



TrioMarkets™
TRUSTWORTHY TRANSPARENT TRADING

REFERRAL PARTNER AGREEMENT

www.triomarkets.eu

TrioMarkets™ REFERRAL PARTNER AGREEMENT

THIS AGREEMENT is made on _____ between **EDR FINANCIAL LIMITED** a company incorporated and registered under the laws of the Republic of Cyprus with company number HE336081 whose registered office is at 48 Inomenon Ethnon, Guricon House, Larnaca, Cyprus (herein after referred to as the "**Company**" or "**EDR**") on one part and _____, with PartnerID _____ and holder of Passport No. /ID _____ (here in after called the "**Referral Partner**") of the other part.

This Agreement sets out the obligations of the Referral Partner (as defined below) in acting, on the basis and within the terms and limits of this Agreement, for EDR. These obligations include indicatively: (a) that the Referral Partner adheres to the Companies policies and procedures at all times; and (b) the limits and restrictions set on the Referral Partner in executing the activities envisaged herein. Specifically, the Referral Partner is prohibited from offering any form of investment advice to clients or from managing or operating any trading account of, or for, any client or from receiving any funds from any client for whatever purpose. The Referral Partner is further prohibited from using any language or practices that may be construed as offering any promise or guarantee of any trading gain or profit to any client. The Referral Partner is notified that nothing in its communications or interactions with any actual or prospective clients (whether verbal, written, electronic or otherwise and through whatever medium) in relation to EDR or the trading platform TrioMarkets™ or any other trading platform operated by EDR, should be untrue, unfair, misleading or aggressive. Unless specifically authorized by EDR on an individual, case by case basis, and within prescribed limits, the Referral Partner is prohibited from using the name of EDR, or the trade mark and logo of TrioMarkets™. The Referral Partner should note that EDR is a regulated investment firm and that TrioMarkets™ is a trading platform and brand operated by EDR. The Referral Partner must avoid at all times being in any conflict of interest with any actual or prospective client of EDR.

REFERRAL PARTNER

Signature: _____

1. INTRODUCTION AND GENERAL TERMS:

- 1.1 EDR Financial Limited being a private company and existing under the laws of the Republic of Cyprus operates as a Cyprus investment firm authorized and regulated by the Cyprus Securities and Exchange Commission (the "CySEC") under CIF license number 268/15 to offer investment and ancillary services in respect to Contracts for Differences (the "CFDs").
- 1.2 This legal contract (the "Agreement") is entered between the Company and the person(s) who has/have completed the Triopartners Register Account Form to become an Affiliate (the "Referral Partner"), through the Company's website, i.e. www.triomarkets.eu, (the "Website").
- 1.3 The Company hereby grants Referral Partner the non-exclusive, non-transferable right to market the Company's investment and ancillary services provided in respect to CFDs and direct Clients and potential Clients to use the Company's such services in accordance with the terms detailed herein. The Referral Partner receives remuneration for the introduction of potential clients to the Company through online means such as the websites, banners, social media.
- 1.4 The Company and Referral Partner are wholly separate and independent from one another. This Agreement does not establish a joint venture or partnership and Referral Partner is not an employee of the Company. Neither party shall have any right or authority to act on behalf of the other or represent that it has such right or authority unless presented in this Agreement or subsequent written authorization.
- 1.5 Both the Referral Partner and the Company may hereinafter be referred collectively as "Parties" or individually as "Party", where deemed required.
- 1.6 The terms in the Agreement are binding between Referral Partner and the Company. Your relationship with the Company constitutes your acceptance of these terms and any other legal notices and statements to be provided, including the Company's Marketing Guidelines attached herein as Appendix I and any other policy relevant to the services to be offered.
- 1.7 The Agreement is applicable on the entire contractual relationship between the Company and the Referral Partner.
- 1.8 Headings are for ease of reference only and shall not affect the interpretation of the Agreement.
- 1.9 The Company or third parties may have provided Referral Partner with a translation of the Agreement. However, in case of discrepancies the English version shall prevail over the other versions.
- 1.10 In the Agreement any reference to an individual person shall include body corporate, unincorporated associations, partnerships and individuals.
- 1.11 The Agreement covers Referral Partner's right to promote the Company's services and financial instruments. This includes the right to implement links to certain of the Company's web-based services on a proprietary website run by Referral Partner.
- 1.12 The Referral Partner agrees to actively market the Company's services and products towards potential Clients.

REFERRAL PARTNER

Signature: _____

2 DEFINITIONS:

The terms outlined below shall have the following meaning:

(Trading) Account: the live trading account opened by the client and approved by the Company within the scope of provision of investment and ancillary services

Ancillary Services: includes the ancillary services which the Company is authorized to provide as per its authorization:

- a. Safekeeping and administration of financial instruments, including custodianship and related services
- b. Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction
- c. Foreign exchange services where these are connected to the provision of investment services

Applicable legal framework: The legislative requirements issued from CySEC, the Law and any Directives issued by virtue of this Law or any other rules of a relevant regulatory authority and any other applicable laws, rules and regulations as in force from time to time and to which this Agreement is subject (where relevant)

Business Day: shall mean any calendar day, (other than Saturday and Sunday), beginning at 00:00 GMT +2 and ending at 23:59 GMT +2, on which banks in Cyprus are open for business.

Referral Partner: an independent third party across multiple jurisdictions to promote the brand of the Company online, use their website as a portal for displaying promotional and advertising content which has been provided and approved by the Company and direct web-traffic to the websites operated by the Company

TrioPartners Register Account Form: the form required to be completed by each Referral Partner via the Company's website <https://www.triomarkets.eu/triopartners/> before the person is bound by the Agreement, and which will be assessed by the Company before the approval of the Referral Partner

Referral Partner Link: the unique link and/or personalized CRM number which is used to identify a Referral Partner and the activities carried out by such person and introduce potential clients

Circular: Circular C217 issued from CySEC regarding the use of Affiliates

Client: the natural or legal person to whom the Company offers investment and/or ancillary services and has been approved by the Company to operate a trading account

Confidential Information: any data or information of the Company and/or any of their clients, including oral, written or electronic data or information including past, present or future research, development or business activities, and including without limitation, any information relating to developments, inventions, processes, plans, trading information and financial information. The Confidential Information shall not include information that can be shown by written evidence that:

- i. is available in the public domain, not as a result of the actions of the receiving party,
- ii. was known to and/or developed by the receiving party prior to its receipt from the disclosing party, or
- iii. was lawfully received by the receiving party from a third party without obligation of confidence.

