Partnership Agreement

THIS PARTNERSHIP AGREEMENT is entered by and between:

A. **GT Global Ltd** a company registered in Seychelles, with registration number 8421720-1 and its registered address on Suite 18, Third Floor, Vairam Building, Providence, Mahe, Seychelles acting with the brand name **FXGT.com**, and operating under the website www.fxgt.com , and any of its designated and permitted successors (the "**Company**"); and

B. The individual and/or legal person who has completed the Application to become a Partner and acknowledges this Agreement (the "**Partner**").

At the date this Agreement is acknowledged by the Partner.

The Company and the Partner shall hereinafter refer to individually as the "**Party**" and collectively as the "**Parties**", respectively.

WHEREAS:

This Partnership Agreement, its appendices, as well as the terms and conditions expressly set out below and those incorporated herein by reference and/or as otherwise agreed in other medium with the Company, and any other legal document or written acknowledgment as determined by the Company, and as amended from time to time, constitute the entire Agreement that sets out the complete terms and conditions to apply for an affiliation to the Company's Partner Program (the "**Agreement**"), and by acknowledging this Agreement, the Partner agrees to be bound by the Agreement.

IT IS HEREBY AGREED, AS FOLLOWS:

1. Interpretation Of Terms

1.1. 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 Client when it completes an account application and is approved by the Company.
"Active Client and/or Active Trader"	shall mean any Client and/or Trader who: **(i)** has been a Qualified Trader as per the provisions of this Agreement and **(ii)** funded their trading account(s) and completed a trade (by closing a trading position), within the last 30 days.
"Partner"	shall mean the individual and/or legal person who acknowledged the Agreement and was granted the authority by the Company to act on its behalf specifically and solely for the purposes of this Agreement.

"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.
"Available Balance"	Shall mean the total balance of the Partner's eWallets that is eligible for withdrawal of transfer. The displayed amount is the total combined eligible amount of all the eWallets, converted to the equivalent amount in the selected display currency using the live rate.
"Client"	shall mean any person, either an individual and/or a legal entity who was introduced by the Partner to the Company and with whom the Company enters into a Client Agreement.
"Client Agreement"	shall mean the written agreement between the introduced Client and the Company (*which sets out the terms and conditions on which the introduced 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 "FXGT.com"	shall mean **GT Global Ltd** operating under the website www.fxgt.com.
"Company's Website"	shall mean the website 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 6** herein and any other fees, commissions, charges and/or applicable to this Agreement, as may be determined by the Company from time to time.
"Confidential Information"	shall mean all information of confidential nature in any and all media disclosed by the Company to the Partner including, without limitation the terms of the Agreement (*including any other arrangements agreed with the Company from time to time*), and/or any information incidental and/or related thereto with the business of the Company, 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.
"Cost Per Acquisition" or "CPA"	shall mean the remuneration scheme, as indicated under **Clause 6** and /or as amended from time to time by the Company. It is further clarified that CPA does not cover nor otherwise include clicks, impressions, and views a Partner can offer but the actual deposit and trade activity of the Clients and/or Qualified Traders.
"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 the Partner's activities, including the Clients and/or Qualified 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, including the Client Agreement, as these may be amended from time to time. Operative Agreements consist of the legal documents, as these may be found in the Company's website www.fxgt.com and may be amended from time to time.
"Partner Link"	shall mean the unique link and/or personalized ID which is used to identify Partner activities and Clients and/or Qualified Traders.
"Partner Portal"	shall mean the secure account Partner interface area (or backend) on the Company's Website where all Partners can login in order to view all their data, get Partner links, view statistics, complete/update their payment profile and access promotional tools.
"Partner Program"	shall mean the Company's Partner Program.
"Products and Services"	shall mean all and any trading financial instruments offered by the Company, and/or the investment or ancillary services offered by the Company as these may be 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 purposes of the present Agreement. Promotional materials include, but are 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 fulfills all the below conditions: ▪ has never been registered as a Client of the Company before the introduction by the Partner. ▪ has not been introduced by the Company by any other Partner and/or any other person. ▪ has successfully completed the registration / onboarding process of the Company. ▪ has opened a live trading account with the Company. ▪ has 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) calendar days period. For the avoidance of any doubt, and for the Partner to be eligible to receive payments under this Agreement, the conditions specified under **Clause 6** of this Agreement, and /or any other terms the Company may introduce for time to time shall be satisfied.
"Qualifying Period"	shall mean a 30 (thirty) calendar days period, starting from the day of a Qualifying Trader's first deposit.
"Rebates Scheme"	The Rebates Scheme cover the commission plans of the Company, namely Bronze, Silver, Gold, Platinum and Elite, and/or any other and/or as otherwise that may be decided and determined by the Company from time to time and/or as displayed on the Company's Website and/or as otherwise provided by the Company to the Partner, as such may be amended at the discretion of the Company from time to time.
"Services"	shall mean the services described in **Clause 3** 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*).

