



Money Manager Agreement

River prime Ltd- Suite 305, Griffith Corporate Centre, Beach Mont, P.O. Box 1510, Kingstown, Saint Vincent and the Grenadines, is incorporated in Saint Vincent and the Grenadines and regulated by the Financial Services Authority of Saint Vincent and the Grenadines under Number: 23007 IBC 2015.

1. Legal Information

- 1.1 River Prime (the “Company”)**, which is a company registered, licensed, and regulated pursuant to International Business Companies (IBC) Act of Saint Vincent and the Grenadines under the License No. 23007 IBC 2015 issued by Financial Services Authority; 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 Suite No. 305, Griffith Corporate Center, P.O. Box No. 1510, Kingstown, Saint Vincent and the Grenadines.
Website: www.riverprime.com
- 1.2** River Prime is an online financial instruments trading company that provides an online trading platform for the execution of transactions over the counter spot foreign exchange, forward foreign exchange, CFD commodities and CFD Index markets ("financial products").
- 1.3** The agreement is made between River Prime and the following Money Manager with:

NAME: _____

- 1.4** These are the terms and conditions that apply to the provision of Trading Signals as a Money Manager for the Copy Trading Services which is supported by River Prime.
- 1.4.1** WHEREAS, the Money Manager is in providing trading signals;
- 1.4.2** WHEREAS, certain customers of River Prime may wish to utilize the trading signals generated by the Money Manager;
- 1.4.3** WHEREAS, the Money Manager desires to receive compensation for providing River Prime's customers with access to trading signals generated by the Money Manager;
- 1.4.4** WHEREAS, the parties desire to memorialize their agreement regarding the compensation to be received by the Money as the result of River Prime's customers having access to trading signals generated by the Money Manager;
- 1.5** The Customer acknowledges that River Prime's official language is English.
- 1.6** If you have any objections to the terms and conditions stipulated hereto, do not use the abovementioned services in any way. Your access to and use of those services constitutes your acceptance to these Terms and Conditions and any other legal notices and statements contained. Please feel free to contact our customer support team for any clarifications before you continue at support@riverprime.com
- 1.7** NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, the receipt and sufficiency of which are hereby acknowledged, and other good and valuable consideration, the parties agree as follows:

2. Access to Trading Signals

The Money Manager has generated trading signals to be used in trading financial instruments. The Money Manager shall provide River Prime access to its trading signals for the purpose of trading customer accounts introduced by River Prime pursuant to such signals. The trading signals shall be provided to RIVER PRIME in the manner acceptable to River Prime.

3. Compensation

- 3.1** In consideration for providing River Prime with access to the trading signals generated by the Money Manager, River Prime agrees to pay the Money Manager a performance fee as listed on the Limited Power of Attorney signed by each of the Money Manager's clients holding trading accounts with River Prime. The remuneration paid to the Money Manager will constitute full payment for access to the trading signals generated by the Money Manager and can be executed by either River Prime or other affiliated entity. As a result, the Money Manager will not receive any additional benefits or compensation under this Agreement.
- 3.2** Money Manager's compensation is calculated on a monthly calendar basis. Payment requests can include accrued rebates and/or any performance fees listed on the Limited Power of Attorney signed by each of

the Money Manager's clients holding trading accounts with River Prime for only the previous month(s), up to the end of the calendar month prior to the request. For each specific calendar month that a Money Manager reaches a performance lower than the High Watermark, the Money Manager will not be compensated a performance fee. Total Monthly Performance includes unrealized PnL deriving from the end of month valuation of the Money Manager's open positions.

3.3 River Prime values the safety of its followers' capital as an utmost priority. For this reason, Money Managers who apply abusive trading behavior, introducing high risks to their followers, will be examined carefully and if deemed malicious, they will be refused compensation and may be banned from the River Prime services.

3.4 In order to avoid extremes, Money Managers are required to comply with a minimum set of guidelines that aim to reduce risks, such as No positions should be allowed to reach significant losses. The use of stop loss at reasonable values is mandatory to ensure followers' safety. A Money Manager's maximum total draw-down should not exceed their profit in pips (Max DD % should not be greater than 100%). This applies once there is an adequate record of provider's performance, e.g., once overall PnL exceeds 1000 pips.

