



REFERRAL PARTNER AGREEMENT

Referral Partner Agreement

THIS AGREEMENT is made on _____ between **EDR FINANCIAL LIMITED** a company incorporated and registered under the laws of the Republic of Cyprus with company number HE336081 whose registered office is at 48 Inomenon Ethnon, Guricon House, and Larnaca, Cyprus (herein after referred to as the "Company" on one part and _____, **Partner ID** _____ holder of **Passport No. / ID** _____ (here in after called the "Referral Partner") of the other part.

WHEREAS:

A. The Company, a Limited Company in the business of Financial Services, is regulated by the Cyprus Securities and Exchange Commission (license number 268/15) and licensed to provide investment services, wishes to enter into this Agreement with the Referral Partner.

B. The Referral Partner will provide such intermediary services though his/her website as well as other ancillary activities for purposes of endeavoring for the Company and its services to be introduced to new prospect Clients;

C. By entering into this Agreement with the Company, the Referral Partner represents that he/she is approved and/or licensed and/or qualified to offer such services in the jurisdiction of his/her activities, if such approval or license or qualification is deemed necessary.

Signature: _____

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. This agreement shall come into effect from the day of signing of this agreement (hereinafter referred to as the "Commencement Date") and is valid for an indefinite period, unless terminated under the provisions of clause 23.

2. The Referral Partner will act as a mediator in bringing together the Company and prospective Clients (hereafter referred to as the "Clients") seeking to invest and/or execute transactions in financial instrument and shall act as a facilitator for the performance of work preparatory for the conclusion of contracts between the Company and Clients for transactions in financial instruments. The Referral Partner shall remain totally independent and will not have any personal interest in the terms of the contracts to be concluded between the Company and the Clients.

The Referral Partner shall act on the best of his/her ability and shall be obligated towards the Company for the introduction of the Company's services to new prospect Clients and will do so by obligation towards the following:

(a) Introduce to the Clients, natural persons or legal entities, the brokerage services provided by the Company in relation to the reception, transmission and execution of orders for transactions in financial instruments

(b) Fairly and accurately describe the Company's business and the brokerage services available from the Company to the Clients.

(c) Comply with instructions or directions given by the Company in relation to company services that are in line with the framework laid down by this agreement.

(d) Keep accurate written records of all contacts and meetings with the Clients, and make them available to the Company for inspection at the Company's place of business and provide the Company with copies on request.

(e) Keep all information he receives about the Company's business, including the identity of the clients and their transactions with the Company, confidential except where disclosure is required by this Agreement.

(f) Assist the Clients to open an account with the Company and gather all necessary documents.

(g) Provide prompt, effective and accurate updates to the Company of any changes made in the Clients' details.

(h) Perform intermediation services and other obligations hereunder at his own cost and risk.

(i) Assist the Clients in using the Company's trading platform, including but not restricted to installation, troubleshooting, etc.

3. In case the Referral Partner owns or operates a website and wishes to include the Company's services, he/she must:

(a) include the following information and functions in his/her website:

- Explanatory articles about the world's financial markets and explanation of the Company's trading rules (optional).
- Promote the marketing material of the Company including but not limited to the Trading platforms, MT4, MT5 and Mobile Trading, financial news on the compensatory or gratuitous basis and technical analysis on the compensatory or gratuitous basis.
- Any other information, designation and volume that refer to the Company should first be approved by the Company and then be included in his/her website.

Signature: _____

- Referral Partner may only use the Company's logo and/or trade names, as applicable, with the written permission of the Company. In such a case the logo should indicate that it is the property and a trade mark of the Company
- The Company's logo on Referral Partner's website must be linked to the Company's website.
- Referral Partner must not register any domain name in any Country that will include the name of the Company and/or its trade names, without the Company's written permission.
- Referral Partner must not register any e-mail account in any Country that will include the name of the Company and/or its trade names, without the Company's written permission.