1.2. Additionally, the Partner acknowledges and agrees that the Portal Glossary shall be duly effective during the term of this Agreement, and that any conflict that may arise shall be decided solely on the discretion of the Company.

2. Partners Program Participation

2.1. In order to participate in the Partners Program, any individual or legal entity shall perform the following:

A. complete and submit the Company's Application.
B. provide sufficient proof of identity documentation and proof of residential address prior to being accepted as a Partner as described in the Company's AML & KYC Policy located on the Partner's Portal and the Company's Website.
C. Acknowledge and accept this Agreement.

The Partner must accept all the terms and conditions contained in this Agreement without any amendments, which include all the terms expressly set out below, and those incorporated herein by reference and/or otherwise agreed in writing with the Company, before he/she becomes a Partner of the Company.

2.2. The Partner hereby acknowledges that by entering into this Agreement, and by acknowledging this Agreement, that the Partner approves this Agreement and is entering into a legally binding contract and fully agrees to abide by and to be bound by all the terms and conditions set out in this Agreement and/or otherwise, as such terms may be applied from time to time from the Company.

2.3. 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 terms and conditions set out in this Agreement, including terms and conditions incorporated into this Agreement by reference from time to time. Additionally, the Partner hereby waives any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery of non-electronic records, to the extent permitted under any applicable law and/or applicable rule and/or regulation in any jurisdiction.

3. Services

3.1. The Partner undertakes to provide the following services to the Company (hereinafter the "**Services**"):

a) Act as a mediator between the Company and Prospective Clients and will act as facilitator for the conclusion of agreements between the Company and Prospective Clients for the provision of the investment services and/or other services provided by the Company.
b) Make contact with Prospective Clients, 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 Clients to enter into such agreements.
c) Introduce to the Prospective Clients the investment services and/or products provided by the Company.

d) Undertake work which is required for the completion of a contract for the provision of investment services between the Company and Prospective Clients.

e) Assist the Prospective Clients to open an account with the Company and gather all necessary documents but **not** to act on the Prospective Clients' 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 Clients.

g) Provide any other additional services that may be instructed by the Company and agreed in writing in any medium between the Partner and the Company from time to time during the Term of this Agreement.

4. Partner's Representations & Warranties

4.1. The Partner undertakes the following:

a) He/ She as an individual hereto represents that he/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/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/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 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 the collaboration between the Parties 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 including without limitation blogs, website and/or social media profile and/or as these may be requested from time to time by the Company.

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 and/or any other Services agreed with the Company in writing from time to time during the term of this Agreement, and to follow the Company's instructions that may be provided from time to time.

j) The Partner shall bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities related to such Services.

4.2. 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 his/her Partners 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 Partner's 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* or any other similar

name, the Company or any other similar words or phrases which may cause confusion with the main brand of the Company, unless the Company has given its explicit written consent for actions of the Partner. 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.

f) 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 or can obtain a copy of this list by contacting 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 Clients and/or Qualified Traders are introduced from the above-mentioned jurisdictions.

g) 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.

h) make any representation or warranty concerning the Company and/or its Affiliated Entities except as authorized in writing by the Company.

i) In his/her capacity as a 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.

j) modify or change the Links or Promotional Materials or any other materials provided by the Company howsoever.

k) proceed with any action and/or act in a certain manner that it is considered by the Company at its sole discretion as a violation of the terms of this Agreement and/or the applicable laws and regulations, as may be amended from time to time.

4.3. The Partner acknowledges and agrees that any attempted participation or violation of this **Clause 4** is a material breach of this Agreement and that the Company may pursue, at the Company's sole discretion, any and all applicable laws and regulations, statuses, ordinances, and other applicable regulations, including the immediate termination of this Agreement and the withholding of any funds to be paid to the Partner, and the reclaiming of any funds already paid to the Partner.

