GOLD TRADING DESK / PARTNERSHIP OFFICE

INDIVIDUAL PARTNER

TERMS & CONDITIONS

The proposed binding agreement governing participation in the Gold Trading Desk Individual Partner Programme.

PUBLICATION	STATUS
Document code	GTD-IPP-TC-001
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Intended acceptance	Authenticated electronic acceptance

DO NOT ACTIVATE AS BINDING TERMS YET

Complete Schedule 1 with GTD's legal entity, registered address, governing law, dispute forum, notice address, privacy contact, payout method and tax particulars. Obtain jurisdiction-specific legal review before deploying electronic acceptance.

EST. EDUCATION · INTEGRITY · EVIDENCE · DISCIPLINE · CAPITAL PRESERVATION

DOCUMENT CONTROL

Status, hierarchy and completion gate

These Terms are drafted specifically for the implemented GTD Individual Partner Programme. They are operationally complete except for the legal and execution particulars identified in Schedule 1. Bracketed particulars must be completed; they are not optional drafting notes.

CONTROL	POSITION
Agreement	These Terms, the accepted Application, the Handbook, approved Brand Standards, Commission Policy, written campaign approvals, and applicable notices.
Hierarchy	These Terms prevail over the Handbook and operational guidance. A signed or formally issued special term prevails only to the extent of a stated conflict.
Acceptance evidence	Account ID, accepted version, timestamp, IP/device evidence where lawful, and an immutable copy or hash of the accepted text.
No oral variation	Calls, chat messages, social posts, or informal assurances do not amend the Agreement.
Publication status	Legal Review Draft v0.9; not for activation until Schedule 1 and legal review are complete.

INSTITUTIONAL BOUNDARY

GTD provides education. It is not a broker, signal provider, prop firm, investment adviser, fiduciary, or guarantor of trading, academic, employment, funding, or financial outcomes.

AGREEMENT MAP

Contents

- 1. Parties, acceptance and commencement
- 2. Definitions and interpretation
- 3. Eligibility, application and continuing accuracy
- 4. Appointment and limited authority
- 5. Partner duties and standard of conduct
- 6. Approved communications and mandatory disclosure
- 7. Referral technology and attribution
- 8. Eligible enrollments and commission calculation
- 9. Validation, payout, tax and records
- 10. Reversals, withholding, set-off and correction

- 11. Brand, intellectual property and content licence
- 12. Confidentiality and information security
- 13. Privacy, electronic marketing and platform compliance
- 14. Monitoring, audit and corrective action
- 15. Suspension
- 16. Term and termination
- 17. Consequences of suspension or termination
- 18. Representations, disclaimers and indemnity
- 19. Liability allocation
- 20. Changes to the Programme and Agreement
- 21. Notices and communications
- 22. Governing law and disputes
- 23. General provisions
- Schedule 1 — Execution Particulars
- Schedule 2 — Commercial Terms
- Schedule 3 — Mandatory Disclosure and Claim Rules
- Schedule 4 — Acceptance Record

Parties, acceptance and commencement

The Agreement is between the GTD contracting entity identified in Schedule 1 (“GTD”) and the individual accepting these Terms (“Partner”).

1.1 Personal agreement

Participation is personal to the approved individual. A company, agency, employee, assistant, moderator, or subcontractor does not become a partner merely because it supports the Partner’s channel.

1.2 Acceptance

The Partner accepts the Agreement by selecting the acceptance control while authenticated, or by another method expressly approved by GTD. Acceptance confirms that the Partner:

- has reviewed the complete Terms and linked controlled documents;
- is legally capable of entering the Agreement and is at least 18 years old;
- has supplied accurate legal, identity, residence, tax, payment and channel information;
- understands that activation may remain conditional on verification; and
- agrees that electronic records and communications may evidence formation, notices, approvals and instructions to the extent permitted by law.

1.3 Commencement

The Agreement begins on the later of valid acceptance and GTD’s activation of the Partner Account. Approval of an application alone does not authorise referral activity before activation and acceptance are complete.

1.4 No retroactive authority

Activity performed before activation is not authorised and does not create a right to attribution, commission, reimbursement or ratification.

02 / DEFINITIONS AND INTERPRETATION

Definitions and interpretation

DEFINED TERM	MEANING
Active Partner	A Partner whose Partner Account status is active and who remains authorised to use Referral Links.
Agreement	The documents identified in the Document Control section, as validly amended.