Signature: _____

- (b) Comply with any business related instructions or directions given by the Company in relation to company services.
- (c) Regularly check the Company's website and be informed with the terms and conditions of trading or any other disclosures issued by the Company and become available at the website www.triomarkets.com.
- (d) Keep all information he/she receives about the Company's business, confidential except where disclosure is required by this Agreement.
- (e) Perform Referral Partner services and other obligations hereunder at his/her own cost and risk.
- (f) Provide such disclosures to his/her website as required under the laws and regulations of his/her Country, as and if applicable.
- (g) Be responsible for all matters pertaining to his/her own website including its development, maintenance, operation and placing links on it in compliance with the terms of the present agreement. The Referral Partner is completely responsible for all items that appear on his/her site and for assuring that such items do not infringe upon or violate the rights of any other party. Company is not responsible for any matter pertaining to the Referral Partner's website or the content thereof and the Referral Partner holds the Company harmless and indemnifies the Company from any and all claims, suits, threats, demands, liabilities, actions, causes of action related in any way to the Referral Partner's website and business.
- (h) The Referral Partner represents and warrants to the Company that his/her website does not and will not contain any materials that are illegal as well as that the website is not operated for an illegal purpose or in an illegal manner.
- (i) Should not accept and keep any Client's moneys in relation to the brokerage services offered by the Company. However he may assist the Client in funding his account with the Company.
- (j) Advise the Clients on purely technical and educational matters.

Signature: _____

3. The Referral Partner will be entitled to a payment from the Company according to Appendix A, which is attached herein below and forms an integral part of this Agreement.

4. Furthermore it is agreed by both parties that the payment by the Company to the Referral Partner as this is described in Appendix A, will be reviewed yearly by the Parties with mutual consent on how it will be formed. It is agreed and understood by both parties that the Company will have the absolute right, after giving to the Referral Partner one month's notice to change the payment described in Appendix A of the present, before the annual revision of such by the Parties, for reasons concerning the market spread and/or changes on the Company's pricing policy in general.

Signature: _____

5. Where the Referral Partner is a legal entity, the Referral Partner affirms that:

- (a) Its employees and/or representatives shall execute their duties in accordance with the highest industry standards and will comply with all provisions and requirements of this Agreement and the Law and Regulations for Protection of Personal Data as these are amended from time to time and or replaced and or applied in the Referral Partner's jurisdiction but at least as these are applied in the Company's jurisdiction;
- (b) Its employees and representatives who shall be from time to time engaged in the work needed for the services provided herewith will be aware of and agree to comply with the obligations set forth in this Agreement and the Law and Regulations for Protection of Personal Data as these are amended from time to time and or replaced and or applied in the Referral Partner's jurisdiction but at least as these are applied in the Company's jurisdiction.

Signature: _____

6. The Referral Partner assures that it will show the necessary skill, interest, and high level of professionalism so as to satisfactorily fulfill his/her obligations arising under the Agreement. It is understood that the Referral Partner shall undertake all necessary steps so as the Confidentiality obligations arising under this Agreement, to be extended to all employees, agents and/or representatives of the Referral Partner. In the event that any information is disclosed to the Referral Partner through the application of the present Agreement related in any way to the Company and its business which the Company deems to be confidential and proprietary, the referral Partner agrees to hold such information in the strictest of confidence and not to disclose such information to any other party or to use any such information for his/her own purposes. Confidential information will include any information regarding Company's changes or modifications to this Agreement or any special treatment that the Referral Partner may receive. Confidential information shall also include any and all information related to Company's business, business plans, marketing plans, user statistics, financial information, pricing, profits, membership information, affiliations, sales information, and all other information which the Company considers to be confidential and proprietary.
7. The Company and the Referral Partner acknowledge that the relationship created between them by this Agreement or between the Company and any officer or employee of the Referral Partner is not as employer and employee, agents, partners, or joint ventures. The Referral Partner agrees that he/she is not authorized to enter into any agreement or obligation for on behalf of the Company.
8. During the execution of this Agreement, the Referral Partner may receive Confidential and Personal information for the Clients' activities and/or identities. The Referral Partner shall not disclose such Information gathered without the Company's written consent.
9. The Company will exclusively pay the Referral Partner's fee.
10. The Company will not be responsible for any costs and/or expenses the Referral Partner may incur by the implementation of the present Agreement.
11. The Referral Partner will be responsible for the payment of any taxes and/or charges and/or duties paid arising from the course of his/her business.
12. The Referral Partner shall not act as an agent or appointed representative of the Company or hold himself out as having any authority to do so or give or accept any commitment guarantee of obligation for or on behalf of the Company.
13. The Referral Partner shall not give any advice or make any recommendation on behalf of the Company.
14. By opening an account with the Company, any client connected to the Referral Partner's efforts to apply present Agreement becomes the Company's Client.
15. Any exchange of money regarding a Client's account will be made directly from the Company to the Client or from the Client to the Company.
16. The Company and the Referral Partner acknowledge that this Agreement confers no exclusive right upon either party to the services of the other party. Neither party shall be precluded by this Agreement from entering into the same or similar agreements with other parties.
17. This Agreement is personal to the Referral Partner and may not be assigned, transferred, or used as a security.

