



Introducing Broker Agreement

1. INTRODUCTION

- 1.1. This Introducing Broker Agreement (hereinafter referred to as the **"Agreement"**), together with its Schedules, is hereby entered into by and between Trive South Africa (Pty) Ltd, an authorized Financial Services Provider with FSP license number: 27231, duly established and doing business under the laws of the Republic of South Africa and regulated by the Financial Sector Conduct Authority (**"FSCA"**) (hereinafter referred to as **"Trive"**, **"Company"**, **"us"**, **"we"**, **"our"**, **"ours"**, **"ourselves"**), whose registered office is situated at 4 Karen Street Office Park, Bryanston, Sandton, 2191, South Africa and Trive's Partner (hereinafter referred to as the **"Referring Party"**, **"you"**, **"yours"**, **"IB"**). Trive and the Referring Party shall be referred to as the **"Parties"** together and as the **"Party"** individually.
- 1.2. Trive is a regulated Financial Services Provider, authorized by the FSCA for the provision of Category I and Category II financial services as set out in the **Annexure A – Regulatory Disclosures** document, which is available upon request and/or can be found on our website.
- 1.3. Trive is authorized for the provision of investment services through offering Contracts for Differences (CFDs) and spot Forex trading and offers its clients the ability to trade in CFDs and spot Forex via Trive's dealer facilities, which is connected to an ODP compliant liquidity solution.
- 1.4. The business activities of the Referring Party may be enhanced if the Referring Party has trading sources to which it may refer its market participants, clients or students.
- 1.5. The Referring Party is in the business of providing access to financial markets and/or educational services, including seminars, mentoring and support. In addition, they provide the following services to the clients they refer to Trive: charting support, platform customization services, programming skills, research on Trive markets, relationship maintenance and mediator services on an ongoing basis.
- 1.6. Trive appoints the Referring Party on a non-exclusive basis, to identify Prospective Clients for Trive and to make introductions of such persons to Trive according to the terms of this Agreement.
- 1.7. It is the understanding of Trive that the Referring Party offers mentorship and educational services for the benefit of the client, by offering educational sessions and mentorship lessons, in order to assist clients to make their own independent financial decisions.
- 1.8. The Referring Party agrees that it has a variety of Brokers to introduce clients and that the Referring Party at their own discretion decides to refer clients to Trive.
- 1.9. The Referring Party understands and agrees that the Referring Party is not a representative of Trive and can under no circumstances present himself/herself as a representative of Trive.
- 1.10. By signing this agreement, the Referring Party discloses and agrees that the Referring Party does not provide advice and/or intermediary services as defined by the FAIS act and that the Referring Party fully understands what is defined as advice and intermediary services in terms of the FAIS act.
- 1.11. Should the information in clause 1.10 change, the Referring Party agrees to immediately provide Trive with written notice thereof and Trive shall have the right to terminate the Agreement with immediate effect, without prejudice to its other rights and remedies pursuant to this Agreement and applicable laws.

2. DURATION

- 2.1. This Agreement shall commence by clicking the box titled *"I have read, understood and agreed to be bound by the Introducing Broker Agreement"* in Trive's Online Partner Registration Form or by signing the Introducing Broker Agreement Application Form, and such request shall be accepted by Trive and shall

continue to be in force subject to termination by: (a) either Party giving to the other notice in writing of not less than 30 (thirty) days; and (b) in accordance with clause 8.1.