Note that the above thresholds in pips are indicative for basic FX pairs. Please assume equivalent amounts for all CFDs instruments.

4. The Money Manager's Exempt Status

The Money Manager represents and warrants that it is exempt from registration as a Commodity Trading Advisor with the Commodity Futures Trading Commission and that it does not direct or guide any customer accounts or provide trading advice based on, or tailored to, the commodity or Forex interests or cash market positions or other circumstances or characteristics of any customer. The Money Manager further represents and warrants that it has obtained all required domestic and foreign governmental and regulatory licenses or registrations as may be necessary to carry out its obligations and duties under this Agreement, or is exempt from such registration or licensure.

5. Method of Performing Services

In performing the services set forth herein, the Money Manager shall comply fully at all times with all applicable laws, rules and regulations governing the trading of the financial instruments and any other governmental and self-regulatory regulatory authorities or organizations having jurisdiction over it.

6. Warranties

The Money Manager understands that River Prime respects proprietary rights and does not desire to acquire from the Money Manager any trade secrets or confidential information. The Money Manager represents and warrants to River Prime that: (a) it is not under any pre-existing obligation inconsistent with the terms of this Agreement; and (b) the services to be performed under this Agreement will be the Money Manager's original work, free and clear of any claims or encumbrances of any kind, and will not infringe any patent, copyright, trademark or other proprietary right or infringe upon a trade secret of any person or entity.

7. Promotional Material

The Money Manager agrees that it will not use or disseminate any promotional material referencing River Prime without obtaining River Prime's written permission. The Money Manager agrees that any promotional material its uses or disseminates promoting the System will be in compliance with River Prime's Terms and Conditions Governing the use of the River Prime MAM & PAMM Service and the Responsible Marketing Communications and Advertising Policy.

8. Disabling of Account

- 8.1** A Money Manager account is considered inactive if there is no trading activity for a certain period of time. All Money Manager Accounts that have been inactive for more than 3 months will be permanently suspended at River Prime's discretion. Especially for Money Manager Accounts linked with MT5 terminals, the permitted inactivity period is limited to 3 months.
- 8.2** River Prime may at its sole discretion disable Money Manager's account at any time for any of the following reasons: abuse of the system wherein the Money Manager sends large amounts of trades, suspicious activity regarding false personal identification or other reasons not described in this Agreement.

9. Termination

- 9.1** Either party may terminate this Agreement at any time without cause at any time by prior written notice to the non-terminating party of such termination.
- 9.2** In the event either party defaults in the performance of its obligations under this Agreement, the non-defaulting party may terminate this Agreement effective immediately upon the giving written notice of the default to the other party.
- 9.3** Termination of this Agreement, however caused, shall not release either party from any liability or responsibility to the other with respect to all terms, covenants and conditions contained herein, all of which shall survive the termination of this Agreement. In addition, the termination of this Agreement shall not affect any of the right or obligations of either party arising prior to or at the time of termination of this Agreement, or which may arise by any event causing the termination of this Agreement.

10. Indemnification

- 10.1** The Money Manager shall indemnify, hold harmless and defend RIVER PRIME, its principals, shareholders, officers, directors, employees, representatives, agents or affiliates from and against any and all losses, claims, damages and liabilities to which any person indemnified herein may become subject under any state, provincial or national law, any rule or regulation promulgated under any of such acts or laws, including those of any financial self-regulatory agency or organization, or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of, or are based upon:
- 10.1.1** A material breach by the Money Manager of this Agreement; or
- 10.1.2** A violation by the Money Manager of any applicable law, rule or regulation, if such actions constitute: (A) a violation by such person or entity of any applicable law, rule or regulation; or (B) gross negligence, bad faith, or Willful misconduct.
- 10.2** The Money Manager shall reimburse any and all persons indemnified herein for any legal or other expenses (including attorney's fees) reasonably incurred by any of them in connection with investigating or defending any action or claim covered by this indemnity.