5. Company's Rights & Obligations

5.1. The Company undertakes the following:

a) The Company retains the right at its sole discretion 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 Partner with an appropriate and effective training in relation to the Services provided under this Agreement and the Partner shall be obliged to follow such 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/or Qualified Traders 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 and/or considers that there is any type of miscalculation that was a result of a technical issue, or any other issue.

g) At its sole discretion has the right to refuse payments to be made under this Agreement to the Partner if it suspects and/or if it identifies any fraudulent actions and/or behavior by the Partner.

6. Compensation

6.1. For the Services rendered under this Agreement, the Partner's compensation shall be calculated and awarded based on the remuneration scheme that it will apply for each Partner by default, namely the Rebates Scheme as this is described on the Company's Website and/or in any other written medium provided by the Company to the Partner from time to time and/or as amended from time to time (the "**Default Remuneration Scheme**"), unless otherwise is agreed in writing with the Company (*namely the application of the Costs per Acquisition Scheme and/or any other remuneration arrangement that was agreed in any writing medium with the Company and the Partner*), hereinafter collectively referred to as the "**Remuneration Scheme**"). It is further clarified that tailored-made agreements and/or additional remuneration arrangements may be applied upon the written agreement or other written arrangement in any medium between the Parties which shall form an integral part of this Agreement for the Services offered. For the avoidance of doubt, the Partner acknowledges and agrees that it is their sole responsibility to regularly review the Company's Website and/or Partner Portal for updates.

Amendments shall be binding on the Partner from the time of publication, irrespective of whether the Partner has reviewed them.

6.2. The Company is entitled at any time and at its sole and absolute discretion to amend and/or otherwise change any of the terms and/or factors and/or criteria applicable to the Remuneration Scheme, by posting such changes to the Company's Website and/or the Partner Portal, by notifying the Partner in any medium, and/or the changes are posted on any medium by the Company (the "**Amendments**").

In the event that the Partner does not agree to the Amendments, he/she shall notify the Company by return e-mail or by any other written medium within three (3) days of receiving such notice from the Company or from the date the Amendments are performed by the Company on any medium, and the Agreement shall be terminated immediately. In the event the Partner does not notify the Company within three (3) days from the performance of the Amendments, it shall be deemed as an approval by the Partner to such change to the terms of payment, and it shall be deemed that the Partner has been notified, accordingly.

6.3. For the purposes of the Agreement herein, it is clarified that in order for a Partner to be entitled to receive rebates as per the Rebates Scheme, three (3) or more Active Clients need to be registered under the Partner's account.

6.4. The Partner shall not be eligible to receive compensation in case where the Rebates Scheme is applicable for them in case where:

- 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.

6.5. In respect to the Rebates Scheme, the Partner 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 (100) one hundred dollars (USD) or USD equivalent and subject to his verification as described in the Company's AML&KYC Policy. The Company reserves the right, at its sole discretion, to modify the minimum withdrawal amount in response to changes in the market. The Company may, at its sole discretion, choose to inform Affiliates of significant changes through various communication channels including but not limited to email, in-platform notifications, or website announcements, the Affiliate acknowledges and agrees that the absence of such communication does not invalidate or delay the implementation of the modified minimum withdrawal amount. Withdrawal/s will be processed within 24 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 the Partner's commission entitlement and terminate the membership of the Partner's Program if the Partner's commission balance fails to reach (500) five hundred dollars within (3) three consecutive calendar months.

6.6. In case where the Costs per Acquisition Scheme is applicable to the Partner, the Partner acknowledges and agrees that the required calculations and/or payments will be made on a monthly basis based on the Term of this Agreement, except where otherwise is agreed with the Partner. It is further clarified that the final decision for the eligibility of a Cost per Acquisition payment will be at the sole discretion of the Company.

6.7. The Company will pay the relevant compensation to the Partner based on the payment details registered by the Partner in the Partner's 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 or errors occurred if the Partner has not registered any payments, registered incorrect payment details or failed to provide a proof of bank account ownership or destination account as described in the Company's AML&KYC Policy. The Company shall bear no liability whatsoever for any delays, errors, or failed payments arising out of inaccurate, incomplete, or fraudulent payment details provided by the Partner.

