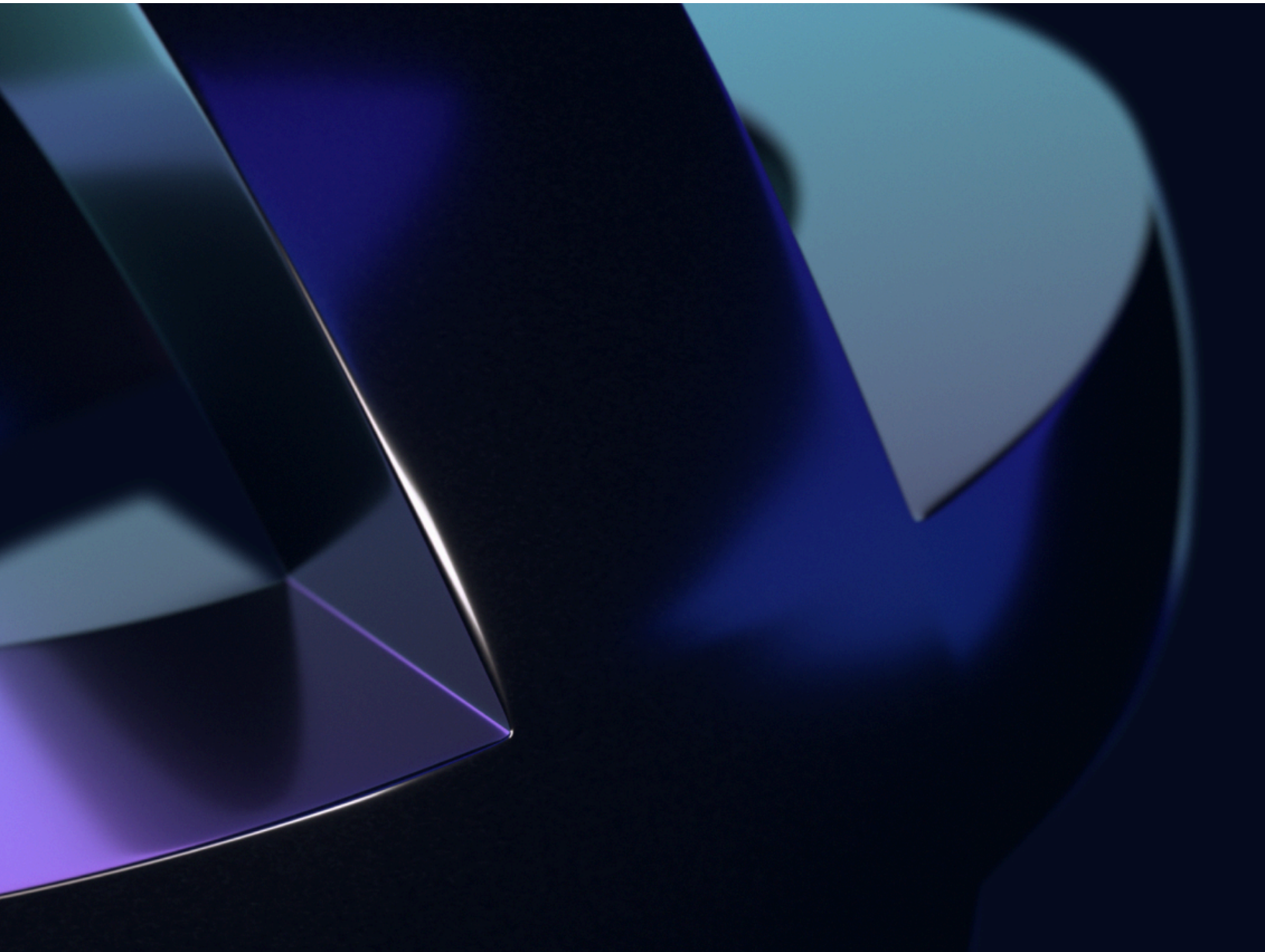
exness

Partnership Agreement

Exness (BZ) Ltd.
15 'A' Street, Belize City, Belize
www.exness.com | support@exness.com



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1. General Provisions

1.1 This Partnership Agreement (hereinafter the "Agreement") together with the applicable partnership legal documentation published on the Sites, specifically including the Privacy Policy and the API Terms of Use, as amended from time to time shall define the terms governing the relationship between Partners and/or Introducing Brokers (hereinafter the "Partner(s)") and Exness (BZ) Ltd. (hereinafter the "Company").

2. Definitions

Access Data: shall mean the login, security credentials, passwords, and two-factor authentication codes as well as any API Keys, Tokens, secret access codes, or similar credentials issued by the Company to enable, authenticate or secure access to, or operations within the Partner Account and/or, Partner Wallet(s).

Account: the unique trading account assigned by the Company to any Client completing the account opening application procedure and approved by the Company.

