

Partnership Agreement

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Commission Agreement

THIS COMMISSION AGREEMENT (hereafter referred to as the “Agreement”) is entered into by and between

BKFX LLC, a company incorporated in accordance with the laws of Saint Vincent and the Grenadines bearing registration number 701 LLC 2020 and with registered seat at Suite 305, Griffith Corporate Ct., Beachmont, Kingstown, St. Vincent and the Grenadines (hereinafter referred to as the “**Company**”), of the one part

AND

The Partner (hereinafter referred to as the “**Introducing Broker**”), of the other part. From the moment that the Partner acts as an introducer using the services of BKFX LLC, the Partner accepts that he/she operates and acts under this agreement with the Company.

The Company and the Introducing Broker shall hereinafter be referred to as the “**Party**” and collectively as the “**Parties**”, respectively.

WITNESSETH AS FOLLOWS:

WHEREAS the Company is a legal entity that offers services to retail customers of a Forex trading platform bearing the brand ‘**BKFX**’ (hereinafter, the “**Brand**”);

WHEREAS the Introducing Broker is an introducing broker that will introduce clients to the Company;

AND WHEREAS the Parties have agreed to enter into this Agreement so as to set out the terms and conditions with regards to the Commission (as defined below) the Introducing Broker will receive from the Company.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement shall come into effect from the date of this Agreement and is valid for an indefinite period, unless terminated under the provisions of Clause 26.
2. The Introducing Broker will act as a mediator in bringing together the Company and prospective clients (hereinafter referred to as the “**Clients**”) seeking to invest and/or execute transactions in financial instruments (hereinafter referred to as the “**Services**”).
3. The Introducing Broker shall act on the best of his ability and shall be obligated towards the Company for the following:

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- (a) Introduce to the Clients, natural persons or legal entities, the brokerage services provided by the Company in relation to the reception, transmission and execution of orders for transactions in financial instruments;
 - (b) Fairly and accurately describe the Company's business and the brokerage services available from the Company to the Clients;
 - (c) Comply with any business-related instructions or directions given by the Company in relation to the services of the Company;
 - (d) Keep all information the Introducing Broker receives about the Company's business, including the identity of the clients and their transactions with the Company, confidential except where disclosure is required by this Agreement; and
 - (e) Provide prompt, effective and accurate updates to the Company of any changes made in the details of the Clients.
4. As a remuneration for the Services, the Introducing Broker will be entitled to receive a commission fee from the Company according to the details that appear in the section "**Commission Settings**" of the IB portal by logging in to the BKFX online portal.

The Introducing Broker agrees that the above compensations shall be the exclusive compensation that the Introducing Broker is entitled to under this Agreement for the provisions of the Services, and the Introducing Broker shall not be entitled to any additional fee, compensation, reimbursement of expenses or other form of payment therefore, unless specifically agreed, in writing, by the Company.

5. It is agreed that the Company is not liable to continue paying Commissions to the Introducing Broker in case the Introducing Broker does not make any new introductions for a period of 30 calendar days.
6. It is hereby agreed upon by the Parties that the payment of the Commission by the Company to the Introducing Broker will be conducted as detailed in the section "**Commission Settings**" of the IB portal by logging in to the BKFX online portal.
7. It is hereby agreed upon by the Parties that the Company will have the absolute right, after giving to the Introducing Broker at least one month's notice, to amend the payment of the Commission as set out in the section "**Commissions Settings**" of the IB portal by logging in to the BKFX online portal, for reasons concerning the market spread and/or changes to the Company's pricing policy in general.
8. In case the Introducing Broker owns or operates a website, and he wishes to use the website for linking to the Company's website for the purposes of registration of Clients with the Company, he must include the following information and functions in his website:
 - a) Provide a link from his own website to the Company's website.