6.8. The Partner acknowledges and agrees that it will not be eligible to receive any compensation for individuals and/or entities registered for the Company's services and/or activities prior to the date of the registration and finalization of the registration of the Prospective Client to the Company and/or any Prospective Clients and/or Clients that have been introduced to the Company by another Partner and/or other person.

6.9. The Company has the discretion and reserves the right not to accept any Client introduced by the Partner and hence, the Company has no responsibility whatsoever for any such rejection. If the Company has rejected any Client introduced for any reason, the Partner acknowledges and agrees that the Partner shall not be entitled to a relevant compensation, as this is determined in this Agreement, for such a Client.

6.10. Without prejudice to any other clauses of this Agreement, if the Company suspects and/or determines in any way that the Partner abuses the Remuneration Scheme in any way and/or violates the terms and conditions of the Remuneration Scheme, the Company shall proceed immediately with a termination of this Agreement and/or any other actions that may deem fit under the circumstances, including annulment of any payments performed to the Partner as per the terms of this Agreement. The Partner further acknowledges and agrees that the Company in its sole discretion may withhold any payment of any outstanding amount and/or reclaim any related amount paid as per the terms of this Agreement from the Partner, in the event where the Company will suspect and/or consider that the Partner has created false accounts with the Company for the purpose of generating commission and/or abuse in any way and/or in any way manipulated the provisions of this Agreement whatsoever. The Company reserves the right to reclaim and/or set off against any future payments any compensation already paid to the Partner in relation to such Clients.

6.11. Additionally, and without prejudice, 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 Client(s), the Company reserves the right to disconnect such account(s) from the Partner(s) and annul any compensation previously earned connected to those accounts of the Client(s). Without prejudice to Clause 11 (Indemnity), the Partner shall be liable for, and shall indemnify the Company against, any losses, damages, or claims arising out of such misconduct.

6.12. Without prejudice to the foregoing and without prejudice of **Clause 10,** the Company has the right not to pay to the Partner any compensation as per the Remuneration Scheme and/or proceed with an annulment of any accrued pay-out and/or cancel and/or suspend any other related payments and/or other fees and/or reclaim any funds paid to the Partner and/or proceed with an immediate termination of this Agreement and/or close any accounts which may be connected and/or offered from time to time from the Partner's account and/or the Partner's connected Clients' account and /or disconnect Client(s) from the Partner's account and/or perform

any other action that may be deemed fit under the circumstances, for any of the below non-exhaustive list of reasons:

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 are 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 and/or presented false and/or misleading information regarding the Company.

d) The Partner is found in breach of any term of this Agreement and/or Operative Agreements and/or any applicable laws, regulations and directives.

e) Any Client introduced by the Partner was found to be in breach of the Operative Agreements.

f) The Partner and/or the Client(s) introduced hold 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's 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 and/or information as may be demanded by the Company from time to time.

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.

l) The Company at its sole discretion suspects or determines that the Partner performs actions in bad faith, and/or any of the actions of the Partner under this Agreement are derived from activities related, directly or indirectly, to fraudulent or abusive or illegal or deceptive practices and/or any other actions with a purpose to abuse the terms of the Agreement and/or the Remuneration Scheme.

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, including without limitation, its directors, officers, shareholders, employees or against the Company's Website in respect of such action taken by Company.

6.13. 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 Remuneration Scheme and the relevant payments performed.

6.14. The Partner's commissions shall be subject to a clearance and validation period of up to twenty-four (24) hours (or longer, at the Company's sole discretion) before becoming available for any distribution to Clients. The Company reserves the right to delay or deny any rebate payment where fraud, abuse, error, or breach of this Agreement is suspected at the Company's sole discretion.

7. Additional Terms

7.1. Removal/Transfer of Clients

a) Whereas a Client 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 relevant compensation as per the terms of this Agreement and the Partner shall have no further rights in respect of the unlinked Client. Under no circumstances shall the Company be liable for any consequences of any such removal from one Partner and/or transfer to another Partner.

b) In the event a Client 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 relevant 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 Clients between Partner, 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 compensation and/or other fees paid as per this Agreement and/or immediate termination of this Agreement.

d) The Partner acknowledges and agrees that the Company has the right to exclude and/or remove a Client from the Partner's Account in case where the Client has not funded and/or deposited his account within thirty (30) days from the registration of the Client's trading account with the Company.

