



**AFFILIATE  
AGREEMENT**

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**THIS Affiliate Agreement** (the “**Agreement**”) is made and entered into by and between Notesco Limited (the “**Company**”) on the one part and the individual or entity which applies for the Affiliate Program (the “**Program**”) on the other part. The Company and the Affiliate may herein be referred to as the “**Parties**”.

**IT IS AGREED:****1. Definitions of terms**

- Account:** The uniquely assigned account that is created for each Client when they complete an account application via the Website and such Account is approved by the Company;
- Affiliate:** Means a legal or natural person that has signed up to direct internet traffic to the website of the Company and/or its affiliated entities and who received confirmation from the Company, in accordance with the terms of this Agreement;
- Affiliated entities:** Means any person, a subsidiary of that person or any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Company;
- Affiliate Fee:** The amount payable to the Affiliate in accordance with their Compensation Plan;
- Affiliate Portal:** The portal available through the Affiliate Program website through which the Affiliate can access their account;
- Agreement:** Means this Agreement between the Company and the Affiliate, which may be amended from time to time;
- Client:** Means any person that has been approved to open an account(s) with the Company subject to the relevant client agreement, for whose introduction the Affiliate actively mediated so as for this person to enter into a contract with the Company and/or any of the Company’s Affiliated entities.
- Confidential Information:** Means any data or information of either party, including oral, written or electronic data or information including past, present or future research, development or business activities, and including without limitation, any information relating to developments, inventions, processes, plans, trading information and financial information of the Company and/or any Affiliated entities and/or any group entities. The Confidential Information shall not include information that is available in the public domain, not as a result of the actions of the receiving party, that was known to and/or developed by the receiving party prior to its receipt from the disclosing party, or that was lawfully received by the receiving party from a third party without an obligation of confidence;
- Company:** Means Notesco Limited with incorporation number 51491 having its registered address Nineteen, Second Floor #19 Queen Street, Hamilton HM 11, Bermuda;

<b>Compensation Plan or CPA:</b>	Means the fees and/or commissions payable to the Affiliate, as detailed in the Affiliate Portal when the terms and conditions of this Agreement are satisfied, and which are subject to change at the Company's discretion;
<b>Intellectual Property Rights:</b>	Means without limitation patents, know-how, trademarks, rights to inventions, copyright and related rights, business names and domain names, lists and information on any Clients, information on business or trading practices and remuneration, Client incentive and loyalty schemes, commission or other similar incentive schemes for affiliates and other business partners, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>Net deposit qualifier level:</b>	Means the minimum amount of which the Client must deposit in order for the Affiliate to be qualified to CPA;
<b>Non-Active Affiliate:</b>	Any Affiliate generating Client(s), directly or indirectly via Parent- Affiliates and/or Sub-Affiliates, who is non-active during any consecutive three (3) month period;
<b>Parent-Affiliates and Sub-Affiliates:</b>	Subject to the Company's prior written approval, an Affiliate may become a Parent-Affiliate and refer any third party who is not and has not been registered as an Affiliate, Sub-Affiliate or Parent-Affiliate. Any Affiliate who is referred by the Parent-Affiliate and was approved by the Company will be considered for that Parent-Affiliate its Sub-Affiliate;
<b>Program:</b>	Means the Company's Affiliate Program which can be found at <a href="https://www.fxcess.com/partners/affiliates/">https://www.fxcess.com/partners/affiliates/</a> ;
<b>Sub-Affiliate:</b>	Any person or entity which the Affiliate has referred to this program as a sub-affiliate, and provided such person or entity has approved by the Company or on behalf of the Company by a member of the Company for which the Affiliate and the Company shall determine the Sub-Affiliate Fee as required from time to time;
<b>Sub-Affiliate Fee:</b>	The amount payable to the Sub-Affiliate in accordance with the above clause of Sub-Affiliate;
<b>Referring URL:</b>	Means the URL belonging to the Affiliate which identifies the internet origin (i.e. website) from which the Client was referred/directed;
<b>Tracking URL:</b>	Means the unique URL that is generated when a prospective Client clicks on a Company banner on the Affiliate's website or online network or any online media approved by the Company. The URL is used by the Company to track the Client who has been directed to the Company's website by the Affiliate's website or online network or online media approved by the Company;
<b>Tracker(s) ID:</b>	Means the unique alphanumeric code created automatically by the Company for the purpose of identifying the Affiliate and the respective referred Clients;

