

TRIUMPHFX AFFILIATE'S AGREEMENT

1. Introduction

1.1 The present Affiliates Agreement (hereinafter referred to as the "Agreement") is entered by and between Triumph Int. (Cyprus) Limited (hereinafter referred to as "the Company"), and the Affiliate who has completed and signed the Affiliates Application Form below. The Company and the Affiliate shall be sometimes collectively referred to herein as the "Parties" or individually as the "Party".

1.2 The Company operates as a broker and is duly registered under the Laws of the Republic of Cyprus with Registration Number HE 335393. The Company is authorized and regulated by the Cyprus Securities and Exchange Commission under License No. 293/16 and operates under the Markets in Financial Instruments Directive (EU Directive 2014/65/EU).

2. Purpose of the Agreement

2.1 This Agreement, sets forth the terms and conditions of the relationship between the Company and the Affiliate.

2.2 The Agreement, along with APPENDIX A (Fee Schedule) which constitute an inseparable part of the Agreement, constitutes the entire agreement and understanding of the parties and replaces any prior agreement (whether oral or written) between the parties relating to the subject matter of this Agreement. The parties acknowledge and agree that in entering into this agreement, they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this Agreement.

3. Definitions

3.1 In this Agreement, unless the context otherwise requires or implies, the following expressions have the meanings set opposite each of them:

"Account": An account that is established for a Client introduced to the Company by the Affiliate.

"Affiliate": A natural or legal person who has signed up and/or accepted to bring internet traffic and/or Users and/or leads and/or Referred clients to the Company and/or to the Company's Website(s), and who was approved by the Company subject to the Company's requirements.

"Affiliates Application Form": The form of that name provided by the Company to the Affiliate.

"Applicable Law": All laws, regulations, procedures, standards, codes of practice and other rules that apply in relation to the Company and the Company's products, including the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law 87/(1)/2017, the General Data Protection Regulation (GDPR (EU) 2016/679), CySEC rules and applicable laws of any other relevant jurisdiction, and including all relevant rules of Government Authorities, exchanges, trade and clearing associations and self-regulatory organizations.

"Client": A client of the Company introduced by the Affiliate.

"Company": Triumph Int. (Cyprus) Limited.

"CySEC": Cyprus Securities and Exchange Commission.

"CySEC Rules": Any relevant rule of CySEC that applies to the Company and the Company's products.

“Qualified Lead”: A prospective Client lead to the Company by the Affiliate who meets the criteria of the Terms & Conditions of this Agreement and/or the Terms and Conditions of the Company.

“Non-Qualified Lead” means traffic from the Affiliate Websites and/or Leads/Customers and/or any deposit and/or Net Revenues generated by any Customer which Company has reason to believe in its sole and absolute discretion to: (i) have been obtained by illegitimate means (including without limitation to those relating to e-mail marketing and “spamming”); and/or (ii) be false and/or non-compliant with Company’s Affiliate Program; and/or (iii) have been obtained by misleading conducts and/or through collusion and/or manipulation of TriumphFx services, system, bonuses and/or promotions (including without limitation, via offers to share the Fees directly or indirectly with Leads, and any other unauthorized use of any third party accounts, copyrights or trademarks, in each case, regardless of whether or not it actually causes harm to TriumphFx.

“CPA”/“Cost Per Acquisition”; “CPA”/ Cost Per Acquisition”; “CPA” means a one-time fixed amount payable with respect to any FTD and “CPA” shall mean a onetime amount equal to the amount deposited in such FTD into the Trading Platform

4. Duration

4.1 This agreement shall commence when signed by both parties and shall continue in force subject to termination by: either party in accordance with clause 21.

5. Amendments

5.1 The Company reserves the right to amend the terms of the Agreement at any time without prior consent by the Affiliate. Any amendments will be communicated to the Affiliate in a written form via e-mail. If the Affiliate does not object to such amendments within 5 (five) business days upon receipt of the aforementioned e-mail, the Company will reasonably assume that the Affiliate has accepted and agreed to the amendments.

6. Services of the Company

6.1 At its sole discretion, the Company shall open accounts to the clients introduced by the Affiliate, provided that such clients meet the qualifications and suitability standard criteria set out in the Company’s Terms of Business.

6.2 The Company will provide services to clients introduced by the Affiliate in accordance with the Company’s Terms of Business.

