



Affiliates Agreement

Affiliate Agreements

GENERAL TERMS OF BUSINESS

PREAMBLE

This Affiliation Agreement (“Agreement” or “Terms of Business” or “Terms”) is made by and between: **River Prime (the “Company”)**, which is a company registered, licensed, and regulated Limited Company (registration number LL15868) authorized by the Labuan Financial Services Authority (LFSA) under license number MB/19/0039, the Company has also the necessary approvals to practice financial brokerage business and trade its clients in foreign stock exchanges.

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

And **You** (“AFFILIATE” or “You”); the natural person or legal entity which applies for partnership to the River Prime Partner Program (or “River Prime Affiliation Program”), in accordance with the terms and conditions set forth herein and agrees with and accepts these terms and conditions and the Company approves the former’s application for partnership. And furthermore, may both hereinafter be referred to separately as the “Party” and jointly as the “Parties”.

This agreement sets out the complete terms and conditions to apply for a partnership to the River Prime Partner Program. Please read this Agreement completely and carefully before enrolling in the River Prime Partner Program. You must agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those terms and conditions expressly set out below and those incorporated herein by reference, before you may become a Partner of River Prime.

BY CLICKING THE BOX “I have read, understood and accept these General Terms of Business”, in the Registration Process YOU AGREE TO THE FOLLOWING TERMS, AS AMENDED FROM TIME TO TIME, AS A WHOLE.

WHEREAS this Agreement sets out the terms and conditions upon which Clients may be referred to the River Prime by the Affiliate.

IT IS AGREED:

1. DEFINITIONS

Active Trader: any individual (acting outside the course of business) who retains a live trading account with brand: River Prime (hereinafter “the Company”).

Agreement/ Contract: General Terms of Business

Affiliate: an independent party (natural person or legal entity), who registered via www.riverprime.com

websites, acting in the course of business, who is engaged in online advertising/marketing activities, who introduces clients to the Company for transactions in foreign currencies, commodities, futures and derivatives.

Affiliate Commission: Means the amount paid or payable to the Affiliate by the Company in accordance with the Cost Per Acquisition (“CPA”) Plan or Cost Per Lead (“CPL”) Plan and/ or any other available plan as decided from time to time, and based solely and exclusively on the Company’s tracking data, verification, checks and calculations. Such information shall be available to the Affiliate in the Affiliate System.

Affiliate/Partner Program: RIVER PRIME promotes products via its platform through its Affiliates’ network, both online and offline.

Affiliate Tracking ID: a unique hyperlink allocated to each Affiliate that assists in identifying the Affiliate’s activities and calculates the Affiliate’s monthly fees.

Affiliate Tracking URL: a unique hyperlink to the Company’s main website(s) enabling the Affiliate to refer potential clients to the Company’s main website(s), which enables the River Prime to identify the Affiliate that has referred such specific Introduced Client for the purpose of calculation the Affiliate’s Commission.

Client (or trader): Means any person whom River Prime has approved to open one or more accounts subject to the Client Agreement and/or any person who open one or more accounts with the River Prime via the Affiliate’s website subject to the Client Agreement.

Client Agreement: Means the River Prime’s terms and conditions that the Client accepts prior to opening an account with the River Prime, as amended from time to time.

Cost per Acquisition (“CPA”) Plan: A commission plan defined as an activation of a live account by a new user. The Commission is earned per qualified New Active User recorded in the Company’s CRM, subject to the deposit and trading activity of the said New Active User. Commissions become valid and payable once the Affiliate’s Quality Metric is achieved per New Active User.

Cost per Lead (“CPL”) Plan: A commission plan defined by the first telephone contact with the Lead as recorded by the CRM. The Commission is earned per qualified lead recorded in the Company’s CRM, subject to the Lead verification via telephone contact and a valid email address of the said Lead. Commissions become valid and payable once the Affiliate’s Quality Metric is achieved per lead.

CRM: customer relationship management (software). The system used by the Company’s customer service and sales representatives to manage customer interactions.

Introduced Trader: Any user of the River Prime’s trading platform, referred by the Affiliate, who may become a qualified trader.

Lead: is a client of the Company who has not completed all steps of registration.

The Company’s Products: means the financial instruments offered by the Company, namely contract for differences (“CFDs”) on forex currencies, metals, indices, cryptocurrencies, shares, commodities.