Affiliated Entities ("Affiliates"): with respect to the Company shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with the Company. The Company may publish to the Site(s) the details of its Affiliated Entities which are providing services in relation to any trading in financial instruments and to which the Partner may introduce clients to.

Agreement: the present Partnership Agreement.

API: The Application Programming Interface that may be made available by the Company in its sole and absolute discretion, to eligible Partners to programmatically access, view, or operate the Partner Account and/or Partner Wallet(s).

API Keys/Token: Unique access credentials enabling programmatic access to, or authentication within, the Partner's Account and/or Partner's Wallet(s).

Attribution Restriction: means any temporary limitation, suspension, or blocking of new client attribution in one or more Attribution Segments.

Attribution Segment: means any combination of traffic characteristics designated by the Company for attribution, performance assessment, or enforcement purposes, which may include, without limitation, country, platform (web or mobile), operating system, device type, media source, channel, campaign identifiers, or any other traffic attribute. An Attribution Segment may be defined at any level of granularity (for example, mobile traffic across all countries, or traffic limited to specific countries and/or attributes) and may be updated by the Company from time to time in its sole and absolute discretion.

Benchmark: means a performance threshold for traffic quality or conversion metrics (including, without limitation, conversion rate to registration and/or first-time deposit) as determined and communicated in writing by the Company, which may vary by country, traffic type, platform, operating system, or media source, and may be amended by the Company from time to time upon notice to the Partner. For the avoidance of doubt, a Benchmark may be established by reference to any attribute or combination of attributes of the Partner's traffic for which a metric can reasonably be defined, quantified, and measured.

Benefit(s): shall mean any monetary and/or other rewards connected with the Partner types, subject to clause 21 of the present Agreement.

Business Day: shall mean any day other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other international holidays to be announced on the Company's Site.

Client: any physical person or entity who resides and/or located in the Territory with whom the Company or any of its Affiliated Entities concluded a Client Agreement.

Client Agreement: an agreement between the Company or any of its Affiliated Entities and the Client for the provision of services in relation to any trading in financial instruments offered by the Company or any of its Affiliated Entities.

Company: The Company is registered with the Belize Companies & Corporate Affairs Registry under business entity registration number 000022129 and with the Financial Services Commission (FSC) of Belize under registration number 9110312.

Confidential Information: has the meaning given in clause 9.1.

Copy Trading: shall have the meaning given under the Client Agreement.

Custom Indicator(s): shall mean any indicators, scripts, formulas, algorithms, models, tools, or analytical functions created, configured, uploaded, modified, converted, published, or otherwise developed by the Partner using the Company's platform and displayed alongside market data, including charts and price feeds.

Discloser: means the party disclosing or providing Confidential Information (either directly or through such party's Representatives) to the Recipient or the Recipient's Representatives.

Introduced Client: any physical person or entity who resides and/or located in the Territory and has been introduced by the Partner to the Company and/or to any of its Affiliated Entities through a Partner Link and with whom the Company and/or any of its Affiliated Entities concluded a Client Agreement.

Investor(s): shall have the meaning given under the Client Agreement.

Law(s): means any statute, treaty, ordinance, rule, regulation, directive, decision, circular permit, order, writ, injunction, judicial decision, decree, code or other legally binding requirement of any regulatory

and/or governmental authority that may be in effect and applicable to the Company and/or its Affiliated Entities from time to time.

Non–Active Introduced Client: any Introduced Client who resides and/or located in the Territory and has no activity (trading or deposit in all of their Accounts with the Company or any of its Affiliated Entities) in their Personal Area with the Company or its Affiliated Entities for a period of ninety (90) days.

Partner: a physical person over eighteen (18) years old or a legal entity approved by the Company to introduce Prospective Clients to the Company and/or to its Affiliated Entities under the terms and conditions of this Agreement.

Partner Account/Partner Personal Area: the digital interface and personal space assigned by the Company to a Partner to manage referral activities, access Promotional Materials, generate Partner Links, view performance reporting and monitor Partner Wallet(s).

Partner Wallet(s): shall mean the unique financial account assigned to a Partner that is linked to a specific Partner Link through a unique partner code, used to receive, hold, track, disburse, transfer or withdraw and transfer Partner Commission derived from Introduced Clients attributed through the Partner Link.

Partner Commission: the amount payable to the Partner subject to clause 5 of the present Agreement.

Partner Link: the unique link provided by the Company to the Partner for identifying the Partner activities and the Clients introduced to the Company and/or to its Affiliated Entities by the Partner.

Partner Site: the websites and social media sites operated and/or owned by the Partner and/or Referral Agent for the purpose of introducing Prospective Clients to the Company and/or to its Affiliated Entities.

Personal Area: the Client's personal space on the Company's or its Affiliated Entities Site(s).

