

RIVER PRIME[™]
TRADE RIGHT

IB Agreement

Brokerage and Business Marketing Agreement

This IB Agreement (referred to as the "Agreement") represents the terms and conditions (referred to as the "Terms and Conditions"), applicable to the introducing broker.

You are kindly requested to read this Agreement carefully before entering into any formal agreement with **River Prime Ltd.** Please note that by filling in and submitting the forms, your request constitutes an acknowledgment of acceptance of the terms and conditions attached to this Agreement, which includes such terms and conditions expressly set out below as well as the general terms and conditions of the company before becoming a broker and business marketer with **River Prime Ltd.**

This Agreement is entered into by and between the following parties:

River Prime Ltd (the “**Company**” and/or “**RIVER PRIME**”), which is a company duly registered, licensed, regulated and existed pursuant to Federal Territory of Labuan / Malaysia. Company Registration No. LL15868.

Our registered office is located at Office 10, Jamie Business Centre 1, Unit F10, 1st Floor, Paragon Labuan, Jalan Tun Mustapha, 87000, The Federal Territory of Labuan, Malaysia.

Website: www.riverprime.com.

On the one hand

And

Business Marketer (hereinafter referred to as the “**Introducing Broker**” or “**Marketer**” or (**IB**)),

On the other hand

The preamble of this agreement is an integral part of it, as it was agreed that the following:

1. Definitions:

- **Term:** This Agreement shall enter into force once completed and signed by the Introducing Broker and submitting all required documents as required by the Company and confirmation from the Company that the (IB) has been accepted as the Introducing Broker; this Agreement is indefinite term and may be terminated in accordance with clause 11 of this Agreement.
- **Client:** Any entity that submitted a request to open an account with River Prime Ltd. and was approved by the Company after submitting signed contracts and required documents.
- **Client Agreement:** means the documents that the client signs and approves when opening an account with the Company.
- **Intellectual Property:** River Prime Ltd. and its affiliates or licensors and third-party information providers shall reserve all rights, title and interest in all information, content, data, designs, materials, copyrights, patent rights, trademarks and other proprietary rights that River Prime Ltd. may make available under this Agreement. In no case may the name and logo of River Prime Ltd. (RIVER PRIME) be used by the Introducing Broker except with the approval of the Company; as the Introducing Broker and its agents and contractors may not display, alter or use any website or any printed document, whether promotional or informational, or the name and logo of River Prime Ltd., except with the approval of the Company.
- **Website:** means the Company's domain name and/or any domain operated by the Company primarily for promotional and marketing purposes.

- **Introducing Broker Commission:** means any commission, allowances and/or other re-numeration paid or payable to the Introducing Broker by River Prime Ltd. in line with the legislative requirements that may be issued relating to the Introducing Broker; the commission shall be based on a fee agreement between the parties when the client enters into a client agreement with the Company later for the services provided by the introducing broker.

2. Introducing Broker Services:

River Prime Ltd. (RIVER PRIME) has agreed with the Introducing Broker on a non-exclusive basis to:

- a. Guide clients (provided that River Prime Ltd. makes a discretionary decision as to whether or not clients selected by the Introducing Broker are acceptable to River Prime Ltd.) to the appropriate information they are looking for in River Prime Ltd. website.
- b. Provide support to clients regarding procedures for opening an account with River Prime Ltd., such as providing assistance in uploading the required documents on the platform, using the said platform and/or using the website according to the information provided by the Company.
- c. Comply with the instructions of River Prime Ltd. in relation to the services provided by the Introducing Broker.
- d. Not act as an agent or representative of River Prime Ltd. nor give advice, make recommendations, acceptance or commitment in the name of or on behalf of River Prime Ltd.
- e. Adhere to the highest standards of business conduct and always do business in a manner that reflects positively on River Prime Ltd. and avoid deception, misrepresentation, unethical practices or advertising in relation to River Prime Ltd. and its services provided.
- f. At all times, comply with the terms and conditions of this Agreement and the applicable laws and regulations as amended from time to time as well as the laws and regulations of the countries in which the IB operates.
- g. Provide River Prime Ltd. where applicable, with all relevant information in relation to each client.
- h. Authorize River Prime Ltd. to undertake such due diligence as may be required at any time, whether onsite or offsite by any means.

