IB REFERRAL TERMS AND CONDITIONS

B2B Prime Services Bahamas Ltd

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

B2B Prime Services Bahamas Ltd, a company incorporated under the laws of The Commonwealth of The Bahamas with Company Registration Number 212219B, authorized and regulated by the Securities Commission of The Bahamas (SCB) under the Digital Assets and Registered Exchanges Act (DARE) with license number DARE-DAB-034, and under the Securities Industry Act (SIA) with license number SIA-F259, having its registered office at Aristo House, Balmoral, Sanford Drive, Nassau, The Bahamas (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, digital assets, foreign exchange, and other financial instruments, duly licensed and supervised by the Securities Commission of The Bahamas (SCB) under the Digital Assets and Registered Exchanges Act (DARE) and the Securities Industry Act (SIA);

- **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. Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the meanings defined below:

- "***Account***" means the unique trading account assigned by the Company to any Client completing the account opening application procedure and approved by the Company.

- "***Active Client"*** means an Introduced Client who has executed at least one valid trade within the relevant tier period. Trades opened and closed within sixty (60) seconds shall not qualify.

- **"Agreement"** means the present IB Referral Terms and Conditions.

- ***"Business Day"*** means any day other than a Saturday or a Sunday, the 25th of December, the 1st of January, or any other international holidays as announced on the Company's Website.

- "***Confidential Information"*** has the meaning given in Section 10.1.

- **"IB Calculator"** means the publicly accessible tool provided by the Company on its Website or Partnership Page displaying current commission calculation formulas, rebate structures, tier levels, and reward schedules applicable to the Introducer.

- **"IB Module"** means the partnership module within the B2Core platform through which the Introducer manages referral activities, accesses Referral Links, monitors Introduced Clients, and views commission reports.

- **"Introduced Client"** means any physical person or entity who has been introduced by the Introducer to the Company through a Referral Link, or who has been moved under the Introducer's network upon a written email request confirmed by the Company, and with whom the Company has concluded a Client Agreement.

- **"Partner Wallet"** means the unique account assigned by the Company to the Introducer within the IB Module for the purpose of receiving and holding Rebates.

- **"Partnership Page"** means the page on the Company's Website containing information about the IB program, including tier levels, commission structures, and the IB Calculator.

- **"Promotional Material"** means any material provided by the Company to the Introducer for use in promoting the Company's services, including but not limited to written texts, training materials, advertisements, newsletters, logos, banners, referral links, graphics, pictures, animations, artwork, or any text that can be used to hyperlink prospective clients from the Introducer's website or channels to the Company's Website.

- **"Rebate"** means the commission or fee payable to the Introducer by the Company in accordance with the terms outlined in this Agreement and as detailed in the IB Calculator and IB Module.

- **"Referral Link"** means the personal URL created by the Introducer within the B2Core IB Module for introducing new clients to the Company. The URL includes a unique identifier (ID) assigned to the Introducer after joining the partnership program. The ID is used to track new clients introduced by the Introducer and to calculate Rebates for trades executed by their Introduced Clients. An Introducer may have multiple IDs after joining several programs.

- **"Related Parties"** means (i) any member of the Introducer's immediate family (including spouse, parents, children, and siblings); (ii) any individual, corporation, partnership, joint venture, trust, or any other body corporate or unincorporated organization directly or indirectly controlling, controlled by, or under common control with the Introducer.

- **"Territory"** means the country or territories in which the Company accepts clients, as published on its Website from time to time at its sole discretion.

- **"Trading Platform"** means the technology platform(s) that the Company operates to allow Clients to trade financial instruments online, including all associated billing, support, and promotion services and activities.

- **"Website"** means the Company's official website located at www.b2prime.com and any other website, sub-domain, or online presence that the Company may maintain from time to time.

2. 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.

3. Program Membership and Grant of Rights

3.1. The Company grants to the Introducer, and the Introducer agrees to accept, the non-exclusive, non-transferable right to direct prospective clients to the Company's Website and Trading Platforms, subject to the terms and conditions of this Agreement. The Company will provide the Introducer with access to the IB Module and one or more Referral Links linked to the Company's Website.