Signature: _____

18. For the purposes of this Agreement "Client" means a Client linked to the Referral Partner through his/her activities while applying the terms and conditions of the present Agreement.

19. This Agreement may be terminated:

- (a) By either party giving to the other 30 days written notice to that effect.
- (b) At any time by the Company without giving any written notice to the Referral Partner and with immediate effect, in case of one of the following events:
 - (i) The Referral Partner ceases, for any reason, act in good faith and be responsible towards the Company as set in clauses 2 to 17 above and in the Company's opinion becomes incapable to provide such services;
 - (ii) Any liquidation, insolvency, receivership or any other process of such effect in any jurisdiction, of or in relation to the Referral Partner or his/her assets or the Referral Partner ceases to pay debts in the ordinary course of business;
 - (iii) The Referral Partner being in breach of any of the terms, conditions or warranties of this agreement.

It is understood by both parties that such termination shall be without prejudice to any outstanding or accrued obligations of the parties until the day of termination.

20. In the event of termination occurring, for any reason, the Company's dealings with the Referral Partner ceases and the Referral Partner will return to the Company all documents, brochures, call reports and any other material in his/her possession relating to the Referral Partner Services. It is also understood and accepted that the Referral Partner's confidentiality obligations as derived from the application of the present Agreement shall survive any termination.

21. All conditions of the present Agreement are essential and any breach of any of these conditions from whatever party, gives right to the innocent party to terminate the present Agreement without notice and to claim from the culpable party compensation for any damages that will be suffered due to such breach, as well as expenses and interest.

22. Whatever warning or notification or letter based on the present Agreement shall be given in writing sent by a registered post letter or by a personal delivery to the receiver to the last known address and shall deemed to be received normally, 72 hours after its mailing in a case of a letter and immediately in case of personal delivery or by e-mail.

23. The entire Agreement between the parties is expressed in this writing. No other Agreements or representations shall be binding on the parties unless endorsed herein or on a separate instrument signed by the parties. This Agreement shall be interpreted and construed according to laws of Cyprus. Any disputes arising out of or in connection with the present Agreement which are not friendly solved by mutual agreement, shall be settled in the Courts of Cyprus.

24. It is agreed by both Parties that in the event that any of the terms and/or conditions of this Agreement, is to be proven contradictive to any Cyprus Laws and/or Regulations, then this term will be immediately null and void without influencing validity of the rest of the Agreement.

This Agreement has been duplicated and each party has a copy.

In confirmation and faithful commitment to all of the conditions of the present Agreement the parties set their signatures below.

Authorized Representative
of EDR FINANCIAL LIMITED

Signature: _____

REFERRAL PARTNER

Signature: _____

**APPENDIX A REMUNERATION OF
REFERRAL PARTNER**

The Referral Partner will be entitled to receive a fee from the Company according to the chosen Remuneration plan as described herein below. The Company shall track two times every month Clients' activities for purposes of calculating Referral Partner's fees as follows: on the 10th of every month in respect to the period from the previous month.

Referral Partner shall be granted an access to review reports setting forth a) the number of the Clients registered with the Company, b) the respective amount deposited by each Client and c) the trading activity of each Client, in real time through an online affiliate program which shall be available to the Referral Partner under password protection.

The Company reserves the right to alter and/or change the form and content and frequency of the reports made available to the Referral Partner on its online affiliate program (s) from time to time based on its sole and absolute discretion.

REMUNERATION PLAN:

TO BE DISCUSSED

REFERRAL PARTNER

Signature: _____