

# -Rise

## Refer A Friend Agreement

INGOT SC LTD is the owner of the trademarks 'INGOT' and 'Rise'. On its websites, marketing materials, agreements and legal documents, INGOT SC LTD may be referred to interchangeably as "INGOT" or "Rise"

## REFER-A-FRIEND AGREEMENT

This Refer-A-Friend Agreement (the “**Agreement**”), including its appendices, is made and entered into as of **the Effective Date**, by and between:

**INGOT SC Ltd.**, a company duly incorporated and existing under the laws of Seychelles with registration number “8431005-1” and with its principal office at Unit 3, 2nd Floor, Dekk Complex, Plaisance, Mahe, Seychelles

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and

**Referrer:** a natural person who participates in the Refer-A-Friend program by introducing potential clients to INGOT using their unique Referral Link, in accordance with the terms and conditions of the Refer-A-Friend Agreement. (hereinafter the “**Referrer**”).

Collectively, INGOT and the Referrer shall be referred to herein as the “**Parties**” or individually as a “**Party.**”

**WHEREAS**, INGOT is a financial services provider that operates an online trading platform and is a CFDs broker operating in the forex markets, offering trading services across a wide array of financial instruments including stocks, commodities, indices, ETFs, and currencies. Licensed by Financial Service Authority “FSA” as a Securities Dealer under no. “SD117”, INGOT ensures compliance with all applicable regulatory standards and provides a secure and reliable trading environment; and

**WHEREAS**, the Referrer is an active client under INGOT and possesses valuable connections with friends and acquaintances and agrees to refer prospective clients to the Company in return for compensation; and

**WHEREAS**, the INGOT is committed to expanding its client base through effective referral initiatives.

**NOW, THEREFORE, INGOT engages the Referrer to promote its Trading Platform and services in compliance with this Agreement and applicable industry standards.**

### **Clause 1. DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings specified below:

1. **"Effective Date"** shall mean the date upon which this Agreement becomes legally binding and enforceable upon the Referrer, specifically the date the Referrer clicks on the "I Agree" or "I Approve" checkbox, thereby electronically accepting the terms and conditions herein. This date shall be automatically recorded by INGOT's electronic system at the exact moment of acceptance and shall be conclusively determined and provided by INGOT. The Effective Date, as recorded and presented by INGOT, shall be final, binding, and not subject to appeal, dispute, or reconsideration by the Referrer.
2. **"Confidential Information"** includes all non-public information disclosed by one Party to the other, whether oral, written, electronic, or otherwise, including but not limited to the existence of this agreement, its terms and execution, business strategies, operational methodologies, marketing plans, technical data, financial information, and proprietary software. Confidential Information does not include information which:
  - i. is or becomes publicly available through no breach of this Agreement;
  - ii. was in the receiving Party's lawful possession prior to receipt from the disclosing Party; or
  - iii. is received by the receiving Party from a third party without breach of any obligation of confidentiality.
3. **"Intellectual Property Rights"** encompass all rights associated with copyrights, trademarks, patents, trade secrets, know-how, and any other proprietary rights, whether registered or unregistered, that may exist in connection with the Trading Platform, INGOT Brands, and all related creative materials.
4. **"Non-Qualified Referrals"** is any Referred Clients by the Referrer through the Program that INGOT, in its sole discretion, determines to be fraudulent, illegitimate, or otherwise non-compliant with the terms of this Agreement. This may include those that are derived from misleading practices, automated systems, or any other methods that do not produce genuine Referred Clients.
5. **"Refer-A-Friend Program" or "Program"** is a promotional initiative whereby existing INGOT clients refer new prospective clients via designated Referral Links, with

meeting specified eligibility and performance criteria to earn Referral Rewards under this Agreement.