Promotional Material: any material provided by the Company and/or its Affiliated Entities to the Partner and used by the Partner in order to promote any activity related to the Company and/or to its Affiliated Entities or the Site(s) for the purpose of this Agreement, including but not limited to written texts, training materials, advertisements, newsletters, logos, banners, promo links etc.

Prospective Client: any physical person or entity who resides and/or located in the Territory and has been introduced by the Partner to the Company and/or to its Affiliated Entities prior to the conclusion of a Client Agreement with the Company and/or with its Affiliated Entities.

Recipient: means the party receiving the Confidential Information (either directly or indirectly through such party's Representatives) from the Discloser or the Discloser's Representatives.

Referral Agent: a physical person or entity who is connected with and/or appointed by a Partner for introducing Prospective Clients to the Company and/or to its Affiliated Entities by using the Partner Link

of the principal Partner and with whom the Company and/or its Affiliated Entities concluded a Partnership Agreement.

Referral Agent Commission: the amount payable by the Partner to the Referral Agent subject to clause 20.3 of the present Agreement.

Representative(s): means, with respect to a particular party, such party's (i) Affiliates, (ii) officers, directors and employees, (iii) attorneys, accountants and financial advisors, and (iv) officers, directors and employees of such party's Affiliates, who shall each be legally obligated to observe and perform the obligations of such party and to keep and treat the Discloser's Confidential Information received hereunder in a manner consistent with the terms hereof.

Site(s): without limitation shall mean the websites www.exness.com and www.exnessaffiliates.com that will be used by the Company to communicate to the Partner from time to time or any such other website or sub-domain as the Company may maintain from time to time and communicated to the Partner, as well as any API, infrastructure, servers, or data feeds providing direct, automated, or programmatic access to the information, data, and functionalities of the Partner's Account.

Strategy Provider(s): shall have the meaning given under the Client Agreement.

Subpartner: any physical person or entity who has been introduced by the Partner to the Company and/or to any of its Affiliated Entities through a Partner Link, and with whom the Company and/or its Affiliated Entities concluded a Partnership Agreement.

Territory means the country or territories prescribed herein and/or those being accepted by the Company from time to time in its sole discretion (GEO Target).

3. Partners' Rights and Obligations

3.1 In order for any physical person or entity to become a Partner, the applicant must complete the relevant application procedure. It is up to the Company's discretion to accept or reject any applicant as a Partner or request additional information and/or documentation from the applicant for further review by the Company.

3.2 Upon approval of a Partner application and by acceptance of the present Agreement, the Company grants to the Partner a non-exclusive, non–transferable right to direct Prospective Clients to the Site and/or to its Affiliated Entities Sites, if different, subject to the terms and conditions of this Agreement, and the Company will provide the Partner with a Partner Link linked to the Site(s).

3.3 The Partner gives the Company the non-exclusive, non-transferable right to use the Partner's name and/or trademark for free for the duration of this Agreement so that the Company may fulfill its obligations under this Agreement.

3.4 The Partner undertakes the following:

A. To act in good faith and not make any false and/or misleading representations or statements in relation to the Company and/or its Affiliated Entities or the services provided by the Company and/or its Affiliated Entities that the Partner knows or ought reasonably to know are likely to prejudice or to bring into disrepute in any manner the Company's and/or its Affiliated Entities business or reputation or that of any of the Company's and/or Affiliated Entities' associates;
B. To cooperate with the Company to review complaints by Clients introduced by the Partner;
C. To cooperate with the Company and promptly submit any documentation and/or evidence required by the Company in relation to the dealings of the Partner with the Clients, involving the Company in any way whatsoever;
D. Not knowingly do or commit (or permit to be done or committed) any act, matter or thing that the Partner knows or ought reasonably to know is likely to put the Company in breach of any of the provisions of the Client Agreement between the Company and/or its Affiliated Entities and the Clients or the provisions of existing legislation;
E. To cooperate with the Company and promptly submit any information and/or documentation required by the Company;
F. To perform their obligations under this Agreement and otherwise conduct their business and affairs in accordance with such professional and ethical standards as are widely regarded as being best practice and in accordance with any applicable Laws or regulations and the API Terms of Use. The Partner shall safeguard and keep strictly confidential all Access Data, shall not cause the Company to fail to observe reasonably expected standards of behavior, and will comply with all applicable Laws, rules, and requirements. The Partner shall not take any steps which would cause the Company and/or its Affiliated Entities to fail to observe the standard of behavior reasonably expected of persons in the Company's and/or of its Affiliated Entities position and will comply with all applicable Laws and rules and requirements applicable to the Partner or the Company and/or its Affiliated Entity and disclose to the Company promptly any complaint, regulatory investigation, or disciplinary action or any other development that may have a material impact on the Partner's ability to provide the services hereunder in accordance with provisions of existing legislation;
G. To provide the Company with all necessary information and documents about services rendered under this Agreement;
H. To notify in writing the Company immediately of any actual or potential contravention of any such legal or regulatory requirements and the Company is entitled to assume that any necessary authorisation, license and/or consent remains in effect until the Partner notifies in writing the Company otherwise;
I. To notify in writing the Company immediately if any actual or proposed judgment, order, or disciplinary sanction is imposed upon or entered against the Partner or any other action or claim is taken against them (including without limitation any pending litigation), in relation to their activities under the provisions of existing legislation which has, or may have, in the Company's reasonable opinion, a material adverse effect on the Company's and/or on its Affiliated Entities reputation or financial standing;
J. To indemnify the Company against any loss or liability suffered by the Company and/or its Affiliated Entities as a result of the contravention of any legal or regulatory requirements on the part of the Partner or as a result of or related to the actions of the Partner during and after the Termination of the Agreement;