"Fraudulent activity" shall include, without limitation, collusion between Referral Partner and one or more Clients, collusion between two or more Clients, instances where Company reasonably believes that trading is intended to generate commissions or fees and not profits, and any other instance where Referral Partner and/or a Client has abused the Company's terms of payment.

GDPR: Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data

Intellectual Property Rights: without limitation patents, the names, trade names, websites and trademarks owned and operated by the Company, copyright and related rights, lists and information on any clients, information on business or trading practices and remuneration, commission or other similar incentive schemes for Intermediaries, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

Investment Services: includes the investment services which the Company is authorized to provide as per its authorization:

- a. Reception and transmission of orders in relation to one or more financial instruments and
- b. Execution of orders on behalf of the clients
- c. Dealing on own account

REFERRAL PARTNER

Signature: _____

Law: the Investment Services and Activities and Regulated Markets Law of 2017, as subsequently amended or replaced

Marketing Guidelines: means the marketing guidelines for Intermediaries, which are provided to them for their consent together with the signing of the agreement and can be found attached herein as Appendix I.

Prohibited Jurisdictions: includes all countries which the Company does not offer its services, i.e. Belgium, countries outside the EU (excluding Switzerland) for which the Company does not have a legal opinion.

Qualified Client: a client, who registers through the Referral Partner Link, completes the Company's registration procedure, is approved by the Company following the introduction by the Referral Partner

Services: relate to the services to be offered by a Referral Partner as outlined in Section 4 of the Agreement

Trading Platform: any online trading platform made available to the client by the Company for placing orders, requesting quotes for trades, receiving price information and market related news as well as having a real-time revaluation of the open positions, through the Internet

3 ESTABLISHMENT OF A BUSINESS RELATIONSHIP:

- 3.1 Following submission of the TrioPartners Register Account Form, the Company will conduct an initial review of the Referral Partner as per its internal procedures. If the person qualifies to act as a Referral Partner, the Company's authorized representative (the "Affiliate Manager") shall contact the Referral Partner at the contact details submitted via the TrioPartners Register Account Form and request additional information for the performance of the Company's due-diligence procedure.
- 3.2 The Referral Partner is obliged to provide the Company with evidence of the following documentation among others:
 - i. If the Referral Partner is a natural person, a proof of identity and proof of residence which are updated and dated within the last 6 months from the date of completion of the TrioPartners Register Account Form
 - ii. If the Referral Partner is a legal person, all statutory documents such as certificate of incorporation, certificate of registered office, certificate of directors, license certificate (if any) and for the authorized person in charge for the Referral Partner the information outlined in point 2.1 above.
- 3.3 The Referral Partner shall also provide the Company with information such as the following:
 - a. If legal person:
 - a. Country of Registered Office
 - b. Country of Head Office
 - c. Address
 - d. Website
 - e. Estimated number of clients to be introduced
 - f. Means of location of clients (e.g. online means, social media etc.)
 - g. Target jurisdiction of clients
 - b. If it is an individual:
 - a. Website
 - b. Estimated number of clients to be introduced
 - c. Means of location of clients (e.g. online means, social media etc.)
 - d. Target jurisdiction of clients
- 3.4 The Referral Partner must ensure that all and any documents and information provided to the Company during the registration procedure or afterwards are true, sufficient, accurate and not misleading; otherwise the Company reserves the right to reject the TrioPartners Register Account Form.
- 3.5 Following the Company's assessment, the Referral Partner will be informed as to its approval or rejection.
- 3.6 The Referral Partner shall notify the Company in writing of any changes to the information submitted via the TrioPartners Register Account Form or the documents requested afterwards as per the information outlined in Section 16 of the Agreement.

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4 REFERRAL PARTNER'S SERVICES AND OBLIGATIONS:

- 4.1 The Referral Partner must register online via the Triopartners Register Account Form and sign the Agreement which will be sent to him upon providing copies of his passport/ID.
- 4.2 The Referral Partner must submit to the Company all required due diligence documents and other information that may be required from time to time until the Referral Partner's account is approved.
- 4.3 Services: Following the approval of the Referral Partner, the Referral Partner introduces clients to the Company through the website(s) operated by him and/or the Referral Partner Link and/or any landing page. In particular, the Referral Partner shall provide introduction services including but not limited to marketing the Company's investment and ancillary services via the means specified herein and directing clients and potential clients to use the Company's services in accordance with the terms specified in the [Client Agreement](#).
- 4.4 The Referral Partner shall introduce potential clients to the client who reside in countries which the Company is allowed to provide its investment and ancillary services. The Referral Partner is prohibited to direct potential clients that reside in the Prohibited Jurisdictions and consequently shall not promote the Company's services and financial instruments in those jurisdictions.
- 4.5 The Referral Partner hereby undertakes to:
 - a) Comply in all respects with the Law, the Circular, Marketing Guidelines of the Company and applicable legal framework.
 - b) Conduct itself in a professional manner in accordance with industry standards so as not to cause disrepute or ill favor to the Company.
 - c) Comply with and act in accordance to the Agreement, as may be amended from time to time, and other policies of the Company relating to the trading services and marketing of the Company.
 - d) Review on a regular basis the websites operated by the Company and the trading platforms to be updated and fully informed about the Company's Client Agreement, promotions and campaigns.
- 4.6 The Referral Partner hereby undertakes that it shall publish/post on the website(s) operated by him only promotional material provided by the Company from time to time.
- 4.7 The Referral Partner ensures that it will provide true, fair, clear and not misleading information to potential clients in relation to the investment and ancillary services that the Company is authorized to provide.
- 4.8 The Referral Partner further undertakes that it will not produce and/or publish/post any promotional material about the Company without the Company's prior written approval.
- 4.9 The Referral Partner must not use the name of the Company in any promotional materials or otherwise, without obtaining the prior written approval of the Company relating to the general type of such promotional materials and not to distribute any such promotional materials in any manner or forum which may be offensive.
- 4.10 The Referral Partner must not distribute or use any promotional material that is likely to deceive the public and:
 - a) contains any material misstatement of fact or a statement that such person knows omits a fact, if such omission makes the promotional material misleading;
 - b) mentions the possibility of profit unless accompanied by an equally prominent statement of the risk of loss;
 - c) includes a measurement or description of or makes any reference to hypothetical results which could have been achieved had a particular trading system been employed in the past unless accompanied by the statement identified below;
 - d) includes any reference to actual past trading profits without mentioning that past results are not necessarily indicative of future results;
 - e) includes any specific numerical or statistic information about the past performance of any actual accounts (including rate of return) unless such information is and can be demonstrated to be representative of the actual performance for the same time period of all reasonably comparable accounts;
 - f) states services which the Company is not authorized to provide.