DEFINED TERM	MEANING
Available Commission	A Validated Commission that has cleared the Validation Hold and is eligible for a payout cycle, subject to the Agreement.
Confirmed Enrollment	An eligible Desk I enrollment associated with a successfully settled payment and recorded as such by GTD.
Gross Eligible Tuition	The tuition amount recorded by GTD for the eligible programme before the Partner commission, excluding amounts GTD designates as taxes, fees, credits, refunds, chargebacks or ineligible adjustments.
Partner Account / Office	The approved account and authenticated dashboard through which standing, links, metrics and commission records are administered.
Partner Code	The unique referral identifier assigned by GTD.
Referral Link	An approved GTD URL containing the Partner Code.
Referred Member	A person whose eligible checkout is validly attributed to the Partner by GTD's system.
Validation Hold	The 30-day review period beginning on the recorded commission earning date.

Headings aid navigation only. "Including" means including without limitation. Singular includes plural. A reference to law includes binding amendments and replacements. Where a mandatory law gives a right that cannot lawfully be excluded, that law controls to the required extent.

Eligibility, application and continuing accuracy

3.1 Eligibility conditions

- The Partner must maintain a verified GTD account in good standing.
- The Partner must control the approved channels and have authority to publish there.
- The Partner must not be subject to sanctions, restrictions, platform bans, or legal limitations that make participation unlawful.
- The Partner must provide any reasonable identity, address, tax, payment, beneficial-owner, sanctions, fraud-prevention or channel evidence requested by GTD.
- The Partner must be able to receive the approved payout method lawfully in the stated jurisdiction.

3.2 Continuing accuracy

The Partner must notify GTD promptly, and before further promotion where material, of a change to legal name, residence, tax status, payout destination, account control, channel, audience, traffic method, sanctions exposure, investigation, or any fact reasonably relevant to approval.

3.3 Reverification

GTD may require reverification before activation, payout, campaign approval, after a material change, or where fraud, identity, sanctions, security or compliance risk reasonably arises.

3.4 No duplicate or proxy participation

The Partner must not maintain duplicate applications or accounts, operate through another person, sell or transfer an approval, or use a proxy to bypass a decline, suspension, termination or self-referral rule.

04 / APPOINTMENT AND LIMITED AUTHORITY

Appointment and limited authority

Subject to the Agreement, GTD grants the Active Partner a revocable, non-exclusive, non-transferable, non-sublicensable permission to introduce relevant audiences to approved GTD destinations using assigned Referral Links.

4.1 Independent status

The Partner acts as an independent contractor and not as an employee, worker, agent, representative, franchisee, fiduciary, joint venturer, admissions officer, faculty member or legal representative of GTD. Nothing creates exclusivity, territory, minimum work, salary, benefits, reimbursement, or authority to bind GTD.

4.2 Reserved decisions

Only GTD determines curriculum, tuition, enrollment, assessment, attempts, results, credentials, certification, programme availability, refunds, access, policies, claims, brand approvals and institutional relationships.

4.3 No delegation

The Partner may not appoint sub-partners, use a referral network, share login credentials, or permit another person to publish as the Partner without prior written GTD approval. The Partner remains responsible for approved assistants and contractors.

NO APPARENT AUTHORITY

The Partner must never use "we" to imply GTD employment or authority, issue documents on GTD letterhead, negotiate for GTD, collect money for GTD, or make commitments to a prospect, broker, university, regulator, media outlet or other institution.

Partner duties and standard of conduct

5.1 Core duties

- present GTD accurately and in the institutional context established by the Handbook;
- use only current approved claims, links, disclosures and brand materials;
- qualify audiences ethically and avoid vulnerable, underage or unsuitable audiences;
- keep account credentials, Partner Codes and unpublished materials secure;
- maintain evidence of material campaigns, approvals and disclosures;
- cooperate promptly with verification, correction, audit, complaint and incident processes; and
- comply with applicable advertising, consumer-protection, privacy, electronic-marketing, financial-promotion, tax, sanctions and platform rules.

5.2 Prohibited conduct

- signals, trade instructions, personalised investment recommendations or portfolio advice presented under GTD's identity;
- profit, income, loss-recovery, funding, employment, pass, admission, accreditation or certificate guarantees;
- false scarcity, invented deadlines, unauthorised discounts, rebates, cashback, prizes, bonuses, scholarships or tuition claims;
- spam, scraped lists, purchased contacts, bot traffic, click farms, misleading redirects, cookie stuffing or forced clicks;
- self-referrals, related-party disguises, circular payments, duplicate identities, collusion or attempts to divert another partner's attribution;
- bidding on or registering GTD names, misspellings, domains, handles, search keywords or impersonating identities without written approval;
- publishing confidential curriculum, assessment items, member data, internal screenshots, administrative notes or non-public commercial information; and
- harassment, hate, discrimination, unlawful content, deceptive testimonials or conduct reasonably likely to damage institutional trust.