K. To resolve directly with the Perspective Client and/or Introduced Client any disputes and/or disagreements arise between the Partner and the Perspective Client and/or Introduced Client in accordance with clauses 15.5. and 15.6.; and
L. The Partner acknowledges and agrees that they shall at all times abide by and comply with any applicable content guidelines, guidelines, policies and/or codes of ethics published or otherwise made available by the Company from time to time on the Company's Website.

3.5 The Partner shall not:
A. Contact or interact in any way with Prospective Clients and/or Introduced Clients unless the prior specific consent of the Company is given. Even in cases where such consent is provided by the Company, any communication between the Partner and Prospective Client and/or Introduced Client shall not constitute official Company communication;
B. Accept money from Prospective Clients and/or Introduced Clients on behalf of or for the benefit of the Company and/or of its Affiliated Entities or trade on behalf of Introduced Clients;
C. Make changes to any documents including the Company's and/or its Affiliated Entities legal documents and/or any Promotional Material, or access, collect, scrape, extract, store, transmit, redistribute, or resell the Company's partner analytics, performance metrics, client attribution data, or reward structures other than monitoring their own genuine partnership activities under this Agreement without the Company's express written consent;
D. Make any representation or warranty concerning the Company and/or its Affiliated Entities except as authorized by the Company;
E. In their capacity as Partner, incur any liability on behalf of the Company and/or to its Affiliated Entities or in any way pledge or offer credit on behalf of the Company and/or on behalf of its Affiliated Entities or accept or enter into any contract binding upon the Company and/or of its Affiliated Entities;
F. Intervene or interfere with or attempt to affect any trading decision and/or trading activity of Introduced Clients, in any manner, including without limitation the provision of any investment advice, portfolio management or trade recommendation;
G. Request from the Introduced Client and/or attempt and/or have access to the Accounts of the Introduced Client and/or use the API, programmatic instructions, or automated scripts in bad faith to manipulate, exploit, or overload any of the Company's platforms, features or systems, including without limitation the Autorebates System, Partner Link attribution, commission calculation mechanisms, Partner Account and/or Partner Wallet operations, or bypass any rate limits or security controls imposed by the Company.

3.6 The Partner agrees that in the event of a request by an Introduced Client to be unlinked from a specific Partner and/or be linked to another Partner the Company and/or its Affiliated Entities reserve the right, at their sole and absolute discretion to fulfill such request and cease paying any Partner Commission to the (previously linked) Partner in relation to this Introduced Client.

3.7 The Partner agrees that in the event of a breach of this Agreement the Company reserves the right, at their sole and absolute discretion to unlink Introduced Clients from a specific Partner and cease paying any Partner Commission to the (previously linked) Partner in relation to these Introduced Clients.

3.8. The Company may, at its sole and absolute discretion, grant selected Partners access to the API and associated Access Data. The Partner acknowledges and agrees that API access is not an automatic entitlement under this Agreement. The Company reserves the absolute right to refuse, restrict, suspend, limit, or revoke API access or Access Data for any Partner at any time, with or without prior notice, or without cause.

4. Company's Rights and Obligations

4.1 The Company and/or its Affiliated Entities retain the right to refuse registration as a Client to any Prospective Client introduced by the Partner.

4.2 The Company and/or its Affiliated Entities shall be the sole and exclusive proprietor of any personal data disclosed and/or related to the Introduced Clients.

4.3 The Company has the right to cancel the payment of a Partner Commission for any Non–Active Introduced Client and terminate the assignment of such a Non–Active Introduced Client with a specific Partner.

4.4 The Company has the right to change the Territory from time to time at its sole discretion.

4.5 The Company and/or its Affiliated Entities have the right to monitor the Partner's Site and request the Partner to make amendments as deemed necessary and the Partner is obliged to comply with such amendments.

