

## PARTNER AGREEMENT

This PARTNER Agreement is concluded between:

**FRNG LTD** (“RallyTrade”), with its registered office in Nigeria, Lagos, Fanis House, 21 Adeniyi Jones avenue, Ikeja.

And

Any **Rally Trade Partner** as a registered company or individual person that has registered for Rally Trade’s Partner Program, hereinafter referred to as “Partner”, “IB”, or “Affiliate”.

### 1. DEFINITIONS

<b>Rally Trade Partner</b>	A registered company or individual that uses the Rally Trade Partner Program to refer clients to Rally Trade.
<b>Sub-Partner</b>	A registered company or individual that uses the Rally Trade Partner Program to refer clients to Rally Trade and that is already introduced by a different Rally Trade Partner.
<b>Client Account (Trading Account)</b>	A Trading Account or any other accounts opened in the name of the Client with RallyTrade, EXCEPT Pro Real Accounts and Contest/Promotional Accounts, where all the Financial Instruments or property rights are registered;
<b>Client Account Currency</b>	The currency in which the Client Account is held, and all the operations are settled;
<b>Client Agreement</b>	The agreement for providing investment services concluded between the Client and RallyTrade, available at all moments with all the updates on RallyTrade Website
<b>Company</b>	FRNG LTD
<b>Basic Account</b>	Trading Account where the Client can conclude Transactions according to the conditions stipulated in Order Executions Policy, and any other provisions of the Client Agreement;
<b>CFD</b>	Contract for Difference, having the specifications as described in the CFD Specification Tables, and the execution described in the Client Agreement and its annexes;
<b>CFD Account</b>	Trading Account used for trading CFDs, which can be a Basic or Standard.
<b>CFD Specification Tables</b>	Tables containing specifications of CFD instruments (such as spreads, nominal value, volumes, transaction steps and other elements that describe the way of functioning of CFD instruments with RallyTrade, which are published on RallyTrade’s website and which constitute an integral part of Specification Tables and Client Agreement);
<b>Client (Real Client)</b>	Individual/natural person, legal person or a person without legal entity that has agreed and complied with the general Terms and Conditions of RallyTrade;
<b>Closed Position</b>	An Open Position that was closed by the means of a Closing Position instruction, or by executing a Reverse Transaction;
<b>Durable Medium</b>	Any medium which enables the storage of information in a way accessible for future reference for a period of time adequate to the purposes of the information
<b>Financial Instruments</b>	Instruments that can be traded by the Client (like or example CFDs);

<b>FRNG</b>	FRNG Ltd., company registered in Nigeria;
<b>FRNG Office</b>	The representative office of FRNG in Nigeria, specified on the Website;
<b>RALLYTRADE Website (Website)</b>	The RallyTrade website: <a href="http://www.rally.trade">www.rally.trade</a> . Domain and all of its sub domains, landing pages and/or other connected modules;
<b>Partner Agreement</b>	Agreement concluded between RallyTrade and the Partner for provision of Partner services
<b>Partner Commissions</b>	Commissions and fees as they are described in the IB Commissions Table;
<b>Introducing Broker (IB)</b>	A natural or legal person which promotes RallyTrade's services and introduces potential clients to RallyTrade at their own discretion;
<b>Lot</b>	A specific unit of volume that is defined for each particular Financial Instrument in the Specification Tables;
<b>Net Spread</b>	The difference between the Spread applied to a Client's trade and Rally Trade's cost for executing the cost (including but limited to liquidity provision, technology usage, settlements, etc.) expressed as percentage of spread.
<b>Open Position</b>	A position that was opened, but not yet closed;
<b>Specification Tables</b>	Specifications Tables as they are defined in the Client Agreement, containing: <ul style="list-style-type: none"> <li>• CFD Specification Tables</li> <li>• Margin Table</li> <li>• Commissions Table;</li> <li>• Swap Points Table;</li> <li>• Limits Table</li> </ul>
<b>Spread</b>	The difference between the bid and ask price;
<b>Standard Account</b>	Trading Account where the Client can conclude Transactions according to the conditions stipulated in Order Executions Policy, and any other provisions of the Client Agreement;
<b>Trading Platform</b>	An electronic Platform that is made available by RallyTrade for the Clients under the provisions of the Client Agreement;
<b>Transaction</b>	An operation of selling or buying a Financial Instrument on a Trading Account;

## 2. PURPOSE OF THE AGREEMENT

2.1. This Partner Agreement sets forth the terms and conditions of the relationship between RallyTrade and the Partner, who will introduce, at their own discretion, customers to RallyTrade on a fully disclosed basis to trade Financial Instruments as they are described in this Partner Agreement.