Qualified Acquisition (qualified New Active User) means the activation of a live account with the Company by a deposit (minimum \$20 or equivalent) and the completion of minimum trading turnover or trading revenue as required by the commission plan. The number of acquisitions is calculated exclusive of fraudulent or cancelled orders or actions identified by RIVER PRIME in writing or via automated file transfer.

Registration: is the process by which, a client has completed step one by entering their personal details, has agreed to the Company’s Client Agreement, Privacy Policy and/or any other legal documents required to acknowledge from time to time, and has been contacted by phone by the Company.

Quality Metric: ensures RIVER PRIME receives genuine registrations and traders suitable to our business model. The metric variables are defined on a case-by-case basis and can be tailored specifically to the Affiliate, Variables may include but are not limited to: the percentage of Leads contactable by RIVER PRIME, conversion rate of Registrations to Acquisition, number of trades made by Qualified Traders in the Affiliate’s portfolio, specific trading volumes achieved by referred clients and minimum client deposit amounts and client withdrawals versus commissions paid. The default Metric variables are as per the qualification requirements for Leads, Registrations and Activations.

Related Entity: any entity that, directly or indirectly, is controlled by, or is under common control with River Prime. Where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of another, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

Revenue share: one of the compensation methods that can be achieved by Affiliates and it is divided as follows

- Trading revenue: Affiliates are paid a certain percentage of trading revenues (Trading Revenue excluding hedging costs) generated by referred clients.

- Lot rebate: Affiliates are paid a specific dollar amount for each Lot traded by its referred clients.

Second Tier Affiliate: an individual, acting in the course of business or a legal person that the Affiliate refers to RIVER PRIME, to perform the same type of Services as the Affiliate and to be bound by the terms of this Agreement.

Qualified Trader or qualified new active user: an individual who was referred by an Affiliate and has been identified by the Tracking System of RIVER PRIME provided that, on a cumulative basis, a) such individual is acting in his capacity as a consumer, i.e. outside a trade, business or profession, b) such individual has been approved by the River Prime, c) such individual is not already registered to the River Prime' main website including registration under, among others, a different name or through different identification details; d) such individual's registration and/or trading data do not correspond with another qualified trader's respective information, including but not limited to the IP address; and e) such individual has become a Qualified Acquisition as defined herein. To verify the details of such individual, RIVER PRIME will perform checks via his email address, telephone number and/or postal address that correspond to that specific individual.

Tracking System: RIVER PRIME's customary tracking protocols, including but not limited to, the use of the Affiliate specific "gateway" identifications, the use of separate reference pages, cookies, attributions questions or otherwise, that will assist RIVER PRIME to identify the Affiliate and to record its activities, services and, to subsequently, calculate the Affiliate's Compensation.

2. AFFILIATES OBLIGATIONS

- 2.1** During the term of this Agreement, you undertake to fulfill the following obligations:
- 2.1.1** To comply with the terms of this Agreement, as amended from time to time.
 - 2.1.2** To comply with all applicable laws and regulations, in your territory (including but not limited to, financial services regulations, data protection and anti-spamming rules);
 - 2.1.3** To comply with RIVER PRIME's branding and Intellectual Property guidelines;
 - 2.1.4** To promote and market, within such territory as this may be specified by RIVER PRIME ("Territory"); and
 - 2.1.5** To identify prospective traders within the Territory to which You actively promote our Services.
 - 2.1.6** To act in good faith and conduct the Affiliate's activities in a professional and proper manner and in full compliance with all applicable laws.
- 2.2** To perform the Services described in this Agreement, you shall bear all establishment and operational costs and expenses of any nature, including but not limited to any marketing and promotional activities related to the Services, unless otherwise determined by RIVER PRIME. Under no circumstances shall RIVER PRIME be liable hereunder for any amounts other than the Affiliate Commission.
- 2.3** Neither the Affiliate or its associated or Second Tier Affiliates shall register as Traders / Qualified Traders and subsequently they shall not be entitled to receive any commission and or any other Compensation, arising out of any personal, live accounts with the Company.
- 2.4** The Affiliate shall not misrepresent in any way any potential clients, with regard to its status of contractual relationship with RIVER PRIME and/ or its Related Entities, and it will not provide any investment or financial advice or recommendation or promises to Active or potential traders with regard to the services of RIVER PRIME or/and any other of its Related Entities.
- 2.5** Affiliate must provide true and complete information to RIVER PRIME, as this may be requested at any time, about itself and its activities and about any referred traders. It is agreed that the Qualified and Active Traders are, customers of RIVER PRIME, and not the Affiliate's.
- 2.6** In no event should You engage in any marketing or promotional activity related to RIVER PRIME, and/or Our Related Entity (as hereinafter defined) in any area, location, territory or jurisdiction outside of the Territory agreed with Us upon your registration, unless You, prior, discuss and agree with Your RIVER PRIME Territorial Manager.
- 2.7** It is agreed that throughout this Agreement, you must act in good faith at all times and must not make any false and/or misleading representations or statements with respect to RIVER PRIME, or its Related Entities/ subsidiaries and the Services provided or the Company's products and services or engage in