5.3 Overall impression

A technically true sentence is still prohibited if the headline, image, omission, placement, targeting, surrounding content or overall impression is misleading.

Approved communications and mandatory disclosure

6.1 Approved GTD description

The Partner must preserve the distinction that GTD is an educational institution focused exclusively on institutional gold-market education and is not a broker, signal provider, prop firm, investment adviser or provider of guaranteed outcomes.

6.2 Mandatory commercial disclosure

Every promotion containing a Referral Link, Partner Code, invitation to enroll, or endorsement influenced by the Partner relationship must clearly and prominently disclose the material connection in language understandable to the audience.

> **APPROVED MINIMUM DISCLOSURE**
>
> “I am an approved Gold Trading Desk Individual Partner. If you enroll through my referral link, I may receive a commission at no additional cost to you.”

6.3 Placement standard

The disclosure must be proximate to the claim or link; visible before a decision or click; readable or audible; repeated where a format can be separated; and not hidden solely in a profile, terms page, hashtag block, hover, collapsed text or link destination.

6.4 Personal statements and testimonials

A Partner may describe genuine personal experience if accurate, representative only of that person, and not converted into an objective or guaranteed claim. Material connections remain disclosed. Fabricated, purchased, selectively edited or atypical testimonials presented as expected results are prohibited.

6.5 Translations and local claims

The Partner is responsible for accurate, lawful translations. A translation may not be presented as official unless approved in writing. Mandatory disclosures must appear in the language of the promotion.

6.6 Paid media and institutional outreach

Paid advertising, search advertising, media buying, co-branding, events, press activity, outreach to universities, professional bodies, brokers or institutions, and use of an agency require prior written GTD approval for the specific campaign.

Referral technology and attribution

7.1 Approved operation

The Partner must obtain Referral Links from the Partner Office and must not shorten, cloak, inject, alter, rotate, sublicense or distribute the Partner Code through unapproved technology or intermediaries.

7.2 Attribution window

A valid referral captured by GTD remains eligible for 30 days from capture under the current programme. Expiry, disabled storage, deleted cookies/local storage, device or browser changes, invalid codes, security tools, user action, or technical conditions may prevent attribution.

7.3 Controlling code

Where more than one valid Partner Code is presented during a person's journey, the most recently valid code captured and accepted by the GTD checkout process ordinarily controls. GTD may disregard or correct a code where fraud, manipulation, technical error, self-referral or other ineligibility exists.

7.4 Creation of attribution

A visit, diagnostic completion, account creation, conversation, screenshot or statement of intent does not itself create a commission. Attribution must be linked by GTD's records to an eligible checkout and Confirmed Enrollment.

7.5 Authoritative record

GTD's payment, attribution and commission records are authoritative absent demonstrable error. Private analytics, platform clicks, messages or buyer assertions do not override the system record. The Partner may submit evidence of a suspected technical error within 30 days after the relevant dashboard entry or expected entry, whichever is earlier discoverable.

7.6 No circumvention

The Partner must not ask a person to clear storage, switch codes, restart checkout, use a different identity, cancel and repurchase, or take any action intended to capture or reassign attribution improperly.

Eligible enrollments and commission calculation

8.1 Commission event

A commission is recorded only when an active Partner is validly attributed to a successfully settled eligible Desk I payment by a person other than the Partner and the enrollment becomes a Confirmed Enrollment.

8.2 Current rate

The current standard rate is 15% of Gross Eligible Tuition. At the current published Desk I tuition of 295 USD, the illustrative commission is 44.25 USD. This illustration is not a perpetual tuition, exchange-rate or commission promise.

8.3 Single payment rule

One settled payment may create no more than one commission record. Split, duplicate, replacement or retried provider records may be consolidated or corrected to preserve this rule.

8.4 Excluded amounts and events

- self-referrals and disguised related-party referrals;
- failed, expired, cancelled, duplicate, fraudulent, unauthorised, refunded, reversed or charged-back payments;
- taxes, payment fees, credits, rebates, sanctions blocks, or other amounts designated ineligible by the current Commission Policy;
- enrollments outside the eligible programme unless GTD expressly adds them in writing;
- transactions generated during suspension, after termination, through an inactive code, or through prohibited conduct; and
- activity that cannot be verified to GTD’s reasonable satisfaction.

8.5 No future-product entitlement

Approval does not create commission rights in Desk II–V, renewals, upgrades, resources, events, broker arrangements, institutional programmes or future GTD products unless expressly added in writing.

