

# Partnership Agreement

## 1. INTRODUCTION

- 1.1. This Partnership Agreement (hereinafter referred to as the “**Agreement**”) is entered into this date as stipulated below by and between FXGT.com, a brand name operated by GT Global Ltd a company registered in Seychelles, with registration number 8421720-1 and its registered address on Room 12, First Floor, Kingsgate House, Victoria, Mahe, Seychelles (hereinafter referred to as the “**Company**”) operating under the website [www.fxgt.com](http://www.fxgt.com) (hereinafter referred to as “**the Company’s Website**”) and the individual who has completed the Application to become a Partner (hereinafter referred to as “**the Partner**”) (collectively the “**Parties**” and individually as the “**Party**”).
- 1.2. This Partnership Agreement and its appendices constitutes the entire partnership agreement that sets out the complete terms and conditions to apply for a partnership to the Company’s Partners Program.
- 1.3. The natural or legal person which applies for partnership with the Company’s Partners Program in accordance with the terms and conditions set forth herein agrees and accepts all the terms and conditions contained in the Agreement as amended from time to time.

## 2. INTERPRETATION OF TERMS

For the purposes of the present Agreement, the following terms shall be interpreted as follows:

“**Account(s)**” shall mean any trading account that is created for each introduced client when it completes an account application and is approved by the Company.

“**Active Client**” shall mean any Client who: (i) has been a Qualified Trader as per the provisions of this Agreement and (ii) opened, closed a position or hold an open position of at least 1 (one) trade within the last 30 (thirty) consecutive calendar days period.

“**Affiliated Entities**” shall mean any other company within the Company’s group of companies (subsidiary, parent, sister) and/or any other entity that, directly or indirectly, is linked and related to the Company.

“**Agreement**” shall mean the present Partnership Agreement including all schedules and annexes, and any other legal document as determined by the Company and as amended from time to time.

“**Client**” shall mean any person, either an individual and/or a legal entity who has been or is been introduced by the Partner to the Company and with whom the Company enters into a Client Agreement.

“**Client Agreement**” means the written agreement between the Prospective Client and the Company (which sets out the terms and conditions on which the Prospective Client is entitled to



use its Account) including all schedules and annexes, and any other legal document as determined by the Company and as amended from time to time.

**“Company”** or **“The Company”** or **“FXGT.com”** shall mean GT Global Ltd operating under the Website [www.fxgt.com](http://www.fxgt.com).

**“Company’s Partner”** shall mean an individual or a legal entity, that was granted the authority by the Company to act on its behalf.

**“Company’s Website”** shall mean FXGT.com’s website [www.fxgt.com](http://www.fxgt.com) and/or any other website as may be added by the Company or any Affiliated Entity, in its sole and absolute discretion, from time to time.

**“Compensation”** shall have the meaning of section 7 herein and any other fees, commissions, charges and/or applicable to this Agreement, determined and expressed herein.

**“Confidential Information”** all information of confidential nature in any and all media disclosed by the Company to the Partner including, without limitation all information, analyses, compilations, studies, documents, books, papers, drawings, ideas, concepts, systems, processes, procedures, methods, models, sketches and all embodiments of any of the foregoing (whether communicated orally, in written form or stored in any other media) regarding the Company or its affiliated entities, regardless of whether the information is specifically marked or designated as “confidential” or not including, without limitation, any end user information collected through cookies, IP address, user agent, platform, anonymous user ID, mobile device identifiers such as IDFA (Identifier For Advertisers), Android ID (Android device), Google Advertiser ID, and any information concerning the Company’s business activities and strategies, financial information, customer and supplier lists, intellectual property, technology, research, marketing information or plans and information regarding the Company’s products and services. For the avoidance of doubt, Confidential Information shall include any such information disclosed by the Company to the Partner prior to the signing of this Agreement, during negotiations and/or after the enforcement of this agreement and the existence of the relationship between the parties hereto.

**“Intellectual Property Rights”** shall mean patents, rights on inventions, copyrights and related rights, moral rights, trademarks, trade names and domain names, website content, rights in design, and computer software, database right and other similar or equivalent rights whether registered or not.

**“Links”** shall mean any hypertext links (either a banner or text link) obtained from the Partner Portal or any other means used to identify Partner activities, including Qualified and/or Active Traders introduced by the Partner.

**“Non-Qualified Trader”** shall mean any Trader who is not a Qualified Trader.

**“Operative Agreements”** shall mean the agreements entered into by the Client and the Company that govern the relationship between the Client with the Company. Operative Agreements consist of the legal documents, as these may be found in the Company’s website [www.fxgt.com](http://www.fxgt.com) and may be amended from time to time.

**“Partners Program”** shall mean the Company’s partners program.

**“Partner Portal”** shall mean the secure account Partner interface area (or backend) on the Company’s Website where all Partners login in order to view all their data, get partner links, view statistics, complete/update their payment profile and access promotional tools.

**“Partner Link”** shall mean the unique link and/or personalized ID which is used to identify Partner activities and introduced Qualifying Traders.

**“Products”** shall mean all and any trading financial instruments offered by the Company, as these are available on the Company’s Website and as amended from time to time.

