



Partners Agreement



Table of Contents

| | |
|--|-----------|
| 1. Introduction | 2 |
| 2. General Terms & Conditions | 3 |
| 3. Representation & Warranties | 4 |
| 4. Partner relationship and activities | 7 |
| 5. Commission Programme | 10 |
| 6. Payments | 11 |
| 7. Term | 13 |
| 8. Amendments & Termination | 13 |
| 9. Written Notice | 15 |
| 10. Recording of Telephone Calls & Personal Data | 16 |
| 11. Confidentiality | 17 |
| 12. Proprietary Property | 18 |
| 13. Force Majeure | 19 |
| 14. Limitation of Liability | 20 |
| 15. Indemnity | 20 |
| 16. Governing language | 21 |
| 17. Governing Law & Jurisdiction | 21 |
| 18. Dispute Resolution | 22 |
| 19. Assignment | 23 |
| 20. Definition of terms | 24 |
| APPENDIX – Partners commission structure | 29 |

1. Introduction

- 1.1 Exeprime Limited (hereinafter referred to as the "Company", "Exeprime", "us", "we", "our"), a reputable financial services provider incorporated and located at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia, with Registration Number 2023 - 00182, extends a warm welcome to esteemed individuals who wish to establish a partnership with the Company (hereinafter referred to as the "Partner") through the Company's official website.
- 1.2 The parties involved in this agreement, specifically the Partner and the Company, shall hereinafter be collectively referred to as the "Parties" and individually as a "Party", as the context may require.
- 1.3 The Partner is an independent contractor engaged in the solicitation of clients for financial services transactions. The Partner agrees to introduce prospective clients to the Company, thereby creating a mutually advantageous business relationship.
- 1.4 In accordance with applicable laws and regulations, the Partner explicitly acknowledges and agrees to assume responsibility for ensuring that all necessary registrations, authorizations, or licenses are obtained, thereby enabling the Partner to legally provide the services outlined in this Agreement.
- 1.5 The Company specializes in offering a wide range of trading services to a diverse spectrum of clients, including both retail and institutional investors. These services include facilitating the speculation, purchase, and sale of foreign exchange (Forex), Contracts for Difference (CFDs), commodities, metals, currencies, indices, and cryptocurrencies. In addition, Exeprime provides an array of financial products and services that have been carefully curated and tailored to meet the specific needs and preferences of its clientele, all while maintaining the Company's high standards of discretion and expertise.
- 1.6 In order to clearly define the terms and conditions of their partnership,

the Parties aim to establish a structured framework wherein the Partner plays a key role as an intermediary, facilitating the connection between Exeprime and its Clients. This collaboration ensures the smooth execution of agreements and enhances the overall business relationship between the Company and its Clients.

2. General Terms & Conditions

- 2.1 This Agreement, entered into by and between Exeprime and the Partner, outlines the provision of services in their respective roles, reflecting their mutual dedication to maintaining the highest standards of excellence, professionalism, and integrity in their business dealings.
- 2.2 Both Parties, with a commitment to transparency and mutual trust, acknowledge that this Agreement operates as an independent and self-contained document, free from any external representations, warranties, or additional terms not expressly outlined herein.
- 2.3 The Partner agrees not to misrepresent themselves as an agent of Exeprime and will refrain from portraying themselves, or permitting others to portray them, as an authorized individual with the power to bind Exeprime in any contractual obligation or agreement with any third party.
- 2.4 This Agreement, along with its appendices, represents the final and complete understanding between the Parties and supersedes all prior agreements, whether written or verbal, that may have existed between them. It stands as the definitive arrangement governing the relationship between the Parties, replacing any previous negotiations or arrangements.
- 2.5 References to statutory provisions encompass any amendments, consolidations, re-enactments, statutory instruments, orders, or similar provisions, whether present or future. Terms in the singular form also include the plural, and gender-neutral terms are intended to cover all

genders. The term "persons" includes both natural individuals and legal entities.

Unless specifically stated otherwise, references to clauses, parties, appendices, or schedules are to those contained within this Agreement. The headings of clauses are included solely for convenience and ease of reference and do not affect the interpretation of the Agreement.

