PRIME XBT

TERMS AND CONDITIONS
PARTNER SWITCH CAMPAIGN

Version 1.

1. Introduction

1.1. These Partner Switch Campaign Terms and Conditions (hereinafter the "Campaign Terms") apply to Partners who are considering switching from another broker to PrimeXBT and wish to participate in the promotional campaign known as the "Partner Switch Campaign" (hereinafter the "Campaign"), offered by PrimeXBT Trading Services Ltd, a company incorporated in Saint Lucia with Registration No. 2024-00343 and having its registered address at Top Floor, Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia (hereinafter "PrimeXBT", "Company", "we", "us", or "our").

1.2. Participation in the Campaign shall constitute the Partner's full and unequivocal acceptance of these Campaign Terms, the applicable PrimeXBT Affiliates & Introducing Brokers Agreement (hereinafter the "Partner Agreement"), and all applicable Company policies, as amended from time to time.

1.3. These Campaign Terms supplement the Partner Agreement. Any provisions governing, inter alia, the conditions, prohibitions, rights, limitations, and restrictions set out in the Partner Agreement shall apply in full to the Campaign. In the event of any inconsistency between these Campaign Terms and the Partner Agreement, the Partner Agreement shall prevail, except in respect of the specific Campaign arrangements expressly provided herein.

1.4. The Campaign and PrimeXBT products and services are not available to any person residing or operating in a restricted jurisdiction or otherwise prohibited from participating under applicable laws or Company policies.

2. Eligibility

2.1. To participate in the Campaign, a Partner must:

2.1.1. be a new Partner who has not previously participated in any PrimeXBT partnership programme;

2.1.2. have successfully registered as a PrimeXBT Partner before submitting an application for the Campaign;

2.1.3. submit an application through the designated Campaign landing-page form within fourteen (14) calendar days from the date of registration as a PrimeXBT Partner;

2.1.4. have an existing audience associated with another broker which the Partner intends to introduce to PrimeXBT;

2.1.5. have an existing audience at another broker which has generated an average monthly revenue of at least USD 2,000 from spreads, trading commissions, and financing charges during the three (3) months preceding the Campaign application;

2.1.6. provide the Company with evidence of the audience's performance at another broker for the preceding three (3) months;

2.1.7. meet all applicable onboarding, verification, KYC, AML, sanctions, and compliance requirements under the Partner Agreement and Company policies; and

2.1.8. be approved and activated for participation in the Campaign by an authorised Company Account Manager.

2.2. The evidence provided under Clause 2.1.6 must be genuine, accurate, and unaltered. The Company may request additional information or supporting documentation to verify the Partner's eligibility.

2.3. Submission of an application, receipt of any Campaign communication, or satisfaction of the eligibility requirements shall not automatically guarantee participation. Participation is subject to the Company's approval and confirmation of activation by an authorised Account Manager.

2.4. The Company reserves the right, at its sole discretion, to reject any application or decline, suspend, or revoke a Partner's eligibility for participation in the Campaign at any time, without any reason.

2.5. A Partner who submits an application more than fourteen (14) calendar days after registration shall not be eligible to participate in the Campaign.

3. Campaign Period

3.1. The Campaign is ongoing and has no predetermined start or end date for accepting applications (hereinafter the “Campaign Period”), unless otherwise determined by the Company.

3.2. Each eligible Partner shall participate in the Campaign for a period of six (6) months, commencing on the date their participation is approved and activated by the Company's authorised Account Manager (hereinafter the “Activation Date”).

3.3. For the purposes of these Campaign Terms, each Campaign Month shall be calculated as a consecutive monthly period commencing from the Activation Date, rather than by reference to calendar months.

3.4. Unless otherwise expressly stated, all dates and times referred to in these Campaign Terms shall be determined by reference to Coordinated Universal Time (UTC).

3.5. The Company reserves the right, at its sole discretion, to extend, shorten, suspend, or terminate the Campaign at any time, without providing any reason.

4. Starting Revenue Share Rate

4.1. Upon approval of the Partner's application, the Company's authorised Account Manager shall determine and assign an individual starting Revenue Share rate ranging from forty per cent (40%) to fifty-five per cent (55%) (hereinafter the “Starting Rate”).

4.2. The Starting Rate shall be determined individually by the Account Manager following verification of the Partner's application, supporting information, and previous audience performance.

4.3. The applicable Starting Rate and any other individual commercial arrangements shall be communicated to the Partner upon activation of participation in the Campaign.