4.6 The Company undertakes to:

A. Fulfill its obligations under this Agreement in good faith;
B. Save information about all Introduced Client transactions, for such period as may be reasonably required for the purposes of this Agreement;
C. Pay Partner Commission for Introduced Clients, except in the following circumstances:
    a. When the Client and the Partner are the same person/entity;
    b. When the Partner acts in breach of the terms of this Agreement;
    c. When one of the reasons mentioned in term 5.8 below prevails.

5. Payment of Partner Commission

5.1 For the services rendered under this Agreement, the Partner shall be compensated for each trading transaction (excluding any credit/bonus generated amount) performed by the Introduced Client assigned to the Partner.

5.2 The Partner Commission will be calculated for all closed trading transactions either instantly and be available within fifteen (15) to thirty (30) minutes or within a twenty-four (24) hour period and will be available for withdrawal on a daily basis. The calculation and payment frequency of each Partner Commission shall be determined by the Company at its sole and absolute discretion.

5.3 Unless otherwise communicated by the Company to the Partner, the Partner Commission from trading transactions of Introduced Clients with their own funds is calculated as follows:

- Trading instruments under the Standard Cent account with the suffix -c (group of instruments: Forex_pairs)

Partner Commission = Reward size x Spread in pips x Pip value in USD

- Trading instruments under the Standard account with the suffix -m (groups of instruments: Forex_group, Crypto_group, Energies_group, Indices_group, Stocks_group)

Partner Commission = Reward size x Spread in pips x Pip value in USD

- Trading instruments under the Pro account (group of instruments: Forex, Crypto, Energies, Indices, Stocks, Metals)

Partner Commission = Reward size x Spread in pips x Pip value in USD

- Trading instruments under Raw Spread and Zero account types (group of instruments Forex, Energies, Crypto, Indices, Stocks, Metals)

Partner Commission = number of lots x fixed commission size USD

- Trading instruments under Standard Plus account (group of instruments Forex, Energies, Crypto, Indices, Stocks, Metals)

Partner Commission = number of lots x fixed commission size USD

- Trading instruments under Social Standard account types of Investors or Strategy Providers of Copy Trading service (group of instruments: Forex, Crypto, Metals)

Partner Commission = Reward size x Spread in pips x Pip value in USD

- Trading instruments under Social Pro account types of Investors or Strategy Providers of Copy Trading service (group of instruments: Forex, Crypto, Metals)

Partner Commission = Reward size x Spread in pips x Pip value in USD

5.4 In the case that any Introduced Client(s) of the Partner trades with credit/bonus, the above calculations should be amended as follows. When calculating credits/bonuses for Introduced Clients, a credit coefficient, calculated as follows, is applied to the Partner Commission due to the Partner:
Credit coefficient = (Equity – the Introduced Client's current credit/bonus) / Equity
Reward Amount = Partner Commission x Credit coefficient

5.5 The Partner Commission is paid out for first level Introduced Clients (introduced by the Partner), however, the Company may decide on payment to the Partner of Partner Commission for the second level Introduced Clients (introduced by Subpartners). The second level of Partner Commission is paid only for the types of financial tools for which the Partner Commission is added from the spread, and not from the trading volumes or as the interest rate for the transaction levied by the Company, unless otherwise determined by the Company in its sole discretion.

5.6 The Company retains the right to reduce the Partner Commission and/or Benefits in the event that the cost of hedging risks associated with one or more Introduced Clients' transactions increases.

5.7 If there is reasonable suspicion by the Company that auto-referral activity (that is when the Partner gets Partner Commission from trading operations carried out on Accounts by direct or circumstantial evidence controlled by the Partner; this includes, but is not limited to, use by the Partner and the signed Client of at least two identical IP addresses) is performed by the Partner, the Partner Commission size can be decreased by the Company down to 0% and any Benefits can be revoked and/or cancelled.

5.8 Payment of Partner Commission and/or Benefit may be delayed and/or customized and/or not be paid or annulled/canceled or suspended in the following circumstances:

A. If the Partner Wallet or any other Account managed or controlled by the Partner or any of the Introduced Clients assigned to the Partner is considered by the Company at its sole discretion as suspicious;
B. If the Company determines at its sole discretion that the Partner Commission is derived from activity related, directly or indirectly, to fraudulent or abusive or illegal or deceptive practices;
C. The Introduced Client performs actions in bad faith for generating Partner Commission;
D. If the Partner Wallet, any Account maintained in the name of the Partner or attracted Introduced Client Account is blocked or placed in the archive in a manner required by sections of this Agreement or the "Temporary Block of the Client Account" and "Inactive and Dormant Client Accounts" of the Client agreement and General Business Terms between the Company and the Client if applicable. The provisions of this clause are applicable to the full period of archiving and/or blocking of a Partner Wallet and/or any Account maintained in the name of the Partner or Introduced Client linked to the Partner;
E. When the rate amount to be paid is less than 0.01 of a unit of currency of the Partner Wallet;
F. The results of the Introduced Client transactions are canceled because they were executed at non-market quotations;
G. When the Introduced Client's Account balance consists of only credits/bonuses;
H. If the Partner Commission derived from Introduced Clients via Facebook or Instagram or any other social media platform or other platforms' paid advertising;
I. If any of the Introduced Client(s) does not fully comply with its obligations under the Client Agreement;
J. The Introduced Client is not eligible to be a Client of the Company based on its internal policies and procedures and/or applicable Laws;
K. The Partner and/or the Introduced Client has failed to satisfy any requests from the Company in relation to due diligence and/or know your customer ("KYC") and/or your business ("KYB") and/or similar requirements;
L. If the Company determines at its sole discretion that the Partner has breached any provision of this Agreement and/or performed any actions and/or omissions in violation of Laws and/or regulations;
M. Where applicable, the Partner Commission is related to trading made in Copy Trading accounts;
N. Where applicable, the Introduced Client trades in account types or instruments that do not generate Partner Commission;

O. Where a notice of termination of this Agreement has been issued by either party, in accordance with clause 10 below. Any withdrawal and/or cancellation of such notice shall not affect the provisions outlined above;
P. When an Introduced Client closes a position using the "Close-By" function and/or of any similar operation and/or functionality and/or tool, the Partner Commission shall be calculated and paid only on the initial trade. No Partner Commission will be provided for the counter-direction trade executed as part of the "Close-By" and/or of any other similar operation and/or functionality and/or tool;
Q. If the Partner's performance within any Attribution Segment falls below the applicable Benchmark and an Attribution Restriction is imposed;
R. In the event of any technical issue, malfunction, error, rate-limit circumvention, system overload or irregularity in a Personal Area and/or Partner's Account and/or Partner Wallet and/or trading platform or API, from which an Introduced Client and/or a Partner, directly or indirectly, derives any earnings and/or Partner Commission and/or Benefit;
S. If the Partner is accumulating commission or a standard fee resulting from a different arrangement from the Company or any of its Affiliated Entities;
T. If the Partner Commission is derived, directly or indirectly, from the manipulation, misuse, or bad-faith operation of the Partner Account, Partner Wallet, Autorebates System, Partner Link attribution, or commission calculation mechanisms, whether conducted manually, programmatically, or via the API, API Keys, or Tokens;
U. Where the Partner or an Introduced Client generates trading volume, attributions or commissions by utilizing manual intervention, automated scripts, bots, software or programmatic instructions that violate or breach any provision of this Agreement and/or the API Terms of Use.

5.9 When the restrictions are removed from an Introduced Client's Account, the Partner Commission and/or Benefit payments to the Partner shall resume. The Partner shall not be entitled to receive any Commission and/or Benefit for a period during which the Introduced Client's Account is restricted.

5.10 The percentages and methods of calculation of the Partner Commission may be amended from time to time by the Company and the current at the time percentages and methods of calculation shall be available in the "Reports" section of the Sites and deemed to have effect from the date that same are posted, in relation to subsequent transactions.

5.11 The Partner Commission and/or Benefit(s) shall be paid to the Partner Wallet. Any other manner to pay the Partner Commission must be approved by the Company.

5.12 The Partner undertakes to pay all tax, money transfer fees, currency conversion fees, and other mandatory payments.

5.13 The Company and/or its Affiliated Entities have developed a system to calculate and credit back to the Clients part of the Partner Commission and/or Benefit(s) received by the Partners ("Autorebates System"). The Autorebates System has tools to calculate and credit part of the Partner Commission and/or Benefit(s) back to the corresponding Client's account based on the Partner's instructions and parameters. The Company is responsible for the correct operation of the Autorebates System. Any payments to Clients processed through the Autorebates System are irrevocable and the Company

bears no responsibility for any actions processed by the Partners via the Autorebates System. Only a limited number of Partners will have access to the Autorebates System.

6. The Use of Promotional Material

6.1 The Partner shall only use Promotional Material provided and approved by the Company in order to provide the services provided by the Agreement. Any other material created by the Partner and used for advertising, including but not limited to creatives, landing pages, domains, emails and more should be submitted to the Company for prior approval before launching.

6.2 Any Promotional Material that is created and/or provided by the Company and used by the Partner is exclusively owned by the Company and shall not be used by the Partner for any purpose outside the scope of the present Agreement unless the prior written consent of the Company is obtained.

6.3 The Company shall have the right to request from the Partner to refrain from posting the Promotional Material or any part of the Promotional Material to specific jurisdictions, as those jurisdictions will be communicated by the Company to the Partner. The parties further agree that the Company shall at all times retain the right to restrict the extent to which the Partner promotes, distributes or publishes the Promotional Material and the Partner shall immediately comply with the Company's instructions to this respect.

