PRIME DESK

MULTI-ASSET INSTITUTIONAL-GRADE BROKERAGE

Introducing Broker Agreement

Terms Governing the Relationship Between
Prime Desk Ltd. and its Introducing Brokers

Company Registration Number 2026-00429
Saint Lucia International Business Company
Version 1.0 · Reference PD·LEG·14

1 — The Parties

The Company	Prime Desk Ltd., registration number 2026-00429, Top Floor, Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia LC01 401.
The Introducing Broker	Name: ______________________________ Registration or ID number: ______________ Address: ______________________________ Email: ______________
Effective date	______________

2 — Appointment

The Company appoints the Introducing Broker ("IB") on a non-exclusive basis to introduce prospective clients to the Company. The IB accepts the appointment on the terms of this Agreement and undertakes to comply with it, with the Client Agreement, and with every policy published at www.prime-desk.com.

3 — Status of the IB

THE LIMITS OF THE ROLE — READ FIRST

The IB is an **independent contractor**. The IB is not an agent, employee, representative, or partner of the Company, has no authority to bind the Company or to make any representation on its behalf, and must not describe itself as any of those things.

The IB introduces. It does nothing else.

3.1 The IB Must Not

a) Give investment advice, make recommendations, or suggest what, when, or how much a client should trade.

b) Promise, forecast, imply, or suggest any profit, return, percentage, or outcome, in any language or format.

c) Trade on a client's account, hold a client's credentials, or place, modify, or close an order for a client.

d) Receive, hold, or transmit client funds. All funding is made by the client directly to the Company.

e) Manage client money, operate a pooled or managed account, or accept a power of attorney over a client account.

f) Apply pressure to deposit, encourage borrowing, or use urgency or scarcity devices.

g) Misrepresent the Company's regulatory standing, or imply protections that do not exist.

h) Use the Company's name, mark, or material without prior written approval.

i) Offer a client a rebate, inducement, or side arrangement not approved in writing by the Company.

4 — Obligations of the IB

a) To present the Company accurately, and to direct every question about terms, execution, or funds to the Company.

b) To ensure that every prospective client is directed to the Risk Disclosure and Client Agreement before opening an account.

c) To accompany every commercial communication with the Company's approved risk warning, in the language of delivery.

d) To introduce only persons eligible under the Client Agreement, and not residents of restricted jurisdictions — currently the United States, Türkiye, the United Arab Emirates, India, and Saint Lucia.

e) To complete the Company's own due diligence on the IB, and to provide updated documentation on request.

f) To comply with all laws applicable to it, including any local licensing or registration requirement for its activity.

g) To notify the Company immediately of any complaint, regulatory contact, or allegation concerning its activity.

5 — Marketing and Approvals

All marketing material referring to the Company — including websites, social media, video, messaging groups, seminars, and printed material — requires the Company's prior written approval before publication. Approval is required separately for each language of delivery: approval of an English original does not constitute approval of an Arabic or Kurdish version.

The Company may withdraw approval at any time and require material to be removed. The IB must comply within twenty-four (24) hours of notice.

6 — Client Data

What the IB receives	Aggregate volume and status information for the accounts it has introduced, sufficient to verify the commission payable.
What the IB never receives	Client identity documents, balances, open positions, payment details, or contact information beyond that which the client gave the IB directly.
Data protection	The IB must handle any personal data it obtains in accordance with the Privacy Policy and applicable law, must not sell or share it, and must return or delete it on termination.
Confidentiality	Commercial terms, client information, and Company systems are confidential and remain so for five (5) years after termination, and indefinitely for client personal data.

7 — Remuneration

7.1 Structure

MODEL	BASIS
Rebate	A fixed amount per standard lot traded by introduced clients, at the rate in the Schedule.
Revenue share	A percentage of the net revenue generated by introduced clients, at the rate in the Schedule.
CPA	A single fixed payment per qualified funded client meeting the criteria in the Schedule.
Sub-IB	Where approved in writing, a further level payable on the volume of the IB's own approved sub-IBs.

7.2 Schedule

Model applied	______________________
Rate	______________________
Qualifying criteria	______________________
Payment currency	USD

7.3 Calculation and Payment

a) Commission accrues on **closed** trades only, calculated from the Company's own CRM and platform records, which are the definitive record.

b) Commission is calculated monthly and paid within fifteen (15) business days of the month end, subject to a minimum payable balance of USD 100.

c) Volume arising from arbitrage, abusive trading, promotion abuse, or any trade voided or reversed by the Company or a liquidity provider is excluded.

d) Where a deposit is charged back or reversed, commission already paid on that client's volume is deducted from the next payment or is recoverable.

e) The IB is provided with a monthly statement showing volume, rate applied, and amount due.

f) Taxes arising on the IB's remuneration are the IB's own responsibility.

8 — Self-Introduction

The IB may not open a client account for itself, a family member, an employee, or a person under its control, and claim commission on that account's volume, without the Company's prior written approval.

9 — Client Ownership

Every introduced client is a client of the Company. The client relationship, the client agreement, and the client's funds are between the client and the Company. The IB acquires no right in or over an introduced client, and may not transfer an introduced client to another broker or hold out that it may do so.

10 — Term and Termination

Term	Continues until terminated under this Section.
By either party	On thirty (30) days' written notice.
Immediately by the Company	On breach of Section 3, 4, or 5; on any conduct that brings the Company into disrepute; on a regulatory or law-enforcement matter concerning the IB; or on discovery that information provided by the IB was false.
Effect	The IB ceases all use of the Company's name and material, and introduces no further clients. Commission accrued on closed trades up to the termination date remains payable in the ordinary cycle. No commission accrues on volume after that date. Introduced clients remain clients of the Company.
Withholding	Where termination follows a breach, the Company may withhold and set off unpaid commission against loss caused by the breach.

11 — Monitoring and Breach

The Company monitors IB conduct through complaint themes, client correspondence, and review of published material. A breach may result in suspension, withholding of commission, removal of material, and termination. The Company may notify an introduced client where the IB's conduct has affected them.

12 — Liability and Indemnity

The IB indemnifies the Company against any claim, loss, cost, or liability arising from the IB's breach of this Agreement, from any representation made by the IB that is not contained in the Company's published material, or from the IB's failure to comply with a law applicable to it. The Company's liability to the IB is limited to unpaid commission properly accrued.

13 — General

This Agreement, the Schedule, and the Company's published policies constitute the entire agreement between the parties. It may not be assigned by the IB. It is governed by the laws of Saint Lucia; disputes are resolved by negotiation followed by binding arbitration seated in the Republic of Iraq or in Saint Lucia as agreed, and failing agreement, in Saint Lucia, in English. The Company may amend on thirty (30) days' notice.

14 — Execution

FOR PRIME DESK LTD.	THE INTRODUCING BROKER
______________________________	______________________________
Name & Title	**Name & Title**
Prime Desk Ltd.	Introducing Broker
Date: ______________________	Date: ______________________