**“Promotional Material”** shall mean promotional, advertising, communication and educational materials that relates to the Company, its products and services or relates to the introduction of a Prospective Client, and were provided to a Partner for the purpose of the present Agreement. Promotional materials include, but is not limited to, published written texts, images, training materials, logos, banners, promo links, trade names, trademarks, including, without limitation any promotional marketing giveaways and/or similar.

**“Prospective Client”** shall mean any person, whether an individual or a legal entity who has been or will be introduced by the Partner to the Company.

**“Qualified Trader”** shall mean any Client who made at least one deposit into his/her trading account and opened/closed or holds at least 1 (one) trade which must be opened for at least for 5 minutes within the last 30 (thirty) consecutive calendar days period.

**“Qualifying Period”** shall mean a 30 (thirty) consecutive calendar days period, starting from the day of a Qualifying Trader’s first deposit in the Trader’s e-wallet(s).

**“Services”** shall mean the services described in Clause 4 of the present Agreement.

**“Trader”** shall mean an individual or a legal entity, acting under the relevant capacity as a Client, who has registered through a Partner link, completed the Company’s registration procedure, has been approved by the Company, has funded their trading account and performed trading activity (i.e. opened, closed or holds a position of at least 1 trade within the Qualifying Period).

### 3. PARTNERS PROGRAM PARTICIPATION

- 3.1. In order for any physical person or legal entity to become a Partner and be considered by the Company for participation in the Partners Program, that person must:
- A. complete and submit the online application/questionnaire and read and accept online the Terms and Conditions.
  - B. provide sufficient proof of identity documentation and proof of residential address prior to be accepted as a Partner as described in the Company's AML & KYC Policy located on the Partner's Portal and the Company's Website.
- 3.2. The Partner hereby acknowledges and agrees to the terms of this Agreement by completing and submitting the registration form of the Company and clicks on the "Register" button and/or similar buttons or links as may be designated by the Company on the Website. The Partner further acknowledges and agrees that it does not require the Agreement to be signed by either Party in order to be legally binding on them and fully agrees to abide by and to be bound by all the terms and conditions set out in this Agreement as they may apply. Additionally, the Partner and the Company hereby waive their right to the extent permitted by any mandatory law and/or Applicable Law and/or Applicable Rule and/or Regulation in any jurisdiction which requires an original signature (non-electronic) or delivery or retention or non-electronic records.

### 4. SERVICES

- 4.1. The Partner undertakes to provide the following services to the Company (hereinafter the "Services"):
- a) Act as a mediator between the Company and prospective customers and will act as facilitator for the conclusion of agreements between the Company and prospective customers for the provision of the investment services and/or other services provided by the Company.
  - b) Make contact with prospective customers, negotiating the terms of the relevant agreements and ancillary documents to be concluded in relation to the services offered by the Company, and doing all that is necessary in order for the Company and prospective customers to enter into such agreements.
  - c) Introduce to the prospective customers the investment services provided by the Company.
  - d) Undertake work which is required for the completion of a contract for the provision of the investment services between the Company and prospective customers.
  - e) Assist the customers to open an account with the Company and gather all necessary documents but not to act on the customer's behalf.

- f) The Partner shall remain totally independent at all times and will not have any personal interest in the terms of the contracts to be concluded between the Company and prospective customers.

## 5. PARTNER'S RIGHTS AND OBLIGATIONS

### 5.1. The Partner undertakes the following:

- a) He/ She as an individual hereto represents that he or she has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform his or her obligations under this Agreement without the approval or consent of any other party. If the Partner is a company then the person agreeing to this Agreement on behalf of that company hereby represents and warrants that he or she is authorized and lawfully able to bind that company to this Agreement and that the company has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other third party.
- b) The Partner confirms that he/she has obtained all necessary authorizations (including, without limitation, any regulatory or governmental consents, approvals or licenses), if applicable, to enable him/her to enter into this Agreement and perform his/her obligations under this Agreement and he/she undertakes to maintain such authorizations, and consents during the term of this Agreement. The Partner undertakes to submit to the Company, prior to commencing operations under the present Agreement, evidence of all the relevant authorizations, licenses and consents that he/she possesses.
- c) That it is qualified under any applicable regulatory requirements to offer to the Company, the Products and Services mentioned in this Agreement, and that all actions that will be performed by the Partner will comply with the applicable Laws and /or Regulations and/or Directives and/or this Agreement. The Partner hereby acknowledges that is solely responsible for being updated on all matters that are related to the applicable Regulations, Laws and Directives.
- d) To perform his/her obligations under this Agreement and otherwise conduct his/her business and affairs in accordance with such professional and ethical standards as are widely regarded as being best practice and in accordance with any applicable laws or regulations.
- e) To act in good faith and not make any false and/or misleading representations or statements in relation to the Company and/or its affiliated entities or the services provided by the Company and/or its affiliated entities that the Partner knows or ought reasonably to know are likely to prejudice or to bring into disrepute in any manner the Company's and/or its affiliated entities business or reputation or that any of the Company's and/or affiliated entities.
- f) To provide true, complete and accurate information to the Company, as these may be requested from time to time, about the Partner and/or Partner's activities, geography

of leads, blog, website, social media profile and any other information directly and/or indirectly related to the terms of the present Agreement and notify the Company promptly in case of any changes.

g) Upon the commencement of this Agreement, to provide immediately to the Company sufficient proof of ownership of Partner's channels and mediums such as blogs, website and/or social media profile and/or as these may be requested from time to time.

h) That he/she is aware of the contents and understands the Operative Agreements which may be modified from time to time and agrees to operate in accordance with the policies and procedures contained therein.

i) To perform the Services described in this Agreement, the Partner shall bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities related to the said Services.