3. Representation & Warranties

- 3.1 The Partner warrants and affirms complete compliance with all relevant laws, statutes, regulations, and codes concerning anti-bribery and anti-corruption measures. This includes the implementation of effective policies and procedures to prevent bribery and corruption, the certification of current compliance status, and the continuous oversight to ensure adherence to these standards by all employees, agents, contractors, or any other individuals associated with the Partner.
- 3.2 In the event that the Partner operates a website for promotional purposes, the Partner commits to incorporating specific features and providing the necessary information as outlined in this Agreement. This ensures efficient and seamless interaction between Prospective Clients and Exeprime, thereby enhancing the engagement and facilitating the smooth execution of the Company's services.
- 3.3 The Company commits to providing the Partner with all essential information, promotional materials, and technical resources required for seamless website integration. This ensures full compliance with Exeprime's guidelines and prevents any unauthorized content or materials from being uploaded, maintaining the integrity of the Company's brand and services.
- 3.4 The Partner agrees not to misuse or misrepresent Exeprime's name, brand, proprietary information, or trading platform. The use of these

resources shall be strictly limited to the purposes of facilitating Client acquisition and executing agreements in line with the Company's objectives, ensuring the protection and integrity of Exeprime's intellectual property and reputation.

- 3.5 The Partner affirms that they shall not make any representations or assurances to Clients that would guarantee protection against potential losses, nor shall they attempt to collect margins that exceed the parameters established by Exeprime. Any actions taken by the Partner must remain within the Company's established guidelines and policies.
- 3.6 The Partner acknowledges having read and understood Exeprime's Compliance and Anti-Money Laundering (AML) Policies, which may be updated or modified periodically. The Partner commits to conducting all business operations in full compliance with these policies and procedures, ensuring adherence to the highest standards of regulatory and legal requirements.
- 3.7 The Partner guarantees complete compliance with all relevant laws, regulations, statutes, organizational policies, and guidelines that are applicable to their operations, as well as the jurisdiction(s) in which they or their Clients conduct business. This includes adhering to any local, national, or international legal frameworks relevant to the activities under this Agreement.
- 3.8 The Partner agrees to operate and conduct business activities solely as an independent contractor, with no authority to act as an agent, employee, or representative of Exeprime. The Partner acknowledges that they are not authorized to bind Exeprime or make any commitments on its behalf, and they will not present themselves as having such authority.
- 3.9 In their role as an intermediary, the Partner agrees to provide Exeprime with accurate, complete, and up-to-date information at all times. This includes, but is not limited to, identity verification details, contact information, payment instructions, nationality, residency status, participation in other affiliate or partner programs, and any other relevant

information regarding their activities as an intermediary. The Partner's role includes introducing, explaining, and promoting the financial services offered by Exeprime to Prospective Clients, ensuring transparency and adherence to the Company's standards.

- 3.10 The Partner agrees and commits not to offer any form of investment advice to their Clients. The Partner acknowledges that their role is solely to facilitate the introduction and promotion of Exeprime's financial services, without engaging in activities that involve providing personalized investment recommendations or guidance.
- 3.11 The Partner agrees to fully disclose to Clients any commissions or fees received in relation to the services rendered under this Agreement. This includes providing clear and transparent information regarding any additional commissions or compensation received by the Partner, ensuring that Clients are fully informed of all financial arrangements associated with their transactions with Exeprime.
- 3.12 Upon request, the Partner agrees to provide Exeprime with all necessary documentation and information related to their business activities, including but not limited to their operational status, regulatory compliance, and any applicable licensing or authorization details required by relevant authorities. This includes promptly supplying any evidence that substantiates their ability to legally operate and engage in activities as outlined in this Agreement.
- 3.13 The Partner acknowledges that their responsibilities under this Agreement remain in full force and effect, regardless of how Clients choose to interact with the Company. This includes situations where Clients access the services provided by Exeprime through the Partner's website or any other means facilitated by the Partner.
- 3.14 The Partner agrees to provide Clients with complete and accurate information concerning the Company's bank account details if applicable. This includes directing Clients to deposit or wire transfer funds in

accordance with the terms set forth in this Agreement, ensuring that all transactions are conducted in compliance with the Company's requirements.

- 3.15 The Partner commits to maintaining accurate and detailed records in full compliance with the Company's Introducing Compliance Policy. These records must be readily accessible and available for inspection by the Company upon request, ensuring full transparency and adherence to regulatory standards.
- 3.16 The Partner agrees to promptly notify the Company of any regulatory or legal inquiries that may impact their business operations. Additionally, the Partner commits to fully disclosing any sanctions or penalties that have been imposed on them within the last five (5) years, ensuring complete transparency and compliance with applicable laws.
- 3.17 The Partner acknowledges and accepts full responsibility for all applicable duties, fees, and taxes arising from their business activities. This includes ensuring that any financial obligations related to their operations are duly settled in accordance with relevant legal and regulatory requirements.
- 3.18 The Company is responsible for ensuring that Clients receive all necessary disclosures as required by applicable laws and regulations. Meanwhile, the Partner agrees to meet any further disclosure obligations as mandated by relevant legal frameworks. This revised language seeks to enhance clarity, professionalism, and comprehension while emphasizing the Partner's unwavering commitment to full compliance and the maintenance of ethical business standards in all dealings.