- any other practices which may affect adversely the image, credibility or reputation of RIVER PRIME and its Related Entities and services. It is further agreed that throughout this Agreement the Affiliate's website and/or mobile application, to the extent the Affiliate operates through a website, mobile application or by any other means, shall not be engaged, directly or indirectly, in activities that the River Prime, at its sole discretion, deems to be illegal, improper, offensive, unfair or otherwise adverse to the operation or reputation of the Company's websites or detrimental to the users of the websites, including without limitation, to: (i) promoting sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age or (ii) violating any intellectual property or other proprietary rights of any third party or (iii) having defamatory or harassing and untruthful comments and statements about our activities and business or (iv) containing or promoting content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or link to a website that does so, or (v) engaging in any illegal activity of any type, including but not limited to, displaying illegal content offering any illegal good or service through the Affiliates' website, (vi) violating the River Prime's intellectual property rights including trademarks, domain names etc., or (vii) do not clearly make available an online privacy policy to visitors of its website or, (ix) causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program or robot, or (x) offering any Introduced Client, whether directly or indirectly, any kind of incentive or, (xi) opening an account on behalf of any potential client and/or Introduced client, including but not limited, completing any kind of questionnaire, form provided by the Company, (xii) promoting RIVER PRIME through mobile applications related to sexually explicit materials or gambling (non-exhaustive list).
- 2.8** You must not transmit to or in any way, whether directly or indirectly, expose our website, content, platform and any other of our property to any computer virus or other similarly harmful or malicious material, virus or device.
- 2.9** You shall promptly inform RIVER PRIME of any information or acts of a third party that has become known to You that could potentially harm RIVER PRIME Entities, services and reputation in any way and manner.
- 2.10** You acknowledge that you are not allowed to register a business that includes the wording "River Prime" in its name. You cannot use or register a domain name or keywords, search terms or other identifiers for your activities with the name of River Prime or similar name which may cause confusion without the prior written consent of the RIVER PRIME. Should you infringe the aforementioned, it will be considered as a material breach as per clause 6.2.3 of this Agreement.
- 2.11** The Affiliate shall refrain from referring clients residing in the USA (and US citizens) any of the countries that are classified as black listed or high-risk countries as these appear on the FATF website (www.fatf-gafi.org) and/or any other Country that the Company does not offer its services. The Affiliate may only actively target residents of the countries that will be provided from time to time by the Company. The Affiliate acknowledges and agrees that in the event that an Introduced client is a citizen or resident of a country other than those provided by the Company, it will not be entitled to receive any Affiliate's Commission from the Company for such clients unless the Company has given its prior written consent to include that specific country.
- 2.12** The Affiliate must provide genuine contact information, in order for RIVER PRIME account managers to communicate effectively. Should the Affiliate fail to provide genuine contact details, or is not responding to requests from their account manager to communicate over a three (3) month period from the registration to River Prime Partner Program, RIVER PRIME retains the right to terminate this Agreement or suspend the Affiliate account. During the suspended period, the Compensation plan will be changed, and portfolio of the Affiliate's clients will stay in the Affiliate's account. However, the suspended Affiliate will not earn any pending commission generated during the suspension time.
- 2.13** The Affiliate shall always provide true and complete information to RIVER PRIME as may be requested from time to time by RIVER PRIME. The Affiliate acknowledges that it is aware that prior to receiving any Affiliate's Commission, the Affiliate may be requested by RIVER PRIME to provide some information, including any information required pursuant to Applicable Laws. Such information includes, but is not limited to, proof of identity and proof of residence documents, date of birth, contact