7. Promotion Restrictions

7.1 The Company and/or its Affiliated Entities, own worldwide registered and protected trademarks including without limitation "Exness" and the "Exness logo". The Partners acknowledge that they are not allowed to register any kind of business that includes the trademarks of the Company and/or its Affiliated Entities.

7.2 The Company may give the Partner a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable right to use and display on the Partner's Site the name, trademark and Promotional Material for free for the duration of this Agreement so that the Partner may fulfill their obligations under this Agreement, subject to the following:

A. The Partner shall use the Company's name, trademark and Promotional Material to advertise the services provided by the Company and/or its Affiliated Entities on their website solely for the purpose of providing a link from the Partner's Site to the Site and fulfilling their obligations under this Agreement;
B. The Partner may not call into question or dispute the Company's right to its name and trademark;
C. The Partner may not perform any actions that may be considered by the Company as damaging the Company's business reputation, image or trademark;
D. The Partner undertakes to observe the provisions of any applicable legislation and customary business practices regarding the protection of intellectual property rights and to cooperate with the Company to protect such rights;

E. The Partner undertakes to inform the Company in writing of all instances known to it in which the Company's right to its name and trademark are disputed or violated.

7.3 The Partner is not permitted to use the Company's and/or its Affiliated Entities' trademark in any paid search activity, whether this is in ad text, copy or display URLs without prior written approval by the Company and/or its Affiliated Entities.

7.4 The Partner is not permitted to use the Company's and/or its Affiliated Entities' trademark in their ad-copy paid media to advertise on behalf of the Company without the written approval from the Company and/or its Affiliated Entities.

7.5 The Partner recognizes that the Company holds all rights to the Company's intellectual property and that all intangible assets related to the Company's and/or its Affiliated Entities' name and trademark and created as a result of the performance of this Agreement or by other means are the property of the Company.

7.6 The Company may cancel the non-exclusive, non-transferable right to use the Company's and/or its Affiliated Entities' name, trademark and Promotional Material for free at any time, at its absolute discretion and without the need to provide any reasons for such cancellation.

7.7 The Partner undertakes the following:

A. to post on the Partner Site specific warnings and disclaimers in relation to the provision of the specific services by the Company and/or its Affiliated Entities;
B. to add all Company's brand terms as negative keywords in all paid search activities in order to avoid any broad matching issues;
C. to clearly disclose the relationship between the Partner and the Company, including its Affiliated Entities, if applicable, in any material produced or used by a Partner anywhere, including without limitation blogs, publications and news sites, disclosing both non-financial and financial relationships where applicable.
D. To follow and comply with the Company's advertising guidelines for Partners, as provided to the Partner by the Company from time to time, at the Company's sole and absolute discretion.

7.8 The Partner (and/or any of its Affiliated Entities) shall not, directly or indirectly:

A. Register or use domains, subdomains, keywords, search terms or other identifiers containing the Company's and/or its Affiliated Entities trademark(s) (a part of the Company's name), the Company's trade names, the Company's name or any words or depictions confusingly similar to any of the aforementioned in any language without the Company's prior written consent;
B. Bid on or purchase internet placement rights for a similar domain name or any part or similarities thereof in any manner in any of its advertising and/or promotions, including but not limited to, internet and web advertising;
C. Include a similar domain name or any part thereof, or similar variations, translations or misspellings, in the meta tags of any web site code. This includes the meta title, meta keywords or meta description;

D. Purchase, obtain or use, directly or indirectly, any keywords from third party platforms so as to redirect traffic to the similar domain name;
E. Purchase a similar domain name or any part thereof, or any variations, translations or misspellings thereof, for use in text links, banner ads, pop-up ads or any other type of ad that could be associated with a keyword campaign;
F. Use false advertising or in general false and/or fraudulent methods for attracting new Clients online, launching the search engine and leading the search engine users astray, including, but not limited to the use of the Company's Site URL with a Partner Link in the contextual advertising systems, knowingly falsely redirecting users to a different website on the Internet;
G. Send traffic through automatic redirects on a website page;
H. Use ad fraud, including but not limited to impression/click/conversion/data fraud, and fraudulent traffic sources, including but not limited to botnets/toolbars/click farms/other methods of automated/fraudulent traffic such as automated bots and super cookies;
I. The use of questionable traffic sources including but not limited to parked domains, error pages, juvenile, death & tragedy, sexually suggestive and violent content are not permitted;
J. Publish advertisement-like information on websites which contain or link to websites that violate the Law, industry standards, ethics, and morality;
K. Publish advertisements with incorrect information about the services offered or with omissions to the non-disclosure requirements of the risks to the Prospective Client.
L. Use malicious software with pop-up advertisements or advertisement-like mailings to email addresses without consent to receive said mailings;
M. Purchase keywords with reference to Exness and/or other misspellings of the name on pay-per-click search engines to drive traffic to Partner’s own website;
N. Purchase trademarks which include the word "Exness" in any language;
O. Bid or appear on misspellings or variations of "Exness" brand searches.