4. Partner relationship and activities

- 4.1 In order for an individual to be regarded as a Prospective Client introduced by the Partner, the individual must initiate the process of

opening a trading account with the Company through the designated link(s) provided by the Partner.

- 4.2 Any individual referred to the Company by the Partner, who proceeds to open a trading account with the Company, shall be deemed a Client and will be fully subject to all the applicable rules, policies, and procedures established by Exeprime that govern their activities within the Company.
- 4.3 The Partner agrees that all actions undertaken to identify, engage, and refer Prospective Clients to the Company's official website(s) must comply with the highest standards of professionalism, ethics, and applicable legal regulations.
- 4.4 The Company retains the right to decline any Prospective Clients who do not meet its internal compliance requirements. Additionally, written approval must be obtained for all new account applications prior to the commencement of any trading activities.
- 4.5 The Partner may assist Prospective Clients in completing the account registration forms with Exeprime and, if required, provide or obtain any necessary documentation to facilitate the account opening process, ensuring compliance with applicable regulations.
- 4.6 Exeprime reserves the right to refuse recognition of any Prospective Client introduced by the Partner if the Prospective Client fails to include the Partner's identification number during the initial account application process.
- 4.7 The Partner shall act as a key intermediary between Exeprime and its Clients, with the primary responsibility of improving service delivery and fostering connections by introducing and clarifying the Company's services. In this role, the Partner is expected to take all appropriate steps to facilitate the successful finalization of agreements between Exeprime and Prospective Clients, including handling the preliminary arrangements as necessary.
- 4.8 Exeprime assumes no liability for any advice, guidance, or decisions given by the Partner to their Clients or Prospective Clients, regardless of

the Partner's role as an intermediary facilitating financial transactions between the Company and the Clients. The Partner is solely responsible for any actions or recommendations made to the Clients, and Exeprime shall not be held accountable for such interactions.

- 4.9 In the event that a Client chooses to dissociate from the Partner ("Unlinked Client"), Exeprime shall discontinue any further remuneration to the Partner for the Unlinked Client. Any outstanding payments or commissions due to the Partner in relation to the Unlinked Client will be transferred accordingly, and the Partner shall have no additional entitlement to remuneration for that Client following their disassociation.
- 4.10 Exeprime reserves the right to refuse recognition of any Prospective Clients introduced by the Partner if the Prospective Clients fail to provide the Partner's identification number during the initial account application process. This condition is required for proper tracking and acknowledgment of introductions made by the Partner.
- 4.11 Exeprime retains exclusive discretion to determine whether the Partner has successfully introduced a Prospective Client in situations where the registration process deviates from the conditions outlined in the previous clauses. This decision will be based on Exeprime's evaluation and assessment of the specific circumstances surrounding the registration.
- 4.12 Partners who reside at the same address shall not be recognized as affiliated or linked as Partners and sub-partners under any circumstances. This policy is in place to ensure the integrity of the partnership structure and prevent any conflicts of interest or unauthorized associations between individuals sharing a residential address.
- 4.13 Two Partners, Introducing Brokers (IBs), or affiliates cannot be assigned to each other as affiliated IBs under any circumstances. This policy is designed to maintain the integrity of the partnership network, ensuring that all relationships are independent and compliant with the established

organizational structure of Exeprime.

4.14 Clients are required to fund their accounts held by the Company directly from their personal bank accounts, unless an alternative arrangement is mutually agreed upon and properly documented by the Company. This ensures that all transactions comply with regulatory and compliance standards set by Exeprime.

5. Commission Programme

5.1 The Partner shall be entitled to receive the Commission Structure as outlined in the Appendix, which forms an integral part of this Agreement, contingent upon mutual agreement between the Parties involved. This structure is subject to adjustment based on the terms and conditions established by Exeprime and as agreed upon by both the Company and the Partner.

5.2 Partner commissions may fluctuate marginally depending on the pip value, as detailed in the Commission Table, which is an integral part of this Agreement. These variations are subject to the terms and conditions established by Exeprime, with the specific amounts and calculations outlined within the aforementioned table.

5.3 A 15% Sub-Partner Commission applies exclusively to Partner Client accounts that fall under the 70% Revenue Share program, as outlined by Exeprime. This commission structure is applicable solely to those qualifying accounts and is subject to the specific terms and conditions set forth in this Agreement.

5.4 In order for commissions to be generated, Partner accounts must undergo verification by Exeprime. This verification process ensures that the accounts meet all necessary compliance and regulatory requirements as determined by the Company.

5.5 Exeprime reserves the right to modify the commission structure for Partners, provided that prior notification is given to the Partner. Any such

adjustments will be communicated in advance to ensure transparency and allow the Partner to understand the changes before they take effect.

