

IB REFERRAL TERMS AND CONDITIONS

These IB Referral Terms and Conditions ("Terms") govern the relationship between:

B2B Prime Services SC Ltd, a company duly incorporated in the Republic of Seychelles under registration number 8435528-1, having its registered office at Suite 3, Global Village, Jivan's Complex, Mont Fleuri, Mahé, Seychelles, authorized and regulated by the Financial Services Authority (FSA) under License No. SD 192 (the "Company"),

and

any individual or legal entity registering or acting as an Introducer Broker or Referrer (the "Introducer"), whether through written agreement, implicit acceptance, or onboarding via the Company's IB module.

By applying to join the Company's referral/IB program, using the referral link, onboarding through B2Core, or by formally signing these Terms, the Introducer acknowledges, accepts, and agrees to be bound by these Terms and Conditions, as well as the Company's General Terms and Policies published on its official website.

WHEREAS, the Company is engaged in the business of providing financial brokerage and dealing services in securities, foreign exchange, and other financial instruments, duly licensed and supervised by the Financial Services Authority of Seychelles;

WHEREAS, the Introducer, whether a natural or legal person, wishes to introduce prospective clients to the Company for the purpose of trading such financial instruments through the Company's platforms;

WHEREAS, the Parties wish to establish a framework under which the Introducer may introduce clients and receive remuneration based on trading activity or other agreed metrics;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, the Parties agree as follows:

1. Purpose

These Terms set forth the conditions governing the relationship between the Company and the Introducer, under which the Introducer shall refer clients (the "Introduced Clients") to the Company for the purpose of opening trading accounts and engaging in transactions in financial instruments.

The Introducer shall act honestly, transparently, and in full compliance with applicable laws and the Company's policies, ensuring that all communications and representations are accurate and not misleading.

2. Legal Status of the Introducer

The Introducer acts as an independent contractor, not as an employee, agent, or representative of the Company. Nothing in this document shall be deemed to create any partnership, agency, or joint venture between the Parties.



The Introducer shall have no authority to bind the Company, make representations, or enter into any obligations on behalf of the Company. The Introducer's activities shall be limited exclusively to the introduction of clients.

3. Obligations of the Introducer

The Introducer agrees to act with due care, integrity, and professionalism, and shall:

- Promote the Company's services in accordance with applicable laws, regulations, and ethical standards.
- Obtain prior written approval from the Company before publishing or distributing any material, advertisement, website, or communication referring to the Company.
- Avoid misleading or deceptive statements regarding potential earnings, success rates, or investment guarantees.
- Refrain from providing investment advice, managing funds, executing trades, or performing any regulated activities on behalf of clients.
- Immediately inform the Company of any client complaint, regulatory investigation, or legal issue related to its referral activities.
- Cooperate fully with the Company in any audit, compliance, or verification process.

The Introducer acknowledges that all Introduced Clients are and shall remain clients of the Company, and that the Company alone shall be responsible for their onboarding, account operation, and trading activity.

4. Introduced Clients

A Client shall be deemed an Introduced Client only when the client is registered through the partner's referral link or has been moved under the partner's network upon a written email request confirmed by the Company.

The Company reserves full discretion to accept or reject any client application without obligation to provide reasons.

If an Introduced Client requests to be removed from the Introducer's network, the Company shall process such request only upon written confirmation from the Client.

Introduced Clients are the exclusive clients of the Company, and the Introducer shall have no ownership, access, or control over their trading accounts.

5. Eligibility and Activity Conditions

To remain eligible for rebate payments, the Introducer must maintain at least three (3) Active Clients per payout cycle.



An Active Client is defined as a client who has executed at least one valid trade within the relevant payment period.

Trades opened and closed within sixty (60) seconds shall not qualify for rebate calculation.

If the Introducer's total rebates exceed sixty percent (60%) of the Introduced Clients' total net deposits during any given period, the Company may suspend or hold payments for compliance review.

