



KATO PRIME

GLOBAL ASSETS & EQUITIES

PARTNER AGREEMENT

KATO PRIME LIMITED

1. Terms and interpretations.

- a) Client in an individual or a legal entity registered on the kato Prime Group Limited (hereinafter referred to as “Company” or “Kato Prime”) website.
- b) Partner (hereinafter referred to as “Partner” or “IB”) is the Client whose application for the partner status submitted via the Kato Prime’s website was approved by the company.
- c) Referral Link is a special link to Kato Prime website containing a unique partner identifier. The Referral Link is the main means of attracting and tracking the Clients by the IB.
- d) ID is the Partner’s unique identification number.
- e) Partner’s commission is the amount payable by the Company to the Partner for their client’s trading operations.
- f) Wallet is a special account dedicated to transactions and money settlement; partner’s commission will credited in the wallet.
- g) Active client is type of Client’s profile on the Kato Prime website for a clients whose trading accounts cumulatively hold of fund above 100 USD or more and have at least five Valid Orders closed within the last 30 days from applicable date.
- h) Valid order is a trade compliant with all the following conditions:
 - The trade lasted for **180 seconds** or more
 - The difference between Open Price and Closed price of the order equals or exceed **20 points**
 - The order was not opened or closed by means of Partial Closed and/or Multiple Closed

2. General provisions

- a) Partner Agreement (hereinafter—‘Agreement’) sets forth the relationship between the partner and company (cumulatively—‘Parties,’ solely—‘Party’). All of the possible interactions, relationships, and cooperation between the partner and the company shall be governed by this Agreement solely.
- b) Shall any situation not covered by the Agreement arise, the Company shall resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice. Partners agrees that such decision of the Company shall be final.
- c) The Agreement comes into effect the moment the partner’s application is approved. The Agreement is deemed valid, signed, and functional after the IB receives the approval of their application.

- d) This Agreement does not imply employment. The IB shall not be considered as the Company's representative, and the Company shall not bear any responsibility for the IB's actions (or failure to act).

3. Partner right and obligations

3.1. Partner entitled to do the following:

- a) Promote the Company's services, website, promotions, special offers, and other related information.
- b) Perform any actions compatible with the applicable legislation and business ethics to attract clients.
- c) Open profiles for the Clients using the Referral Link
- d) Receive the IB Commission for Client's trades.
- e) Perform internal transfers from the IB's trading account or Wallet to the Clients' accounts.
- f) Provide Clients with the Company's information, news releases, updates, or other related information.

3.2. Partner undertakes the following:

- a) Perform all activities in full compliance with applicable local and international legislation.
- b) Inform the Company immediately of any interference with the partner's activities.
- c) Use maximum effort into acquiring Clients for the Company
- d) Keep confidentiality regarding any information that expressly or implicitly concerns the Company and becomes available to the partner.
- e) Notify the Company about all facts or circumstances that might lead to any potential risks to the Company in case the partner becomes aware of them.
- f) Let the Client know about the risks of Forex trading prior to opening a real account.
- g) Inform each potential Client about the partner's status and privileges prior to entering into any agreements of relationship.
- h) Immediately notify the Company of any changes in the IB's contact information.

4. Company obligations

- 4.1 Company undertakes the following:
- a) Provide the Partner with all the necessary assistance to fulfil the obligation set forth in the Agreement.
 - b) Pay out the Partner Commission under the conditions of the Agreement.
 - c) Provide the full range of the Company's services, as stated in the Customer Agreement to the Clients attracted by the IB.
 - d) Provide execution for the IB Clients' orders and corresponding calculations of the IB Commission due. The Company, however, does not provide statements of the Client transaction.

5. Partner restrictions

- 5.1. The IB is prohibited from doing the following:
- 5.1.1. Using any deceptive or fraudulent advertising to promote the Company's services. Such as may include (but limited to):
 - 5.1.1.1. APS (Active Promotion Systems)
 - 5.1.1.2. advertising on indecent (including pornographic) websites.
 - 5.1.1.3. advertising on the websites that do not comply with the IB's country legislation.
 - 5.1.1.4. spam and spamdexing
 - 5.1.1.5. advertising with misleading or distorted services description, or failure to explain the risks and services to the customers.
 - 5.1.1.6. any other activities that might harm the Company's positive image.
 - 5.1.1.7. any other ways of fraudulent advertising
 - 5.1.1.8. registering and/or using domains containing the Company's name or branding or other objects of intellectual property.
 - 5.1.1.9. providing any guarantees and/or promises, as well as making any statements regarding any payouts or any agreements set forth by the Company.
 - 5.1.2. Incorporating and/or using a legal entity containing the Company's name or branding or other objects of intellectual property
 - 5.1.3. acting as the Company's representative
 - 5.1.4. Using the Company's direct URL in any PPC systems (Google, Yahoo!, Live, or similar) as well as the Partner's referral link. It is also prohibited to redirect or

