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## BDS Ltd

### Partner Agreement

# TERMS & CONDITIONS

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# BDS LTD

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# BDS LTD

## 1 Introduction

- 1.1. These Terms and Conditions (the “Terms & Conditions”, or the “Agreement”) set out the Partner Agreement between BDS Ltd, a company incorporated under the laws of Seychelles with registration number 8424660-1, authorized and regulated by the Financial Services Authority (the “FSA”), licence no. SD047 (the “Company”), and the Partner (the “Referring Party” or the “Partner”), referred individually to as the “Party” and together to as the “Parties”.
- 1.2. The Partner shall introduce prospective clients or clients or sub-partner to the Company, on a fully disclosed basis, to use the services of the Company and/or of the Companies of the Group as disclosed on the relevant Company’s website, as per the terms stated herein.
- 1.3. This Agreement is entered by and between the Company and the Partner who has completed one of the Company’s partnership on-boarding procedures and has been accepted by the Company as a Partner.
- 1.4. This Agreement, along with its Appendices, Addendum, Annexes also with the Code of Conduct, the Marketing Guidelines, the Company’s Complaint Handling Policy, Anti-Money Laundering and Terrorist Financing Policy, Conflict of Interest Policy, and all legal document published on the Company’s websites as amended from time to time, available on the Company’s website constitutes the entire and inseparable Agreement, also referred to as the ‘**General Partner Terms & Conditions**’, shall govern the business relationship between the Parties.
- 1.5. The Partner acknowledges that (s)he/it has read, understood, and accepted all of the terms and conditions contained in the General Partner Terms & Conditions (the “Terms”) without modifications and to be legally bound by contract with the Company under the Terms.

## 2 Definitions

- 2.1. The below expressions shall, where the context so permits, include receivers and managers and successors in title, and personal representatives in the case of legal persons.
- 2.2. Unless indicated to the contrary, references to the below expressions in these Terms & Conditions and any supplementary agreements shall have the following meaning and may be used in the singular or plural as appropriate.

**Appendix** shall refer to the Appendix detailing the Commission Plan of the Partner as agreed with the Company. The number or letter associated with the specific Appendix title is indifferent as long as the title is Commission Plan Appendix, or any relevant title referring to the commission of the Partner and to the specificity of the Business Partnership agreed between the Parties.

**Brand(s)** shall refer to the words "BDSwiss" and "Swiss Markets" and/or every logo, brand name, domain name and trade name which contains these words, or shall be deceptively

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similar to it, and words included in the Company's brand name or any other name or any other brand name of the Company, which the Company bears from time to time.

**Client** shall mean any natural or legal person referred by the Partner to any of the Group Companies, successfully accepted by the relevant Company accordingly to the Company's Client Agreement, connected with the Partner Tracking ID (or, if applicable, is connected with the Tracker of the Sub-Partner of the Partner), and who retains a live Account with brand BDSwiss and/or Swiss Markets.

**Client Account** shall mean the Trading Account successfully opened with the Company by a client referred by the Partner via the Partner Tracking URL for the provision of services offered by the Company.

**Commission Plan** shall refer to the commission plan according to the Company's remuneration policy and to any other commission plan or any other remuneration plan which was agreed between the Partner and the Company and / or determined by the Company in writing as outlined in the Commission Plan Appendix (the "Appendix") of this Agreement.

**Company** shall mean BDS Ltd or any other Company within the Group.

**CRM or Customer Relationship Management** (software) shall mean the system used by the Company's employee and representative to manage customer interactions.

**Data Protection Legislation** shall mean all privacy laws applicable to any personal data processed under or in connection with this Agreement, including, without limitation, the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Privacy and Electronic Communications Directive 2002/58/EC and all national legislation implementing or supplementing the foregoing and all associated codes of practice and other guidance issued by any applicable data protection authority, all as amended, re-enacted and/or replaced and in force from time to time.

**Fraudulent Transaction(s)** shall refer to payments or payment transactions which are generated via the Services and are carried out with illegal intent, or any other action undertaken with malicious intent, in order to harm us, regardless of whether or not actual damage has arisen, as well as payments made via stolen credit cards; obfuscation, manipulation of the Services system, or other promotional misuse and the creation of fake accounts in order to generate Partner Commissions and any unauthorized use of Third-Party accounts, copyrights, trademarks and intellectual property rights of Third-Parties.

**Intellectual Property** shall mean but is not limited to existing and future patents, trademarks, logos, banners, creatives, design rights, brand names, commercial presentations, trade or business names, domain names, registered designs, copyright, rights applicable to computer software, rights to databases, know-how, client lists, literature, business strategies, e-books, tables, charts, trade and other business secrets of the Company.

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**Lead** shall mean a client of the Company who has not completed all steps of the Account Opening Procedure.

**Marketing Material** shall refer to any kind of promotional and/or marketing material used to promote the Company's products and services, including but not limited to Partner Material approved by the Company prior to the distribution, Companies' logos and banners, promotional links, text links, landing pages, educational material, webinars, emails and any other material(s), including the Company's brand names or trade names, made available by the Company to a Partner or provided by the Company to a Partner through the Partner Area or through the Partner Section or Partner Dedicated Page on the Company's website or made accessible to a Partner by the Company in any other ways for the purposes of this Agreement.

**Master Partner** shall mean any natural or legal person that has entered into a business relationship with the Company for the Introduction of Partner or Sub-Partner.

**Page or Webpage** shall refer to the Company's official website and any other online page and/or website and/or platform which belongs to the Company and or to any website occasionally operated or controlled by the Company or by the Company's assignee, subsidiaries or Partner, as well as any corresponding page via which a Client opens a Client account and/or obtains access to the Company's Services.

**Partner** shall mean a natural or legal person, who has entered into a business relationship under the General Partner Terms & Conditions with the Company for the referral of new Clients to the Company.

**Partner Account** shall refer to the personal account successfully opened by a Partner with the Company.

**Partner Area** shall mean the Partner interface area (or backend) where Partners can login in order to consult their personal data, business profile, statistics, register sub-partner, complete/update their personal and payment profile, create additional Tracker IDs and access the Company's promotional, advertising and/or marketing materials.

**Partner Commission** shall mean the remuneration due/received for the provided Partner Services, calculated in accordance with the Company's system data and in compliance with the contractual provisions and Commission Plan Appendix.

**Partner Tracking ID** shall refer to a unique hyperlink allocated to each Partner that assists in identifying the Partner's activities and calculates the Partner's monthly fees.

**Referred Party** shall mean any natural or legal person, client(s) or sub-partner(s), who never had an existing business relationship with the Company or with the Companies Group and is or has been referred by the Partner to the Company, under the terms of this Agreement.

**Registered Email Address** shall mean the email address used by the Partner, Sub Partner, Master Partner or the Client, during the relevant account opening procedure, in order to

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open an account with the Company or with one of the Companies of the Group. The registered email address shall be the sole and unique official address to communicate with the Partner, Sub Partner, Master Partner or the Client.