7.2. 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 and/or as agreed specifically with the Company.

7.3. The Use of Promotional Material

a) 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.

b) It is imperative that all Partners engaged in the promotion of the Company's Products and Services strictly adhere to the guidelines detailed in **Appendix A** and form an integral part of the present Agreement which the Partner acknowledges and agrees to follow. These guidelines have been formulated to ensure a cohesive and standardized representation of the Company's brand, fostering a consistent and positive image.

c) In case 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 property of the Company. Promotional materials, the same as landing pages and other materials prepared by Partner in due course of this Agreement and/or the collaboration with the Company, must be used only after the Company has granted written approval before they are launched.

d) 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 and/or proceed with an immediate termination of this Agreement and/or reclaim any funds paid to the Partner. The Partner hereby irrevocably waives any claim or demand against the Company, including without limitation, its directors, officers, shareholders, employees in respect of such action taken by the Company.

e) The Partner further undertakes the following:

- to post on the Partner website and/or any other medium the Partner is using specific warnings and disclaimers in relation to the provision of the Products and Services by the Company.
- to add all Company's brand terms as negative keywords in all paid search activities in order to avoid any broad matching issues.
- 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.
- to proceed with any other action as may be instructed by the Company from time to time.

f) 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:

- 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.

- The Company's logo, brand name, banners or information could be provided to the Prospective Client only with prior written approval of the Company.
- The Partner is obliged to place in an obvious location on the Partner's website and/or any other medium the Partner is using 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.

8. TRADEMARK AND DATA OWNERSHIP

8.1. The Partner acknowledges the Company's exclusive ownership of the FXGT.com trademark and any other registered trademark and/or tradenames and/or business names and/or intellectual property rights belonging to the Company and/or its Affiliated Entities (collectively referred as 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.

8.2. 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 website and/or any other medium that the Partner uses the Trademarks in connection with the marketing and promotion of the Products and Services 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 an 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.

8.3. 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, its brand name and/or its Trademarks.

b) The Partner may not perform any actions that may be considered by the Company as damaging to the Company's business nor shall use the Trademarks 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 to the occurrence of any instances known to it in which the Company's right to its name, brand name and trademark is disputed or violated.

8.4. The Partner is not permitted to use the Company's and/or its Affiliated Entities' Trademarks 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.

8.5. 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.

8.6. Upon termination of the present Agreement, the Partner shall cease from using the Trademarks in relation to any service or other use whatsoever.

8.7. 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 and/or other fees 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 without limitation information relating to the Partner's website and/or other medium the Partner uses traffic.

8.8. 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" and/or “FXGT” in any language.

9. CONFIDENTIALITY

9.1. 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 Partners, which the Partner may produce, use, view or otherwise acquire during its relationship with the Company.

9.2. The Partner acknowledges and agrees that any Confidential Information is given to the Partner 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 non-disclosure 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.

9.3. 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.

9.4. 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. The obligations of confidentiality shall be deemed to survive the termination of this Agreement.

9.5. The Partner hereby expressly acknowledges, agrees and undertakes that shall comply at all times with all applicable laws and regulations pertaining to the safeguarding and/or processing of personal data.

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

9.7. In case the Company suspects and / or determines at its sole discretion that the Partner breached and/or acted in violation of this Clause, the Company may proceed to an immediate termination of this Agreement and/or annul any payments to be made to the Partner under this Agreement and/or take any other action deems fit under the circumstances.

10. TERM AND TERMINATION

10.1. This Agreement will take effect once it is acknowledged by the Partner and the Company's Application is approved by the Company and shall continue until terminated in accordance with the terms and conditions of this Agreement (the "**Term**").

10.2. Without prejudice to any other related clauses under this Agreement, this Agreement may be terminated and/or expired at the timeframe specified and/or agreed by the Company in any medium with the Partner. Under this case, the Partner shall have no claim and/or otherwise against the Company, and the Partner hereby irrevocably waives any claim or demand against the Company, including without limitation, its directors, officers, shareholders, employees, in respect of such action taken by Company.

