## PARTNERSHIP AGREEMENT

#### 1. GENERAL PROVISIONS

- 1.1 This Agreement is concluded between Lord Prime Ltd, hereinafter referred to as the "Company", and a party, hereinafter referred to as the "Partner", an individual or a company that has a partner account with the Company.
- 1.2 The Company and the Partner assume agreed obligations directly related to attracting clients to perform trading operations using the trading instruments offered by the Company.
- 1.3 The Parties undertake to comply with the provisions of this Agreement, unless otherwise provided by additional agreements.
- 1.4 The place of operation of the Agreement is considered to be the place of registration of the Company.
- 1.5 The official language of all Company documents is English. Translations of documents into other languages are provided for informational purposes only.

#### 2. TYPES OF AFFILIATE PROGRAMS

- 2.1 The Partner has the right to participate in the Multilevel 10 Partner Programs.
- 2.2 The Partner may be provided with another Partner Program upon request by contacting the Partner Department.
- 2.3 A multi-level partner reward system is available for all Affiliate Programs.
- 2.4 In order to register as a Partner, an individual must fill out a registration form on the Company's website or in his Personal Account.
- 2.5 A Partner may request a change to their Partner Plan by sending an email to the Partner Department at: support@lordprime.io

## 3. INTERACTION OF THE PARTIES

- 3.1 The Client is considered to be an attracted Partner provided that he has registered as a client of the Company for the first time and subject to one of the following conditions:
- 3.1.1 The Client must specify the identifier of his Partner's agent when registering a trading account.
- 3.1.2 The Client went to the Company's website through a banner or a specified referral link specified on the Partner's web resource.
- 3.1.3 The Client has accessed the Company's website from the Partner's web resource, which has the status "Confirmed." In this case, the referrer HTTP request header will be analyzed, and the Partner agent ID will be saved in the cookie file of the client's web browser.
- 3.2 Partner IDs are stored in browser cookies for at least 30 days, unless the client clears the cache of a particular browser.
- 3.3 The Company reserves the right to register a client attracted by a Partner, provided that the Partner can provide evidence of the Client's involvement and justify the reason why the client was not registered in accordance with Section 3.1 of this Agreement.
- 3.4 If the Partner recognizes the client as attracted, all trading accounts opened by this client in the future will be automatically included in the Partner's partner group.
- 3.5 If a client belonging to a group of existing Partners opens a new trading account, these trading accounts will be included in the partner group of the original partner.
- 3.6 The Company has the right to organize advertising campaigns for its clients who have not made any transactions for more than one month. The trading account of the client participating in the advertising campaign, as well as all accounts opened by the client

without specifying the agent's ID after the advertising campaign, will not be included in the Partner's partner group.

3.7 The Partner, as well as his relatives and other affiliated persons, cannot be clients of the Partner. In case of any match between the Partner's data and the client's data (such as passport data, address, phone, email, IP address, payment details, etc.), the client's accounts will be excluded from the Partner's partner group along with the cancellation of the accrued partner commission. The commission accrued on such accounts before they were recognized as affiliated cannot be withdrawn from the Partner's trading or affiliate accounts and will be canceled.