6. **“Referral Links”** are the unique URLs generated by INGOT and provided to the Referrer to tracking of Referred Clients. These links must be used as prescribed and must not be modified or tampered with. The use of the Referral Links is mandatory for qualifying referrals.
7. **“Referred Client”** is a new client who successfully registers, deposits, and trades via the Referrer’s unique referral link.
8. **“Referral Link(s)”** are the unique URLs generated by INGOT through a third party and provided to the Referrer for tracking and identifying of traffic, registration, and client actions
9. **“Referral Reward”** refers to a fixed compensation or trading credit bonus issued to the Referrer upon successful referral.
10. **“Territory”** means the geographical areas or regions approved in writing by INGOT where the Referrer is authorized to execute the terms of this Agreement. The list of approved territories may be amended by INGOT from time to time.
11. **“Trading Platform(s)”** means the online platform(s) operated by INGOT that provide trading services, including all enhancements, updates, or modifications thereto.
12. **“Account”** refers to either a demo or live trading account established with INGOT on behalf of the client. This account permits the client to access the Trading Platform, conduct deposits and withdrawals, and enables tracking and analysis of trading activities. Each Account is subject to the terms and conditions as prescribed by INGOT’s operational guidelines.

## **Clause 2. ELIGIBILITY REQUIREMENTS**

1. The Referred Client must:
  - Not be a family member or spouse of the Referrer.
  - Have an active real trading account with INGOT and remain active throughout the term of this Agreement.
  - Be a resident of the Territory;

- Be in compliance with INGOT policies;
- refer new clients who have never previously held an Account; and
- Ensure that the Referred Client registers using the Referral Links.
- Make a minimum deposit following the Program's;
- Execute at least five (5) trades in the real trading account, each with a notional value of 1M and remaining open for more than two (2) minutes.; and

**2. A Referred Client must:**

- Be a new user of INGOT;
- Be a resident in the Territory;
- Register and complete identity verification (KYC) within 10 business days as of creating the Account;
- Make a minimum deposit (as specified in the Program by INGOT);
- Execute at least one live trade before the Referrer qualifies for a reward; and
- Execute at least five (5) trades in the real trading account, each with a notional value of 1M and remaining open for more than two (2) minutes.

**3. Family Members are excluded from eligibility as Referred Clients.**

**Clause 3. Promotion Compatibility and Participation Restrictions**

This Program is available in conjunction with any other promotions offered by INGOT. Notwithstanding the foregoing, affiliates or introducing brokers are not eligible to participate in this Program.

**Clause 4. COMPENSATION & PAYMENT TERMS**

**1. Referral Rewards**

- (a) The Referrer will receive a fixed bonus of USD fifty (50) for each Referred Client within the Territory .

- (b) Referral Rewards cannot be withdrawn immediately if given as trading credit; they must meet the required trading volume before withdrawal.

## **2. Payment Process**

- (a) Referral Reward will be deposited to Your Account monthly at the second day of each calendar month. If the second day of the month falls on a weekend, the deposit will be moved to the subsequent business day. Once the Referral Reward is deposited, You will be able to withdraw it. The withdrawal method shall be the same as the method of Your deposit.
- (b) INOGT will not charge any fees for the withdrawal of Referral Rewards. However, any fees imposed by external payment processing services shall be solely the responsibility of the Referrer and are not attributable to INGOT.
- (c) All Referral Rewards are subject to verification and compliance checks.
- (d) INGOT reserves the right to withhold payments if the referral is found to be non-compliant.

## **3. Referral Reward Limits:** A Referrer may refer up to five Referred Clients.

## **4. Taxes and Deductions**

- (a) Each Party shall be responsible for its own tax liabilities arising from this Agreement.
- (b) INGOT may withhold applicable taxes or deductions as required by law.
- (c) The Referrer must ensure that it complies with all local tax regulations and is responsible for reporting any received payments.

## **5. Acceptance of Referral Rewards and Fee Settlement**

- (a) Upon receiving payment, the Referrer acknowledges full and final settlement of that period's Referral Rewards.
- (b) If the Referrer disagrees with any Referral Rewards amount, they must notify INGOT within ten (10) days of receiving payment. Failure to do so shall constitute acceptance of the reported fees.

(c) INGOT may, at its sole discretion, revise, modify, or adjust the payment structure based on the Referrer's performance and compliance.