7. Affiliate Duties and Obligations

7.1 The Affiliate shall:

a. Introduce Clients who fully meet the qualifications and suitability standards of the Company on a fully disclosed basis.

b. Recommend the Company’s Trading Services to the Affiliate’s clients and any other persons who make an enquiry to the Affiliate relating to the Trading Services of the Company (all such clients and other persons being “Qualified Leads”);

c. In the case of the Affiliate maintaining a website for promoting its business then the following functionalities and information should be included:

i) A link should be available directing prospective Clients to the Website of the Company (triumphfx.com).

ii) The Company’s information and/or logo and/or banners are provided to the Qualified Leads.

d. The Affiliate shall obtain the Company’s approval prior to uploading any information or functionalities (as per clause 7.1(c))relating to the Company and its Trading services.

- e. The Affiliate shall not distribute any documentation or information relating to the Trading Services of the Company to any third party, unless the distribution of such information has been approved in writing by the Company; For the purposes of the present Agreement, a third party shall be considered any person or legal entity which is not a part of the Agreement.
- f. For the purposes of distribution of any information and/or documentation to any third party, upon the written approval received from the Company, the Affiliate has no right to amend the text and/or information and/or documentation and/or functionalities in any way, with minor amendments included, without prior informing the Company on the proposed amendment and obtaining the written consent of the Company to proceed with it.
- g. Fairly and accurately describe the Company and its profile according to information provided by the Company only.
- h. Maintain ethical practices, high standard of business and conducts its business at all times in such a manner so as to reflect favorably on the Company.
- i. At all times comply with all applicable laws and regulatory rules applicable to the Company.
- j. Comply with any business related instruction, terms or directions given by the Company in relation to the Affiliate's services.
- k. Authorize the Company to inspect or conduct any due diligence it may require from time to time, without any limitation on means of investigation.
- l. Not make any misleading, untrue or inaccurate statement, representations or warranties to any Client and/or third party nor omit to state any fact or give any information to a Client and/or third party the omission of which would make the given information being unfair, unclear and misleading.
- n. Not use any of the trademarks, trade names, logos, get up or other insignia of the Company in any matter whatsoever without the prior express written consent of the Company and then on such terms as the Company may specify.
- o. Not accept funds from the Clients and instruct the Clients to send the funds directly to the Company.
- p. Not act in any way that would or might damage the standing or reputation of the Company.
- q. Provide reasonable information and assistance to the Company in connection with any Qualified Leads
- r. Not sign up immediate family members and/or breach any of the provisions under the Company's Conflict of Interest Policy as amended from time to time.

7.2 The Company and the Affiliate acknowledge and agree that both may engage in other business activities throughout the duration of this agreement, but the Affiliate must not do so in a manner which conflicts with the interests of the Company or its ability to perform its business to the satisfaction of the Company. If there is any risk of a conflict of interest occurring, the Affiliate must immediately notify the Company.

7.3 The Company may from time to time by written notice to the Affiliate notify the Affiliate that the Affiliate shall not refer Qualified Leads from any particular geographic region or sector. The Affiliate shall abide by any such notice and this agreement shall not apply to any Qualified Lead (or person who might otherwise be a Referred Client) from such a geographic region or sector.

8. Regulatory Matters and Restrictions

8.1 The Affiliate represents and warrants to the Company that it is and shall continue to be (throughout the duration of this agreement) duly authorized to perform its obligations under this agreement in compliance with all applicable laws and regulatory rules as may be modified from time to time. Particularly, (but without limitation) the Affiliate represents and warrants the Company that it will only solicit Qualified Leads (and any other persons who may require the Trading Services) in compliance with all laws

and regulatory rules of any jurisdiction in which carries on business and with the benefit of all appropriate registrations, licenses and/or other authorizations.

8.2 The Affiliate, its employees and/or representatives shall perform its obligations under this agreement in compliance with all the applicable laws which may be modified from time to time, and agrees to conduct the Affiliate's business in accordance with the policies and procedures contained therein.

8.3 The Affiliate will diligently supervise the activities of its officers, employees and sales team, including its agents, to comply with the Company's terms as well as the applicable laws.

8.4 The Company shall provide Affiliate with current versions of the Account Application, Clients Acceptance Policy, Terms & Conditions and relevant disclosure documentation from time to time, together with any instructions regarding display or distribution of the documents.

- The Affiliate shall make available upon request of the Company, promptly and without any undue delay all information necessary to enable the Company to supervise that the performance of the Services undertaken by the Affiliate are in compliance with the guidelines, policies and procedures of the Company.

- The Affiliate acknowledges that the Company shall be monitoring on a frequent basis the communications conducted between the employees of the Affiliate and the Clients and/or potential Clients of the Company and agrees to provide to the Company any assistance needed to the Company to perform its monitoring duty.

