

TRIUMPHFX (Cyprus) PARTNERS AGREEMENT

1. Introduction

1.1 The present Partners Agreement (hereinafter referred to as the “Agreement”) is entered by and between Triumph Int. (Cyprus) Limited (hereinafter referred to as “the Company”), and the Referring Party whose name and address appear at the end of this Agreement. The Company and the Referring Party 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).

1.3 The Referring Party is engaged in the business of providing access to the financial markets and/or providing educational seminars and/or teaching individuals to trade.

2. Purpose of the Agreement

2.1 This Agreement, sets forth the terms and conditions of the relationship between the Company and the Referring Party, who will introduce only clients who come from countries where the Company is authorized to provide services on a fully disclosed basis to trade in Forex and CFDs, in accordance with the terms set forth in the Terms of Business of the Company.

Therefore, clients who are going to be introduced by the Party who do not comply with the aforementioned term will not be accepted.

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 Referring Party.

“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 Referring Party.

“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.

“Prospects”: The Referring Party’s clients and any other persons who make an enquiry to the Referring Party relating to the Trading Services of the Company.

“Referred Client”: A Prospect who (during this agreement) as a result of a referral by the Referring Party to the Company, opens an account with the Company for Trading Services, but excluding any person who has at that time or has previously had an account with the Company especially if the prospect in person has an existing relationship with the Company.

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 Referring Party. Any amendments will be communicated to the Referring Party in a written form via e-mail. If the Referring Party 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 Referring Party 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 Referring Party, provided that such clients meet the qualifications and suitability standard criteria set out in the Company’s Terms of Business as well as the said clients meets the terms and conditions of the said agreement.

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

7. Referring Party Duties and Obligations

7.1 The Referring Party shall:

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

b. Introduce Clients who come from countries where the Company is authorized to provide services.

c. Recommend the Company’s Trading Services to the Referring Party’s clients and any other persons who make an enquiry to the Referring Party relating to the Trading Services of the Company (all such clients and other persons being “Prospects”);

d. In the case of the Referring Party 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 Prospects.
- e. The Referring Party 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.
- f. Provide to each Prospect all such documentation and information that the Company may from time to time reasonably require. The Referring Party 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.
- g. For the purposes of distribution of any information and/or documentation to any third party, upon the written approval received from the Company, the Referring Party 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.
- h. Fairly and accurately describe the Company and its profile according to information provided by the Company only.
- i. Maintain ethical practices, high standard of business and conducts its business at all times in such a manner so as to reflect favourably on the Company.
- j. At all times comply with all applicable laws and regulatory rules applicable to the Company.
- k. Comply with any business related instruction, terms or directions given by the Company in relation to the Referring Party's services.
- l. Authorize the Company to inspect or conduct any due diligence it may require from time to time, without any limitation on means of investigation.
- m. 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. Notify the Company orally and in writing upon receipt of any Client complaints or pending or threatened action raised against the Company in connection with any alleged errors and/or corrections and/or any other matters on any Client Account.
- o. 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.
- p. Not accept funds from the Clients and instruct the Clients to send the funds directly to the Company.
- q. Not act in any way that would or might damage the standing or reputation of the Company.
- r. Provide reasonable information and assistance to the Company in connection with any Prospects
- s. 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.
- t. The Prospectus can only advertise and find clients only from the country he is resident.

7.2 The Company and the Referring Party acknowledge and agree that both may engage in other business activities throughout the duration of this agreement, but the Referring Party 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 Referring Party must immediately notify the Company.

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

8. Regulatory Matters and Restrictions

8.1 The Referring Party 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 Referring Party represents and warrants the Company that it will only solicit prospects (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 Referring Party, 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 Referring Party's business in accordance with the policies and procedures contained therein.

8.3 The Referring Party 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 Referring Party 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.

8.5 The Referring Party acknowledges that it is aware of the contents and understands 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 Referring Party agrees that it will not in any way represent to any Prospects or Referred Client that the Referring Party 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 Referring Party must immediately notify the Company in writing of any material claim against the Referring Party, whether such claim was raised by a Client or any local regulatory authority.

8.8 The Referring Party may not conduct discretionary trading on behalf of the Clients without a signed power of attorney from such Clients, which must be pre-approved by the Company.

8.9 The Referring Party may not give advice and/or trading recommendations 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 Referring Party to any Client and the Referring Party will indemnify the Company from any loss and/or liability arising from any such advice, recommendation, default or neglect by the Referring Party in relation to any customer services.

