were done by the Receiving Party.

- 13.16. A Party may disclose Confidential Information to the minimum extent required by:
- 13.16.1. An order of any court, regulatory, judicial, governmental, or taxation authority.
 - 13.16.2. The rules of any listing authority or stock exchange.
 - 13.16.3. The laws or regulations of any relevant country.
- 13.17. Before any disclosure as stipulated in the preceding clause, the Disclosing Party shall undertake reasonable endeavors to provide notice to the other Party, where and to the extent permitted or required by applicable law. If notice is not prohibited, the Disclosing Party shall consider reasonable requests regarding the content of the disclosure.
- 13.18. If a Party is unable to inform the other Party before disclosure, it shall inform the other Party of the circumstances and information disclosed as soon as reasonably practicable.
- 13.19. Upon request by the Disclosing Party, the Receiving Party shall:
- 13.19.1. Destroy or return all documents and materials containing, reflecting, or incorporating Confidential Information.
 - 13.19.2. Erase Confidential Information from their computers, cloud storage systems, communication systems and all electronic devices capable of storing the Confidential Information.
 - 13.19.3. Erase Confidential Information stored electronically by third-party data storage services.
 - 13.19.4. Provide written certification of compliance with these requirements.
 - 13.19.5. This clause does not require the Recipient to return or destroy documents and materials required to be kept and stored by applicable law or regulatory authorities. This agreement continues to apply to retained documents and materials.

14. AMENDMENTS

- 14.1. Notwithstanding any other provision of the Agreement, PrimeXBT reserves the right to unilaterally amend, from time to time, for any reason whatsoever all or part of the Agreement. By engaging with the Company as an Affiliate or Introducing Broker, you shall accept and

continue to accept the Agreement as it is amended from time to time. If you do not agree to the present terms, as amended from time to time, you should immediately inform PrimeXBT that you do not accept the terms and submit a termination notice in accordance with the Termination clause of this Agreement, and cease engaging with the Company as an Affiliate or Introducing Broker immediately upon the handover of any outstanding work or until the cancellation of any ongoing Campaign.

14.2. Without prejudice to the above, PrimeXBT may amend the Agreement where it considers that such amendments are required in order to comply with any legal obligation or any publication by a regulatory authority of a competent jurisdiction. Such changes shall have immediate effect and shall not require the previous consent of the Affiliate or Introducing Broker.

14.3. The Affiliate or Introducing Broker shall be responsible for keeping themselves informed and up to date, at all times, in relation to any amendments or changes to this Agreement. PrimeXBT may notify the Affiliate or Introducing Broker in the event that material changes to the Agreement are made.

14.4. Any amendments requested by the Affiliate or Introducing Broker shall not be effective unless accepted by PrimeXBT in writing and included in the Partnership Offer, as an amendment or otherwise.

15. ASSIGNMENT

15.1. The Affiliate or Introducing Broker SHALL NOT assign, transfer, sub-contract, sub-license, sell, convey, delegate, or otherwise encumber to any third-party, in whole or in part, the Agreement or any of its rights or obligations as stipulated herein, without PrimeXBT's prior written consent in each instance. Any attempt to assign the Agreement other than as permitted above shall be considered void and invalid.

15.2. PrimeXBT may at any time assign, transfer, subcontract or sub-license, or deal in any other manner with, in whole or in part the Agreement or any of its rights or obligations hereunder determined.

16. LIMITATION OF LIABILITY

16.1. Except as explicitly stated above and to the fullest extent permitted by applicable law, PrimeXBT provides no warranties, whether express, implied, or statutory, regarding the Trading Platform and its operation. All such warranties, including but not limited to implied warranties of

merchantability and fitness for a particular purpose, are hereby explicitly disclaimed by PrimeXBT.

- 16.2. The Affiliate or Introducing Broker hereby acknowledges that PrimeXBT has not represented or warranted that the Trading Platform will be uninterrupted, error-free, without delay, or without compromise of the security systems and features therein and related thereto. PrimeXBT makes no representations or warranties of any kind concerning any services provided by any wireless carrier or authorized distributor.
- 16.3. Under no circumstances shall PrimeXBT (or any of its shareholders, directors, officers, employees, affiliates, representatives, or licensors) be liable to the Affiliate or Introducing Broker for any consequential, incidental, or special damages, including damages for business interruption, loss of business information, and the like, arising out of or in connection with this Agreement, including with respect to the use or inability to use the Trading Platform, even if PrimeXBT has been informed of the possibility of such damages. To the extent that, in a particular circumstance, any disclaimer or limitation on damages, losses, or liability set forth herein (whether direct, indirect, consequential, incidental, or special) is prohibited by applicable law, then, in such particular circumstance, PrimeXBT (and its shareholders, directors, officers, employees, affiliated person or entities, and representatives) shall be entitled to the maximum disclaimers and/or limitations on damages and liability available at law under such applicable law.
- 16.4. Without prejudice to the above, if PrimeXBT is found liable (whether under contract, tort, including negligence, or otherwise), the cumulative liability of PrimeXBT for all claims related to the Trading Platform or arising out of this Agreement shall not exceed the payments made to the Affiliate or Introducing Broker by PrimeXBT under this Agreement during the three (3) months preceding the event that gave rise to the action or claim.
- 16.5. No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of this Agreement, may be brought by the Affiliate or Introducing Broker against PrimeXBT more than twelve (12) months after such cause of action has arisen.