3.2. The Introducer acknowledges and agrees that:

a) these Terms do not give the Introducer an exclusive right or privilege to assist the Company in providing the services arising out of the Introducer's referrals. The Company intends to enter into similar arrangements with other introducers as part of its partnership program;

b) the Company may also directly or indirectly solicit referrals on terms that may differ from those contained in these Terms, or contract with third parties that are similar to or compete with the Introducer's activities; and

c) the Introducer shall have no claims to Rebates originating from Clients that have not been referred solely by the Introducer through their Referral Link in compliance with these Terms.

4. 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.

5. Obligations of the Introducer

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

a) Promote the Company's services in accordance with applicable laws, regulations, and ethical standards.
b) Obtain prior written approval from the Company before publishing or distributing any material, advertisement, website, or communication referring to the Company.
c) Avoid misleading or deceptive statements regarding potential earnings, success rates, or investment guarantees.
d) Refrain from providing investment advice, managing funds, executing trades, or performing any regulated activities on behalf of clients.
e) Immediately inform the Company of any client complaint, regulatory investigation, or legal issue related to its referral activities.
f) Cooperate fully with the Company in any audit, compliance, or verification process, including any anti-money laundering (AML) or know-your-customer (KYC) review initiated by the Company, and refrain

from introducing, to the best of the Introducer's knowledge, any person who is subject to international sanctions or whose identity or source of funds cannot be reasonably verified.

g) Provide the Company with all necessary information and documents about services rendered under this Agreement.

h) Notify the Company in writing immediately of any actual or potential contravention of any legal or regulatory requirements.

i) Notify the Company in writing immediately if any actual or proposed judgment, order, or disciplinary sanction is imposed upon or entered against the Introducer in relation to their activities under applicable legislation.

j) Not contact or interact in any way with Introduced Clients in their capacity as Introducer or in relation to the Company's services, unless the prior specific written consent of the Company is given.

k) Not accept money from prospective clients or Introduced Clients on behalf of or for the benefit of the Company, or trade on behalf of Introduced Clients.

l) Not make any representation or warranty concerning the Company except as authorized by the Company.

m) Not incur any liability on behalf of the Company, or in any way pledge or offer credit on behalf of the Company, or accept or enter into any contract binding upon the Company.

n) Not intervene or interfere with, or attempt to affect, any trading decision or trading activity of Introduced Clients, in any manner.

o) Not request from the Introduced Client or attempt to have access to the Accounts of the Introduced Client.

p) The Introducer shall not carry out any marketing, promotional or referral activities directed at EU Clients and shall implement reasonable measures to ensure that its marketing activities do not target or solicit persons resident or established within the European Union.

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.

6. Introduced Clients

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

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

6.3. 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. The Company reserves the right, at its sole and absolute discretion, to fulfill such request and cease paying any Rebates to the Introducer in relation to this Introduced Client.

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

6.5. The Company shall be the sole and exclusive owner of the names, contact information, and any other data relating to Introduced Clients, including those Clients linked to the Introducer's Referral Link.

6.6. Neither the Introducer nor the Introducer's Related Parties are eligible to be counted as Introduced Clients in connection with the Introducer's Referral Link. Should the Introducer or any of their Related Parties register as a Client through the Introducer's Referral Link, the Introducer shall not be entitled to any Rebates in connection with that Account.

6.7. If there is reasonable suspicion by the Company that auto-referral activity is being performed by the Introducer (including, but not limited to, the use by the Introducer and the Introduced Client of identical or substantially similar IP addresses, device identifiers, or other technical indicators), the Company may reduce the Introducer's Rebates to zero (0%) and/or terminate this Agreement.

7. EU Client Restriction

7.1. Notwithstanding any other provision of this Agreement, the Introducer shall not market, solicit, target, refer or otherwise introduce any individual or legal entity who is resident, established, incorporated or otherwise located in any Member State of the European Union ("EU Client") to the Company.