2.2. Given the fact that:

- a. RallyTrade is a commercial company that provides financial services ensuring the access to the markets in financial instruments and that gained a good business reputation;
- b. RallyTrade wishes to extend its business, by identifying new clients;

- c. The Partner has the necessary experience and resources to support RallyTrade in attracting new clients;

the parties agreed to conclude this Partner Agreement, hereinafter referred to as the “Partner Agreement” or “Agreement”, under the conditions provided below.

- 2.3. Under this Partner Agreement, the Partner can perform, in accordance with the applicable legal provisions, marketing activities of RallyTrade products, in order to identify Clients which are interested in opening a Trading Account with RallyTrade and in trading the Financial Instruments offered by RallyTrade;

### **3. SERVICES PROVIDED BY THE PARTNER**

Upon registering, the Partner will receive a unique partner web link that the Partner will distribute to potential clients introduced by the Partner. Only by using this unique link for registration of clients can the Partner claim that any client was referred to Rally Trade by the Partner. Only new clients can be considered to be referred by the Partner. In case of duplicate entries (i.e. introducing a client that already exists in Rally Trade’s database), the client in question will not be considered to be referred by the Partner and, as such, will not be subject to any commission.

#### ***Marketing activity***

- 3.1. The Marketing Activity that the Partner can perform is as follows:

- (i) identifying potential clients interested in accessing RallyTrade services and products by concluding a contractual relationship between RallyTrade and Client;
- (ii) presenting the Company, the offer, services and products of RallyTrade, and as well the relation that exists between the Partner and the Company in the most objective and professional manner;
- (iii) obtaining a verbal indication of the Client is willing to conclude a Client Agreement with RallyTrade.

- 3.2. The Partner will, at all times, act in good faith, be honest, objective, diligent, and will strictly perform its contractual and legal obligations in its relations with any third party or partner of RallyTrade.

- 3.3. The Partner can describe the Company and the offer of products and services in a professional, true and correct manner, correctly and completely informing the Clients / Potential Clients regarding the particularities of the derivatives markets and the risks related to trading instruments as the ones offered by RallyTrade.

- 3.4. The Partner can use the marketing, advertising materials and any other informative documents provided by RallyTrade only in accordance with their purpose and in order to fulfil the object of the herein Partner Agreement.

- 3.5. The Partner is not allowed to act in any way using the brand, logo or sign of RallyTrade in its relations with third parties or in documents issued by the Partner.

- 3.6. The Partner has no right of legal representation of RallyTrade.

- 3.7. The Partner is not authorized to sign documents with potential clients or third parties for or on behalf of RallyTrade.
- 3.8. The Partner shall not disclose written information of RallyTrade or the services provided by the latter to Clients or other persons, unless RallyTrade has reviewed the materials and information and had expressed its consent.
- 3.9. The Partner shall keep appropriate records on its marketing activity and, at RallyTrade's request, the Partner shall provide reports and updates on the performance of its marketing activity and any other obligations set out in this Partner Agreement, within maximum 3 (three) working days from the receipt of written request from RallyTrade.

### ***Relation with clients***

- 3.10. The Partner shall not provide Clients or Potential Clients with incorrect, incomplete, false or misleading information related to RallyTrade's activity and products, and shall not make any statements or predictions on the evolution of markets of financial instruments that can be traded through RallyTrade;
- 3.11. The Partner is not allowed to accept money or any other benefits of any kind from Clients or Potential Clients, in any form, for example, without limitation, by way of deposit, price, commission, etc.;
- 3.12. The Partner is responsible, in any form of guilt, in front of customers attracted, for any erroneous information decision or recommendation communicated to them;
- 3.13. The Partner shall not provide guarantees or collateral benefits in order to convince a person to become a client of RallyTrade and will not provide any benefit to facilitate attracting clients for RallyTrade;