**Round-Turn** shall mean a closed position, excluding a fully hedged position where a client may be long and short of the same market.

**Services** shall mean the investment and ancillary services or any other service to be provided by the Company to the Client via the Company's official website and are governed by the relevant Client Agreement.

**Spam** shall refer to any e-mail or other electronic form(s) of communication, which the Partner send promoting, marketing or referring to the Company, the Company's page or services in any other way from time to time, or which contains any marketing materials, our brands or trackers and breaches the provisions of this Agreement or any marketing material used without the prior approval of the Company.

**Sub-Partner** shall refer to a natural person or legal entity that the Partner introduces to the Company's Partner network in compliance with the provisions of this Agreement to perform the same type of services as the Partner and to be bound by the terms and conditions of this Agreement and of the General Partner Terms & Conditions (and who has succeeded in becoming a Partner).

**Sub-Partner Commission** shall mean any commission and/or fees paid to the Partner by virtue of introducing a new Partner to the Company's Partner network and as stated in the Company's remuneration policy and agreed upon in Appendix of this Agreement.

**Tracking URL** shall refer to a special hyperlink or another link tool which refers to the Company's page as well as to every service via which the Partner refers to potential Clients for introducing and promoting the services of the Company. If the respective Client opens a Client account, the Company's system automatically stores the Tracking URL and records it as a Referred Client associated with the Partner.

**Third Party** shall mean any person or legal entity which is not a part of this Agreement, including Prospective Clients and Prospective Sub-Partners.

## 3 Partner's Subscription

- 3.1. The Partner shall complete the online Partner Account Opening Procedure available on the Company's Partner Portal <https://partners.bdswiss.com/> and shall accept online the General Partner Terms & Conditions.
- 3.2. As part of the Partner Account Opening Procedure (or Know Your Partner Procedure), the Partner shall, including but not limited to:
  - a. Complete the online **Due Diligence Form** and provide any information related to its websites, blogs, social media that shall be approved by the Company AND

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- b. If the Partner is a Natural Person, provide to the Company at least the following Identification Documents:
    - i. **A Proof of Identity:** clear copy of a valid government issued passport and/or a National Identity Card, AND
    - ii. **A Proof of Residence not older than three (3) months:** clear copy of a Utility Bill (water, gas, electricity, phone, internet bill or a Bank Statement or any other government issued document, reflecting the Partner's full name, address, date of issue and issuer.
  - c. If the Partner is a Legal Person, provide at least the following accurate and updated Corporate information and documents (list non-exhaustive):
    - i. Certificate of Shareholder
    - ii. Certificate of Directors
    - iii. Certificate of Good Standing
    - iv. Certificate of Incorporation
    - v. Proof of Identity and Proof of Residence of the Directors and UBO
- 3.3. The Partner agrees and understands that the Company shall not be required and may be unable under Applicable Regulations to accept a natural or legal person as a Partner until all the information and documentation requested by the Company have been validly received, marketing material approved by the Company, procedure properly and fully completed and all internal Company checks (including and without limitation anti-money laundering checks or identification tests) have been duly satisfied.
- 3.4. The Partner acknowledges that the Company reserves the right to impose additional due diligence requirements to accept the applicant as a Partner.
- 3.5. The Partner agrees and understands that his /her/ its continuous collaboration with the Company and the Compliance Department of the Company to comply with any legal requirements is an essential element of this Agreement.
- 3.6. The Partner shall provide true, accurate and complete information to the Company, during the Partner Account Opening Procedure and as these may be requested from time to time, about the Partner, his/her/its activities, blogs, websites; social media profiles and/or any other information directly or indirectly related to the General Partner Terms & Conditions. The Provision of false, inaccurate information and/or refusal to provide the requested information/documentation, the Company reserves the right to deny and/or reject the Partner application providing the Partner with a written notice to his/her/its registered email address.
- 3.7. Any changes in any of the provided information (both personal and commercial), the Partner shall immediately inform the Company in writing via his/her/its registered email address to the email communicated to the Partner within the Appendix Commission Plan



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(the "Appendix") Partner, or communicate from time to time accordingly to the specificity of the Partnership without being asked to do so.

- 3.8. The Partner hereto represents that (s)he/ it has the full right, power and authority to enter into, to be bound and to perform his/her/its obligations under this Agreement, without the approval or consent of any third party and confirms that (s)he/it is qualified under any applicable regulatory requirements to offer the services mentioned herein.
- 3.9. In case the Partner provides false information and/or refuses to provide the requested information/documentation or collaborate in good faith with the Company, the Company shall reserve the right to take one of the measures as stated at the Article 6.6.6 below.
- 3.10. Upon successful completion of the Partner Account Opening Procedure, the Partner approved by the Company shall be granted a personal Access to the Partner Portal and/or to the Partner Area.

## **4 Partner Services**

- 4.1. The Partner shall use means of online marketing to introduce, promote, present and/ or explain the products and services offered by the Company to prospective Clients in for the conclusion of an Agreement between the Company and prospective clients, without having private contact with the prospective Clients, unless the Partner has obtained and maintain the relevant licences and authorisations to do so.
- 4.2. For the purpose of this Agreement the Partner shall be entitled to:
  - a. Introduce and promote the Company's products and services to prospective Clients.
  - b. Fairly and accurately describe the Company and its profile according to information provided by the Company only.
  - c. Distribute to prospective Clients approved, accurate, true and fair information regarding the Company and its services, through presentations and/or educational seminars or advertising campaigns and events in accordance with the requirement of the General Partner Terms & Conditions and upon written consent of the Company.
  - d. Provide documentation and information that the Company may from time to time reasonably require. The Partner shall not distribute any documentation or information related to the services of the Company to any third party, unless the distribution of such information has been approved in writing by the Compliance Department of the Company.
  - e. Provide explanation of the Company's business and policies.
  - f. Provide presentation and introduction of the Company products and services to prospective Clients / Partners.

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- g. Introduce new Clients who fully meet the qualifications and suitability standards of the Company on a fully disclosed basis.
  - h. Perform any other actions provided for or required by this Agreement or applicable legislation.
  - i. Support and provide assistance to prospective Clients in order to successfully complete the online Client Account Opening Procedure, in order to open an account with the Company.
- 4.3. The Partner shall not give advice and/or trading recommendation to Clients and/or to Sub-Partner, neither directly or indirectly influence any Referred Party with regards to her/his/its Trading Activity. For avoidance of any doubt, the Partner shall indemnify the Company from any loss and/or liability arising from any such advice, recommendation, default, or neglect by the Partner.
- 4.4. The Partner shall not accept or receive funds from clients but must instruct the clients to send funds directly to the Company according to the Client's Agreement. Unless a valid Power of Attorney has been signed and agreed between the Parties and accepted as such by The Company.
- 4.5. The Partner shall at any time and throughout the duration of this Agreement apply strictly the Company's Marketing Guidelines and Code of Conduct as part of the General Partner Terms & Conditions, the failure to comply with these conditions shall lead to official warnings and conduct to the immediate termination of the contractual relationship between the Parties in the absence of rectification of the practices identified in violation of this Agreement, within the time allowed.

