

# FXORO PARTNER AGREEMENT

## Terms & Conditions

### 1. Introduction

1.1 This Partner Agreement ("Agreement") is made between ORO FINTECH LTD, (hereinafter the "Company") trading as "FXORO", an investment firm authorised and regulated by the Financial Services Authority of Seychelles as a Securities Dealer with license number SD 046 and the "Partner", individual or legal entity that applies for and is and is approved by the Company as a Partner and has accepted this Agreement without making any alterations.

1.2 This Agreement governs the contractual relationship between the Partner and the Company, by which the Partner can, subject to the present terms and conditions, be remunerated for introducing new Qualified Traders to the Company.

Both the Partner and the Company shall be collectively referred to as the "Parties" and separately as the "Party", where the context requires so.

### 2. Definition of Terms

For the purpose of this Agreement, the following capitalized terms shall have the meaning ascribed to them hereunder:

**Account(s):** shall mean any trading account the Trader runs with the Company.

**Partner:** shall mean the individual or entity which request to become a Partner of the Company through the completion of the Account Opening Process via the dedicated section of the Company's website, and the Company approves the application for the affiliation.

**Partner Portal:** shall mean the secure electronic system which the Partner will use to register, accept these Terms and Conditions, login in order to view all their data, get Partner Tracking Codes, view statistics, complete/update their payment profile and access promotional tools. The Partner Portal will also be used by the Company to administer the Partner's account.

**Partner Tracking Code:** shall mean the unique link, hypertext link and/or personalised ID which is obtained from the Company's Partner Portal by the Partner and is used to identify Partner's activities including the Leads, Clients, Traders and Qualifying Traders introduced by the Partner to the Company.

**Agreement/Contract:** shall mean this Partner Agreement.

**Client:** shall mean any new person, whether an individual and/or a company who has been or is introduced by the Partner to the Company and with whom the Company has entered into a Client Agreement in accordance with the Company's Operational Agreements.

**Company:** shall mean ORO FINTECH LTD, trading as "FXORO" as defined in section 1.

**Commission:** refers to the Commission that the Partner shall be entitled to receive for any services provided to the Company as this is agreed individually between the Parties, on a separate document

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(Appendix / Insertion Order) which forms part of this Agreement, as further defined in clause 5 of this Agreement.

**Contract for Differences ("CFDs"):** shall mean a contract, which is a contract for difference by reference to fluctuation in the price of the underlying asset (futures, metals, shares, indices etc.), without the right for physical exchange of the underlying asset.

**Controller:** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

**Force Majeure Event:** shall have the meaning as set out in clause 13.

**FXORO:** is the trading name of the Company.

**FXORO Products and Services:** shall mean all and any trading financial instruments offered by the Company, including but not limited to foreign currencies, commodities, indices, CFDs and transferable securities.

**Lead:** shall mean any new person, whether an individual or a company who has been or is introduced by the Partner to the Company as a prospective Client and for whom the Company has received a degree of contact information.

**Non-Qualified Trader:** shall mean any Lead, Client or Trader who is not a Qualified Trader for the reason of not yet corresponding to the Qualified Trader requirements defined within this Agreement.

**Operational Agreements:** shall mean the agreements entered into by the Client and/or Qualified Trader and the Company that govern all trading activity of the Client and/or Qualified Trader with the Company. Operational Agreements consist of but are not limited to the Client Agreement, Policies and Terms of Business, as these may be found on the Company's official website and as may be amended from time to time.

**Promotional Material:** shall mean any communication that relates to the Company or its services in any way for the introduction of a Lead. Promotional material includes logos, banners, links, codes, trade names, trademarks, service names including, without limitation any promotional marketing giveaways and/or similar identifying material or tools provided to a Partner by the Company for the purpose of the present Agreement.

**Processor/Sub-Processor:** for the purposes of protection of personal data shall mean a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the controller.

**Qualified Trader / Trader:** shall mean any new – unique Trader who is acting under his/her capacity as a Client, who has registered through a Partner Tracking Code, completed the Company registration procedure, has been approved by the Company and has successfully completed (opens and closes) 5 (five) lots of trade with own investment during the Qualifying Period and meets the Terms and Conditions of this Agreement.