- 5.6 Exeprime reserves the right to postpone the payment of commissions if suspicious trading activity is detected, pending a thorough investigation. Should such activity be confirmed as fraudulent, Exeprime may, at its discretion, terminate this Agreement and make the necessary adjustments to the commissions, including withholding or modifying the payments in accordance with the findings.
- 5.7 In the event that a trade executed through the affiliate's referral results in a duration of less than three (3) minutes or demonstrates a price movement of less than three (3) pips, the affiliate shall be entitled to receive fifty percent (50%) of the commission initially agreed upon for that particular trade. This adjustment applies regardless of the trade's outcome, subject to the terms outlined in this Agreement with Exeprime.
- 5.8 Partner commissions related to competitions or promotions shall be governed by the specific terms and conditions outlined for each respective event or offer. These terms and conditions will supersede the general commission structure and are subject to the rules established by Exeprime for such competitions or promotional activities.
- 5.9 The restoration of a Client's archived trading account does not automatically result in its reassignment to the Partner. To request reassignment, the Partner must submit a formal request to partners@exeprime.com.

6. Payments

- 6.1 Partners will receive payments based on the Commission Structure outlined in the Appendix, which is an integral part of this Agreement.
- 6.2 The payout of Partner commissions will only be processed once the accumulated commission amount exceeds \$100 (One Hundred US

Dollars) on the scheduled payout day.

- 6.3 Payments will be made in United States Dollars, subject to mutual agreement between the Parties regarding the currency choice for the transaction.
- 6.4 Partner commission payouts are processed on the 1st, 10th, and 20th of each month. In the event that any of these dates fall on a weekend or public holiday, payouts will be deferred to the next business day. All payouts are subject to meeting the minimum commission threshold and must comply with the Company's established payout procedures.
- 6.5 The Company is authorized to process payments to the Partner's selected payment method, based on the balance in the Partner's account for the relevant period.
- 6.6 Payment methods include withdrawal options provided on the Company's official website or through the Partner's designated trading account, as available.
- 6.7 Any chargebacks initiated by a Client referred by the Partner may lead to the cancellation of commissions previously awarded, with retrospective adjustments made where necessary, in accordance with the Company's policies.
- 6.8 In the event that Exeprime suspects, at its sole discretion, that a Client is engaging in unethical activities aimed at generating commissions or using trading strategies designed solely to artificially inflate commissions, Exeprime reserves the right to immediately suspend the Client's account without prior notice. Additionally, Exeprime retains the right to withhold or seize any commissions earned from such transactions, without incurring any liability to the Client. The Client acknowledges and agrees that Exeprime shall not be held responsible for any losses or damages arising from the suspension of the account or the withholding of commissions in such circumstances.
- 6.9 Exeprime reserves the right to deduct any overpaid or erroneously credited commissions from future payments or directly from the Client's

account, effective immediately and without prior notice, at the Company's sole discretion.

7. Term

This Agreement shall become effective as of the Effective Date and will remain in full force and effect until terminated in accordance with the provisions outlined in Clause 10.1 below.

8. Amendments & Termination

- 8.1 The Company retains the right to terminate this Agreement, or any rights granted to the Partner under this Agreement, immediately and at its sole discretion, in the event of malpractice, breach, failure to comply with obligations, or any other substantial event, including but not limited to liquidation, insolvency, or other significant occurrences involving the Partner.
- 8.2 This Agreement may be modified from time to time, with any amendments, modifications, or supplements being deemed valid only when made in writing by the Company and communicated to the Partner. Any changes to the Agreement will not affect transactions that were completed prior to the effective date of such modifications unless expressly agreed otherwise. In the event that the Partner disagrees with any of the changes, the Partner may terminate this Agreement in accordance with Section 10.3.
- 8.3 Either Party may terminate this Agreement by providing the other Party with a written notice of termination at least five (5) business days in advance. Such notice must clearly state the intention to terminate the Agreement, and the termination will become effective after the specified notice period has elapsed.

- 8.4 Upon termination of this Agreement, the Partner is required to promptly return all materials, documents, and intellectual property belonging to the Company that were used for promotional purposes. If the Partner has utilized the Company's materials on a website or other digital platform, they must immediately remove or disable access to such materials upon termination. The Partner acknowledges their responsibility to comply with this requirement without delay.
- 8.5 The Company reserves the right to terminate this Agreement if the Partner fails to refer at least three (3) Clients within ninety (90) days from the Effective Date. This condition is set to ensure active and consistent engagement from the Partner, and any failure to meet this minimum referral requirement may result in the termination of the Agreement at the Company's sole discretion.
- 8.6 Upon termination of this Agreement, the Company shall remit any outstanding fees owed to the Partner, provided that such fees were accrued through the proper fulfillment of the terms outlined in this Agreement. The fees will be paid in accordance with the agreed-upon commission structure, subject to any applicable deductions or adjustments based on compliance with the terms and conditions.
- 8.7 Additionally, the Company reserves the right to terminate this Agreement immediately in the event that:
 - a. The Partner is considered unsuitable for introducing Prospective Clients to the Company due to the absence of required authorization, licensure, or consent as stipulated by applicable regulatory bodies.
 - b. If it becomes unlawful for either Party to fulfill their obligations under this Agreement, or if compliance with such obligations is prohibited by applicable law or regulation, and;
 - c. In the event of changes in relevant laws, regulations, or governmental directives that affect the performance or enforcement of this

Agreement.