4.4. The Starting Rate assigned to the Partner shall remain fixed for the first three (3) months, subject to the provisions of these Campaign Terms and the Partner Agreement.

4.5. From the beginning of the fourth (4th) month, the Partner's standard Revenue Share rate shall be determined and adjusted in accordance with the ordinary Introducing Broker programme and the applicable Partner Agreement.

5. Additional Revenue Share

5.1. During the six (6)-month Campaign participation period, an eligible Partner shall be entitled to an additional fifteen (15) percentage points of Revenue Share (hereinafter the "Additional Revenue Share"), in addition to the applicable standard Revenue Share rate, subject to a maximum combined rate of seventy per cent (70%).

5.2. The Additional Revenue Share shall apply to eligible revenue generated by all new Clients introduced by the Partner following their activation in the Campaign and during the six (6)-month Campaign participation period.

5.3. For the purposes of calculating the Additional Revenue Share, eligible revenue shall include revenue generated from spreads, trading commissions, and financing charges attributable to eligible new Clients, subject to the Company's verification, calculations, and applicable adjustments or exclusions.

5.4. Only revenue generated by genuine, eligible new Clients who have successfully registered with the Company and have been validly attributed to the Partner shall qualify for the Additional Revenue Share.

5.5. The Additional Revenue Share shall apply exclusively during the six (6)-month Campaign participation period. Following the expiry of this period, the Partner shall continue receiving the standard Revenue Share applicable under the ordinary Partners programme, without the additional fifteen (15) percentage points.

5.6. The Company reserves the right to exclude any revenue or referrals arising from invalid, fraudulent, abusive, manipulative, or otherwise prohibited activities.

5.7. The Company reserves the right, at its sole discretion, to suspend, discontinue, or exclude any Partner from receiving the Additional Revenue Share at any time, without providing any reason or prior notice.

6. Payment of Additional Revenue Share

6.1. Sixty-five per cent (65%) of the Additional Revenue Share earned by the Partner shall be paid monthly, subject to the Company's verification and applicable payment procedures.

6.2. The remaining thirty-five per cent (35%) of the Additional Revenue Share shall be withheld and accumulated during the six (6)-month Campaign participation period (hereinafter the "Deferred Amount").

6.3. The Deferred Amount shall be payable as a single payment following the completion of the sixth (6th) Campaign Month, provided that the Partner satisfies all activity requirements specified in Clause 7.

6.4. The standard Revenue Share payable to the Partner shall continue to be calculated and paid in accordance with the Partner Agreement.

6.5. All payments under the Campaign shall be subject to verification, applicable adjustments, and the Company's standard payment procedures.

7. Activity Requirements and Forfeiture

7.1. In order to qualify for payment of the Deferred Amount, the Partner must remain active during each of the fourth (4th), fifth (5th), and sixth (6th) Campaign Months.

7.2. For the purposes of the Campaign, a Partner shall be considered active in a particular Campaign Month if they introduce at least five (5) new Clients who complete a valid first-time deposit (hereinafter "FTDs") during that Campaign Month.

7.3. The minimum requirement of five (5) FTDs shall apply separately to each of Campaign Months 4, 5, and 6. FTDs generated during one Campaign Month shall not be carried forward or counted towards another Campaign Month.

7.4. If the Partner fails to satisfy the minimum activity requirement in any one of Campaign Months 4, 5, or 6, the entire Deferred Amount accumulated during the Campaign shall be forfeited, and the Partner shall not be entitled to receive any part thereof.

7.5. If the Partner voluntarily withdraws from the Campaign, ceases to be a PrimeXBT Partner, or is disqualified or individually terminated from participation before the Deferred Amount becomes payable, the entire unpaid Deferred Amount shall be forfeited.

7.6. The Company shall determine the validity of FTDs and the Partner's compliance with the activity requirements based on its official records and verification procedures.

8. Conditions of Participation and Disqualification

8.1. Partners must:

8.1.1. comply with these Campaign Terms, the Partner Agreement, and all applicable Company policies;

8.1.2. provide accurate, complete, and up-to-date information when requested by the Company;

8.1.3. conduct their activities in accordance with applicable laws and regulations; and

8.1.4. refrain from engaging in any activity intended to manipulate Campaign results, eligibility, or payments.