- attract customers to the Company's website by any other forced (fraudulent) way.
- 5.1.5. Assuming any responsibility on behalf of the Company or placing the Company under any obligations
 - 5.1.6. Opening real or demo accounts or register with the Company's services on behalf of the Client, as well as save, store, or disclose the Client's access credentials or any Client's personal information.
 - 5.1.7. Providing any advice to the Client regarding trading strategies, or in any other way, influence the Client's decisions. The Company shall not be liable for the consequences of such advice.
 - 5.1.8. Publishing or participating or cooperating in publishing any materials in mass media; issue any newsletters or assist in issuing or creating any content in newspapers, magazines, or other mass media, blogs, internet forums, social networks, or similar, which may expressly or implicitly harm the positive image of the Company.
 - 5.1.9. Undertaking any commitments in the name of the Company or binding the Company with any commitments.
 - 5.1.10. Providing any guarantees and/or promises, as well as making any statements regarding any payouts or any agreements set forth by the Company.
- 5.2. If partners violation of this Agreement (including unauthorized actions or statements made by the partner) entails legal action filed against the Company, the Partner shall be held liable for all losses incurred by the Company. Losses shall be understood as expenses the Company has incurred or will incur while restoring its rights and interests (real losses), as well as the revenue the Company would have earned under normal business conditions (lost profit), damage of property interests or the Company's business reputation as a result of Partner's failure to fulfil its obligations. The Partners have no right to dispute the amount the Company claims for damages.
 - 5.3. If Partner violates the terms and conditions of the Agreement (fully or partially), the Company reserves the right to block the Partner's trading accounts and the Wallet and exclude Clients from the Partner's Client list until the Partner/IB compensates the losses that the Company has suffered from the breach of the Agreement. The Company is entitled to cover losses inflicted by the Partner with money payable to the Partner/IB under the Partner Agreement and also under the Customer Agreement and its corresponding regulations.

- 5.4. The Partner, the Partner's relatives, or any other affiliated parties cannot act as the Clients of the Partner/IB. Should any data of the partner match the data of any Client (such as passport details, address, birth date, telephone number, email address, IP addresses, or similar), the Client's login shall be removed from the Partner's Client list, and the Partner/or IB Commission payout based on this Client's performance shall not be paid. User profiles that share the same IP address may be considered as one active profile. Should the IP address of the Client be the same as the one of the Partner, they may be considered affiliated, and the Partner/or IB Commission payout for such Client profile's performance shall not be paid. Such behaviour shall be deemed 'Auto-referral activity'.
- 5.5. If the Client(s) file any complaints against the activities of the Partner, that Partner shall independently address all such complaints and shall indemnify and hold the Company harmless from all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with such complaints.

6. Company rights

- 6.1. The company is entitled to do the following:
 - 6.1.1. Perform control of the Partner's activities under the provisions of the Agreement
 - 6.1.2. Request a detailed report from the Partner on the latter's fulfilment of the provisions of the Agreement.
 - 6.1.3. Void the Agreement if the Partner fails to attract five Active Clients within 90 days since the registration.
 - 6.1.4. Void the Agreement if the Partner's Clients' cumulative deposits are lower than 250 USD within three months.
 - 6.1.5. Exclude the Client(s) from the Partner's referrals (Clients) list.
 - 6.1.6. Unilaterally modify the Partner Commission and payout conditions. Such modifications are subject to prior written notification.
 - 6.1.7. Inform the Client(s) registered under the Partner that the Partner receives the Partner /or IB Commission for their trades (without disclosing any Partner's details such as any personal information and/or information related to the amount of the Partner /or IB Commission earned/paid out)
 - 6.1.8. Void the Agreement if the Partner fails to meet its provisions.

