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FXTM Partners Agreement

January 2025

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1. INTRODUCTION

- 1.1. This Agreement is entered into by and between the Company and the individual who has completed the application to become a Partner and participate in this Partner's Program. The Company and the Partner shall jointly be referred to as the "Parties" or separately as the "Party."
- 1.2. This Agreement governs the contractual relationship between the Partner and the Company, whereby the Partner can, subject to the present terms and conditions, be remunerated for generating leads for or recommending Clients or Sub-Partners to the Company.
- 1.3. The Partner is engaged in the business of generating leads for or recommending Clients or Sub-Partners concerning Investment Transactions and agrees to act as a mediator between the Company and Clients for the purposes of carrying out all necessary preparatory work for the conclusion of the Operative Agreements between the Company and a Client (the "Business").

2. INTERPRETATION OF TERMS

- 2.1. For the purposes of this Agreement, the following terms shall be interpreted as follows:

"Account" means any trading account opened with the Company.

"Active Client" means a person who has been accepted as a client of the Company and has made a minimum of one Completed Transaction during the timeframe specified in the Partner's panel.

"Agreement" means this Partners Agreement.

"Approved Client" means a person who has been accepted as a client of the Company.

"Ask" means the higher price in the Quote at which the Client may buy.

"Balance" means the total financial result of all Completed Transactions and deposit or withdrawal operations on the trading account.

"Bid" means the lower price in the Quote at which the Client may sell.

"Business Day" means any day from Monday to Friday, inclusive, on which clearing banks in the jurisdiction of the Company are open.

"Calendar Week" is defined by International Standard ISO 8601, where Monday is considered the first day of the week.

"Client" means any person, whether an individual or a company, with whom the Company enters into a client agreement due to the recommendation of the Partner or Sub-Partner.

"Company" refers to Exinity Limited registered in Mauritius with Registered No. 119470 C1/GBL or Exinity Capital East Africa Limited registered in Kenya with Registered No. PVT-ZQU6JE7. Both entities operate under names such as "FXTM Partners," "FXTM," "FOREXTIME," or "EXINITY." The specific Company relevant to this Agreement will be based on the entity that ultimately enters into an Operative Agreements with the recommended Clients.

“Company Products and Services” or **“Services”** refers to trading financial instruments offered by the Company, including all CFDs on foreign exchange, commodities, spot metals, indices, and cryptocurrency but excludes all cash equities or stocks.

“Completed Transaction” means two counter deals of equivalent size (opening a position and closing a position) lasting more than 60 seconds; buy then sell and vice versa.

“Confidential Information” encompasses any information in any form concerning the business, accounts, finances, research projects, pricing policy, future business strategy, marketing, tenders, price-sensitive information, employees and officers, current and planned products, Intellectual Property, trade secrets, and any other plans and strategies of the Company. This includes any information shared between Parties in connection with this Agreement, regardless of whether it is marked confidential.

“Discretionary Services” refers to actions such as opening or closing positions or placing, modifying, or deleting Orders on behalf of a Client on a discretionary basis and all other actions that may be undertaken by a Client under the Operative Agreements with the Company that are carried out by the Partner on behalf of that Client.

“Dormant or Inactive Account” refers to a Partner’s account where no Clients have been recommended or where recommended Clients have not transacted with the Company for six (6) consecutive months.

“Effective Date” refers to when the Partner agrees to these terms and conditions.

“Existing Client” means a Client who has already entered into Operative Agreements with the Company at the time when they are recommended by the Partner.

“Intellectual Property” or **“Proprietary Property”** includes trademarks, service marks, business names, trade names, domains, logos, inventions, copyrights, rights in trade secrets and other Confidential Information and know-how (whether registered or not), along with all pending applications for registration or protection thereof; it also includes rights to sue for past infringements thereof.

“Partner” refers to any independent person or entity engaged in generating leads and recommending prospective Clients or Sub-Partners to the Company for transactions involving Company Products and Services.

“Partner’s Panel” or **“Partner Portal”** denotes a secure interface area where Partners log in to view their data, obtain links for Partners or Sub-Partners, view statistics, complete/update their payment profile, and access promotional tools.

“Partner’s link” refers to a unique link or personalized ID used to identify Partner activities and generate leads for recommending Clients to the Company.

“Operative Agreements” are agreements entered into by Clients and the Company governing all trading activity of Clients as found on the Website.

“Partner Level” indicates hierarchical classification of Sub-Partnerships relative to current Partners (also known as Masters) for example:

- **Sub IB Level 1:** This level indicates that the Master has directly recommended a Sub-Partner.
- **Sub IB Level 2:** This level applies when a Sub-Partner has recommended another Sub-Partner, establishing a secondary tier in the hierarchy relative to the Master.
- Any other Sub IB Levels limit as indicated on the Partner Portal.

“Payment Cycle” means the timeframe specified in the Partner’s Panel, and it implies the period within which Partner’s Compensation is accrued and identified as Unsettled Rebate and subject to be released at the end of the Payment Cycle. Upon release/payment into the Partner’s Wallet, the rebates will be reclassified as Settled Rebates. When the Payment Cycle is Weekly, the definition of Calendar Week shall apply.

“Promotional Material” means promotional, advertising, communication and educational materials that relates to the Company, its products and services or relates to the recommendation of a Prospective Client or Transaction in an Existing Client’s Trading Account and were provided to a Partner on the Website for the purpose of the present Agreement or made by a Partner based on prior Company’s consent. Promotional materials include, but is not limited to, published written texts, images, SMS, training materials, logos, banners, promo links, trade names, trademarks, including, without limitation any promotional marketing giveaways or similar identifying material, audio and video material, computer-based material, web sites, display panels and similar.

“Rebate Tier” means the respective performance tier where all conditions have been satisfied in a Reward Program.

“Spread” means the difference between Ask and Bid.

“Sub-Partner” means another individual, who is not a Client, recommended to the Company by the Partner, who will also act as a Partner.

“Sub-Partner Agreement” means the Partners Agreement entered by the Company and Sub-Partner.

“Territory” means such countries/regions where the Partner has recommended Clients or Sub-Partners to the Company.

“Trading Account” means the unique personified registration system of all completed Transactions, open positions, orders, and deposit/withdrawal transactions in the Trading Platform.

“Transaction” means any contract or transaction entered or executed by the Client or on behalf of the Client arising under the Operative Agreements.

“Turnover”, alternatively known as “Volume,” means the total monetary value of all Completed Transactions executed during the timeframe specified in the Partner’s panel, calculated using the closing price and the number of lots at the time of closing. Turnover is typically expressed in millions (M\$) of United States Dollars (USD).

