

Partnership Agreement

ELIBRI LTD.

Registered office: c/o ADCO Incorporated, #10 Manoel Street, Castries, Saint Lucia

<https://elibribroker.com/partners/introducing-brokers> | partners@elibribroker.com

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1. General Provisions

1.1. This Partnership Agreement (the "Agreement"), together with the applicable partnership legal documentation published on the Sites, in particular the Privacy Policy and the API Terms of Use, as amended from time to time, sets out the terms governing the relationship between Partners and/or Introducing Brokers (the "Partner(s)") and ELIBRI LTD. (the "Company").

2. Definitions

Access Data: the login, security credentials, passwords and two-factor authentication codes, as well as any API keys, tokens, secret access codes or similar credentials provided by the Company to enable, authenticate or secure access to, and operations within, the Partner Account and/or Partner Wallet(s).

Account: a unique trading account provided by the Company to a Client who has completed the account application procedure and has been approved by the Company.

Affiliated Entities / Affiliates: in relation to the Company, any entities that directly or indirectly control, are controlled by, or are under common control with the Company. The Company may publish on the Site(s) information about its Affiliates providing services related to trading in financial instruments to which the Partner may introduce clients.

Agreement: this Partnership Agreement.

API: an application programming interface that the Company may, at its sole and absolute discretion, make available to eligible Partners for programmatic access to, viewing of data in, or performance of operations within, the Partner Account and/or Partner Wallet(s).

API Keys/Token: unique credentials enabling programmatic access to or authentication in the Partner Account and/or Partner Wallet(s).

Attribution Restriction: any temporary restriction, suspension or blocking of the attribution of new clients in one or more Attribution Segments.

Attribution Segment: any combination of traffic characteristics defined by the Company for attribution, performance assessment or compliance enforcement purposes. Such characteristics may include, without limitation, country, platform (web or mobile), operating system, device type, media source, channel, campaign identifiers or any other traffic parameters. An Attribution Segment may be defined at any level of granularity, for example mobile traffic across all countries or traffic limited to specific countries and/or characteristics, and may be amended from time to time by the Company at its sole and absolute discretion.

Benchmark: a threshold indicator of traffic quality or conversion, including, without limitation, conversion to registration and/or first deposit, determined by the Company and communicated to the Partner in writing. It may vary by country, traffic type, platform, operating system or media source and may be amended from time to time by the Company upon notice to the Partner. For the avoidance of doubt, a Benchmark may be established in relation to any characteristic or combination of characteristics of the Partner's traffic for which the relevant indicator can reasonably be defined, quantified and measured.

Benefit(s): any monetary and/or other incentives individually agreed in writing between the Company and the Partner.

Business Day: any day other than Saturday, Sunday, 25 December, 1 January or other international public holidays announced on the Company's Site.

Client: any natural or legal person residing and/or located in the Territory with whom the Company or any of its Affiliates has entered into a Client Agreement.

Client Agreement: an agreement between the Company or any of its Affiliates and a Client for the provision of services related to trading in financial instruments offered by the Company or any of its Affiliates.

Company: ELIBRI LTD, a company registered in Saint Lucia under registration number 2026-00305.

Confidential Information: has the meaning set out in clause 9.1.

Copy Trading: has the meaning set out in the Client Agreement.

Custom Indicator(s): any indicators, scripts, formulas, algorithms, models, tools or analytical functions that the Partner creates, configures, uploads, modifies, transforms, publishes or otherwise develops using the Company's platform and that are displayed together with market data, including charts and quote feeds.

Discloser: the party that discloses or makes available Confidential Information, directly or through its Representatives, to the Recipient or its Representatives.

Introduced Client: any natural or legal person residing and/or located in the Territory whom the Partner has introduced to the Company and/or any of its Affiliates through the Partner Link and with whom the Company and/or any of its Affiliates has entered into a Client Agreement.

Investor(s): has the meaning set out in the Client Agreement.

Law(s): any law, treaty, resolution, rule, regulation, directive, decision, circular, permit, order, court order, injunction, judgment, decree, code or other legally binding requirement of any regulatory and/or governmental authority that may be in force and applicable to the Company and/or its Affiliates at the relevant time.

Non-Active Introduced Client: any Introduced Client residing and/or located in the Territory who has had no activity in their Personal Area with the Company or its Affiliates for ninety (90) days, namely no trading transactions or deposits on any of their Accounts with the Company or any of its Affiliates.

Partner: a natural person over eighteen (18) years of age or a legal person approved by the Company to introduce Prospective Clients to the Company and/or its Affiliates under the terms of this Agreement.

Partner Account / Partner Personal Area: the digital interface and personal space provided by the Company to the Partner for managing client introduction activities, accessing Promotional Material, creating Partner Links, viewing performance reports and monitoring the Partner Wallet(s).

Partner Wallet(s): a unique financial account provided to the Partner and linked to a specific Partner Link through a unique partner code, used for receiving, holding, recording, paying, transferring or withdrawing and transferring Partner Commission from Introduced Clients attributed through the Partner Link.

Partner Commission: the amount payable to the Partner under clause 5 of this Agreement.

Partner Link: a unique link provided by the Company to the Partner to identify the Partner's activities and the Clients introduced by the Partner to the Company and/or its Affiliates.

Partner Site: websites and social media pages operated and/or owned by the Partner and/or Referral Agent for the purpose of introducing Prospective Clients to the Company and/or its Affiliates.

Personal Area: the Client's personal space on the Site(s) of the Company or its Affiliates.

Promotional Material: any material provided by the Company and/or its Affiliates to the Partner and used by the Partner to promote any activity relating to the Company and/or its Affiliates or the Site(s) for the purposes of this Agreement, including, without limitation, written texts, educational materials, advertisements, newsletters, logos, banners, advertising links, etc.

Prospective Client: any natural or legal person residing and/or located in the Territory whom the Partner has introduced to the Company and/or its Affiliates before a Client Agreement is entered into with the Company and/or its Affiliates.

Recipient: the party receiving Confidential Information, directly or indirectly through its Representatives, from the Discloser or its Representatives.