Validation, payout, tax and records

9.1 Validation Hold

A recorded eligible commission remains Pending for 30 days from its earning date. During that period GTD may confirm settlement, refund status, fraud, duplication, attribution, compliance and other eligibility conditions.

9.2 Available balance and threshold

After validation, an eligible amount becomes Available. A payout is scheduled only when the Available balance reaches at least 100 USD by the applicable monthly cut-off and all verification and payout conditions are satisfied. Pending amounts do not count toward the threshold.

9.3 Monthly cycle

“Monthly” describes the ordinary payout cycle, not a guaranteed calendar date. GTD may publish operational cut-offs and processing windows. Banking, blockchain, provider, compliance, sanctions or identity review may delay processing without converting an ineligible or unverified amount into a debt.

9.4 Payout method and fees

The approved currency, network or payment method, allocation of provider/network fees, minimum transferable amount and failed-transfer procedure must be stated in Schedule 1 or the current Commission Policy before activation. The Partner is responsible for supplying an accurate, compatible and lawfully controlled payout destination.

9.5 Taxes

The Partner is solely responsible for registration, invoices, tax identification, declarations, income tax, social contributions, VAT/GST or similar obligations arising from participation. GTD may request documents, make legally required withholding or reporting, and suspend payout until required information is complete. GTD does not provide tax advice.

9.6 Partner records

The Partner must retain acceptance records, campaign copy, disclosures, approvals, invoices or tax documents, and payout evidence for the longer of three years or the period required by applicable law. GTD retains programme records under its lawful retention policy.

9.7 Statements and queries

The dashboard is an operational statement, not a bank account or trust account. A Partner must raise a specific evidence-backed query promptly and no later than 30 days after the relevant entry becomes visible, except where mandatory law requires longer.

Reversals, withholding, set-off and correction

10.1 Reversal

GTD may reverse a Pending or Available Commission where the underlying payment fails, expires, is refunded or charged back, the attribution is invalid, the enrollment is duplicated, or eligibility otherwise ceases before payout.

10.2 Withholding

GTD may temporarily withhold disputed amounts while reasonably investigating identity, sanctions, fraud, payment integrity, traffic quality, disclosure, platform, legal or contractual concerns. GTD will communicate the general basis where lawful and practicable, but need not disclose security controls, third-party confidential information or material that would compromise an investigation.

10.3 Post-payment correction and set-off

If an amount was paid in error or later becomes reversible, GTD may set it off against future commissions or request repayment, subject to applicable law. The Partner must repay an undisputed overpayment within 14 days after written demand.

10.4 Good-faith correction

GTD may correct clerical, mathematical, duplicate, currency, status or technical errors in the register. Corrections must preserve an auditable record rather than silently rewriting paid history.

10.5 No forfeiture merely by label

Suspension or termination does not automatically determine every historical commission. Each amount remains subject to attribution, settlement, validation, compliance and the express consequences of the Agreement and mandatory law.

Brand, intellectual property and content licence

11.1 Ownership

GTD and its licensors retain all rights in the GTD name, monogram, crests, marks, domain names, site, curriculum, lectures, assessments, research, certificates, designs, copy, software, data and controlled publications. No ownership transfers to the Partner.

11.2 Limited brand licence

While active, the Partner receives a revocable, non-exclusive, non-transferable licence to use only current approved partner assets solely for compliant programme promotion. The Partner may not modify, animate, recolour, combine, register, merchandise, sell, sublicense or use them as an account identity without written approval.

11.3 No curriculum distribution

The Partner must not reproduce, screen-record, summarize as a substitute, upload, sell, share access to, train models on, or distribute protected curriculum, assessment, research or member materials except for expressly approved public excerpts.

11.4 Partner content licence

The Partner retains ownership of original content. If the Partner submits content for approval or permits GTD to feature it, the Partner grants GTD a worldwide, non-exclusive, royalty-free licence to review, store, reproduce and display it for programme administration, compliance and the specifically agreed promotional use. GTD will not imply an endorsement beyond the supplied context.

11.5 Goodwill and challenges

Use of GTD marks accrues to GTD. The Partner must not challenge ownership, assist confusing use, or register a company, domain, handle, keyword, app, product or mark incorporating GTD identity.

11.6 Takedown

On request or loss of active status, the Partner must promptly remove GTD marks, controlled assets, claims of approval and controllable Referral Links, subject only to lawful archival retention not visible to the public.