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- 4.11 The Referral Partner ensures that it does not provide any services to the clients or potential clients, other than those specified in clause 4.3 of the Agreement.
- 4.12 The Referral Partner is not allowed to provide any investment, tax, legal or any other advice or opinion or information (whether oral, written or electronic in any mode or medium), disseminate investment research or make any statement which may be construed as constituting such advice, research or opinion or operate the account of clients.
- 4.13 Without derogating from the above, the Referral Partner is aware that the Company operates under local licenses and specific regulations and restrictions which concern, inter alia, with advertising and promotions, including without limitations, the Markets in Financial Instruments Directive (MiFID II) and the laws and regulations issued pursuant to it and shall comply with such licenses, regulations and restrictions when performing its activities with respect to the Company under this Agreement. Therefore, the Referral Partner shall comply with all applicable legal framework, rules, regulations and directives relating to any of its activities under this Agreement and pursuant to the Law, including without limitation those relating to GDPR.
- 4.14 It is the Referral Partner's obligation to familiarize itself, to comply and to remain fully updated with the laws, regulations and codes of practice applicable to the activities it conducts in relation to its participation in the <https://www.triomarkets.eu/triopartners/> program.
- 4.15 The Referral Partner shall comply with all reasonable instructions received from the Company regarding the content, nature and location of any campaigns or materials.
- 4.16 Referral Partner shall provide the Company with copies of and summaries of pending any claims or litigation with or without connection to this Agreement within 5 days of having received notice of such, if any.
- 4.17 The Referral Partner who is a legal person is prohibited from using any form of outsourcing or subcontracting arrangements in the performance of the Services provided for hereunder.
- 4.18 The Referral Partner shall not allow its interests to conflict with its duties under this Agreement and shall comply with all reasonable and lawful instructions of the Company.
- 4.19 No exclusivity is granted to the Referral Partner by virtue of this Agreement.

5 THE COMPANY'S OBLIGATIONS:

- 5.1 The Company shall timely pay the Payments/Commission as detailed in Section 7 herein.
- 5.2 The Company represents and warrants as follows:
 - a. The Company has the power to enter into and perform this Agreement according to its terms.
 - b. The Company warrants that it is (or its associated companies are) the proprietor of the Company's Names and Trademarks or that it is duly authorized by the proprietor of the same to sublicense them to Referral Partner on the terms of this Agreement.
- 5.3 The Company when entering into relationship with the Referral Partner for the services outlined above, shall ensure that the Referral Partner acts in the client's best interests and that their remuneration does not result to any conflicts of interest.
- 5.4 The Company's Compliance Function will monitor the operations and activities carried out by the Referral Partner in order to identify any potential risks. In particular, the Company will monitor, among others, the website(s) of Intermediaries for any changes to the promotional material and in case where the Company issues instructions to the Referral Partner for modifications and/or removal of the material the Referral Partner shall comply within 2 business days.
- 5.5 In the event of identification of the first misconduct/deficiency, the Referral Partner shall receive a warning in relation to the breach and shall be requested to take immediate actions within 2 business days.
- 5.6 Upon a second misconduct/deficiency, or in case of first misconduct which the Company, decides to be of greater risk to the Company (i.e. trading on behalf of clients or unauthorized investment advice), shall request the termination of the Referral Partner, as per the clauses of Section 8 of the Agreement.
- 5.7 Where the Company, in its absolute discretion, considers that the Referral Partner does not satisfy the requirements of the Company as set out herein or that the Referral Partner is otherwise not fit to provide Services to the Company, it may terminate this Agreement with immediate effect and not within the timeframe outlined in Section 8 of the Agreement, by giving to the Referral Partner a written notice.

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Signature:

- 58 The Referral Partner undertakes to cooperate, if required, with CySEC, the Data Protection Commissioner and any other relevant authority in connection with the services which it provides to the Company pursuant to this Agreement and to allow the Company, or its internal or external auditors effective access to the data associated with the services and business premises (in case of a legal person).

6 RELATIONSHIPS WITH CLIENTS:

- 61 Referral Partner should not represent itself as the Company and should specify on its website of the nature of the relationship.
- 62 Referral Partner will not attempt to bind the Company in any manner and not to use any trademarks or signs of the Company without prior written consent of the Company.
- 63 Referral Partner acknowledges that all Clients introduced or directed to the Company are the Company's clients and any information about these Clients is the exclusive and sole property of the Company. Upon termination of this Agreement the clients will remain the Company's clients.
- 64 Referral Partner shall adhere to the Company restrictions and policies as detailed on www.triomarkets.eu. Such terms may be adjusted by the Company at its sole discretion
- 65 The Company shall be under no obligation whatsoever to accept as a Client any applicant in connection with the services provided by the Referral Partner.