## 5.2. The Partner shall not:

- a) take and/or assist and/or cause due to any act or omission the association directly and/or indirectly to the Company and/or the Company Products and Services and/or including but not limited to, using any website for unlawful activities, or having any content on his or her website, that is defamatory, violent, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights and shall not link to any such material; or violates any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about the Company or the Company activities and business; or contains software downloads that potentially enable diversions of commission from other Partners in this Partner Program.
- b) use the Promotional Material and/or any other information provided by the Company in order to encourage users of its website and/or Prospective Clients of the Company to entrust the Partner with funds for management and/or to offer in any way investment advisory services to Prospective Clients on behalf of the Company. The Company shall have the right to regularly verify and/or monitor that the Partner does not proceed to any of the actions as stated hereunder and the Partner agrees to such monitoring and provides all the necessary assets upon request within 48 hours or otherwise specified by the Company.
- c) transmit to or in any way, whether directly or indirectly, expose the Company's Website, content, platform and any other of the Company Property to any computer virus or other similarly harmful or malicious material, virus or device.
- d) cause or assist by any act or omission in the creation or design of any website, which explicitly or impliedly resembles the Company's Website and/or leads Prospective Clients to believe the Partner is the Company or any other Partners business.
- e) use or register a domain name or utilize through any search engine activity within any territory, keywords, search terms or any other brand identifiers for its activities with the name of fxgt.com, the Company or any other similar words or phrases which may cause

- f) confusion with the main brand of the Company without the prior written consent of the Company. In addition, URL bidding is also prohibited, Partners must add brand terms as negatives and actively not target the brand through any media platforms settings where applicable. This includes amongst others, but not limited to, PPC, Social media (including videos), mobile networks and display networks. The Company reserves the right to request direct read only access to any paid search account for the purposes of monitoring keyword activity and the change history of an account at any time. Access shall be granted within 24 hours of such a request or as otherwise specified by the Company.
- g) introduce to the Company Prospective Clients from jurisdictions to which the Company does not offer services to. A list of banned jurisdictions is found on [www.fxgt.com](http://www.fxgt.com) or can obtain a copy of this list by contacting [support@fxgt.com](mailto:support@fxgt.com) . As such, the Partner hereby consents and accepts that the Partner shall not be entitled to compensation in the circumstances where such Prospective Clients and/or Qualified Traders are introduced from the above-mentioned jurisdictions.
- h) accept money from Prospective Clients and/or Clients and/or Qualified Traders on behalf of or for the benefit of the Company and/or of its Affiliated Entities or trade on behalf of such;
- i) make any representation or warranty concerning the Company and/or its Affiliated Entities except as authorized by the Company;
- j) In his/her capacity as Partner, incur any liability on behalf of the Company and/or to its Affiliated Entities or in any way pledge or offer credit on behalf of the Company and/or on behalf of its Affiliated Entities or accept or enter into any contract binding upon the Company and/or of its Affiliated Entities.
- k) modify or change the Link or Promotional Materials or any other materials provided by the Company howsoever.

## **6. COMPANY'S RIGHTS AND OBLIGATIONS**

### **6.1. The Company undertakes the following:**

- a) The Company retain the right to refuse registration as a Client to any Prospective Client introduced by the Partner.
- b) The Company shall evaluate the Partner's application in good faith and shall notify the Partner of the Company's acceptance or rejection in a timely manner. If the Partner's application is rejected, for any reason, the Partner may re apply only once the Partner has rectified the issues which lead to such rejection.
- c) The Company shall exercise due skill, care and diligence when entering into, managing or terminating any arrangement with a Partner and may provide the Partners with an appropriate and effective training in relation to the Services provided under this Agreement and the Partners shall be obliged to follow as per the Agreement.



- d) To monitor the Partner's website, blog, social media profile and/or any other websites and/or mediums associated with the Partner as deemed necessary, request the Partner to make amendments as deemed necessary and ensure that:
  - i. it is up-to-date and to notify the Partner of any changes that the Company considers that could enhance Partner's performance, instructions which the Partner is obliged to follow and/or comply with;
  - ii. it does not breach Intellectual Property rights and other proprietary rights of the Company;
  - iii. the content of the Promotional Material is clear, fair and not misleading and includes the relevant risk warnings;
  - iv. it is in compliance with the provisions of this Agreement and/or Operation Agreements;
- e) To maintain registries and/or records with the Partners, their Clients and the activities being carried out under this Agreement.
- f) At its sole discretion has the right to rectify the commission balances, if and when the Company identifies any type of miscalculation that was a result of a technical issues or any other issue.