Confidentiality and information security

12.1 Confidential Information

Confidential Information includes non-public commercial terms, member or applicant data, internal decisions, review notes, credentials, security methods, unreleased materials, campaign approvals, investigations, payout details and information marked or reasonably understood as confidential.

12.2 Use and protection

The Partner may use Confidential Information only to perform the Agreement, must restrict access to approved persons with equivalent duties, and must apply reasonable security including unique credentials, multi-factor authentication where available, secure devices and prompt access revocation.

12.3 Exclusions

Information is not confidential to the extent the Partner proves it was lawfully public without breach, already lawfully known, independently developed without use, or lawfully received without duty. Required legal disclosure is permitted only after prompt notice where lawful and disclosure of the minimum required.

12.4 Security incidents

The Partner must notify GTD without undue delay after suspected loss, unauthorised access, credential compromise, disclosure or misuse involving GTD information or identity; preserve evidence; contain the incident; and not make public or regulatory statements for GTD.

12.5 Survival

Confidentiality continues for five years after termination, and indefinitely for trade secrets, credentials, security information and personal data to the extent required by law.

Privacy, electronic marketing and platform compliance

13.1 Independent processing

Where the Partner independently collects subscriber, prospect, event, mailing-list or analytics data, the Partner acts under their own legal responsibility. The Partner must not state that GTD controls, sponsors or has access to that separate data unless GTD confirms this in writing.

13.2 Data minimisation

The Partner must not request or retain GTD passwords, identity documents, payment credentials, certificates, private assessment records or proof of purchase. Any necessary personal data must be collected lawfully, transparently, for a defined purpose, limited to what is needed, secured and retained no longer than justified.

13.3 Electronic marketing

The Partner is responsible for lawful consent or another valid basis, required sender identification, unsubscribe mechanisms, suppression lists, frequency, records of consent and compliance with channel-specific direct-marketing rules. Purchased, scraped or harvested lists are prohibited.

13.4 Platforms

The Partner must comply with platform advertising, branded-content, financial-services, spam, intellectual-property and community rules. Platform approval does not establish compliance with the Agreement or law.

13.5 Children and vulnerable audiences

The Partner must not knowingly target minors or exploit financial distress, addiction, loss recovery, unemployment, debt or other vulnerability. Where age or audience restrictions apply, the stricter lawful standard must be used.

13.6 No data export from GTD

Dashboard metrics do not grant rights in member identities or GTD datasets. Scraping, re-identification, matching, sale, enrichment or attempted extraction is prohibited.

Monitoring, audit and corrective action

14.1 Monitoring

GTD may review public partner content, traffic patterns, referrals, complaints, platform signals and programme records to protect members, the institution and programme integrity. Monitoring does not transfer the Partner's compliance responsibility to GTD.

14.2 Evidence request

On reasonable request, the Partner must provide final copy, URLs, screenshots, dates, audience, targeting, disclosure placement, traffic-source information, approvals, consent evidence and relevant contractor details. GTD may request preservation during an investigation.

14.3 Corrective direction

GTD may require clarification, correction, disclosure, removal, campaign pause, link disablement, retraining or other proportionate action. The Partner must comply within the stated period or immediately where the risk is urgent.

14.4 Audit limits

GTD will seek information reasonably related to programme compliance and should avoid unnecessary access to unrelated private communications. Nothing requires disclosure prohibited by law; the Partner must identify the restriction and cooperate on a lawful alternative.

Suspension

15.1 Grounds

GTD may suspend immediately where it reasonably suspects material breach, misleading promotion, fraud, self-referral, identity or sanctions concern, security compromise, unlawful activity, platform enforcement, non-cooperation, institutional harm or a need to protect people or evidence.

15.2 Effect

During suspension the Partner must stop new promotion and may not copy or distribute Referral Links, create substitutes, use proxies, or hold themselves out as active. Historical records may remain visible. New referral eligibility is paused; existing amounts remain subject to review.

15.3 Review

GTD may request evidence and provide corrective conditions. Where practicable and lawful, GTD should give a general reason and an opportunity to respond. Reinstatement is discretionary unless mandatory law requires otherwise and may include conditions, new acceptance or reverification.

Term and termination

16.1 Term

The Agreement continues until terminated. There is no guaranteed minimum duration, volume, commission or renewal.

16.2 Termination by Partner

The Partner may terminate by written notice through the designated Partnership Office channel and cessation of promotion. Termination does not erase accrued obligations, investigations, reversals or recordkeeping duties.

16.3 Termination by GTD for convenience

Subject to mandatory law, GTD may discontinue the programme or terminate participation on 30 days' written notice. GTD may shorten or omit that period where programme closure, law, security, payment-provider restrictions or urgent institutional risk reasonably requires.