- information, affiliates' website, blogs etc. On the occurrence of failure to comply with the above, or in the case that any such documents appear to be/are digitally edited, the Company reserves the rights to consider any Affiliate's Commission(s) generated as void and/or terminate the business relationship with the Affiliate with immediate effect.
- 2.14** SECOND-TIER AFFILIATE PROGRAM Save for the Services described in this clause 2 of the Agreement, the Affiliate may also identify and refer other third parties, such as online marketing organizations and/or website owners and/or operators that may be prospective affiliates of RIVER PRIME. Those parties will be independent contracts, non-associated to the Affiliate and will be subject to the terms and conditions of this Agreement.
- 2.15** The Affiliate's marketing materials/ communications shall comply with the guidelines as provided by the River Prime from time to time and the restrictions stated herein. The Affiliate is required to obtain a written approval by River Prime prior to uploading any information and/or any marketing material relating to River Prime and its services. The Affiliate shall not be allowed to modify any of the marketing material provided by River Prime. In the event, the Affiliate intends to amend any information and/or marketing material that were initially approved by the River Prime, the Affiliate must obtain a new approval from the River Prime before it proceeds with such amendments. In the event that the Affiliate will not comply with the abovementioned and makes use of any marketing material not approved by the River Prime, the River Prime reserves the right, in addition to any other right or remedy available to it under this Agreement or applicable laws, to render the Affiliate Tracking URLs assigned to such Affiliate inoperative, and immediately block the Affiliate's access to the Affiliate Program and deny any Affiliate's Commission, with no compensation to the Affiliate. The Affiliate hereby irrevocably waives any claim or demand against the River Prime, its directors, officers, shareholders and employees.
- 2.16** The marketing materials shall be used only for limited period set in accordance with RIVER PRIME general terms of use and RIVER PRIME Branding Guidelines that follow RIVER PRIME material each time. It is Your responsibility to maintain Your website and any marketing and promotional material that RIVER PRIME provides You, up to date, at all times. If You systematically breach such obligation, RIVER PRIME may suspend or terminate this cooperation with You.
- 2.17** The Affiliate undertakes to comply with applicable laws including any applicable local law while conducting marketing activities.
- 2.18** The Affiliate is required to identify the target market of clients and undertakes to conduct marketing activities under this Agreement that are compatible with the said target market. The Affiliate shall ensure that the financial instruments promoted and/or marketed are compatible with the needs, characteristics and objectives of the subsidiary's target markets as set out in the Client Agreement between the subsidiary and its clients.
- 2.19** The Affiliate, in order to participate in the Affiliate Program, must be over 18 years of age.
- 2.20** RIVER PRIME reserves the right, in its sole discretion, or based on regulatory restrictions imposed on it by Law or financial services regulatory bodies, not to enter into or to terminate at any time, a contractual relationship with an Affiliate.

3. COMPENSATION SCHEME

- 3.1** Upon registration as an Affiliate with RIVER PRIME, you will be presented with different compensation methods. All new online Affiliates will be using our CPA or CPL or Lot Rebate Compensation method (hereinafter referred to as "the Compensation"), for the Services provided. You may not convert from one Compensation method to the other without the prior approval of RIVER PRIME.
- 3.2** RIVER PRIME, at its sole and absolute discretion, may change the Compensation method at any time. RIVER PRIME will upload each amendment either on its website or via any other method deems necessary including but not limited emails etc., by indicating the date that the amendment will come into effect. The Affiliate undertakes the obligation to visit the website and/or check its emails and to read the Terms of the Agreement and/or any other updates communicated on a regular basis. In case where the Affiliate does not agree with the amendments, they shall notify RIVER PRIME within seven (7) calendar days as of the date that the amendment comes into effect and the Agreement shall be terminated