The Partner nor any of its Sub-partnered Parties are entitled to become a Qualified Trader, hence the Partner shall not be entitled to receive any commission/ compensation for any Sub-partnered Party that becomes a Qualified Trader. "Sub-partnered Party" shall be defined as:

- Any worker/partner/associate/employee of the Partner;
- Any member of the Partner's immediate family;
- Any individual, corporation, partnership, joint venture, trust and any other body corporate controlled directly or indirectly by the Partner;
- Any entity (legal or natural) whose IP address is found to be the same as the Partner's.

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**Qualifying Period:** shall mean a 6 calendar months period starting from the day of a Qualifying Trader's first deposit in his/her Account(s).

**Tier:** shall mean a group of Countries specified by the Company. Each Tier will present a separate Commission category.

**Written Notice:** shall have the meaning set out in clause 6 of this Agreement.

### **3. Commencement**

3.1 This Agreement will bind the Partner and the Company and will commence the date that the Partner is approved by the Company. Before this day, it is embedded that the Partner has accepted this Terms and Conditions on the Company's Partner Portal and has proceeded by submitting identification and other documentation as requested by the Company (e.g. Proof of Legal Existence, Proof of Address, Proof of Website Ownership etc.) and has completed the registration process. This Agreement will continue for a period of 12 months unless and/or until terminated according to clause 7 below herein.

3.2 Since this agreement is made between Parties who are geographically remote, it will be considered as legally binding as of the day the Partner is approved by the Company as described in clause 3.1 and not before. By clicking the "FXORO Partner Agreement" box during the registration process, the Partner agrees to the terms of this Agreement with the Company. The Partner hereby waives any of his/her rights/requirements under applicable laws/regulation which require to receive an original (non-electronic/ digital) version of this Agreement and to sign such document.

3.3 The Partner further acknowledges and consents to the availability and/or provision of information through the Company's website.

### **4. Partner's Obligations and Warranties**

4.1 In order for a Partner to be considered for participation by the Company in the Partner Program, the Partner must complete and submit the online application in the private section of the Partner Portal available on the Company's website and accept online the present Agreement as defined in section 3.

4.2 Further and in addition to any other warranty and/or representation provided by the Partner within the present Agreement, Partner hereby warrants to the Company to have the complete power and authority to enter into this Agreement and that this Agreement constitutes a valid and legally enforceable agreement. The entry of this Agreement has been duly and validly authorized by all necessary corporate or other organizational actions and approvals. The Partner's entry to this Agreement is not prohibited by the terms of any document, is not contrary to any law, rule or regulations, and is not in violation of any court or administrative order.

4.3 If the Partner is a company or a legal entity then the person agreeing to this Agreement on behalf of that company or entity hereby represents and warrants that he or she is authorized and lawfully able to bind that company or entity to this Agreement.

4.4 The Company will evaluate the Partner's application in good faith and in a timely manner.

If the Partner's application is rejected, for any reason, the Partner may reapply only once the Partner has rectified the issues which lead to his or her rejection.

4.5 Once the Partner registers, provides his e-mail address and creates password, the Partner will be granted access to his/her secure Partner Portal. From this site the Partner will be able to access information with regards to the Partner's performance and Commission.

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4.6 The Partner must provide to the Company sufficient proof of identity documentation, as these may be requested from time to time.

4.7 The Partner must provide true and complete information to the Company, at all times, about the Partner and/or his/her activities and/or his/her blog and/or his/her website and/or his/her social media profile and/or any other information directly and/or indirectly related to the terms of the present Agreement and notify the Company promptly in case of any changes, as well as any and all websites and links the Company's logo brand name and marketing material, promotions etc. is used.