16.4 Immediate termination for cause

GTD may terminate immediately for fraud, self-referral schemes, identity deception, unlawful conduct, serious or repeated misleading claims, impersonation, intellectual-property misuse, confidentiality or security breach, sanctions concern, harassment, material non-cooperation, circumvention of suspension, or another material breach incapable of cure or not cured within a stated reasonable period.

16.5 Effect of inactivity

GTD may close or archive a Partner Account after prolonged inactivity under a published policy, after reasonable notice where practicable. Inactivity does not create a right to keep a code reserved indefinitely.

17 / CONSEQUENCES OF SUSPENSION OR TERMINATION

Consequences of suspension or termination

17.1 Cessation

The Partner must stop claiming active approval, stop new promotion, remove controllable Referral Links and partner badges, cease use of GTD assets, return or securely destroy Confidential Information as directed, and preserve legally required records.

17.2 Historical commissions

Valid commissions earned before the effective suspension or termination date remain subject to settlement, validation, threshold, reversals, withholding, set-off, tax, fraud and compliance review. Amounts generated through breach or after eligibility ceased are not payable.

17.3 Final payout

Any final net Available balance will be handled under the current payout cycle and Schedule 1, including whether a below-threshold final balance is carried, paid, or otherwise treated. This must be completed before activation and applied subject to mandatory law.

17.4 No compensation

Except for valid net commission obligations, neither party owes compensation for lost future commission, anticipated traffic, goodwill, content cost, channel investment or programme discontinuation.

17.5 Survival

Clauses on accrued payment adjustments, tax, records, intellectual property, confidentiality, privacy, investigations, indemnity, liability, disputes and general provisions survive to the extent necessary to give them effect.

18 / REPRESENTATIONS, DISCLAIMERS AND INDEMNITY

Representations, disclaimers and indemnity

18.1 Partner representations

The Partner represents on acceptance and throughout the term that supplied information is accurate; participation and promotion are lawful; content and audiences do not infringe third-party rights; consents and permissions are valid; and the Partner has not relied on a promise outside the Agreement.

18.2 Programme disclaimer

To the maximum extent permitted by law, GTD does not guarantee uninterrupted referral technology, attribution in every browser or device, visitor conversion, enrollment availability, tuition continuity, future products, commission income, payout timing affected by third parties, academic outcomes or trading outcomes.

18.3 No professional advice

Programme materials and dashboard information are not legal, tax, accounting, investment or regulatory advice. Each party is responsible for obtaining appropriate professional advice.

18.4 Partner indemnity

Subject to applicable law, the Partner will defend, indemnify and hold harmless GTD and its officers, personnel and licensors from third-party claims, losses, penalties, reasonable legal costs and liabilities arising from the Partner's unlawful promotion, misleading claims, breach of disclosure or privacy duties, intellectual-property infringement, tax obligations, fraud, security breach, or material breach of the Agreement, except to the extent caused by GTD's own breach, negligence or wilful misconduct.

18.5 Procedure

GTD must give reasonably prompt notice, allow reasonable cooperation, and not settle a claim imposing an admission or non-monetary obligation on the Partner without consent not unreasonably withheld. GTD may control the defence where its institutional interests are materially involved.

Liability allocation

19.1 Non-excludable liability

Nothing excludes liability that cannot lawfully be excluded, including liability for fraud or fraudulent misrepresentation and any other liability mandatory law protects.

19.2 Excluded losses

Subject to Clause 19.1, neither party is liable for indirect, incidental, special or consequential loss, or loss of anticipated profit, opportunity, audience, goodwill or data, except where such exclusion is prohibited by law. This does not limit valid commission calculations or repayment obligations under the Agreement.

19.3 Proposed cap

Subject to Clause 19.1, GTD’s aggregate liability arising from the Agreement should be capped at the greater of (a) commissions paid or payable to the Partner during the six months preceding the event giving rise to the claim and (b) [MINIMUM CAP — COMPLETE IN SCHEDULE 1]. Counsel must confirm the cap, exclusions and enforceability for the chosen governing law.

19.4 Mitigation

A party seeking recovery must take reasonable steps to limit avoidable loss and preserve relevant evidence.

LEGAL-REVIEW CHECKPOINT

The liability cap, indemnity scope, termination rights, final below-threshold balance, governing law and dispute mechanism require jurisdiction-specific confirmation before v1.0.