## **5 Master Partner & Sub- Partner**

- 5.1. The Partner shall be entitled to refer to the Company a legal or natural person who may apply for participation in the Partner network ("Sub-Partner") via the "Sub-Partner Registration Function" or the "Master Partner Function" within the Partner Area.
- 5.2. All the terms herein shall apply to the Partner who wishes to introduce Sub-Partner (the "Master Partner") to the Company, where applicable.
- 5.3. The Partner shall introduce prospective Sub-Partners in which the latter shall refer prospective clients accordingly to the Terms stated herein, in regards to the products and services offered by the Company from time to time.
- 5.4. All the terms within the General Partner Terms & Conditions regarding the referral of Clients shall apply to the referral of Sub-Partner, where applicable.
- 5.5. The Partner shall assist Prospective Partners on completing the online Partner account opening procedure with the Company.
- 5.6. The Partner shall translate documents, where needed, for the Company as well as explain to the Client the products and services offered by the Company. If applicable, the Partner shall also act as a translator between the Client and the Company.

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5.7. The referred Partner shall become a Sub Partner if:

- a. The Referred Partner came directly from the Partner and the Company shall be informed, prior or after successful registration, in writing of having been referred by the Partner, AND
- b. The Referred Partner has successfully joined the Company's network according to the Partner Account Opening Procedure and General Partner Terms & Conditions, AND
- c. The Referred Partner has never been a Partner of the Company and/or of the Companies Group. AND
- d. The Referred Partner is not the Partner, or a person controlled by the Partner AND,
- e. The Referred Partner does not use a fictitious name, an alias or any other alternative to hide his/her true identity to register as a Sub Partner

5.8. For each successful Sub Partner, the Company shall pay commission to the Master Partner for the activities of the Sub Partner according to the Master Partner's Commission Plan and in accordance with the Remuneration Policy and Conflict of Interest Policy.

5.9. The Sub Partner Commission shall be due to the Master Partner only and if the Sub Partner fulfils the General Partner Terms & Conditions and no breach is identified, at any time during the business relationship.

5.10. The Commission shall not be due to the Partner if it comes to the attention to the Company that the Partner offers any form of monetary incentive or any other payments to potential Sub Partner without a prior written permission of the Company, and/ or attempt to insert any additions or alterations to the provisions concerning potential Sub-Partner and/or if the Partner and/ or the Sub Partner breaches the General Partner Terms and Conditions and/ or the Applicable Laws.

5.11. In the event of any dispute and/ or complaint between the Master Partner and the Sub Partner, the Company shall not be held responsible. However, the Company shall have the right to take one of the measures stated in the Article 6.6.6. below accordingly to the nature of the breaches/complaints.

5.12. The Master Partner acknowledges that each Sub-Partner referred by the Master Partner to the Company shall remain the Partner of the Company.

5.13. Any information about the Sub-Partner shall be the exclusive and sole property of the Company.

5.14. The business relationship between the Company and the Sub-Partner or between the Master Partner and the Company shall survive to the termination of one or the other relationship.

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## **6 Partner's Obligations**

### **6.1 REGULATION, AUTHORISATION, OWNERSHIP**

- 6.1.1. The Partner shall at any time comply with any business related instruction, terms or directions given by the Company in relation to the Partner's services.
- 6.1.2. The Partner shall fully comply with all applicable laws and regulations of his/her/its country of residence, country of business operations and the country of conclusion and performance of this Agreement.
- 6.1.3. The Partner shall obtain and/or maintain in force all necessary registrations, authorizations, consents, license(s) or government permit(s) to be able to fulfil his/her/its obligations under this Agreement; and whenever requested, to supply details and evidence of the Partner's status and business and of the licensing and/or authorization requirements applicable to the Partner's activities.
- 6.1.4. The Partner shall provide sufficient proof of ownership of blogs and/or websites and/or social media profiles and/or of any other means existing or futures used for his/her/its promotional/marketing activities as these may be requested from time to time.

### **6.2. PROSPECTIVE CLIENTS**

- 6.2.1. The Partner shall not refer immediate family members and/or breach any of the provisions under the Company's Conflict of Interest Policy as amended from time to time.
- 6.2.2. The Partner shall target and refer Clients only from the authorized countries list as provided by the Company from time to time and be aware of the Applicable Marketing Regulation and Law for the distribution of Financial Services within the Targeted Countries.
- 6.2.3. The Company may from time to time by written notice to the Partner notify the Partner that the Partner shall not refer Clients from any particular geographic region or sector. The Referring Party shall abide by any such notice and this Agreement shall not apply to any Client (or person who might otherwise be a Referred Client) from such a geographic region or sector.
- 6.2.4. The Partner shall provide the Company with any information required immediately upon demand about the referred clients in order to assess credentials and comply with any and all anti-money laundering or other regulatory requirements.

### **6.3. MARKETING & ADVERTISING**

- 6.3.1. The Partner shall obtain the Company's approval prior to uploading or using any information or functionalities as per Article 3 above "Due Diligence". If the Partner intends to amend, alter, or modify the Company's Information and/or functionalities and/or marketing material that were initially provided and approved by the Company,

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a new approval shall be obtained by the Company before the amendments are proceeded.

- 6.3.2. The Partner shall restrict his/her services to the introduction and/ or referral of Clients to the Company and shall bear all establishment and operational costs and expenses for the fulfilment of this Agreement, unless otherwise determined by the Company.
- 6.3.3. The Partner, under no circumstances, shall use the Company's name, logo and/or website, whether for information or educational purposes, except with the prior authorisation of the Company and only for the purpose of this Agreement.
- 6.3.4. The Partner shall not advertise and/or circulate to Clients or any Third-Parties any written information or documentation related to the Company and its services, unless the distribution of such information and documentation has been approved in writing by the Company.
- 6.3.5. The Partner acknowledges and agrees that he/she/it shall not register a business that includes the following words: "BDS Markets", "BDS LTD", "Swissmarkets" and/or "BDSwiss" name. Furthermore, the Partner acknowledges that he/she/it shall not be allowed to register and/or operate a domain name that includes the following words "BDS Markets Ltd", "Swissmarkets", "BDS LTD" and/or "BDSwiss" name.
- 6.3.6. The Partner using a website for promoting his/her /its business must include its Company or its Group Company's information.
- 6.3.7. For the performance of this Agreement, the Partner shall clearly, accurately and fairly inform the prospective clients of:
  - a. The nature of the relationship between the Partner and the Client, and between the Client and the Company, AND
  - b. True, accurate, complete and not misleading information regarding the Company, its products and services, AND
  - c. Any fees directly or indirectly related to the introduction of the client and /or related to the Services provided under this Agreement, AND
  - d. The Complaint Handling Procedure of the Company, and in particular stressed that any complaint against the Partner should be addressed in written to the Company at [complaints@global.bdswiss.com](mailto:complaints@global.bdswiss.com), as amended from time to time.
  - e. The support service of the Company, for any inquiries related to the Company's services, policies, procedures or any other information related to the Company or its products at [support@global.bdswiss.com](mailto:support@global.bdswiss.com).
- 6.3.8. The Partner shall not make any misleading, untrue or inaccurate statement representations or warranties to any Client and/or Third Party nor omit to state any fact or give any information to a Client and/or Third Party, the omission would make the given information being unfair, unclear and misleading.