## 7. COMPENSATION

- 7.1. For the Services rendered under this Agreement, the Partner's compensation is calculated and awarded subject to the Commission Plan (hereinafter the "**Commission Plan**") the Partner qualifies for namely Bronze, Silver, Gold, Platinum and Elite as displayed in the Company's website and as amended from time to time.
- 7.2. The Company may change the terms of the Commission Plan, at any time and at its sole and absolute discretion, including by terminating a certain Commission Plan, by sending such Partner a notice to such effect by e-mail. In the event that the the Partner does not agree to such change, it shall notify the Company by return e-mail within three (3) days of receiving such notice from the Company, and the Agreement shall terminate immediately. In the event the Partner does not notify the Company within three (3) days from the notice, it shall be deemed as an approval by the Partner to such change to the terms of the Commission Plan.
- 7.3. Additionally and for the avoidance of any doubt, the Company reserves the right, in its sole and absolute discretion, to change, modify, add or remove, at any time, any criteria applying to any of the Commission Plan, including without limitation, setting any baseline, threshold, minimum deposits/earnings and/or other requirement(s) for qualifying into the Commission Plan and/or for receiving any fees set forth in this Agreement. Any such change shall be deemed to have effect from the date the changes are posted, in relation to subsequent transactions.

- 7.4. Tailored made agreements and/or additional remuneration arrangements may be applied upon the written agreement between the Parties which shall form an integral part of this Agreement.
- 7.5. Partners are not eligible to receive compensation from:
- trades that were opened and closed in less or equal to 5 minutes.
  - Trades generated using Credit (Bonus). The system automatically identifies the amount of Credit (Bonus) used to execute a trade and deducts the relevant percentage from 0-100% from the Partner's Compensation.
  - his/her own account/s or any account that is suspected to belong to the Partner using a different email address/es, or any other means to deceive the Company.
- 7.6. Partners will be able to request a withdrawal/s through the Partner's Portal, subject to the Available Balance displayed at that given time and provided the Partner's Commission is over one hundred dollars (USD) or USD equivalent and subject to his verification as described in the Company's AML&KYC Policy. Withdrawal/s will be processed within 48 hours after the Commissions are generated and moved in the Available Balance section in the Partner's Portal. The Company reserves the right to void Partner's Commission entitlement and terminate the membership of the Partner's Program if Partner's Commission balance fails to reach five hundred dollars within 3 consecutive calendar months.
- 7.7. The Company will pay Compensation to the Partner based on the payment details registered by the Partner in the Partner Portal. The Partner acknowledges and agrees that it must at the Company's discretion, provide sufficient evidence to the Company to verify that the bank account or destination account is held under the Partner's name. The Company will not be liable for any delays if the Partner has not registered any payments, registered incorrect payment details or failed to provide a proof of bank account ownership as described in the Company's AML&KYC Policy.
- 7.8. It is Partner's sole responsibility to comply with any tax laws and undertakes to pay all tax, money transfer fees, currency conversion fees, and other mandatory payments that apply to the Compensation.
- 7.9. Any indication or suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity and/or violation of the Operative Agreements and/or this Agreement by a Client the Company reserves the right to disconnect such account(s) from the Partner(s) and annul any Compensation previously earned connected to those accounts.

**7.10.** Without prejudice to the foregoing, the Company has the right not to pay to the Partner Compensation as per the Commission Plan he/she is qualified for or the tailored made agreement and/or annul any accrued pay-out and/or other fees and/or terminate the Agreement and/or close any accounts which might be offered from time to time from the Partner's account and/or Partner's Clients' account and/or Trader's account with immediate effect for any of the reasons listed below:

- a) The Company is of the reasonable opinion that any of the transactions entered into or executed by the Qualified Trader under the Operative Agreements, are being opened and closed just for the benefit of earning compensation for the Partner;
- b) Any of the Qualified Traders introduced by the Partner engaged inter alia in some form of abuse or market abuse or market manipulation or collusion or any other form of deceitful or fraudulent trading that may have taken place including but not limited to arbitrage, hedging, registration of multiple accounts under different email addresses, bonus abuse etc.
- c) The Partner acted dishonestly towards a Qualified Trader or a Prospective Client or Client;
- d) The Partner is found in breach of any term of this Agreement and or Operation Agreements and/or any applicable laws, regulations and directives ;
- e) Any Client introduced by the Partner was found to be in breach of the Operation Agreements.
- f) The Partner holds several trading accounts with a different email address/s for the purpose of earning compensation violating the terms of this agreement and/or the Operative Agreements.
- g) If there is reasonable suspicion by the Company that auto-referral activity (that is when the Partner gets Commission from trading operations carried out on Accounts by direct or circumstantial evidence controlled by the Partner; this includes, but is not limited to, use by the Partner and the Qualified Trader of at least two identical IP addresses) is performed by the Partner, the Partner Commission size can be decreased by the Company down to 0%.
- h) If the Partner Account or any other Account managed or controlled by the Partner or any of the Prospective Clients assigned to the Partner is considered by the Company suspicious;
- i) The results of the Qualified Traders transactions are canceled because they were executed at non-market quotations;
- j) The Partner, has failed to provide any document as may be demanded by the Company;**
- k) The Company has been notified by any third party of an alleged infringement of property or rights (e.g. intellectual property rights) by the Partner.**

**7.11.** In case any of the above actions is performed, the Partner hereby irrevocably waives any claim or demand against the Company and/or its Affiliated Entities, its directors, officers,

shareholders, employees or against the Websites in respect of such action taken by Company.