- immediately. If otherwise, it shall be deemed as an approval by the Affiliate to such change and the terms of the amended contract will apply to the Affiliate. You will continue to receive Compensation based on the previous Compensation structure for those Active Traders and Second Tier Affiliates that fall under the Compensation structure prior to date of amendment.
- 3.3** In the event the Affiliate elects to be compensated on a “Revenue Share” basis, there may be a possibility where the fees earned by the Affiliate may be “negative” to the extent that the applicable Active Users trading activities result in negative earnings. Any such “negative fees” shall be applied against any Active Traders fees earned by the Affiliate in future months until such “negative fees” have been fully applied.
- 3.4** The action of making first successful contact is recorded in the Company’s CRM and qualifies the user as a Lead or Registration. The number of leads/registrations is calculated exclusive of fraudulent or cancelled orders or actions identified by RIVER PRIME in writing or via automated file transfer and they are automatically deducted from the calculation of the monthly commission.
- 3.5** The online Affiliate in relation to qualified New Active User will be payable only following RIVER PRIME’s verification and checks concerning all New Active Users in accordance to the requirements of any applicable law and the RIVER PRIME’s internal verification process.
- 3.6** The online Affiliate shall be entitled to receive any commissions generated, for the first Six (6) months from the activation of the traders’ account.
- 3.7** The total amount of Compensation, determined in accordance with the provisions set out above, that is owed to the Affiliate, shall be determined on a monthly basis and shall be payable monthly in arrears, no later than the last day of each month following the month during which such fees have accrued. Due to charges imposed by the banks, minimum threshold on a monthly performance is set to be 250 USD. If such amount is not achieved within a month by the Affiliate, any amount reached within that month will be rolled over to the following month until the minimum amount required is met (i.e., 250 USD). The Affiliate may request for any amount falling below the minimum threshold to be paid to him, at his own cost.
- 3.8** The Company reserves the right not to credit any commissions to the Affiliate that derive from clients’ trading activity (deals/positions) that are:
- 3.8.1** The result of scalping or churning trading,
 - 3.8.2** The closed time is less than five (5) minutes after opening time,
 - 3.8.3** The result of positions that were opened through an Expert Advisor (EA).
- 3.9** Without prejudice to any other clause in this Agreement or rights that RIVER PRIME may have, RIVER PRIME may in its sole discretion and absolute discretion, withhold, delay or deny payment of the Affiliate’s commission in any of the following events:
- 3.9.1** RIVER PRIME believes or has reasons to believe that the Affiliate’s activities are not in compliance with any applicable laws and regulations;
 - 3.9.2** RIVER PRIME has reasons to believe that the Affiliate’s activity is in breach of this Agreement;
 - 3.9.3** RIVER PRIME believes or has reason to believe that the payment of the Affiliate’s commission will breach applicable laws,
 - 3.9.4** RIVER PRIME has been notified by any third party of the alleged infringement of property or rights (i.e., intellectual property rights) by the Affiliate or by the Affiliate’s activities;
 - 3.9.5** RIVER PRIME has reasons to believe that the Client and/or the Affiliate uses RIVER PRIME’s products and services for an unauthorized activity as described in the Client Agreement in the Legal page of the website (www.riverprime.com).
 - 3.9.6** RIVER PRIME believes or has reasons to believe that the Affiliate’s activities and/or the Introduced Clients’ trading activity are suspicious i.e. constitutes Fraud Traffic, if River Prime determines that the Affiliate is involved whether directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to the River Prime, including without limitation to the River Prime’s website or account (s), the River Prime shall have the right in addition to any other right or remedy available to under this Agreement or Applicable Laws, to render the Affiliate Tracking URLs assigned to such Affiliate inoperative, and immediately block the Affiliate’s access to the Affiliate’s Program with no compensation to the Affiliate.

In case of any of the above events, the Affiliate hereby irrevocably waives any claim or demand against RIVER PRIME, its directors, officers, shareholders, employees.

- 3.10** Without prejudice to any other provision set out herein, in the event of any dispute with and/or complaint from a client, RIVER PRIME reserves the right to withhold any Affiliate's commissions due to the Affiliate until such issues are resolved.
- 3.11** The Affiliate acknowledges and agrees that the Company may, without further notice, forfeit all funds, payments and other amounts related to this Agreement and that are due to the Affiliate (if any), but which the Company is unable to pay or deliver to the Affiliate because the Affiliate's account is non-active and terminate the business relationship with the Affiliate by disabling the Account and giving written notice to the Affiliate. For the purposes of this Agreement, "Non-Active Affiliate" shall mean an Affiliate who, based on the River Prime's records:
- 3.11.1** has not logged or has no other activity on the Affiliate Account(s) or has not requested to be paid his/her commissions generated for a period of Six (6) months or more; and/or
- 3.11.2** The River Prime has been unable to reach or has not received appropriate payment instructions from the Affiliate, after contacting him/her at the contact details kept in the River Prime's records.
- 3.12** The acceptance of a payment by the Company to the Affiliate will be deemed full and final settlement of the Affiliate's Commission due for the corresponding calendar month. In case the Affiliate disagrees with the Report or amount payable, the Affiliate must not accept payment for such amount and immediately send a written notice of dispute within fourteen (14) calendar days of the end of each month for which payment is made, otherwise the right to dispute the Report or payment will be deemed waived and the Affiliate shall be deemed to have waived any and all rights in relation to such Report or such payment and have waived any claims of restitution and/or unjust enrichment.