- 8.8 Authority, Authorization, and Legality: Each Party affirms that it possesses the necessary legal power, authority, and capacity to enter into and fulfill its obligations under this Agreement. The execution, delivery, and performance of this Agreement have been duly authorized and approved in accordance with applicable laws and regulations.
- 8.9 Records and Reporting: The Partner is responsible for associating their unique Partner ID with the respective traders using the tags provided by Exepime. The Company is obligated to monitor and track all activities linked to the Partner's ID for the duration required to fulfill its obligations under this Agreement. Additionally, the Company shall provide the Partner with online access to reports, detailing all relevant activities, for the entire term of the Agreement.
- 8.10 Each Party shall bear sole responsibility for the payment of any taxes, duties, or other charges imposed by applicable law in connection with its activities under this Agreement. This includes, but is not limited to, any income tax, value-added tax (VAT), sales tax, or other governmental levies, and neither Party shall hold the other Party accountable for such obligations.

Litigation: Each party confirms the absence of any pending or threatened claims, actions, suits, or proceedings that might materially affect the other Party

9. Written Notice

- 9.1 All contact information provided by the Partner or the Company will be utilized as necessary for the purposes outlined in this Agreement. This includes, but is not limited to, communication regarding account management, compliance updates, marketing efforts, and other relevant

notices related to the Partner's activities with Exeprime.

9.2 Any written notice required or permitted under this Agreement may be delivered via email to the designated contact address of the recipient, or alternatively, by being published on the Company's official websites. Such notices shall be deemed effective upon transmission via email or upon posting on the website, unless otherwise specified within this Agreement.

9.3 Any written notice shall be considered served under the following circumstances:

- a. If sent via email, the notice shall be considered served within one (1) hour of being sent, unless the sender receives a "delivery failure" or "undelivered" notification from the email server indicating that the message was not successfully delivered to the recipient's email address.
- b. If published on the Company's official News Webpage, the notice shall be considered served within one (1) hour of its publication on the webpage, provided that it is accessible to the intended recipient at the time of posting.

10. Recording of Telephone Calls & Personal Data

10.1 Telephone conversations may be subject to recording, and such recordings shall be considered definitive evidence of the instructions given or the conversations held. The Company reserves the right to provide these recordings or transcripts to relevant regulatory or legal authorities upon request.

10.2 By entering into this Agreement, the Partner explicitly consents to the transfer of their personal data outside the European Economic Area (EEA), acknowledging that such data may be processed in jurisdictions with different data protection regulations.

- 10.3 The Company may collect, store, and process personal information provided by the Partner as part of its operations, in accordance with applicable data protection laws and regulations, to facilitate the execution of this Agreement and the provision of services.
- 10.4 The Company may utilize personal data for marketing or market research purposes, in accordance with applicable data protection laws. The Partner retains the right to opt-out of such usage by providing Written Notice to the Company, and the Company will take the necessary steps to respect this preference.
- 10.5 The Partner has the right to opt-out of the processing of their personal data by submitting Written Notice to the Company. Upon receipt of such notice, the Company will cease further processing of the Partner's personal data for the specified purposes, in compliance with applicable data protection regulations.

11. Confidentiality

- 11.1 Unless explicitly stated otherwise in this Agreement or granted written approval by the Company, the Partner agrees to maintain the highest level of confidentiality concerning any Proprietary Information. The Partner shall not disclose, reproduce, or use such information for any purpose other than to benefit the Company. This confidentiality obligation remains in effect both during the term of this Agreement and following its termination. The Company acknowledges that any Proprietary Information shared with the Partner is disclosed in confidence and solely to assist the Partner in fulfilling its obligations under this Agreement. The Partner recognizes that this information holds intrinsic economic value due to its confidentiality and commits to not disclosing, using, or permitting access to such information for any purposes other than those specifically outlined in this Agreement. Under

no circumstances will the Partner provide, share, or allow any third party access to such Proprietary Information, or any related documentation, without the prior written consent of an authorized representative of the Company. This includes ensuring that no Proprietary Information is delivered, reproduced, or used by any unauthorized person or entity.