8.5 The Affiliate acknowledges that is aware of the contents and understand the Company's Compliance and Anti Money Laundering Policies, which may be modified from time to time and shall perform its obligations in accordance with those Policies.

8.6 The Affiliate agrees that it will not in any way represent to any Qualified Leads or Referred Client that the Affiliate or the Company will guarantee such client against loss, limit their losses or otherwise reduce the margin required in relation to a transaction.

8.7 The Affiliate must immediately notify the Company in writing of any material claim against the Affiliate, whether such claim was raised by a Client or any local regulatory authority.

8.8 The Affiliate may not give advice and/or trading recommendation to the Clients. For avoidance of any doubt, the Company will not be liable to the Clients for any advice, decision and/or recommendation given or made by the to any Client and the Affiliate will indemnify the Company from any loss and/or liability arising from any such advice, recommendation, default or neglect by the Affiliate in relation to any customer services.

9. Marketing & Promotional Material

9.1 The Affiliate undertakes to ensure that all of its marketing and promotional materials are fair, clear, and not misleading and comply with the applicable Laws and regulations and the Company's internal Guidelines provided to the Affiliate.

9.2 The Affiliate, under no circumstances, will use the Company's name, logo and/or website, whether for information or for educational purposes, except with the prior authorization of the Company.

9.3 The will not advertise and/or circulate to Clients or any third parties any written information concerning the Company without the prior written approval of the Company. The Company reserves the right at any time to withdraw its approval of promotional material by the . Upon the Company's withdrawal of such approval, the Affiliate undertakes to immediately stop distributing such promotional material.

10. Remuneration

10.1 The Company offers to the Affiliate a remuneration package which consists of quantitative and qualitative criteria. Taking into consideration a range of factors that reflect the Affiliate's professional conduct with both the Qualified Leads and Referred Clients, the Company will during this agreement

pay the amount set out in APPENDIX A (Fee Schedule). The Affiliate fee will be payable within fifteen (15) days after the end of each calendar month upon the issuance of a valid invoice by the Affiliate to the Company. The Company will not pay an Affiliate an amount which is less than US\$150, such balance shall be transferred over and added to the Affiliate Fee of the next month. The Company shall be entitled to reduce from time to time the amount of remuneration to reflect any increased cost to the Company in providing the Trading Services which cost is imposed by any law or regulatory rule.

10.2 The Company may decline to pay compensation to the Affiliate in accordance with the APPENDIX A (Fee Schedule) or close any accounts with immediate effect if:

- a. The Company determines in its sole discretion that transactions are being opened and closed just for the benefit of earning compensation for the Affiliate.
- b. The Company determines in its sole discretion that the transactions opened or closed by the Affiliate are not in the best interest of the client.
- c. The Company reasonably believes that some form of market abuse or breach of any Applicable Law may have taken place or may result from the transactions.
- d. The Company determines in its sole discretion that the transactions opened or closed by the Affiliate are executed outside the Companies' Terms of Business.

10.3 The Company shall pay the compensation to the Affiliate to any bank or trade account that may be agreed with between the Company and the Affiliate.

11. Indemnity and Exclusion of Liability

11.1 The Company shall be entitled to accept or reject and deal with Qualified Leads and Referred Clients in its absolute discretion; The Company has no obligation to offer any remuneration to the Affiliate for any Qualified Leads, Referred Clients and Additional Clients that the Company has rejected.

11.2 For the purposes of clause 11.1, an Additional Client is an additional Affiliate introduced to the Company by the Affiliate.

11.3 The Company does not accept responsibility for any act or omission of the Affiliate in the carrying out of the Affiliate's business or otherwise.

11.4 The Affiliate shall indemnify the Company on demand against all costs claims losses damages liabilities and expenses whatsoever and howsoever arising which the Company may suffer or incur arising out of (a) any fraud, misrepresentation and/or breach of this agreement by the Affiliate,(b) any advice or any misleading information considering the products and services of the Company given to any third person by the Affiliate and (c) any claim action or proceeding to which the Company may be a party (including any between a third party and the Affiliate) relating to any act or omission of the Affiliate.

11.5 Neither party shall be: required to do any act or thing which would be in breach of any law or regulatory rule applicable to it; deemed to be in breach of this agreement by reason of doing any act or thing or omitting to do any act or thing in order to comply with any law or regulatory rule applicable to it; liable to the other for any special, indirect or consequential loss or damage (including without limitation any loss of revenue, business, data, profit, anticipated profit or goodwill) however caused, arising out of or in connection with this agreement., unless such loss or damage derived from a wilful breach of the law and/or a clause of the present Agreement.