## **8. ADDITIONAL TERMS**

### **8.1. Removal/Transfer of Traders**

- a) Whereas a Trader has communicated to the Company that he/she wishes to be removed and/or transferred and/or unlinked from a Partner, the Company shall, from the date of that communication, cease paying the Partner any Compensation and the Partner shall have no further rights in respect of the unlinked Trader. Under no circumstances shall the Company be liable for any consequences of any such removal from a Partner and/or transfer to another Partner.
- b) In the event a Trader is transferred to another Partner during the Qualifying Period and upon written consent of the Client, the Company shall at their absolute discretion, determine whether any Compensation regarding the Qualifying Period shall be paid and/or to which Partner.
- c) Any indication or suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity relating to the removal and/or transfer of Trader(s) and/or Clients between Partners, shall entitle the Company, to take any action they deem fit and proper in their sole and absolute discretion, including but not limited to the annulment of any Commission and/or termination of this Agreement.

### **8.2. Multi-level Partner Structure:**

The Company offers a multilevel structure of Partners which offers the opportunity to Partners to benefit in more ways. The Company may pay Compensation to Partners in accordance with the Multilevel Partner Structure specifications as indicated on the Company's website as amended from time to time.

### **8.3. The Use of Promotional Material**

- 8.3.1.** If a Partner decides to use advertising materials such as banners, logos, emails etc. to promote and market the Company, then the Partner must use only the Promotional Material provided directly from the Company.
- 8.3.2.** In cases of Promotional Material being prepared by the Partner, the Partner shall provide these Promotional Materials to the Company and shall obtain prior written approval before use of such Promotional Materials. From the moment when such Promotional Materials shall be prepared based on pre-approval as stated before, such Promotional Material shall become a property of the Company. Promotional materials, the same as landing pages and other materials prepared by Partner in due course of this Agreement, must be used only after the Company has granted written approval before they are launched.

**8.3.3.** In the event that the Partner makes use of any marketing material not approved by the Company, the Company shall have the right, without prejudice and in addition to any other right or remedy available to it under this Agreement or applicable law, to immediately block Partner's accounts and deny any Compensation to the Partner. Partner hereby irrevocably waives any claim or demand against the Company, its directors, officers, shareholders, employees in respect of such action taken by Company.

**8.3.4.** The Partner further undertakes the following:

- a) to post on the Partner Site specific warnings and disclaimers in relation to the provision of the Services and Products by the Company;
- b) to add all Company's brand terms as negative keywords in all paid search activities in order to avoid any broad matching issues;
- c) to clearly disclose the relationship between the Partner and the Company, including its Affiliated Entities, if applicable, in any material produced or used by a Partner anywhere, including without limitation blogs, publications and news sites, disclosing both non-financial and financial relationships where applicable.

**8.3.5.** Any Promotional Material developed or created by the Company and placed or used by the Partner, is owned by the Company and, except for the purpose of this Agreement, must not be used by the Partner solely or in conjunction with any third party, without the prior written consent of the Company. The Company reserves the right, at any time, to review the Partner's placement of Promotional Materials for the purpose of the present Agreement and approve its use of the Partner's Links. Further, the Company may require that the Partner changes the placement or use of such Promotional Material in order to comply with the Company's applicable requirements such as:

- a) The Partner's website and/or social network and/or any other medium the Partner is using should have a link directing Prospective Clients to the Company's Website, registration form or a landing page approved by the Company;
- b) The Company's logo, brand name, banners or information could be provided to the Prospective Client only with the prior written approval of the Company;
- c) The Partner is obliged to place in an obvious location on the Partner's website its capacity as a Partner of the Company alongside with the name of the Company and Services to be provided.

The Partner undertakes full responsibility of any legal representation and to pay all relevant fees, costs, expenses and fines in relation to any dispute, claim, action or proceeding

relating to the intellectual property rights of the Company and/or its Affiliated Entities arising whatsoever directly or indirectly out of the Partner's activities,

negligence, willful default or fraud or breach of any of its obligations under this Agreement.