6. INGOT may, in its sole discretion, appoint any of its affiliates, subsidiaries or holding companies (each a "Designated Processor") to process any or all payments due under this Agreement. INGOT shall notify the Referrer of the identity of the applicable Designated Processor. Any payment processed by a Designated Processor in accordance with this clause shall fully satisfy INGOT's payment obligations hereunder.
7. **REFERRER WAIVES ANY CLAIM AGAINST INGOT REGARDING THESE ACTIONS AND PROVISIONS UNDER THIS CLAUSE.**
8. **IN THE EVENT OF DISPUTES, INGOT'S RECORDS SHALL BE DEEMED FINAL AND BINDING, UNLESS THE REFERRER PROVIDES VERIFIABLE PROOF TO THE CONTRARY.**

**Clause 5. FRAUD PREVENTION & VERIFICATION**

1. INGOT reserves the right to audit all referral activity and withhold rewards if fraudulent activity is suspected.
2. INGOT may suspend or terminate the Referrer's participation if:
  - (a) A pattern of fake or fraudulent referrals is detected.
  - (b) The Referrer is found violating the prohibited activities.
  - (c) The Referrer's Account is suspended for compliance reasons.
  - (d) INGOT's decision on referral validity is final and binding.
3. Then INGOT in such events, or in the event of any breach of this Agreement, at its sole discretion may take one or more of the following actions:
  - Recalculate commissions and apply deductions future payments or issue a chargeback for prior payouts
  - Terminate the Referral Links
  - Retroactively adjust the compensation structure if needed.

## **Clause 6. REPRESENTATIONS AND WARRANTIES**

**1. Representations and Warranties of the Referrer:** The Referrer hereby represents, warrants, and covenants that:

- (e) It has full legal capacity, corporate authority, and power to enter into this Agreement, and its performance does not violate any contractual or legal obligations.
- (f) It will perform all obligations under this Agreement in strict compliance with all applicable laws, regulations, and guidelines.
- (g) Its activities will be conducted in a professional, ethical, and lawful manner, without resorting to deceptive, misleading, or fraudulent practices.
- (h) It shall maintain and enforce appropriate policies to prevent Non-Qualified Traffic and shall not use any automated means, including bots or click farms, to generate Referred Clients.
- (i) All advertising materials and communications disseminated by the Referrer will be accurate and will not infringe on any third-party rights.

**2. Representations and Warranties of INGOT:** INGOT represents and warrants that:

- (a) It is duly incorporated and validly existing under the applicable laws and has the corporate authority to execute and deliver this Agreement.
- (b) It owns or is duly licensed to use all Intellectual Property Rights associated with and INGOT Brands.
- (c) This Agreement constitutes a valid and binding obligation on INGOT, enforceable in accordance with its terms.

## **Clause 7. PROHIBITED ACTIVITIES**

**1.** The following activities are strictly prohibited, and violations may result in immediate disqualification, Account suspension, and/ or immediate Agreement terminations:

- (a) Self-referrals (creating fake Accounts or referring oneself).
- (b) Incentivizing referrals beyond the official INGOT bonus (i.e. offering personal cash rewards).

- (c) Misleading the public (false promises about INGOT's services).
- (d) Mass email spamming or posting Referral Links on unauthorized sites (i.e. adult, gambling, or illegal content platforms).
- (e) Referring individuals from restricted jurisdictions where INGOT does not accept Clients or not within the Territory.

**Clause 8. INDEMNIFICATION**

The Referrer shall indemnify, defend, and hold harmless INGOT, its Referrers, subsidiaries, parent company, their directors, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney fees) arising out of or related to:

- (a) Any breach by the Referrer of its representations, warranties, or obligations under this Agreement;
- (b) Any negligent, fraudulent, or unlawful conduct by the Referrer in connection with its marketing and promotional activities; or
- (c) Any claim by a third party that any advertising material or promotional activity infringes upon or misappropriates any intellectual property rights or other rights of such third party.

**Clause 9. TERM, TERMINATION, AND SURVIVAL**

- 1. Term:** This Agreement shall commence on the Effective Date and continue in full force and effect until terminated by either Party as provided herein ("Term").
- 2. Termination:** INGOT may modify, amend, or terminate this Agreement at any time without prior notice.
- 3. Effects of Termination:** Upon termination or expiration of this Agreement:
  - (a) The Referrer shall immediately cease all activities related to INGOT and discontinue use of all INGOT Intellectual Property.
  - (b) All confidential and proprietary information shall be returned to the disclosing Party or, if so directed, destroyed, with a written certification of such destruction provided to INGOT.

(c) The Referrer shall be entitled to receive compensation for Referred Clients generated prior to the effective date of termination, subject to the terms of this Agreement.