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6.3.9. The Partner shall use only approved advertising, informational, promotional, marketing materials by the Company with respect to the intellectual Property and Brands right of the Company. The Partner shall not amend, modify or alter in any way, with minor amendments included, any of the Company's marketing materials (including but not limited to the text, information and documentation), intellectual property, brands and/or Trademarks without informing the Company in prior on the proposed amendment or use and before receiving the company's consent to proceed.

## **6.4. PARTNER TRACKING URL**

6.3.1. The Tracking URL, including Trackers IDs or any other Trackers provided by the Company to the Partner, shall be used only by the Partner her/himself for the performance of this Agreement.

6.3.2. The Partner shall not transfer, assign, sell his/her Tracking URL to any Third Party, without prior written consent of the Company. For any violation of this provision, the Company reserves the right to apply the necessary measures, including warnings, termination or reflection on the commission due, as stated in the Article 6.6 below.

## **6.5. REPUTATION & GOOD FAITH**

6.5.1 The Partner shall at all the time maintain ethical practices, high standard of business and conduct its business in such manner so as to reflect favourably on the Company.

6.5.2 The Partner shall at all the time protect the reputation of the Company, including but not limited to its employees, directors, and associates. The Partner shall not do any act that would or might damage the standing reputation of the Company.

6.5.3 The Partner shall immediately notify the Company orally and in writing upon receipt of any prospective clients or client's complaint or threatened action realised against the Company, including its employees, directors, and its associates in connection with any alleged errors and/ or corrections and/or any other matters related to the Company, its services and products.

6.5.4 The Partner shall immediately notify the Company orally and in writing of any claims raised by any regulatory authority or national consumer body or any relevant authority body.

6.5.5 The Partner shall, throughout the duration of the Agreement and after, act in good faith at all times and shall not make any false and/or misleading representation or statements with respect to the Company and/or the Partner Program and/or the Company's products and services and/or not engage in any other practices which may affect adversely the image, credibility or the reputation of the Company and its services.

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## 6.6. SANCTION

- 6.6.6 If the Company has reasonable suspicion that the Partner has committed an act in violation of any of the above mentioned and/or of non-compliance with the provisions herein, the Company reserves the right to, at its sole discretion, with regards to the nature of the breach, including but not limited to:
- a. Send a normal notice referencing the breaches to the Partner to comply within a certain timeframe, and/or
  - b. Send a warning letter to the Partner to comply within a certain timeframe and/or to cease immediately such act or practice and/or to remove immediately any non-compliant material or attitude, before the termination of this Agreement, and/or
  - c. Stop any advertising campaigns, and/or
  - d. Suspend the Partner Account, and/or refuse access to and use of the Company's services and/or Partner Portal and/or Partner account and/or
  - e. Hold back commission or remuneration until the breach is corrected
  - f. Immediate Termination of the Agreement, and/or
  - g. Retain a part or all Partner's commissions and/or retain outstanding payments, AND
  - h. Take any other legal actions deemed necessary for the preservation of the interest, reputation, economy and business of the Company, its employees, and Directors, its associates and of any other stakeholders.

## 7 Partner's Warranties

- 7.1. The Partner shall warrant the Company that all information provided regarding prospective Clients and/ or Sub Partner, during the performance of the Services shall be accurate and reliable and shall not contain any false or misleading or unlawful data.
- 7.2. The Partner shall warrant the Company that he/she/it shall only solicit Clients (and any other persons who may require the Services) and provide the Services appropriately, professionally and lawfully with respect to the applicable legal standards (including any laws referring to the content or nature of the particular services), in compliance with all laws and regulatory rules of any relevant jurisdiction and with all the General Partner Terms & Conditions in every aspect.
- 7.3. The Partner shall warrant the Company, acknowledge and confirm his/her awareness and full understanding of all applicable Laws, Regulation, Legal documents, Authorisations, Licences, Limitations, Agreements and Arrangements applicable to the General Partner Terms & Conditions, including but not limited to the requirements stated in the Article 6.1 above.

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- 7.4. The Partner shall warrant the Company to be and shall continue to be duly authorized to perform this Agreement in compliance with all laws and regulatory rules applicable to it including requirements stated in the Article 6.1. above.
- 7.5. If the Partner is a legal person, company or any other legal entity, the Partner shall be duly organized, validly existing and in good standing under the laws of its jurisdictions and have full legal capacity to enter into this Agreement.
- 7.6. If the Partner is a natural person, the Partner acknowledges and confirms that he/she is of legal age (i.e. over 18 years old).
- 7.7. The Partner shall be solely responsible and liable for the content and the form of his/her duties including any promotional/marketing activities.
- 7.8. The above mentioned terms shall be not limitative. Any breach by the Partner of any of the warranties herein or anywhere else in the General Partner Terms & Conditions renders the entire Agreement or any part of it voidable, at the Company's absolute discretion. The Company further reserves the right to take any of the measures as stated in the Article 6.6. above.
- 7.9. If the Partner commits a breach to this provision, the Partner shall warrant and acknowledge being personally liable towards the relevant jurisdiction and Third-Parties.

## **8 Company's Right & Obligation**

### **8.1. PROSPECTIVE CLIENTS / SUB PARTNER**

- 8.1.1. At its sole discretion, the Company shall proceed with the account opening of Clients referred by the Partner, provided that such clients meet the qualifications and suitability standard criteria set out in the Company's Client Agreement and in accordance with its internal policies.
- 8.1.2. The Company shall provide services to Clients referred by the Partner in accordance with the Company's Client Agreement, all the applicable legal documents available on the Company's website and with its internal procedures and policies.
- 8.1.3. The Company shall, at its sole discretion, refuse to provide its services and products to any potential Client, and to close any Client account at any time, in particular if the prospective clients do not meet or stop to meet the suitability requirements.

### **8.2. COMPLIANCE & MONITORING**

- 8.2.1. All marketing material, educational, online or offline must be approved by the Compliance Department of the Company prior the Partner shall be entitled to use it and the Partner shall apply all the requested changes instructed by the Company in order for the Material to be compliant.
- 8.2.2. The Company shall monitor the Partner's business activities, blogs, websites, social media profile, or any other site associated with the Partners, any existing or future



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method used to communicate with potential clients and to promote the Company's services and products.