3. REFERRALS

- 3.1. For the purposes of this Agreement, the “**Trading Services**” means trading facilities from time to time generally made available by Trive to its clients in respect of products marketed by Trive under the names CFD and/or spot Forex.
- 3.2. The Referring Party shall:
- 3.2.1. recommend Trive’s Trading Services to the Referring Party’s clients and any other persons who make an enquiry to the Referring Party relating to the Trading Services (all such clients and other persons being “**Prospects**”);
 - 3.2.2. provide to each Prospect all such documentation and information that Trive may from time to time reasonably require. The Referring Party shall not distribute any documentation or information relating to the Trading Services, unless the same has been approved in writing by Trive;
 - 3.2.3. at all times comply with all laws and regulatory rules applicable to the performance of this Agreement by the Referring Party.
 - 3.2.4. not make any misleading, untrue or inaccurate statement, representation or warranty to any Prospect, nor omit state any fact or give any information to a Prospect necessary in order to make any such statement representation or warranty.
 - 3.2.5. inform each Prospect that the Referring Party may be paid compensation by Trive if the Prospect opens an account with Trive;
 - 3.2.6. not use any of the trademarks, trade names, logos, get up or other insignia of Trive in any manner whatsoever without the prior express written consent of Trive and on such terms as Trive may specify.
 - 3.2.7. not do any act or thing which would or might damage the standing or reputation of Trive;
 - 3.2.8. provide reasonable information and assistance to Trive in connection with any Prospects; and
- 3.3. The Referring Party represents and warrants that it shall not market to any Prospects of Trive on any internet website on which Trive promotes the trading platform and/or in any other manner which results in the Referring Party competing with Trive in relation to the promotion of the trading platform. In addition, the Referring Party shall not carry out search engine marketing of the Trade Platform using the word “**Trive**” and/or any other name confusingly similar thereto. In the event that a Referring Party is in breach of the provisions of this clause 3.3, Trive shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Referring Party inoperative, and immediately block the Referring Party’s access, with no compensation to such a Referring Party. The Referring Party hereby irrevocably waives its rights to and shall indemnify Trive and any member of the Trive for any claim or demand made against Trive or any member of Trive’s company group, their directors, officers, shareholders, employees and/or against the site(s) in respect of such action taken by Trive.
- 3.4. The Referring Party represents and warrants to Trive that it is and shall continue to be (throughout the duration of this Agreement) duly authorized to perform this Agreement in compliance with all laws and regulatory rules applicable to it. Particularly, (but without limitation) the Referring Party represents and warrants to Trive that it will only solicit Prospects (and any other persons who may require the Trading Services) in compliance with

all laws and regulatory rules of any relevant jurisdiction and with the benefit of all appropriate registrations, licenses and/or other authorizations.

- 3.5. The Referring Party acknowledges that the arrangements contained in this Agreement are not exclusive to the Referring Party and that Trive may enter into similar arrangements with other persons (including competitors of the Referring Party). Trive may from time to time, by written notice to the Referring Party, notify the Referring Party that the Referring Party shall not refer Prospects from any particular geographic region or sector. The Referring Party shall abide by any such notice and this Agreement shall not apply to any Prospect (or person who might otherwise be a Referred Client) from such a geographic region or sector.
- 3.6. The Referring Party shall not during this Agreement directly or indirectly:
- 3.6.1. Refer, recommend or introduce any person (including any Prospect) to any person other than Trive in respect of the Trading Services and/or any trading facilities which are, from time to time, competitive with the Trading Services.
 - 3.6.2. Deal with any person other than Trive in respect of the Trading Services and/or any trading facilities which are, from time to time, competitive with the Trading Services.
- 3.7. Provided that the above provisions of clause 3.6. shall not prevent the Referring Party entering into and performing contracts with and/or otherwise dealing with any company in the same group as Trive.

4. COMMISSION

- 4.1. For the purposes of this Agreement, a “**Referred Client**” means a Prospect who (during this Agreement), as a result of a referral by the Referring Party to Trive, opens an account with Trive for Trading Services, but excludes any person who has at that time or has previously had an account with Trive.
- 4.2. In addition to any other terms and conditions set forth anywhere in this Agreement or under any applicable laws, the Referring Party shall not be entitled to receive any Commission for any Prospect unless and until such Prospect has been approved and qualified by Trive as a Referred Client. For the avoidance of doubt, Trive reserves the right, in its sole and absolute discretion, to change, modify, add or remove, at any time, any criteria applying to any of the compensation plans, including without limitation, setting any baseline, threshold, minimum deposits/earnings Commission set out in this Agreement.
- 4.3. Trive will, subject to the terms of this Agreement, pay the amount set out in Schedule A (“**Commission**”) in respect of each CFD trade and/or spot Forex trades closed by a Referred Client with Trive, with a minimum of two (2) minutes. Scalped trades with less than two (2) minute durations will not be taken into account. Trive shall be entitled to reduce the amount of Commission to reflect any increased cost to Trive in providing the Trading Services where such cost is imposed by any law or regulatory rule.
- 4.4. The Referring Party shall become eligible to earn Commission only after successfully referring a minimum of three (3) distinct Referred Clients who each have:
- 4.4.1. Funded their trading accounts with Trive with the minimum required deposit as specified by Trive, and kept the balance of the account at least at this minimum required deposit amount; and
 - 4.4.2. Executed at least one (1) qualifying trade in accordance with our Terms of Business and Client Agreement.
- 4.5. The Referring Party’s own trading account(s) with Trive shall not be taken into consideration while assessing whether the minimum deposit requirement and the minimum number of qualifying trade are fulfilled for the three (3) Referred Clients’ trading accounts with Trive as set forth under clause 4.4 hereinabove.