“Volume (lots)” means the sum of completed standard lots traded round turn and shall exclude from the calculation of Volume (lots) all transactions opened and closed in less than or equal to 60 seconds, during the timeframe specified in the Partner’s panel, by the Clients recommended from

the Partner.

“**Wallet**” means the Partner’s wallet where settled rebates are deposited at the end of the payment cycle and funds are made available for the Partner to withdraw using any of the available Payment methods or External wallets.

“**Website**” means www.forextime.com or any such other website as the Company may maintain from time to time for access by Clients.

- 2.2. Unless otherwise specified in this Agreement, capitalized terms not defined herein shall have meanings assigned in Operative Agreements.

3. COMMENCEMENT

- 3.1. This Agreement shall bind both Parties upon their respective Effective Dates: for Partners upon acceptance of their application by the Company, for the Company upon approval of the Partner. The Agreement shall continue until terminated by either Party in accordance with Clause 10 herein below.

4. PARTNER’S PARTICIPATION CONDITIONS

- 4.1. In order for a Partner to be considered for participation by the Company in the Partner Program, the Partner shall complete and submit the registration application, accept these terms during the registration process, complete their personal details within the Partner Portal, and provide any additional information and/or documents required for compliance purposes within the Partner Panel on the Website.
- 4.2. The Partner undertakes to have full right, power, and authority to enter into this Agreement and to perform the obligations under this Agreement without the approval or consent of any other party. The Partner confirms that they are qualified under any applicable regulatory requirements to offer the services mentioned in this Agreement.
- 4.3. If the Partner is an artificial entity, the individual agreeing to this Agreement on behalf of that entity represents and warrants that they are authorized and lawfully able to bind that entity to this Agreement. The Company shall have full right, power, and authority to enter and be bound by the terms and conditions of this Agreement without the approval or consent of any third party.
- 4.4. The Partner represents and warrants that they are qualified under applicable laws and regulatory requirements to offer the Company Products and Services and that all actions performed by the Partner shall comply with applicable laws. The Partner acknowledges that they are solely responsible for staying updated on all matters related to applicable laws.
- 4.5. The Company shall evaluate the Partner’s application in good faith and shall notify the Partner of acceptance or rejection in a timely manner. If the Partner’s application is rejected for any reason, they may reapply only after rectifying the issues that led to their rejection.
- 4.6. Upon registration, providing a contact email address, and creating a password, the Partner shall be granted access to the secure Partner Panel. From this Panel, the Partner can access information about their performance and commissions.

- 4.7. The Partner shall provide sufficient proof of identity documentation and, where applicable, proof of address as may be requested by the Company. The Company shall exercise due skill, care, and diligence when entering, managing, or terminating any arrangement with a Partner. The Company may provide appropriate training related to the Services offered under this Agreement, which the Partner is obliged to follow.
- 4.8. The Partner shall provide true and complete information to the Company as requested from time to time about their activities, blog, website, social media profile, or any other information directly or indirectly related to this Agreement and shall promptly notify the Company of any changes.
- 4.9. Upon commencement of this Agreement, the Partner shall immediately provide sufficient proof of ownership of their blog, website, or social media profile as requested.
- 4.10. The Partner shall be aware of and understand the Company's compliance policies, including anti-money laundering policies which may be modified from time to time. They agree to operate in accordance with these policies.
- 4.11. The Partner shall maintain all necessary registrations, authorizations, consents, and licenses required to fulfill their obligations under this Agreement. They must have sufficient resources and capacity to enter into this Agreement and comply with all applicable laws (including but not limited to financial services regulations, data protection laws, trademark laws, copyright laws, and anti-spamming rules) relevant to their jurisdiction.
- 4.12. Whenever requested by the Company, the Partner shall supply details and evidence of their status and business licensing or authorization requirements applicable to their activities.
- 4.13. The Partner shall not receive compensation linked to their personal trading activity with the Company. The Company reserves the right to supervise the Partner effectively in order to manage or exclude risks associated with their activities under this Agreement.
- 4.14. To promote and market Company Products and Services, the Partner shall use only Promotional Material provided directly by the Company. If Promotional Materials are prepared by the Partner, they must obtain prior written approval from the Company before use or prior to launch. Once approved materials are prepared based on prior consent, such materials become the property of the Company.

Promotional Material created by a Partner during this Agreement must include a disclaimer stating:

"All materials are prepared by the Partner of the Company; therefore, the Company bears no responsibility regarding the information or materials provided. All claims should be addressed to the Partner; all rights of the Company are reserved; use of the Company brand and logo requires prior written consent of the Company."

- 4.15. The Partner shall bear all establishment costs related to marketing and promotional activities connected with the Services.
- 4.16. The Company reserves the right to monitor any websites associated with the Partner. This monitoring ensures that this Agreement does not delegate any responsibilities or obligations under applicable laws while ensuring:

- a) it is up-to-date and to notify the Partner of any changes that the Company considers could enhance the Partner's performance, instructions which the Partner is obliged to follow or comply with.
- b) relevant Promotional Materials are included;
- c) there is no breach of Intellectual Property rights and other proprietary rights of the Company and/or any third parties;
- d) the content is clear, fair, not misleading or aggressive;
- e) compliance with the provisions of this Agreement;

Upon request from the Company, Partners must provide all necessary raw data files from their websites along with access history within 24 hours.

4.17. Any Promotional Material developed by the Company remains its property; it cannot be used by the Partner for purposes outside this Agreement without prior written consent from the Company. The Company reserves the right at any time to review the Partner's placement of Promotional Material for compliance with this Agreement and may require that:

- a) the Partner's website or social network should have a link directing prospective Clients to the Website;
- b) the Company's Promotional Material could be provided to the prospective Client only with the prior written approval of the Company;
- c) the Partner is obliged to place in an obvious location on the Partner's website its capacity as a Partner alongside the name of the Company or the Company's brand or trading names and Services to be provided.

4.18. Throughout this Agreement's duration, the Partner must act in good faith without making any false or misleading representations or statements regarding the Company, the Partner Program, the Company's Products and Services provided and must refrain from engaging in practices adversely affecting the Company's image or reputation.

4.19. The following actions or omissions, directly or indirectly, are strictly prohibited (this list is not exhaustive):

- a) 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;
- b) 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
- c) contains software downloads that potentially enable diversions of commission from other Partners in this Partner Program.