Referral Agent: a natural or legal person associated with and/or appointed by the Partner to introduce Prospective Clients to the Company and/or its Affiliates through the Partner Link of the main Partner with whom the Company and/or its Affiliates has entered into a Partnership Agreement.

Referral Agent Commission: the amount payable by the Partner to the Referral Agent under clause 20.3 of this Agreement.

Representative(s): in relation to a particular party, its (i) Affiliates, (ii) officers, directors and employees, (iii) lawyers, accountants and financial advisers, and (iv) the officers, directors and employees of that party's Affiliates. Each must be legally bound to observe and perform the obligations of the relevant party and to keep and process the Discloser's Confidential Information received under this Agreement in accordance with its terms.

Site(s): includes, without limitation, the website <https://elibribroker.com/partners/introducing-brokers>, which the Company will use to communicate with the Partner from time to time, or any other website or subdomain that the Company may maintain at the relevant time and notify to the Partner, as well as any APIs, infrastructure, servers or data feeds providing direct, automated or programmatic access to the information, data and functionality of the Partner Account.

Strategy Provider(s): has the meaning set out in the Client Agreement.

Subpartner: any natural or legal person whom the Partner has introduced to the Company and/or any of its Affiliates through the Partner Link and with whom the Company and/or its Affiliates has entered into a Partnership Agreement.

Territory: the country or territories specified in this Agreement and/or those permitted by the Company from time to time at its sole discretion (GEO Target).

3. Rights and Obligations of Partners

3.1. In order for a natural or legal person to become a Partner, the applicant must complete the relevant application procedure. The Company may, at its discretion, accept or reject an applicant as a Partner or request additional information and/or documents for further consideration.

3.2. Following approval of the Partner's application and acceptance of this Agreement, the Company grants the Partner a non-exclusive, non-transferable right to refer Prospective Clients to the Site and/or the Sites of its Affiliates, if different, under the terms of this Agreement. The Company provides the Partner with a Partner Link associated with the Site(s).

3.3. The Partner grants the Company a non-exclusive, non-transferable right to use the Partner's name and/or trademark free of charge for the term of this Agreement to enable the Company to perform its obligations under it.

3.4. The Partner shall:

A. Act in good faith and refrain from making false and/or misleading statements or representations about the Company and/or its Affiliates or their services where the Partner knows or ought reasonably to know that such statements may in any way harm or discredit the business or reputation of the Company and/or its Affiliates or any persons associated with them.

B. Cooperate with the Company in handling complaints from Clients introduced by the Partner.

C. Cooperate with the Company and promptly provide any documents and/or evidence requested by it in connection with the Partner's relationships with Clients that affect the Company in any way.

D. Not knowingly do or permit any act, deed or other circumstance that the Partner knows or ought reasonably to know may cause the Company to breach the provisions of the Client Agreement between the Company and/or its Affiliates and Clients or the provisions of applicable legislation.

E. Cooperate with the Company and promptly provide any information and/or documents requested by it.

F. Perform its obligations under this Agreement and otherwise conduct its business and affairs in accordance with professional and ethical standards generally recognised as best practice, applicable Laws or regulations and the API Terms of Use. The Partner must keep all Access Data secure and strictly confidential, prevent the Company from breaching reasonably expected standards of conduct, and comply with all applicable Laws, rules and requirements. The Partner must not take any action that would cause the Company and/or its Affiliates to fail to comply with standards of conduct reasonably expected of persons in their position. The Partner must comply with all Laws, rules and requirements applicable to it, the Company and/or its Affiliate and promptly notify the Company of any complaints, regulatory investigations, disciplinary measures or other circumstances that may materially affect the Partner's ability to provide the services contemplated by this Agreement in accordance with applicable legislation.

G. Provide the Company with all necessary information and documents concerning the services provided under this Agreement.

H. Immediately notify the Company in writing of any actual or potential breach of such legal or regulatory requirements. The Company may assume that any necessary authorisation, licence and/or consent remains in force until the Partner notifies it otherwise in writing.

I. Immediately notify the Company in writing if any judgment, order or disciplinary sanction has been or is expected to be made against the Partner, or if any other action has been taken or claim brought against it, including any ongoing legal proceedings relating to its activities under applicable legislation, which, in the Company's reasonable opinion, has or may have a material adverse effect on the reputation or financial position of the Company and/or its Affiliates.

J. Indemnify the Company for any losses or liabilities incurred by the Company and/or its Affiliates as a result of the Partner's breach of legal or regulatory requirements or arising out of or in connection with the Partner's actions during the term of the Agreement and after its termination.

K. Resolve directly with the Prospective Client and/or Introduced Client any disputes and/or disagreements arising between them and the Partner in accordance with clauses 15.5 and 15.6.

L. The Partner acknowledges and agrees that it must at all times comply with any applicable content requirements, guidelines, policies and/or codes of ethics that the Company publishes or otherwise makes available on its Website from time to time.

3.5. The Partner is prohibited from:

A. Contacting or otherwise interacting with Prospective Clients and/or Introduced Clients without the Company's prior specific consent. Even where the Company has given such consent, any communication between the Partner and a Prospective Client and/or Introduced Client is not an official communication on behalf of the Company.

B. Accepting funds from Prospective Clients and/or Introduced Clients on behalf of or for the benefit of the Company and/or its Affiliates, or trading on behalf of Introduced Clients.

C. Modifying any documents, including the legal documents of the Company and/or its Affiliates and/or any Promotional Material, or, without the Company's express written consent, accessing, collecting, scraping, extracting, storing, transmitting, distributing or reselling the Company's partner analytics, performance metrics, client attribution data or remuneration schemes other than for monitoring its own genuine partnership activities under this Agreement.

D. Making any statements or giving any guarantees concerning the Company and/or its Affiliates other than those authorised by the Company.

E. In its capacity as a Partner, assuming any obligations on behalf of the Company and/or its Affiliates, providing security in any form or offering credit on their behalf, or accepting or entering into agreements binding on the Company and/or its Affiliates.