7.2. The Introducer acknowledges and agrees that EU Clients are outside the scope of this partnership program and shall not qualify as Introduced Clients for the purposes of this Agreement. Accordingly, no Rebate, commission or other remuneration shall be payable in respect of any EU Client referred by the Introducer, irrespective of whether such client successfully completes onboarding or commences trading with the Company

8. Eligibility and Activity Conditions

8.1. Eligibility requirements for Rebate payments, if any, shall be determined by the Introducer's partner tier and published on the Partnership Page, IB Module, or IB Calculator.

8.2. 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.

8.3. Any form of abusive or manipulative trading designed solely to generate Rebates shall result in immediate forfeiture of Rebates and may lead to termination of this Agreement. Abusive trading behaviour includes, but is not limited to:

a) Fake Accounts: Using false identities or duplicate registrations.
b) Collusion/Arbitrage: Collusion between Introducers and clients, or among clients, to inflate Rebates through matched trades or arbitrage.
c) Abnormal Fund Movements: Frequent deposits and withdrawals solely to meet Rebate thresholds without genuine trading intention.
d) Rebate Churning: Executing trades with no genuine market intent, solely to accumulate trading volume for Rebate generation.
e) Risk-Neutral Offsetting Positions: Opening opposite or offsetting trades, whether within a single account or across multiple accounts, that cancel out market exposure and are executed solely to generate Rebates rather than for genuine trading purposes.
f) Non-Genuine Market Exposure: Any trading activity where the client intentionally avoids real market risk (e.g., instant netting, micro-scalping loops, or coordinated exposure flattening) for the primary purpose of earning Rebates rather than pursuing legitimate trading strategies.
g) Exploitation of Technical or Market Inefficiencies: Executing trades intended to exploit system delays, stale prices, latency advantages, exchange outages, or any temporary market or platform inefficiency for the purpose of generating Rebates rather than engaging in genuine trading activity.
h) Circular Trading: Trading between accounts controlled by the same individual or group to generate artificial volume.
i) Hedging Between Accounts: Opening opposing positions across different accounts linked to the same Introducer for the sole purpose of Rebate generation
j) Latency Arbitrage: Exploiting execution speed differences between platforms or price feeds.

9. Rebates and Payment Terms

9.1. The Introducer shall be remunerated in accordance with the applicable commission plan as detailed in the IB Calculator and the IB Module Dashboard. The commission plan, including the applicable tier level, rates, and calculation methodology, is publicly accessible on the Company's Partnership Page and IB Calculator.

9.2. By virtue of the Company’s authorization under the Digital Assets and Registered Exchanges Act (DARE), the Rebate program extends to Introduced Clients’ trading activity on cryptocurrency spot accounts and cryptocurrency perpetual futures accounts. Rebates applicable to such accounts follow the same calculation methodology and tier structure as other eligible accounts, as published in the IB Calculator and IB Module.

9.3. Any upgrade or downgrade to the Introducer's payment plan or tier level shall be reflected in the IB Module and/or IB Calculator, and shall be deemed to have effect from the date it is published, in relation to subsequent transactions.

9.4. Rebates shall be calculated for all closed trading transactions and made available in the IB Module. The calculation frequency and payment schedule shall be determined by the Company at its sole discretion and published on the Partnership Page or IB Module, and credited to the Partner Wallet, subject to operational verification and compliance approval.

9.5. No Rebates shall be payable for clients who are: (a) inactive; (b) self-referred (including Related Parties or associates of the Introducer); (c) engaged in trading activity considered abusive or non-compliant under Section 7; (d) not eligible to be a Client of the Company based on its internal policies and procedures and/or applicable laws; or (e) introduced in breach of any provision of this Agreement.

9.6. The Company reserves the right to amend the Rebate structure, payment method, tier levels, or frequency with immediate effect. The current Rebate structure and calculation methodology shall be available on the IB Calculator and the Partnership Page, and any such amendment shall be deemed to have effect from the date it is published.