- 4.6. The requirement to have at least three (3) eligible Referred Clients, each fulfilling the requirements set forth under clause 4.4.1. and 4.4.2. should be maintained at all times during this Agreement in order for the Referring Party to be eligible to earn Commission. Failure to maintain the minimum number of 3 (three) eligible Referred Clients whose accounts fulfill the requirements under clause 4.4.1. and 4.4.2. may result in the suspension or cessation of Commission payments until the requirements are fulfilled again. The Referring Party hereby agrees and accepts that the requirements under clause 4.4 are conditions precedent to the eligibility to earn Commissions and the Referring Party shall not make any claims against Trive regarding suspension, cessation or non-payment of Commissions.
- 4.7. Trive shall track the Referred Client's activity for the purpose of calculating the Commission. The Commission shall be paid in accordance with the information obtained from such tracking. The Commission can be paid weekly/monthly, at Trive's sole discretion.
- 4.8. Commission paid by Trive shall be paid in any currency and method as may be determined by Trive, in accordance with Trive's policy and subject to applicable laws. Charges for wires or courier charges for cheques will be covered by the Referring Party and deducted from the Commission (as applicable).
- 4.9. The Referring Party shall bear all costs and expenses of any nature whatsoever incurred in connection with this Agreement. Under no circumstances shall Trive be liable hereunder for any amounts other than the Commission.
- 4.10. If throughout the duration of this Agreement, the Referring Party introduces any other person to Trive (who is not already known to Trive) and (as a direct result) Trive enters into an agreement with that other person ("**Other Introducer**") on the same terms as this Agreement then Trive shall be entitled to reduce the amount of additional commission to reflect any increased cost to Trive in providing the Trading Services whose cost is imposed by any law or regulatory rule ("**Additional Commission**"). For the purposes of this Agreement an Additional Client means any person introduced (during this Agreement) to Trive by the Other Introducer pursuant to the Additional Agreement and in respect of whom Trive is liable pursuant to the Additional Agreement to pay commission to that Other Introducer.
- 4.11. The following procedures will apply to all referrals and introductions of Other Introducers under this Agreement:
- 4.11.1. No referral or introduction will be valid unless acknowledged by Trive in an 'Acknowledgment Form' signed by an authorised officer of Trive.
- 4.11.2. The written acknowledgement of a referral or introduction by the 'Acknowledgment Form' will be valid for four (4) months from the date of the acknowledgement. If a business relationship between Trive and the Other Introducer is not finalized within the four (4) months period following the acknowledgment date, and the Other Introducer, after the lapse of such four (4) months period, enters into a business relationship with Trive, the Referring Party will not be entitled to Additional Commission on the Other Introducer's business.
- 4.11.3. No identification or other information concerning a prospective Other Introducer will be protected from other use by Trive unless, and until, acknowledged in writing signed by an authorised officer of Trive. Trive may place restrictions and conditions on any acknowledgement, including restrictions and conditions on the manner in which the prospective Other Introducer may be solicited.
- 4.11.4. In the event that the Referring Party introduces another Referring Party to Trive under a separate agreement then any payments made to the introduced Referring Party will be met from rebates and commissions earned by the original Referring Party.

4.11.5. These procedures for acknowledgment of referrals/introductions supersede and take precedence over anything inconsistent with them in this Agreement or any other agreement between the Parties.