10.3. Additionally, and without prejudice to any other related clauses under this Agreement, the Company may terminate this Agreement at any time, immediately, with or without cause. It is clarified that the Company may terminate this Agreement without providing the reasons of termination to the Partner, and without being required to provide a written notice of termination to the Partner. Under this case, the Partner shall have no claim and/or otherwise against the Company, and the Partner hereby irrevocably waives any claim or demand against the Company, including without limitation, its directors, officers, shareholders, employees, in respect of such action taken by Company. Such termination will be at the sole discretion of the Company.

10.4. Without prejudice of **Clause 10.3**., the Company shall reserve the right to terminate and/or suspend immediately without notice, this Agreement and/or any rights of the Partner that may fall under this Agreement, where *inter alia*, this is required in line with the applicable laws and regulations and/or where the Partner has violated any of the terms of this Agreement and/or where the Company suspects and/or determines in its sole discretion that the Partner acted in violation of this Agreement and/or has acted in contrast with the Company's benefits and/or due to any malpractice and/or breach and/or failure and/or to any other significant event on the part of the Partner. Any such termination shall be decided strictly on the sole discretion of the Company. Under an immediate termination, the Company shall be entitled to proceed with any follow-up actions including without limitation the immediate termination of the operation of the Partner Account and/or the annulment of any previously earned commissions and/or remuneration received.

10.5. Without prejudice of the **Clause 10.4**., the Company at its sole discretion may put restrictions and/or immediately terminate the operation of the Partner Account(s) 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 earned and/or proceed with any other action as deemed fit under the circumstances, 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 and/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 and/or suspects 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) If the Company suspects and/or determines at its sole discretion that the Partner has acted in a fraudulent manner and/or in an unacceptable manner and/or has breached any of the provisions of this Agreement.

h) Due to force-majeure circumstances.

i) Due to regulatory restrictions.

j) By mutual written agreement of both parties.

10.6. In the event that the Partner is also a Client of the Company and any of the aforementioned events of this Clause 10 occur then the Company reserves the right to also terminate with immediate effect the Client Agreement between the Company and the Partner as a Client.

10.7. Where termination of the Agreement takes place for any other reason except the reasons mentioned in **Clause 10** and/or **Clause 6.12**, the Company may, without being obliged to pay commission for all Prospective Clients who became Qualified before the termination date. The Partner shall not be entitled to receive any remuneration and/or fees from any Prospective Clients generated after the effective termination date.

10.8. 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.

10.9. 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 the Trademarks and/or any other material prepared and belong to the Company.

10.10. Upon termination of the Agreement, the Partner is obliged to return to the Company the Promotional Material, giveaways and/or the Partner shall withdraw immediately such Promotional Material upon termination of the said Agreement.

10.11. 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.

11. NOTICES

11.1. The Partner warrants herein that all contact information disclosed to the Company as part of the affiliation 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 communication data provided (for example postal address, email address or fax numbers) by the Partner, shall result to the immediate suspension and/or termination of the Agreement.

11.2. 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.

11.3. Any such Written Notice shall be deemed to have been served and that the Partner has been duly notified:

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.

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

12. INDEMNITY AND LIMITATION OF LIABILITY

12.1. 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 direct, 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 compensation. 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.

12.2. The Company makes no express or implied representations or warranties regarding the Company's Products and Services and Company's 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 the Company shall not be liable for the consequences of any interruptions or errors.

12.3. The Partner hereby agrees to indemnify and hold harmless the Company, their Affiliated Entities, including without limitation, its 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 the behavior of the Partner and/or are based on any claim of (*including but not limited to*):

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.

c) any claim related to the Partner's site, including, without limitation, content therein not attributable to the Company.

12.4. Upon notice from the Company, the Partner will promptly pay to the Company any amount owed to the Company under this Clause. 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 Clause are in addition to all other rights and remedies available to the Company under this Agreement.

12.5. The Partner 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.

13. ENTIRE AGREEMENT

This Agreement, together with any documents, appendices, schedules referred to in it, and/or other written arrangements between the Parties that may be in place from time to time during the Term constitute the whole agreement between the Parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

14. SEVERABILITY

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.

15. ASSIGNMENT

15.1. 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.

15.2. 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.

16. WAIVER

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.

17. GOVERNING LAW

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.

18. MISCELLANEOUS

18.1. 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 pay, nor authorize the Partner to make or enter into any commitments and/or create any liability for and on behalf of the Company.