- 8.2.3. The Company shall inspect and conduct any due diligence it may require from time to time, without limitation on means of investigation.
- 8.2.4. The Company shall diligently supervise the activities of the Partner, to comply with the Company's terms as well as local regulations or any other regulations as deemed to be applied.
- 8.2.5. The Company shall at any time, review the Partner's placement of promotional/marketing material and approve the use of the Partner's URL Links.
- 8.2.6. The Company may require that the Partner changes the placement or use of such material in order to comply with the applicable regulatory framework and the General Partner Terms & Conditions.
- 8.2.7. Any breach identified following a Compliance check and/or Mystery Check and/or ongoing monitoring shall conduct to the application of one or more sanctions as specified in the Article 6.6 above.
- 8.2.8. The Company shall take legal action against the Partner in the event that the Partner shall attempt to manipulate or abuse the Company's Partnership Program.
- 8.2.9. The Company shall have the right to require a detailed report on discharge of the Partner's Obligations under this Agreement and on the progress and results of services rendered by the Partner.

## **8.3. SUB PARTNER / CLIENT'S DATA**

- 8.3.1. All prospects or Sub Partner or Client's data shall remain exclusively the property of the Company.
- 8.3.2. Unless otherwise expressly foreseen in writing, the Partner shall not acquire any rights to data of any kind, generated, collected, or processed for the performance of this Agreement or by in any other way.

## **8.4. NON- EXCLUSIVE LICENCE**

- 8.4.1. The Company shall provide a non-exclusive license to the Partner to use trading software, forms, literature, newsletters, market reports and/or any other informational material provided to the Referring Party by the Company, in accordance with the Article 12.1 below.
- 8.4.2. The Referring Party acknowledges that the arrangements contained in this Agreement shall be not exclusive to the Partner and that the Company may enter into similar arrangements with other persons (including competitors of the Referring Party).

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## **9 Commission**

### **9.1. COMMISSION PLAN**

- 9.1.1. The Partner shall acquire a right to commission only once the Partner has successfully completed the Online Partner Account Opening Procedure and has activated the Partner URL Trackers as required.
- 9.1.2. The Partner shall acquire a right to commission for the Referred Client that has successfully registered via the Partner URL Tracker. If for any reason, the Referred Client has not used the Partner URL Tracker, the Partner shall not be entitled to remuneration for the Client's activity as the Client shall therefore not be considered as a Referred Client. However, the said Client and/or the Partner shall be entitled to request the Company to be linked to the Partner by stating the reason why the registration was made without using the Partner URL Tracker. The request shall be sent via registered email. Upon the Company's written approval, the Partner shall acquire a right on the Referred Client's activity generated from the date of the Company's Confirmation.
- 9.1.3. The Company shall have the right to refuse the Commission Plan that the Partner opted for on the Online Partner Account Opening Procedure or after the Online Partner Account Opening Procedure.
- 9.1.4. The Company shall pay the Partner, a commission calculated as per the terms set out in the Standard Commission Plan Appendix (Appendix by default) or as negotiated and agreed between the Parties and set out in the specific Appendix ("Commission Plan").

### **9.2. PARTNER PORTAL**

- 9.2.1 The Partner shall have access at any time from her/his/its Partner Portal including but not limited to the following information:
  - a. Number of new Client(s) who have successfully registered with the Partner URL Tracker
  - b. Referred Client's activities,
  - c. Total amount payable after deductions and set-offs in accordance with this Agreement.
- 9.2.2 The Company shall have no liability for the accuracy or completeness of these reports.

### **9.3. MASTER PARTNER & SUB PARTNER COMMISSION**

- 9.3.1. Sub Partner Commission shall be due and paid in line with the Partner's Remuneration Plan Appendix.
- 9.3.2. The Master Partner shall acquire a right to commission due and payable only once the Sub-Partner(s) has/have been successfully accepted as such by the Company and after the payment to the Sub-Partner is completed.

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9.3.3. The Master Partner Commission shall be paid at least on a monthly arrears in accordance with the Company's remuneration policy and the specific Appendix, into the Master Partner Account.

9.3.4. The Article 9.4 Payment below shall apply for the Commission due to the Master Partner.

## **9.4. PAYMENT**

### 9.4.1. Frequency

- a. The Partner Commission shall be paid at least on a monthly basis in accordance with the Company's remuneration policy.
- b. All Commission due shall be credited on the Partner's Account.
- c. For Administration and Account Security purposes, the Company shall reserve the right to restrict the frequency and/ or the commission amounts into the Partner Account within reasonable limits.
- d. The Company shall at its sole discretion, impose a policy according to which a negative payment amount in a month is carried forward to the following month and is deducted therefrom.

9.4.2. The minimum pay-out commission shall be \$100 (one hundred USD). A lesser amount shall be subject to deferral to commission pay-outs of later months provided the cumulative amount exceeds \$100 (one hundred USD).

9.4.3. All commissions shall be stated inclusive of VAT, where applicable.

9.4.4. Payment methods other than bank wires will incur a fee calculated as a discretionary percentage on the transaction value, including payment methods used subsequent to transfers to non-wallet accounts.

9.4.5. The Commission shall be calculated in USD but the Commission shall be paid in EUR currency. The currency conversion shall be made on the date of the payment in accordance with the Company's standard currency exchange policy.

9.4.6. The Company shall be entitled at any time to:

- a. Reduce, deduct or withhold from the Partner's remuneration, any tax or other amount to reflect any increased cost imposed by laws and regulations or any other expenses resulting from a mandatory requirement.
- b. Upon notification, transform any Remuneration Plan and any linked URL Tracker made available to any other plan which the Company may operate from time to time.
- c. Offset from the Partner's Remuneration any cost resulting from fraudulent claims or charge backs or any other equivalent action existing or future, originating from the Partner's Referred Clients, until the Company's loss is fully repaid. The

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Company shall make reasonable effort during the account opening process to verify the authenticity of new accounts and subsequently their payments to the Company.

- d. Withhold the payment if the Company reasonably believes that by not doing so, it will lead to a breach to the Laws and/ or to the Company's statutory regulations.
- e. Not pay rebates to the Partner for trades where the Partner's referred Clients have traded in and out of a position in less than two (2) minutes.
- f. Cancel the relevant proportion of the Partner's remuneration in the case of termination with cancellation of profit of the business relationship with the Partner's Referred Clients due to breach to the Client's Agreement of the Company.
- g. Cancel any outstanding Partner's commission and terminate this Agreement if the Company detects or has reasonable suspicion that the Partner introduces abusive clients or otherwise abuses the Company, it's services or it's systems, Party and terminates the Agreement.

## 10 Duration

- 10.1. This Agreement shall come into force from the day the applicant Partner has accepted online this Agreement at the Partner Account Opening Procedure stage and shall continue in force for an indefinite period of time subject to termination in accordance with Article 11 below.
- 10.2. This Agreement shall be automatically cancelled if the Applicant Partner has not successfully completed the Partner Account Opening Procedure and has not been accepted as a Partner by the Company. The cancellation shall have the same consequences than the Normal Termination as stated in the Article 11 below.