- 4.20. Without prejudice to the foregoing, the Company shall not be responsible, and the Partner shall bear sole responsibility for any unlawful, illegal acts and omissions, including but not limited to the use of another person's copyrighted material or other intellectual property in violation of the applicable law or any third-party rights.
- 4.21. The Company reserves the right at its absolute discretion to: terminate this Agreement and the Partner's participation in the Partner Program; detach a Client from the Partner; cancel all orders and annul all profits; or remove any Promotional Material which might be offered from time to time from the Partner's account or the Client's account, with immediate effect when this is in the interest of its Clients, without any severe detriment, should the Partner or any of the Partner's Clients commit or, the Company suspect that the Partner or any of the Partner's Clients commits any fraud in the use of or abuse of the Company Partner Program or any attempt of collusion or manipulation or arbitrage or other forms of deceitful or fraudulent trading or other activity or breach of this Agreement or its annexures or breach the relevant applicable laws, and the Company shall not be liable to the Partner for any commissions resulting from such fraud, breach or abuse detected or suspected.
- 4.22. The Partner shall be prohibited to use the Promotional Materials, or any other information provided by the Company in order to encourage users of its website or Prospective Clients of the Company to entrust the Partner with funds for management or to offer in any way investment advisory services to Prospective Clients on behalf of the Company. The Company shall have the right to regularly verify or monitor that the Partner does not proceed to any of these actions and the Partner agrees to such monitoring and provide all the necessary assets upon request within 24 hours.
- 4.23. The Partner shall not transmit to or in any way, whether directly or indirectly, expose the Website, content, platform and any other Company property to any computer virus or other similarly harmful or malicious material, virus, or device.
- 4.24. The Partner shall not cause or assist by any act or omission in the creation or design of any website, which explicitly or impliedly resembles the Company or Website or leads Clients to believe the Partner is the Company or any other related business.
- 4.25. The Partner shall promptly inform or disclose to the Company of any development or information or act of a third party that become known to the Partner that could potentially harm or have a material impact on the Company or, the Company Products & Services or their reputation in any way and manner.
- 4.26. The Partner cannot use or register a domain name or utilize through any search engine activity within any territory, keywords, search terms or any other brand identifiers for the Partner activities with the brand or trading names of the Company or any other similar words or phrases which may cause confusion without the main brand's prior written consent, of the Company. The Partner shall add brand terms as negatives and actively target the brand through any media platforms settings where applicable. This includes, but is not limited to PPC, social media (including videos), mobile networks and display networks.
- 4.27. The Company reserves the right to request direct read only access to any paid search account for the purposes of monitoring keyword activity and the change history of an account at any time. Access shall be granted within 24 hours of such a request. Access shall be granted to the Company or the relevant authorities regarding all relevant data, books or even premises of the Partner under

this Agreement, for the purpose of more efficient monitoring.

- 4.28. The Partner shall not lead to the Company Prospective Clients from jurisdictions to which the Company do not offer services including: the USA, Mauritius, Japan, British Columbia, Quebec, Saskatchewan, Haiti, Suriname, the Democratic Republic of Korea, Puerto Rico, the Occupied Area of Cyprus, the Islamic Republic of Iran, Switzerland, Canada, Hong Kong and any other country listed on the Website.
- 4.29. The Partner shall not be entitled to Compensation in the circumstances where such Prospective Clients or Clients are recommended from either, jurisdictions which are excluded in Clause 4.28 above or, into an entity other than the Company.
- 4.30. Where a Partner acts outside the scope of this Agreement or is in breach of any of the provisions of the Partner Program, the Company shall have the right to cease the cooperation and take all the necessary measures against the Partner, informing, at the same time, its' Clients through the Website or any other appropriate channel, for such a termination.
- 4.31. The Company shall have the right to maintain registries or records with the Partner, their associated Clients and the activities being carried out under this Agreement and the Partner shall bear the responsibility to provide such records or reports to the Company on a monthly basis or as otherwise agreed between the Company and the Partner.
- 4.32. The Partner undertakes not to use any kind of unfair advertising to promote its activities on the internet. In particular, the Partner is prohibited to use: cookie stuffing, i.e., any methods of saving Partners cookies in the browser of users that do not provide for a conscious and user-initiated direct transition to the Website via the Partners recommended link; methods of promotion that do not comply with the rules of internet search engines, deliberate manipulation of the results of search queries and other methods of promotion on the internet that mislead the search engine and users of the search engine; methods of misleading a site visitor by knowingly falsely redirecting a site visitor to another internet resource or internet page; advertising on sites containing illegal information, pornography, as well as information that incites ethnic conflicts or racial discrimination; mass mailing of commercial, political and other advertisements (information) or other types of messages to persons who did not express a desire to receive them; offering partial or full compensation to Clients for spreads and other broker commissions from the Partner, as well as other cash payments to Clients from the Partner, except for rebate sharing if the Partner has accepted the relevant terms and conditions or other payments explicitly approved by the Company; advertising containing false information about the services offered, as well as deliberate non-disclosure of risks to Clients; and any other actions that may harm the existing positive image of the Company.

5. COMPENSATION

Clause 5.1 – 5.9 will apply for Partner's recommending Clients

- 5.1. The Partner's compensation is paid subject to the terms provided in Appendix A herein, as amended from time to time at the Company absolute and sole discretion by giving at least three (3) business days prior written notice by e-mail to the Partner or by announcement on the Website or within the Partner's Panel.
- 5.2. The Company may at its own discretion, quote a wider Spread for certain Company Products and

Services for Clients recommended by the Partner and the Company shall pay to the Partner the total of the wider Spread or part thereof, as set out in the payment terms to this Agreement when applicable.

- 5.3. The Company may at its own discretion, charge Clients, recommended by the Partner, additional commissions or mark-ups for certain Company Products and Services and the Company shall pay to the Partner the total mark-ups or part thereof, as set out in the payment terms to this Agreement when applicable. The Company reserves the right to alter or amend its schedule of allowable commissions or mark-ups, at any time upon Written Notice to the Partner.
- 5.4. In addition to amounts payable in clauses 5.1 and 5.2, the Company may pay to the Partner additional compensation set out in Appendix A.
- 5.5. In the event where the Client of the Partner opens a promotional account or is eligible to receive any bonus or promotion by the Company, the payment terms shall not apply, and compensation shall be paid to the Partner at such rate as shall be determined by the Company at its sole discretion.
- 5.6. The Partner shall have a right to receive varied payment terms, subject to giving such notice to the Company in writing and upon written confirmation by the Company.
- 5.7. Without prejudice to the foregoing, the Company may cancel the Compensation in Appendix A, annul any accrued compensation, amend the terms of Appendix A, the terms of the present Agreement, terminate the Agreement or close any accounts with immediate effect if:
 - a) the Company is of the reasonable opinion that any of the transactions entered or executed by the Client under the Operative Agreements, are being opened and closed just for the benefit of earning compensation for the Partner (often known as “churning”); or
 - b) some form of abuse or market abuse or market manipulation may have taken place; or
 - c) the Partner is found in breach of any term of this Agreement.
- 5.8. The Partner shall not be entitled to earn the Partner’s compensation from trading own personal Trading Account.
- 5.9. The Company shall pay compensation to the Partner for Completed Trades as specified in Appendix A, save where the Company has notified the Partner otherwise by Written Notice. The Company reserves the right to alter or amend this clause at any time upon Written Notice to the Partner.