7 PAYMENT/COMMISSIONS:

- 7.1 The Referral Partner shall receive remuneration for the introduction of qualified Clients.
- 7.2 The Referral Partner shall be paid with either of the following: Cost Per Acquisition scheme (the "CPA"), Cost per Lead ("CPL"), Cost Per Mille ("CPM"), Flat rate, hybrid or a combination of these.
- 7.3 The remuneration of the Referral Partner will be granted only for qualified Clients according to all the following terms that have to be met in their entirety:
- A client who was introduced to the Company by the Referral Partner and identified by a tracker ID assigned to such Referral Partner by the Company;
 - The Company confirms that such Referral Partner shall be included in the relevant scheme and linked to the Site(s) in accordance with the Agreement;
 - Such client has been approved by the Company and has made a deposit;
 - Such client is not already registered and approved by the Company under a different name or with a different identity or from same IP address;
 - Such client falls within the identified target market of the Company;
 - The Referral Partner has provided all documents and proof of payment according to the Company's procedures;
 - The Referral Partner complies with the Law and any directives, circulars issued pursuant to the Law.
- 7.4 All costs of Referral Partner in connection with its duties hereunder shall be borne solely by Referral Partner and the Company shall under no circumstances participate in such costs, unless otherwise agreed in writing between the Parties.
- 7.5 Notwithstanding any other term herein, if the Company suspects or has reason to believe that Referral Partner and/or a Clients was involved with or attempted arbitrage, CPA fraud and/or fraudulent activity, then Company reserves the right to:
- Withhold payment, at its sole discretion, and with prior notice to the Referral Partner.
 - Immediately terminate Referral Partner and/or Client's access to services provided by Company and terminate the contract for the provision of services between Company and Referral Partner and/or Client, as applicable.
 - Block Referral Partner and/or Clients account and arrange for the transfer of any unused balance to Referral Partner and/or Client, as applicable.
- 7.6 All payments will be due and payable in United States Dollars, upon the mutual agreement of the Parties (unless agreed otherwise in writing).

REFERRAL PARTNER

Signature: _____

- 7.7 Unless otherwise agreed between the Parties in writing, payments will be sent by the 10th day of the month for the previous month. The minimum payment threshold is \$100 to be paid to the Affiliate into his wallet in the partner area and the affiliate may withdraw via wire transfer. It is the Referral Partner responsibility to provide accurate payment details to the Company before the end of the payment month. Commissions below \$100 will be accumulated to the next month.

8 TERM AND TERMINATION:

- 8.1 The duration of this Agreement will begin on the Effective Date and will continue in perpetuity unless it is terminated earlier in accordance with the provisions hereof.
- 8.2 Either Party may terminate this Agreement for convenience following a fourteen (14) days' written notice period or immediately in case of serious breach of the terms specified in the Agreement.
- 8.3 This agreement may be terminated without giving any written notice to the Referral Partner and with immediate effect, in case of one of the following events:
- i. The Referral Partner's representations ceases to be true;
 - ii. The Referral Partner ceases, for any reason, to act in good faith and be responsible towards the Company and as per the Company's opinion becomes incapable to provide such services;
 - iii. Any liquidation, insolvency, receivership or any other process of such effect in any jurisdiction, of or in relation to the Referral Partner or his/her assets or the Referral Partner ceases to pay debts in the ordinary course of business;
 - iv. The Referral Partner fails to introduce clients for a significant time period.
 - v. The Referral Partner is in breach of any term, condition or provision of this Agreement and either the breach cannot be remedied or Referral Partner fails to take actions within 5 business days of receipt of a Notice and/or warning requiring it to do so.
- 8.4 Termination shall be without prejudice to any rights which accrued before termination. Referral Partner shall be entitled to receive any fees in accordance with section 7 above, which have accrued and are due payable to it as at the termination
- 8.5 Taxes. Each Party shall pay its own tax and duties.

9 RECORDS, REPORTS:

- 9.1 It is in Referral Partner's sole responsibility to associate Referral Partner ID with Clients making use of the Trading Services by using Referral Partner Links provided by the Company.
- 9.2 It is in Company's sole responsibility and obligation to track the activity of the Clients and all traffic associated with their Referral Partner ID for the duration needed for the Company to fulfil its obligations under this Agreement in full.
- 9.3 Referral Partner has access to review reports via his partner/Client area on the number of Clients registered with the Company.
- 9.4 The Referral Partner should be able to provide to the Company at any time, evidence of its compliance with the provisions of this Agreement, and for this purpose, and without limitation of the generality of the above, it shall maintain at all times adequate records regarding the following:
- i. the content of any statement or representation made to any Client, (along with a translation in the case in which the relevant communication is not in English),
 - ii. the manner and means in which any such communication was communicated, and
 - iii. Copies of all verbal, written and electronic communication with Clients, in whatever mode or medium transmitted, including all marketing communication.
- 9.5 The Referral Partner shall maintain such records throughout the duration of this Agreement and for five years after the termination hereof, and shall deliver all such records to the Company at any time upon request by the Company and upon termination of this Agreement.

REFERRAL PARTNER

Signature:

10 REPRESENTATIONS AND WARRANTIES

- 10.1 Referral Partner represents and warrants that all of Referral Partner's employees, agents and associated persons, to the extent required, have been and will continue to be duly recognized and licensed to participate in the transactions contemplated hereby, if required.
- 10.2 The Referral Partner hereby warrants and represents that it has the capacity to enter into the Agreement and to perform the Services specified in Clause 4.3.
- 10.3 The Referral Partner warrants that it is not bankrupt or subject to any administrative, insolvency order, tax or other proceedings.
- 10.4 The Referral Partner confirms that it has not been convicted for any criminal activity or been subject to any sanctions, regulatory or other investigations, for unlawful or unethical conduct or breach of any law, regulation or professional conduct other than minor traffic offenses.
- 10.5 The Referral Partner acknowledges that he is aware of the contents and understands the Company's Compliance and Anti Money Laundering Policies, which may be modified from time to time, and agrees to operate in accordance with the policies and procedures contained therein.
- 10.6 The Referral Partner undertakes that it shall not solicit or entice away from the Company, any Clients of the Company, either for the benefit of itself or any third party and shall not encourage or facilitate the migration of any Client to any competitor of the Company for the duration of this Agreement and for a period of two (2) years after termination of this Agreement may have taken place.