11.2 The information pertaining to Prospective Clients or Existing Clients held by either Party is considered confidential and shall be used solely for the purposes outlined in this Agreement. Such confidential information will be managed with the utmost care and discretion, except in cases where it is already publicly available. Disclosure of confidential information to any third party, other than an associated entity of the Company, shall only be permitted under the following circumstances:

- a. For the purpose of investigating, preventing, or addressing potential fraudulent activities, illegal conduct, or any breaches of applicable laws or regulations, in accordance with relevant legal or regulatory obligations;
- b. When mandated by applicable law, or upon a formal request from any regulatory body, authority, or exchange with the jurisdictional authority over Exeprime or the Partner (or any of their associated entities), requiring the disclosure of such information.
- c. When requested by the customer or with the explicit written consent of the customer, authorizing the disclosure of their information.
- d. When the disclosure is considered necessary or appropriate in the interest of the public, in accordance with applicable laws and regulations.

12. Proprietary Property

12.1 All Proprietary Property shall remain the exclusive property of Exeprime,

and the Partner agrees to return such property promptly upon termination of this Agreement or upon request by Exeprime.

- 12.2 Exeprime grants the Partner a non-exclusive, revocable license to utilize its Proprietary Property solely for the duration of this Agreement, strictly for the purposes outlined herein.
- 12.3 Upon termination of this Agreement, the Partner is required to promptly return all Proprietary Property to Exeprime, including any copies or materials derived from such property, and ensure that no such materials are retained.
- 12.4 Partner agrees to indemnify, defend, and hold Exeprime harmless against any claims, damages, losses, or expenses arising from the infringement or alleged infringement of Exeprime's Proprietary Property, including any legal costs or fees incurred in defending such claims.

13. Force Majeure

- 13.1 If Exeprime, in its reasonable discretion, determines that a Force Majeure Event has occurred (without prejudice to any other rights or remedies available under this Agreement), it may take any necessary actions deemed reasonably appropriate under the circumstances, including but not limited to suspending or delaying performance, without the need for prior written notice.
- 13.2 Neither Party shall be held liable for any failure or delay in the performance of its obligations under this Agreement caused by circumstances beyond its reasonable control, which constitute Force Majeure events. Such events may include, but are not limited to, strikes, civil unrest, natural disasters, accidents, changes in governmental regulations, or other unforeseen events. Each Party agrees to promptly notify the other Party in writing upon becoming aware of the occurrence of a Force Majeure event, providing a detailed description of the circumstances, and any actions being taken to mitigate its impact.

13.3 Neither Party shall be held liable to the other for the termination or suspension of this Agreement arising from a Force Majeure event. In the event of such an occurrence, the affected Party will be excused from its obligations under the Agreement, and no penalties or liabilities will be imposed due to the inability to perform, provided that the affected Party promptly notifies the other Party of the event and its impact.

14. Limitation of Liability

Under no circumstances shall Exeprime, its affiliates, or its agents be held liable to the Partner, their traders, or any third party engaged directly or indirectly with the Company's trading services, for any incidental, consequential, indirect, special, or punitive damages arising from or related to this Agreement or the Company's trading services. This applies whether the damages are based on contract, tort, negligence, or any other legal theory. The Company's liability under this Agreement, for any reason, shall be limited to the total amount paid to the Partner by Exeprime during the immediately preceding month. This limitation applies to all causes of action, including but not limited to breach of contract, negligence, misrepresentation, or any other claims.

15. Indemnity

The Partner agrees to indemnify, defend, and hold Exeprime, its affiliates, officers, employees, agents, and representatives harmless from and against any and all actions, suits, claims, demands, liabilities, damages, costs, and expenses, including legal fees, arising directly or indirectly from the Partner's actions, omissions, misrepresentations, negligence, or any breach of the terms of this Agreement. This indemnification obligation applies regardless of whether such claims arise from the Partner's conduct or any other related issues.

16. Governing language

This Agreement, along with any supplementary agreements (both present and future), is executed in the English language. Any translations into other languages are provided solely for the convenience of the parties involved. In the event of any inconsistency, conflict, or discrepancy between the original English version of this Agreement and any translated versions, the original English text shall take precedence and govern.

17. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Saint Lucia, without regard to its conflict of laws principles. Any dispute, controversy, or claim arising out of or relating to this Agreement, including but not limited to any breach, termination, or validity thereof, shall be resolved exclusively by the courts located in Saint Lucia (hereinafter referred to as the "Jurisdiction Courts"). Both Parties agree to submit to the exclusive jurisdiction of these courts and hereby irrevocably waive any objection to the jurisdiction, venue, or convenience of such courts in the event of a dispute. This provision shall remain in full force and effect even after the termination or expiration of this Agreement.