## 9. TRADEMARK AND DATA OWNERSHIP

- 9.1. The Partner acknowledges the Company's exclusive ownership of FXGT.com and FXGT.com trademark and any other registered trademark belonging to the Company (the "Trademarks") and acquires no right, title or interest in or to the Trademarks hereunder. Any and all goodwill associated with the Trademarks will inure exclusively to the benefit of the Company.
- 9.2. The Company may grant to the Partner for the Term of the Agreement a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable right to use and display on the Partner's Site and/or any other medium that the Partners uses the Trademarks in connection with the marketing and promotion of the Products offered by the Company in accordance with the terms and conditions of this Agreement. During the Term, the Partner shall have the right to indicate to the public that it is a Partner of the Company and uses the Trademarks for free for the duration of this Agreement so that the Partner may fulfill his/her obligations under this Agreement.
- 9.3. The Partner shall use the Company's Trademarks solely for the purpose of fulfilling his/her obligations under this Agreement subject to the following:
- a) The Partner may not question, debate or dispute the Company's right to its name and brand name;
  - b) The Partner may not perform any actions that may be considered by the Company as damaging the Company's business nor shall use the Trademark in a manner that would reduce or diminish the reputation, image and distinctiveness of the Company's trademark;
  - c) The Partner undertakes to observe the provisions of any applicable legislation and customary business practices regarding the creation and communication to Prospective Clients Promotional Material in relation to the provision of financial services and to cooperate with the Company to be in compliance with such;
  - d) The Partner undertakes to inform the Company in writing immediately upon the occurrence or prior the occurrence of any instances known to it in which the Company's right to its name, brand name and trademark are disputed or violated.
- 9.4. The Partner is not permitted to use the Company's and/or its Affiliated Entities' trademark in any paid search activity, whether this is in ad text, copy or display URLs without prior written approval by the Company and/or its Affiliated Entities.

- 9.5. The Company may cancel the revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable right to use the Trademarks at any time, at its absolute discretion and without the need to provide any reasons for such cancellation.
- 9.6. Upon termination of the present Agreement, the Partner shall cease from using the trademark of the Company in relation to any service or other use whatsoever.
- 9.7. The Clients introduced by the Partner will be legally contracted with the Company and they will be viewed as being the exclusive intellectual property of the Company, even after the termination of this Agreement. The Company shall be the sole and exclusive owner of the database of names and contact information of all Clients and any other data, including any non-personal information. If in the Company's opinion the Partner either tries to or does make contact with a Client without the Company's prior written approval, the Company shall be entitled to immediately terminate this Agreement and to withhold all commissions owed to the Partner at such time. Further, in the event that the Partner was provided by the Company with written approval to contact or correspond with a client, and thereafter the Company deems that such contact or correspondence is against the interests of Company, the Company shall have the right to revoke the approval previously granted, to terminate this Agreement and to withhold all commissions owing to the Partner at such time. The Partner further agrees to grant the Company access to information reasonably requested by the Company to assess compliance with this clause which may include information relating to the Partner's website traffic.
- 9.8. The Partner shall not, directly or indirectly:
- a) Register or use domains, subdomains, keywords, search terms or other identifiers containing the Company's and/or its Affiliated Entities trademark(s) (a part of the Company's name), the Company's trade names, the Company's name or any words or depictions confoundedly similar to any of the aforementioned in any language or form without the Company's prior written consent;
  - b) Include a similar domain name or any part thereof, or similar variations, translations or misspellings, in the meta tags of any web site code. This includes the meta title, meta keywords or meta description;
  - c) Purchase a similar domain name or any part thereof, or any variations, translations or misspellings thereof, for use in text links, banner ads, pop-up ads or any other type of ad that could be associated with a keyword campaign;
  - d) Use false or misleading advertising and/or promotions or in general false and/or fraudulent methods for attracting Prospective Clients online, launching the search engine and leading the search engine users astray, including, but not limited to the use

- of the Company's website URL with a Partner Link in the contextual advertising systems, knowingly falsely redirecting users to a different website on the Internet;
- e) Publish any marketing and/or promotional material on websites which contain or have links which redirect to websites that violate the rules of law, ethics, and morality;
  - f) Publish advertisements with incorrect and/or misleading information about the services offered or with omissions to the non-disclosure provisions of the risks to the Prospective Client.
  - g) Use malicious software with pop-up advertisements or advertisement-like mailings to email addresses without consent to receive said mailings;
  - h) Purchase and/or use of trademarks and or tradenames which include the word "FXGT.com" in any language;

## 10. CONFIDENTIALITY

- 10.1.** Except as otherwise provided in this Agreement, or as the Company may otherwise consent to in writing, both parties will keep confidential and not disclose, or make any use of, at any time, either during or subsequent to the Partner's relationship with the Company, any trade secrets, formulas, methods, techniques, confidential information, computations, knowledge, data or other information of the Company or the Partner relating to software products, trading platforms, trade routing systems, the Company counterparties or the Partner, processes, know-how, marketing, merchandising, selling ideas, selling concepts or other confidential information, forecasts, marketing plans, strategies, pricing strategies, computer programs, copyrightable materials, finances or other subject matter pertaining to both parties business, or any of its customers, consultants, suppliers or affiliates, which the Partner may produce, use, view or otherwise acquire during its relationship with the Company.
- 10.2.** The Partner acknowledges and agrees that any Confidential Information is given to the Counterparty in confidence, solely to permit the Partner to fulfil its obligations to the Company under this Agreement, and that such information derives actual or potential economic value by virtue of its confidentiality and nondisclosure to the public or other persons who could obtain economic value from their disclosure or use. The Partner shall not, under any circumstances, deliver, reproduce or allow any Confidential Information, or any documentation relating thereto, to be delivered to, or used by, any person or entity whatsoever without specific written consent.
- 10.3.** The Company is the exclusive owner to all of the Company's Intellectual Property and the Partner will not challenge or dispute the Company's ownership of the Company Intellectual Property. The Partner will not do anything or omit to do anything which could detrimentally affect the ownership of the Company's Intellectual Property.
- 10.4.** In the event of the termination of the Partner's status, the Partner shall cease using confidential information which has become known to him or her through the performance of this Agreement and shall return or destroy all such documents or information.