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- b) Introducing Broker may only use the Company's logo and brand names with the prior written permission of the Company. In such a case the logo should indicate that it is the property of its owner and indicate that the website is a tool for registration of Clients with the Company.
 - c) Any other information, designation and volume that refer to the Company should first be approved by the Company and then be included in his website.
 9. The Introducing Broker should regularly check the Company's website to be updated with the terms and conditions of trading or any other disclosures issued by the Company and become available at the website.
 10. Any exchange of money regarding a Client's account will be made directly from the Company to the Client or from the Client to the Company.
 11. The Introducing Broker can advise the Clients on purely technical and educational matters and any investment and/or financial advice given to any such Client is the whole responsibility of the Introducing Broker, which may be governed by an agreement entered into between the Introducing Broker and the Clients, for which the Company can accept no responsibility.
 12. The Introducing Broker 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 Introducing Broker 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.
 13. The Introducing Broker shall not give or offer 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 to any prospective or actual Client. Without prejudice to the generality of the foregoing, the Introducing Broker shall not:
 - a) give to any prospective or actual Client any personal opinion on trading or the direction of the markets and/or of financial instruments;
 - b) advise prospective or actual Clients on any investment strategies;
 - c) advise prospective or actual Clients on opening of new positions in any financial instrument (whether offered by the Company or not);
 - d) advise prospective or actual Clients on closing existing positions in any financial instrument (whether offered by the Company or not);
 - e) give to prospective or actual Clients any advice or recommendation on hedging positions in such Client's portfolio;

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- f) provide any kind of custom-made trading signals to prospective or actual Clients or use any trading signals service provided by any third parties.
14. The Introducing Broker 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.
15. The Introducing Broker and its employees are strictly forbidden from trading in Client account and/or accessing the Client's account in any manner.
16. The Company will bear no liability to the Clients or to the Introducing Broker for any advice, decision or recommendation given or made by the Introducing Broker to his Clients and the Introducing Broker will indemnify the Company for any loss or liability arising from any such advice, recommendation, or decision or from any delay, default or neglect by the Introducing Broker in relation to any customer services the Introducing Broker provides to its clients.
17. The Introducing Broker assures that it will show the necessary skill, interest and high level of professionalism so as to satisfactorily fulfill its obligations arising under this Agreement. It is understood that the Introducing Broker shall undertake all necessary steps so as to ensure that all Confidentiality obligations arising under this Agreement are extended to the Introducing Broker's employees, agents and/or representatives, if any.
18. The Company and the Introducing Broker acknowledge that the relationship created between them by this Agreement or between the Company and any officer or employee of the Introducing Broker is not as employer and employee, agent, partners, or joint ventures. The Introducing Broker agrees that it is not authorized to make any representations on behalf of the Company or enter into any agreement or obligation for and/or on behalf of the Company.
19. During the execution of this Agreement, the Introducing Broker may receive Confidential and Personal information for the Clients' activities and/or identities. The Introducing Broker shall not disclose such information gathered without the Company's written consent.
20. The Company will not be responsible for any costs and/or expenses and/or risk the Introducing Broker may incur by implementing this Agreement.
21. The Introducing Broker will be responsible for the payment of any taxes and/or charges and/or duties paid arising from this Agreement.
22. The company reserves the right to stop paying commissions to the Introducing Broker if the partner did not introduce any client to the Company for a period of three months.

23. Introducer will not be eligible to receive commission for trades opened and closed on CFDs where the difference in the time of closing and opening is less than 1 minute and or the absolute difference between close and open price is less than 1 pip.
24. The Company has the right to contact the costumers introduced by the Introducing Broker concerning the customer's deposits, withdrawals, trading and for any other reason as part of the business.
25. The Introducing Broker will not advertise or circulate to the Clients or any other person, written information concerning the Company without the Company's express written prior approval. For day to day operations the Introducing Broker can use any content that is included in the Company's website.
26. The Company makes no warranties hereunder and expressly disclaims all warranties, express or implied, including but not limited to, warranties of merchantability and fitness for a particular purpose, without limiting the foregoing, the Company further disclaims all representations and warranties, express or implied, that the Company's services or products and platforms do not infringe or otherwise violate any intellectual property or other proprietary right of any third party in any jurisdiction, including but not limited to, the territory. You understand and agree that that's services and products (including that platform) may not satisfy all of the clients' requirements, may not be suitable for all clients and may not be uninterrupted, accessible or error- free.
27. The Company, its directors, officers, employees and related entities, shall have no liability for any lost profits and/or any indirect, consequential, special, incidental or punitive damages, arising out of the products, platforms, the services, the website or software failure, viruses system failure, high internet traffic demand, malicious interface to the Introducing Broker's or the Company's System, hardware error, mobile applications non compatibility with our system, including our proprietary or third party system. The Company cannot guarantee that the software and/ or the system, that we own, or we manage, on behalf of a third party, is uninterrupted and error free or available at all times. In any event, the Company's liability to Introducing Broker under this agreement for any reason will be limited to the amounts paid to Introducing Broker by the Company during the (6) month period immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action in the aggregate, including but not limited to breach of contract, breach of warranty, negligence, strict liability, misrepresentations.
28. The Company and the Introducing Broker acknowledge that this Agreement confers no exclusive right upon either Party to the services of the other Party. Neither Party shall be precluded by this Agreement from entering into the same or similar agreements with other parties.
29. This Agreement is specific to the Introducing Broker and may not be assigned, transferred, or used as a security.
30. This Agreement may be terminated:

- (a) By either party giving to the other 30 days written notice to that effect.
- (b) At any time by the Company without giving any written notice to the Introducing Broker, in case of one of the following events:
- (i) The Introducing Broker ceases, for any reason, to act in good faith and be responsible towards the Company as set above under Clause 3 and in the Company's, opinion becomes incapable to provide such Services;
 - (ii) The Introducing Broker produces or uses any advertising on marketing in breach of the requirements of this Agreement.
 - (iii) The Introducing Broker is in breach of the provisions of Clauses 11,12,13 and 14.
 - (iv) Any liquidation, insolvency, receivership or any other process of such effect in any jurisdiction, of or in relation to the Introducing Broker or his assets or the Introducing Broker ceases to pay debts in the ordinary course of business;
 - (v) The Introducing Broker being in breach of any of the terms, conditions or warranties of this Agreement;
 - (vi) The Introducing Broker commits a material breach (as determined by the Company in its reasonable opinion) of this Agreement, including without limitation, a breach of any of its obligations under this Agreement or in general the conduct of the Introducing Broker is one that the Company, acting at its discretion and reasonably, deems to cause regulatory or reputation issues to the Company;

It is understood by both parties that such termination shall be without prejudice to any outstanding or accrued obligations of the Parties until the day of termination.

31. In the event of termination occurring for any reason whatsoever, the Company's dealings with the Introducing Broker will cease and the Introducing Broker is obliged to return to the Company all documents, brochures, call reports and any other material in the Introducing Broker's possession relating to the Services. It is also understood and accepted that the Introducing Broker's obligation with regards to Confidentiality shall survive any termination of this Agreement.
32. All conditions of the present Agreement are essential and any breach of any of these conditions from whatever Party, gives right to the innocent Party to terminate the present Agreement without notice and to claim from the culpable Party compensation for any damages that will be suffered due to such breach, as well as expenses and interest.
33. Whatever warning or notification or letter etc. based on the present Agreement shall be given in writing sent by a registered post letter, by a personal delivery, fax or email to the receiver to the last known address and shall be deemed to be received normally, 72 hours after its mailing in a case of a letter and immediately in all other cases.
34. The entire Agreement between the Parties is expressed in this writing. No other Agreements or representations shall be binding on the Parties unless endorsed herein or on a separate instrument signed by the Parties.

35. For the purposes of Protection of Personal Information Act, 2013 as amended and/or replaced from time to time and the EU General Data Protection Regulation 2016/679 (hereinafter referred to as the "Data Protection Laws"), the Introducing Broker consents to the procuring by the Company of personal data, as these may be provided by the Introducing Broker for the purposes of this Agreement. The Introducing Broker agrees that the data may be collected and held by the Company and be disclosed or transferred to other employees of the Company for the purposes of executing the terms of this Agreement and/or to operational suppliers/providers or to any other person as may be reasonably necessary or as otherwise permitted by law.

The Introducing Broker also undertakes to comply with the relevant Data Protection Laws for the provision of its Services to the Company. The Introducing Broker shall take reasonable steps to ensure the reliability of any employee, agent or contractor as appointed by the Introducing Broker who may have access to the Company's Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the Company's relevant Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

Subject to the Services to be provided by the Introducing Broker to the Company, the Introducing Broker undertakes to implement appropriate technical and/or organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in the relevant Data Protection Laws.

36. The Introducing Broker 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.
37. This Agreement shall be interpreted and construed in accordance with the laws of Saint Vincent and the Grenadines. Any disputes arising out of or in connection with the present Agreement which cannot be solved amicably shall be settled in the Courts of Saint Vincent and the Grenadines.