

PARTNERSHIP AGREEMENT

THE ADAMIS PRINCIPLE

CONTACT DETAILS

Company Name: _____

Main Contact Name: _____

Main Contact Email: _____

Additional Contact Name(s): _____

Address: _____

Phone No.: _____

Mobile No.: _____

BANK DETAILS

FOR COMMISSION PAYOUT IN UK

Bank / Building Society: _____

Account Name: _____

Account No.: _____

Sort Code: _____

FOR COMMISSION PAYOUT IN EUROPE

Bank: _____

Bank Address: _____

IBAN: _____

SWIFT: _____

I, _____ hereby warrant that I have read, understood accepted and signed the Terms & Conditions of this agreement (as set out on pages 2 to 5 inclusive of this document.)

Signature: _____ Date: _____

Position: _____





ADAMIS PRINCIPLE INTRODUCERS TERMS AND CONDITIONS

1. Introduction of business
 - 1.1. The Introducer agrees to refer to Adamis Principle Limited (hereinafter referred to as "APL") on an Exclusive basis, clients that may require a service that APL offers
 - 1.2. The Introducer agrees that, when they introduce a client to APL, the Introducer will obtain and provide to APL such information relating to their client(s) identity, purpose or any other information as APL may reasonably require.
 - 1.3. The Introducer will ensure that their client(s) understand that they are being referred to APL and consent to the referral.
 - 1.4. The contract between the Introducer and APL shall only commence upon APL providing the Introducer with written confirmation that it has accepted a referral made by the Introducer.
 - 1.5. APL may, at its absolute discretion, refuse to accept any client that the Introducer may refer without giving any reason for its refusal or being liable to the Introducer for any loss whatsoever that the Introducer may suffer as a result.
 - 1.6. APL may also, at its absolute discretion and without giving any reason, after acceptance of any client referred by the Introducer and accepted as a client of APL, refuse to undertake any service requested of it by or on behalf of that client.
2. Commission
 - 2.1. APL shall pay the Introducer a commission of 20 per cent of gross profit that APL makes from contracts with clients referred by them, unless this agreement has since been terminated, provided that any client referred has not at any time been a client of APL.
 - 2.2. All commission payments will be made in sterling unless otherwise agreed in writing by a Director of APL,
 - 2.3. Prices in this agreement are ex-VAT.
 - 2.4. APL will pay commission to the Introducer within 10 working days of the beginning of the month following the date on which APL receives cleared funds in its account in respect of each client transaction. Payments shall be made to the account specified by the Introducer.
 - 2.5. In the event of any dispute as to the amounts paid or payable to the Introducer, the decision of APL shall be final and binding within the terms of the contract.
3. Warranties and undertakings
 - 3.1. The Introducer warrants and agrees that:
 - (a) in entering this agreement, the Introducer is not nor will be in breach of any law in any applicable jurisdiction or of any obligation that they have or may have to any third party;
 - (b) once an introduced client has been accepted by APL as a client, the Introducer will at no time attempt to act as an agent or intermediary between APL and the client.





(d) they will immediately notify APL of any information that they become aware of that might be reasonably expected to affect APL's decision to continue business with any client introduced by the Introducer; they will not do or refrain from doing anything that would expose APL to any liability;

(f) they will at no time reveal any information relating to APL or this agreement without the prior written approval of one of its directors.

4. Authority

4.1. The Introducer hereby agrees and accepts that:

- (a) they have no authority to act on behalf of APL in any capacity beyond introducing clients to it and they specifically agree that they have no authority to agree commissions or rates with any existing or prospective client of APL's;
- (b) they shall not hold themselves out as being associated with APL in any way other than as a (prospective) introducer ;
- (c) this agreement is in no way a partnership or agency agreement and that it is for no reason or purpose whatsoever to be construed as such.

5. Confidentiality

Neither the Introducer nor APL will at any time, unless or until required to do so by law, in any way or to any one, divulge any confidential information concerning the other.

6. Indemnity

- 6.1. The Introducer agrees to indemnify APL against all liabilities, losses, claims, costs and expenses that it may incur in connection with any breach or non-compliance by themselves with any clause of this agreement and/or any willful default, negligence or fraud on their part or any other omission or act in excess of the authority conferred upon them by this agreement,
- 6.2. Nothing in this agreement shall restrict any rights or remedies available to APL against the Introducer or any of their clients.