- Trademark:** Means the Company's and/or its Affiliated entities' and/or group companies' registered trademarks as they are locally and internationally recognized and protected under international and local laws;
- Trading Platform:** Means the electronic trading facility offered by the Company and/or its Affiliated entities (e.g. MetaTrader platform) through which a Client may send information including prices, orders, bids, offers and executions for the purposes of trading with or through the Company or its affiliated entities;
- Qualified Trader:** Means a referred Client who meets the conditions set out in this agreement (i.e. trading volume);
- Website:** Means the website operated by the Company ([www.Fxcess.com](http://www.Fxcess.com)) and/or the website(s) operated by the Company's Affiliated entities.

## **2. Duties and Responsibilities**

- 2.1** During the term of this Agreement, the Affiliate shall undertake to use their best efforts to actively and effectively market and promote the Company's and/or its affiliated entities' website through the Affiliate's website (and/or other online media and/or network as applicable) in accordance with the terms and conditions of this Agreement (the "Services").
- 2.2** In providing the Services, the Affiliate shall:
- 2.2.1** Clearly place on the Affiliate's website and/or other online referral media and/or network, the Company's marketing materials, including but not limited to the logos, banners and videos, in order to redirect the prospective Clients to the Company's Website.
  - 2.2.2** Assign to each client a unique IP and Tracker ID. The Client's IP Address must be identifiable and must be different from the Affiliate's IP Address. The Client's referring URL must also be identifiable.
  - 2.2.3** Not use, and is not allowed to use, instant messaging or email, to redirect a prospective Client. Similarly, the Affiliate must not be in direct contact with prospective Client. Prospective Clients can only be redirected to the Company from the Affiliate online network or online media using a unique Tracking URL. This URL is embedded within the Company marketing tools (e.g. banner) which are available on the Company's Affiliate Portal.
- 2.3** The Affiliate shall have no authority (and shall not hold themselves out as having authority) to bind the Company, unless the Company or its group or Affiliated companies have specifically permitted this in writing in advance.
- 2.4** The Affiliate shall comply with the Company's policies including but not limited to the use of information and communication systems and any other policies that may be communicated to the Affiliate from time to time. The Affiliate further agrees and understands that they shall at all times comply with the applicable anti-money laundering law, rules and regulations.
- 2.5** The Affiliate and any of its authorized officers, employees or representatives, as applicable, may, where necessary, be provided with access to certain systems of the Company and/or of its Affiliated entities with the requisite permissions (including but not limited to the access codes of the Program, transaction activities and other information), for the sole purpose of facilitating the fulfillment of their obligations under this Agreement in accordance with the expected standard as set herein whilst the status of the Parties as independent contractors shall

not be compromised in any way whatsoever. In such cases, the Affiliate is solely responsible for and shall undertake the necessary precautions to ensure the confidentiality of any and all information that may be accessible by the Affiliate and/or its authorized officers, employees or representatives, as applicable, in the context of the provision of the Services. The Affiliate acknowledges that the Company bears no responsibility in case the access codes are used unauthorised by any third party.

The Affiliate is strongly advised not to use any public computer to log in with his access codes. The Affiliate should always log out from the Company's Program

- 2.6** The Affiliate shall notify the Company immediately if it comes to their attention that any information and/or the Company's systems are being used in an unauthorized and/or abusive and/or fraudulent manner and/or otherwise not in accordance with the terms of this Agreement.
- 2.7** The Affiliate is obliged to inform the prospective Clients of the following:
  - 2.7.1** the Affiliate is an independent contractor of the Company and not an agent or employee or representative of the Company.
  - 2.7.2** any fees received as well as any additional fees involved with regards to the Service provided under this Agreement.
- 2.8** The Affiliate shall be solely responsible for any costs and/or charges incurred for any marketing or promotions initiated by the Affiliate and for any costs or charges for such activity.
- 2.9** The Affiliate shall be solely responsible for the payment of all relevant duties and/or charges and/or taxes arising from the course of his business.
- 2.10** The Affiliate shall carry on their operations and business as an independent contractor and not as an agent or employee or representative of the Company. The Affiliate has no authority and cannot use the Company's logo in any correspondence, on any business cards or on any electronic transmission, or any other communication whatsoever without the Company's express approval in writing.
- 2.11** The Affiliate may use the services of a third party which are reasonably incidental or required for the provision of the Services provided that the third party shall be required to enter into direct Affiliate with the Company, including with regards to confidentiality. At all times, the Affiliate shall remain solely liable to the Company for any acts and/or omissions (intentional or unintentional) of any third-party contractors acting contrary to the terms of this Agreement.
- 2.12** Unless otherwise authorized by the Company in writing, the Affiliate shall not have any authority to incur any expenditure in the name of or for the account of the Company.
- 2.13** During the term of this Agreement and thereafter, the Affiliate shall not make, publish, or communicate to a person or entity or in any public audience whatsoever any defamatory, derogatory, or otherwise disparaging remarks, comments or statements concerning, but not limited to, the Company, the Company's business, the Company's Affiliated entities or their business thereof, the Company's officers, employees or representatives or its Affiliated entities officers, employees or representatives or any other matter in this respect. This clause shall survive termination of this Agreement.