11. Independent Contractor

For purposes of this Agreement, the Money Manager is an independent contractor, and not an employee of RIVER PRIME, nor shall anything herein be construed as making the Money Manager a partner or co-venture with RIVER PRIME or any of its affiliates or other clients. Except as provided in this Agreement, the Money Manager shall have no authority to bind, obligate or represent RIVER PRIME.

12. Laws, Regulations & Restrictions

- 12.1** 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.
- 12.2** 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 Saint Vincent and the Grenadines.
- 12.3** The courts of Saint Vincent and the Grenadines 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 Saint Vincent and the Grenadines.
- 12.4** 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.
- 12.5** 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 Saint Vincent and the Grenadines and/or the law of the place of service of process and/or the law of the jurisdiction in which the case is brought.

13. Amendment of Agreement

- 13.1** The Agreement, including any Appendices, may only be varied by a subsequent agreement in writing between the Parties.
- 13.2** Provided that in case of any amendment of the Law or other relevant legislation or legal instrument in Saint Vincent and the Grenadines or abroad which may affect the relationship between RIVER PRIME and the Client, RIVER PRIME may amend unilaterally the terms of the Agreement, provided it shall give to the Money Manager written notice in any manner it shall deem expedient.

14. Non-Exclusivity of Services

The Money Manager agrees and acknowledges that RIVER PRIME may come to agreement with various Money Managers including investment companies. The Money Manager agrees that RIVER PRIME may give advice and take action with respect to any of its other Money Managers which may differ from advice given, or the timing or nature of action taken, with respect to the account of the Money Manager, so long as it is RIVER PRIME's policy, to the extent practical, to allocate investment opportunities to the account of the Money Manager over a period of time on a fair and equitable basis relative to other Money Managers. Nothing in the Agreement shall be deemed to limit or restrict RIVER PRIME or any of its members, managers, agents or employees from buying, selling or trading in any securities or other assets for their own accounts, and the Money Manager acknowledges that RIVER PRIME, its members, managers, agents and employees, and other Money Managers of RIVER PRIME, may at any time acquire, increase, decrease or dispose of positions in Investments which are at the same time being acquired, held or disposed of for the account.

15. Confidentiality

- 15.1**The Parties shall have a duty of confidentiality with respect to their relationship hereunder during the term of this Agreement as well as after its termination. Such confidentiality shall cover all communication, documentation or other information exchanged during the course of such relationship.
- 15.2**RIVER PRIME shall have the right, without giving prior notice to the Money Manager, to disclose such details of the transactions of the Money Manager or such other details as RIVER PRIME may consider necessary in order to comply with applicable law, the requirements of any third person or other appropriate or regulating authority having the right to demand such disclosure or to comply with any obligation of RIVER PRIME to proceed to the said disclosure to any third person.
- 15.3**RIVER PRIME and the Money Manager agree to comply with the General Data Protection Regulation and to process personal information in accordance with such Law.

16. Notices

- 16.1**Subject to any specific provision to the contrary in this Agreement, any notice, orders, instructions, authorizations, requests or other communication which shall be given to RIVER PRIME by the Money Manager under the Agreement, shall be in writing and shall be dispatched to the address of RIVER PRIME as this is set out above or to any other address which may be designated from time to time to the Money Manager for this purpose and shall be valid when it is actually received by RIVER PRIME, provided this does not conflict and is not contrary to any term of the Agreement.
- 16.2**Subject to any specific provision to the contrary, any written notice or other communication of documents by RIVER PRIME to the Money Manager under the Agreement, shall be given by hand or dispatched by mail, fax or electronic mail (or in any other manner RIVER PRIME shall determine and notify the Money Manager accordingly) to the mail address or fax number referred or to the electronic mail address referred to in the Money Manager's Questionnaire and shall be deemed to have been given in case of communication by mail when delivered to the said address or as the case may be, 7 days after it has been mailed in an envelope addressed to the Money Manager at the said mail address or in case of communication by fax or electronic mail when such has been sent.