20 / CHANGES TO THE PROGRAMME AND AGREEMENT

Changes to the Programme and Agreement

20.1 Operational changes

GTD may change destinations, dashboards, branding, technical methods, eligible products, tuition, validation controls, payout procedures or programme availability to operate, secure or improve the programme, subject to accrued rights and mandatory law.

20.2 Terms changes

Material changes to commission rate, attribution window, validation period, threshold, eligibility, conduct, liability or dispute terms require clear notice through the Partner Office or registered email and a stated effective date. Where required or where the change is materially adverse, GTD will require renewed acceptance before continued participation.

20.3 No retroactive reduction

A new commission rate or commercial rule should not reduce a commission already validly earned before its stated effective date, except to correct error, implement mandatory law, address fraud, or apply an existing reversal rule.

20.4 Rejection of change

If the Partner does not accept a change requiring acceptance, the Partner must stop promotion and may terminate before the effective date. Continued authorised participation after valid notice may constitute acceptance only where lawful and clearly stated.

21 / NOTICES AND COMMUNICATIONS

Notices and communications

21.1 Operational communications

Routine notices, approvals, review notes and instructions may be delivered through the Partner Office, bell notification, registered account email or the Partnership Office email. The Partner must keep contact details current and monitor these channels.

21.2 Formal legal notices

Formal notices of breach, termination, claim or dispute must use the addresses and method in Schedule 1. Email is deemed received under the chosen governing law and stated notice mechanics; this provision must be completed before activation.

21.3 Security and authenticity

The Partner must verify suspicious messages through an official GTD channel. GTD will not request passwords or private keys. A forged or compromised message does not amend the Agreement.

22 / GOVERNING LAW AND DISPUTES

Governing law and disputes

22.1 Good-faith escalation

Before formal proceedings, a party should send a detailed notice and allow 30 days for good-faith resolution, unless urgent injunctive relief, limitation periods, fraud, security, confidentiality or intellectual-property protection requires earlier action.

22.2 Governing law and forum

The governing law, exclusive courts or arbitration rules, seat, language, number of arbitrators and allocation of costs must be completed in Schedule 1 after advice on GTD's legal entity and partner geography. No jurisdiction is invented in this draft.

22.3 Mandatory rights

The selected mechanism does not remove statutory rights or forums that applicable law makes non-waivable.

22.4 Injunctive relief

Either party may seek urgent protective relief from a competent court for misuse of intellectual property, Confidential Information, credentials, personal data, or security, without waiving the agreed merits forum where lawful.

General provisions

23.1 Entire agreement. The Agreement supersedes prior statements about the Individual Partner Programme, but does not exclude liability for fraud or mandatory rights.

23.2 Assignment. The Partner may not assign, transfer, charge or subcontract the Agreement. GTD may assign it with its business, assets or reorganisation on notice, subject to mandatory law and no material reduction of accrued commission rights.

23.3 Severability. An invalid provision is modified to the minimum extent necessary or severed; the remainder continues. The parties will replace it with a lawful provision closest to the original commercial purpose.

23.4 Waiver. A waiver must be written and applies only to the stated instance. Delay or partial exercise does not waive a right.

23.5 No third-party rights. Except for indemnified GTD persons expressly protected, no non-party may enforce the Agreement unless mandatory law provides otherwise.

23.6 Force majeure. Neither party is liable for delay caused by events beyond reasonable control, excluding payment obligations already due and failures that reasonable security or continuity measures should have prevented.

23.7 Relationship. Nothing creates partnership, agency, fiduciary duty, franchise, employment or joint venture. The phrase “Individual Partner” names the programme relationship only.

23.8 Language. The controlling language must be stated in Schedule 1. Any translation is for convenience unless formally designated controlling.

23.9 Counterparts and electronic records. The Agreement may be accepted or executed electronically and in counterparts. Reliable electronic records have the same evidentiary purpose as paper records to the extent permitted by law.

23.10 Order of precedence. These Terms prevail over the Handbook, Brand Standards, Messaging Library and operational guidance; a Commission Policy controls detailed mechanics only where these Terms expressly permit and it does not silently reduce an accrued right.

Complete before v1.0 activation

PUBLICATION GATE

Every field below must be completed and checked by qualified counsel. The electronic acceptance control must link to the exact immutable v1.0 text and preserve evidence of acceptance.