Clause 5.10 – 5.15 will apply for Partner’s recommending Sub-Partners

- 5.10. The Company shall pay compensation into the Partner’s account as follows:
 - a) The Company will pay to the Sub-Partner compensation on all Completed Transactions executed by its Approved Clients subject to the proportion of the compensation set out in the Sub-Partner Agreement.
 - b) The Company will pay to the Partner compensation as provided in this Agreement and the Appendix B hereof and on the following conditions: an amount equal to the total amount of compensation will be cut out at a maximum of 100% of the Spread or commission of the

Partner's clients' Spreads or commission; and compensation shall be calculated based on the Partner's rebates from spreads and or commissions (as applicable). It is hereby understood that this shall exclude any additional Spread or commission markups that may apply.

- 5.11. The Partner's compensation is paid subject to the terms provided in Appendix B herein, as amended from time to time at the Company absolute and sole discretion by giving at least three (3) business days prior written notice by e-mail to the Partner or by announcement on the Website or within the Partner's Panel.

6. PARTNER OBLIGATIONS (FOR RECOMMENDING CLIENTS)

- 6.1. The Partner shall act as a mediator between the Company and Partner's Clients for enhancing the quality of service offered to Partner's Clients as well as recommending or explaining the services offered by the Company to Partner's Clients. As a mediator, the Partner shall do all that is necessary for the Company and Partner's Clients to enter a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between the Company and the Client.
- 6.2. The Partner shall assist prospective Clients in completing account registration forms for opening an account with the Company.
- 6.3. The Partner shall translate documents, where needed, for the Company as well as explain to the Partner's Clients the services offered by the Company.
- 6.4. Without prejudice to the obligations of the Partner under this Agreement and specifically the service of acting as a mediator between the Company and the prospective Client for the conclusion of a financial transaction, including the presentation and analysis of the financial products of the Company, the Company shall bear no responsibility and have no liability for any advice or recommendation, or decision provided by the Partner to the Client.
- 6.5. Each Client recommended to the Company by the Partner shall be eligible to become a Client and shall open an account with the Company, by:
- a) Completing the "Online Application Form", or if is a legal entity an offline application form;
 - b) Sending, as a minimum, documents proving the Client's identity and address;
 - c) Providing requested company documentation, shareholders' details and directors' proof of address and identification, as a minimum, in respect of a client profile registered as an artificial or legal person; and
 - d) Accepting the Operative Agreements of the Company.
- 6.6. The Company reserves the right not to recognize any Client as recommended by the Partner if the Client does not provide the Partner identification number during the initial client registration process within three (3) calendar days after the registration.
- 6.7. The Company reserves the right to determine, in its sole discretion, whether a Client has been recommended by the Partner, if the Client's registration was not carried out in accordance with clause 6.5.

- 6.8. The Company shall only consider a request for linking a Client to a Partner if the request is raised within three (3) calendar days from the date of the Client's registration. The Company shall therefore not allow the Client to insert, update or change the recommended Partner after three (3) calendar days from the date of the Client's registration.
- 6.9. The Company reserves the right not to accept the Client as being recommended by the Partner and not to pay to the Partner the compensation for the Completed Transactions made by such Client, if:
- a) The Client opens a trading account with the Company within three (3) calendar days before the Client is recommended by the Partner, or
 - b) The Client already has a client profile with the Company, or any associated entity more than three (3) calendar days before the Client is recommended by the Partner.
- 6.10. The Company has the right to reject any potential Client who does not meet the criteria detailed in the Company's internal compliance procedures and the Partner hereby agrees that all new account applications shall be approved by the Company in writing before trading is allowed to commence.
- 6.11. Removal or Unlinking Clients:
- a) If a Client informs the Company to be removed or unlinked from a Partner, the Company shall, from the date of that communication, cease paying the Partner any compensation and the Partner shall have no further rights in respect of the unlinked Client. Under no circumstances shall the Company be liable for any consequences of any such removal from a Partner;
 - b) Except as provided in Clause 6.8, if a Client informs the Company to transfer to another Partner, the Company shall, first evaluate the Client's request and at the Company sole discretion, the Company may either reject or accept the request. If the Company accepts the Client's request for transfer, the Company shall, from the date of that communication, cease paying the previous Partner any compensation and the previous Partner shall have no further rights in respect of the unlinked Client. Under no circumstances shall the Company be liable for any consequences of any such transfer to another Partner;
 - c) Any indication or suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity relating to the removal or transfer of Clients between Partners, shall entitle the Company; to take any action they deem fit and proper in their sole and absolute discretion, including but not limited to the annulment of any compensation or termination of this Agreement.

7. PARTNER OBLIGATIONS (FOR RECOMMENDING SUB-PARTNERS)

- 7.1. The Partner, through its network of connections, will lead to the Company a natural or artificial person whom the Company may appoint as Sub-Partners within the Territory at the sole discretion of the Company.
- 7.2. Without prejudice to the Company's rights to enforce any of the terms of a Sub-Partners Agreement as it sees fit, the Partner agrees to assist the Company by monitoring each Sub-Partner's performance with its obligations under each Sub-Partner Agreement.
- 7.3. The Partner shall have no authority to agree to any changes or amendments to any releases or waivers under the Sub-Partner Agreement.