- 4.12. Trive will pay any Commission and/or Additional Commission due under this Agreement weekly/monthly in arrears.
- 4.13. Trive reserves the right to amend or change any rates relating to the rebate schemes at any point and at its sole discretion.
- 4.14. All Commission and Additional Commission is stated inclusive of VAT where applicable.
- 4.15. Trive shall be entitled to deduct and withhold from any Commission and/or Additional Commission any tax or other amount it is required by any law or regulation to so deduct or withhold and any other amount payable by the Referring Party to Trive under this Agreement.
- 4.16. Trive may decline to pay compensation to the Referring Party in accordance with Schedule A and/or Schedule B for trading which Trive, in its sole discretion, determines to have been done excessively in order to generate compensation for the Referring Party without a legitimate intent to profit from market movements.
- 4.17. Trive shall be entitled to accept or reject and deal with Prospects, Referred Clients, Additional Clients and Other Introducers in its absolute discretion.
- 4.18. Trive does not accept responsibility for any act or omission of the Referring Party in the carrying out of the Referring Party's business.
- 4.19. Notwithstanding any other provision in this Agreement, Trive may, in its sole and absolute discretion, withhold, delay or deny payment of the Referring Party Commission in any of the following events:
- (a) Trive has reason to suspect that the Referring Party's activity is not in compliance with any applicable laws or regulations;
 - (b) Trive has reason to suspect that the Referring Party's activity is in breach of this Agreement;
 - (c) the Referring Party has failed to complete any form as may be required by Trive or has entered misleading or incorrect information in a form provided by the Referring Party to Trive;
 - (d) the Referring Party has failed to provide any document as may be demanded by Trive; and/or
 - (e) Trive has been notified by any third party of the alleged infringement of property or rights (e.g. intellectual property rights) by the Referring Party or by the Referring Party's activity.
- The Referring Party hereby irrevocably waives its rights to, and shall indemnify Trive and any member of the Trive Group for, any claim or demand made against Trive or any member of the Trive Group, their directors, officers, shareholders, employees or against any website in respect of the exercise by Trive of its rights in the clause 4.16.
- 4.20. Notwithstanding any other provision in this Agreement, in the event that any activity in the Referring Party's account, or in any account which appears to be controlled or managed by the Referring Party, is deemed suspicious by Trive in its sole determination, Trive may, in its sole and absolute discretion:
- (a) delay payment of the Commission to the Referring Party for up to one hundred and eighty (180) days in order to verify the relevant transactions.
 - (b) In the event that Trive determines that an activity constitutes fraud traffic, Trive shall recalculate or withhold the Commission, in its sole and absolute discretion.
 - (c) Notwithstanding clause 4.16 above and for the avoidance of doubt, in any event that Trive determines that the Referring Party is involved, whether directly or indirectly, in any fraudulent, deceptive,

manipulative or otherwise illegal activity connected to Trive or any member of Trive's group of companies, including without limitation to the site, account(s), bonus(es), client(s), etc.

Trive shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the tracking URLs assigned to such Referring Party inoperative, and immediately block the Referring Party's access, with no compensation to the Referring Party.

The Referring Party hereby irrevocably waives its rights to, and shall indemnify Trive and any member of Trive Group for, any claim or demand made against Trive or any member of the Trive Group, their directors, officers, shareholders, employees or against any site in respect of the exercise by Trive of its rights in the clause 4.20.

- 4.21. The acceptance of a payment cheque, a payment transfer or any other payment by the Referring Party will be deemed full and final settlement of Commission due for the corresponding calendar month or calculation period determined by Trive in its sole discretion. Hence, if the Referring Party disagrees with the compensation reports or amount payable, the Referring Party should NOT accept payment for such amount and immediately send Trive a written notice of its dispute. Dispute notices must be received by Trive within thirty (30) calendar days of the end of each calendar month or calculation period for which the payment is made, or the Referring Party's right to dispute such payment will be deemed waived and the Referring Party shall have no claims in such regard.

5. INDEMNITY AND EXCLUSION OF LIABILITY

- 5.1. The Referring Party shall indemnify Trive on demand against all costs, claims, losses, damages, liabilities and expenses whatsoever and howsoever arising which Trive may suffer or incur arising out of:
- (a) any fraud, misrepresentation and/or breach of this Agreement by the Referring Party;
 - (b) any advice given to any person by the Referring Party; and
 - (c) any claim, action or proceeding to which Trive may be a party (including any between a third party and the Referring Party) relating to any act or omission of the Referring Party.
- 5.2. Neither Party shall be required to do any act or thing which would be in breach of any law or regulatory rule applicable to it; deemed to be in breach of this Agreement by reason of doing any act or thing or omitting to do any act or thing in order to comply with any law or regulatory rule applicable to it; liable to the other for any special, indirect or consequential loss or damage (including without limitation any loss of revenue, business, data, profit, anticipated profit or goodwill) however caused, arising out of or in connection with this Agreement.
- 5.3. Nothing in this Agreement shall exclude or limit either Party's liability for fraud.
- 5.4. The Referring Party hereby warrants that:
- (i) it will, at all times, have the requisite capacity and authority to enter into this Agreement;
 - (ii) it does not require authorization to provide the services, or, if it does, it already has the requisite authorization and that it will promptly notify Trive in writing if there is any change in such authorization;
 - (iii) it will not issue any advertisement or distribute any promotional material, whether on the internet or otherwise, about Trive's group of companies (except for the Marketing Materials) without Trive's express prior written consent and in accordance with clause 7;
 - (iv) it will not do, or neglect to do, anything which as a result of its action or omission, leads to a detrimental outcome for Trive's group of companies,