The Partner can use sub-Partners in relation to this Agreement, however it is noted that the use of sub-Partners is subject to specific conditions between the Company and the sub-Partner. Subsequently, the Partner is responsible to maintain an active online record / registry of all sub-Partners which must include their details (name, phone number, website(s) and e-mail) in order to enable the Company to conduct continuous compliance monitoring. This record must be accessible to the Company at all times and must be updated by the Partner on a weekly basis. The Partner remains responsible to ensure that the sub-Partners use only the Promotional Material of the Company which is distributed by the Partner.

In case the Company identifies that a Sub-Partner is non-compliant with the law or is in breach of any provision stipulated in this Agreement, the Company, taking into consideration the provisions of 4.15 below, shall be entitled to request that the sub-Partner is terminated by the Partner, immediately.

4.8 The Partner must provide to the Company sufficient proof of ownership of their blog and/or website and/or social media profile as these may be requested from time to time. The same requirement shall apply also for the Sub-Partner/s.

4.9 The Partner acknowledges that he/she is aware and understands the Company's Policies in respect to Compliance and Anti-Money Laundering, which may be modified from time to time, and agrees to operate in accordance with the policies and procedures contained therein.

4.10 The Partner shall always maintain in force all necessary registrations, authorisations, consents and licences to be enabled to fulfil his or her obligations under this Agreement and fully comply with all applicable laws and regulations (including but not limited to financial services regulations, data protection, trademark, copyright and anti-spamming rules) applicable to the Partner or to the jurisdiction in which the Partner is resident or carry on business.

4.11 Whenever requested, the Partner will supply details and evidence of its status and business and of the licensing and/or authorisation requirements applicable to the Partner's activities at the Company' and/or the Company' request.

4.12 The Partner hereby confirms and understands that he/she shall not be entitled to receive any type of Commission when this is linked to his/her personal/own trading activity with the Company neither the one of his/her relatives/affiliated – related entities.

4.13 To promote and market the Company Products & Services, the Partner shall use only the Promotional Material that is approved by the Company and after this Promotional Material is either provided to the Company for review and approval and/or directly provided by the Company. The Partner is prohibited and strictly refrained from using any Promotional Material that is not approved formally by the Company.

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

4.15 The Company holds the right to monitor the Partner's site / any means of marketing and/or any site associated with the Partner as deemed necessary to make sure that it is up-to-date and to notify the Partner of any changes that the Company consider that could enhance his/her performance, instructions which the Partner is obliged to follow and/or comply with. The Partner 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 Site infringement of a third party's intellectual property by the Partner. The Company holds the right to request from the Partner to remove any promotional material and/or cease any marketing campaign that is found to be in non-compliance with the Company's Guidelines or in case the material presented is not approved by the Company. In such event the Partner shall immediately and no later than within 3 hours from the time that the Company's email is sent, to follow the instructions of the Company and report back to the Company with a confirmation email of any actions taken. In case the Partner fails to comply with the Company's request, this shall give rise to the Company to deduct and/or withhold any commission that was supposed to be received by the Partner for the specific day.

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

4.17 Throughout the period that this Agreement shall be in force, the Partner undertakes the responsibility to act in good faith at all times and must not make any false and/or misleading representations or statements with respect to the Company and/or the Partner Program and/or the Company and/or the Company Products and/or the Services provided and/or engage in any other practice which may affect adversely the image, credibility or the reputation of the Company.

4.18 The Partner undertakes the strict responsibility not to take and/or assist and/or cause due to any act or omission the association directly and/or indirectly the Company and/or their Services and/or the Company Products and/or including but not limited to, using any website for unlawful activities, or having any content on his or her website, that is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights and shall not link to any such material; or violates any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about the Company or the Company's activities and business; or contains software downloads that potentially enable diversions of Commission from other Partners in this Partner Program.

4.19 Without prejudice to the foregoing, the Company will not be responsible, and the Partner will bear sole responsibility for his or her unlawful and/or illegal acts and/or omissions, including but not limited to the use of another person's copyrighted material or other intellectual property in violation of the law or any third-party rights.