- 7.4. The Partner undertakes to: diligently carry out the functions described in clause 7.7 – 7.15 and otherwise manage the administrative performance of the Sub-Partners and obligations under the Sub-Partner Agreements with reasonable skill and care; use reasonable endeavors to market and promote the Business and generate new and potential Approved Clients and Sub-Partners in compliance with all applicable laws and regulatory rules; promptly inform the Company if it is aware or has reasonable cause to believe that an Approved Client may be unable to meet its financial obligations to the Company; promptly inform the Company's money laundering reporting officer if it is aware of or forms any suspicion of money laundering in relation to any Partner or Approved Client; provide reasonable assistance to the Company as the Company may from time to time request in connection with the recovery of any sum payable by any Approved Client to the Company; and use reasonable endeavors to provide to the Company (promptly following a request) all such information and documentation as the Company may from time to time reasonably require to assist the Company in the performance of its obligations under this Agreement.
- 7.5. The Partner undertakes that it will not and will procure that Sub-Partners will not: handle or receive any client funds; pledge the credit of the Company, sign documents on behalf of the Company or otherwise purport to represent or commit the Company; or make any financial promotion or communicate any other document relating to the Company or its or the Company's services without the prior written approval of the Company.
- 7.6. The Company may give instructions to the Partner relating to its duties under this Agreement. The Partner may rely on such instructions provided they have been given in writing by a duly authorised representative of the Company.
- 7.7. The Partner agrees: to conduct the Business in accordance with the terms of this Agreement; that it, its staff, and Sub-Partners shall comply to the Company's satisfaction with the compliance procedures for Sub-Partner; that it shall procure that its staff and Sub-Partners always, comply with the any applicable legislation or regulations or codes of practice insofar as they relate to the carrying out of its obligations under this Agreement; and that it shall not knowingly do or omit to do anything that would cause the Company to be in breach of the applicable legislation or regulations or codes.
- 7.8. The Partner agrees that its staff and its Sub-Partners shall participate in such training provided by the Company and submit to such assessments as the Company reasonably requires.
- 7.9. The Partner shall: keep or cause to be kept such books, records and statements as may be necessary to give a complete record of all business conducted by the Partner pursuant to this Agreement and such other books, records and statements as may be required to demonstrate at any time that it has complied with the applicable legislation or regulations or codes; maintain the materials referred to hereinbefore so that they are always up to date, accurate and available for inspection and copying by the Company and its agents; and promptly supply the Company with all information and provide such explanation as the Company may request so far as is necessary to enable the Company to comply with the applicable legislation or regulations or codes or otherwise for the purposes of this Agreement.
- 7.10. The Partner may not appoint Partners of the Company. Such power of appointment is reserved for the Company only which shall exercise it in consultation with and the cooperation of the Partner. The Partner agrees to comply with the provisions of the Sub-Partner Agreement (where such provisions give rise to any inconsistency with the terms of this Agreement, the terms of this Agreement shall prevail).

- 7.11. Before a Sub-Partner is appointed, the Partner shall notify the Company of its wish to make the appointment and comply with such procedures relating to the appointment of prospective Sub-Partner as may be notified to the Partner from time to time by the Company.
- 7.12. The Company shall not appoint a Sub-Partner or continue to permit a Partner to work, unless it is satisfied on reasonable grounds that the prospective Sub-Partner is of good character, of the requisite aptitude and otherwise suitable for that appointment.
- 7.13. When a Partner wishes to appoint a prospective Partner as their Sub-Partner, the Partner shall provide to the Company, for its retention, such information and documentation relevant to the appointment of a prospective Sub-Partner as the Company may reasonably require (including details of the terms of that person's references, notes of telephone references and confirmation from prospective Sub-Partner to be appointed).
- 7.14. The Partner acknowledges that nothing in this Agreement shall prevent the Company from communicating directly in any way it considers appropriate with any Sub-Partners or Approved Clients.
- 7.15. The Company may terminate the appointment of a Sub-Partner if it reasonably considers that the Sub-Partner is not competent or fit and proper or in any other circumstances where the Company reasonably considers that such action is appropriate in view of its regulatory obligations. The Company may exercise this power at its absolute discretion and with immediate effect by giving written notice to the Partner. The Partner shall thereupon take all necessary steps to ensure that the affected Sub-Partner complies with the terms of such notice.

8. LIMITATIONS OF LIABILITY AND INDEMNITY

- 8.1. The Company shall not be liable to the Partner with respect to any subject matter of this Agreement under any contract, negligence, tort, strict liability, or other legal or equitable principle for any indirect, incidental, consequential, special, general, 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 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 principles, exceed the annual total commission fees paid to the Partner under this Agreement.
- 8.2. The Company makes no express or implied representations or warranties regarding their services, website, products, or services provided therein, any implied warranties of the Company's ability, fitness for a particular purpose, and noninfringement are expressly disclaimed and excluded. In addition, the Company makes no representation that the operation of their Website or Platforms shall be uninterrupted or error free, and the Company shall not be liable for the consequences of any interruptions or errors.
- 8.3. The Partner shall indemnify the Company and keep the Company indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which the Company suffers or incurs as a direct or indirect result of any act of omission of the Partner in connection with its relationship with the Company or any Client or Sub-Partner recommended by the Partner to the Company or any failure by the Partner to perform any of the Partner's obligations under this

Agreement or any breach of any provision of this Agreement including without limitations, any refusal or failure to provide any authorization as the Company may require, whether under this Agreement or otherwise.

- 8.4. Unless specifically provided in this Agreement, the Company shall in no circumstances be liable to the Partner for any consequential direct or indirect losses, loss of profits, loss of opportunity, costs, expenses, penalties or damages the Partner may suffer in relation to this Agreement.
- 8.5. Subject to the terms of this Agreement, the Partner agrees to indemnify and hold the Company, its principals, shareholders, officers, directors, employees, agents and representatives harmless from and against any and all claims, judgments, settlements, expenses damages, costs, penalties (including those stemming from regulators) involving the Partner's activities or its Clients' accounts including account deficits, loss or losses and expenses (including reasonable legal fees) that they may sustain or become liable or answerable for or shall pay, as a result of any alleged act, practice, conduct or omission of the Partner or its principals, shareholders, officers, directors, employees, agents or representatives with respect to the Clients recommended to the Company by the Partner, insofar as such losses (or actions in respect thereof) arise out of the breach of this Agreement.
- 8.6. 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 its 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 a default under these terms does not constitute a waiver of any other breach or default and shall neither affect the other terms nor prevent the Company from subsequently requiring compliance with the waived obligation.

9. WRITTEN NOTICE

- 9.1. 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: email or published on the Website or within the Partner Panel.
- 9.2. The Partner warrants 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 telephone or mobile numbers) by the Partner, shall result to the immediate suspension or termination of the Agreement.
- 9.3. Any such Written Notice shall be deemed to have been served: if sent by email, within one hour after emailing it; or if posted on the Website or within the Partner Panel, within one hour after it has been posted.
- 9.4. For the purposes of this clause, "business hours" mean between 10:00 and 17:00 GMT on a Business Day.

10. AMENDMENT AND TERMINATION

- 10.1. The Partner acknowledges that the Company has the right to unilaterally modify the terms of this Agreement, addendum or appendices at any time and at their sole discretion, giving to the Partner

at least three (3) Business Days Written Notice. In the event of termination of this Agreement or unless otherwise agreed in writing between the Parties, termination will not cause any agreements with a Sub-Partner to be terminated.