- (v) it is duly organized, validly existing and in good standing under the laws of its jurisdiction,
- (vi) there is no action or proceedings pending against the Referring Party or any of its officers or directors in their capacities as officers or directors before any court, administrative agency or other tribunal which might have a material adverse effect on its or Trive's business or condition, financial or otherwise, or its operation. No director, officer, key employee or member of Referring Party's senior management has a criminal prosecution and/or investigation pending,
- (vii) it will carry on its operations and business as an independent contractor and not as agent or employee or representative of Trive.
- (viii) It shall not and shall make sure that its website(s) shall not be engaged, directly or indirectly, in conduct that Trive, in its sole and absolute discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of Trive's group of companies or any site or detrimental to other users of the site(s), including without limitation, directly or indirectly:
 - a. operation of an illegal business, site or subscription e-mail list;
 - b. engaging in any illegal activity of any type, including but not limited to displaying illegal content on the Referring Party's website or in the Referring Party's subscription emails or offering any illegal good or service through the Referring Party's website or subscription emails;
 - c. operation of a website that contains or promotes content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or link to a website that contains or promotes such content;
 - d. engaging in indiscriminate or unsolicited commercial advertising emails;
 - e. causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program, robot, hidden frames and redirects, and 'bogus' traffic (in each case without derogating from other remedies Trive or any member of Trive's group of companies may have in law, equity or otherwise);
 - f. establishing or causing to be established, without the prior written consent of Trive, any promotion that provides any rewards, points or compensation for and any other activity that Trive deems at its sole and absolute discretion to be of similar nature, or that allows third parties to place links to the site(s);
 - g. diluting, blurring or tarnishing the value of the trademarks;
 - h. unauthorized use of any third party's intellectual property (including, but not limited to, trademarks); or
 - i. offering any Prospect, Referred Client or any other client, whether directly or indirectly, any kind of rake-back deal.

5.5. The Referring Party shall provide true, accurate and complete information to Trive as may be requested by Trive from time to time.

5.6. The Referring Party hereby consents that Trive may disclose certain information, including the Referring Party's Compensation:

- (i) where it is required to by law;
- (ii) to any member of Trive's group of companies or any of their partners;
- (iii) to any regulator or regulatory authorities upon their reasonable request;

(iv) to such third parties as Trive deems reasonably necessary in order to prevent crime; and

(v) to such third parties as Trive sees fit to assist in enforcing its legal or contractual rights against the Referring Party, including but not limited to, debt collection agencies and legal advisors.

5.7. The Referring Party further acknowledges that it is aware that prior to receiving any Commission, the Referring Party must provide Trive with all information as may be requested by Trive. Such information shall include, but is not limited to, the following; (i) For an Individual:

- a. copy of a valid photographic identification card;
- b. full name;
- c. any national identity number;
- d. date of birth;
- e. nationality;
- f. address of residence;
- g. contact information (telephone, email, etc.);
- h. location and nature of marketing activities;
- i. copy of a recent bank statement (not older than three (3) months from the date of the

Program Participation Form) showing the name and address of such individual; and

- j. bank details for commission remittances, including name on bank account, bank account number and sort code or IBAN, Bank name and address.

(ii) For a Company:

- a. registered name;
- b. company identification number;
- c. country of registration;
- d. registered office address in the country of registration;
- e. certificate of incorporation;
- f. business address if different from registered office address;
- g. VAT registration or other sales tax reference number, or confirmation that the entity is not so registered;
- h. regulatory/licensing registration number, if applicable;
- i. license expiry date, if applicable;
- j. names of directors/partners;
- k. copy of a valid photo identification card of the main executive director and/or partner including name, address and date of birth;
- l. copy of a valid photo identification card and details of the beneficial owner(s) of 25% or more of the share capital of the company, including name, address and date of birth; and
- m. bank details for commission remittances, including name on bank account, bank account number and sort code or IBAN, bank name and address.

5.8. The Referring Party shall not market any Marketing Materials via email without the prior written consent of Trive. In case of any violation of any clause under this article Trive shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned

to such Referring Party violating the restrictions in this clause 5.8, inoperative, and immediately block the Referring Party's status with no compensation to such Referring Party. The Referring Party hereby irrevocably waives its rights to, and shall indemnify Trive and any member of Trive's group of companies for, any claim or demand made against Trive or any member of Trive's group of companies, their directors, officers, shareholders, employees or against the site(s) in respect of such action taken by Trive.