## 4. RIGHTS AND OBLIGATIONS OF THE PARTNER

- 4.1 The Partner is fully responsible for the compliance of its activities with the legislation, and is also obliged to:
- 4.1.1 Comply with all articles of this Agreement.
- 4.1.2 Inform new customers about the Company's field of activity and services, about the Company's competitive advantages, as well as provide all necessary information, including addresses and contact details of the Company.
- 4.1.3 Introduce new customers to the Company's website Lordprime.io and describe its structure, refer to documents and information posted on the site, and explain them.
- 4.1.4 Immediately inform the Company of any external interference in their activities.
- 4.1.5 Inform the Company of any known circumstances that may affect or prevent them from fulfilling their obligations under this Agreement or entail any risks for the Company.
- 4.1.6 In their activities, they must comply with the laws of the country of their permanent residence or the country in which their advertising campaigns to attract customers are conducted.
- 4.1.7 In response to the Company's request, provide a detailed report on the fulfillment of its obligations under this Agreement, as well as on the progress and results of the provision of services by the Partner.
- 4.1.8 The Partner is obliged to keep up-to-date information about the Company and its services posted on the Partner's website. If false or irrelevant information has been posted on the Partner's website, the Company has the right to require the Partner to delete or update the information on the website, while the Partner is obliged to comply with this requirement within seven days from the date of receipt of the request from the Company. 4.2 The Partner is not allowed to:
- 4.2.1 Use the design of the Company's website and any of its elements, in addition to the Company logo, including full or partial copying.
- 4.2.2 Enter into monetary relations with the Company's clients (including, but not limited to, cash, bank cards, etc.).
- 4.2.3 Use trademarks, service marks and other intellectual property products, the exclusive rights to which belong to the Company, without the prior written consent of the Company.
- 4.2.4 To advise Clients on transactions within the framework of the Client Agreement.
- 4.2.5 To attract Customers through unacceptable means and methods, such as fraud, deception, providing insufficient information about the risks associated with investments in financial instruments, and other illegal actions.
- 4.2.6 To use any kind of inappropriate advertising to promote their activities, in particular, it is prohibited to use:
- a) active promotion systems.
- b) advertising on immoral (including pornographic) sites.
- c) advertising with deliberate distortion of the description of the services offered, as well as intentional non-disclosure of risks and information about the services offered to Clients.

- d) all other types of inappropriate advertising.
- 4.2.7 Partner is strictly forbidden to use direct links on the Company's website for PayPerClick advertising systems (Google Adwords, AdChoices, Bing Ads, Yandex Direct, etc.).
- 4.2.8 The Partner is strictly prohibited from placing advertisements in PayPerClick advertising systems (Google AdWords, AdChoices, Bing Ads, Yandex Direct, etc.), banner networks, online catalogs, etc. using the keyword in the Company name ("Lord Prime"), as well as using any spelling options, including the use of similar-sounding words in any language.
- 4.2.9 When registering a company or domain, creating its own products or providing its own services, the Partner does not have the right to use any names or names that are similar (in spelling or pronunciation) to the name of the Company, its website or its products and services.
- 4.2.10 As Lord Prime Ltd is not focused on EU/EEA customers/UK, and clients residing in these countries can only be attracted on their own initiative, the Partner is strictly prohibited from using any promotions in the local language of the EU/EEA/UK to attract Customers residing in any EU/EEA countries and the UK.
- 4.2.11 The Partner is strictly prohibited from conducting any promotions in the USA, Canada, Japan, China, Turkey and other countries with limited access, since the company does not serve customers from these jurisdictions.
- 4.2.12 The Partner is strictly prohibited from conducting any advertising campaigns of the company's main brand and related brands mentioned in this document in the media, bypassing the requirements of local legislation. Moreover, the Company has the right to submit additional requirements to the Partner in relation to its promotions in accordance with the Company's internal compliance policy.
- 4.3 The Partner has the right to participate in only one Affiliate Program.
- 4.4 The Partner has the right to independently plan and organize marketing and advertising campaigns after coordination with the Company.
- 4.5 In order to attract customers to the Partner, the Company grants the Partner the right to use banners with the company's logo, referral links, as well as informers available in the Partner's Personal Account.
- 4.6 All Partner's activities must fully comply with all local laws applicable to the Partner's jurisdiction, the jurisdiction of its activities and the jurisdiction of its clients and/or subpartners. The Partner is fully responsible for all legal proceedings related to all activities of the Partner. The Partner is also fully responsible for any damage caused to the Company and/or its customers as a result of violation of any of the local laws, including, but not limited to:
- Violation of any laws applicable to the promotion of the Company's services in any region of the partner's activity
- Any misleading information about potential risks, income, etc. provided to clients
- Unauthorized investment and/or portfolio management consultations provided by a partner or a related party

# 5. RIGHT AND RESPONSIBILITIES OF THE COMPANY

- 5.1 Rights of the Company:
- 5.1.1 The Company has the right to control the activities of the Partner related to the performance of the functions and duties of the Partner under this Agreement.
- 5.1.2 The Company has the right to request a detailed report on the fulfillment by the Partner of its obligations under this Agreement, as well as on the progress and results of the provision of services offered by the Partner.