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

9.8. The Introducer's Referral Link tracking is managed through the IB Module. The Company accepts no responsibility for a failure by the Introducer, or any Client, to effectively link the Introducer to a Client's activity in connection with the partnership program (e.g., through a failure to use the correct Referral Link or entering the code during registration).

9.9. The Company reserves the right to verify any Introduced Clients referred by the Introducer prior to honoring any Rebate entitlement.

10. Territory

10.1. The Company has the right to change the Territory from time to time at its sole discretion.

11. Confidentiality and Data Protection

11.1. "Confidential Information" means all confidential information relating to the Company's business which is disclosed or made available, directly or indirectly, to the other Party before, on, or after the date of this Agreement. This includes:

a) the fact that discussions and negotiations are taking place concerning the partnership and the status of those discussions and negotiations;
b) the existence and terms of this Agreement;
c) all confidential or proprietary information relating to:
    a. the business, affairs, customers, employees, clients, suppliers, plans, intentions, or market opportunities of the Company; and

b. the operations, processes, product information, know-how, technical information, designs, trade secrets, or software of the Company;

d) any information, findings, data, or analysis derived from Confidential Information;

e) any other information that is identified as being of a confidential or proprietary nature.

11.2. Information is not Confidential Information if:

a) it is, or becomes, generally available to the public other than as a result of the information being disclosed by the receiving Party in breach of this Agreement;

b) it was available to the receiving Party on a non-confidential basis prior to disclosure;

c) it was or becomes available to the receiving Party from a person who, to the receiving Party's knowledge, is not under any confidentiality obligation in respect of that information;

d) it was lawfully in the possession of the receiving Party before the information was disclosed; or

e) it is developed by or for the receiving Party independently of the information disclosed.

11.3. Both Parties shall:

a) keep the Confidential Information secret and confidential;

b) not use or exploit the Confidential Information in any way except for the purposes of this Agreement;

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

d) not copy, reduce to writing, or otherwise record the Confidential Information except as strictly necessary for the purposes of this Agreement.

11.4. A Party may disclose Confidential Information to the minimum extent required by an order of any court of competent jurisdiction, any regulatory or governmental body, or the laws or regulations of any country to which its affairs are subject. Where possible, the disclosing Party shall give the other Party as much prior notice as reasonably practicable.

11.5. Both Parties shall comply with all applicable data protection laws, including the Data Protection (Privacy of Personal Information) Act 2003 of The Bahamas and any other applicable data protection legislation in the jurisdiction(s) where the Introducer operates, ensuring that personal data is processed securely and lawfully.

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

12. Promotional Material and Use of Company Trademarks

12.1. The Introducer shall only use Promotional Material provided and approved by the Company. Any other material created by the Introducer and used for advertising, including but not limited to creatives, landing pages, domains, emails, and any other content, must be submitted to the Company for prior written approval before publication or distribution.

12.2. Any Promotional Material that is created or provided by the Company and used by the Introducer is exclusively owned by the Company and shall not be used by the Introducer for any purpose outside the scope of this Agreement unless the prior written consent of the Company is obtained.

12.3. The Company may provide the Introducer with a revocable, non-exclusive, non-transferable, non-assignable right to use and display on the Introducer's websites and channels the Company's name, trademark, and Promotional Material for the duration of this Agreement, subject to the following:

a) The Introducer shall use the Company's name, trademark, and Promotional Material solely for the purpose of providing a link from the Introducer's site to the Company's Website and fulfilling obligations under this Agreement;

b) The Introducer may not call into question or dispute the Company's right to its name and trademark;
c) The Introducer may not perform any actions that may be considered by the Company as damaging the Company's business reputation, image, or trademark;
d) The Introducer shall observe all applicable legislation and customary business practices regarding the protection of intellectual property rights;
e) The Introducer shall inform the Company in writing of all instances known to it in which the Company's rights to its name and trademark are disputed or violated.

12.4. The Company may revoke the right to use its name, trademark, and Promotional Material at any time, at its absolute discretion, and without the need to provide any reasons.