F. Interfering with, obstructing or attempting to influence in any way the trading decisions and/or trading activities of Introduced Clients, including, without limitation, providing investment advice, portfolio management or trading recommendations.

G. Requesting access to, attempting to obtain access to and/or having access to an Introduced Client's Accounts, or improperly using APIs, programmatic commands or automated scripts to manipulate, abuse or overload any of the Company's platforms, features or systems, including, without limitation, the Autorebates System, Partner Link attribution, commission calculation mechanisms, operations in the Partner Account and/or Partner Wallet, or to circumvent the Company's rate limits or security controls.

3.6. The Partner agrees that, if an Introduced Client requests to be unlinked from a particular Partner and/or linked to another Partner, the Company and/or its Affiliates may, at their sole and absolute discretion, comply with that request and cease paying Partner Commission to the previously associated Partner in respect of that Introduced Client.

3.7. The Partner agrees that, in the event of a breach of this Agreement, the Company may, at its sole and absolute discretion, unlink Introduced Clients from a particular Partner and cease paying Partner Commission to the previously associated Partner in respect of those Introduced Clients.

3.8. The Company may, at its sole and absolute discretion, provide selected Partners with access to the API and the corresponding Access Data. The Partner acknowledges and agrees that this Agreement does not grant it an automatic right of access to the API. The Company reserves the unconditional right at any time to deny, restrict, suspend or revoke any Partner's access to the API or Access Data, with or without prior notice and without giving a reason.

4. Rights and Obligations of the Company

4.1. The Company and/or its Affiliates reserve the right to refuse to register as a Client any Prospective Client introduced by the Partner.

4.2. The Company and/or its Affiliates are the sole and exclusive owners of any personal data disclosed by and/or relating to Introduced Clients.

4.3. The Company may cancel payment of Partner Commission for any Non-Active Introduced Client and terminate that client's attribution to a particular Partner.

4.4. The Company may amend the Territory from time to time at its sole discretion.

4.5. The Company and/or its Affiliates may monitor the Partner Site and require any amendments they consider necessary. The Partner must comply with such requirements.

4.6. The Company shall:

A. Perform its obligations under this Agreement in good faith.

B. Retain information on all transactions of Introduced Clients for as long as may reasonably be necessary for the purposes of this Agreement.

C. Pay Partner Commission for Introduced Clients, except where:

a. The Client and the Partner are the same natural or legal person.

b. The Partner breaches the terms of this Agreement.

c. One of the reasons set out in clause 5.8 below applies.

5. Payment of Partner Commission

5.1. For the services provided under this Agreement, the Partner receives Partner Commission on terms agreed in advance in writing between the Company and the Partner, including in a separate commercial addendum or commission schedule.

5.2. The amount, basis and method of calculation, applicable Clients, account types and financial instruments, currency, minimum threshold, frequency and procedure for payment of Partner Commission are determined by individually agreed written terms.

5.3. The method of calculating Partner Commission and the list of transactions for which it accrues are determined exclusively by individually agreed written terms.

5.4. Credits, bonuses and other adjustments are taken into account only where expressly provided for in individually agreed written terms.

5.5. Partner Commission for Introduced Clients at the first and/or subsequent levels is payable only where, and on the terms, expressly provided for in individually agreed written terms.

5.6. The Company reserves the right to reduce Partner Commission and/or Benefits if the cost of hedging risks associated with the transactions of one or more Introduced Clients increases.

5.7. If the Company has reasonable grounds to suspect that the Partner is engaging in self-referral activity, namely receiving Partner Commission from trading transactions on Accounts that, according to direct or indirect evidence, are controlled by the Partner, the Company may reduce Partner Commission down to 0%, and any Benefits may be withdrawn and/or cancelled. Such activity includes, without limitation, the use by the Partner and a registered Client of at least two matching IP addresses.

5.8. Payment of Partner Commission and/or Benefits may be delayed and/or amended on a case-by-case basis, withheld, annulled/cancelled or suspended in the following circumstances:

- A. If the Company, at its sole discretion, considers the Partner Wallet or any other Account managed or controlled by the Partner, or any of its attributed Introduced Clients, to be suspicious.
- B. If the Company, at its sole discretion, determines that Partner Commission has been obtained from activity directly or indirectly related to fraudulent acts, abuse, unlawful or misleading practices.
- C. An Introduced Client engages in abusive activity for the purpose of generating Partner Commission.
- D. If the Partner Wallet, any Account in the Partner's name or an Account of an Introduced Client introduced by the Partner is blocked or archived in accordance with the sections of this Agreement or the sections entitled "Temporary Blocking of a Client Account" and "Inactive and Dormant Client Accounts" of the Client Agreement and General Business Terms between the Company and the Client, if applicable. This subclause applies throughout the period during which the Partner Wallet and/or any Account in the Partner's name or belonging to an associated Introduced Client remains archived and/or blocked.
- E. The results of an Introduced Client's trades are cancelled because the trades were executed at non-market quotes.
- F. If the balance of an Introduced Client's Account consists exclusively of credits/bonuses.
- G. An Introduced Client is not eligible to be a Client of the Company under its internal policies and procedures and/or applicable Laws.
- H. The Partner and/or Introduced Client has failed to comply with the Company's requests relating to due diligence and/or Know Your Customer (KYC), Know Your Business (KYB) and/or similar requirements.
- I. If the Company, at its sole discretion, determines that the Partner has breached any provision of this Agreement and/or committed any act and/or omission in breach of Laws and/or regulations.
- J. Where applicable, the Partner Commission relates to trading on Copy Trading accounts.
- K. Where applicable, an Introduced Client trades on account types or in instruments for which Partner Commission does not accrue.
- L. If either party has given notice of termination of this Agreement in accordance with clause 10 below. Any withdrawal and/or cancellation of such notice does not affect the foregoing provisions.
- M. If an Introduced Client closes a position using the "Close-By" function (closing by an opposite position) and/or a similar operation, function and/or tool, Partner Commission is calculated and paid only on the original trade. No Partner Commission is provided for the opposite trade executed as part of "Close-By" and/or any other similar operation, function and/or tool.
- N. If the Partner's performance in any Attribution Segment falls below the applicable Benchmark and an Attribution Restriction is imposed.
- O. In the event of a technical issue, malfunction, error, circumvention of rate limits, system overload or failure in the Personal Area and/or Partner Account, Partner Wallet, trading platform or API as a result of which an Introduced Client and/or Partner directly or indirectly obtains income, Partner Commission and/or a Benefit.