6. CONFIDENTIAL INFORMATION

- 6.1. Each Party will keep all information and/or trade secret information disclosed in relation to or in the course of this Agreement confidential, shall use same only to perform this Agreement, shall disclose it only to those employees who have a need to know same in order to perform this Agreement and shall not after termination of this Agreement use or disclose same for any reason.
- 6.2. Clause 6.1. shall not prohibit the use or disclosure of information: which is in or comes into the public domain without breach of this Agreement by the recipient thereof ("**the Recipient**"); which is lawfully acquired by the Recipient from any third party who did not directly or indirectly acquire same from the Party to this Agreement disclosing same ("**the Discloser**") subject to any obligations of confidentiality; which is not of a confidential or trade secret nature; if and to the extent required by any law or regulatory rule, provided that unless not practicable/permissible in the circumstances the Recipient shall give the Discloser notice of any such proposed disclosure before same is made.

7. INTELLECTUAL PROPERTY

- 7.1. Subject to the terms of this Agreement, Trive grants to the Referring Party, a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable, worldwide limited license to display on such Referring Party's website/printed documents the marketing material provided or approved by Trive ("**Marketing Material**").
- 7.2. Unless otherwise approved in advance in writing by Trive, the Referring Party may not promote, whether directly or indirectly, any of Trive's group of companies' trademarks and/or logos.
- 7.3. The Referring Party, and anyone on the Referring Party's behalf, shall not assert the invalidity, unenforceability, or contest the ownership of any of Trive's group of companies' trademarks/logos in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice Trive's or any member of Trive's group of companies' rights, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.
- 7.4. Except as explicitly permitted herein, nothing in this Agreement or on any of Trive's site(s), should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trive's or any member of Trive's group of companies' trademarks/logos.

All Prospects, Referred Clients and other clients shall be considered as customers of Trive or a member of Trive's group of companies only. Trive shall be the sole and exclusive owner of the database of names and contact information and any other data of all clients. The Referring Party may not contact a client without receiving Trive's prior written approval for such contact. If in Trive's opinion the Referring Party either tries to, or does, make contact with a Client without Trive's prior written approval, Trive shall be entitled to immediately terminate this Agreement and to withhold the Commission owed to the Referring Party at such time. Further, in the event that the Referring Party was provided by Trive with written approval to contact or correspond with a client, and thereafter Trive deems that such contact or correspondence is against the interests of Trive or any member of the Trive Group, Trive shall have the right to revoke the approval previously granted, to terminate this Agreement and to withhold all

Commissions owing to the Referring Party at such time. The Referring Party agrees that Trive and/or any member of the Trive Group may access information from or about visitors to the Referring Party's website and may use such information for any purpose.

8. TERMINATION

8.1. Either Party (the "**Notifying Party**") shall be entitled at any time by giving written notice to the other to terminate this Agreement by giving thirty (30) days' notice and:

8.1.1. Forthwith, in the event that the other Party commits a breach of this Agreement and (if capable of remedy) fails to remedy same within ten (10) days of being required by the Notifying Party in writing to do so (such notice to give reasonable particulars of the alleged breach); or

8.1.2. Forthwith:

- (a) on the other Party passing a resolution, or the court making an order, that such other be wound up; or
- (b) if a receiver, administrative receiver, administrator or like person is appointed in respect of all or a material part of such other's business or assets; or
- (c) if such other Party enters into any composition or arrangement with its creditors; or
- (d) if any event analogous to the foregoing occurs under the laws of any relevant jurisdiction; or
- (e) if any authority having jurisdiction over the business being conducted by this Agreement or any authority of a territory or nation in which business contemplated by this Agreement is being conducted establishes a regulatory scheme which in either Party's sole discretion would make compliance with the terms of this Agreement economically unfeasible; or
- (f) if the other Party, or any of its officers, directors, members, managers or principals, has been found by a judicial body or regulatory agency to have perpetrated fraud or any other act of theft or dishonesty or have been accused of a crime, if that fraud, theft, act of dishonesty or crime is of such notoriety as would bring disrepute to either Party; or
- (g) if the other Party has acted with disregard for the care and maintenance of client relationships.

8.2. Subject to the terms of this Agreement, including but not limited to clause 4.20.b. and clause 7.4., Termination shall not affect accrued rights and remedies nor the continuance in force of any provision hereof which expressly or by implication is intended to survive termination (including clause 6).

8.3. Trive may at its sole discretion terminate this Agreement if no new business has been brought in and no rebates have been paid for a period of six (6) consecutive months.

8.4. The Referring Party shall not be entitled to any payment of Commission or Additional Commission in respect of any period after termination.

8.5. Nothing in this Agreement shall prevent or restrict Trive from dealing with Prospects and Referred Clients, Additional Clients and Other Introducers after termination.