17. FORCE MAJEURE

- 17.1. Neither party shall be held responsible for any delay or inability to fulfill its obligations under this Agreement if such delay or failure results from a cause beyond the reasonable control of that party and

is not attributable to that party's fault. Such causes may include, but are not limited to, labor disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communication failures, earthquakes, or other unforeseeable events. In the event of a force majeure event, the party unable to perform its obligations due to the force majeure event shall be excused from performing those obligations to the extent prevented, provided that due notice is given as soon as feasibly possible to the other party.

18. NON-WAIVER

18.1. Neither party's failure to exercise its rights under this Agreement shall be considered a waiver of those rights, except as expressly provided above. No term or provision of this Agreement shall be regarded as waived, nor shall any breach be excused, unless such waiver or consent is made in writing and signed by the party alleged by the other party to have granted the waiver or consent. No waiver of any breach of this Agreement shall be construed as a waiver of any other or subsequent breach.

19. SEVERABILITY

19.1. If any provision of this Agreement is found to be invalid or unenforceable, it will not affect the remaining provisions of this Agreement. The remaining provisions will remain in full force and effect between the parties and will be enforceable as if the invalid or unenforceable provision were not included in this Agreement.

20. COMPLAINTS

20.1. The Affiliate or Introducing Broker shall promptly inform PrimeXBT by telephone, and/or in writing, and or through the Partner Management Platform of any Client Complaint against PrimeXBT and/or any Complaint against PrimeXBT that the Affiliate or Introducing Broker may have or come across in any way.

20.2. Upon PrimeXBT's request, the Affiliate or Introducing Broker shall submit a full and detailed report with any supporting documents relating to the complaint within five (5) days of receiving the complaint.

20.3. PrimeXBT shall acknowledge notice of the complaint within five (5) working days and shall provide the Affiliate or Introducing Broker a

formal response within 60 days. PrimeXBT does not compensate for moral damages.

20.4. The Affiliate or Introducing Broker also agrees to inform PrimeXBT of any written complaint received from any Introduced Client that pertains to any function performed by the Affiliate or Introducing Broker. In such cases, the Affiliate or Introducing Broker shall notify PrimeXBT promptly, and, if necessary, provide a detailed account of the complaint, including any supporting documentation so that the causes of the complaint may be examined to improve client and user experience.

21. NOTICES

21.1. Any notices under this Agreement shall be in writing and will be considered duly given when sent via email to:

21.1.1. partners@PrimeXBT.com in relation to PrimeXBT; or

21.1.2. the email address provided in the Registration Form in relation to the Affiliate or Introducing Broker.

21.2. If the email address in the Registration Form is accurate and valid, notices will be considered effective on the business day when the email was sent. If there are changes to the email address, such changes must be communicated in writing as soon as such change occurs.

22. GOVERNING LAW AND CONFLICT RESOLUTION

22.1. This Agreement shall exclusively be governed by and construed in accordance with the laws of the Republic of the Marshall Islands (RMI).

22.2. The parties shall use all reasonable efforts to amicably resolve any dispute or controversy arising directly from this Agreement. In the event of a dispute that cannot be resolved by the parties themselves, either party may initiate a binding arbitration proceeding in accordance with the Rules of Arbitration of the International Chamber of Commerce, with a single arbitrator to be appointed in accordance with those Rules.

22.3. The arbitration venue shall be determined by mutual agreement between the parties upon the conflict being brought to the attention of PrimeXBT.

- 22.4. The language of the Arbitration Proceedings shall be English.
- 22.5. It is hereby agreed that the arbitration award shall be final and binding on both parties.
- 22.6. Each party acknowledges that in the event of a breach of this Agreement, legal remedies may be insufficient, and therefore, in case of such a breach by either party, the other party shall have the right to seek injunctive relief or other appropriate remedies in a competent court to prevent such a breach of this Agreement.

23. ENTIRE AGREEMENT

- 23.1. Without prejudice to the specific provisions of the Partnership Offer, this Agreement constitutes the complete agreement and supersedes all prior communications or agreements, whether oral or written, between the Parties concerning the subject matter herein.
- 23.2. When entering into this Agreement, neither party has relied on any statement, representation, warranty, or agreement made by the other party unless explicitly stated in this Agreement.