3. Acknowledgment:

By:

- A. Completing and entering into the Business Marketing Agreement.
- B. Continuing to access or using the Company's website.
- C. Accepting any commissions and/or payments from the Company or any commissions from its clients.

The Introducing Broker hereby acknowledges and agrees to enter into a legally binding agreement and fully agrees to be bound by and adhere to all the terms and conditions of this Agreement as applicable.

4. Representations, Warranties and Covenants:

The Introducing Broker warrants, guarantees and undertakes the following:

- a. That the Introducing Broker has provided the Company with accurate and complete information about itself, its activity, the purpose of the activity, plans and other information sent to River Prime Ltd.
- b. That the Introducing Broker is duly regulated and in good standing, under the governing laws and regulations and qualified to conduct business under the regulatory legislation, and that the Introducing Broker has all necessary authority under the relevant laws, rules and regulations in each jurisdiction to enter into this Agreement and to provide services in accordance with the provisions of this Agreement.

- c. As of now and during the term of this Agreement, the Introducing Broker shall comply with all applicable laws and regulations.
- d. The Introducing Broker has taken all necessary actions to authorize, execute, deliver and perform this Agreement and the documents herein completed. This Agreement has been authorized, executed and delivered by Introducing Broker and is binding and applicable to Introducing Broker in accordance with its provisions.
- e. The Introducing Broker acting as a Broker must provide true and complete information to the Company at all times, including but not limited to: identity, contact information, payment instructions, nationality, residency, participation in Affiliate/Partners/Marketers /IB Programs for other websites, the location and nature of the IB's activities for referral purposes, with an explanation of the financial services provided by the company to prospective clients, as well as any other information that the Company may request from time to time.
- f. The Introducing Broker has fulfilled all registration, qualification and other requirements of all jurisdictions and regulatory bodies to the extent that such registration, qualification and/or other requirements apply to it during the term of the Agreement, and it will remain in strict compliance with all the foregoing.
- g. If the Introducing Broker is a corporation or other entity, then the IB shall be duly regulated, existing and in good standing under the laws of the relevant jurisdiction.
- h. The Introducing Broker shall carry out its activities and business as an independent contractor and not an agent, employee or representative of the Company.
- i. The Introducing Broker shall not provide any investment advice to clients as it is not in a position to do so; the Introducing Broker shall also inform the clients of any commissions incurred by them, in addition to any additional commissions related to the services provided under this Agreement; furthermore, the Introducing Broker acknowledges and agrees that it is responsible for paying all relevant fees and/or taxes arising from its business.
- j. The Introducing Broker may not use the logo of River Prime Company Ltd. (RIVER PRIME) in any communications and business cards or in any email correspondence, unless this is expressly authorized by the Company. In addition, the Introducing Broker shall confirm that it is not permitted to register business that includes the words "River Prime Ltd.", "River Prime", "Credit" or "Funded" under its name except with the approval of the Company. Further, the Introducing Broker acknowledges that it is not permitted to register and/or operate a domain name that includes the words "River Prime Ltd.", "River Prime", "Credit" or "Funded" in its name except with the approval of the Company.
- k. The Introducing Broker shall not place any promotional materials related to the Company on its business website except with the approval of the Company and shall not use any media or platforms containing such materials including but not limited to websites that conform to any of the following criteria and are related to sexually explicit material, violence, illegal activities, discrimination on the basis of race, gender, religion, national origin, disability, sexual orientation, age, or any manipulation of keywords.
- l. The Introducing Broker shall not engage in any action or practice that could create a bad image of the Company or diminish the reputation of the Company.
- m. The Introducing Broker acknowledges that the Client shall sign the relevant standard agreements and documents ("Standard Documents") in accordance with the Policy of Account Opening with River Prime Ltd. The Client shall confirm that they have reviewed the Standard Documents; the Introducing Broker also acknowledges and agrees that it is at the sole discretion of River Prime Ltd. to accept or reject the Client. Furthermore, the Introducing Broker shall disclose any agreement or authorization, whether in part or in whole, or power over the Client's account or information that has been known or communicated by the client or their representatives to the IB.
- n. The Introducing Broker is entitled to a commission as agreed upon and set out in Annex "I" signed and attached to this Agreement and the Company is responsible for calculating the payments due for the Introducing Broker Commission.