12.5. The Introducer must display on their website(s) specific risk warnings and disclaimers in relation to the provision of financial services by the Company, as directed by the Company.

13. Referral Activity Restrictions

13.1. Brand Protection and Paid Search

The Introducer (and/or any of its Related Parties) shall not, directly or indirectly:

a) Use the Company's trademark in any paid search activity, whether in ad text, ad copy, or display URLs, without prior written approval from the Company;
b) Register or use domains, subdomains, keywords, search terms, or other identifiers containing the Company's trademark(s), the Company's trade names, the Company's name, or any words or depictions confusingly similar to any of the aforementioned, in any language, without the Company's prior written consent;
c) Bid on or purchase internet placement rights for the Company's brand name or any part, variation, translation, or misspelling thereof, in any manner in any of its advertising and/or promotions;
d) Include the Company's name or any part thereof, or similar variations, translations, or misspellings, in the meta tags of any website code, including the meta title, meta keywords, or meta description;
e) Add the Company's brand terms as negative keywords in all paid search activities in order to avoid any broad matching issues.

13.2. Non-Compete

The Introducer must not market to potential clients:

a) on any site where the Company promotes its Website;
b) on any internet search engine on which the Company promotes its Website; or
c) using paid search ads that target keywords like "B2PRIME" or "B2Prime" or any variation thereof.

13.3. Prohibited Referral Conduct

The Introducer must not:

a) engage in any illegal activity of any type, such as displaying illegal content on their website or in electronic communications;
b) actively target any person who is under the age of eighteen (18) years old;
c) actively target any resident of a country or territory outside the Territory or where the Company is restricted from registering Clients;
d) login to Client accounts or conduct trading activities on their behalf;
e) operate a website that contains or promotes misleading, defamatory, or illegal content, or link to a website that does so;

f) send unsolicited commercial electronic messages (spam);
g) send potential clients directly to the Company's Website via Referral Links in unsolicited commercial electronic messages, display advertising networks, counters, guestbooks, forums, blogs, chat rooms, or other similar internet resources, without the Company's prior approval;
h) enable bad faith transactions, including via any device, program, robot, IP address, redirects, and "bogus" traffic;
i) establish any promotion that provides rewards, points, or compensation to a Client for registering for an account with the Company, including any kind of commission deal, without the Company's prior written approval;
j) use false advertising or false and/or fraudulent methods for attracting new Clients online, including knowingly falsely redirecting users to a different website;
k) send traffic through automatic redirects on a website page;
l) use ad fraud, including but not limited to impression/click/conversion/data fraud, and fraudulent traffic sources, including but not limited to botnets, toolbars, click farms, or other methods of automated/fraudulent traffic;
m) use questionable traffic sources including but not limited to parked domains, error pages, or content that is juvenile, violent, sexually suggestive, or related to death and tragedy;
n) use malicious software with pop-up advertisements or advertisement-like mailings to email addresses without consent; or
o) take any action that would dilute or tarnish the value of the Company's trademarks or branding.

13.4. Consequences of Prohibited Conduct

If the Company detects suspicious activity or a potential breach of this Section 12 linked to the Introducer, the Company may:

a) suspend the Introducer's access to the IB Module pending further investigation;
b) delay payment of any Rebates due to the Introducer for up to one hundred eighty (180) days or for a longer period as the Company deems necessary, while it verifies the relevant transactions; and/or
c) terminate this Agreement immediately and void any Rebate entitlements due to the Introducer.

14. Intellectual Property

14.1. All trademarks, logos, software, systems, and other proprietary materials belonging to the Company remain its exclusive property. The Introducer acknowledges that all rights (including intellectual property rights) in material developed by the Company before or during the term of this Agreement, including Promotional Material, are and shall remain the property of the Company.

14.2. 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.

14.3. The Introducer shall notify the Company immediately in writing if they become aware of an infringement on any of the Company's intellectual property or other ownership rights, or if they become aware of a claim by any party that the Company's products, trademarks, or logos infringe on a third party's intellectual property or ownership rights.