18. Dispute Resolution

- 18.1 All claims, disputes, or inquiries related to this Agreement must be submitted in writing via email to the designated address at partners@exeprime.com. The Company will acknowledge receipt and address the matter in accordance with the procedures outlined in this Agreement.
- 18.2 Claims related to lost profits, whether direct or indirect, shall not be deemed valid or entertained under any circumstances by Exeprime. The Company shall not be held liable for any potential financial loss of this nature in relation to the execution of this Agreement or the services provided therein.
- 18.3 In the event of any dispute arising between the Parties, the Parties shall make every reasonable effort to resolve the matter amicably through direct negotiations. Both Parties agree to engage in good faith discussions to reach a mutually satisfactory resolution before pursuing any formal legal proceedings.
- 18.4 Prior to initiating any legal action, both Parties agree to make reasonable efforts to resolve the dispute amicably. The Party asserting the claim must submit a written notice of the claim to the other Party within five (5) business days of becoming aware of any violation of their rights, allowing the Parties sufficient time to attempt a resolution through alternative means before pursuing formal litigation.

- 18.5 Exeprime shall review and assess the Partner's claim within ten (10) business days from the date of receipt. During this period, Exeprime will carefully evaluate the details of the claim and communicate any necessary actions, decisions, or requests for further information to the Partner, in accordance with the terms and conditions outlined in this Agreement.
- 18.6 Exeprime reserves the right, at its sole discretion, to modify, amend, or update the terms and conditions of this Agreement at any time, without prior notice to the Partner. Any such modifications or amendments shall be effective immediately upon their publication on Exeprime's official website or through other communication channels as deemed appropriate by Exeprime. The Partner acknowledges and agrees to be bound by any revised terms from the moment they are posted, and it is the Partner's responsibility to regularly review the terms to ensure awareness of any changes.

19. Assignment

The Partner shall not assign, transfer, or otherwise delegate any of its rights, responsibilities, or obligations under this Agreement to any third party without the prior written consent of Exeprime. Any unauthorized assignment or delegation made by the Partner shall be considered null and void. The Partner acknowledges that Exeprime retains full discretion in granting or withholding such consent.

20. Definition of terms

20.1 In this Agreement:

"Account" shall mean any trading account opened with the Company.

"Ask" shall mean the higher price in the Quote being the price at which the Client may buy.

"Balance" shall mean the sum of the Client Account after the last completed order and deposit/withdrawal operation made within any period.

"Base Currency" shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

"Bid" shall mean the lower price in the Quote being the price at which the Client may sell.

"Completed Transaction" shall mean two counter deals of the same size (opening a position and closing a position); buy then sell and vice versa.

"Currency Pair" shall refer to the subject of a Transaction based on the fluctuation in value between two currencies.

"Effective Date" shall be the date on which the Partner agrees to the Terms and Conditions of this Agreement.

"Existing Client" shall mean either: 1. a Client introduced by the Partner who subsequently opened a trading account with the Company, or 2. a Client who possessed a trading account with the Company when the Partner initially solicited them.

"Force Majeure Event" shall carry the meaning as specified in clause 15.

"Initial Margin" shall mean the margin required by the Company to initiate a position, with details outlined in the Contract Specifications for each Instrument.

"Intellectual Property Rights" shall encompass various rights including patents, copyrights, trademarks, and other forms of intellectual property, whether registered or not.

"Instrument" shall refer to any trading instrument offered by the Company.

"Introducing Partner" or **"Partner"** or **"Affiliate"** denotes any legal entity or individual receiving remuneration from the Company for facilitating agreements between Prospective Clients and the Company, as per the terms of this Agreement.

"Introducing Partner Compliance Manual for Introducing Partners and Money Managers" shall refer to the Company's guidelines and rules to be adhered to by all introducing partners and/or money managers when fulfilling their obligations under this Agreement.

"Long Position" shall refer to a buy position that gains value with market price increases, particularly in Currency Pairs where the Base Currency is bought against the Quote Currency.

"Margin Trading" shall refer to trading where the Client can execute Transactions with significantly less funds in their trading account compared to the transaction size.

"Necessary Margin" shall mean the margin required by the Company to maintain

Open Positions, with specifics provided in the Products Specifications for each Instrument.

"Open Position" shall refer to a position (either Long or Short) that has not been closed.

"Operative Agreements" shall mean the agreements governing all of the Client's trading activity, including the Account Opening Agreement, the Terms and Conditions, and any related addendums or risk disclosure notices.

"Order" shall mean an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.

"Order Level" shall mean the price specified in the Order.

"Quote" shall refer to the current price information for a specific four-decimal-digit Instrument, presented as Bid and Ask prices.

"Quote Currency" shall mean the second currency in the Currency Pair, which the Client can buy or sell for the Base Currency.

"Pip" shall mean the numerical value of the last digit of a Quote.