11 INTELLECTUAL PROPERTY RIGHTS:

- 11.1 All of Company's intellectual property, including without limitation all of Company's Names and Trademarks and copyrights, whether or not registered and whether or not registrable, are and shall remain the sole and exclusive property of Company and/or its affiliated companies and Referral Partner shall have no rights thereto except as explicitly provided herein. Without derogating from the generality of the foregoing, Referral Partner shall not use any of the Company's Names and Trademarks other than in respect of this Agreement.
- 11.2 Referral Partner shall not apply for or obtain registration, including by but not limited to trademark and internet domain names, of any of the Company's Names and Trademarks (or any trade or service mark which consists or comprises the Company's similar word or words or logo or parts hereof) for any goods or services in any country. In case such application and/or registration was done prior to this Agreement, Referral Partner shall immediately transfer all such rights to the Company on its request.
- 11.3 Referral Partner shall not dispute or challenge the validity of, or the Company's rights to, any of the Company Names and Trademarks as registered or used by the Company during the term of this Agreement.
- 11.4 Each reference to the Company's Names and Trademarks shall be in a form agreed in writing in advance by the Company.
- 11.5 Any and all reference to the Company's Names and Trademarks by the Referral Partner shall contain such acknowledgements of the Company's ownership of any and all intellectual property rights to the Company's Names and Trademarks as the Company may from time to time reasonably require.
- 11.6 Referral Partner shall not do or admit others to do anything which may diminish or devalue the reputation, image or prestige of the Company or in any way impair any registration of The Company's Names and Trademarks.
- 11.7 Referral Partner shall comply with regulations and practices in force or used in order to safeguard The Company's rights to the Company's Names and Trademarks and Referral Partner shall cooperate fully with the Company in protecting such rights.
- 11.8 Referral Partner shall promptly notify the Company of any contest of the validity or abuse of any of the Company's Names and Trademarks that Referral Partner becomes aware of.
- 11.9 Referral Partner shall indemnify the Company in respect of any and all costs, claims, damages, expenses, losses, demands and liabilities of whatsoever nature suffered or incurrence by the Company as a result of or in connection with the use of the Company's Names and Trademarks by Referral Partner other than in accordance with this Agreement.

REFERRAL PARTNER

Signature: _____

12 LITIGATION:

- 12.1 Each party represents that there is no claim, action, suit or proceeding pending or, to the Party's knowledge, threatened, against the Party at law, in equity, by way of arbitration or before any governmental department, commission, board or agency that might have a material adverse effect on the other Party, nor is the Party aware of any reasonable basis thereof.

13 LIMITATION OF LIABILITY:

- 13.1 Except as stipulated above, in no event the Company will be liable to the Referral Partner and/or any third party engaging directly or indirectly with Company's trading services and no party will be entitled to recover from the Company any incidental, consequential, indirect, special or punitive damages (including, without limitation, damages for loss of business, loss of profits or loss of use), whether based on contract, tort (including, without limitation, negligence) or any other cause of action relating to company's trading services or otherwise relating to this agreement, even if either party has been informed or should have known of the possibility of such damages and even if such damages are foreseeable. In all cases, the Company's maximum aggregate liability to Referral Partner and all traders relating to Company's trading services or this agreement, for any reason, will be limited to the amount actually paid to Referral Partner by Company during the six (6) month period immediately preceding the first event giving rise to a claim for damages.

14 INDEMNITY:

- 14.1 Referral Partner shall indemnify the Company for any damage or expense incurred as a result of Referral Partner's failure to abide by the obligations of any terms of this Agreement.
- 14.2 Any failure on Referral Partner's part or that of the Client to comply with an applicable law, rule or regulation; and
- 14.3 Any failure on the part of Referral Partner to perform any obligation set out in this Agreement or any other agreement between the parties.
- 14.4 The un-authenticity or unenforceability of any contract entered into with the Client.

15 CONFIDENTIALITY:

- 15.1 Referral Partner shall keep confidential and not disclose except for the benefit of the Company at any time during this agreement or subsequent any trade secrets, techniques, ideas, know how, plans, concepts, data, and subject matter pertaining to the Company, its clients, or Clients which Referral Partner may use or otherwise acquire during its relationship with the Company (the "Confidential Information").
- 15.2 The Referral Partner undertakes that it shall not at any time during this Agreement, and for a period of five (5) years after termination of this Agreement, disclose to any person any Confidential Information concerning the business, marketing strategy, affairs and Clients of the Company except as permitted by Clause 15.2 below.
- 15.3 The Referral Partner may disclose the Company's Confidential Information:
- to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Referral Partner's obligations under this Agreement. The Referral Partner shall procure that its employees, officers, representatives or advisers to whom it discloses the Company's Confidential Information comply with this Clause 15 and are bound by relevant confidentiality and professional undertakings to the Referral Partner; and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, including CySEC.

REFERRAL PARTNER**Signature:** _____

- 154 Notwithstanding any other provision contained herein, the Company may, at any time, disclose the details of this Agreement and any information of the Referral Partner provided by it to the Company as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, including CySEC. Furthermore, and notwithstanding any other provision contained herein, the Company may, at any time, disclose the details of the Commission or any other fee or compensation arrangements which it has in place with the Referral Partner, to any third party, including the relevant Client, or any governmental or regulatory authority, including CySEC.
- 155 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 156 At any time during the term of this Agreement the Company can demand that Referral Partner return any materials or data it received from the Company.
- 157 The provisions of this Section 15 shall not prohibit the use or disclosure of information: i. which is or becomes public domain without breach of this Agreement by the party receiving Confidential Information; or ii. Which after execution of this Agreement is lawfully acquired from any third party who did not directly or indirectly acquire the same subject to any obligations of confidentiality.
- 158 All documents and other records (whether verbal, in writing, electronic or otherwise, stored in whatever mode or medium) containing Confidential Information supplied to or acquired by the Referral Partner from the Company shall be returned promptly to the Company on termination of this Agreement, and no copies shall be kept. Where Confidential Information has been kept in physical, electronic or other mode of storage, the Referral Partner shall return one copy to the Company and confirm to the Company that it has deleted all other copies, other than one single copy it may deem necessary to maintain so as to defend itself in any action in front of any court of competent jurisdiction or any governmental or regulatory authority, including CySEC.