14.4. The Introducer undertakes full responsibility for any legal representation and to pay all relevant fees, costs, expenses, and fines in relation to any dispute, claim, action, or proceeding relating to the intellectual property rights of the Company arising directly or indirectly out of the Introducer's activities, negligence, willful default, fraud, or breach of any of their obligations under this Agreement.

15. Multi-Level Referral Structure

15.1. The Company supports a multi-level referral structure whereby the Introducer may introduce sub-partners ("Sub-Introducers") to the Company's partnership program. Sub-Introducers who are accepted by the Company shall be bound by these Terms independently.

15.2. The Introducer may earn Rebates from the trading activity of Introduced Clients referred by their Sub-Introducers, subject to the tier structure and commission rates displayed in the IB Calculator and the IB Module.

15.3. The number of referral levels, commission rates per level, and eligibility criteria for each level are determined by the Company at its sole discretion and are published on the IB Calculator and Partnership Page. The Company reserves the right to amend the number of levels, rates, or criteria at any time with immediate effect.

15.4. In the event of termination of an Introducer's status, the Company, at its sole discretion, may provide any Sub-Introducers the option to be assigned under another Introducer.

15.5. In the event of any dispute between the Introducer and their Sub-Introducers, the Company bears no responsibility or liability towards either party.

16. Partner Tiers

16.1. The Company may offer various partner tiers with different Rebate levels and benefits. The criteria for tier levels, upgrades, and downgrades are determined by the Company at its sole discretion and are published on the IB Calculator and Partnership Page.

16.2. The Company retains the right to refuse to change or upgrade the Introducer's partner tier at its sole and absolute discretion. The Company also reserves the right to downgrade the Introducer's partner tier at its sole and absolute discretion.

16.3. Any benefits available to Introducers in accordance with their partner tier may be limited in duration and quantity. The Company may, at any time and from time to time, offer, vary, suspend, cancel, or terminate any benefits available to Introducers.

17. Audit and Oversight

17.1. 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.

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

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

18. Liability, Warranties, and Indemnity

18.1. No Warranty. To the extent permitted by law, the Company provides no warranty and makes no representations that its Website, Trading Platforms, Referral Links, IB Module, IB Calculator, or tracking systems are accessible or free of errors, viruses, or security threats.

18.2. Limitation of Liability. The Company's liability to the Introducer for any non-compliance with a statutory guarantee, or any loss or claim arising out of or in connection with this Agreement or any breach by the Company of these Terms (however arising, whether for breach of these Terms, tort including negligence, statute, custom, law, or on any other basis), is limited to the total amount of Rebates paid by the Company to the Introducer in the twelve (12) months prior to the action giving rise to the liability.

18.3. Exclusion of Liability. The Company, its subsidiaries, officers, directors, employees, and suppliers are not responsible or liable to the Introducer for:

a) any loss or claim arising because of any failure of any software, hardware, communication technology, or other system;
b) any loss or claim relating to the provision of data made available by the Company, including data in the IB Module or IB Calculator;
c) any loss or claim relating to the Introducer's use of, or reliance upon, any data provided via the IB Module;
d) the actions or inaction of third parties (including those which may be negligent or unauthorized) relating to the partnership program or the IB Module;
e) any loss or claim arising from a failure by the Company to comply with these Terms for any cause which could not be reasonably controlled or prevented by the Company; or
f) any loss or claim arising from a failure by the Introducer to comply with tax laws in relation to their Rebate entitlements.

18.4. The Introducer agrees to indemnify and hold harmless the Company, its affiliates, subsidiaries, directors, officers, authorized representatives, employees, and shareholders from and against any and all liability, claims, demands, proceedings, costs, damages, expenses (including reasonable legal fees), and penalties/fines whatsoever, including but not limited to intellectual property rights, confidentiality, and data protection, directly or indirectly suffered or incurred by them arising out of:

a) a breach by the Introducer of these Terms;
b) any unlawful, fraudulent, negligent, or willful act or omission carried out by the Introducer as a member of the partnership program;
c) any infringement or alleged infringement on a third party's intellectual property rights by the Introducer whilst acting in their capacity under this Agreement;
d) any breach of applicable data protection laws by the Introducer; and/or
e) any claims from Introduced Clients arising from the Introducer's actions or omissions.