- 5.1.3 The Company has the right to change the type and size of the Partner Program and commission in case the Partner fails to comply with the terms of this Agreement.
- 5.1.4 The Company reserves the right to terminate this Agreement unilaterally out of court.
- 5.1.5 The Company has the right to amend this Agreement, as well as to change the amount of the partner commission.
- 5.1.6 In case of any actions that contradict the interests of the Company or may have a negative impact on the reputation or activities of the Company, or may cause doubts about the work ethics of the Partner, the Company has the right to terminate this Agreement unilaterally.
- 5.1.7 The Company may require the Partner to identify himself (to complete the verification procedure) by providing documents certifying the identity of the Partner, as well as confirmation of his actual place of residence.
- 5.1.8 The Company has the right to provide partners with special conditions that differ from those described in this Agreement only after receiving the written consent of the Partner sent by e-mail.
- 5.1.9 The Company reserves the right to require the Partner to disclose all websites and/or alternative channels used to attract customers. The Company may require prior approval of these channels in order to comply with the Company's internal policies.
- 5.1.10 The Company, at its sole discretion, reserves the right to require the Partner to immediately correct or delete marketing materials and/or other information posted on the Partner's web resources if such information is incorrect, misleading or damaging to the Company's reputation, business interests or compliance with regulatory requirements.
- 5.1.11 The Partner acknowledges and agrees that the Company has the right to monitor and view all information posted by the Partner on its web resources. The Partner, in turn, undertakes to comply with any requests from the Company to correct or delete inappropriate information and to compensate for losses and protect the Company from any losses, damages or obligations arising in connection with inappropriate information posted by the Partner. The Partner understands that failure to comply with these obligations may lead to termination of the Partnership Agreement.
- 5.1.12 If the Partner does not comply with the Company's internal policy, the Company may, at its sole discretion, limit the payment of the Partner commission, terminate this Agreement and the Partner's Client Agreement with the forced closure of open positions, if applicable. The Partner acknowledges and agrees that the Company is not responsible for any loss or damage resulting from such closure.
- 5.2 Responsibilities of the Company:
- 5.2.1 Within the framework of the Client Agreement, the Company is responsible for opening trading accounts for Clients attracted by the Partner under certain special conditions.
- 5.2.2 The Company assumes responsibility for informing the Partner about all changes in the Partnership Agreement through the Company's website at the following address: www.lordprime.io
- 5.2.3 The Company assumes responsibility to pay the Partner the affiliate commission in accordance with the established procedure.

#### 6. PAYMENT PROCEDURE

- 6.1 The Affiliate Commission is calculated once a day only for complete transactions made by the Partner's attracted clients in accordance with the requirements of this Agreement.
- The Affiliate commission depends on the type and level of the Affiliate Program and is calculated as a percentage of the broker's income per transaction.

- 6.3 The Affiliate Commission is not paid if the Affiliate Program is deactivated. The affiliate commission that was not paid during the period when the affiliate program was inactive will not be paid after its activation.
- 6.4 The Company has the right to make changes to the terms of calculation and payment of the partner commission unilaterally.
- 6.5 In case of an increase in expenses related to hedging transactions of a client or a group of clients attracted by a Partner, the Company has the right to reduce the amount of partner payments to such clients.
- 6.6 When calculating the commission, the Company has the right not to take into account Customer transactions made due to the shortcomings of the trading platform.
- 6.7 In the event of a dispute over an order for which a commission has been paid, the Company reserves the right to cancel the commission received for the transaction.
- 6.8 The Parties independently fulfill their tax and other obligations with respect to third parties.
- 6.9 The commission for the multi-level Affiliate program is calculated as a percentage of the Partner's fixed remuneration rate:

The 1st level is 50% of the Company's revenue

The 2nd level is 18% of the commission

The 3rd level is 6% of the commission

The 4th level is 5% of the commission

The 5th level is 4% of the commission

The 6th level is 3% of the commission

The 7th level is 2% of the commission

The 8th level is 1.5% of the commission

The 9th level is 1% of the commission

The 10th level is 0.5% of the commission

- 6.10 The Company reserves the right to disconnect any affiliate account from the multi-level commission system if:
- 6.10.1 The Partner's Client is its affiliate.
- 6.11 When processing a withdrawal request from a partner's account, the Company must use its internal exchange rates at the time of processing the request.
- 6.12 Withdrawal and transfer of funds from the partner account are available only after full verification of the Partner.
- 6.13 A Partner who has completed full verification has the right to withdraw funds using any payment system available in the "Withdrawal of funds" section in the Personal Account.
- 6.14 Partners may be charged for all expenses related to the withdrawal of funds from partner accounts.
- 6.15 The Partner is fully responsible for the accuracy of all information specified in his withdrawal request.
- 6.16 Withdrawal of funds from the Partner Account is carried out within 2 business days from the date of confirmation of the corresponding request for withdrawal of such funds in the Personal Account.
- 6.17 If the payment system stops working for some time, the Company has the right to postpone the withdrawal date until the payment system resumes operation.
- 6.18 The Company reserves the right to request reliable information from the partner about his full name and details of his passport or identity card when withdrawing funds.
- 6.19 The Company undertakes to take all necessary actions to prevent any illegal financial transactions and money laundering using the Company's resources.

6.20 The Company may postpone crediting the partner commission to the Partner's account in the absence of identification of the clients attracted by him. In this case, the attracted clients must identify themselves (go through the full verification procedure) by providing identification documents, as well as confirm their actual place of residence and payment details (if necessary). The affiliate commission that was not paid for such attracted clients during this period will be paid after their successful identification. Payments under the loyalty program will be suspended if successful verification is not completed within a month after the transaction.

## 7. SETTLEMENT OF CLAIMS AND DISPUTES

- 7.1 In case of any disputes arising out of or in connection with the implementation of this Agreement, the Parties shall do their best to resolve such situations through negotiations.
- 7.2 In any case, before a claim can be filed in court, the Parties undertake to comply with the mandatory procedure of the plaintiff. The claim must be filed by the Party making the claim within five days from the moment when this Party learned or should have learned about the fact of violation of its rights.
- 7.3 Claims for lost profits are not considered.
- 7.4 All claims must be sent in the following ways: e-mail to: Support@lordprime.io
- 7.5 The Partner's claim must be reviewed within no more than ten business days.
- 7.6 If the disputed case is not described in this way, the Company will make a decision that it deems necessary, in accordance with judicial practice.
- 7.7 The Partner acknowledges and agrees that the program will operate in accordance with the specifications set out in the Partnership Agreement. The Partner also acknowledges and agrees that any functions not expressly described in the Partnership Agreement cannot serve as a basis for filing claims or a lawsuit against the Company.

# 8. FORCE MAJEURE CIRCUMSTANCES

- 8.1 Neither Party is responsible for the complete or partial non-fulfillment of any obligations if such non-fulfillment is the result of the following unforeseen circumstances: floods, fire, earthquakes and other natural disasters; as well as wars and military actions of any kind, blockades, decrees of state bodies and other emergency situations and unavoidable circumstances that do not depend on the Parties.
- 8.2 The Party for which the fulfillment of obligations has become impossible is obliged to immediately and no later than within 5 banking days from the moment of their occurrence and termination inform the other Party in writing about the above circumstances (occurrence, expected validity period and termination).
- 8.3 If the Parties fail to fulfill their obligations in full or in part for more than 3 months, this Agreement is automatically canceled.

## 9. FINAL PROVISIONS

- 9.1 To communicate with a Partner, the Company uses the following means of communication: e-mail, phone number, mail.
- 9.2 The Partner agrees that his contact details, such as address, e-mail address, etc., which the Partner provided for registration, will be used by the Company when sending written messages (letters and/or other information) To a partner