### ***Confidentiality Clauses***

- 3.14. The Partner will keep confidential and will not disclose to anyone during and subsequent to the relationship with RallyTrade, all material information that the Partner receives during the course of business with RallyTrade, including but not limited to Customer information, trade secrets, techniques, and other information relating to processes, strategies and future plans. Each Party (including consultants, employees, representatives, contractors and their agents) acknowledges that all the Confidential Information is and shall remain the exclusive property of the party who provided or owned the information and engage by this Partner Agreement that:
- The Partner will not perform any operation related to confidential information in other purpose than in accordance with the terms of this Partner Agreement;
  - The Partner understands and agrees that any information about clients recommended by them (including, without limitation, information or their personal identification codes and passwords for access to trading systems, information about their transactions, or any actions that they perform) are strictly confidential information involved by the direct relationship between RallyTrade and the account holder, which will

not be in any way provided to any Partner or other third parties, with exclusion of data presented in designated Partner system. The partner will not, under any circumstance, hold or request for client account credentials. In case of breach, the Partner will be directly liable in a direct relationship with the Client.

c. The Parties will maintain privacy and will not disclose or use any information relating to parties, Clients, Potential Clients, associates, know-how, marketing, concepts, ideas, strategies, marketing plans, transactions, formulas, methods, techniques, knowledge,

information about software, trading platforms, trading systems, business processes, sales, prices, software, materials or any other information that is accessed in the course of the contractual relationship;

d. The Partner will not disclose any confidential information to any person and shall not use confidential information in order to obtain any gain or benefit, for himself or for any other person;

e. The Partner will limit by any means the dissemination or unauthorized use of confidential information and shall immediately notify the other Party if such situation occurred;

***Representations and warranties of the Partner:***

3.15. The Partner represents and guarantees to RallyTrade that:

a. The Partner holds the full legal capacity to conclude this IB Agreement and that obtained all necessary approvals and endorsements in this respect, if applicable;

b. has no criminal record;

c. has not been sanctioned by the local or foreign authorities with permanent or temporary interdiction (applicable on the signing date of this Partner Agreement) to carry out civil and economic activities (for example, on financial, banking, Capital, legal or insurance markets) subject to this Partner Agreement;

d. will not act for or on behalf of RallyTrade and will not hold any right of representation of RallyTrade;

e. RallyTrade is not liable towards the Partner's Clients or partners, regarding, without limitation, any information, recommendations, decisions or instructions of the Partner to any of its partner or contractor;

f. the Partner will be liable towards any person and certifies that any of its actions is carried out on its own behalf and that it does not act for or on behalf of RallyTrade;

g. the Partner has no mandate right or right to act on behalf of or for RallyTrade;

h. the Partner has no right to represent RallyTrade in any circumstances and related to any issue;

i. the Partner will never, under any circumstance, be placing trades or transactions, deposit or ask for withdrawals, on behalf of any of Rally Trade's clients.

***Final provisions:***

3.16. The Partner will bear all costs and risks related to fulfilling the object of the Partner Agreement and its assumed obligations (e.g., without limitation: transportation, advertising, etc.).

3.17. The Partner will comply with any instruction received from RallyTrade in connection with this Partner Agreement and with RallyTrade products and services.

- 3.18. The Partner will notify RallyTrade of any change in address or any other identifying details within maximum three (3) days from the occurrence of such change.
- 3.19. Upon termination of this Partner Agreement for any reason, the Partner will remit to RallyTrade immediately, but no later than three (3) business days after such termination, all advertising materials and any other documents in its possession, in connection with RallyTrade marketing activities and / or this Partner Agreement.
- 3.20. By using Rally Trade’s Partner Program, the Partner hereby agrees to understanding and complying with the Partner Agreement and any of its latest version.

#### 4. Partner Program Structure and Commission

Structured on a multi-tier format, Rally Trade’s Partner Program enables Partners to introduce or refer other Partners that will also introduce Partners or Clients limited to a maximum of three tiers. As such, a Tier 1 Partner can have direct clients, Sub-Partners with Sub-Clients at Tier 2, and Sub-Partners with Sub-Clients at Tier 3 and receive a commission for the trading activity done on all three Tiers as explained in the table below:

	<b>Tier 1 Client</b>	<b>Tier 2 Client</b>	<b>Tier 3 Client</b>
<b>Tier 1 Partner</b>	60%	15%	5%
<b>Tier 2 Partner</b>		60%	15%
<b>Tier 3 Partner</b>			60%

\* percentages of Net Spread applicable

- For Clients introduced directly, Partner will get 60% of Net Spread applicable according to the account type and instrument traded by the Client.
- For Clients introduced by a Tier 2 Sub-Partner, the Tier 1 Partner will get 15% of Net Spread applicable according to the account type and instrument traded by the Client.
- For Clients introduced by a Tier 3 Sub-Partner, the Tier 1 Partner will get 5% of Net Spread applicable according to the account type and instrument traded by the Client.