The Company may deduct any amount to indemnify itself from any outstanding Rebates due to the Introducer.

18.5. If the Company caused or contributed to any loss or claim, then the Introducer's liability under Section 17.4 shall be limited to the amount of the loss or claim which is directly attributable to the Introducer's conduct.

19. Client Complaints

19.1. The Introducer shall promptly inform the Company in writing of any complaint against the Company received from any Introduced Client. Upon the Company's request, the Introducer shall submit a full and detailed report with any supporting documents relating to the complaint within five (5) days of receiving the complaint.

19.2. The Introducer agrees to take reasonable steps to amend its procedures to avoid the occurrence of similar complaints in the future.

19.3. Any disputes between the Introducer and an Introduced Client shall be resolved directly between the Introducer and the Introduced Client. The Company shall not mediate any such disputes.

20. Notices and Communication

20.1. All communications between the Introducer and the Company in relation to the partnership program shall be by email, the IB Module, or such other means as the Company may designate.

20.2. Any notice or other communication by email is regarded as being given by the sender and received by the addressee at the time it was sent (unless the sender receives a delivery failure notification indicating that the email has not been delivered).

20.3. If the delivery or receipt is after 5:00 PM (addressee's local time), it is regarded as received at 9:00 AM the following Business Day.

20.4. The Company's designated email address for formal notices under this Agreement is: partnerships@b2prime.com (or such other email as the Company may designate from time to time).

19.5 The Introducer must provide the Company with accurate and complete contact and payment information and inform the Company promptly if anything changes.

21. Term and Termination

21.1. This Agreement shall enter into force on the date of acceptance and remain valid unless terminated in accordance with this Section.

21.2. The Company may terminate this Agreement without cause by providing five (5) days' written notice to the Introducer.

21.3. The Introducer may terminate this Agreement without cause by providing five (5) days' written notice to the Company.

21.4. The Company may terminate this Agreement and the Introducer's status immediately with no notice period for any of the following reasons:

a) if the Introducer violates any of these Terms;
b) if the Introducer engages in fraud, abusive activity, or any illegal acts or omissions;
c) if the Company has reasons to believe that the Introducer has performed or performs any actions that may result in damaging the Company's business reputation, image, or trademark;
d) if any of the Introduced Clients engages in abusive trading or is in breach of the Client Agreement as determined in the Company's sole and absolute discretion;
e) if the Introducer becomes bankrupt, insolvent, or falls under the appointment of a liquidator or receiver;
f) if the Company suspects that the Introducer shares any personal data in breach of the Company's privacy policies or this Agreement.

21.5. On Termination:

a) Where termination takes place under Section 20.2 or 20.3, the Company shall pay Rebates for all Introduced Clients actually introduced before the notice of termination, up to the termination date of this Agreement, excluding any circumstances where Rebates are not payable under these Terms.

b) Where termination takes place under Section 20.4, the Introducer's entitlement to any accrued but unpaid Rebates may be voided at the Company's sole discretion, and those Rebates may not be paid.

c) The Introducer must immediately: (i) stop promoting themselves as a member of the Company's partnership program; (ii) withdraw from publication and/or delete any Promotional Material that the Company has provided; and (iii) cease all use of the Company's name, trademarks, or materials, and shall not represent themselves as connected with the Company in any way.

21.6. Termination of the Introducer's status shall not preclude the Company from subsequently entering into or maintaining contractual relationships with Introduced Clients introduced by the Introducer.

22. Post-Termination Obligations

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

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

22.3. Rebates outstanding at the time of termination shall be paid only for legitimate trades completed prior to termination and verified by the Company (subject to Section 20.5(b))

22.4. The confidentiality obligations set out in Section 10 shall remain in force for a period of five (5) years following termination.