**4. Survival:** Any provision of this Agreement which by its nature is intended to survive termination shall remain in full force and effect after termination or expiration of this Agreement.

## **Clause 10. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

### **1. Ownership of Intellectual Property**

(a) INGOT retains full ownership and exclusive rights over all intellectual property, including but not limited to:

- Trademarks, logos, and brand names.
- Proprietary software and Trading Platform technology.
- Marketing and promotional materials.
- Any other INGOT -owned or licensed content used in the course of this Agreement.

(b) The Referrer is granted a limited, non-exclusive, revocable, and non-transferable license to use INGOT's intellectual property strictly for the purpose of performing this Agreement. This license is subject to the provisions set forth herein and may be revoked by INGOT at any time.

(c) Except as expressly permitted in this Agreement , the Referrer shall not:

- Modify, distort, or create derivative works of INGOT's branding.
- Register any domain names, social media accounts, or email addresses that resemble INGOT's branding.
- Use INGOT's trademarks in unauthorized promotions, deceptive marketing, or misleading advertisements.
- Incorporate INGOT's trademarks or related intellectual property (including any associated IP addresses) as part of domain names or website names, or

employ them in keyword bidding (e.g., via Google Ads, Bing Ads, or similar programs) if such use directs traffic to the INGOT website or related assets.

(d) The Referrer acknowledges and agrees that:

- All Referred Clients names are the exclusive property of INGOT and shall be considered Confidential Information.
- The Referrer has no rights, ownership, or usage rights over the Referred Clients names beyond what is necessary for fulfilling its obligations under this Agreement.
- The Referrer shall not retain, copy, distribute, sell, or use Referred Clients names for any other business purposes beyond its obligations to INGOT.

(e) Upon termination of this Agreement, the Referrer must delete and permanently destroy all Referred Clients names in its possession and provide a written certification of such deletion upon request.

## **2. Legal Remedies and Consequences of Non-Compliance**

(a) If the Referrer violates this clause, INGOT may, at its sole discretion:

- Immediately terminate the Agreement and disable all Referral Links.
- Withhold any outstanding payments due to the Referrer.
- Seek injunctive relief to stop any unauthorized use of INGOT's intellectual property.
- Pursue legal damages and compensation for any brand or reputational harm.

(b) If the Referrer continues unauthorized use of INGOT's branding after termination, INGOT reserves the right to escalate enforcement through legal proceedings.

## **3. Confidentiality Obligations**

(a) The Referrer agrees to treat all INGOT's **Confidential Information** as strictly confidential and shall not disclose, use, or reproduce such information except as necessary for performing this Agreement.

(b) Confidential Information includes, but is not limited to:

- Client acquisition and marketing plans.
  - Any proprietary software, business operations, and systems.
- (c) Upon termination or expiration of this Agreement, the Referrer must return or destroy all confidential materials received from INGOT.

#### **4. Publicity and Use of Name**

- (a) INGOT reserves the right to refer to the existence of this Agreement in its marketing or promotional materials, provided that no Confidential Information or proprietary details of the Referrer are disclosed.
- (b) Any press releases or public statements regarding this Agreement by the Referrer shall be submitted to and approved by INGOT in advance of dissemination.

### **Clause 11. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

#### **1. Disclaimer of Warranties**

- (a) INGOT provides its services on an “as is” and “as available” basis.
- (b) INGOT expressly disclaims all warranties, whether express, implied, or statutory, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- (c) INGOT does not warrant that its services will be uninterrupted, error-free, or secure.
- (d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### **2. Limitation of Liability**

- (a) In no event shall INGOT, its Referrers, subsidiaries, parent company, their directors, officers, employees, or agents be liable for any indirect, incidental, consequential, punitive, or special damages arising out of or in connection with

this Agreement, regardless of the form of action and even if INGOT has been advised of the possibility of such damages.

- (b) The total aggregate liability of INGOT under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by INGOT to the Referrer during the six (6) months immediately preceding the event giving rise to the claim, provided that such claim has been rendered irrevocable by a final court decision.
- (c) Any claim arising out of this Agreement must be brought within twelve (12) months of the date the cause of action accrued.
- (d) The Referrer expressly waives any rights to seek injunctive relief or pursue judicial remedies with respect to disputes arising from or related to this Agreement and Program.
- (e) In addition, INGOT shall not be liable for the non-execution of Reward payments due to technical issues, malfunctions, or circumstances beyond its reasonable control.