4.20 The Company reserves the right at its absolute discretion to terminate this Agreement and the Partner's participation in the Partner Program and/or detach a Trader from the Partner and/or to cancel all orders and annul all profits and/or remove and deduct any Promotional Material which might be offered from time to time from the Partner's account and/or the Trader's account, should the Partner and/or any of the Traders commit and/or the Company suspect any fraud in the use of and/or abuse of the Company' Partner Program and/or any attempt of collusion and/or manipulation and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or breach of the terms and conditions of this Agreement, the Company shall not be liable to the Partner for any Commission resulting from such fraud, breach or abuse detected and/or suspected.

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4.21 The Partner must not transmit to or in any way, whether directly or indirectly, expose the Company website, content, platform and any other of the Company Property to any computer virus or other similarly harmful or malicious material, virus or device.

4.22 The Partner must not cause or assist by any act or omission in the creation or design of any website, which explicitly or impliedly resembles the Company website and/or Leads to believe the Partner is the Company or any other Partner business.

4.23 The Partner hereby acknowledges and understands that he/she must introduce to the Company Leads and/or Traders from jurisdictions defined by the Company. The Partner hereby consents and accepts that he/she will not be entitled to Commission if the above condition is not met and/or for any Lead / Trader coming from an unspecified jurisdiction.

4.24 The Partner shall promptly inform the Company of any information or acts of a third party that has become known to the Partner that could potentially harm the Company and/or the Company Products & Services and/or their reputation in any way and manner.

4.25 The Partner cannot use or register a domain name or keywords, search terms or other identifiers for his/her activities with the name of the Company, FXORO or FOREXORO or similar or which may cause confusion without the prior written consent of the Company.

4.26 The Partner hereby acknowledges and understands that he/she must not advertise the Company's Products and Services to any jurisdiction other than the ones specifically defined by the Company. THE PARTNER WILL BE FULLY RESPONSIBLE FOR ANY CIRCUMSTANCES WHICH MAY ARISE FROM A POSSIBLE BREACH OF THIS CLAUSE.

4.27 The Partner will be responsible for the payment of any taxes and/or charges and/or duties paid arising from the course of the business under this agreement.

## **5. Partner's Commission**

5.1 The Partner's Commission is calculated and awarded subject to the terms agreed between the Parties and as these are expressed in writing either through an Insertion Order and/or an Appendix to this Agreement. Such terms may be amended from time to time at the Company's absolute and sole discretion by giving at least 3 (three) business days prior written notice by e-mail to the Partner or by announcement within any of the Company's or the Company official websites and/or by posting any announcement on any of the Company's official websites or within the Partner Portal.

5.2 The Commission, will always be calculated and transacted by the Company in United States Dollars (USD) unless otherwise agreed by the Company and the Partner in writing. The Company takes no responsibility for the final value of the Commission the Partner receives which may be subject to:

(i) the Partner's Bank fee deductions for receiving the amounts, or where the Partner's Bank has converted the Commission from USD to an alternative foreign currency.

(ii) fees for any other Commission withdrawal methods.

5.3 Unless otherwise agreed between the Parties in writing, payments will be transacted by the 20<sup>th</sup> of the following month to the Partner's bank account, Skrill account or Neteller account as and if supplied by the Partner on the Partner System. The Partner will be responsible for providing valid and accurate payment details as a means for the Company to be able to successfully transact Commission payments. In the event that the specified paydays fall during a weekend or on an International Bank Holiday, the pay-out procedure will be completed on the next business day. The Company will not be held

responsible for any delays which may occur between the date of Commission transaction by the Company and the date the Partner's bank or e-wallet provider will make the money available to the Partner to use.

5.4 Without prejudice to the foregoing, the Company has the right not to pay to the Partner the Commission and/or annul any accrued pay-out and/or amend such terms and/or the terms of the present Agreement and/or terminate the Agreement and/or close any accounts with immediate effect if:

- (i) Some form of abuse or market abuse or market manipulation may have taken place; or
- (ii) The Partner is found in breach of any term of this Agreement.