P. If the Partner is credited with commission or a standard fee under another arrangement with the Company or any of its Affiliates.

Q. If Partner Commission is obtained directly or indirectly through manipulation, misuse or abusive exploitation of the Partner Account, Partner Wallet, Autorebates System, Partner Link attribution or commission calculation mechanisms, whether manually, programmatically or through an API, API keys or tokens.

R. If the Partner or an Introduced Client generates trading volume, attributions or commissions through manual intervention, automated scripts, bots, software or programmatic commands that breach any provision of this Agreement and/or the API Terms of Use.

5.9. Following the removal of restrictions on an Introduced Client's Account, payment of Partner Commission and/or Benefits to the Partner resumes. The Partner is not entitled to receive any Commission and/or Benefit for the period during which the Introduced Client's Account was restricted.

5.10. The amount and methods of calculating Partner Commission, as well as the procedure for amending them, are determined by individually agreed written terms. Information about amendments is sent to the Partner in writing in accordance with the procedure established by those terms.

5.11. Partner Commission and/or Benefit(s) are paid by the method specified in the individually agreed written terms and approved by the Company.

5.12. The Partner shall pay all taxes, money transfer fees, currency conversion fees and other mandatory charges, unless otherwise agreed with the Company and recorded in a separate document.

6. Use of Promotional Material

6.1. To provide the services contemplated by the Agreement, the Partner must use only Promotional Material provided and approved by the Company. Any other material created by the Partner and used for advertising, including, without limitation, advertising creatives, landing pages, domains, emails and other material, must be submitted to the Company for prior approval before launch.

6.2. Any Promotional Material created and/or provided by the Company and used by the Partner is the exclusive property of the Company and may not be used by the Partner for purposes outside this Agreement without the Company's prior written consent.

6.3. The Company may require the Partner to refrain from placing Promotional Material or any part thereof in certain jurisdictions notified by the Company to the Partner. The parties also agree that the Company always reserves the right to limit the extent of the Partner's promotion, distribution or publication of Promotional Material, and the Partner must immediately comply with the relevant instructions.

7. Restrictions on Promotion

7.1. The Company and/or its Affiliates own trademarks registered and protected worldwide, including, without limitation, "Elibri" and the "Elibri logo". Partners acknowledge that they are prohibited from registering any kind of business whose name incorporates the trademarks of the Company and/or its Affiliates.

7.2. The Company may grant the Partner a revocable, non-exclusive, non-transferable, non-assignable and non-sublicensable right to use and display the Company's name, trademark

and Promotional Material on the Partner Site free of charge during the term of this Agreement for the performance of the Partner's obligations under it, subject to the following conditions:

A. The Partner uses the Company's name, trademark and Promotional Material to advertise the services of the Company and/or its Affiliates on its website solely for the purpose of placing a link from the Partner Site to the Site and performing its obligations under this Agreement.

B. The Partner must not question or challenge the Company's rights to its name and trademark.

C. The Partner must not take any action that the Company may consider detrimental to its goodwill, image or trademark.

D. The Partner shall comply with the provisions of all applicable legislation and generally accepted business practices concerning the protection of intellectual property rights and cooperate with the Company in protecting such rights.

E. The Partner shall notify the Company in writing of all challenges to or infringements of its rights to its name and trademark of which the Partner becomes aware.

7.3. The Partner is prohibited from using the trademark of the Company and/or its Affiliates in any paid search advertising, whether in the advertisement text, advertising copy or display URLs, without the prior written approval of the Company and/or its Affiliates.

7.4. The Partner is prohibited from using the trademark of the Company and/or its Affiliates in paid media advertising copy to advertise on behalf of the Company without the written approval of the Company and/or its Affiliates.

7.5. The Partner acknowledges that the Company holds all rights to its intellectual property and that all intangible assets associated with the name and trademark of the Company and/or its Affiliates and created as a result of the performance of this Agreement or otherwise are the property of the Company.

7.6. The Company may, at any time, at its absolute discretion and without giving reasons, revoke the non-exclusive, non-transferable right to use the name, trademark and Promotional Material of the Company and/or its Affiliates free of charge.

7.7. The Partner shall:

A. Display on the Partner Site specific warnings and disclaimers relating to the provision of particular services by the Company and/or its Affiliates.

B. Add all words relating to the Company's brand as negative keywords in all paid search campaigns to avoid issues associated with broad matching of search queries.

C. Clearly disclose the nature of the relationship between the Partner and the Company, including its Affiliates where applicable, in any material the Partner creates or uses anywhere, including blogs, posts and news sites. Both non-financial and financial relationships shall be disclosed where necessary.

D. Follow and comply with the Company's advertising guidelines for Partners, as provided to the Partner from time to time at the Company's sole and absolute discretion.

7.8. The Partner and/or any of its Affiliates are prohibited, directly or indirectly, from:

A. Without the Company's prior written consent, registering or using domains, subdomains, keywords, search queries or other identifiers containing the trademark(s) of the Company and/or its Affiliates (part of the Company's name), the Company's trade names, its name or any words or images in any language that are confusingly similar to any of the foregoing.