- 10.2. The Partner may terminate this Agreement with immediate effect by giving Written Notice to the Company.
- 10.3. The Company may terminate this Agreement at their own discretion with immediate effect by giving Written Notice to the Partner.
- 10.4. Upon termination of the Agreement, the Partner is obliged to return to the Company all Proprietary Property or withdraw such Promotional Material from a physical or online platforms.
- 10.5. Termination of this Agreement shall have the effect of terminating the compensation arrangement set out herein or in the appendices with immediate effect.
- 10.6. Termination for any reason shall be without prejudice to any rights, claims or actions which one party may have against another in respect of any matter occurring prior to termination. In addition, termination of this Agreement for any reason shall not affect those provisions which are expressed to operate or have effect after termination.

11. PERSONAL DATA AND RECORDING OF TELEPHONE CALLS

- 11.1. The Company may process, use, store or otherwise process personal information provided by the Partner.
- 11.2. By entering into this Agreement, the Partner shall be consenting to the transmittal of the Partner's personal data (or have obtained consent from individuals working on the Partner's behalf) outside the European Economic Area.
- 11.3. The Partner agrees that the Company may pass information about the Partner which the Partner has provided to its affiliates or to third parties to assist the Company to process or analyze the relevant information as a part of fulfilling the Company obligations under this Agreement. Should the Partner be unwilling for the Company to transmit or process Partner's personal data or Partner's personal data to be used for such purposes, the Partner shall give the Company Written Notice.
- 11.4. Such personal data may also be used for marketing purposes, or to conduct research for the Company or its affiliates 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.
- 11.5. Telephone conversations between the Partner and the Company may be recorded, monitored, or processed. The Partner expressly consents to the Company to record or process these telephone conversations or electronic communications. All instructions received by telephone shall be binding as if received in writing. Any recordings shall be and remain the sole property of the Company and shall 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 upon request. The Company shall keep such information for a period of five (5) years and where requested by any competent authority, for a

period of up to seven (7) years from the date of creation of the record.

12. CONSENT TO DIRECT CONTACT

- 12.1. The Partner expressly invites the Company, for the purpose 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, email or any other channel of communication.
- 12.2. 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 applicable regulations.

13. CONFIDENTIALITY

- 13.1. All Confidential Information disclosed by the Company or acquired by the Partner during negotiation or the effective term of this Agreement, shall remain the sole property of the Company. Without prejudice to the foregoing, information of a confidential nature shall be treated as such provided that such information is not already in the public domain. Information of a confidential nature shall 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 or governmental authority or securities exchange having control or jurisdiction over the Company or the Partner;
 - b) to investigate or prevent fraud or other illegal activity;
 - c) if it is in the public interest to disclose such information; and
 - d) as provided in the Operative Agreements of the Company.
- 13.2. Both Parties have sound mechanisms in place to guarantee the security and authentication of the means of transfer of information, to minimize the risk of data corruption and unauthorized access and to prevent information leakage maintaining the confidentiality of the data at all times.
- 13.3. The rights granted by this section of the Agreement shall be in accordance with [Privacy Policy](#) available on the Website and in line with any applicable regulations.
- 13.4. The restrictions in clause 13 will continue to apply after the Agreement has been terminated without a limit in time.

14. PROPRIETARY PROPERTY

- 14.1. Subject to terms and conditions of this Agreement, the Company hereby grant to the Partner, for the duration of this Agreement, a non-exclusive and revocable license to use Proprietary Property.
- 14.2. Proprietary Property, regardless of the author, shall remain the sole property of the Company and shall be accounted for and returned by the Partner to the Company on demand. It is expressly understood that the Partner's license to the use or possession of Proprietary Property is to fulfil its obligations to the Company under this Agreement and that the Partner has no other right or proprietary interest in the Proprietary Property other than the license provided in this clause.

- 14.3. The Partner shall fully cooperate and assist in the enforcement of any of the Company's Proprietary Property against persons recommended by the Partner.
- 14.4. In the event of the termination of this Agreement for any reason, the Partner shall promptly surrender, and deliver to the Company, Proprietary Property, including but not limited to, all materials, equipment, documents and data pertaining to its relationship with, or to any Proprietary Information of, the Company, including all copies thereof.
- 14.5. The Partner agrees to indemnify the Company and keep them 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 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.

15. RESTRICTIVE COVENANTS

- 15.1. The Partner agrees that it shall not during the term of this Agreement whether by itself or together with any other person whether as principal, agent, or shareholder as part of any joint venture or otherwise howsoever and whether directly or indirectly, within the Territory:
 - (a) recommend an individual to any person or entity other than the Company in respect of the Company Products and Services;
 - (b) deal with any person or entity other than the Company in respect of Company Products and Services for or on behalf of the Partner's clients;
 - (c) solicit, entice, or recommend away from the Company any Approved Clients or Partners; and
 - (d) undertake or be directly or indirectly concerned, engaged or interested in the provision of trading facilities for Company Products and Services otherwise than pursuant to this Agreement.
- 15.2. The Partner agrees that it will not at any time after termination of this Agreement, whether for itself or together with any other person whether as principal or agent, shareholder as part of any joint venture or otherwise directly or indirectly, within the Territory:
 - (a) Solicit, entice or recommend away from the Company any Approved Clients and/or Partners recommended in accordance with the terms of this Agreement or any associated Partner Agreement;
 - (b) market the Approved Clients and/or Partners for the supply of trading facilities in Company Products and Services; and
 - (c) take any steps or omit doing anything that would prevent or impede Approved Clients or Partners from using the facilities of the Company.
- 15.3. Each of the covenants and restrictions contained in this Clause 15 is considered by the Parties to be reasonable and necessary to protect the legitimate business interests of the Company. Each of the Parties agrees that having regard to those interests such covenants and restrictions do not work unreasonably on the Partner.

16. FORCE MAJEURE

- 16.1. The Company shall not be liable for the non-performance or improper performance of their obligations under this Agreement, should the Company be 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; labor 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 or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage 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 prices in the Underlying Asset / Market as well as any other event, act 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's 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.
- 16.2. If the Company determines in their 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 they deem to be reasonably appropriate in these circumstances.