- 2.14** The Affiliate shall not be permitted to market the Company on any Internet website on which the Company promotes the Trading Platform and/or in any other manner which results in the Affiliate competing with the Company in relation to the promotion of the Trading Platform. In addition, the Affiliate shall not carry out search engine marketing of the Trading Platform using the word “IronFX” or any other name confusingly similar to “IronFX”. In the event that the Affiliate is in breach of the foregoing provisions, the Company reserves the right to immediately terminate the Agreement pursuant to the terms specified in the relevant section below.
- 2.15** In the case where the Affiliate intends to use any information or functionalities relating to the Company and its services to means other than Affiliate’s website the Affiliate is required to obtain the Company’s prior approval.

### **3. Affiliate Representation and Warranties**

- 3.1** The Affiliate hereby represents, warrants, covenants, and agrees to the Company as follows:
- 3.1.1** The Affiliate has all requisite authority to enter into this Agreement and to be fully bound hereby, and all necessary action has been taken by the Affiliate in connection herewith. The Affiliate acknowledges and confirms that they can enter into this Agreement and are approved and/or authorised and/or qualified under their local regulatory requirements to offer the services mentioned in this Agreement.
- 3.1.2** The Affiliate has fulfilled all registration, qualification, and/or other requirements of all jurisdictions and regulatory bodies to the extent that such registration, qualification, and/or other requirements are applicable to him during the term of the Agreement and will remain in strict compliance with all of the foregoing.
- 3.1.3** If the Affiliate is a company or other entity, the Affiliate is duly organised, validly existing, and in good standing under the laws of his jurisdictions.
- 3.1.4** There is no action or proceedings pending against the Affiliate or any of its officers or directors in their capacities as officers and directors of the Affiliate before any Court, administrative agency, or other tribunals which might have a material adverse effect on its or the Company’s business or condition, financial or otherwise, or its operation. No director, officer, key employee, or member of the Affiliate’s senior management has a criminal record or criminal prosecution and/or investigation pending.
- 3.2** The Affiliate represents and warrants that the execution, delivery and performance of this Agreement by the Affiliate does not conflict with any agreement, instrument or understanding, oral or written, to which the Affiliate is a party or by which it may be bound, nor violate any law or regulation of any Court, governmental body or administrative or other agency having authority over it. This Agreement is a legal and valid obligation binding upon the Affiliate and is enforceable in accordance with its terms.
- 3.3** The Affiliate will carry on their operations and business as an independent contractor and not as an agent or employee or representative of the Company.
- 3.4** The Affiliate represents and warrants that they shall at all times adhere to high standards of communication with Clients and/or potential Clients, if and where applicable. Furthermore, the Affiliate shall:

- 3.4.1 Act honestly, fairly and professionally, taking into consideration, as an independent Affiliate, the best interests of both the Company and/or the Client and/or the potential Client;
  - 3.4.2 Ensure that all information, including any marketing communications, addressed to the Client or potential clients shall be fair, clear and not misleading; and
  - 3.4.3 Conduct professionally and at all times avoid any use of aggressive marketing, frequent and repeated telephone calls to the potential client, use of offensive/aggressive language, pressurizing any client to invest or deposit funds;
  - 3.4.4 Provide the Services herein in utmost good faith, and always in accordance with Applicable Law.
- 3.5** The Affiliate represents and warrants that its marketing activity and/or any content to be posted and/or published on the Affiliate's Website shall not be directed toward minors and/or engage in any other practices which may affect adversely the high image, credibility or reputation of the Company, its services and/or its Trading Platforms, including without limitation of the generality of the foregoing, material that is in breach of and/or infringes any Intellectual Property Rights of any third party (including any material copied from third parties without their permission) and/or including any false, misleading or disparaging representations or statements with respect to the Trading Platform and/or the Company.
- 3.6** The Company shall not be held responsible for any conduct of the Affiliate in performance of this Agreement, including but not limited to any act, omission, representation. The Affiliate agrees to indemnify and keep the Company, any members, directors or officers of the Company and any of its Affiliated entities harmless, against any claims, fines or other penalties, directly or indirectly, arising from or out of any violation or breach of a law by carrying out the Services.
- 3.7** The Affiliate acknowledges and understands that:
- 3.7.1 Any prospective Client referred by the Affiliate, who is approved to open an account with the Company, will be the Company's Client and shall follow the Company's procedure for the opening of a trading account with the Company.
  - 3.7.2 The Company may at its sole discretion accept or decline any prospective Client referred by the Affiliate.
  - 3.7.3 In the event of any disparity between the claim(s) made by the Affiliate and the Company with regards to the referred Client, the Company shall have the sole discretion in accepting or rejecting the claim(s) of the Affiliate.
  - 3.7.4 In the event of a referred Client being directed to the Company via the referring URL belonging to the Affiliate and the link of another Affiliate at the same time, the Company shall allocate the Client at its discretion.

#### **4. Representations and Warranties in relation to Intellectual Property**

The Affiliate hereby represents, warrants, covenants and agrees with the Company as follows:

- 4.1** The Company and/or its Affiliated entities, as the case may be, are the lawful owner/lawful licensee of the Intellectual Property Rights related to the Trading Platform, the brands to be promoted and/or any other such rights related to this Agreement.
- 4.2** Subject to the Company's prior consent and express approval, the Affiliate shall be exceptionally granted a non-exclusive, non-transferable right to display the Company's distinctive Trademark, where the same shall be displayed by the Affiliate for the sole purpose of providing the Services envisioned under this Agreement, if and where necessary. Such



display of the Company's Trademark as well as any references to the Company and/or its services shall be strictly approved in advance in writing by the Company.

- 4.3 The Affiliate shall not be allowed to register a business, trade name and/or legal entity and/or any other form of similar corporate vehicle that includes the Trademark(s) of the Company and/or of any of its affiliate entities and/or group companies, and/or operate a domain name that includes the Company's and/or of any of its Affiliated entities and/or group companies name or any relevant brand names and particularly if such marks consist of one word and are inseparably combined (in its entirety).
- 4.4 The Affiliate shall not be allowed to use and/or register a Trademark and/or domain name which is similar in appearance, designation and notion and/or which could reasonably provide a misleading association with the business and goodwill of the Company and/or of any of its affiliate entities and/or group companies.
- 4.5 The Affiliate is required to obtain the Company's approval prior to uploading any information or functionalities relating to the Company and its services or any alteration to any such existing information relating to the Company and/or its affiliated entities and/or its group companies.
- 4.6 The Affiliate acknowledges and agrees that:
  - a. he/she/they will use the Company and its affiliated entities' brands only as permitted hereunder;
  - b. he/she/they will use the Company and/or its affiliated entities' brands in a lawful manner and in strict compliance with all format(s), guidelines, standards and other requirements prescribed by the Company;
  - c. the Company's and/or its affiliated entities' brands are and shall remain the sole property of the Company and/or its affiliated entities;
  - d. **nothing in this Agreement shall confer in the Affiliate any right of ownership in the Company's brands and all use thereof by the Affiliate shall inure to the benefit of the Company; and**
  - e. the Affiliate shall not, now or in the future, attempt to register any of the brands and/or domain name owned by the Company and/or its affiliated entities and/or contest the validity of any of the Brands owned by the Company and/or its affiliated entities or use any term or mark confusingly similar to any of the brands by the Company and/or its affiliated entities.
- 4.7 The Affiliate's obligations under this clause shall survive the termination of the Agreement.