- B. Bidding on or purchasing internet placement rights for a similar domain name, any part thereof or a similar designation by any means as part of their advertising and/or promotion, including, without limitation, internet and web advertising.
- C. Including a similar domain name or any part thereof, similar variants, translations or misspellings in the meta tags of any website's code, including the meta title, meta keywords and meta description.
- D. Directly or indirectly purchasing, obtaining or using any keywords on third-party platforms to redirect traffic to a similar domain name.
- E. Purchasing a similar domain name, any part thereof, variants, translations or misspellings for use in text links, banner advertisements, pop-up advertisements or any other type of advertising that may be associated with a keyword campaign.
- F. Using false advertising or, generally, false and/or fraudulent methods to attract new Clients online, exploit a search engine and mislead its users, including, without limitation, using the Company's Site URL with a Partner Link in contextual advertising systems and knowingly deceptive redirection of users to another website on the internet.
- G. Directing traffic through automatic redirects on a website page.
- H. Using advertising fraud, including, without limitation, impression, click, conversion and data fraud, as well as fraudulent traffic sources, including botnets, toolbars, click farms and other methods of obtaining automated/fraudulent traffic, such as automated bots and supercookies.
- I. Using questionable traffic sources, including, without limitation, parked domains, error pages, content concerning minors, death and tragedies, sexually provocative content and violent content.
- J. Publishing advertising information on websites containing material or links to sites that breach the Law, industry standards, ethics or morality.
- K. Publishing advertisements containing inaccurate information about the services offered or omissions regarding the requirements to disclose risks to a Prospective Client.
- L. Using malware with pop-up advertising or sending advertising messages to email addresses without consent to receive such communications.
- M. Purchasing keywords containing Elibri and/or misspellings of that name in pay-per-click search engines to direct traffic to the Partner's own website.
- N. Acquiring trademarks containing the word "Elibri" in any language.
- O. Bidding on or appearing in search results for misspellings or variations of "Elibri" branded search queries.

7.9. The Partner assumes full responsibility for any legal representation and payment of all related fees, costs, expenses and fines in connection with any disputes, claims, actions or proceedings relating to the intellectual property rights of the Company and/or its Affiliates that arise directly or indirectly from the Partner's activities, negligence, wilful default, fraud or breach of any of its obligations under this Agreement.

8. Personal Data Protection

8.1. In performing its obligations under this Agreement, the Partner shall comply with all provisions of applicable Laws and regulations on personal data protection.

8.2. The Partner assumes full responsibility for payment of any fines and/or compensation to the Company and/or its Affiliates for any losses arising from the Partner's breach of the provisions of data protection Law. The Partner shall indemnify and hold harmless the Company and/or its Affiliates, including their directors, officers, employees, shareholders and owners, against any claims, demands, liabilities, losses, damages, judgments, settlements, costs, fines and expenses to the extent that they arise from a breach of this Agreement and/or are based on claims against the Company caused by the Partner's activities, negligence, wilful default, fraud or breach of any of its obligations under this Agreement.

8.3. We collect, use, store and otherwise process personal information about the Partner in accordance with the Privacy Policy, as amended from time to time and available on the Company's website.

8.4. The Company may disclose to the Partner details of an Introduced Client's transactions, the status of their registration and onboarding procedures, and other related information necessary to calculate Partner Commission, only to the extent that the Introduced Client authorises the Company to do so through the Client Agreement. However, the Company does not disclose an Introduced Client's contact or personal details without their permission, including where the Introduced Client selects features allowing such information to be shared or gives consent, or where otherwise permitted or required by the relevant legal notice or other applicable document, through the Introduced Client's Personal Area or otherwise. The Partner shall also comply with the contents of the Legal Notice on Personal Data Sharing available in its personal area and shall not use APIs or automated scripts to scrape, bulk download, extract or transfer Introduced Clients' data beyond what is strictly necessary to monitor commission metrics under this Agreement.

9. Confidentiality

9.1. Confidential Information means all confidential information relating to the service that the Discloser, its Representatives, any of its affiliates or their Representatives disclose or make available, directly or indirectly, to the Recipient, its Representatives, its affiliates or their Representatives before, on or after the date of this Agreement. Such information includes:

- (a) the fact that discussions and negotiations concerning the service are taking place and the status of such discussions and negotiations;
 - (b) the existence and terms of this Agreement;
 - (c) all confidential or proprietary information concerning:
 - (i) the business, affairs, customers, employees, clients, suppliers, plans, intentions or market opportunities of the Discloser or any of its affiliates;
 - (ii) the operations, processes, product information, know-how, technical information, developments, trade secrets or software of the Discloser or any of its affiliates;
 - (d) any information, findings, data or analysis derived from Confidential Information;
 - (e) any other information identified as confidential or proprietary to the relevant party;
- but does not include the information specified in clause 9.2.

9.2. Information is not Confidential Information if:

- (a) it is or becomes publicly available other than as a result of its direct or indirect disclosure by the Recipient, its Representatives, any of its affiliates or their Representatives in breach of this Agreement. However, any compilation of publicly available information in a form not known to the general public shall remain Confidential Information;

(b) it was available to the Recipient on a non-confidential basis before disclosure by the Discloser;

(c) it was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a duty of confidentiality in respect of that information;

(d) it was lawfully in the Recipient's possession before disclosure by the Discloser;

(e) it is developed by or for the Recipient independently of the information disclosed by the Discloser; or

(f) the parties have agreed in writing that the information is not confidential.

9.3. In consideration of the Discloser providing Confidential Information, the Recipient undertakes to the Discloser to:

(a) keep the Confidential Information secret and confidential;

(b) not use or exploit the Confidential Information in any way except for the provision of the service;

(c) not disclose or make available, directly or indirectly, the Confidential Information in whole or in part to any person except as expressly permitted by, and in accordance with, this Agreement;

(d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the provision of the service. Any such copies, written records and recordings shall be the property of the Discloser.

The Recipient must establish and maintain appropriate security measures, including any reasonable measures proposed by the Discloser from time to time, to protect the Confidential Information against unauthorised access or use.

9.4. Disclosure to Representatives

(a) The Recipient may disclose Confidential Information to its Representatives, any of its affiliates or their Representatives provided that it:

(i) informs such Representatives, affiliates or their Representatives of the confidential nature of the information before disclosure;

(ii) ensures that they comply with the confidentiality obligations set out in clause 9.3 as if they were the Recipient.

(b) The Recipient is responsible for the acts or omissions of its Representatives, any of its affiliates or their Representatives in relation to Confidential Information as if they were its own acts or omissions.