7. Termination

- 1. Either APL or the Introducer may terminate this agreement by giving three months' notice in writing to the other party that one intends to do so, in which event this agreement will terminate at the expiry of that period of notice.
- 2. Further, APL may terminate this agreement if:
 - (a) the Introducer is in breach of any of the Terms and Conditions of this agreement; or
 - (b) except for the purposes of a solvent amalgamation or reconstruction, they become unable to pay their debts as they fall due or insolvent or they have an administrative or other receiver, manager, trustee, liquidator, administrator or other similar official appointed in relation to their affairs or assets in whole or in part or they propose any composition or arrangement with their creditors for the payment of their debts; or
 - (c) in continuing conducting business with the Introducer would expose it to any liability.
- 3. Yet further, APL may terminate this agreement forthwith if it is required to do so on the instruction of any law enforcement agency or regulatory body.





4. In the event of termination of this agreement by either party:
 - (a) APL reserves the right, at its absolute discretion, to cease or to continue dealing with any client referred to it pursuant to this agreement;
 - (b) any entitlement you may have to receive commissions in accordance with clause 2 shall terminate forthwith.
8. Supply of Marketing Material
 - 8.1. APL may, from time to time and at its absolute discretion, provide the Introducer with marketing material. In the event that APL does so supply marketing material, the Introducer agrees that all and any marketing material supplied by APL:
 - (a) is and will at all times remain the sole property of APL and all rights to it are hereby reserved exclusively to APL;
 - (b) will be used only with the express consent in writing of APL and only for the purposes agreed in writing between the Introducer and APL;
 - 8.2. APL may at its absolute discretion at any time give written notice that its consent to the Introducer's continued use, whether previously approved or not, of any marketing material supplied is withdrawn and such notice will be effective immediately.
 - 8.3. APL in no way warrants or otherwise guarantees that any marketing material supplied to the Introducer will in any way improve, increase or generate business.
 - 8.4. In the event that the Introducer requires marketing materials additional to any initially provided by APL pursuant to clause 8.1 herein, APL hereby reserves the right to levy a fee for the provision of any such additional materials, which will be agreed with the Introducer in advance of the supply of additional materials and recorded in writing by APL
9. Other legal notices
 - 9.1. The termination of the agreement shall not terminate the Introducer's liability to indemnify APL pursuant to paragraph 6.
 - 9.2. Any person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
 - 9.3. APL may at any time amend these Terms and Conditions or any part of this agreement but it shall notify the Introducer should it do so. Any amendments that are so made shall apply from the date upon which notification of the amendment is sent to the Introducer to any contracts that they make with APL from that date.
 - 9.4. Should any of the Terms and Conditions of this agreement be deemed to be unenforceable or illegal, the remainder of the Terms and Conditions shall remain in full force and effect as if the unenforceable or illegal part had been removed.
 - 9.5. This agreement is personal to the Introducer and may not be transferred or assigned by the Introducer to anyone else.
 - 9.6. Should APL decide to waive or delay enforcement of any right that it may have under this agreement, this shall not prohibit it from enforcing that or any other right subsequently.





9.7. Should any of these Terms and Conditions be in conflict with any other documentation or information that has been provided to you in connection with any particular contract, then these Terms and Conditions shall have priority unless specifically agreed by APL in writing that such other documentation and information shall have priority in whole or in part.

9.8. This agreement supersedes all prior agreements, oral or written, between the parties to it and the Introducer shall not be entitled to rely on any oral or written representations made to them in respect of the subject matter of this agreement other than fraudulent misrepresentations. Furthermore, this agreement constitutes the entire agreement between the Introducer and APL.

10. Applicable Law

This agreement is governed by and to be interpreted in accordance with English law and any dispute regarding this agreement is to be determined by the exclusive jurisdiction of the English Courts.

11. Notices

Any notices served under this agreement shall be sent by post, fax or e-mail to the address or number as last notified by each of the parties to this agreement to the other. Notices so sent shall be deemed to have been delivered upon receipt.

12. Execution

This agreement shall not come into effect until the fulfilment of clause 1.4.

Signed: _____ Date: _____

Print: _____

(On behalf of the introducer)

Signed: _____ Date: _____

Print: _____

(On behalf of APL)

The Adamis Principle Ltd.

18th Floor, 100 Bishopsgate, London EC2M 1GT

Phone: +44 (0) 207 8460267

Email: accounts@adamisprinciple.com

Company Number: 10340930

