



KVB//PRIME

Gateway to the World's Markets

IB Cooperation Agreement

V 3.0.0

**THIS AGREEMENT IS MADE BETWEEN THE FOLLOWING PARTIES:****Party A: KVB PRIME Limited****Party B: _____**

KVB PRIME Limited (hereinafter called the "Firm" or "KVB PRIME") , is a broker focused on providing foreign exchange trading, CFDs and trading product related services.

Party B Marketing Agent (hereinafter called the "IB") is expanding the company's business mainly based on the company's products and development strategies, and the business expanding is based on performance-orientated direction.

Now it is hereby agreed between KVB and the IB as follows:**1. Scope**

KVB PRIME will undertake trading transactions on spot FX and Contract for Differences (CFDs) on commodities, energy, stocks and indices etc with investors introduced to KVB PRIME by IB (hereinafter "the Customers") on the terms described in this Agreement.

2. Obligations of KVB PRIME

2.1 KVB PRIME shall be responsible for all dealing and settlement obligations to Customers which it will perform in accordance with the terms of the customer agreement separately entered into between KVB PRIME and the Customer (hereinafter the "Customer Agreement").

2.2 KVB PRIME shall have no obligation to investigate the facts surrounding any transaction that the IB may have with the Customers or other persons. Notwithstanding the foregoing, KVB PRIME, in its absolute discretion and without prior notice to the IB, may take whatever action it deems necessary and proper on behalf of the Customers, to protect the Customers' interests.

2.3 The Firm will have no liability to IB' s clients or to the IB for any advice, decision or recommendation given or made by the IB and the IB will indemnify the Firm for any loss or liability arising from any such advice, recommendation or decision or from any delay, default or neglect by the IB in relation to any services provided to its clients.

2.4 The Firm will not be responsible for any costs and/or expenses by the IB which may incur by the implementation or



negotiation of this Agreement. Nor is the Firm responsible for providing premises, record keeping or other similar services to assist the IB in carrying out this Agreement.

25 KVB PRIME shall be under no obligations whatsoever to accept any individual introduced to KVB PRIME by the IB as a Customer.

3. Obligations of the IB

3.1 The IB represents and warrants that:

I. It will have the requisite capacity and authority to enter into this Agreement; it is fully authorised and/or licensed in the jurisdiction(s) governing IB activities, to conduct the activities required by this Agreement, and the IB will only introduce prospective customers to the Firm with their prior agreement.

II. In respect of the services contemplated under this Agreement, it shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption.

III. The IB will indemnify and hold harmless the Firm, its directors, officers, employees, affiliates and any member company of the parent group, from and against all liabilities, claims, demands, proceedings, costs, damages, expenses (including legal fees) and penalties arising out of any breach of this Agreement, negligence, fraud or wilful default by the IB (or person appointed by the IB).

IV. Where required by financial regulation, details of the commission payable under this Agreement in respect of investment products will be supplied to any customer on request, and they will be provided with notice of their entitlement to this information. The IB also agrees to disclose details of the commission payable to him under this Agreement where a customer makes such a request.

V. The IB will disclose any previous sanctions imposed in the last five years by any regulatory or legal body and will promptly advise the Firm of any regulatory or legal investigation carried out during the term of this Agreement.

VI. Where the IB owns or operates a website and wishes to include the Firm's services, the following information and functions must be set out in the website:

VII. The Firm's Risk Warning with respect to trading FX and CFDs, as it appears at KVB PRIME's website; (The Firm's other legal documents, such as Conflicts of Interest and Best Execution Policy are also available on website or/and upon request.)

VIII. Any information or designation that refer to the Firm should be approved by the Firm in advance and then be included in the website;

IX. A link from the IB's website to KVB PRIME's website (or other regional or language-specific website belonging



to KVB PRIME). Please note that English is our official language of communication. In the event of any conflict between the English and other language versions, the English version shall prevail;

X. The IB will not present itself as an agent or affiliate of KVB PRIME and will not act on behalf of KVB PRIME, without the prior written consent of KVB PRIME; the IB will not use the word "KVB PRIME" , in any form of promotion or advertisement.

XI. The IB may only use the KVB PRIME logo with the prior written permission from the Firm. In such cases, the logo should indicate that it is the property of KVB PRIME. Such permissions will never allow the IB to have any rights in exploiting or otherwise taking advantage of the Firm' s intellectual property for its own purposes other than using the logo or trade mark according to the instructions of KVB PRIME and for the purposes of this agreement.

3.3 With regarding to financial promotions material, the IB shall agree to:

I. The IB must not register any domain name in any country that will include the name "KVB PRIME" without the Firm' s prior written permission. If such permission is granted, the IB agrees and is obligated that upon termination of such permission any registered domain names will be transferred to the Firm so that the Firm becomes the registered proprietor of them and so that the IB will abandon the use of these domain names without being able to continue using them for any purpose.

II. Unless with prior written permission from the Firm, the IB should not provide information of any kind relating to KVB PRIME or its affiliates to the press by way of interviews, press releases or otherwise.

III. The IB shall provide KVB PRIME with drafts of all written information, advertisements or any financial promotion materials intended to be circulated by it which relate to or mention KVB PRIME prior to the proposed date of publication and shall not release the same until written approval is obtained.

IV. The IB will be responsible for the payment of any taxes and/or charges and/or duties paid arising from the course of the IB' s business.