## 5. Compensation Scheme

- 5.1 The Affiliate shall be entitled to receive fees as detailed in the Commission Plan for the Affiliate available on the Affiliate Portal, provided the following criteria are met:
  - a. The referred Client has been approved by the Company and has opened a trading account with the Company (excluding STP/ECN accounts);
  - b. The Client traded the agreed number of lots as stated in the Compensation Plan.
  - c. The Client's trades must be at least 2 minutes in duration in order to qualify under the CPA.
  - d. Applicable CPA will be capped at the total deposit amount, when a client becomes a qualified trader.



- e. The Client is a direct client of the Company and is not under any referring Affiliate relationship.
- f. The Affiliate acknowledges that the fees provided in the CPA plan are indicative rather than definitive. The Company reserves the right to unilaterally modify or update the scheme at any time, without the Affiliate's consent.
- g. The Affiliate must have completed the age of 18
- h. The Company does not accept Clients from certain jurisdictions such as the USA, Cuba, Sudan, Syria and North Korea and/or any other jurisdictions as amended from time to time in accordance with the Company's policies.

**6. Payment terms:**

- 6.1.1 Any payments and/or fees due to the Affiliate in respect of Qualified Clients referred by the Affiliate will be calculated on a weekly basis, following the calendar week during which such fees have been generated subject to clause 5.1 above. Relevant payments will be made to Affiliates on a weekly or bi-weekly or monthly basis, at the discretion of the Company.
- 6.1.2 The Affiliate must have accumulated a minimum of USD 1,000 (or its equivalent in another currency) in eligible commission payments before any payments and/or fees are credited to the Affiliate's trading or commission account.

**6.2 Method of payment:**

- 6.2.1 Any fees will be credited to the Affiliate's trading or commission account opened with the Company in accordance with the Company's Terms of Business. The Affiliate will be able to request a withdrawal from his trading or commission account to be executed via bank wire transfer (applicable fees may apply).

**6.3 Notwithstanding any other provision in this Agreement, the Company may, in its sole and absolute discretion, withhold, delay or deny payment of the Affiliate Fee in any of the following events:**

- a) The Company has reason to suspect that the Affiliate's activity is not in compliance with any applicable laws or regulations regarding digital advertising;
- b) The Company has reason to suspect that the Affiliate's activity is in breach of this Agreement;
- c) The Affiliate has failed to complete any form as may be required by the Company or has entered misleading or incorrect information in a form provided by the Affiliate to the Company;
- d) The Affiliate has failed to provide any document as may be demanded by the Company; and/or
- e) The Company has been notified by any third party of the alleged infringement of property or rights (e.g. intellectual property rights) by the Affiliate or by the Affiliate's activity.
- f) The Affiliate's Return of Investment ("ROI") falls below the amount of 1.5. For the purposes of this clause, ROI shall mean the calculation between the total net deposits and the CPA of the Affiliate.

In addition, the Company may in its sole and absolute discretion, withhold, delay or deny payment of the Affiliate Fee in relation to any Clients where:

- g) The Client has created a duplicate profile;
- h) The Client has any chargebacks to their account;
- i) The Client traded only the minimum trades/lots needed for the Affiliate to qualify under the CPA, with no trading activity over the following 5 (five) business days;
- j) The Client traded only the minimum trades/lots needed for the Affiliate to qualify under the CPA, and then the net deposits fell below the Net Deposit Qualifier Level within 1 (one) week;
- k) The Client's first-time deposit triggers compensation under the CPA, but the Client makes a partial withdrawal and only trades on the remaining amount which would have been subject to a lower CPA. In such instances, the Affiliate will be compensated in accordance with the lower CPA amount.

**6.4** If the Affiliate does not provide their payment details within two (2) months of the issue of the first commission, all payments will be removed.

**6.5 Non-Active Account:**

Notwithstanding any other provision in this Agreement, a Non-Active Affiliate shall not be entitled to receive any Affiliation Fee from the Company, while his account will be deactivated.