## 11 Termination

### 11.1. TERMINATION BY EITHER PARTY

- 11.1.1. Either Party (the 'Notifying Party') shall be entitled at any time to terminate this Agreement for any reason without justification, upon giving 10 (ten) Business Days written notice to the other Party.
- 11.1.2. The Termination shall be considered effective at the last business day of the notice period at midnight (the "Termination Date").

### 11.2. IMMEDIATE TERMINATION

The Company shall be entitled to terminate or suspend immediately this Agreement, without notice, in any of the following cases:

#### 11.2.1. PARTNER'S FAULT

- a. The Partner violates or breaches any provision of the General Partner Terms & Conditions.

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- b. The Partner or/and Referred Clients and/or Sub-Partner breach any provision of the Applicable Anti-Money Laundering Regulations.
- c. The Partner violated Laws or Regulations to the jurisdiction to which he/she shall be subject to and/or the laws or the regulations of the Republic of Seychelles.
- d. The Partner's malpractice, deceit, failure or other significant event, including liquidation, bankruptcy, insolvency or winding-up proceedings.
- e. The Partner involves the Company directly or indirectly in any type of fraud, theft, act of dishonesty or crime.
- f. After the Sanction measures had been applied to the Partner as per article 6.6 above and the Partner failed to remedy.

## **11.2.2. LACK OF PERFORMANCE**

- a. There is non-performance or low performance on the part of the Partner; specifically, if the Partner's Account is inactive, his/her contract and participation in the Partner's network ends automatically.
- b. Hereafter, inactive means that:
  - I. the Partner did not generate enough commission for initiating a payment into his/her Partner Account, or that no monies were paid out to the Partner within 90 (ninety) days or more (by a withdrawal or a transfer to a client account); or
  - II. the Partner did not introduce any new clients within 90 (ninety) days or more through his/her Partner Services; or
  - III. the Partner did not respond to any of the verification messages sent to him/her within a reasonable period of time. In the event of an automatic ending of the contract, all the cash resources remaining in the Partner Account pass to the Company.

## **11.2.3. SUSPENSION**

- a. The Company shall have, at its sole discretion, the possibility to opt for the suspension of this Agreement, instead of terminating it, during such period of suspension, the Company shall have the right to hold back the payment of the commission.
- b. Once the suspension is lifted, all the retained commissions shall be paid to the Partner.

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## 11.2.4. REQUIRED BY LAW

- a. The Partner's death
- b. The termination shall be required by any competent regulatory authority or body, or Applicable Laws.

## 11.3. TERMINATION'S EFFECTS

11.3.1. Termination shall not affect accrued rights and remedies nor the continuance in force of any provision hereof which expressly or by implication shall be intended to survive termination unless those accrued rights derived from an illegal act and/or from a breach of a clause of the present agreement.

11.3.2. At the Termination Date:

- a. All remuneration due to the Partner up to the date of termination of the Agreement shall be paid to the Referring Party upon clearance of any Client obligation, settlement of all pending Client transactions, or deduction or cancellation as per including but not limited to Articles 6.6 and 9 above.
- b. The Partner's Participation in the Partner's Network ends automatically.
- c. The Company shall be entitled to automatically deactivate all Partner's trackers.
- d. The Partner loses the right to remuneration
- e. The Partner shall withdraw all credit balance from his/her Partner's Account within thirty (30) days from the Termination Date. In default, the remaining funds fall back to the Company.
- f. The Company shall not be prevented or restricted from dealing with potential clients and Referred Clients and Additional Clients after termination.
- g. In the event of an automatic ending of the contract, all the unpaid commissions below the above threshold remaining in the Referring Party's account will be paid out.

## 12 General Provision

### 12.1. INTELLECTUAL PROPERTY

12.1.1. For the duration of this Agreement, the Company grants to the Partner a limited, non-transferable, non-exclusive, revocable license to access the Company's Partner Portal and/or site and/or Partner Area and use, within the territory of his/her activities, the Company marketing and promotional material, including but not limited to: banners, logos, creatives, content, trademarks, brands, copyright, literature in accordance with the terms of this Agreement and for the sole purpose of introducing Client(s) to the Company and/or promoting/advertising the Company's products and services.

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- 12.1.2. Any promotional/marketing material developed or created by the Company and placed or used by the Partner, shall be owned by the Company and, except for the purposes of this Agreement, shall not be used by the Partner without the prior written consent of the Company.
- 12.1.3. All Intellectual Property licensed to the Partner belongs solely and exclusively to the Company and its successors and shall not be used, transferred or assigned to a Third Party without the prior written permission by the Senior Management of the Company. Nothing in this Agreement shall confer any right of ownership in our Intellectual Property. The Company reserves all of their rights in the materials provided and all of its other proprietary rights.
- 12.1.4. The Partner acknowledges and agrees that he/she shall use the Intellectual Property of the Company in a lawful manner and in strict compliance with General Partner Terms & Conditions and only during the term of the cooperation between the Parties.
- 12.1.5. The Partner shall display any of our Intellectual Property and marketing material on his/her website(s) (including but not limited to Social Media, Blog or any other means or method existing or future) solely for the purpose of marketing and promoting the Company's products and services, and has been provided by the Company.
- 12.1.6. Upon termination of this Agreement by either party, the Partner shall return to the Company all proprietary information the Partner might have in his/her/its possession.
- 12.1.7. Regardless of any provision in this Agreement to the contrary, in which case this clause shall prevail; upon request by the Company, at any given time, including the termination of this Agreement for whatever reason, the Partner must, as soon reasonably practicable but in no event later than five (5) business days, remove and/or take all such actions as may be expedient or required to ensure that any type of IP of the Company and/or any reference to the Company and/or its products and/or any inaccurate or misleading information regarding the Company and/or its products is removed and/or taken down forthwith from any online, virtual or physical place and/or document. The obligation of the Partner towards the Company created by this clause is perpetual and subject to no restrictions or limitation of liability of the Partner.

## **12.2. DATA PROTECTION**

- 12.2.1. The expressions "data controller", "processing", "personal data", "data processor", "data subject" and "subject access request" shall bear their respective meanings given in the EU General Data Protection Regulation (GDPR) and any other grammatical forms of those expressions shall be interpreted accordingly.
- 12.2.2. The Partner shall warrant the Company that he/she/it has made the appropriate notifications and have complied with the notification provisions under the EU General Data Protection Regulation (GDPR) in respect of the Partner's obligations under this Agreement and that the performance under this Agreement shall not breach or contravene such notification, nor cause the Company to breach its requirements under the EU General Data Protection Regulation (GDPR).