Rally Trade's Partner Program allows for a continuous structure across the three Tiers. For example, one Partner's Tier 3 Sub-Partner can be a Tier 1 for its clients and Sub-Partners as explained in the table below:

	Partner A Clients	Partner B Clients	Partner C Clients	Partner D Clients	Partner E Clients	Partner F Clients	Partner G Clients	Partner H Clients	Partner I Clients	Partner J Clients
Partner A	60%	15%	5%							
Partner B		60%	15%	5%						
Partner C			60%	15%	5%					
Partner D				60%	15%	5%				
Partner E					60%	15%	5%			
Partner F						60%	15%	5%		
Partner G							60%	15%	5%	
Partner H								60%	15%	5%
Partner I									60%	15%
Partner J										60%

\* percentages of Net Spread applicable

- 4.1. For the activity of his portfolio of Clients, the Partner shall be entitled to receive from RallyTrade a commission ("Commission") which is determined to the values shown in the Partner Agreement.
- 4.2. The percentages, values, and calculation method may be subject to periodic changes at RallyTrade's own discretion.
- 4.3. By publishing an updated version on its website and/or sending it via e-mail to the registered e-mail address, any modifications done to the Partner Agreement will be considered communicated by Rally Trade and come into effect immediately.
- 4.4. The Partner is entitled to receive commissions only in respect to new/eligible clients that were introduced by the Partner within the 3-tier structure, that opened an account (Basic or Standard) with RallyTrade and had trading activity performed according to this



Agreement. The Partner is not entitled to receive commission for PRO accounts or Contest/Promotion accounts opened by clients introduced.

- 4.5. The commission shall be paid only in Naira (NGN). Where necessary, the USD/NGN interbank rate will be used.
- 4.6. The Commission will be calculated several times per day and will be displayed in the Partners' Area of the website. Due to the complexity of the calculations, slight errors can appear in the displayed values. For this reason, the Partner understands and agrees that Rally Trade will, occasionally, have to correct and adjust the values shown.
- 4.7. The Partner can use the „Cash Out” option found in the Partners Tab weekly to transfer the proceeds from commissions into his Trading Account or his Bank Account. The account indicated (Trading/Bank Account) by the Partner is required to be in the same currency as the chosen currency for commissions.
- 4.8. The “Cash Out” option is available only after the Partner has effectively introduced Clients to RallyTrade. The Clients are considered effectively introduced when they send the required documents for account activation as found in the general Terms & Conditions and respectively deposits at least the minimum amount of funds required by the type of account (Basic, Standard) and start trading.
- 4.9. Retroactive additions of clients under a Partner directly or through multi-tier (that did not use the unique registration link provided) cannot be done. Likewise, commissions cannot be added retroactively for clients that did not use the registration link.
- 4.10. The in-force procedure for withdrawal of commissions from Partner's real account is same as the one applicable for clients. The Partner shall provide prior to withdrawal a copy of proof of address and proof of bank account. Full requirements for these documents are found on RallyTrade's website. Transaction charges that may apply in regard to any withdrawal made by the Partner are subject to the general withdrawal rules.
- 4.11. The Partner shall be responsible for paying any direct or indirect taxes, contributions and any other fees to the State or public authorities in accordance with the legal provisions in force.
- 4.12. The Partner will strive at having a diversified client portfolio. As such, over a given payout period, the Partner can't have more than 70% of the commission generated by a single trading client. In cases where more than 70% of the commission is generated by a single trading client, Rally Trade will cancel the commission generated by the client in question. Moreover, in repeated cases, Rally Trade will terminate the agreement with the Partner cancelling all commissions till the date of termination.
- 4.13. Hedged positions across accounts within the multi-tier Partner structure with the purpose of, including but not limited to, system abuse, credit manipulation, and trading arbitrage is not accepted and will result in cancellation of all commissions and immediate termination of the Partner Agreement.
- 4.14. Partner Commissions are only applicable to closed trades.