5. Additional Terms & Conditions:

- a. The parties hereto expressly acknowledge that this Agreement shall not constitute and cannot be construed as constituting an agency, partnership, joint venture, or relationship between the employer and the employee. However, in spite of that, all clients and/or will be or are likely to open an account for them with the Company, with the exception of any client of Jordanian nationality and/or resident in the Hashemite Kingdom of Jordan, regardless of their nationality and place of residence, and whether that client is a natural person and/or a legal person as agreed upon and set forth in Appendix "I" signed and attached to this Agreement.
- b. In order to entitle to any commission in respect of referred clients, the Introducing Broker shall fulfill all the requirements set forth in this Agreement and Additional Annexes. In addition, the Introducing Broker must make sure that it has brokered for the client and the Company in order to enter into an agreement before opening the account to avoid any doubts about the IB's obligations under this agreement, in particular the obligations related to the implementation of all necessary procedures for the Company to enter into an agreement with the client.
- c. The client is required to fund their account with the Company directly from their bank account along with the relevant documents approved by the Company. As the Company has the right to return the funds only to the same remitter where the funds were deposited using the same method of payment.
- d. River Prime Ltd. may, in its sole discretion, accept or reject any Client referred by the Introducing Broker and has the right to terminate the business relationship with any Client at any time in its sole discretion.
- e. The Company shall not be liable for any marketing or promotion which may be done by the Introducing Broker for its business needs or purposes, and this also applies to the brokerage services provided under this Agreement at any price or fee for that activity. The costs shall be paid solely by the Introducing Broker or by agreement and mutual consent between the parties hereto.
- f. Subject to the terms and conditions of this Agreement and in accordance with the terms and conditions herein, the Introducing Broker may refer prospective clients to the Company's staff in order to facilitate clarification regarding the financial products offered by the Company. The Introducing Broker further agrees that all brokerage activities conducted for the purpose of introducing, targeting and referring prospective clients to the Company must be professional, appropriate and legal under the rules or laws.
- g. No client shall be accepted as a referral from the Introducing Broker unless this is confirmed by the Company.

6. Confidentiality and Personal Data Protection:

The Introducing Broker shall maintain the confidentiality of all information received about the business and activities of River Prime Ltd. (RIVER PRIME) (referred to as "Confidential Information") together with this Agreement; this clause shall be effective after the termination of this Agreement.

The Introducing Broker shall not disclose and also prevent its employees and agents from disclosing, in whole or in part, Confidential Information to any other individual or entity without the prior permission of River Prime Ltd. The Introducing Broker acknowledges that disclosure of Confidential Information may result in irreparable damage to River Prime Ltd.; however, if such disclosure occurs, the Introducing Broker shall immediately notify River Prime Ltd. to take the necessary steps to remedy such disclosure; the Introducing Broker also acknowledges the importance of the Company's premises for protecting the privacy of its clients.

7. Force Majeure:

The Introducing Broker acknowledges and agrees that the Company shall have the right in its reasonable opinion to determine whether a Force Majeure Event has occurred or is about to occur as the case may be. The Company will notify the Introducing Broker as soon as reasonably possible if so decided and if the

Company determines that there is a Force Majeure Event or about to occur. The Company may (without prejudice to any right under this Agreement) take such action as it deems necessary or appropriate in such circumstances, having regard to the Introducing Broker and its clients and the Company's clients. Neither the Company nor its directors, officers, employees, agents or advisors shall be liable for any failure, obstruction or delay in performing its obligations under this Agreement or omission or taking any action under this sub-clause.

The Company shall not breach this Agreement and shall not transfer any kind of liability for any loss or damage that may occur to the Introducing Broker due to any event beyond the control of the Company, which would prevent River Prime Ltd. from complying with any or all of its obligations under this Agreement.