8.10 Restricted Territories: USA, Australia, Afghanistan, Albania, American Samoa, Bosnia and Herzegovina, Bahrain Botswana, Brunei, Burundi, Canada, Chad, Congo, Congo Republic, Cuba, Mainland China, Ethiopia, Guam, Guinea, Guinea-Bissau, Guyana, Iran, Japan, Hong Kong, Singapore, Laos, Libya, Mali, Myanmar, Namibia, Nicaragua, North Korea, Northern Marianas, Kuwait, Palau, Portugal, Puerto Rico, Saudi Arabia, Samoa, Serbia, Somalia, Sudan, Syria, Turkey, Uganda, United Kingdom, US Minor Islands, US Virgin Islands, Jamaica, Zimbabwe, Vanuatu, Bahamas, Trinidad and Tobago, Tunisia, Pakistan, Mauritius, Mongolia, Fiji, Macedonia, Ghana, Cambodia, Barbados, Algeria, Iraq, Lebanon, Maldives, Venezuela, Panama, Yemen, as well as any additional country specifically excluded by TriumphFX (Cyprus) from time to time at its sole discretion.

9. Marketing & Promotional Material

9.1 The Referring Party 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.

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

9.3 The Referring Party 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 Referring Party. Upon the Company's withdrawal of such approval, the Referring Party undertakes to immediately stop distributing such promotional material.

10. Remuneration

10.1 The Company offers to the Referring Party a remuneration package which consists of quantitative and qualitative criteria. Taking into consideration a range of factors that reflect the Referring Party's professional conduct with both the Prospects and Referred Clients, the Company will during this agreement pay the amount set out in APPENDIX A (Fee Schedule) in respect of each CFD trade and/or Forex trade opened or closed by a Referred Client with the Company in the course of the Trading Services during this agreement. 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 Referring Party 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 Referring Party.
- b. The Company determines in its sole discretion that the transactions opened or closed by the Referring Party 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 Referring Party are executed outside the Companies' Terms of Business.

10.3 When requested, at its own discretion, the Company may quote a wider Spread for certain Currency Pairs for clients introduced by the Referring Party and the Company will pay to the Referring Party the total of the wider spread or part thereof.

10.4 When requested, the Company may charge clients, introduced by the Referring Party, additional commissions or mark-ups. The Referring Party agrees that the Company will determine, in its sole discretion, the maximum commission or mark-up charge allowable on each Transaction. The Company reserves the right to alter or amend its Fee schedule of allowable commissions or mark-ups at any time upon Written Notice to the Referring Party.

10.5 The Company will pay compensation to the Referring Party for completed trades in real time, save where the Company has notified the Referring Party otherwise by Written Notice. The Company reserves

the right to alter or amend this clause at any time upon Written Notice to the Referring Party.

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

11. Indemnity and Exclusion of Liability

11.1 The Company shall be entitled to accept or reject and deal with Prospects, Referred Clients and Additional Clients in its absolute discretion; The Company has no obligation to offer any remuneration to the Referring Party for any Prospects, 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 referring party introduced to the Company by the Referring Party.

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

11.4 The Referring Party 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 Referring Party,(b) any advice or any misleading information considering the products and services of the Company given to any third person by the Referring Party and (c) any claim action or proceeding to which the Company may be a party (including any between a third party and the Referring Party) relating to any act or omission of the Referring Party.

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 Referring Party is strictly not authorized to act as an agent, appointed representative or as any authority of the Company. The Referring Party 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 Referring Party 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 Referring Party'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 Referring Party, 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

6

the Company that may use the personal data to bring to the attention of the Referring Party products and services that may be of interest to the Referring Party. If the Referring Party does not wish the Referring Party's personal data to be held for such purposes, the Referring Party shall give the Company Written Notice.

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

14.4 Telephone conversations between the Referring Party 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 Referring Party as conclusive evidence of the instructions or conversations so recorded. The Referring party 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 Referring Party 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 Referring Party by telephone, fax or otherwise.

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

16. Proprietary Rights

16.1 The Referring Party acknowledges that the material, equipment and/or trading software provided by the Company to the Referring Party and the Customers introduced by the Referring Party 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 Referring Party by the Company are a property of the Company.

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

17. Indemnifications

17.1 The Referring Party 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 Referring Party of its duties under this Agreement.
- b. Any misrepresentation made by the Referring Party herein.
- c. Any Client Claims relating to any agreement between the Referring Party 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 Referring Party 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 Referring Party constitute the entire agreement between the Company and the Referring Party. 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 Referring Party shall be serviced by the Company and may be assigned to another Referring Party to provide services for the Clients.

21.3 All remuneration due to the Referring Party up to the date of termination of the Agreement shall be paid to the Referring Party 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 Referring Party in the event the Referring Party does not comply with any of the following clauses:

a. The Referring Party does not comply with the terms set out in this Agreement. b. The Referring Party, 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 Referring Party 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 Prospects and Referred Clients and Additional Clients after termination.

22. Communications and Notices

22.1 Notices and any other communication may be transmitted to the Referring Party via email, internal mail on any software or the address on the Referring Party Application Form. All communications sent by

any of the above delivery methods shall be deemed transmitted by the Company, whether received by the Referring Party or not.

23. Force Majeure

23.1 The Referring Party 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 Referring Party 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 Referring Party 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.

9

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.

SIGNED - For and on behalf of TRIUMPH INT. (CYPRUS) LIMITED

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED - For and on behalf of the Referring Party

Name: _____

Address: _____

Primary Contact: _____

Telephone: _____

Email: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

END OF DOCUMENT