10.5. The rights granted by this section of the Agreement will be in accordance to the Company's Privacy Policy as displayed on the Website and in line with any applicable legislation and/or regulation.

## 11. TERM AND TERMINATION

11.1. This Agreement will take effect upon its execution by both parties on the date stipulate at the end of the Agreement (hereinafter "**the Term**") and shall continue until terminated in accordance with the terms hereof.

11.2. The Company may terminate this Agreement at any time, with or without cause, by giving the Partner 5 days prior written notice by email, except in case where an immediate notice is required to be provided by applicable or if Partner has violated any of the following terms of this Agreement, in which case termination will be effective immediately.

11.3. The Company at its sole discretion may put restrictions and/or immediately terminate the operation of the Partner Accounts and/or any Client's account registered under the Partner and/or to disconnect such account(s) from the Partner(s) and annul any commissions previously earner for any of the following reasons:

- a) If there is any suspicion that the Partner is involved in any illegal/fraudulent transactions;
- b) If there is a suspicion that the Partner or Client violates any of the conditions of this Agreement or any term of the Operative Agreements between the Company and the Partner and/or Partner as a Client and/or Clients registered under the Partner or any other documents concluded between the Partner as a Client or as a Partner with the Company;
- c) The Partner is convicted of a crime or, serious violation of law that bears on their honesty and integrity;
- d) The Company determines that the Partner becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors;
- e) The Company determines, in its sole discretion, that the Partner or prospective clients has committed acts that are inconsistent with the fair, just and equitable principles of trade, the Partner or Clients are non-responsive to the Company requests and the Partner and/or any of the Clients registered under the Partner are using practices which are considered as market abuse practices;
- f) If the Company has cause to believe that the Partner is not putting enough effort into promoting the Company's services and/or his/her performance does not meet the expectations of the Company.
- g) Due to force-majeure circumstances;

- h) Due to regulatory restrictions;
- i) By mutual written agreement of both parties;

**11.4.** In the event that the Partner is also a Client of the Company and any of the aforementioned events occur then the Company may also terminate with immediate effect the Client Agreement between the Company and the Partner as a Client.

**11.5.** Where termination of the Agreement takes place for any other reason except the reasons mentioned in section 11, the Company shall pay commission for all Prospective Clients who became Qualified before the termination date. The Partner shall not be entitled to receive any Commission from any Potential Clients generated after the effective termination date.

**11.6.** Termination of the Partner's status and/or Agreement shall not preclude in any way the Company from subsequently entering into contractual relationships with the Prospective Clients introduced by the Partner.

**11.7.** In case of termination of this Agreement, the Partner will not be allowed to use the Company's name, tradename, brand name, promotional material and/or any other material prepared and belong to the Company.

**11.8.** Upon termination of the Agreement, the Partner is obliged to return to the Company the promotional marketing material, giveaways and/or the Partner shall withdraw such Promotional Material upon termination of the said Agreement.

**11.9.** Termination of this Agreement shall have the effect of termination of the compensation arrangement as set out hereto with immediate effect. Any such termination shall not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination.

## **12. NOTICES**

**12.1.** Unless the contrary is specifically provided in this Agreement, any Written Notice under this Agreement may be made or given by any of the following means:

- a) Email and/or any other means of communication as decided by the Company in its sole discretion;
- b) Published on the Company's Website or within the Company's Partner Portal.

The Partner warrants herein that all contact information disclosed to the Company or the Company in accordance with this Agreement shall be true, correct and accurate. Any attempt by the Company to contact the Partner unsuccessfully due to incorrect

**12.2.** communication data provided (e.g. postal address, email address or fax numbers) by the Partner, shall result to the immediate suspension and/or termination of the Agreement.

**12.3.** Any such Written Notice shall be deemed to have been served:

- a) if sent by email, within one hour after emailing it on business hours;
- b) if posted on the Company's Website or within the Company's Partner Portal, within one hour after it has been posted.

**12.4.** For the purposes of this clause, "business hours" mean between 9:00 and 17:00 GMT+3 on a Business Day (Monday - Friday).

### **13. INDEMNITY AND LIMITATION OF LIABILITY**

**13.1.** The Company shall not be liable to the Partner with respect to any subject matter of this Agreement under any contract, negligence, tort, strict liability, or other legal or equitable principle for any indirect, incidental, consequential, special, general, exemplary damages, proceedings, costs, damages, expenses (including legal fees), willful default, fraud or breach of its obligation under this Agreement (including without limitation, loss of revenue or goodwill, or anticipated profits or lost business) even if the Company have been advised of the possibility of such damages and the Company may deduct any amount to indemnify the Company and/or its affiliated entities from any outstanding Partner Commission. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall the Company's cumulative liability to the Partner arising out of or related to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total commission fees paid to the Partner under this Agreement.