Any form of abusive or manipulative trading designed solely to generate commission rebates (including but not limited to circular trading, hedging between accounts, or latency arbitrage) shall result in immediate forfeiture of commissions and may lead to termination of these Terms and Conditions.

6. Rebates and Payment Terms

The Introducer shall be remunerated in accordance with the plan agreed upon with the Partnership Department and as detailed in the IB Module Dashboard. Any upgrade or downgrade to this payment plan shall be officially communicated to the Introducer via email.

Rebates are calculated on a daily basis and shown in the system as "pending"; the actual payment of rebates is processed on a weekly basis, specifically every Monday, and credited to the Partner Wallet, subject to operational verification and compliance approval.

No rebates shall be payable for clients who are inactive, self-referred (including relatives or associates of the Introducer), or engaged in trading activity considered abusive or non-compliant.

The Company reserves the right to amend the rebate structure, payment method, or frequency with prior written notice.

The Introducer shall be solely responsible for all tax obligations, duties, or levies arising from payments received under these Terms.

7. Audit and Oversight

The Company may, at any time, review or audit the Introducer's activities, verify the legitimacy of Introduced Clients, and request supporting documentation or clarification.

The Introducer agrees to cooperate fully and provide the requested information within a reasonable timeframe.

Failure to comply may lead to suspension of payments or termination of these Terms.

8. Confidentiality and Data Protection

All business, operational, and client-related information exchanged between the Parties shall be treated as strictly confidential.

The Introducer shall not disclose, copy, or use such information for purposes other than the performance of these Terms without prior written consent from the Company.



Both Parties shall comply with all applicable data protection laws, including the Seychelles Data Protection Act, ensuring that personal data is processed securely and lawfully.

Upon termination, all confidential materials shall be promptly returned or permanently destroyed.

9. Intellectual Property

All trademarks, logos, software, systems, and other proprietary materials belonging to the Company remain its exclusive property.

The Introducer shall not use, register, or reproduce any intellectual property of the Company without prior written authorization. Any unauthorized use shall constitute a material breach of these Terms.

10. Term and Termination

This document shall enter into force on the date of acceptance and remain valid unless either Party provides thirty (30) days' written notice of termination.

The Company may terminate these Terms immediately in the event of fraud, breach of contract, regulatory violation, reputational harm, or abusive activity.

Upon termination, the Introducer must immediately cease all use of the Company's name, trademarks, or materials, and shall not represent itself as connected with the Company in any way.

The confidentiality, data protection, and non-solicitation obligations shall remain in force for twelve (12) months following termination.

11. Post-Termination Obligations

Following termination, the Introducer shall refrain from contacting, soliciting, or attempting to divert any Introduced Clients for a period of twelve (12) months.

All Company property and documentation in possession of the Introducer must be returned or destroyed immediately.

Rebates outstanding at the time of termination shall be paid only for legitimate trades completed prior to termination and verified by the Company.

12. Force Majeure

Neither Party shall be held liable for any delay or failure in performing its obligations due to causes beyond its reasonable control, including but not limited to natural disasters, war, strikes, power outages, pandemics, or regulatory actions.

The affected Party shall notify the other Party as soon as reasonably practicable. Performance shall resume once the force majeure event ceases.

13. Governing Law, Mediation, and Arbitration

This document shall be governed by and construed in accordance with the laws of the Republic of Seychelles.

Any dispute arising from this document shall first be resolved through good faith negotiation. If unresolved within thirty (30) days, the matter shall be referred to mediation in Victoria, Mahé (Seychelles).

If mediation fails, the dispute shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules, administered in Seychelles and conducted in English.

The arbitral award shall be final and binding, and may be enforced in any court of competent jurisdiction.

14. Entire Agreement

This document represents the full and complete understanding between the Parties regarding its subject matter and supersedes all prior agreements or communications, whether oral or written.

15. Acceptance of General Terms

By accepting these Terms, the Introducer acknowledges having read, understood, and agreed to the terms herein, as well as to the Company's General Terms and Conditions, policies, and any future amendments published on the Company's official website.