"Principal" shall refer to an individual who:

1. holds positions such as director, President, CEO, COO or CFO in a corporation, LLC, or LLP;
2. acts as a manager/managing member, or a member with management authority in an LLC or LLP;
3. serves as a general partner in a partnership;
4. operates a sole proprietorship alone.

"Promotional Material" includes any communication related to the Company or its services aimed at soliciting Prospective Clients or transactions in Existing Clients' trading accounts. This encompasses written content like published texts, training materials, advertisements, market analysis, and research reports, as well as correspondence, newsletters, and any written material aiding in solicitation.

"Proprietary Information" covers confidential data, trade secrets, methods, knowledge, and other confidential details related to software, trading platforms, processes, marketing, clients, consultants, or suppliers of either Party. It also includes forecasts, marketing plans, strategies, computer programs, and other business-related information.

"Proprietary Property" refers to any property including Intellectual Property Rights, records, forms, literature, software, and reproduced copies obtained by the Partner during the Agreement.

"Prospective Client" shall denote an individual or entity introduced by the Partner to the Company for potential agreement.

"Short Position" signifies a sell position profiting from market price drops, especially in Currency Pairs where the Base Currency is sold against the Quote Currency.

"Spread" indicates the Bid and Ask difference.

"Transaction" encompasses any contract or transaction executed by or on behalf of the Client under the Operative Agreements.

"Website" denotes the Company's website at <https://exeprime.com/> or other affiliated websites.

"Written Notice" carries the meaning specified in clause 11.

APPENDIX – Partners commission structure

- 1. VIP Account Commission:** VIP accounts are initially configured to generate a commission of 0.5 pips by default. This commission rate is subject to adjustments based on the specific terms and conditions set by Exeprime, as outlined in the agreement between the Company and the Partner.
- 2. Hedge Trade Exclusion:** Trades that are closed through hedging will not be factored into the Partner's commission structure, as the trade volume for such transactions is effectively reduced to zero (0). This policy applies to all hedged positions and ensures that commissions are only earned on active, non-hedged trades, in accordance with the terms established by Exeprime.
- 3. Bonus Margin Exclusion:** Commissions will not be paid to partners for transactions where the margin utilized is sourced from bonus funds. This policy is in place to ensure that commissions are only earned on trades that involve actual client capital, as per the guidelines established by Exeprime.
- 4. Commission Adjustment:** Exeprime reserves the right to modify the total commission amount to ensure compliance with the seventy percent (70%) rule. Under this rule, the total commission earned from a trading account cannot exceed seventy percent (70%) of the total trading volume for that particular account. This adjustment may be made at the discretion of Exeprime to maintain alignment with its internal commission policies and guidelines.
- 5. Enhanced Commission Scheme:** The Enhanced Partner Commission structure primarily applies to Forex instruments, unless specifically stated otherwise. This scheme is designed to provide increased commission rates for Forex trades and is subject to the terms outlined by Exeprime. Any exceptions or modifications to this structure will be

explicitly communicated and documented.

- 6. Ethical Trading:** Exeprime retains the right to conduct thorough investigations on a case-by-case basis to determine whether a Partner is engaging in any trading activities on their Clients' accounts solely for the purpose of generating commissions for themselves. These investigations will be carried out with due diligence, and the Company reserves the authority to take appropriate action based on the findings, including but not limited to adjusting commissions or terminating the partnership if deemed necessary.
- 7. Partnership Integrity:** To maintain the integrity and transparency of our partnership, it is crucial that Partners refrain from engaging in trading activities involving their own funds with the sole intent of generating commissions. Consequently, Partners holding private accounts, as well as company members with corporate accounts at Exeprime, are prohibited from being assigned under the same corporate accounts, and vice versa. This policy is implemented to avoid conflicts of interest and ensure compliance with the ethical standards set forth by Exeprime.
- 8. Compliance Enforcement:** Exeprime reserves the right to withhold or revoke any previously earned commissions in the event of a violation of the terms outlined in this Agreement. Such actions may be taken at Exeprime's sole discretion and without prior notice if it is determined that the Partner has breached any of the conditions set forth herein. This includes, but is not limited to, activities that compromise the integrity of the relationship between Exeprime and the Partner, or violate any regulatory or ethical standards.
- 9. Commission Structure:** The commission rates applicable to each "Standard Lot" round-turn transaction executed by a Client, introduced or referred by the Partner to Exeprime, are outlined as follows:

| Financial Instruments | Partner's Standard Commission |
|-----------------------|-------------------------------|
| FX Currency Pairs | 70% of pip value |
| Gold & Silver | 7 USD per standard lot |
| Indices | 1 USD per standard lot |
| Cryptocurrency Pairs | 1 USD per standard lot |
| Stocks | 1 USD per standard lot |