PARTICULAR	REQUIRED FINAL ENTRY
GTD legal entity	[Full registered legal name and legal form]
Registration	[Company / institution registration number and jurisdiction]
Registered address	[Full address]
Operational brand	Gold Trading Desk
Formal notice email	[Legal notice email]
Partnership Office	partners@goldtradingdesk.com
Privacy contact / policy	[Privacy email and official Privacy Policy URL]
Governing law	[Jurisdiction]
Dispute mechanism	[Exclusive courts OR arbitration rules, seat, language, tribunal]

Completion register — continued

PARTICULAR	REQUIRED FINAL ENTRY
Controlling language	[Language]
Minimum liability cap	[Currency and amount]
Approved payout method	[Currency, network/provider, ownership verification]
Fees	[GTD-paid / Partner-deducted / allocated rule]
Monthly cut-off	[Date/time/time zone or published cycle rule]
Final below-threshold balance	[Pay / carry / forfeit only if lawful — exact rule]
Tax documentation	[Required forms, invoice mechanism, withholding statement]
Record-retention baseline	[Period confirmed under applicable law]

Implemented Individual Partner Programme

COMMERCIAL ELEMENT	CURRENT RULE
Eligible programme	Desk I confirmed enrollments only
Standard commission	15% of Gross Eligible Tuition
Current illustration	44.25 USD on 295 USD published tuition
Attribution window	30 days from valid capture
Validation Hold	30 days from recorded earning event
Minimum payout	100 USD Available balance
Cycle	Monthly, subject to cut-off and verification
Self-referrals	Excluded
Failed/refunded settlement	Reversed before payout; post-payment correction/set-off may apply
Record rule	One commission per settled payment
Dashboard privacy	Referred-member identity is not exposed

COMMERCIAL ILLUSTRATION

15% × 295 USD = 44.25 USD. The generated commission record controls if tuition, eligible gross amount, approved rate, taxes, discounts, currency treatment or programme scope changes.

Minimum public standard

MANDATORY DISCLOSURE

I am an approved Gold Trading Desk Individual Partner. If you enroll through my referral link, I may receive a commission at no additional cost to you.

TOPIC	PERMITTED DIRECTION	PROHIBITED DIRECTION
Identity	Educational institution focused on institutional gold-market education.	Broker, signals, prop firm, adviser, guaranteed system.
Methodology	Auction logic, evidence, structure, liquidity, risk and capital preservation.	Secret entries, guaranteed edge, “institutional signals.”
Desk I	25 lectures; academic requirements; assessment and credential workflow.	Automatic pass, quick certificate, accredited degree unless formally true.
Outcomes	Learning requires effort; outcomes vary.	Profit, income, funding, employment or loss-recovery promises.
Tuition	Only current official published tuition.	Invented discount, coupon, deadline, scholarship or collection of payment.
Partner role	Approved independent Individual Partner who may earn commission.	Employee, faculty, admissions, agent or authority to bind GTD.
Referral	Eligible attribution may persist 30 days.	Guaranteed credit, reserved seat, ownership of a prospect.
Commission	Current 15% on eligible confirmed Desk I tuition.	Instant cash, guaranteed payout, commission on every future product.

Channel minimums

- Video/audio: speak the disclosure before or with the principal endorsement and include it visibly in the description.
- Short-form/story: place a readable disclosure on the frame containing the endorsement or link; repeat when frames can separate.
- Discord/Telegram/community post: include the disclosure in the same message as the Referral Link.
- Website/article/email: place disclosure before or immediately beside the first material endorsement or Referral Link.
- Livestream/event: disclose verbally near the first endorsement, repeat periodically, and display it where practicable.
- Private message: use only lawful, relevant, non-spam outreach and include the relationship before the link.

Electronic and documentary evidence

FIELD	RECORDED VALUE
Partner legal name	____________________
GTD account email / ID	____________________
Country of residence	____________________
Partner Code	____________________
Terms version / hash	____________________
Handbook version	____________________
Acceptance date/time/time zone	____________________
Acceptance method	Authenticated click acceptance / signed counterpart
Required verification completed	____________________

Acceptance statement

I confirm that I have read, understood and agree to the Gold Trading Desk Individual Partner Programme Terms & Conditions identified above; that my application and continuing particulars are accurate; that I will comply with the Handbook, Brand Standards, mandatory disclosures and written campaign directions; and that I understand my authority is limited, personal and revocable under the Agreement.

Partner signature (if used): ______________________________ Date: __________________

GTD record reference: ______________________________________ Reviewer: _______________

Trust is the asset.
Disclosure is the discipline.
The record is the authority.

ACTIVATION STANDARD

Do not publish v1.0 or enable mandatory electronic acceptance until Schedule 1 is complete, the clickwrap record is immutable and retrievable, all linked policies carry matching version control, and qualified counsel has approved the governing-law-specific provisions.

PARTNERSHIP OFFICE

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goldtradingdesk.com/partners

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