9.5. Mandatory Disclosure

9.5.1. Subject to the provisions of this clause, a party may disclose Confidential Information to the minimum extent required by:

(a) an order of any court of competent jurisdiction, regulatory, judicial, governmental or similar body, or competent tax authority;

(b) the rules of any listing authority or stock exchange on which its shares or those of any of its affiliates are listed or traded; or

(c) the Laws or regulations of any country to which its activities are subject or to which the activities of any of its affiliates are subject.

(i) Before disclosing Confidential Information under clause 9.5, a party shall, to the extent permitted by Law, use all reasonable endeavours to notify the other party of such disclosure as early as possible. Where notice of disclosure is not prohibited and is given under clause 9.5 (i), the party disclosing the information must take into account the other party's reasonable requests concerning the content of the information to be disclosed.

(ii) If a party is unable to notify the other party before disclosing Confidential Information under clause 9.5, it shall, to the extent permitted by Law, inform the other party of all circumstances of the disclosure and the information disclosed as soon as reasonably practicable after disclosure.

9.6. Return or Destruction of Confidential Information

9.6.1. If the Discloser makes a written request to the Recipient at any time, the Recipient must:

(a) destroy or return to the Discloser all documents and materials, and any copies thereof, that contain, reflect, incorporate or are based on the Discloser's Confidential Information;

(b) delete all of the Discloser's Confidential Information from the computer and communications systems and devices it uses or on which such information is stored electronically;

(c) delete all of the Discloser's Confidential Information stored electronically in data storage systems and services provided by third parties;

(d) confirm in writing to the Discloser that it has complied with the requirements of this clause 9.6.1.

(i) Nothing in clause 9.6.1 requires the Recipient to return or destroy documents and materials containing or based on the Discloser's Confidential Information if the Recipient is required to retain them under applicable Law, to comply with the requirements of a competent regulatory authority, or under the rules of a listing authority or stock exchange to which it is subject. The provisions of this Agreement continue to apply to any documents and materials retained by the Recipient under this clause 9.6.1 (i).

10. Restrictions, Amendments and Termination

10.1. The Company may, at its discretion, impose restrictions on the operation of the Partner Account and/or Partner Wallet(s) and/or temporarily or permanently deactivate, restrict, suspend, revoke or delete any or all Access Data for any of the following reasons:

A. Where the Partner is suspected of involvement in unlawful/fraudulent transactions.

B. Where the Partner is suspected of breaching the terms of this Agreement and/or the API Terms of Use or the terms of the Client Agreement between the Company and the Partner in its capacity as a Client, or any other document entered into between the Partner in its capacity as a Client and the Company.

If the Partner is also a Client of the Company and any of the above circumstances arises, the Company may also restrict the operation of any Accounts in the Partner's name.

10.2. If the Partner's performance in any Attribution Segment falls below the applicable Benchmark communicated by the Company in writing, the Company may impose an Attribution Restriction for that Segment. Before imposing the restriction, the Company must notify the Partner in writing and may provide a reasonable grace period of at least twenty-four (24) hours to restore performance. During an Attribution Restriction, the attribution of new clients in the affected Attribution Segment may be suspended, redirected or otherwise restricted until performance is restored to or above the Benchmark. Attribution Restrictions

do not affect Partner Commission accrued before the effective date of the restriction. The Company must retain records supporting the Benchmark calculations and Attribution Segment performance assessments and provide them to the Partner upon reasonable request. This clause does not limit the Company's existing rights to suspend payments, refuse attribution or terminate this Agreement.

10.3. Without prejudice to any other rights of the Company in relation to the relevant subject matter, the Company may impose an Attribution Restriction without prior notice for any breach by the Partner of the Agreement and/or the API Terms of Use.

10.4. The Company may amend the terms of this Agreement at any time with immediate effect and without prior notice to Partners.

10.5. The Company may terminate the Agreement and the Partner's status with immediate effect for any of the following reasons:

- A. The Partner breaches the terms of the Agreement or the API Terms of Use; or
- B. The Partner is also a Client of the Company and breaches any term of the Client Agreement between the Company and the Partner in its capacity as a Client, or of any other document entered into with the Partner in its capacity as a Client of the Company; or
- C. The Company has reason to believe that the Partner is making insufficient efforts to promote the Company's services; or
- D. Any Introduced Client conducts suspicious transactions and/or engages in abusive trading and/or breaches the Client Agreement, as determined by the Company at its sole and absolute discretion; or
- E. The Company has reason to believe that the Partner has committed any unlawful acts or omissions; or
- F. The Company has reason to believe that the Partner has taken and/or is taking actions that may harm the Company's goodwill, image or trademark; or
- G. The Company suspects that the Partner is transferring personal data and/or personal information in breach of the Company's privacy policies, this Agreement and/or the personal data sharing clause; or
- H. The Partner manipulates, misuses or overloads the Partner Account, Partner Wallet or API, improperly uses manual or programmatic commands, circumvents system restrictions or rate limits, or allows Access Data to be compromised.

If the Partner is also a Client of the Company and any of the above circumstances arises, the Company may also terminate the Client Agreement between the Company and the Partner in its capacity as a Client with immediate effect.

10.6. The Company may terminate the Agreement without giving a reason by providing the Partner with five (5) days' written notice.

10.7. Upon termination of the Agreement and the Partner's status, the Company pays Partner Commission for all Introduced Clients actually introduced before notice of termination of this Agreement, up to the date of its termination, except as expressly provided in this Agreement. The Partner is not entitled to receive Partner Commission from any Introduced Clients introduced after the date of notice of termination and before the date of actual termination. The Company may reduce Partner Commission down to 0% from the date of notice of termination of this Agreement. Any withdrawal and/or cancellation of such notice does not affect the foregoing provisions.

10.8. Termination of the Partner's status does not prevent the Company from subsequently entering into or maintaining contractual relationships with Introduced Clients introduced by the Partner.

10.9. Following termination of the Partner's status, the Partner is no longer permitted to use the Company's name and trademark and must return all Promotional Material to the Company.