4. INTELLECTUAL PROPERTY AND BRANDING

- 4.1** Throughout this Agreement, RIVER PRIME will grant You with a limited, revocable, non-transferable and non-exclusive, non-assignable, non-sub-licensable, license to use, within the Territory of your activities, RIVER PRIME marketing and promotional material, including but not limited to banners, creatives, content, logos, trademarks, copyright, literature that You can use only until termination or expiry of this Agreement. All Intellectual Property licensed to You belongs solely and exclusively to RIVER PRIME and its Related Entities and successors and cannot be used, transferred or assigned to a third party without a prior written permission by RIVER PRIME's authorized personnel. Nothing in this Agreement shall confer any right of ownership in our Intellectual Property.
- 4.2** "Intellectual Property" means but is not limited to the RIVER PRIME and Related Entities Trademarks, logos, domain names, websites, copyright, know-how, patents, client lists, banners, creatives, the River Prime platforms, literature, business strategies, e-books, tables, charts. You acknowledge and agree that You will use our Intellectual Property in a lawful manner and in strict compliance with all RIVER PRIME Branding guidelines that You will find on our website at www.riverprime.com, and only during the term of our cooperation.
- 4.3** You Agree to display any of our Intellectual Property and marketing material on Your websites solely for the purpose of marketing and promoting RIVER PRIME Services and only AS IS, i.e., without any interference, manipulation or amendment of RIVER PRIME Intellectual Property. Any unauthorized use or amendment to RIVER PRIME Intellectual Property is a breach of contract, in which case, RIVER PRIME retains the right to immediately terminate this Agreement with You and may take legal action against You.
- 4.4** RIVER PRIME may, upon reasonable prior notice, instruct You to cease displaying creative, material or any other of RIVER PRIME Intellectual Property, at any time, for any reason.
- 4.5** It is agreed that RIVER PRIME will be the sole and exclusive owner of the database of names and contact information and any other data of traders, including Qualified, Active and potential. If the Affiliate attempts to contact a Trader directly and without RIVER PRIME's approval, RIVER PRIME retains the right to terminate this Agreement with immediate effect and to withhold all Affiliate's

Commissions owed to the Affiliate at such time. RIVER PRIME reserves the right to withdraw such approval at any time and at its sole and absolute discretion if deemed necessary.

5. PERSONAL DATA PROTECTION

- 5.1** The Affiliate hereby expressly acknowledges, agrees and undertakes not to attempt to access or access any personal data in relation to River Primes' clients including potential, new or existing clients, without the prior written consent of the River Prime.
- 5.2** The Affiliate expressly acknowledges, agrees and undertakes that it shall comply at all times with all applicable data protection laws and regulations.
- 5.3** The Affiliate acknowledges and agrees that regarding any unsolicited communication in any type of form such as e-mail, telephone calls, facsimile, newsletters, promotions, market updates, text messages etc., related to its business and his cooperation with RIVER PRIME, must ensure that he received the person's consent (Data Subject) prior to such communication. Furthermore, you should not send any e-mail regarding RIVER PRIME Services to any individual or entity that has not requested such information.
- Furthermore, you should expressly state that third parties engaged in business with You, may also contact the Data Subject directly by giving them, at all times, the option to opt out. You should always provide the option to "unsubscribe" within your mass communication to any potential clients you approach regarding RIVER PRIME services. You agree to hold RIVER PRIME harmless and fully indemnified in the event of breach of this paragraph and against any claims brought against RIVER PRIME by a third party.
- 5.4** Furthermore, any potential client and Active User's personal data, including but not limited to name, address, email, all client lists, are Property of RIVER PRIME and its related entities and You should not use or profit out of it outside the purposes and following termination of this Agreement.
- 5.5** RIVER PRIME agrees to provide You with reports and statistics (impressions, clicks, click-through rates, conversions and conversion rates) and all related fee and payment information. You will have no access to any personal data of the Data Subject, i.e., personal data of the Active Users' and/or potential clients', as per the Data Protection Rules. Any access to data will be provided in an encrypted and non-identified format for payment and statistical purposes only.