8.2. Prohibited conduct includes, without limitation:

8.2.1. providing false, misleading, incomplete, or fraudulent information or documentation;

8.2.2. multiple-account abuse, duplicate registrations, or the use of accounts belonging to another person;

8.2.3. artificial generation of revenue, deposits, or FTDs;

8.2.4. manipulating or attempting to manipulate referral attribution, Campaign eligibility, or payment calculations;

8.2.5. collusion, fraudulent referrals, or other abusive practices;

8.2.6. breaching any restriction or prohibition contained in the Partner Agreement or applicable Company policies; or

8.2.7. any other abusive, manipulative, fraudulent, deceptive, or prohibited conduct, as determined in the Partners Agreement and or the Company's policies.

8.3. The Company reserves the right, at its sole discretion, to review any Partner's account, referral activity, Campaign eligibility, supporting documentation, and revenue calculations.

8.4. Where the Company reasonably suspects a breach, abuse, manipulation, fraud, or other prohibited conduct, it may, without prior notice:

8.4.1. decline, reject, suspend, or revoke the Partner's eligibility or participation;

8.4.2. withhold, suspend, cancel, adjust, or recover any commissions, fees, or other payments, including the standard Revenue Share, Additional Revenue Share, and Deferred Amount;

8.4.3. disqualify the Partner from the Campaign;

8.4.4. restrict, suspend, or terminate the Partner's account in accordance with the Partner Agreement; and/or

8.4.5. take any other action permitted under the Partner Agreement or applicable law.

9. Modification, Suspension, and Termination

9.1. The Company reserves the right, at its sole discretion, to modify, amend, extend, shorten, suspend, or terminate the Campaign, its eligibility conditions, benefits, payment arrangements, or these Campaign Terms at any time without providing any reason or prior notice, subject to applicable law.

9.2. The Company reserves the right, at its sole discretion, to immediately suspend, disqualify, or terminate a Partner's participation in the Campaign, without prior notice, where the Partner fails to meet the applicable eligibility requirements, engages in fraudulent, abusive, manipulative, or otherwise prohibited conduct, or breaches these Campaign Terms, the Agreement, or applicable Company policies.

9.3. Where the Company reasonably suspects any breach or prohibited conduct referred to in Clause 9.2, it reserves the right, at its sole discretion and without prior notice, to suspend or withhold any payments due to the Partner, including the standard Revenue Share, the Additional Revenue Share, and the Deferred Amount, pending investigation. Where such breach or prohibited conduct is established, the Company may cancel, forfeit, adjust, or recover any commissions, fees, or other payments.

9.4. Any unpaid Deferred Amount shall remain subject to the conditions and forfeiture provisions specified in Clause 7.

10. Liability

10.1. To the maximum extent permitted by applicable law, the Company shall not be liable for any loss, cost, expense, damage, or claim arising out of or in connection with participation in the Campaign, including but not limited to:

10.1.1. loss of profit, revenue, anticipated commission, or business opportunity;

10.1.2. system failures, technical errors, interruptions, delays, or inaccuracies affecting registrations, referrals, calculations, or payments;

10.1.3. any failure by the Partner to meet the Campaign's eligibility or activity requirements;

10.1.4. the withholding or forfeiture of any Deferred Amount in accordance with these Campaign Terms; or

10.1.5. any modification, suspension, or termination of the Campaign in accordance with these Campaign Terms.

10.2. The Partner agrees to indemnify and hold the Company harmless from any claims, liabilities, losses, or expenses arising from the Partner's breach of these Campaign Terms, the Partner Agreement, or applicable law.

11. Personal Data

11.1. By participating in the Campaign, Partners acknowledge that the Company may process their personal data in accordance with its applicable Privacy Policy.

11.2. Personal data may be processed for the administration of the Campaign, verification of eligibility, calculation and payment of Revenue Share, prevention of fraud and abuse, compliance purposes, and record-keeping.

12. Final Provisions

12.1. Any matter not expressly covered by these Campaign Terms shall be determined by the Company in the manner it considers fair and reasonable, taking into account the Partner Agreement, the purpose of the Campaign, and applicable law.

12.2. If any provision of these Campaign Terms is deemed invalid, unlawful, or unenforceable, that provision shall be severed or limited to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

12.3. The Company's failure or delay in exercising any right under these Campaign Terms shall not constitute a waiver of that right.

12.4. In the event of any discrepancy between translations of these Campaign Terms, the English-language version shall prevail.

12.5. These Campaign Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the governing-law provisions of the applicable Partner Agreement.

12.6. Any legal proceedings or disputes arising out of or in connection with these Campaign Terms shall be resolved in accordance with the dispute-resolution provisions of the applicable Partner Agreement.