10.10. After the date of termination of this Agreement, the Company may, at its discretion, charge any Partner Wallet a fee for handling matters relating to that Partner Wallet after termination of the Agreement (the "Termination Handling Fee"), on the following terms:

A. The Termination Handling Fee is a one-off amount of up to ten US dollars (USD 10.00) or its equivalent, depending on the currency of the Partner Wallet. The Company reserves the right to amend the maximum amount of this one-off fee at any time after termination if it considers this necessary.

B. The Termination Handling Fee is not charged if the total available balance of the Partner Wallet exceeds the amount of the fee. The Company reserves the right to charge this fee to any Partner Wallet in each Partner's personal area. However, the aggregate Termination Handling Fee across all Partner Wallets in one Partner's personal area must not exceed ten US dollars (USD 10.00).

C. The Termination Handling Fee applies if the Partner has not withdrawn the remaining balance after expiry of the notice period for termination of the Agreement (the "Termination Notice").

D. The Company reserves the right, at its discretion, to apply the Termination Handling Fee at any time after termination of the Agreement.

10.11. The Partner may terminate the Agreement by sending written notice to the Company at partners@elibribroker.com.

10.12. If Partners are also Clients of the Company and terminate their Client Agreements with it, including the relevant trading Accounts registered with the Company, the Company also simultaneously terminates the Partnership Agreement with such Partners, including the relevant Partner Wallets, with immediate effect or no later than five (5) calendar days after such notice of termination.

11. Indemnification

11.1. The Partner agrees to indemnify and hold harmless the Company and/or its Affiliates, directors, officers, authorised representatives, employees and affiliated persons against any liability, claims, demands, proceedings, costs, losses, expenses, including legal expenses, and penalties/fines, including in connection with intellectual property rights, compromise of Access Data or breaches of security and confidentiality, directly or indirectly incurred by them as a result of the Partner's activities, negligence, wilful default, fraud or breach of obligations under this Agreement. The Company may deduct any amount to compensate losses of the Company and/or its Affiliates from any unpaid Partner Commission.

12. Client Complaints

12.1. The Partner must promptly notify the Company by telephone and in writing of any complaints against the Company and/or any of its Affiliates. At the Company's request, the Partner must provide a full, detailed report with any supporting documents relating to the complaint within five (5) days of receipt of the complaint.

12.2. The Partner agrees to notify the Company in writing of any written complaint received from an Introduced Client concerning any function performed by the Partner. If the Partner recognises the need for action, it shall take reasonable steps to amend its procedures to prevent similar complaints in the future.

13. Notices

13.1. For the purposes of this Agreement, "in writing" or "written notice" means handwritten or printed text sent or received by email and/or through the Partner's personal area.

13.2. Any notice under this Agreement must be in writing and is deemed duly sent upon dispatch of an email to the Company's address specified below or to the last email address provided by the Partner to the Company.

Company: partners@elibribroker.com

14. Entire Agreement

14.1. This Agreement, together with any documents referred to in it, constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous drafts, agreements, undertakings, representations, warranties and arrangements of any kind, whether written or oral, relating to that subject matter.

15. Partner Representations and Warranties

15.1. The Partner represents that it must have all rights, powers and capacity necessary to enter into this Agreement, accept its terms as binding and perform its obligations under it without the approval or consent of any other party.

15.2. The Partner confirms that it must obtain all necessary authorisations, including, without limitation, consents, approvals or licences from regulatory or governmental authorities, where applicable, enabling it to enter into this Agreement and perform its obligations under it, and must undertake to maintain such authorisations and consents in force throughout the term of the Agreement. Before commencing activities under this Agreement, the Partner shall provide the Company with evidence of all relevant authorisations, licences and consents that it is required to hold.

15.3. The Partner confirms that, before signing this Agreement, it must disclose to the Company in good faith all information that may reasonably be considered material to the Company's decision to engage with the Partner and/or any Prospective Client or to determine the terms on which the Company's services are provided. Such information includes, without limitation, the geographical location of prospective clients, acquisition channels, any material information about its regulatory status, and details of any material difficulties it has previously encountered in providing Introduced Clients with services identical or similar to those contemplated by this Agreement.

15.4. The Partner confirms that all information and/or documents provided by it to the Company, including information about any Prospective Client or Client, the geographical location of prospective clients and acquisition channels, are true, complete and accurate in all material respects. The Partner shall immediately notify the Company of any material change to information previously provided. In addition, the Partner shall provide any additional information and/or documents requested by the Company from time to time.

15.5. The Partner does not disclose the contact or personal details of a Prospective Client, Introduced Client and/or Client without obtaining that person's express consent in accordance

with the relevant legal notice or other applicable document, through the Client's Personal Area or otherwise. The Partner acknowledges that, if, after the Partner provides its contact details to a Prospective Client, Introduced Client and/or Client, that person contacts the Partner with excessive frequency and/or in an excessive manner or style of communication, such behaviour and/or actions are not directed and/or initiated by the Company. The Partner understands and agrees that the Company does not interfere in communications between the Partner and a Prospective Client, Introduced Client and/or Client and does not resolve any disagreements concerning such behaviour in accordance with clause 15.6 of this Agreement.

15.6. The Partner acknowledges that any disputes and/or disagreements between the Partner and a Prospective Client, Introduced Client and/or Client are to be resolved directly between them. The Company does not act as an intermediary in such disputes and/or disagreements, since all interactions take place independently of the Company's internal environment.

16. Severability

16.1. If a court of competent jurisdiction finds any part of this Agreement unenforceable, unlawful or contrary to any rule, regulation or by-law of a market or regulatory authority, that part shall be deemed excluded from the Agreement from the outset. The Agreement shall be construed and enforced as if that provision had never been included in it. This does not affect the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of that provision under the Law and/or regulations of any other jurisdiction.

17. Assignment

17.1. The Company may at any time transfer to a third party any or all of its rights, benefits or obligations under this Agreement, or the performance of the entire Agreement, by giving the Partner at least five (5) Business Days' prior written notice. This may occur, without limitation, in the event of the Company's merger with or acquisition by a third party, its reorganisation, its impending liquidation, or the sale or transfer to a third party of all or part of its business or assets. The parties agree and understand that, in the event of a transfer, assignment or novation described in this clause, the Company may disclose and/or transfer all information relating to the Partner, including personal data, records, correspondence, due diligence and identification documents, files and account records, and may transfer the Partner Wallet and any funds held in it. The Partner may not, without the Company's prior written consent, transfer, assign, charge, novate or otherwise transfer or purport to transfer its rights or obligations under the Agreement.