- 4.15. Rally Trades reserves full discretion as to the Partners and Clients it chooses to offer its services and products to. Rally Trade can, without prior notice, decide to terminate an account with immediate effect.
- 4.16. Rally Trade can and will suspend a Partner or Client trading account, without prior notice, in case of suspected violations of the applicable Terms & Conditions or Partner Agreement.
- 4.17. Duplicate registrations for the same entity are not accepted. Rally Trade can and will merge duplicate accounts when identified. In case where the duplicates are generated in the same Partner network, the Partner Agreement will be terminated, and all available commissions will be cancelled.
- 4.18. The minimum cash-out that a Partner can collect from commissions is 100 US, meaning that the Partner cannot place a withdrawal or transfer request for a value less than the equivalent of 100 USD. The commissions will still accumulate until it reaches the minimum of 100 USD or its equivalent.
- 4.19 The partner commission is limited to a maximum of 20 USD or its equivalent per lot traded by one of the clients introduced. This limit is calculated and adjusted to the size and volume of the trade. For example, where an introduced client closes a trade of 2 lots and the percentage of Net Spread commission exceeds the nominal value of 40 USD or its equivalent, only 40 USD or its equivalent will be credited as commission for the specific trade. Likewise, where an introduced client closes a trade of 0.5 lots and the percentage of Net Spread commission exceeds the nominal value of 10 USD or its equivalent, only 10 USD or its equivalent will be credited as commission for the specific trade.
- 4.20 The partner commission is only applicable to trades placed by direct or sub clients of a minimum duration of 10 seconds (at least 10 seconds must pass between opening and closing a trade)

## **5. DURATION, MODIFICATION AND TERMINATION OF AGREEMENT**

- 5.1. This Agreement enters in force at the date of Partner registration, and is concluded for an undetermined period.
- 5.2. This Agreement may be terminated:
- a. by written agreement of the parties;
  - b. by cancellation without justification by written notice sent to the other party at least 10 working days before the date envisaged for such termination of the Partner Agreement;
  - c. based on the withdrawal of authorization of either party under applicable provisions;

- d. after bankruptcy, dissolution or death of either party (other than the merger or division thereof);
- e. in case that RallyTrade evaluates that the actions of the Partner are incompatible, in conflict with or adversely affecting the quality and / or the image of RallyTrade;
- f. if either party fails to perform its obligations or improperly fulfils them.

5.3. RallyTrade has the right to modify the provisions of this agreement and its annexes by a notification sent by RallyTrade to the Partner to the email address that the Partner declared or by publishing an update version of this Agreement on its website, with immediate effect. The modifications introduced will be mandatory. The Partner that does not accept these modifications has the right to cease this Agreement immediately.

5.4. The Partner here by confirms that by using the services of Rally Trade's Partner Program, it agrees with and understands fully all conditions set.

5.5. Termination of this Agreement shall not affect a party's right to claim compensation for damages incurred as a result of the breach of the terms of the Partner Agreement.

## 6. APPLICABLE LAW AND JURISDICTION

6.1. The provisions of this Partner Agreement shall be governed by and interpreted in accordance with English law. Any and all disputes or claims arising out of or in connection with this Partner Agreement shall be resolved by the competent courts with jurisdiction over FRNG's representative office, according to the applicable provisions of the English legislation.

## 7. NOTIFICATIONS AND COMMUNICATIONS

7.1. All notifications and communications addressed to any Party by the other shall be made in writing, by email, in English, and shall be sent to [support@rally.trade](mailto:support@rally.trade).

7.2. The client shall be placed under Partner Program based on introduction made by Partner and prior to client's registration with RallyTrade directly. The assignment will be done after the Partner sends potential clients' full names and correct email addresses in order to be checked whether they are already RallyTrade's clients or not. The email used for this purpose is [support@rally.trade](mailto:support@rally.trade).

7.3. If the Partner fails to provide RallyTrade with complete and correct data regarding his clients in order to allow RallyTrade to perform checks, assignment of client under Partner shall be up to ultimate discretion of RallyTrade.

7.4. If a party changes its contact or identification data it shall immediately notify the other party. Otherwise the official contact or identification data is the one that was last communicated.

## 8. FINAL PROVISIONS

- 8.1. RallyTrade reserves the right to refuse, without justification, the conclusion of agreements with Potential Clients identified by the Partner.
- 8.2. The Partner shall not assign, subcontract or transfer this Partner Agreement in any way, in whole or in part, to any other person.
- 8.3. The Partner cannot delegate its obligations, in whole or in part, to any person without the prior notification and consent of RallyTrade.
- 8.4. RallyTrade may revoke at any time the consent related to delegation of the Partners Responsibilities and obligations

THIS DOCUMENT IS CONCLUDED IN ELECTRONIC FORMAT AND IS VALID WITHOUT SIGNATURES. BOTH PARTIES AGREE TO THE CONDITIONS SET IN THIS DOCUMENT AND EXPRESS THEIR AGREEMENT BY USING OR PROVIDING THE SERVICE DESCRIBED IN ITS CONTENT.