16 PERSONAL DATA

- 16.1 To the extent that the Referral Partner receives any Personal Data pursuant to this Agreement, the Referral Partner will also comply with all applicable personal data protection laws in the Territory in the collection, use, storage and transfer of Personal Data in connection with the exercise of its rights or performance of its obligations under this Agreement in compliance with the GDPR.
- 16.2 The Referral Partner shall ensure that-
- (i) it has obtained all necessary rights from third parties and any notification or consent requirements which may be required from any person in relation to or for the purposes of processing data for the purposes of providing Services in accordance with its obligations under this Agreement,
 - (ii) it has complied with all other requirements under any applicable privacy and data protection laws, regulations and mandatory codes and shall ensure that, at all times, the Services provided to the Company are provided in a way which does not cause or effect a breach of the Data Protection and Electronic Communications Rules, and
 - (iii) that it shall comply with all instructions and enter into such legally binding arrangements with the Company or any third party, upon request of the Company, such as to ensure compliance with the Data Protection and Electronic Communications Rules as these may apply from time to time.
- 16.3 The Referral Partner shall, upon request of the Company, provide to the Company all such documentation and information evidencing its compliance with the requirements of this Clause 16.
- 16.4 The Referral Partner agrees and accepts that nothing in this Agreement creates an obligation for the Company to share any information it gathers or acquires at any stage about any Client, with the Referral Partner.

REFERRAL PARTNER

Signature:

17 NOTICES AND AMENDMENTS TO THE AGREEMENT:

- 17.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by email to the following emails:
- For Company: info@triomarkets.eu
 - For Referral Partner: The email that is registered on the Company's Referral Partner account
- 17.2 Notice under this Agreement shall be deemed to be effectively given or made: on delivery to a party, if delivered personally or when sent by e-mail.
- 17.3 Notwithstanding the terms specified in the Agreement, the Company retains the right at any time to amend the provisions of the Agreement with notice to the Referral Partner given by e-mail or by posting the relevant announcement on the Company's website <https://www.triomarkets.eu/triopartners/terms-and-conditions-for-partners/>
- 17.4 The Referral Partner must immediately notify the Company if it does not accept any change that may be introduced. Where the Referral Partner continues to provide services to the Company after the effective date of the changes to the Agreement, as indicated in the notice, it will be deemed to have accepted the amendment by conduct. Where the Referral Partner does not accept such change, the Company may terminate this Agreement.

18 MISCELLANEOUS:

- 18.1 This Agreement constitutes the entire agreement between the parties and nullifies any and all previous agreements both oral and written between the parties.
- 18.2 Failure by the Company to require strict compliance with any provision of this Agreement shall not constitute a waiver of the Company's rights upon that or any other occasion.
- 18.3 The invalidity or unenforceability of any part of this Agreement shall not prejudice the validity or enforceability of any other part.
- 18.4 This Agreement is personal and is not assignable otherwise than by the Company.
- 18.5 Variations to this Agreement shall be made in writing and signed by both parties, unless otherwise provided herein.
- 18.6 This is the entire Agreement of the parties and replaces any previous Referral Partner Agreements or discussions.
- 18.7 This Agreement shall take effect, when signed or accepted by both parties, unless another date is specifically stipulated.

19 GOVERNING LAW AND JURISDICTION:

- 19.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus without regard to conflict of laws. Exclusive jurisdiction in any action or proceeding arising out of or relating to this Agreement will be placed in the relevant courts residing in the Republic of Cyprus ("Jurisdiction Courts"), and each party waives any objection to proceedings in the Jurisdiction Courts.

20 AFFILIATE CATEGORISATION

EDR and the Affiliate agree that the Affiliate will be notified of their categorization during the onboarding phase which can be any of the following:

A **Category 'A'** Affiliate is an Affiliate whose services undertaken as part of this Agreement relate solely to promoting the Company's services to prospective Clients and where the Affiliate refers to the Company's prospective Clients solely via online means. The Affiliate is prohibited from collecting any personal information from the prospective clients, nor is it permitted under this Agreement to have any contact with prospective or existing clients of the Company whether verbal (telephone communication) or face-to-face.

A **Category 'B'** Affiliate is an Affiliate whose services undertaken as part of this Agreement relate solely to promoting the Company's services to Clients and where the Affiliate refers to the Company's Clients solely via online means. The Affiliate may have some contact with prospective or existing clients via mass-mail or newsletters. The Affiliate is not permitted under this Agreement to have any direct contact with prospective or existing clients of the Company whether verbal (telephone communication etc.) or face-to-face.

REFERRAL PARTNER

Signature:

A **Category 'C'** Affiliate is an Affiliate whose services undertaken as part of this Agreement relate solely to promoting the Company's services to Clients and where the Affiliate refers to the Company's Clients solely via online and/or offline means. The Affiliate may have some direct contact with prospective or existing clients via mass-mail, newsletters, telephone or face to face. Stricter controls and monitoring are applied by the Company to this category.

The restrictions set out in this Clause 20 are supplemental to, and shall not prejudice, any other provision of this Agreement.

21. Communication with clients

(i) EDR is obliged under the Applicable Law and Regulation to keep records of all communication with Clients. To that extent, the Referral Partner needs to be in a position to provide the Company and/or EDR, upon request and no later than 24 (twenty four) hours from first request, the communication held between the Referral Partner and/or its employees and the Client (including calls, emails, etc.) Communication with the Clients must be held for a minimum period of 5 (five) years following the termination of the relationship of the Client with EDR.

(ii) Please note that in case of termination of the Agreement the Referral Partner needs to be in a position to provide the Company and/or EDR with all communication held between the Referral Partner and the Client.