18. No Waiver

18.1. A failure or delay by either party to this Agreement in exercising any right, power, privilege or remedy under the Agreement does not impair it and shall not constitute a waiver of it.

19. Miscellaneous Provisions

19.1. Nothing in this Agreement is intended to create or shall be deemed to create a partnership or joint venture between the Company and the Partner, make either the Company or the Partner an agent, representative or employee of the other or of any third party, or authorise the Partner to assume or enter into any obligations for or on behalf of the Company.

19.2. In the event of a dispute between the Partner and any Prospective Client, Introduced Client and/or Client, or if the Company suspects fraudulent or unlawful activity involving the Partner, the Company reserves the right to freeze any amount of funds in any Partner Wallet or any Account opened with the Company in the Partner's name in its capacity as a Client.

19.3. All rights and remedies granted to the Company under the Agreement are cumulative and do not exclude any rights or remedies available under applicable Law.

19.4. This Agreement and any matters, disputes or claims, including non-contractual disputes or claims, arising out of or in connection with it, its subject matter or formation, are governed by and construed in accordance with the Laws of Saint Lucia. The Partner hereby irrevocably agrees to and submits to the non-exclusive jurisdiction of the courts of Saint Lucia in respect of any matters arising in connection with this Agreement.

19.5. In the event of the death or mental incapacity of the Partner, where the Partner is a natural person, or of one of the persons constituting the Partner, where the Partner is a legal person, all funds held by the Company or its nominee shall be held for the benefit of and placed at the disposal of the surviving persons, and all obligations and liabilities to the Company shall pass to those persons.

20. Referral Agent

20.1. The clauses below apply only to Partners acting as Referral Agents of another Partner.

20.2. Rights and Obligations of the Referral Agent

20.2.1. Any natural or legal person may become a Referral Agent.

20.2.2. The Company, at its sole discretion, accepts or rejects any Referral Agent or requests additional information and/or documents from it for further consideration.

20.2.3. Following the Referral Agent's acceptance of this Agreement, the Company grants it a non-exclusive, non-transferable right to refer Prospective Clients to the Site and/or the Sites of its Affiliates, if different, under the terms of this Agreement. For the avoidance of doubt, such Prospective Clients and/or Introduced Clients will be directly linked to the Partner whose Partner Link the Referral Agent used.

20.3. Payment of Referral Agent Commission

20.3.1. Unless the Company has notified the Referral Agent otherwise, Referral Agent Commission from the trading transactions of Introduced Clients is paid by the Company in accordance with the Referral Agent Commission percentage set by the associated Partner. For this purpose, the Partner may provide the Referral Agent with commission history, Client Account details and/or performance statistics reports containing information about Introduced Clients. The Company hereby informs the Referral Agent that it will not enforce any arrangements and/or agreements between the Referral Agent and the Partner, other than payment of Referral Agent Commission at the rate specified from time to time in the Referral Agent's partner personal area, and excludes any liability for failing to enforce such arrangements. The Company shall not be liable for non-payment, delays, calculation errors and/or omissions in the payment of Referral Agent Commission, or if the Partner ceases to provide the Referral Agent with commission history, Client Account details and/or performance statistics reports.

20.3.2. Referral Agent Commission is paid by the Partner either only for first-level Introduced Clients introduced by the Referral Agent using the relevant Partner Link or also for second-level Introduced Clients, in accordance with the agreement and/or arrangements between the Partner and the Referral Agent. In any event, the commission history, Client Account details

and/or performance statistics reports provided will reflect only commission history relating to first-level Introduced Clients.

20.4. Upon termination of the Partner's status, the Company may, at its sole discretion, offer the Referral Agent the opportunity to be assigned to another Partner of the Company.

20.5. The Referral Agent represents that it must have all rights, powers and capacity necessary to enter into this Agreement, accept its terms as binding and perform its obligations without the approval or consent of any other party.

20.6. In the event of a dispute between the Partner and its associated Referral Agent, the Company has no responsibility or liability to the Partner and/or Referral Agent.

20.7. The relevant agreement and/or arrangement between the Partner and its associated Referral Agent may be terminated by the Partner at any time. Termination takes effect one (1) calendar day after the date on which the Company informs the Referral Agent of it through the partner personal area and/or by email.

20.8. The Partner may amend the Referral Agent Commission percentage from time to time. The Referral Agent is notified of the applicable percentage by email and/or through the partner personal area. The new percentage is deemed to take effect one (1) calendar day after the date on which it is communicated to the Referral Agent in respect of subsequent trades.

20.9. Without limiting the applicability of clause 20 to Referral Agents, clauses 1, 2, 3.1, 3.3-3.6, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 23 of this Agreement apply in full to the Company's relationships with Referral Agents.

21. Individual Partnership Terms

21.1. The Company may agree different commercial terms with individual Partners, taking into account the nature and volume of their activities.

21.2. The amount of Partner Commission and any additional Benefits are determined individually and do not arise automatically from the assignment of any type or level to the Partner.

22. Language

22.1. The Company's official language is English. The Partner should always read and refer to the main Sites for all information and disclosures concerning the Company and its activities. Translations or information in languages other than English are provided for information purposes only, do not create obligations for the Company and have no legal effect. The Company has no responsibility or liability for the accuracy of the information contained in them.

23. Surviving Provisions

23.1. The parties to this Agreement agree that any provision of the Agreement that expressly or by implication is intended to come into effect or continue in effect upon or after termination of the Agreement shall remain in full force and effect. This includes clauses 5.8, 7.5 (intellectual property), 8 (Personal Data Protection), 9 (Confidentiality), 11 (Indemnification), 19.2 (dispute resolution procedure), and any other clauses necessary to protect the parties' rights and obligations following termination of this Agreement.