9 ABUSIVE TRADING BEHAVIOUR

- 9.1. Notwithstanding any other provision in this Agreement, Trive may decline to pay compensation to the Referring Party in accordance with Schedule A and/or Schedule B for any trading by the Referring Party and/or any clients referred to Trive by the Referring Party which Trive, in its sole and absolute discretion, determines to be abusive.
- 9.2. Furthermore, in the event of any actual or suspected abusive trading behaviour on the part of the Referring Party and/or any of the clients referred to Trive by the Referring Party, Trive may in its absolute and sole discretion, cancel any trades made by the abusive party and withhold, delay and/or deny any payments that would otherwise have been due to the abusive party but for the abusive trading behaviour in question.
- 9.3. Trive also reserves the right to cancel this Agreement and immediately close any client accounts related to the Referring Party in the event of any behaviour which Trive, in its sole and absolute discretion, determines to be abusive.
- 9.4. The Referring Party hereby irrevocably waives its rights to, and shall indemnify Trive and any member of Trive Group for, any claim or demand made against Trive or any member of the Trive Group, their directors, officers, shareholders, employees or against any site in respect of the exercise by Trive of its rights in the clause 9.

10. AGREEMENTS

- 10.1 Neither Party is the agent of or has any authority to bind or make any representation or warranty on behalf of the other. Neither Party shall hold itself out as such an agent and/or as having any such authority. This Agreement shall not constitute a joint venture or partnership between the Parties and neither of the Parties is the agent of the other.
- 10.2 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement (whether oral or written) between the Parties relating to the subject matter of this Agreement and applies in addition to any other terms and conditions of Trive as may be found on Trive's site(s). The Parties acknowledge and agree that in entering into this Agreement, they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement.
- 10.3 Trive may modify any of the terms of this Agreement at any time(s) and in its sole and absolute discretion, upon posting notice on Trive's site(s). The Affiliate's sole remedy if such modification is not acceptable to it, is to terminate this Agreement in accordance with clause 8.
- 10.4 Nothing in this Agreement is intended to or shall operate to create a partnership, joint venture, employment, representative or agency relationship between the Parties. No provision of this Agreement shall be enforceable by a person who is not a Party, but this does not affect any right or remedy of a third Party which exists or is available. Each of the provisions of this Agreement is separate and severable and enforceable accordingly. If any provision or part thereof is found by a court to be invalid, illegal or unenforceable in any jurisdiction in connection with its performance, such provision shall: (a) be deemed to be deleted to the minimum extent necessary in the relevant jurisdiction (which can include deleting only part of the relevant provision); and (b) continue in full force and effect without deletion in jurisdictions where it is not invalid, illegal or unenforceable. Any deletion of a provision under this clause shall not affect the validity and enforceability of the remainder of this Agreement.

- 10.5 Neither Party will be deemed in breach of this Agreement nor liable to the other in the event of any delay or failure to perform by reason and to the extent and duration of any cause beyond its reasonable control including without limitation failure of a utility service, breakdown failure or interruption of power supply or any electronic communication transmission or information system, accident, breakdown of equipment, plant or machinery, fire, flood, storm, default of sub-contractors or suppliers, act of God, war, civil war, armed conflict, terrorist attack, riot, civil commotion, malicious damage, nuclear, chemical or biological contamination, failure or delay of any third Party, compliance with law and/or any regulatory system. Each Party shall promptly notify the other of any such cause.
- 10.6 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a Party from subsequently requiring compliance with the waived obligation.
- 10.7 The Referring Party shall not without the prior express written consent of Trive assign, transfer, charge, sub-license or deal in any other manner with this Agreement or any of its rights and/or liabilities under it. Trive shall be entitled to assign, transfer, charge, sub-license or deal in any other manner with this Agreement or any of its rights and/or liabilities under it.
- 10.8 Any notice under this Agreement shall be in writing and shall be served by delivering it personally or sending it by pre-paid first-class post to the addresses set out on the first page of this Agreement (or the other business address of the Party to be served from time to time), addressed for the attention of the Chief Operating Officer. Any such notice shall be deemed to have been received:
- 10.8.1 if delivered personally, at the time of delivery; and
 - 10.8.2 in the case of pre-paid first class post forty-eight (48) hours from the date of posting.
- 10.9 Trive will at its absolute discretion notify all clients introduced to it by the Referring Party of any remuneration and mark-ups being paid to them resulting from the trading activity of the client. It is also the Referring Party's obligation to notify its clients of any income it receives from Trive through their trading activity.
- 10.10 This Agreement may be translated into other languages but, in the event of any inconsistency or ambiguity as to the meaning of any word or phrase in any such translation, the English text shall prevail.
- 10.11 If a dispute or controversy arises out of or in connection with this Agreement, the Parties shall try to amicably settle such dispute or controversy. If an amicable settlement cannot be reached, the courts of the Republic of South Africa shall have exclusive jurisdiction to hear and finally settle all such disputes and controversies. To this end, with respect to any proceedings, the Referring Party irrevocably:
- agrees that the courts of the Republic of South Africa shall have exclusive jurisdiction to settle any proceedings,
 - submits to the jurisdiction of the Republic of South Africa courts,
 - waives any objection which the Referring Party may have at any time to the commencement of any proceedings brought in any such court and agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Referring Party.
- 10.12 This Agreement may be signed by the Parties in counterparts which together shall constitute one and the same Agreement between the Parties and shall become effective at such time as each of the Parties shall have signed such counterparts and shall have notified the other Party thereof. IN WITNESS WHEREOF, the Parties