**6.6 Holdover for Fraud Traffic:**

- (a) Notwithstanding any other provision in this Agreement, in the event that any activity in the Affiliate's account, or in any account which appears to be controlled or managed by the Affiliate, is deemed suspicious by the Company in its sole determination, the Company may, in its sole and absolute discretion, delay payment of the Affiliate Fee to the Affiliate for up to one hundred and eighty (180) days in order to verify the suspicious activity.
- (b) In the event that the Company determines that an activity constitutes Fraud Traffic, the Company shall recalculate or withhold the Affiliate Fee, in its sole and absolute discretion.
- (c) Notwithstanding the terms of this Agreement, if the Company determines that an Affiliate is involved, whether directly or indirectly in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to the Company, including without limitation to the Website, Account(s), Sub-Affiliate(s) and/or Referred-Affiliate(s) the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Affiliate inoperative, and immediately block Affiliate's access to the Program, with no compensation to Affiliate. The Affiliate hereby irrevocably waives its rights to, and shall indemnify the Company and any member of the Company for, any claim or demand made against the Company or any member of the Company, their directors, officers, shareholders, employees or against any Website in respect of the exercise by the Company of its rights in this clause.

**6.7** In addition to any other terms and conditions set forth anywhere in this Agreement or under applicable law, the Affiliate shall not be entitled to receive any fees for any Client or any other type of traffic entitling the Affiliate to payment unless and until the foregoing has been approved and qualified by the Company. For the removal of any doubt, it is hereby clarified that the Company reserves the right, at its sole and absolute discretion, to change, modify, add or remove, at any time, any criteria applying to any of the compensation plans, including without limitation, setting any baseline, threshold, minimum deposits/earning and/or other

requirement(s) for qualifying into any of the compensation plans and/or for receiving any fees set forth herein.

- 6.8** The Company reserves the right to alter the Compensation Plan at any time. The Affiliate should always refer to their Affiliate Portal for their current Compensation Plan. For more details, please contact [affiliates.support@Fxcross.com](mailto:affiliates.support@Fxcross.com).
- 6.9** Notwithstanding the aforementioned, the CPA payable by the Company to the Affiliate shall not extend to cover payments on managed accounts and/or copy trading accounts, and/or any other such accounts in which the Client does not have the authority to influence, control, direct or effect decisions with respect to the trading activities in the Account, without the Company's prior approval.
- 6.10** For the Affiliate to be eligible for any fees with regards to the Client, he must meet all requirements set in this Agreement.

## **7. Confidentiality**

- 7.1** The Affiliate shall keep all Confidential Information confidential and shall not disclose to any third party any of the terms of this Agreement or any information incidental or related thereto the business of the Company (other than such terms or information which comes into the public domain), unless it is required under any applicable law or by any regulatory or governmental body or obtained by the Company's written consent. Notwithstanding anything to the contrary in this Agreement or the termination of this Agreement, this clause shall continue to have effect and be binding to the Affiliate without any time limit.

## **8. Notices and Communication**

- 8.1** Unless otherwise specified, the Affiliate has to send any notice, instruction, request or other communication in writing by email to [affiliates.support@Fxcross.com](mailto:affiliates.support@Fxcross.com).
- 8.2** All notices/information provided by the Company or received from the Affiliate should be in the English language.

## **9. Provision of Information, Data Protection**

- 9.1** The Affiliate shall promptly provide the Company with any information which the Company may request as evidence for the matters referred to in the Agreement or to comply with any Applicable Regulations or otherwise, and will notify the Company if there are any material changes to such information.
- 9.2** It is the Company's policy to take all necessary steps to ensure that personal data held, is processed fairly and lawfully in accordance with the Personal Data Law.
- 9.3** By visiting and/or accessing this website, the Affiliate consents to us collecting, maintaining and using your personal information as per this policy.
- 9.4** The Company holds personal data relating to the Affiliate in connection with the provisions of this Agreement except to the extent that the Company is required or permitted by law. Personal data provided to or obtained by the Company will be used for the purposes of this Agreement. The Company has the right without informing the Affiliate to inform any third parties or authorities in regards to the Affiliate's personal information, transactions or any

other information as it may deem necessary in the case where the Affiliate is directly or indirectly involved in fraud.

- 9.5** The Affiliate shall provide the required personal information to the Company as required in the context of application for a demo or a live account with the Company as well as participating in any offer we promote to existing or potential clients as well as to any visitors to Company's website. The main purposes of use by the Company of the Affiliate's personal information is to treat the Affiliate fairly, and to understand its financial objectives and to ensure that relevant services are appropriate to the respective profile, as well as to provide the Affiliate with sales and post sales services.

The personal information that will be collected from the Affiliate includes:

- personal details provided to us on applications and other forms,
- financial details such as estimated annual income and net worth and trading experience and investment knowledge,
- documents that the Affiliate will provide to us to verify their identity, such as their passport, utility bills, and/or bank statement or their company incorporation details.