17. Force Majeure

RIVER PRIME shall not be deemed to have failed to respond to its obligations and shall have no liability for any loss or damage which the Money Manager may incur as a result of any total or partial failure, discontinuance or delay in the execution of the duties or obligations of RIVER PRIME under the Agreement or of any other person who acts as an intermediary or participates in the execution of the orders, caused by any act of God, fire, war, political upheaval, labor dispute, strike, governmental action, or any stock exchange or credit institution, discontinuance or suspension of the operation of the stock exchange market, failure of communication for any reason with market makers, non-operation of any computer transaction system, any other defect in or failure of transmission to communication facilities of any nature between RIVER PRIME and the Money Manager or any other party, suspension of the right of RIVER PRIME to provide partly or fully any Services in Saint Vincent and the Grenadines or in any other country or for any other reason beyond RIVER PRIME's control.

18. Assignment

- 18.1**The Agreement shall be personal to the Money Manager and the Money Manager shall not be entitled to assign or transfer any of his rights or obligations under the Agreement.
- 18.2**RIVER PRIME may at any time assign or transfer any of its rights or obligations under the Agreement as provided hereinabove.

19. Representations by RIVER PRIME

The Money Manager acknowledges that no representation has been made to him by or on behalf of RIVER PRIME which in any way induced or persuaded the Money Manager to enter into the Agreement.

20. Forbearance

Negligence, tolerance or forbearance on the part of any Party with respect to its rights under this Agreement shall in no way be deemed a silent or other waiver or abandonment of rights.

21. Partial Invalidity

If any provision of this Agreement shall be rendered invalid, illegal or non-enforceable it shall be deemed to be deleted to the extent necessary to rectify such invalidity, illegality or non-enforceability and all other provisions of the Agreement shall remain valid and enforceable.

22. Miscellaneous

22.1 This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assignment of the parties hereto; provided, however, that a party hereto may not assign any rights, obligations, or liabilities hereunder without the prior written consent of all other parties.

22.2 All notices required or desired to be delivered under this Agreement shall be in writing and shall be effective when delivered personally on the day delivered, or, when given by facsimile, electronic mail or registered mail, postage prepaid, return receipt requested, on the day of receipt, addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof) the contact details provided on the MAM registration form and stored in RIVER PRIME's system.

22.3 All captions used in this Agreement are for convenience only, are not a part hereof, and are not to be used in construing or interpreting any aspect hereof.

22.4 This Agreement may be executed in counterparts, each such counterpart to be deemed an original, but which all together shall constitute one and the same instrument.

22.5 This Agreement constitutes the entire agreement between the parties hereto with respect to the matters referred to herein, and no other agreement, verbal or otherwise, shall be binding among the parties unless it is in writing and signed by the party against whom enforcement is sought.

22.6 This Agreement may not be amended except by the express written consent of the parties hereto. No waiver of any provision of this Agreement may be implied from any course of dealing between or among any of the parties hereto or from any failure by any party hereto to assert its rights under this Agreement on any occasion or series of occasions.

22.7 The provisions of this Agreement shall survive the termination of this Agreement with respect to any matter arising while this Agreement was in effect.

22.8 Where the Money Manager shall be more than one person, the obligations of the Money Manager under this Agreement shall be joint and several and any reference to the Money Manager in this Agreement shall be interpreted as reference to any one or more of these persons. Any warning or notice given to any of such persons which constitute the Money Manager shall be deemed to have been given to all the persons constituting the Money Manager. Any order given by any of these persons which constitute the Money Manager shall be deemed to have been given by and on behalf of all the persons which constitute the Money Manager.

22.9 Any stamp duties payable with respect to the Agreement or any other documents required for the execution of transactions under the Agreement shall be borne by the Money Manager.

22.10 The Money Manager solemnly declares that:

- a. He has carefully read and has fully understood the whole content of this Agreement with which he absolutely and unreservedly agrees and that he accepts that he shall be fully bound by its terms,

- b. He has received a copy of the Agreement prior to the date of its signing and that he has had the opportunity to receive advice from a lawyer of his choice.

For and on behalf of the Money Manager	For and on behalf of RIVER PRIME
Full Name	Full Name Position
Date	Date
Signature	Signature