- 6.1.9. Amend this Agreement at any time without the necessity to get any prior approval from the IB. The Partner hereby agrees and confirms that the Company is deemed to have duly notified the Partner about such amendments by publishing the amended Agreement on its website.
- 6.2. If the Partner uses fraudulent methods for acquiring the Clients, the Company reserves the right to void the Agreement and cancel (partially or completely) the Partner/or Commission. All the Partner's Clients, in this case, shall become direct Clients of the Company.
- 6.3. If the Company's revenue received from the Partner Clients' trading becomes less or equal to the commission the Company paid to the Partner, the Company reserves the right to lower the Partner /or IB Commission or to exclude such Client from the Partner 's referrals (Clients) list.

7. Limitation of liability

- 7.1. Under no circumstances shall the Company be liable or bear any responsibility for Partner's actions, failure to act, or any consequences thereof.

8. Partner/IB Payout

- 8.1. The company pays the partner/or IB commission for the client's trades.
- 8.2. Partner/or IB shall received commission within 24hours for each client's trade.
- 8.3. If a commission payout day coincides with a bank/public/national holiday or other non-working day, commission will be paid to next day working day.
- 8.4. Partner's program is a multi-level structure with 2 levels maximum, meaning the client will continue to be earning for up to 2 levels. Successfully reaching level 2 carries a capped, additional commission will be agree between Kato Prime and partner, which may potentially increase partner's commission base on assessment.
- 8.5. Partner/ or IB shall received commission if client trade's position(s) are being closed equal or more than **180 second**, Open Price and closed Price of the trade more than **20 points**.
- 8.6. The partner/or IB commission shall be determined by the Partner tier and type of the trading account the client used for trading.

8.6.1. The commission structure amount to the following:

TIER	ACTIVE CLIENTS	USD PER LOT PAID
BASIC	5+	5
STANDARD	35+	8
PROFESSIONAL	45+	12

- 8.7. The Partner/or IB Commission shall be paid to the IB's Wallet on the Company's website only. Partner/or cannot claim to receive any other kind of compensation.
- 8.8. The Partner/or IB Commission shall be paid to the IB's Wallet in the U.S. dollars only regardless of the currencies of the accounts used by the Partner's Clients. Should the IB's Clients trade on the accounts where the Fixed Rate option is applied, such Partner/or IB's Commission is also paid out in accordance with the fixed rate applied.
- 8.9. The Partner/or IB Tier shall be calculated and updated every once in 24 hours simultaneously with the Partner/or IB Commission payout.
- 8.10. The Partner acknowledges that the change of the Partner/or IB Rank (that is, the increase of the number of active Clients) is applied during the Partner/or IB Commission payout time. No claims of 'lost profit' shall be accepted.

9. Force majeure

- 9.1. The Parties shall not be held liable for failure or partial failure to fulfil their obligations should this failure result from a force majeure event or circumstance (including but not limited to fire, earthquake, or other natural disasters, war or other military operations, blockades, acts of God, government regulations, and other extraordinary and unavoidable circumstances beyond the Parties' control).
- 9.2. The Party for whom it becomes impossible to fulfil the obligations undertakes to inform the other Party through written notification of the onset, estimated duration, and cessation of the abovementioned circumstances within five business days from the moment of their onset and cessation.
- 9.3. The facts set out in the notification should be confirmed by a competent authority or organization of the respective country. The delay or absence of notification by the Party concerned deprives the said Party of the right to cite any of the abovementioned circumstances as grounds for release from responsibility for the failure to fulfil its obligations.

- 9.4. Should the inability to either completely or partially fulfil obligations last more than three months, the Agreement shall be automatically terminated.

10. Acceptance

- 10.1. Upon acceptance of the Agreement, Partner confirms the following:
- 10.1.1. the Partner/or IB is familiar with the terms and conditions of the Agreement.
 - 10.1.2. the Partner/or IB completely understands and agrees to all terms and conditions set forth by the Agreement.
 - 10.1.3. no circumstances might prevent the adoption of the Agreement.

11. Termination of Agreement

- 11.1. The Agreement shall commence upon the Partner's acknowledgement and acceptance of this document and may be terminated by either party any time, with or without cause, effective immediately.
- 11.2. The Agreement and/or any right of the partner associated with this Agreement may be terminated or suspended by the Company without notice on suspicion of any malpractice or breach of any provision of this Agreement.

12. Warranty Disclaimer

- 12.1. Kato Prime makes no warranties and disclaim all warranties including:
- 12.1.1. Warranties of merchantability for particular purpose
 - 12.1.2. Warranties or representations that the Company's services or products and platforms do not infringe or violate any intellectual property of any third party in any jurisdiction.
- 12.2. Partner understands and agree that the company's services and product may not satisfy all Client requirements and may not suitable for all Clients.