- 9.6** According to the Company's regulatory regime we generally need to keep personal information on record for a period of at least five (5) years, which is calculated after the execution of the transactions or the termination of the business relationship or in the case of termination of the working relationship with us. Subject to that, when the Company considers information is no longer needed, we will remove any details that will identify you or we will securely destroy the records.

We may use your personal information for one or more of the following purposes:

- to confirm your identity;
- to assess your suitability to the products and services we provide;
- to process your transactions;
- to provide you with transaction and post transaction related services;
- to inform you of products and/or services that may be of interest to you;
- to keep you updated on the issues that are relevant to your business relationship with us;
- to improve the Website;
- to analyse statistical data to enable us to provide you with better products and/or services.

- 9.7** The Company will disclose your personal information, without notice when required to do so by law or in good faith that such action is necessary to: (a) protect the Company's rights and/or comply with any court order or judicial proceedings; (b) avoid any potential fraud; (c) conform to the edicts of the law or comply with a legal process served on us, or the site; (d) protect and defend the rights or property of us, and, (e) act in urgent circumstances to protect the personal safety of users of us, our Websites, or the public.

## **10. Cookies**

- 10.1** The Company use cookies to gather information about your access to our website and other services we provide to you. Cookies are small files of letters and numbers, which use a unique identification tag and if you agree, are stored on your device as a result of you using this website or other services we provide to you. These cookies allow us to distinguish you from other users of our website, which helps us to provide you with a good experience when you browse our website and also allows us to improve our website.

- 10.2** Please click at the relevant point on our web page to confirm that you agree to our use of cookies on your device.

- 10.3** Most internet browsers are set up to accept cookies. If you do not wish to receive cookies, you may be able to change the settings of your browser to refuse all cookies or to have your computer notify you each time a cookie is sent to it, and thereby give yourself the choice whether to accept it or not. However, this may impair the quality of the services that we provide to you in relation to your account.

## **11. Security and Access**

- 11.1** The Company taken strong measures to protect the security of your personal information and to ensure that your choices for its intended use are honoured. We take strong precautions to protect your data from loss, misuse, unauthorised access or disclosure, alteration, or destruction.
- 11.2** We strictly protect the security of your personal information and honor your choices for its intended use. You also have a significant role in protecting your information. No one can see or edit your personal information without knowing your username and password, so do not share these details with others.
- 11.3** In addition, we, ensure the security of transmission of your payment card details that are protected using Transport Layer encryption-TLS 1.2 and application layer with algorithm AES and key length 256 bit in accordance with the recommendations of Payment Card Industry Security Standards Council.
- 11.4** Under the Personal Information Protection Act 2016 (PIPA) you have the right to obtain a copy of any personal information which we hold about you and to advise us of any perceived inaccuracy. The Act sets out some exceptions to this. To make a request, please write to us, verifying your identity and specifying what information you require. We may charge a fee to cover the cost of verifying the application and locating, retrieving, reviewing and copying any material requested. We will acknowledge your request and respond to it within 45 days of receipt of your application and any applicable fee.

## **12. Amendment and Termination**

- 12.1** This Agreement will take effect when the Affiliate indicates its acceptance of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.
- 12.2** This Agreement may be amended from time to time and the Company shall notify the Affiliate of the relevant amendment or about the updated Agreement either in writing, or through the Website or Affiliate Portal. Any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. Should the Affiliate disagree with the changes, he/she may terminate the Agreement in accordance with paragraph 11.3 below.
- 12.3** Either party (Company or Affiliate) can terminate the Agreement by giving five (5) business days' written notice to the other party.
- 12.4** This Agreement will terminate immediately and without notice if:
- a) The other party makes an arrangement with its creditors, cannot pay its debts when they fall due, is declared insolvent or bankrupt or has an administrator or receiver appointed;
  - b) A petition is filed, a notice is given, a resolution is passed or an order is made for or in connection with the winding up of the other party;