11.6 Nothing in this agreement shall exclude or limit either party's liability for fraud.

12. Relationship between the Parties

12.1 The Affiliate is strictly not authorized to act as an agent, appointed representative or as any authority of the Company. The Affiliate will not make any recommendation, give advice, accept any commitment and/or guarantee and/or accept any responsibility on any matter whatsoever for or on behalf of the Company.

13. Confidential Information

13.1 In the course of the relationship between the parties, the parties may be privy to confidential information in respect of the business of each party and their associates. Such confidential information shall include any systems, technology, processes, client database, trade secret information and all information, material and documentation (whether written, verbal or in any other form) to which a party is given access, but does not include information which is publicly available or already known to a party.

13.2 Neither party shall, without the prior written consent of the other, disclose, use or process any confidential information and shall use this information only to perform this Agreement, and disclose it only to those of its employees and/or authorized representatives who have a need to know such information to perform this agreement and no other third party.

13.3 Both parties shall take reasonable precautions to prevent unauthorized use, processing, access or disclosure.

13.4 Upon termination of this Agreement, the Affiliate shall deliver to the Company all copies of all records, documentation and material prepared or received in respect of this Agreement so requested, which are in the Affiliate's possession. After termination of this agreement, unless required by the Law, neither party shall use, process or disclose any confidential information for any reason.

13.5 Clause 13.2 shall not prohibit the use or disclosure of information: which is in or comes into the public domain without breach of this agreement by the recipient thereof ("the Recipient"); which is lawfully acquired by the Recipient from any third party who did not directly or indirectly acquire the same from the party to this agreement disclosing the same ("the Disclosing Party") subject to any obligations of confidentiality; which is not of a confidential or trade secret nature; if and to the extent required by any law or regulatory rule, provided that unless not practicable/permissible in the circumstances the Recipient shall give the Disclosing Party notice of any such proposed disclosure before the same is made.

14. Personal data and recording of telephone calls

14.1 The Company may use, store or otherwise process personal information provided by the Affiliate, as part of fulfilling the Company's obligations under this Agreement.

14.2 Such personal data may also be used for marketing purposes, or to conduct market research for the Company that may use the personal data to bring to the attention of the Affiliate products and services that may be of interest to the Affiliate. If the Affiliate does not wish the Affiliate's personal data to be held for such purposes, the Affiliate shall give the Company Written Notice.

14.3 The Affiliate agrees that the Company may transmit personal data outside the European Economic Area.

14.4 Telephone conversations between the Affiliate and the Company may be recorded. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of the Company and will be accepted by the Affiliate as conclusive evidence of the instructions or conversations so recorded. The Affiliate agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

15. Consent to direct contact

15.1 The Affiliate expressly invites the Company, for the purpose of administering the terms of this Agreement or otherwise marketing financial services and products, from time to time, to make direct contact with the Affiliate by telephone, fax or otherwise.

15.2 The Affiliate consents to such communications and acknowledges that such communication would not be considered by the Affiliate as being a breach of any of the Affiliate's rights under any relevant data protection and/or privacy regulations.

16. Proprietary Rights

16.1 The Affiliate acknowledges that the material, equipment and/or trading software provided by the Company to the Affiliate and the Customers introduced by the Affiliate aims to facilitate and enhance the efficiency of transacting business with the Company and under no circumstances does it create any third party rights. All logos, material, information and/or any other facilities provided to the Affiliate by the Company are a property of the Company.

16.2 Upon termination of this Agreement by either party, the Affiliate will return to the Company all proprietary information the Affiliate might have in his/her/its possession.

17. Indemnifications

17.1 The Affiliate agrees to indemnify and hold the Company harmless from all losses, liabilities, damages, expenses claims, proceedings and attorney's fees resulting from:

- a. Any breach by the Affiliate of its duties under this Agreement.
- b. Any misrepresentation made by the Affiliate herein.
- c. Any Client Claims relating to any agreement between the Affiliate and the introduced Clients.
- d. Any deficits on Client accounts or the failure of any Client to meet its obligations.
- e. Any debts or obligations arising from the Affiliate failing to comply with applicable local laws and regulations.

18. Severability

18.1 If for any reason a court of law finds any provision under this Agreement to be invalid, such provision shall be ineffective to the extent of such invalidity, without affecting the remaining provisions of this Agreement.