6. TERMINATION

- 6.1** The Agreement shall commence upon Your acknowledgement and acceptance of this document and it may be terminated by either Party at any time, with or without cause, effective immediately.
- 6.2** Consequences of Termination:
- 6.2.1** Upon expiration or termination of this Agreement: (a) You shall return to RIVER PRIME all and any Property of RIVER PRIME in its possession or control; (b) You must immediately cease displaying any of our Property of RIVER PRIME on any of your website or otherwise and (c) all rights licensed to You will automatically be revoked.
- 6.2.2** In case of material breach of any of the Terms of this Agreement, RIVER PRIME may terminate the agreement with immediate effect and RIVER PRIME retains the right to seek for indemnification under contract law or tort, and/or any applicable laws, for any losses, damages or liability incurred by You in connection with such violation, in accordance with the provisions of this section.
- 6.2.3** The River Prime reserves the right to terminate or suspend without notice, this Agreement or any rights of the Affiliate that it may possess under the provisions of this Agreement due to any malpractice, breach of any provisions of this Agreement, failure of compliance with applicable laws and regulations or other significant event, including liquidation or insolvency on the part of the Affiliate. Such termination will be at the sole discretion of the Company.
- 6.2.4** Upon termination of this Agreement, the Company shall pay the Affiliate all the Affiliate's Commission due as set out in this Agreement.

7. CONFIDENTIALITY

Each Party acknowledges and agrees that any and all information associated with the other Party's business and not publicly known, including, but not limited to, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, customer lists, prospective customer lists, names, RIVER PRIME's Intellectual Property, addresses and other information regarding customers and prospective customers, product designs, sales, costs, content, marketing and promotional material and other unpublished financial information, business plans and marketing data, is confidential and proprietary information ("Confidential Information"), whether or not marked as confidential or proprietary. Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations here-under. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (a) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations here-under, who each shall treat such Confidential Information as provided herein; or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement. Confidential Information shall not include any information which is: (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information; (ii) is independently developed by the non-disclosing Party without breaching any provisions of this Agreement; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of this Agreement.

8. DISCLAIMER OF WARRANTY

River prime makes no warranties hereunder, and expressly disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, river prime further disclaims all representations and warranties, express or implied, that river prime's services or products and platforms do not infringe or otherwise violate any intellectual property or other proprietary right of any third party in any jurisdiction, including, but not limited to, the territory. You understand and agree that that river prime's services and products (inc the platform) may not satisfy all of the clients' requirements, may not be suitable for all clients and may not be uninterrupted, accessible or error-free.

9. LIMITATION OF LIABILITY

9.1 River prime, its directors, officers, employees and related entities, shall have no liability for any lost profits and/or any indirect, consequential, special, incidental or punitive damages, arising out of the products, platforms, the services, the website or software failure, viruses, system failure (including, internet connection, electricity power cut, telephone communication failure, high internet traffic demand, malicious interference / access to your system or ours, hardware error, mobile applications non-compatibility with our system, including our proprietary or third party system). River prime cannot guarantee that the software and / or the system, that we own or we manage, on behalf of a third party, is uninterrupted and error free or available at all times.

9.2 In any event, river prime's liability to affiliate under this agreement for any reason will be limited to the amounts paid to affiliate by river prime during the six (6) month period immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations.

10. INDEMNITY

You agree to indemnify, defend and hold harmless RIVER PRIME and any of its Related Entities and the directors, officers, employees, subcontractors and agents thereof (collectively, the “Indemnified Party”), with respect to any claim, demand, cause of action, debt or liability, brought by a third party, including reasonable attorneys’ fees, to the extent that such action is based upon or arises out of: (a) Your breach or alleged breach of any representation, warranty, obligation or covenant under this Agreement; (b) gross negligence or willful misconduct; or (c) any warranty, condition, representation, indemnity or guarantee relating to RIVER PRIME and /or its Related Entities and/or the Company’s platform granted by You to any third party.