5.5 If the Company receives a request in writing from a Lead/Client/Trader/Qualified Trader to remove and/or transfer and/or unlink a Lead/Client/Trader/Qualified Trader from a Partner the Company reserves the right to do so and to cease paying the Partner any Commission and the Partner shall have no further rights in respect of the unlinked Trader. Under no circumstances shall the Company be liable for any consequences of any such removal from a Partner and/or transfer to another Partner.

5.6 Any indication or suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity relating to the removal and/or transfer of Trader(s) between Partners, shall entitle the Company, to take any action they deem fit and proper in their sole and absolute discretion, including but not limited to the annulment of any Commission and/or termination of this Agreement.

5.7 Trades with duration of 3 (three) minutes or less will not be included in the calculation of the Partner's Commission unless otherwise agreed by the Parties in writing. For the purpose hereof, duration is considered the time between opening and closing of a trade. Furthermore, trades that are closed using functions "close by" and "multiple close by" will not be included in the calculation of the Partner's Commission under any of the Plans of the Partner Program. Using a scalping strategy and Expert Advisers are allowed on all Accounts apart from the Fixed Spread Account, provided that these are not considered "churning" ("Churning"). No Commission will be paid in respect of traders employing the practice commonly known as "Churning". Churning is considered, but not limited to the practice of executing trades through a client's account for the sole purpose of generating Commission.

5.8 The non-deposit/free deposit Accounts and the demo Accounts which the Company offers and may offer in the future will not be part of the Partner Program. As such the trading activity under such account will be tracked but not be included into the Commission's calculations nor will in any way attract Commission to the Partner. However, Commission will be available to the Partner subject to this Agreement for a referred Trader who has opened any of the above accounts and thereafter opens an Account compliant with the Partner Program within the Qualifying Period.

5.9 For the avoidance of doubt, Commission will only be available to the Partner for Leads, Clients, Traders and Qualified Traders who are "new" to the Company or in other words the Company does not already hold their contact details or existing registrations, or such registration / information exist in the Company's registers and systems.

## **6. Notices**

6.1 Unless the contrary is specifically provided in this Agreement, any Written Notice under this Agreement may be made or given by any of the following means: (a) email; (b) published on the Company's site or within the Partner Portal.

6.2 Partner warrants herein that all contact information disclosed to the Company in accordance with this Agreement shall be true, correct and accurate. Any attempt by the Company to contact the Partner unsuccessfully due to incorrect communication data provided (e.g. postal address, email address or fax numbers) by the Partner, shall result to the immediate suspension and/or termination of the Agreement.

6.3 Any such Written Notice will be deemed to have been served:

(a) if sent by email, within one hour after emailing it;

(b) if posted on the Company's site or within the Partner Portal, within one hour after it has been posted.

6.4 For the purposes of this clause, "business hours" mean between 09:00 and 18:00 GMT on a Business Day (Monday – Friday).

## **7. Amendment and Termination**

7.1 The Partner acknowledges that the Company has the right to unilaterally modify the terms of this Agreement at any time and at its sole discretion, giving to the Partner at least 3(three) Business Days Written Notice and/or by posting the modification on the Company site. In case the Partner does not agree with the modifications, the Partner shall have an option to terminate the present Agreement by giving 15 calendar days' notice in writing.

7.2 The Partner may terminate this Agreement by giving 15 calendar days' written notice to the Company. In case that any advanced payment has been made by the Company to the Partner, the Partner must refund the advanced payment in full to the Company in order to terminate this Agreement.

7.3 The Company may terminate this Agreement for any reason, at any time and with immediate effect by giving Written Notice to the Partner.

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

7.5 Termination of this Agreement shall mean that any Appendix / Insertion Order that the Parties have signed between them is immediately terminated. Any such termination will not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination.

## **8. Limitations of Liability and Indemnity**

8.1 The Company will not be liable to the Partner with respect to any subject matter of this Agreement under any contract, negligence, tort, strict liability, or other legal or equitable principle for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits or lost business) even if the Company has been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall the Company's cumulative liability to the Partner arising out of or related to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total Commission fees paid to the Partner under this Agreement at the time such liability has risen.