Note:

In case the Referral Partner owns or operates a website and wishes to include the Company's services, he/she must:

20.1.1 Include the following information and functions in his/her website:

- Explanatory articles about the world's financial markets and explanation of the Company's trading rules (optional).
- Promote the marketing material of the Company including but not limited to the Trading platforms, MT4 and Mobile Trading, financial news on the compensatory or gratuitous basis and technical analysis on the compensatory or gratuitous basis.
- Any other information, designation and volume that refer to the Company should first be approved by the Company and then be included in his/her website.
- Referral Partner may only use the Company's logo and/or trade names, as applicable, with the written permission of the Company. In such a case the logo should indicate that it is the property and a trade mark of the Company
- The Company's logo on Referral Partner's website must be linked to the Company's website.
- Referral Partner must not register any domain name in any Country that will include the name of the Company and/or its trade names, without the Company's written permission.
- Referral Partner must not register any e-mail account in any Country that will include the name of the Company and/or its trade names, without the Company's written permission.

20.1.2 Comply with any business related instructions or directions given by the Company in relation to company services.

20.1.3 Regularly check the Company's website and be informed with the terms and conditions of trading or any other disclosures issued by the Company and become available at the website www.triomarkets.eu.

REFERRAL PARTNER

Signature:

- 20.1.4 Keep all information he/she receives about the Company's business, confidential except where disclosure is required by this Agreement.
- 20.1.5 Perform Referral Partner services and other obligations hereunder at his/her own cost and risk.
- 20.1.6 Provide such disclosures to his/her website as required under the laws and regulations of his/her Country, as and if applicable.
- 20.1.7 Be responsible for all matters pertaining to his/her own website including its development, maintenance, operation and placing links on it in compliance with the terms of the present agreement. The Referral Partner is completely responsible for all items that appear on his/her site and for assuring that such items do not infringe upon or violate the rights of any other party. Company is not responsible for any matter pertaining to the Referral Partner's website or the content thereof and the Referral Partner holds the Company harmless and indemnifies the Company from any and all claims, suits, threats, demands, liabilities, actions, causes of action related in any way to the Referral Partner's website and business.
- 20.1.8 The Referral Partner represents and warrants to the Company that his/her website does not and will not contain any materials that are illegal as well as that the website is not operated for an illegal purpose or in an illegal manner.
- 20.1.9 Should not accept and keep any Client's moneys in relation to the brokerage services offered by the Company. However he may assist the Client in funding his account with the Company.
- 20.1.10 Advise the Clients on purely technical and educational matters.

This Agreement has been duplicated and each party has a copy.

In confirmation and faithful commitment to all of the conditions of the present Agreement the parties set their signatures below.

Authorized Representative
Of EDR FINANCIAL LIMITED
REFERRAL PARTNER

Signature: _____

Signature: _____

REMUNERATION OF REFERRAL PARTNER

The Referral Partner will be entitled to receive a fee from the Company according to the chosen Remuneration plan as described herein below. The Company shall track two times every month Clients' activities for purposes of calculating Referral Partner's fees as follows: on the 10th of every month in respect to the period from the previous month.

REMUNERATION PLAN:

TO BE DISCUSSED

REFERRAL PARTNER

Signature: _____

APPENDIX I: MARKETING GUIDELINES FOR AFFILIATES

1. Introduction

- 1.1 These Marketing Communication Guidelines form an integral part of the Agreement and may be amended from time to time.
- 1.2 The Marketing Communication Guidelines are designed to provide guidance to Affiliates when promoting Triomarkets.eu in any kinds of marketing communications. When following these Marketing Communication Guidelines, you help us strengthen our corporate and brand identity.
- 1.3 Terms used but not otherwise defined in these Marketing Communication Guidelines shall have the same meaning as in the Referral Partner Agreement.
- 1.4 In these Marketing Communication Guidelines 'you' means the Affiliate who has entered into this Agreement. 'Your' and 'your's' shall be construed accordingly.
- 1.5 EDR Financial Limited has the sole and exclusive use of the domain <https://www.triomarkets.eu>. Triomarkets is a brand and trade mark owned by EDR Financial Ltd.

EDR's Financial core principle regarding Marketing Communication, is that all information needs to be fair, clear, not misleading and not aggressive.

2. Background

2.1 The Company is operating under 'Directive 2014/65/EU of the European parliament and of the Council of 15 May 2014 on Markets in Financial Instruments and amending Directive 2002/92/EC and Directive 2011/61/EU', as the same may be in force from time to time and modified or amended from time to time ("MiFID II"), which was implemented in Cyprus by the 'Investment Services and Activities and Regulated Markets Law of 2017 (L. 87(I)/2017 regarding the provision of investment services, the exercise of investment activities and the operation of regulated markets' (the "Investment Services and Activities and Regulated Markets Law 2017"), as the same may be in force from time to time and modified and amended from time to time.

2.2 As such, the Company has a duty to market and advertise its products and services in a responsible way to ensure that all associated communications, marketing and advertising activities, across the globe, across all advertising media, and across all of the Company's products and services and communication channels with clients and/or prospective clients, are legal, fair, honest, transparent, to the benefit of the Company's business and its stakeholders and sensitive to the best interests of its clients.

2.3 For these purposes, the Company has established the present "Marketing Guidelines" (hereinafter this "Guidelines") so that the Company and its business partners (including approved 'Affiliates'/'Referral Partners') understand the Company's expectations for responsible marketing and advertising practices and conduct their business in full compliance with all the Company's policies, procedures and guidelines and in accordance with all applicable laws, rules and regulations, in a manner that is sensitive to the best interests of its clients.

2.4 Financial services are highly regulated activities and therefore full compliance with all requirements mentioned in these Marketing Guidelines is required.

2.5 These Marketing Guidelines should be read along with the Agreement which form an integral part of the Referral Partner Agreement as it appears in the following website: www.triomarkets.eu. In the event of any conflict between these Marketing Guidelines and the Agreement, these Marketing Guidelines shall prevail.