- c) An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
  - d) A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - e) The other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
  - f) Affiliate fails to comply with any applicable law or regulation, or breaches any provision of this Agreement that the Company deems to be material.
- 12.5** The Company shall reserve the right to terminate without notice, this Agreement or any rights of the Affiliate that may fall under the provisions of this Agreement, due to any malpractice, breach, failure or other significant event, including liquidation or insolvency, on the part of the Affiliate. Such termination will be at the sole discretion of the Company.
- 12.6** The Company has the right to terminate this Agreement in case the Affiliate refers less than three (3) Clients within a ninety (90) days period from the date of concluding this Agreement.
- 12.7** The Company has the right to terminate this Agreement or suspend the payment of any fees due to the Affiliate in case the referred Client has not met the conditions set out in this Agreement within thirty (30) days from his/her account approval.
- 12.8** Upon termination of this Agreement for any reason, the Affiliate will cease the use of, and remove from the Affiliate's Website, all the Company's and its affiliated entities Marks, Banners and Text Links to the Website within two (2) business days from the notice of termination. The Affiliate shall pay the Company US \$ 100 for each day such the Company's Marks, Banners and Text Links are not removed from Affiliate's website by the Affiliate. Any domain which contains any of the Company's Marks shall be immediately returned or transferred to the Company, at the Affiliate's cost, upon termination of this Agreement with Affiliate for whatsoever reason. The Affiliate shall pay the Company US \$ 1,000 for each day such domain is not returned or transferred to the Company.
- 12.9** Upon termination of this Agreement, the Company warrants to pay the Affiliate any fees due to the latter as set out in this Agreement provided that any such amount has been generated as a result of the proper fulfilment of the terms of this Agreement.

### **13. Governing Language**

- 13.1** This Agreement as well as any additional agreement hereto (both present and future) are made in English. Any other language translations are provided as a convenience only. In the case of any inconsistency or discrepancy between the original English texts and their translation into any other language, the original versions in English shall prevail.

### **14. Applicable Laws and Place of Jurisdiction**

- 14.1** This Agreement and all transactional relations between the Affiliate and the Company are governed by and construed in accordance with the laws of Bermuda.
- 14.2** The Parties agree to submit to the non-exclusive jurisdiction of the Courts of Bermuda to settle any dispute or claim arising out of this Agreement.



**14.3** Notwithstanding the foregoing, nothing in this Agreement shall limit the rights of the Company to make an indemnity, set-off or contribution claim and/or otherwise seek recourse in the jurisdiction of the Affiliate or otherwise as the case may be.

## **15. Miscellaneous**

**15.1** The Company reserves the right to take legal actions against the Affiliate in the event the Affiliate shall attempt to manipulate the Company and/or the Trading Platform and/or abuse the Company's Affiliate Program. Without limitation to the foregoing, the Company reserves the right to withhold, set off and/or deduct from any payment due to Affiliate hereunder in the event of such manipulation and/or abuse and may also terminate this Agreement with immediate effect.

**15.2** The Company and the Affiliate are independent contractors, and nothing in this Agreement creates any partnership, joint venture or agency relationship between them, grants to the Affiliate authority to make any representation on the Company's behalf of or make public any information regarding the Company or prohibits the Company or its Affiliated entities from operating.

**15.3** The Affiliate declares and acknowledges that by accepting this Agreement it consents to receiving by means of telephone, SMS, or email, communications by the Company containing newsletters, notifications, and any other content of a commercial nature relating to the Website and any related services. The Affiliate may provide to the Company written notification requesting to cease any such communications.

**15.4** This Agreement comprises the entire agreement between the Affiliate and the Company, supersedes all prior oral and written agreements pertaining to this Agreement's subject matter, and applies in addition to any other term or condition of the Website(s), unless expressly provided otherwise in this Agreement or agreed between the parties in writing.

**15.5** The Company or its affiliated entities' failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

**15.6** Without prejudice to the obligations of the Affiliate under this agreement the Company is not responsible and has no liability for any advice or recommendation or decision provided by the Affiliate to the Client.

**15.7** This Agreement and the Affiliate's obligations may not be assigned by the Affiliate, by operation of law or otherwise. The Company may assign this Agreement to any of its affiliated entities' at any time.

**15.8** These rights of the parties to terminate, rescind or agree any variables, waiver or settlement under this Agreement are not subject to the consent of any other person.

**15.9** To the extent permitted by the applicable Law:

- a) The Company will not be liable for any loss, liability or cost (including consequential loss) suffered or incurred by the Affiliate as a result of instructions given, or any other communications being made, via the internet;
- b) The Affiliate will be solely responsible for all orders, and the accuracy of all information, sent via the internet using access codes; and



- c) The Company is not liable for any loss or damages that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of, the Company's Program.

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