8.2 The Company makes no express or implied representations or warranties regarding the Company service and website, or the Products or Services provided therein, any implied warranties of the Company ability, fitness for a particular purpose, and non – infringement are expressly disclaimed and excluded. In addition, the Company makes no representation that the operation of the Company site



will be uninterrupted or error free, and Company will not be liable for the consequences of any interruptions or errors.

8.3 Company makes no representations and warranties regarding potential income that may result from participation in this Partner Program and specifically disclaims any and all warranties relative to earning potential from the Partner.

8.4 The Partner hereby agrees to indemnify and hold harmless the Company and its subsidiaries and Partners, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of the breach of the Terms and Conditions of the present Agreement and/or are based on any claim of the Company's use of the Partner trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the Partner herein, or (iii) any claim related to the Partner's site, including, without limitation, content therein not attributable to the Company.

## **9. Personal Data**

9.1 The Company may use, store or otherwise process personal information provided by the Partner.

9.2 The Partner agrees that the Company may pass information about the Partner which the Partner has provided to the Company and /or to third parties in order to assist the Company to process and/or analyse the relevant information as a part of fulfilling the Company's or the Company' obligations under this Agreement. Should the Partner be unwilling for the Company and/or the Company to transmit and/or process his/her personal data and /or his/her personal data to be used for such purposes, the Partner shall give the Company Written Notice as per clause 6 above herein.

9.3 Such personal data may also be used for marketing purposes, or to conduct research for the Company or other companies in its group that may use the personal data to bring to the attention of the Partner products and services that may be of interest to the Partner. If the Partner does not wish the Partner's personal data to be held for such purposes, the Partner shall give the Company Written Notice.

9.4 Telephone conversations between the Partner and the Company may be recorded. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of the Company and will be accepted by the Partner as conclusive evidence of the instructions or conversations so recorded. The Partner agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

## **10. Partner's Consent**

10.1 The Partner expressly invites the Company, for the purposes of administering the terms of this Agreement or otherwise marketing financial services and products, from time to time, to make direct contact with the Partner by telephone, fax or otherwise.

10.2 The Partner consents to such communications and acknowledges that such communication would not be considered by the Partner as being a breach of any of the Partner's rights under any relevant data protection and/or privacy regulations.

## 11. Confidentiality

11.1 All confidential information, including, but not limited to, any business, technical, financial, and customer information disclosed by the Company and/or acquired by the Partner during negotiation or the effective term of this Agreement, will remain the sole property of the Company. Without prejudice to the foregoing, information of confidential nature will be treated as such provided that such information is not already in the public domain. Information of a confidential nature will only be disclosed to any person other than an associated entity of the Company, in the following circumstances:

- (a) where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over the Company or the Partner;
- (b) to investigate or prevent fraud or other illegal activity;
- © if it is in the public interest to disclose such information;
- (d) as provided in the Operational Agreements of the Company

11.2 Information exchanged between the Parties belonging to natural persons (including Qualified or Non- Qualified Traders) is of confidential nature and shall be used only for the purposes clearly defined in this Agreement. Such information will not be disclosed to any third parties other than those associated with the Company except in the following cases:

- (a) If required by the Law or requested by any regulatory authority;
- (b) If necessary to investigate or prevent fraud or other illegal activity;
- (c) If it is in the public interest the disclosure of such information;

## 12. Proprietary Rights

12.1 The Company grants to the Partner, for the duration of this Agreement, a non – exclusive, non – transferable, revocable right to access the Company site through the Partner Tracking Code solely in accordance with the terms of this Agreement. This license shall be used solely in connection with the Partner Tracking Code, and it will extend exclusively to Promotional Material, for the sole purpose of introducing Traders and/or promoting and/or advertising the Company Products & Services.

12.2 It is hereto understood that the Partner shall not modify or change the Partner Tracking Code or Promotional Materials or any other materials provided by the Company howsoever.

12.3 The Partner shall not use the Company's Promotional Materials or proprietary materials or other intellectual property in any manner that is disparaging, misleading, obscene, or in any way detrimental to the Company.