17. DORMANT ACCOUNT POLICY

- 17.1. The Company, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create this dormant account policy and close the Partner's account after the period of six (6) consecutive months of inactivity in the following cases:
- a) where the remaining pending commissions balance or wallet balance of Partners account is greater than 1 USD and the Partner account is deemed Dormant or Inactive Account.;
 - b) where a Partners Dormant or Inactivate Account(s) has a zero pending commissions balance;
 - c) where remaining pending commissions balance or wallet balance of Partners account is up to 1 USD and the Partner account is deemed Dormant or Inactive Account.
- 17.2. In case the Partner has a Dormant or Inactive Account with pending commissions balance or wallet balance and the Company decides to close the Partner's Account in accordance with Clause 17.1. a), the Company shall provide a written notice to the Partner with a notice period of thirty (30) calendar days, during which the Partner has the right to withdraw the pending balance from the Partners Account. After the notice period the Partner's Account shall be closed and the Company reserves the right to use the remaining Partner's Account pending commission balance or wallet balance at its own discretion and waive any or all payments or fees at its own and absolute discretion.

- 17.3. In case a Partner has a Dormant or Inactive Account with zero pending commissions balance and the Company decides to close the Partner's Account in accordance with Clause 17.1. b), the Company shall provide written notice to the Partner with a notice period of three (3) business days, after which the Partner Account shall be closed.
- 17.4. In case Partner has a Dormant or Inactive Account with remaining pending commissions balance or wallet balance up to 1 USD and the Company decides to close the Partner's Account in accordance with Clause 17.1. c), the Company shall provide a written notice to the Partner with a notice period of three (3) business days, after which the Partner Account shall be closed. The Company shall have the right to deduct this remaining balance and use it for charity purposes at its absolute discretion.
- 17.5. The Company shall have the right to remove any bound, linked, or recommended clients if the Partner's Account is closed due to the Dormant Accounts Policy in clause 17 or upon termination of this Agreement by either Party.

18. MISCELLANEOUS

- 18.1. If a situation arises that is not covered under this Agreement, the Company shall resolve the matter based on good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 18.2. 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 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.
- 18.3. 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. The exercise or partial exercise of any right, power or remedy provided by law or under this Agreement will not preclude any other or further exercise of it or the exercise of any other right, power, or remedy.
- 18.4. Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Partner and the Company.
- 18.5. The Partner shall not represent itself as an agent of the Company and the Partner shall have no authority or power to bind the Company or to contract in the name of or create a liability against any of these.
- 18.6. The Partner agrees to inform the Company about all facts and circumstances, Partner becomes aware of, that may result in undesired consequences (risks) for the Company.
- 18.7. 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 immediately following the day the Partner is deemed to have received notice of the assignment in accordance with this Agreement.
- 18.8. 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.

- 18.9. If any term of this Agreement (or any part of any term) shall be held by a tribunal or 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.
- 18.10. The Partner shall inform the Company of any other business activities entered into by the Partner during the term of this Agreement and shall provide the Company with information, as requested, regarding such activity.
- 18.11. This Agreement and any addendums and appendices 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.
- 18.12. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius (for clients recommended to Exinity Limited) or Republic of Kenya (for clients recommended to Exinity Capital East Africa Limited).
- 18.13. With respect to any proceedings, the Partner irrevocably:
- a) submit to the jurisdiction and agree that the courts of the Republic of Mauritius (for clients recommended to Exinity Limited) or Republic of Kenya (for clients recommended to Exinity Capital East Africa Limited) will have exclusive jurisdiction to settle any disputes in connection with the Agreement;
 - b) waives their right to any objection which the Partner may have at any time to the filing of any legal cases in any such courts;
 - c) agree not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Partner.
- 18.14. The Partner irrevocably waives to the fullest extent permitted by law, with respect to the Partner and their revenues and assets, all immunity from:
- a) jurisdiction of any courts or arbitral proceedings;
 - b) relief by way of injunction, orders for specific performance, or for recovery of property;
 - c) attachment of the Partner's assets (whether obtained before or after judgment or award);
and
 - d) the execution or enforcement of any judgment to which the Partner or and their revenues or assets might otherwise be the subject matter in any proceedings in arbitration or in courts.
- 18.15. Either Party accepting or executing this Agreement on behalf of a party represents and warrants that he is empowered to execute it and that all necessary action to authorise its execution has been taken.
- 18.16. All Parties will, and procure that any other necessary third party will, execute all such documents

and do all such acts which the other Party may consider necessary for giving full effect to this Agreement.

- 18.17. Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.

APPENDIX A: COMPENSATION STRUCTURE

1. In addition to the terms and conditions of the Agreement, the Partner recommending Clients shall satisfy and maintain the following terms and conditions in this Appendix A to remain active and maintain the status of a Partner with the Company.

Specific Conditions

2. The Partner agrees that:
 - a) recommended Clients shall place at least one trade to be an active trader.
 - b) the Partner shall be compensated on a completed trade basis where a position has been closed.
 - c) the Partner shall not recommend themselves, their relatives, or other affiliated parties as Clients.
 - d) if the Company identifies or assumes any abuse on the trading activity of the Partner, (e.g. opening and closing of trades instantly for the purpose of generating commissions), the Company shall take any action it deems fit, to remedy the situation including but not limited to detach the Clients from the Partner and/or terminate the Agreement immediately, with written notice.
 - e) the Company shall not compensate Partners for transactions opened and closed in less than, or equal to 60 seconds.
 - f) the Company, unless previously specified in writing, reserve the right to withhold or modify the compensation, modify or terminate the Agreement if:
 - (i) it is deemed that a significant portion of the Partner's compensation is derived from trading on one account;
 - (ii) the total amount of Partner's compensation from a trading account exceeds 60% (sixty percent) of the total net deposits for that specific account.
 - g) If the Agreement is terminated, any amounts due by Partner would be immediately due and payable on the termination date. The compensation to the Partner shall be made in the normal course of payments as described in this Agreement and/or Appendix A.

Payment and/or Remuneration Scheme

3. The Parties agree that the Partner shall be compensated in accordance with the Reward Program ("Scheme") provided in the Partner Portal. The Partner acknowledges that the Company may amend the Scheme from time to time without any written notice to the Partner. The Scheme shall be available only for the Company Products and Services.
4. When calculating compensation:
 - a) The Partner shall be paid rebates based on fixed USD per lot or percentage of spread/commission charged for the services offered.

- b) The fixed USD per lot or percentage of spread/commission for each respective rebate tier is determined by Reward Program conditions achieved during the timeframe specified in the Partner's panel as per the Scheme. All conditions need to be satisfied to determine the Rebate Tier applicable for the respective specified timeframe.
- c) If we assume the specified timeframe is Weekly and the Rebate Tier achieved is lower for the current Calendar Week compared to the prior Calendar Week, we shall offer a grace period and the Rebate Tier shall remain the same for the current Calendar Week. Should the Rebate Tier be lower thereafter, the Rebate Tier shall decrease as of the third (3rd) Calendar Week according to the Rebate Tier achieved as per the Scheme.
- d) As the Partner advances Rebate Tiers during the specified timeframe, the prior hours/days rebates within the same specified timeframe will be recalculated to the new Rebate Tier as per the Scheme.