3. Key Guidelines

- **In any Marketing Communication always include a risk warning.**
- **Do not guarantee or promise profits or guarantee against losses.**
- **Do not use absolute statements.**
- **Always state that the triomarkets.eu electronic trading platform only offers CFD trading.**
- **Always mention that Triomarkets.eu is operated by EDR Financial Ltd, which is regulated by the: Cyprus Securities and Exchange Commission ("CySEC") under license no. 268/15.**

4. General Guidelines

4.1 Websites

✓ You can advertise Triomarkets.eu only on websites or webpages related to financial markets, news or other financial related services/products that offer trading information.

✗ You cannot advertise Triomarkets.eu on websites or webpages or other sources which include content that promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability and/or any other kind of website forbidden by the Company.

4.2 Risk Warning

4.2.1 Always notify the potential client of the risk associated with the services offered in the marketing communication.

4.2.2 Whenever you mention Triomarkets.eu or EDR in any Marketing Communication, you must include a risk warning (e.g. "CFD trading is risky. You may lose all of your invested capital").

4.2.3 Format of risk warning: clearly readable, in a prominent place and with visible colors.

4.2.4 Even if you are using a promotional "button" which redirects a potential client to Triomarkets.eu, then the risk warning must be positioned below or close to such button and be clearly visible to the potential clients.

4.2.5 Where appropriate you must refer the potential client to the 'Risk Disclosure Statement' on Triomarkets.eu website here: [insert link to risk disclosure policy].

4.3 Do not guarantee or promise profits or guarantee against losses.

4.3.1 Trading CFDs does not always result in profits and involves a significant risk of loss of all of clients' funds invested, therefore no profits can be guaranteed. Do not imply that trading can be a way of guaranteed returns and do not guarantee that no losses shall be incurred by the potential clients. In addition, do not guarantee that you are able to assist clients who have suffered losing trades in recovering losing positions.

4.3.2 Present opportunities and risks in a balanced manner.

✗ Do not use: 'easy' or 'simple' in relation to trading, 'trading can be an easy process'	✓ Use: 'Easy' in relation to the platform usage or tools;
✗ Do not use: 'secure trading', 'providing traders with the ability to safely trade'	✓ Use: 'Security' if you refer to the IT security of EDR's systems or trading platforms;
✗ Do not use: 'trading profits', 'use your spare time to earn money', 'you can become a profitable trader', 'profit anytime and anywhere', 'more income', 'risk free trading', or pictures of money.	✓ Use: 'Risk free' if you refer to the demo account only.

4.4 Do not use absolute or unqualified statements.

✗ Do not use: 'best', 'highest', 'complete control', 'control the market' or testimonials that do not reflect the real opinion of the individual(s) involved.	✓ Use: 'one of the best', 'high', 'one of the highest' 'one of the top'.
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4.5 Regulation

4.5.1 Always mention that EDR is licensed by the Cyprus Securities and Exchange Commission ('CySEC').

4.5.2 Always mention that EDR is the broker whilst the trading platform operated by EDR is [Error!](#)
[Hyperlink reference not valid.](#)

✗ Do not use: 'regulated throughout the EU', 'EU licensed and regulated'.	✓ Use: Under the EU's Markets in Financial Instruments Directive ("MiFID"), EDR is permitted to passport its services into any EEA jurisdiction.
✗ Do not use: 'triomarkets.eu is fully licensed by CySEC', 'triomarkets.eu is a leading online trading broker'.	✓ Use: 'EDR is licensed/regulated/ authorized by CySEC', 'EDR is a broker'.
✗ Do not use the CySEC logo, European Supervisory Authorities logos, the EU logo or flag.	

4.6 Language

If your website is in a language other than English, all the relevant warnings and disclosures specified in these Marketing Guidelines must be fully translated accordingly, in a correct and not misleading manner.

4.7 Contracts for Differences

4.7.1 Triomarkets.eu platform offers CFDs trading, therefore it needs to be clear in any Marketing Communication that the potential clients will trade CFDs and not the related underlying financial instrument, and that at no times shall a delivery of or transfer of title to the underlying financial instruments shall be made to the potential clients.

4.7.2 Whenever writing about Triomarkets.eu you need to make sure that the word 'CFDs' is mentioned.

<p>✗ Do not use:</p> <p>Trade stocks, forex, commodities and indices with Triomarkets.eu.</p>	<p>✓ Use:</p> <p>Triomarkets.eu offers CFDs on stocks, forex, commodities, and indices.</p>
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4.8 Audience

4.8.1 EDR's services and products traded, are only available to individuals who are at least 18 years old.

4.8.2 CFDs are complex financial instruments and can only be marketed to people who would possess the necessary level of knowledge and experience.

<p>✗ Do not use:</p> <p>'no experience needed', 'you do not need any experience or understanding in order to be successful and trade profitably', 'this platform is built in such a way that satisfies every type of trader, even beginners who are just starting to trade...' or any similar language.</p>
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4.9 Affiliates must NOT provide any investment and/or financial advice and/or portfolio management services to the potential clients, including money management.

4.10 Always use your correct personal information. Do not use false personal information that could mislead clients and/or potential clients, such as false names, postal and email addresses.

4.11 Do not contact the same client using different email addresses or phone numbers.

4.12 Ensure you have clients' prior consent when sending marketing communication concerning Triomarkets.eu or EDR.

5. Additional information

5.1 These Marketing Guidelines may be updated at any time, as regulatory bodies may change legislation and/or interpretation of legislation, and consequently you will need to comply with the updated Marketing Guidelines at all times.

5.2 EDR monitors all of its Affiliates' websites on an on-going-basis to ensure compliance with these Marketing Guidelines. You may therefore be contacted at any time by your affiliate manager to amend and/or remove material as EDR may deem appropriate. If that is the case, you must comply within 2 business days. If you face any issues with the timely compliance, this should be immediately communicated to your affiliate manager who will ensure to communicate this to EDR, for possible extension of the timeframe.

REFERRAL PARTNER ACKNOWLEDGEMENT Signature: _____ Date: _____