## **Clause 12. MISCELLANEOUS PROVISIONS**

- 1. Entire Agreement:** This Agreement, including all appendices, exhibits, and any subsequent amendments, constitutes the entire understanding between the Parties regarding the Refer-A-Friend Program. This Agreement is limited solely to the terms, conditions, and incentives related to the Refer-A-Friend Program and is intended to supplement, and not replace or supersede, any other legal agreements between the Parties, including the Client Agreement and any other governing legal documents. In the event of any conflict between the terms of this Agreement and those of the Client Agreement or any other preexisting document, the terms applicable to the Refer-A-Friend Program as set forth herein shall apply exclusively for matters relating to that Program, while all other provisions of the Client Agreement or relevant documents shall remain in full force and effect.
- 2. Interpretation:** In this Agreement, (a) words importing the singular shall include the plural and vice versa; (b) any reference to one gender shall include all genders, unless the context clearly indicates otherwise; (c) the word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless otherwise stated; (d) the word “or” shall not be exclusive; and (f) unless otherwise specified in a particular case, the word “days” refers to calendar days.

- 3. Reserved Rights:** Any rights not explicitly granted to the Referrer remain with INGOT.
- 4. Independent Contractor:** The Parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, or employment relationship. Neither Party may bind the other, and each is solely responsible for its own taxes, insurance, and employee obligations.
- 5. Force Majeure:** Neither Party shall be held liable for any delay or failure to perform its obligations under this Agreement due to any cause or condition beyond its reasonable control (including but not limited to natural disasters, acts of terrorism, labor disputes, or governmental actions). In the event of a force majeure, the affected Party shall promptly notify the other Party and shall resume performance as soon as reasonably practicable.
- 6. Waiver and Severability**
  - (a) No waiver by either Party of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision.
  - (b) Should any provision of this Agreement be held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 7. Assignment:** The Referrer may not assign, delegate, or transfer any rights or obligations under this Agreement without the prior written consent of INGOT, except to a successor entity in connection with a merger or sale of substantially all of its assets. INGOT may assign this Agreement without restriction.
- 8. Amendments:** Amendments: Any amendment or modification to this Agreement can be conducted at INGOT's sole discretion and shall be effected upon thirty (30) days written notice to the Referrer.

### **Clause 13. NOTICES**

All notices or communications required or permitted under this Agreement shall be in writing and addressed to the addresses provided above or to such other address as may be notified in writing and deemed duly given:

- i. if delivered by hand, on the date of delivery;
- ii. if sent by a recognized express courier, on the next business day after dispatch;

- iii. if sent by email, on the following business day as the email is sent, provided that a confirmation of delivery is obtained.

**Clause 14. GOVERNING LAW AND DISPUTE RESOLUTION**

1. This Agreement shall be governed by and construed in accordance with the laws of Seychelles.
2. In the event of any dispute or claim arising out of or relating to this Agreement, the Parties shall first attempt in good faith to resolve the dispute amicably through negotiation.
3. If the dispute cannot be resolved through negotiation within 30 days after written notice of the dispute by either Party, the dispute shall be submitted to the civil competent courts of [Seychelles].
4. Interim Relief: Notwithstanding the foregoing, either Party may seek interim or provisional relief from a court of competent jurisdiction to preserve its rights or property pending the final outcome of the dispute.

**Clause 15. EXECUTION**

1. any deletion, erasure, alteration, or addition to this Agreement shall be null and void, unless confirmed in writing by INGOT.
2. The Parties agree that checking the “I AGREE” or “I APPROVE” box in the online interface, or otherwise affixing an electronic signature, shall constitute valid and binding execution of this Agreement, having the same legal effect as a handwritten signature.
3. This Agreement may be executed, delivered, and retained by electronic means (including e-mail, PDF, or other digital transmission), and any electronic copy of an executed counterpart shall be deemed an original for all purposes.

**Based on the foregoing, this Agreement is entered into electronically by clicking “I AGREE”/ “I APPROVE” whereby the Referrer, with full free will and legal capacity, acknowledges and agrees to be bound by all terms and conditions herein.**