12.4 The Company reserves all of its rights in the materials provided and all of its other proprietary rights.

12.5 The Company shall be entitled to revoke this license to use the Partner Tracking Code or the Promotional Materials at any time and at its sole discretion.

12.6 Any inappropriate use of the Partner Tracking Code, text, banners or other advertisements not expressly approved of in writing or provided by the Company may cause immediate termination of this Agreement.

12.7 In the event of termination of this Agreement for any reason, the Partner will promptly surrender, and deliver to the Company any proprietary and/or Promotional Materials.

12.8 The Partner agrees to indemnify the Company and keep the indemnified at all times against all or any costs, claims, damages or expenses incurred, or for which they may become liable, with respect to any proprietary materials and/or intellectual property infringement claim or other claim relating to the provision of services supplied by the Partner to the Company during the course of this Agreement.

### **13. Force Majeure**

13.1 The Company shall not be liable for the non – performance or improper performance of its obligations under this Agreement, should the Company is prevented from or unable to do so due to a Force Majeure event, including, without limitation any Government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; Labour disputes not including disputes involving the Company's workforce; discontinuance or suspension of the operation of any Market; failure of communication for any reason with Market makers, mal – functioning and/or non – operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stop page in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the Platform(s); Any other extreme event beyond the reasonable control of the Company which may suddenly or drastically affect the price s in the Underlying Asset / Market as well as any other event, act and/or circumstances that will have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within the Company' reasonable control , and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to prevent.

13.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) the Company may without prior Written Notice and at any time take or omit to take all such actions as the Company deem to be reasonably appropriate in these circumstances.

### **14. Dispute Resolution**

14.1 The parties further agree that they will use the following procedure to identify and resolve Disputes between them: (a) either party may identify a Dispute by sending a Dispute Notice to the other party as per clause 6 above herein; (b) on or following the Dispute Date, the parties will consult in good faith in an attempt to resolve the Dispute in a timely manner, including, without limitation, by exchanging any relevant information and by identifying and using any Agreed Process which can be applied to the subject of the Dispute or, where no such Agreed Process exists or the parties agree that such Agreed Process would be unsuitable, determining and applying a resolution method for the Dispute; and (c) with respect to any Dispute that is not resolved within five Joint Business Days of the Dispute Date, refer issues internally to appropriately senior members of staff of such party or of its Partner, adviser or agent in addition to actions under (b) immediately above (including actions under any Agreed Process identified and used under (b) immediately above) and to the extent such referral has not occurred as a result of action under (b) immediately above (including any Agreed Process).

### **15. Miscellaneous**

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

15.2 No single or partial exercise of, or failure, or delay in exercising any right, power, or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under this Agreement or at law.

15.3 Any liability of the Partner to the Company under this Agreement may in whole or in part be released, compounded, compromised or postponed by the Company in their absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by the Company of a breach of any of the terms of this Agreement or of default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of this Agreement or a default under these terms will not prevent the Company from subsequently requiring compliance with the waived obligation.

15.4 The rights and remedies provided to the Company under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

15.5 Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Partner and the Company.

15.6 The Partner will not represent itself as agent of the Company and the Partner will have no authority or power to bind the Company or to contract in the name of or create a liability against the Company.

15.7 The Partner agrees to inform the Company about all facts and circumstances, he/she becomes aware of, that may result in undesired consequences (risks) for the Company.

15.8 The Company may assign the benefit and burden of this Agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of this Agreement. Such assignment shall come into effect 5 (five) Business Days following the day the Partner is deemed to have received Written Notice of the assignment in accordance with this Agreement.

15.9 The Partner may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Partner's rights or obligations under this Agreement without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term shall be void.

15.10 If any term of this Agreement (or any part of the term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

15.11 This Agreement and any Appendix / Insertion Order and/or Addendum are governed by the Laws of the country of incorporation of the Company and the relevant Courts in this country shall have jurisdiction.

15.12 This Agreement and any Addendums referred to in it, constitute the entire agreement between Parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between Parties or either of them.

V.01|02.2024

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