3.4 The IB, in pursuance to this Agreement, is not authorised to respond on behalf of KVB PRIME or its affiliates to any enquiries or requests for information received from the press relating to KVB PRIME or its affiliates and the IB shall, unless from time to time notified otherwise by KVB PRIME in writing, decline to answer and refer all such enquiries and requests to KVB PRIME.

4. Customer Accounts

4.1 When referring a Customer to KVB PRIME, the IB shall explain in writing, in such a form and substance reasonably acceptable to KVB PRIME, to each such Customer the relationship between the IB and KVB PRIME. Such written



explanation shall refer to the following:

I. That KVB PRIME and the IB are separate business entities and are not associated in anyway.

II. That the IB will act as an agent for the Customer and must not provide any trading advice on behalf of KVB PRIME.

KVB PRIME merely processes the transactions on an execution-only basis.

4.2 The IB understands that it does not have the authority to extend any form of credit or guarantee in lieu of necessary margin requirement to the Customers.

4.3 Upon receipt of any communication issued by or on behalf of any other government or self-regulating agency to the IB concerning any investigation or disciplinary proceeding related to the IB or KVB PRIME, the IB will transmit a copy of the communication within 2 days to KVB PRIME.

5. Management Responsibilities

5.1 KVB PRIME and the IB will, independent of one another, supervise the activities and training of their respective officers, employees and agents in the performance of their functions, and neither shall be responsible for the other's officers, employees and agents. If the IB or KVB PRIME or its affiliates are required by any laws and regulations to obtain or disclose any information, each of them should use all reasonable endeavours to assist the other to comply under such laws and regulations with their respective obligations.

5.2 The IB shall have no power or authority to incur any liability on behalf of KVB PRIME or its affiliates or in any way to pledge the credit of KVB PRIME or its affiliates or accept or make any contract binding upon KVB PRIME or its affiliates or give or make any warranty or representation on their behalf.

5.3 Nothing in this Agreement shall constitute a partnership or joint venture between the parties or constitute either party hereto being the employee or agent of the other and, in particular, shall not constitute the IB being the agent of KVB PRIME for any purpose, the IB acting as agent or adviser to Customers.

6. Complaints

The IB shall notify KVB PRIME in writing of any complaint against KVB PRIME made known to the IB by a Customer and on receipt of such notification KVB PRIME will process the complaint in accordance with its complaints procedure.

7. Prevention of Money Laundering

KVB PRIME is required to establish and maintain specific policies and procedures concerning money laundering and in particular the strict implementation of the "Know Your Customer" principal. If satisfactory evidence relating to the identification of the Customers has not been obtained by KVB PRIME within a reasonable time period, KVB PRIME reserves the right to cease the arrangement under the terms of this Agreement. The IB is required from time to time to help the



Firm to obtain the Customers' identification documents.

8. Payments

8.1 KVB PRIME agrees to pay fees in the form of Rebate and Markup to the MA based on the negotiated Rebate and Markup Schedule. This is attached and forms an integral part of this Agreement.

8.2 In the event that the IB is in breach of this Agreement, the Firm shall be entitled, without prejudice to any other remedies that may be available, to withhold payment on part or all of the commission until such time as the breach has been remedied. The Firm will inform the IB immediately in writing, providing 10 days for such breach to be remedied. It is understood that the Firm's right to withhold commissions is independent of its obligation to notify the IB of the breach.

9. Indemnities

The IB will indemnify KVB PRIME against and hold KVB PRIME harmless from any losses, damages, and liabilities to which KVB PRIME becomes subject at any time as a result of any act or omission of the IB in connection with its relationship with KVB PRIME or any introduced account. The IB will reimburse KVB PRIME for any costs, and expenses, including legal fees, incurred by KVB PRIME arising out of or in connection with any claim in connection with the foregoing, whether or not resulting in any liability.

10. Confidentiality and Data Protection

10.1 Both parties to this Agreement shall treat the fact and terms of their business relationship as confidential information. Neither party will disclose any confidential information to any third parties either during the term of this Agreement or after the Agreement has been terminated except in compliance with the requirements and instructions of the respective legal and regulatory authorities. The IB shall undertake all necessary steps so as the confidentiality obligations arising under this Agreement are extended to all employees, agents and/or representatives of the IB.

10.2 By entering into the Agreement, the IB will be consenting that we or our associates or service providers may transfer data, including personal data to other countries, including countries outside the EEA which may not have data protection laws. By accepting the Agreement, the IB consents to such transfers on behalf of the Customers. KVB PRIME will not sell or transfer personal data relating to the IB to any third party.

11. Entire Agreement

11.1 This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereto. This Agreement may be amended or modified only in writing agreed by both parties. KVB PRIME and the IB acknowledge and agree that they will consent to any variations which are necessary as a result of a change in the relevant laws and regulations.



11.2 This Agreement may be terminated by either party giving the other one month's notice in writing. However, this Agreement may be terminated immediately by either party if any representation or warranty of the other ceases to be true or any obligation of the other is not duly performed or, in the absolute discretion of either party, the other has failed to comply with the laws and regulations. Any such termination will not affect any obligations which may already have arisen under this Agreement.

12. Applicable Law

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

IB/Representative signature:

Signed by the natural person

OR

For Companies (to be signed in line with its mandate that allows those persons to sign on behalf of the company. This is usually either two directors or a director and the company secretary)

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____