have executed this Agreement and attached Schedule(s) on this day and incorporate all terms into the accompanying Introducing Broker Agreement.

10.13 The Referring Party is in no way affiliated with and/or representative of Trive and is prohibited from falsely presenting themselves as being affiliated with and/or representative of Trive in any way whatsoever. The Referring Party hereby irrevocably waives its rights to and shall indemnify Trive and any member of the Trive Group for, any claim or demand made against Trive or any member of Trive Group, their directors, officers, shareholders, employees and/or against the site(s) in respect of any false or misleading representations made by the Referring Party and/or its clients.

SCHEDULE A

Volume based rebate commission will be applied in accordance with the volumes traded as stated above. For the purposes of this Schedule A, the term “**lot**” shall mean:

- a. One “lot” shall mean 100,000 (one hundred thousand) units of the first named currency where the first named currency of a currency pair on the Trive trading platform is one of the following currencies: AUD, CAD, CHF, EUR, GBP, USD and NZD.
- b. For all other currency pairs, one “lot” is the amount of the first named currency pair that is equivalent to USD 100,000 (One hundred thousand US Dollars) at the Trive exchange rate for that currency at 10pm (UK time) on the last Trive business day of the month. To determine the number of lots, the total USD equivalent of all such first named currencies shall be divided by USD 100,000.
- c. For Gold (XAUUSD), the Trive lot size is 100 troy ounces and for Silver (XAGUSD), it is 5000 troy ounces.
- d. One “**effective lot**” shall mean 1 (one) lot traded round turn on the Trive trading platform. For the purposes of this schedule, the term “round-turn” means a closed position. This does not include a fully hedged position where a client may be long and short of the same market.
- e. For FX pairs and metals, 1 (one) lot is 1 (one) "effective lot". For Commodities, Indices and Cryptocurrencies, one "effective lot" shall mean 10 (ten) traded round. For Stocks, 1 (one) "effective lot" shall mean 100 (one hundred) lots traded round.

SCHEDULE B

If an error is made in the calculation of your remuneration, Trive reserves the right to correct such calculation at any time and to reclaim from you any overpayment made by Trive to you (including, without limitation, by way of reducing future payments which might otherwise be due to you from us from time to time). Net revenues received in currencies other than USD shall be converted in accordance with Trive's Standard Currency Exchange Policy.

While every effort is made during the account opening process to verify the authenticity of new accounts and subsequently their payments to us, we cannot be held responsible for any fraudulent claims or charge-backs originating from the Referring Party's introductions to us. As such we reserve the right to offset any such cost to Trive against payments owed to the Referring Party, until such loss is fully repaid.

All payments made by Trive to the Referring Party are subject to our internal policy and procedures on anti-money laundering and fraud. We have the right to withhold any payment if we believe that by not doing so would lead to a breach in the law or our statutory regulations.

The relevant payment owed to you by Trive will be automatically raised and paid out (in accordance with this Agreement) typically within ten (10) business days of the end of the relevant calculation period. Such payments shall be paid in US Dollars, where applicable.

Referring Party's rebate earnings cannot exceed the total amount deposited by the clients they have referred. To combat the introduction of scalpers to Trive from referrers, Trive reserves the right not to pay rebates to the Referring Party for trades where their clients have traded in and out of a position, either directly or indirectly through hedging, in less than two (2) minutes or the right to claim any damages that may occur.

Trive Terms of Business will apply to all clients introduced by the Referring Party.

On behalf of Trive:

Name: _____

Position: _____

Date: _____

Authorised Signatory: Trive

On behalf of the Referring Party:

Name: _____

Position: _____

Date: _____

Authorised Signatory: Referring Party