Such event may include but is not limited to: Act of God, Explosion, War, Earthquake, Invasion, Foreign Enemies, Rebellion, Terrorist Threats, Civil Unrest, Labor Dispute, and/or Government Acts (State or Supranational Organ, Exchange or Clearinghouse).

If any of the above events occurs, the Company shall not be responsible for its inability to communicate with market makers or liquidity providers. The Company shall be also exempted from any potential liability in connection with the failure of any computer dealing system and/or any malfunction or non-transmission of any kind of communication between the Company and the Introducing Broker and/or any third party, and the Company will always make sure that remedial actions are taken when required.

8. Limitations of Liability and Communication:

River Prime Ltd., its employees, affiliates and related parties shall not be liable for any claim and/or damage or otherwise for any direct, indirect, special, incidental or consequential damages arising from or in connection with this Agreement, as well as the activities, products or data covered by this Contract or the inability of the IB to fulfill its obligations under the said contract.

Without limiting the generality of the foregoing, the Introducing Broker specifically declares and waives any rights to claim from River Prime Ltd., its employees, affiliates and related parties for any trading or investment related losses or other damages incurred or consequential in connection with or as a result of the use of River Prime Ltd. products. Furthermore, the Company makes no warranties of any kind, whether express or implied, with respect to the Products, including any warranties of merchantability or fitness for a particular purpose.

All declarations or other communications on or in connection with this Agreement shall not be in writing unless otherwise stated and may be made by letter, facsimile or e-mail. Any of these notices shall be deemed to have been given as follows:

1. Letter: when delivered personally and/or upon actual receipt.
2. Fax or e-mail: upon receipt clearly.

The Introducing Broker may send any notice, instruction or request in writing to: Office 10, Jamie Business Centre 1, Unit F10, 1st Floor, Paragon Labuan, Jalan Tun Mustapha, 87000, The Federal Territory of Labuan, Malaysia, or by e-mail to support@riverprime.com.

The information may be provided by the Company to the Introducing Broker in paper form or by e-mail/mail provided during registration and kept in the Company's (CRM). Any notice/information provided by the Company or received by the Introducing Broker shall be in English or Arabic. The Company may change its address from time to time and will inform the Introducing Broker of the new address.

9. Miscellaneous:

- a. This Agreement and its Annexes constitute the entire understanding between the parties hereto and nullify all previous contracts, arrangements and understandings between them. There are no oral or written statements or declarations relied upon by either party except for those expressly stipulated in this Agreement, which may be amended or supplemented in writing by both parties.
- b. The failure of any party at any time/s to perform as required by any of the provisions of this Agreement shall in no way affect the right to enforce at any time. No waiver by either party or breach of any condition, covenant or warranty contained in this Agreement shall be effective unless

otherwise expressed in writing where required. No waiver of any one or more of the conditions shall be deemed a continuing or further waiver or breach of any other condition, agreements, representation or warranty.

- c. The Introducing Broker shall not assign, delegate or transfer this Agreement or any of its rights or obligations under this Agreement in whole or in part.
- d. Should any provision of this Agreement be determined invalid, illegal, or unenforceable by a court of competent jurisdiction or other governmental body, this Agreement shall remain in full force or be reasonably relied upon to fulfill the intention of the parties expressed herein. In that case, the parties shall endeavor to replace the invalid or illegal clause with one that is valid and legal and achieves the same purpose and effect.
- e. It is agreed between the parties hereto that this agreement shall cover all over the world except for countries and territories that prevent dealing with the purpose of this Agreement or the company's business, including the Hashemite Kingdom of Jordan.

10. Notification & Remuneration:

During the term of this Agreement, River Prime Ltd. shall pay to the Introducing Broker the commission, allowance and fee agreed upon in Annex "I" of this Agreement.