23. Amendments

23.1. The Company reserves the right to amend these Terms at any time with immediate effect. The Company will notify the Introducer of any such changes by email or through the IB Module.

23.2. Continued participation in the partnership program after the effective date of any amendment shall constitute the Introducer's acceptance of such amendment.

24. 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.

25. General Provisions

25.1. Entire Agreement. This Agreement, together with any documents referred to herein and the Company's General Terms and Conditions published on its Website, constitutes the whole agreement between the Parties relating to its subject matter and supersedes any prior agreements, undertakings, representations, warranties, and arrangements of any nature, whether in writing or oral, relating to such subject matter. Any representations or warranties made by the Company's staff before the Introducer's acceptance of these Terms are not effective unless expressly set out in this Agreement.

25.2. Independent Contractors. The relationship between the Introducer and the Company is that of independent contractors. Nothing in this Agreement creates any partnership, joint venture, or agency relationship between the Parties, and the Introducer has no authority to make any representations on behalf of the Company.

25.3. Severability. If any part or provision of this Agreement is held by any court of competent jurisdiction to be unenforceable, illegal, or in contravention of any rule, regulation, or by-law of any market or regulator, that part or provision shall be deemed to have been excluded from this Agreement from the beginning. The legality or enforceability of the remaining provisions of this Agreement shall not be affected.

25.4. No Waiver. No failure to exercise, nor any delay in the exercise, by either Party of any right, power, privilege, or remedy under this Agreement shall impair or operate as a waiver of such right, power, privilege, or remedy. Any waiver of the Company's rights or powers under these Terms may only be given in writing signed by an authorized officer.

25.5. Assignment. The Introducer may not transfer, assign, charge, novate, or otherwise transfer or purport to do so the Introducer's rights or obligations under this Agreement without the Company's prior written consent. The Company may assign or otherwise transfer any or all of its rights, benefits, or obligations under this Agreement at any time, subject to providing at least five (5) Business Days' prior written notice to the Introducer.

25.6. Privacy. The Company collects, uses, and discloses the Introducer's personal information to provide the services and associated support under this Agreement. The Company's Privacy Policy, located on its Website, contains information on how personal information is collected, used, disclosed, and protected. The Introducer consents to such collection, use, and disclosure for the purposes described.

26. Representations and Warranties of the Introducer

The Introducer represents and warrants to the Company that, as of the date of acceptance of these Terms and on a continuing basis throughout the term of this Agreement:

a) the Introducer has full legal capacity and authority to enter into and perform its obligations under this Agreement, and the execution of this Agreement does not violate any law, regulation, court order, or agreement binding upon the Introducer;
b) the Introducer is not subject to any regulatory prohibition, sanction, disqualification, or restriction that would prevent it from acting as an Introducer or from performing its obligations hereunder;
c) the Introducer will comply with all applicable laws, regulations, and licensing requirements in any jurisdiction in which it operates in connection with this Agreement; and
d) all information and documents provided to the Company in connection with this Agreement are, and will remain, true, accurate, and complete in all material respects.

27. Governing Law, Mediation, and Arbitration

27.1. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of The Bahamas.

27.2. Any dispute arising from this Agreement shall first be resolved through good faith negotiation. If unresolved within thirty (30) days, the matter shall be referred to mediation in Nassau, The Bahamas.

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

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

28. Language

28.1. The Company's official language is the English language, and the Introducer should always read and refer to the Company's Website for all information and disclosures. Translation or information provided in languages other than English is for informational purposes only and does not bind the Company or have any legal effect whatsoever.

29. Survival

29.1. The Parties agree that any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall survive, including but not limited to: Section 7 (Eligibility and Activity Conditions), Section 10 (Confidentiality and Data Protection), Section 13 (Intellectual Property), Section 17 (Liability, Warranties, and Indemnity), Section 21 (Post-Termination Obligations), Section 25 (Representations and Warranties of the Introducer), and Section 26 (Governing Law, Mediation, and Arbitration), and any other clauses necessary to protect the rights and obligations of the Parties beyond the termination of this Agreement.

30. 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.