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## 12.2.3. The partner's personal Data

- a. The Company shall hold personal data about the Partner or any person employed by the Partner and relating to the Partner's dealings with the Company on the Company's database for the purpose of this Agreement, paying the Partner's commission, maintaining the business relationship and for regulatory issues.
- b. The Company shall use the Partner's personal data to manage the ongoing relationship, to provide information and to administer the Partner's account. The Company may carry out credit and/or reference checks on the Partner or any other director, partner or employee of the Partner. By accepting a relationship with the Company, the Partner and any other director, partner or employee of the Partner agrees to these checks taking place throughout the duration of the relationship where the Company, in our sole opinion, feels it is necessary to do so.
- c. The Company shall keep the Partner's personal data (and the Partner's employees' personal data) for a period as required by the local legislation(s). The Company may also share the Partner's personal data (and the Partner's employees' personal data) with our service providers, agents and with third parties such as auditors, other financial institutions and legal and regulatory bodies (in Seychelles and abroad).
- d. The Company may contact the Partner by mail, phone, email or other electronic messaging with further offers, promotions and information about products and services which may be of interest to the Partner.
- e. To provide the services under this Agreement, it may be necessary to transfer the Partner's personal data and/ or the Partner's employees' personal data to countries that provide a different level of data protection. In such circumstances, the Company shall ensure that the relevant country has an adequate level of protection as required by the GDPR.
- f. The Partner must keep secure all security information which he/she/it uses to access information provided by the Company, both on the Partner and a third party's systems. Security information may include, but shall not be limited to passwords, digital identifiers/certificates and encryptions. The Partner shall inform the Company as soon as the Partner becomes aware of anyone ceasing to be eligible to access any of the Company or a third party's system to which the Partner has access.
- g. Where the Partner chooses to deal with the Company online, the Partner may be subject to additional terms and conditions relating to the Company online services which can be found on the applicable website.
- h. Email communications shall not necessarily be secured and may be intercepted or changed after its sent. The Company does not accept any liability where such communications are changed or are not delivered.



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- i. The Partner shall ensure that he/she/it has adequate security measures in place (including but not limited to any measures the Company asks the Partner to take) and that the appropriate measures are in place to prevent harmful viruses being sent to the Company electronically.

## **12.2.4. The referred Party's Personal Data**

- a. The Partner shall warrant to the Company that, where the Partner collects the prospects' personal data and Client's personal data, that:
  - i. The data were collected fairly and lawfully, and
  - ii. The disclosure of such data to the Company is fair and lawful; and
  - iii. The Company's use of such personal data for the purposes of carrying out its obligations under this Agreement shall not breach the Data Protection Legislation. and
  - iv. The Partner ensures that the prospects and clients are informed of the collection and transfer of their personal data in plain and understandable language in a fair and lawful way. In case those terms and information are disclosed to prospects and clients in the Partner's Privacy Policy, the document shall always be easily accessible and available for download.
- b. Both Parties shall comply with the EU General Data Protection Regulation (GDPR) in respect of such personal data. If a Party receives a subject access-, transformation-, deletion- and/or any other request in relation to personal data held by the other, granted to the data subject by the GDPR, the other Party holding such personal data shall do all things as are reasonably necessary to assist the Party in receipt of the subject access request to perform such compliance obligations.
- c. If the Partner is unsure what his/her/its obligations are or how the EU General Data Protection Regulation (GDPR) applies to the Partner or his/her/its organization, the Partner shall seek further guidance from the Data Protection Commissioner of his/her/its country and/or seek professional legal advice. The Company shall not be able to advise the Partner on the Partner's obligations under the EU General Data Protection Regulation (GDPR).
- d. To the extent that either of the Party is acting as a data processor on behalf of the other, the Party acting as data processor shall:
  - i. Bring into effect and maintain appropriate technical and organizational measures to prevent unauthorized or unlawful processing of any personal data of the Client or Potential Client and accidental loss or destruction of, or damage to, any personal data of the Client or Potential Client, including but not limited to taking reasonable steps to ensure the reliability of employees having access to the Client's personal data. Without prejudice

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to the generality of the foregoing such measures shall ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage of the Client's personal data and the nature of the Client's personal data to be protected.

- ii. Only process the Client's personal data on behalf of the data controller in accordance with, and for the purposes set out in this Agreement and in accordance with instructions received from the data controller from time to time.
- iii. Promptly notify the Client about any matter which may cause the data controller to become non-compliant with the EU General Data Protection Regulation (GDPR) applicable to the processing and provide such information about remediation as the data controller shall reasonably require.
- iv. Promptly notify the data controller about any accidental or unauthorized access which may affect the Client's personal data and provide such information about remediation as the data controller shall reasonably require.
- v. Not transfer the Client's personal data outside of the European Economic Area without the prior written consent of the data controller;
- vi. Allow representatives of the data controller to audit the data processor's compliance with the requirements of this clause on reasonable notice and/or, at the option of the data controller, on request to provide the data controller with evidence of its compliance with such requirements; and
- vii. Use all reasonable endeavours to assist the data controller to comply with any obligations imposed on the data controller by the GDPR in relation to any of the Client's personal data including without limitation:
  - I. providing the data controller with reasonable assistance in complying with any subject access request served on the data controller under the Data Protection Legislation;
  - II. promptly informing the data controller about the receipt of any subject access request received by the data processor in relation to the Customer's personal data processed pursuant this Agreement;
  - III. complying with the data subject's "right to be forgotten" as per the GDPR should such a request be forwarded to you by the official communication ways by Company and does not withstand any legal obligations both or any of the parties of this agreement are underlying;
  - IV. in regard to data subjects requests forwarded to the Partner regarding the above mentioned right or any other rights, the

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Partner shall inform the Company promptly of such requests to ensure compliance.

## **12.3. LIABILITY**

### **12.3.1. INDEMNIFICATION**

The Partner hereby agrees to defend, indemnify and hold harmless the Company and any of its subsidiaries and Partners, Directors, Senior Executives, Supervisory Board members, officers, employees, agents, shareholders, and representatives from and against any claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorney fees or justifiable legal fees) which (directly or indirectly) stem from or arise out of:

- a. The Partner's breach of any of the General Partner Terms & Conditions
- b. The Partner's gross negligence or wilful misconduct;
- c. Any claim for infringement against the Partner of the Company use of any trademarks, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party;
- d. Any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the Partner herein, or
- e. Any claim related to the Partner's site, including, without limitation, content therein not attributable to the Company.

### **12.3.2. EXCLUSION OF LIABILITY**

The Company shall not accept responsibility for any act or omission of the Partner in the carrying out of the Partner's business or otherwise.

### **12.3.3. OFF-SETS**

The Company shall be entitled to set off any claims the Company has against the Partner under the Law or under this Agreement against all the Partner's claims for payment.

### **12.3.4. FORCE MAJEURE**

The Partner agrees that the Company shall not be held liable for any costs, damages or losses caused by force majeure events, including, but not limited to, government restrictions, exchange or market rulings, suspension or delay of trading, war, civil disturbances, earthquakes, strikes, equipment failures, communication line failure, system failure, unauthorized access, theft or any problem, technical or other which may prevent the Partner or the Preferred Client from entering or modifying an order or prevent the Company from acting on an online instruction, or any other events or conditions beyond the Company's control.