**13.2.** The Company makes no express or implied representations or warranties regarding the Company's Services and Website or the products or services provided therein, any implied warranties of the Company ability, fitness for a particular purpose, and non-infringement are expressly disclaimed and excluded. In addition, the Company make no representation that the operation of the Company's Website shall be uninterrupted or error free, and we shall not be liable for the consequences of any interruptions or errors.

**13.3.** The Partner hereby agrees to indemnify and hold harmless the Company, their Affiliated Entities and, directors, officers, employees, agents, shareholders, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of the breach of the Terms and Conditions of the present Agreement and/or any Operational Agreements and/or are based on any claim of:

- a) the Company's use of the Partner trademarks infringes on any trademark, trade name, brand name, service mark, copyright, license, intellectual property, or other proprietary right of any third party;
- b) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the Partner herein; or
- c) any claim related to the Partner's site, including, without limitation, content therein not attributable to the Company.

**13.4.** Upon notice from the Company, the Partner will promptly pay to the Company any amount owed to the Company under this paragraph. If the Partner fails to make such payment, the Company, by action of an officer, will be entitled to collect any such amount by any available means, including but not be limited to charging any proprietary account of the Partner or offsetting any amount owed to the Partner by the Company. The Company is authorized to transfer, use, apply, sell, re-hypothecate or draw upon, as the case may be, any of the funds, securities or property in any proprietary account of the Partner whenever the Company deems it necessary to pay or satisfy amounts owed to it under this Agreement or any other agreement with the Partner. Further, the Company is authorized to withhold all commissions earned and payable to the Partner to the extent of any deficits in any and all accounts that the Partner has introduced to the Company. The rights described in this paragraph are in addition to all other rights and remedies available to the Company under this Agreement.

**13.5.** The Affiliate further agrees that, if any person or entity has instituted a claim, suit, action, arbitration or other proceeding against the Company and/or any Affiliated Entities, or threatened to do so, or the Company, in its reasonable judgment, believes may be instituted or threatened, which proceeding reasonably could expose the Company and/or any other Affiliated Entities to any potential liability, loss, cost, or expense which is the obligation of the Partner under this Agreement, the Company is authorized to withhold an amount equal to the amount of any such claim from any amounts owed to the Partner or from any other funds, securities or other property owned by the Partner on deposit with the Company for any purpose (including, without limitation, funds, securities or other property in any proprietary account of the Partner) until such has been fully resolved to the satisfaction of the Company. However, in the event that the intends to withhold the amount of any potential liability, loss, cost or expense as set forth above, the Company will notify the Partner of the amount to be withheld and the nature of the claim, and the Partner may participate in defense of the claim through counsel chosen by it at its own expense.

## **14. ENTIRE AGREEMENT**

This Agreement, together with any documents, appendices, schedules referred to in it, constitutes the whole agreement between the Parties relating to its subject matter and

**14.1.** supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

## **15. SEVERABILITY**

**15.1.** Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law or any regulator, that part shall be deemed to have been excluded from this Agreement from the beginning, and this Agreement shall be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

## **16. ASSIGNMENT**

**16.1.** The Company may at any time assign to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing at least five (5) Business Days prior written notice to the Partner. This may be done, without limitation, in the event of merger or acquisition of the Company with a third party, reorganization of the Company, upcoming winding up of the Company, or sale or transfer of all or part of the business or the assets of the Company to a third party. It is agreed and understood that in the event of transfer, assignment or novation as described in the present paragraph, the Company shall have the right to disclose and/or transfer all Partner related information (including without limitation personal data, recording, correspondence, due diligence and identification documents, files and records etc) transfer the Partner Account and any money maintained in such Partner Account.

**16.2.** The Partner may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Partner's rights or obligations under the Agreement without prior written consent of the Company and the Clients that are being transferred to the third party.

## **17. WAIVER**

**17.1.** No failure to exercise, nor any delay in the exercise, by either party to this Agreement of any right, power, privilege or remedy under this Agreement or any applicable law shall impair, or operate as a waiver by the Company of such right, power, privilege or remedy.

## **18. GOVERNING LAW**

**18.1.** This Agreement shall be governed by the Laws of the Republic of Seychelles without giving effect to its conflict of Law principles. The Partner hereby irrevocably agrees that the Courts of the Republic of Seychelles shall have exclusive jurisdiction and accordingly submits to the jurisdiction of the Courts in relation to any matter arising in connection with this Agreement (including regarding its existence). If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be construed, as nearly as possible, to reflect the original provision and the other provisions remain in full force and effect.

## **19. MISCELLANEOUS**

**19.1.** Nothing in this Agreement is intended to or shall be deemed to establish any partnership or agency or franchise or sales representative or joint venture between the Company and the Partner, constitute either the Company or the Partner an agent of each other or of any other third party, nor authorize the Partner to make or enter into any commitments and/or create any liability for and on behalf of the Company.

**19.2.** In the event that a situation arises that is not covered under this Agreement, the Company shall resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.