18.2. 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.

18.3. The official language of this Agreement shall be the English language and such version shall prevail of any translation thereof.

Appendix A

PARTNERS' MARKETING GUIDELINES

Marketing within compliance standards protects your clients, your business and the Company. Informing clients of the risks involved in the financial investments market, helps to insulate your business and the Company from liability due to a loss in these volatile markets.

The following guidelines will assist on the proper creation and distribution of your marketing materials to the public.

DOs

- Material shall be at all times fair, clear and accurate.

- Content shall be sufficient and presented in a way that is likely to be understood by the average consumer to whom it is addressed.

- Use of appropriate Risk Disclaimers (please see below)

- If you are using past results always mention "Past performance is not an indication for future results".

- Present opportunities and risks in a balanced manner.

DONTs

- NOT to provide misleading information

- NOT to display unrealistic expectations
(for example: "Turn 10.000 to 40.000" OR "Trading is simple and easy" are not allowed)

- NOT to emphasize on profits and benefits and/or guarantee or promise profits or guarantee against losses

- NOT contain absolute statements
(for example statements like: "Trade with the biggest company" or Trading will make you rich")

- NOT disguise, diminish or obscure important items, statements or warnings

- NOT "glamorize" trading by using pictures of excessive wealth or money

- NOT make promises that cannot be backed up with the appropriate supporting evidence

- AVOID statements of opinion (IF opinion statements are used, always use "This is not an investment advice")

EXAMPLES

A. Reference to wealth/profits

DO – Learn to trade successfully

DON'T – Learn how to make 5000USD per day

B. Trade Advice

DO – Trade gold, the price is moving

DON'T – Buy gold today, the price is moving

C. General references

DO – use "easy" in relation to the platform usage and tools of the Company

DON'T – use "easy" or "simple" in relation to trading

DO – use "security" if you are referring to the IT systems of the Company or banking solutions

DON'T – use "secure trading" or the "ability to trade safely"

RISK DISCLAIMERS

Marketing material must include adequate and appropriate Risk Disclaimers depending on the reference made and marketing material presented.

Material types used for Marketing:

- Online Banners
- Mailers
- Brochures
- Social Media posts
- Presentations/Webinars/Articles
- Giveaways
- Promotions
- Websites/Landing pages

Examples of Disclaimers

1. Disclaimer on online banners/posts/images with words on ALL social media (i.e. Linkedin, Instagram, FB, Telegram) should include the following disclaimers:

- In all cases where there is a mention *Trading carries a risk of loss.
- In cases where there is reference to promotions, bonus and/or giveaways. *T&Cs apply. Trading carries a risk of loss.
- In cases where there is reference to market updates, market insights, opinions etc. *This is not an investment advice. Trading carries a risk of loss.

*** In cases where a post contains all the above then there should be a combination of all 3 disclaimers.
e.g., A post for a giveaway that offers educational seminars to the winners should contain the following disclaimer → *T&Cs apply. This is not an investment advice. Trading carries a risk of loss.

BRANDS/TRADEMARKS

- You should only use our logos specifically for the purposes of our business relationship.
- You should only use our banners as provided in the Partner's portal.
- DON'T use our logos as part of your property.
- DON'T imitate our branding or use similar logos to confuse the public.
- DON'T giveaway merchandise items (pens, hats, shirts) with the Company's logos unless prior agreed with the Company
- DON'T set up domain names or social networking profiles/pages with the intention to impersonate the Company.

By acknowledging and agreeing to this Agreement, the Partner acknowledges and agrees that the Partner will be responsible for (a) complying with all laws of the jurisdictions where the services and/or marketing material is provided, and (b) for complying with, among other things, local registration statutes, if applicable, and any other law of the state and/or country of domicile that are applicable to the business contemplated between the Partner and the Company.

Additionally, the Partner attests and confirms that all promotional materials, marketing materials, websites and social media pages are prepared and disseminated to the public in adherence with the rules laid out by the Company as set out above and any deviation from these guidelines is strictly prohibited subject to a possible termination of the business relationship.

By pressing the 'Accept' button, the partner acknowledges that they have read, understood, and agree to the terms and conditions set forth in this Agreement. The partner's action of pressing 'Accept' constitutes their acceptance and acknowledgment of the Agreement.