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## 12.4. SCOPE

- 12.4.1. This Agreement shall be non-negotiable and overrides any previous or other agreements, arrangements, express or implied statements made by the Company unless the Company, in its sole discretion, determines that the context requires otherwise. If the Partner does not agree to be bound by the terms and conditions of this Agreement, the Partner shall cease using our services and inform the Company in writing immediately by sending an email to the email address provided to the Partner during the Partner Online Account Opening Procedure.
- 12.4.2. This Agreement shall not constitute a joint venture and neither Party shall be the agent of the other. The Partner shall strictly not be authorized to act as an agent, appointed representative or as any authority of the Company. The Partner shall not make any recommendations, give advice, accept any commitment and/or guarantee and/or accept any responsibility for any matter whatsoever for or on behalf of the Company. The Partner is an independent contractor.
- 12.4.3. Nothing herein contained in this Agreement shall constitute or create an employment relationship between the Company and Partner and/or Sub-Partner or their employees and as such, the Partner, Sub-Partner and/or their employees shall not be entitled any statutory contributions required to be made by an employer under any applicable law and any other benefits which the Company makes available to its employees.
- 12.4.4. The Partner shall not without the prior express written consent of the Company assign, transfer, charge, sub-license, outsource or deal in any other manner with this agreement or any of its rights and/or liabilities under it. Any fictitious assignment, transfer, sublicense or outsource in breach of this Article shall not transfer any rights to the alleged assignee and shall be void. The Company shall be entitled, including but not limited to assign, transfer, charge, sub-license or deal in any other manner with this agreement or any of its rights and/or liabilities under it.

## 12.5. COMMUNICATION

### 12.5.1. NOTICES

- a. Unless specified otherwise in this Agreement, any communication or written notice by the Company under this Agreement shall be given in writing to the email address provided by the Partner during the Partner Online Account Opening Procedure (the 'Registered Email Address') or, if this changes, to the new email address provided by the Partner.
- b. All communications sent by the above delivery method shall be deemed transmitted by the Company, whether received by the Referring Party or not.

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## 12.5.2. OFFICIAL LANGUAGE

This Agreement may be translated into other languages but, in the event of any inconsistency or ambiguity as to the meaning of any word or phrase in any such translation, the English version shall prevail.

## 12.6. CONFIDENTIALITY

12.6.1. Each party shall keep confidential all confidential and secret information of the other disclosed to it in relation to or in the course of this Agreement and shall use them only to perform this Agreement and disclose it only to those of its employees and/or authorized representatives who have a need to know such information to perform this Agreement and no other Third Party and shall not after termination of this Agreement use or disclose any confidential information for any reason.

12.6.2. Article 12.6.1 above shall not prohibit the use or disclosure of information:

- a. which is in or comes into the public domain without breach of this Agreement by the recipient thereof ("the Recipient");
- b. if and to the extent required by any law or regulatory rule, provided that unless not practicable/permisible in the circumstances the Recipient shall give the Disclosing Party notice of any such proposed disclosure before the same is made.

12.6.3. The Partner shall keep confidential and shall not disclose to anyone except with the prior written approval of the Company, during and subsequent to the relationship with the Company, all material information it receives during the course of business with the Company, including, but not limited to, Client information, strategies, future plans and anything else related to the business of the Company which shall be deemed as confidential.

## 12.7. AMENDMENT

12.7.1. The Partner acknowledges that the Company reserves the right, at any time and under its sole discretion, to unilaterally amend, modify, update, or change any of the terms of this Agreement, Addendum, Appendices or Annexes.

12.7.2. All the amendments shall come into effect seven (7) business days after the announcement. It is the Partner's own responsibility to visit the company's website on a regular basis in order to ensure that (s)he/it is aware of the latest version of this Agreement.

12.7.3. In case where the Partner does not agree with the amended Agreement, (s)he/it is obliged to terminate the Agreement by notifying the Company in writing within seven (7) business days from the date that the amended Agreement comes into effect. If the Partner does not act within the seven (7) day limit, his/her acceptance of the amended Agreement shall be assumed, and the terms of the amended Agreement shall apply to the Partner.

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## **12.8. SEVERABILITY**

- 12.8.1. Each of the provisions of this Agreement is severable. Accordingly, if any provision(s) of this Agreement is or becomes, at any time, invalid, illegal, void or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.
- 12.8.2. The Parties agree that any invalid, illegal or unenforceable provision shall be deemed to be automatically replaced by the valid, legal and enforceable provision satisfactory to any relevant competent authority that comes as close as possible to the commercial and legal effect sought by the replaced provision.

## **12.9. SURVIVAL ARTICLES**

- 12.9.1. Articles 6, 7, 9, 11, 12.1, 12.1.6, 12.1.7, 12.3, 12.4 12.6 as well as provisions which shall be necessary for the interpretation or implementation of this Agreement shall continue to apply even after the termination or expiry of this agreement.

## **12.10. ENTIRE AGREEMENT**

- 12.10.1 This Agreement constitutes the entire Agreement along with the other relevant Terms as stated herein, including but not limited the Code of Conduct, the Marketing Guidelines and the Company's Complaint Handling Policy constitutes the inseparable General Partner Terms & Conditions and the related consensus between the Parties regarding the object of this Agreement and supersedes all previous or subsequent verbal or written agreements or understandings between or among the Parties hereto with respect to the subject-matter of this Agreement, except for the modifications to the agreement offered by us under Article 12.7. Amendments above.
- 12.10.2 Each of the Parties acknowledges and agrees that the conclusion of this Agreement does not imply any statement, declaration, guaranteed assurance, agreement, declaration of obligation, promise or assurance (whether issued intentionally or unintentionally) by any party (whether a party to this agreement or not) which is not explicitly stipulated in this agreement. Each of the Parties irrevocably and unconditionally relinquishes all claims, rights and damages which, except for this clause, it could assert in connection with the aforementioned. Nothing in this section should limit or exclude a liability for fraud
- 12.10.3 The heading and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement or its interpretation
- 12.10.4 No Terms of this Agreement may be waived unless such waiver is in writing and signed by both Parties. No oral or implied waiver shall be recognizable.

## **12.11. GOVERNING LAW**

- 12.11.1. The Partner accepts that this Agreement and all transactional relations between the Partner and the Company shall be deemed to have been concluded in Seychelles and

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is subject to the Laws of the Republic of Seychelles and must be interpreted in accordance therewith. The Partner irrevocably agree that the competent courts for the settlement of any disputes which may arise from this Agreement between the Parties shall be the district court(s) of the Republic of Seychelles. The Partner hereby relinquish the right to object to the lack of territorial or subject-matter jurisdiction of a court.

12.11.2. The Parties shall conduct every effort to resolve amicably any dispute before involving any Court and/ or Authority.

12.11.3. This Article does not deprive the Company of the right to lodge a complaint against the Partner in any other court of jurisdiction, nor does it deprive us of the option to lodge a complaint in other jurisdictions in the event of a complaint covered by one or more jurisdictions, regardless of whether this happens at the same time, as long as that jurisdiction's law permits it.

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