- a. River Prime Ltd. shall credit the commissions (and any other proceeds) accrued on trade transactions made to the Introducing Broker's account in the books of River Prime Ltd. ("Primary Account") as early as possible after the last day of the month on which that commission was made.
River Prime Ltd. will provide the Introducing Broker with a monthly statement showing the amount to be credited to the IB Commission Account for the previous month and by any means specified by River Prime Ltd. as applicable.
- b. The Company will pursue the trading activities on the Client's account after being approved by the Company as a result of active brokerage with the IB for the purpose of calculating the remuneration as defined in the IB commission.
- c. All payments shall be due and payable in US dollars (USD) only, and the payment shall be credited to the Introducing Broker account. The Company may make other payment methods or other currencies, and any fees incurred for other payment methods shall be covered by the Introducing Broker and deducted from his commission.
- d. The Company warrants and guarantees that it will treat the clients referred by the IB at a high level of professionalism and performance in order to reflect a good image of the Company and the IB, provided that the Company holds any responsibilities and/or mistakes arising and/or resulting from it against the referred clients and in accordance with the terms and conditions governing the relationship between the referred clients and the Company.

11. Amendment and Termination:

- a. This Agreement may be amended from time to time with the consent of the parties hereto; any amendments to the Agreement shall not apply to Introducing Broker commissions earned from transactions prior to the effective date of the amendment.
- b. The parties (the Company or the Introducing Broker) may terminate the Agreement by one month's written notice prior to termination. If the Introducing Broker Agreement is terminated for any reason, the Introducing Broker shall not be entitled to take its commission or allowance for any new transactions that take place after the end of the month period. Keeping in mind that the Company has the right to execute a new agreement between the Company and the Introducing Broker regarding the remaining active clients after the termination of the Agreement.
- c. Upon termination of this Agreement, the Introducing Broker shall return any materials provided by the Company to promote its business (i.e., newsletters, signboards, literature, etc.). if the Introducing Broker

maintains a website and uses materials representing the Company, then the IB shall immediately withdraw those materials upon termination of this Agreement.

12. Governing Law and Jurisdiction:

- a. This Agreement, as well as any additional agreement (present and future) are executed in Arabic and any other translated language, is made for your convenience only. In the event of any conflict or discrepancy between texts in Arabic and their translation into any other language, the original versions in Arabic shall prevail.
- b. Any Transaction subject to the Market Rules shall be governed by the law applicable to the same and under those Rules. Subject to this, the Terms shall be governed by and construed in accordance with the laws of Labuan/Malaysia.
- c. The courts of Labuan/Malaysia shall have exclusive jurisdiction to settle any dispute or conflict arising in connection with these Terms. For this purpose, the parties hereto shall irrevocably be subject to the jurisdiction of the courts of Labuan/Malaysia.
- d. Nothing in this clause shall irrevocably prevent us from bringing an action against you in any other country that may have jurisdiction over which you are or may be subject and at any time to claim and collect all and/or any rights or obligations incurred or may be incurred by you under this Agreement regardless of earlier and/or later time and/or when and/or where and/or any circumstance, condition or reason whatsoever or any circumstances or reasons whatsoever. If any term and/or any condition of the terms and/or conditions of this Agreement is held to be invalid, illegal, conflict with any other law, or unenforceable by any court of competent jurisdiction in any country, or by any other governmental authority in any country, the remaining terms and conditions of this Agreement shall remain in full force and effect.
- e. Regardless of your location, you agree to be served of legal papers and/or any other documents related to any action before any court by sending copies of them by registered mail to your last address registered with the Company and shown in its records and/or through the applicable means of communication in the Company and/or in any other manner permitted by the laws of Labuan/Malaysia and/or the law of the place of service of process and/or the law of the jurisdiction in which the case is brought.

The Introducing Broker expressly acknowledges and agrees that, upon receipt of a request from the Company and/or when requested, the IB shall cooperate with the Company and with any other legislative body relating to the subject matter of this Agreement.

You are kindly requested to sign it and send the signed copy to support@riverprime.com for follow-up.

By signing below, the Introducing Broker confirms that it has read, understood and accepted the terms and conditions herein.

Introducing Broker Name:

Names of authorized signatories:

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Date: _____

Company name: River Prime

Names of authorized signatories:

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Date: _____