Example:

*If we assume the specified timeframe is weekly and by the **third day** of the calendar week the Partner has satisfied conditions for rebate tier 3, then the Partner shall receive rebates as per the defined remuneration/fee structure per account type and per instrument group applicable for rebate tier 3:*

*If by the **fifth day** of the same calendar week the Partner has satisfied conditions for rebate tier 5, then the whole calendar week will be subject to recalculation as per the defined remuneration/fee structure per account type and per instrument group applicable for rebate tier 5.*

- e) Rebates will only be applicable for account type(s) and symbols/instrument groups that are specified in the Scheme.
- f) The remuneration of the Partner shall be paid into the Partner's Wallet at the end of each Payment Cycle, as is specified in the Partner's Panel, or at the discretion of the Company as may be communicated to the Partner

APPENDIX B: COMPENSATION STRUCTURE

Introduction

1. The Partner recommending Sub-Partners has requested, and the Company has agreed that compensation for services shall be calculated in accordance with the following Payment Scheme for recommending Sub-Partners.

Specific Conditions

2. The Partner agrees to/that:
 - (a) accept and shall not have a right to dispute the terms and conditions and the payment terms of the Partners Agreement concluded by the Sub-Partners of the Partner.
 - (b) compensation is subject to the Partner being fully approved.
 - (c) the Company shall not pay compensation for transactions opened and closed in less than or equal to 60 seconds.
 - (d) the Company has the right in the event it identifies or assumes any abuse on the trading activity of the Partner, or any other person assigned under the Partner, (e.g. Opening and closing of trades instantly (fast-trading) for the purpose of generating commissions) to take any action it deems fit to remedy the situation.
 - (e) the Partner or any other person assigned under the Partner, cannot recommend themselves as Clients, nor can they recommend relatives or other affiliated parties.
 - (f) the Partner agrees to accept and shall not have a right to dispute the terms and conditions and the payment terms of the Partners Agreement concluded by a Partner, Sub-Partner and Sub-Partner recommended by Sub-Partner.
 - (g) the obligation to give notice to the Company when a Sub-Partner wishes to enter a Partners Agreement with the Company.
 - (h) the Company reserves the right to amend the Scheme and the terms provided herein at any time at the Company's discretion.

Payment and/or Remuneration Scheme

3. The Parties agree that the Partner shall be compensated in accordance with the Reward Program ("Scheme") provided in the Partner Portal. The Partner acknowledges that the Company may amend the Scheme from time to time without any written notice to the Partner or Sub-Partner(s). The Scheme shall be available only for the Company Products and Services.
4. When calculating compensation:
 - a) The Partner shall be paid rebates based on fixed USD per lot and/or percentage of spread/commission charged for the services offered to clients of the Sub-Partners.
 - b) The fixed USD per lot and/or percentage of spread/commission for each respective rebate tier is determined by Reward Program conditions achieved by the Sub-Partner(s) during the timeframe specified in the Partner's panel as per the Scheme. All conditions need to be satisfied

by the Sub-Partner(s) to determine the Rebate Tier applicable for the respective specified timeframe for each Sub-Partner.

- c) If we assume the specified timeframe is Weekly and the Rebate Tier achieved is lower for the current Calendar Week compared to the prior Calendar Week, we shall offer a grace period and the Rebate Tier shall remain the same for the current Calendar Week. Should the Rebate Tier be lower thereafter, the Rebate Tier shall decrease as of the third (3rd) Calendar Week according to the Rebate Tier achieved as per the Scheme.
- d) As the Sub-Partner(s) advances Rebate Tiers during the specified timeframe, the prior hours/days rebates within the same specified timeframe will be recalculated to the new Rebate Tier as per the Scheme.

Example:

*If we assume the specified timeframe is weekly and by the **third day** of the calendar week the Sub-Partner has satisfied conditions for rebate tier 3, then the Sub-Partner and Partner shall receive rebates as per the defined remuneration/fee structure per account type and per instrument group applicable for rebate tier 3.*

*If by the **fifth day** of the same calendar week the Sub-Partner has satisfied conditions for rebate tier 5, then the whole calendar week will be subject to recalculation as per the defined remuneration/fee structure per account type and per instrument group applicable for rebate tier 5.*

- e) Rebates will only be applicable for account type(s) and symbols/instrument groups that are specified in the Scheme.
- f) The remuneration of the Partner shall be paid into the Partner's Wallet at the end of each Payment Cycle, as is specified in the Partner's Panel, or at the discretion of the Company as may be communicated to the Partner.

APPENDIX C: SHARING OF REBATES

In addition to the terms and conditions of the Agreement, the Partner agrees to the following procedure for the transfers between the accounts of the Partner to the Wallet(s) or Trading Account(s) of recommended Clients in the Company.

1. The Partner shall be provided with the option for the sharing of rebates from his/her Partner Wallet with the Company to the wallet or trading account of receiving Client and agrees to be bound by the terms and conditions of this Agreement.
2. The Partner shall provide a pre-defined Rebate Sharing Cashback Coupon specifying the start and end dates and the percentage (%) of rebate per symbol group to be shared with a predetermined list of selected recommended clients. The rebate amount for the selected recommended clients, as per the Rebate Sharing Cashback Coupon, shall be accumulated in the Partner Portal. At the end of each Payment Cycle, the Partner must confirm the release/transfer of rebates to the selected recommended clients through the Partner Portal for each transaction. This confirmation will serve as the final instructions provided by the Partner.
3. The Partner hereby confirms and acknowledges that such requests for transfer shall be made upon the strict condition that the recommended Client consents and agrees to this transaction.
4. The Partner shall be solely responsible for providing correct and accurate information for the execution of transactions. It is understood that once instructions for transfer are processed, they cannot be cancelled or modified by the Partner.
5. The Partner undertakes full responsibility regarding the transfer of funds and acknowledges that the Company is discharged from any liability resulting from the execution of the Partner's instructions/requests.
6. The Partner undertakes the responsibility to assist, where reasonably required by, the Company's to perform their obligations by virtue of applicable legislation.
7. The Partner hereby acknowledges that the Company may reject, in their discretion and for any reason, any request and/or instructions provided by the Partner.
8. The Partner hereby acknowledges that all transactions are subject to the approval of the Company, at their sole discretion.
9. The Partner hereby acknowledges that the Company may impose limits, at their own discretion, on the number, and/or volume, and/or value of the transactions requested pursuant to the present appointment.