11. REPRESENTATION AND WARRANTIES

11.1The Affiliate hereby represents and warrants the following:

- 11.1.1** It has and will have, at all times, the required capacity and authority to enter into this Agreement.
- 11.1.2** It has the required authorization, license and permission (if applicable), to provide the services, and it will promptly inform River Prime in writing if there is any change in such authorization, license and permission.
- 11.1.3** It will provide the services in a professional, proper and lawful manner, in full compliance with all applicable laws and regulations and the terms of this Agreement.
- 11.1.4** It shall not provide any investment advice and/or any other type of advice and/or service to Clients and/or direct any Client with regards to his trading or funding preferences.
- 11.1.5** It shall not make any promises to Clients regarding River Prime and its services.
- 11.1.6** It shall not make any false and/or misleading statements and any misrepresentations regarding River Prime, its services and licenses.
- 11.1.7** It shall promptly disclose to the River Prime any information regarding a complaint, regulatory investigation in relation to the Affiliate’s services.

11.2The Affiliate hereby acknowledges and agrees that upon reasonable written notice by River Prime, shall cooperate with any relevant regulatory authority of the River Prime in relation to the matters covered by this Agreement.

11.3The River Prime may at its sole discretion, accept or reject any prospective Client introduced by the Affiliate and has the right to terminate the business relationship with any Client at any time.

11.4The River Prime’s Client Agreement setting out the terms and conditions between the River Prime and its clients, available in the Legal Page of the River Prime’s main website, is inextricably linked to this Agreement.

11.5The Affiliate hereby consents that the River Prime may disclose certain information about the Affiliate, including but not limited, the Affiliate’s Commission(s) and performance statistics: (i) where it is required to by applicable laws, (ii) to regulatory authorities upon their reasonable request, pursuant to applicable laws and regulations, (iii) to such third parties as the Company sees fit to assist in enforcing its legal or contractual rights against the Affiliate, including but not limited to, legal advisors.

12. SURVIVAL CLAUSE

Clauses 4, 5, 6,2,7,8,9 and 10 shall survive the termination or expiration of this Agreement.

13. GENERAL PROVISIONS

13.1 Force Majeure. If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable due to certain unforeseeable events, including but not limited to acts of God, war, governmental decree, natural disasters, power failure, failure in communication lines or other network failure, judgment or legal order, strike, or other circumstances, beyond that Party’s reasonable control, such Party shall be excused from the performance of the Services to the extent that

- it is prevented, hindered or delayed by such cause. On completion of twenty-one (21) consecutive days of non-performance of the Services, due to such unforeseeable events, either Party may terminate this Agreement, by giving one (1) week's written notice.
- 13.2 Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 13.3 Taxation.** You may be liable to pay taxes arising out of your cooperation with RIVER PRIME, usually related to the profits You make, depending on the local jurisdictions in which you are a tax resident in. It is your sole responsibility to comply with any tax laws that apply to the Affiliate's Commission and the you consent that to the extent required by applicable laws and regulations, the River Prime may provide information regarding the Affiliate's Commission to any governmental and/or judicial body/authority. RIVER PRIME does not collect any taxes on your behalf. Also, RIVER PRIME does not provide you with any tax advice and RIVER PRIME does not deal with any tax related issues. Please address any tax related concerns to Your tax advisor.
- 13.4 Notice.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered by e-mail to the Party to which the same is directed; (b) two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the respective addresses of the Parties as set forth on the Registration Page.
- 13.5 No Waiver.** The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.
- 13.6 Entire Agreement.** This Agreement, sets forth the entire agreement and understanding between the Parties and it supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein. No amendment or modification of any provision of this Agreement shall be valid unless set forth in writing.
- 13.7 Amendments.** RIVER PRIME may modify any of the terms of this Agreement at any time, upon its discretion. RIVER PRIME will upload such amended Agreement on its website, by indicating the date that the amended document will come into effect. The Affiliate undertakes the obligation to visit the website and to read the terms of the Agreement on a regular basis. In case where the Affiliate does not agree with the amended Agreement, they shall notify RIVER PRIME within seven (7) calendar days as of the date that the amended Agreement comes into effect. If otherwise, the terms of the amended contract will apply to the Affiliate.
- 13.8 Assignment.** All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and to their respective successors, assigns and legal representatives. The Affiliate shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations here-under, to any third party without RIVER PRIME's prior written consent.

14. Governing Law and Jurisdiction:

- 14.1** This Agreement, as well as any additional agreement (present and future) are executed in English and any other translated language, is made for your convenience only. In the event of any conflict or discrepancy between texts in English and their translation into any other language, the original versions in English shall prevail.
- 14.2** 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.
- 14.3**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.
- 14.4**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.
- 14.5**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.