19. Headings

19.1 The paragraph headings in this Agreement are inserted for description purposes only and are not intended to limit the meaning of any of the Terms.

20. Entire Agreement

20.1 This Agreement and all attached Appendixes between the Company and the Affiliate constitute the entire agreement between the Company and the . The Company has made no representations or warranties other than those expressly provided within these Terms.

21. Termination:

21.1 Either party (the "Notifying Party") shall be entitled at any time to terminate this Agreement upon giving 10 days written notice to the other party:

21.2 During the days mentioned in clause 21.1, the Clients introduced by the Affiliate shall be serviced by the Company and may be assigned to another Affiliate to provide services for the Clients.

21.3 All remuneration due to the Affiliate up to the date of termination of the Agreement shall be paid to the upon clearance of any Client obligation and settlement of all pending Client transaction. The Company may terminate this Agreement immediately by written notice to the in the event the does not comply with any of the following clauses:

- a. The Affiliate does not comply with the terms set out in this Agreement.
- b. The Affiliate, in the Company's sole and reasonable opinion, does not provide adequate services to Clients or at any point ceases to provide services to Clients as set out in this Agreement.

21.4 Forthwith, in the event that one of the party commits a breach of this agreement and (if capable of remedy) fails to remedy the other party such breach within 10 days of being required by in writing to do so (such notice to give reasonable particulars of the alleged breach); or

21.5 Forthwith, if any authority having jurisdiction over the business being conducted by this agreement or any authority of a territory or nation in which business contemplated by this agreement is being conducted establishes a regulatory scheme which in either Party's sole discretion would make compliance with the terms of this agreement unfeasible;

21.6 Forthwith, if the other party, or any of its officers, directors, members, managers or principals, has been found by a judicial body or regulatory agency to have perpetrated fraud or any other act of theft or dishonesty or have been accused of a crime, if that fraud, theft, act of dishonesty or crime is of such notoriety as would bring disrepute to either party;

21.7 Forthwith, if the other party has acted with disregard for the care and maintenance of client relationships.

21.8 Termination shall not affect accrued rights and remedies nor the continuance in force of any provision hereof which expressly or by implication is intended to survive termination, unless those accrued rights derived from an illegal act and/or from a breach of a clause of the present agreement.

21.9 The Affiliate shall not be entitled to any remuneration in respect of any period after termination.

21.10 The Company shall not be prevented or restricted from dealing with Qualified Leads and Referred Clients and Additional Clients after termination.

22. Communications and Notices

22.1 Notices and any other communication may be transmitted to the Affiliate via email, internal mail on any software or the address on the Affiliate Application Form. All communications sent by any of the above delivery methods shall be deemed transmitted by the Company, whether received by the Affiliate or not.

23. Force Majeure

23.1 The Affiliate agrees that the Company will not be held liable for any costs, damages or losses caused by force majeure events, including, but not limited to, government restrictions, exchange or market rulings, suspension or delay of trading, war, civil disturbances, earthquakes, strikes, equipment failures, communication line failure, system failure, unauthorized access, theft or any problem, technical or other which may prevent the Affiliate or the introduced Client from entering or modifying an order or prevent the Company from acting on an online instruction, or any other events or conditions beyond the Company's control.

24. Miscellaneous

24.1 This agreement shall not constitute a joint venture or partnership between the parties and neither of the parties is the agent of the other.

24.2 No Terms of this Agreement may be waived unless such waiver is in writing and signed by both parties. No oral or implied waiver shall be recognizable.

24.3 Both parties acknowledge and confirm that they have read, understood and agreed to the Terms of this Agreement

24.4 The Affiliate shall not without the prior express written consent of the Company assign, transfer, charge, sub-license or deal in any other manner with this agreement or any of its rights and/or liabilities under it. The Company shall be entitled to assign, transfer, charge, sub-license or deal in any other manner with this agreement or any of its rights and/or liabilities under it.

25. Governing Law

25.1 This Agreement and all transactional relations between the Client and the Company are governed by the Laws of Cyprus and the competent court for the settlement of any dispute which may arise between them shall be the District Court of the district in which the Company's headquarters are located. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement between the parties and shall become effective at such time as each of the parties shall have signed such counterparts and shall have notified the other party thereof.

Execution Page

SIGNED – For and on behalf of Triumph Int. (Cyprus) Limited

Signature:

Full Name:.....

Title:.....

Date:.....

SIGNED – For and on behalf of the Affiliate

Signature:.....

Full Name:.....

Title:.....

Date:.....