7.9 The Partner undertakes full responsibility of any legal representation and to pay all relevant fees, costs, expenses and fines in relation to any dispute, claim, action or proceeding relating to the intellectual property rights of the Company and/or its Affiliated Entities arising whatsoever directly or indirectly out of the Partner’s activities, negligence, willful default or fraud or breach of any of its obligations under this Agreement.

8. Protection of Personal Data

8.1 The Partner undertakes to observe all provisions of applicable Laws and regulations for the protection of personal data for the purpose of fulfilling its obligations under this Agreement.

8.2 The Partner undertakes full responsibility to pay any fines and/or compensate the Company and/or its Affiliated Entities for any losses arising as a result of its violation of the provisions of Law regulating the protection of personal data indemnify and hold harmless the Company and/or its Affiliated Entities including their directors, officers, employees, shareholders and owners against any and all claims, demands, liabilities, losses, damages, judgments, settlements, costs, fines and expenses insofar as such claims, demands, liabilities, losses, damages, judgments, settlements, costs, fines and expenses

arise out of the breach of the present Agreement and/or are based on any claim against the Company derived by the Partner's activities, negligence, willful default or fraud or breach of any of its obligations under this Agreement.

8.3 We will collect, use, store, and otherwise process personal information of the Partner, as set out in the Privacy Policy, as amended from time to time, and available on the Company's website.

8.4 The Company is permitted to disclose to the Partner details of the Introduced Client's transactions, onboarding status and other related information necessary for the calculation of the Partner Commissions only to the extent that the Introduced Client authorizes the Company through the Client Agreement. However, the Company will not disclose any Introduced Client's contact or personal information unless authorised by the Introduced Client, including where the Introduced Client elects to use features that enable the sharing of such information or with the Introduced Client's consent, or as otherwise permitted or required under the relevant legal notice or any other applicable document, either through the Introduced Client's Personal Area or by other means. The Partner further undertakes to comply with the content of the Personal Data Sharing Legal Notice available on the Partner's personal area, **and shall not use the API or automated scripts to scrape, bulk-download, extract, or transmit any Introduced Client data beyond what is strictly necessary for monitoring commission performance under this Agreement**.

9. Confidentiality

9.1 Confidential Information means all confidential information relating to the service which the Discloser or its Representatives or any of its affiliated companies, or their Representatives directly or indirectly discloses, or makes available, to the Recipient or its Representatives or its affiliated companies, or their Representatives, before, on or after the date of this agreement. This includes:

(a) the fact that discussions and negotiations are taking place concerning the service and the status of those discussions and negotiations;

(b) the existence and terms of this agreement;

(c) all confidential or proprietary information relating to:

(i) the business, affairs, customers, employees, clients, suppliers plans, intentions, or market opportunities of the Discloser or of any of the Discloser's affiliated companies; and

(ii) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser, or of any of the Discloser's affiliated companies;

(d) any information, findings, data or analysis derived from Confidential Information;

(e) any other information that is identified as being of a confidential or proprietary nature;

but excludes any information referred to in clause 9.2.

9.2 Information is not Confidential Information if:

(a) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives or by any of the Recipient's affiliated companies or their Representatives in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);

(b) it was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;

(c) it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;

(d) it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser;

(e) it is developed by or for the Recipient independently of the information disclosed by the Discloser; or

(f) the parties agree in writing that the information is not confidential.

9.3 In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:

(a) keep the Confidential Information secret and confidential;
(b) not use or exploit the Confidential Information in any way except for the service;
(c) not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this agreement; and
(d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the service. Any such copies, reductions to writing and records shall be the property of the Discloser.

The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Discloser from time to time) to safeguard the Confidential Information from unauthorised access or use.

9.4 Disclosure to Representatives

(a) The Recipient may disclose the Confidential Information to its Representatives, any of its affiliated companies, or their Representatives on the basis that it:

(i) informs those Representatives, affiliated companies, or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and

(ii) procures that those Representatives, affiliated companies, or their Representatives comply with the confidentiality obligations in clause 9.3 as if they were the Recipient.

(b) The Recipient shall be liable for the actions or omissions of the Representatives, any of its affiliated companies or their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

9.5 Mandatory Disclosure

9.5.1. Subject to the provisions of this clause, a party may disclose Confidential Information to the minimum extent required by:

(a) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;

(b) the rules of any listing authority or stock exchange on which its shares or those of any of its affiliated companies are listed or traded; or

(c) the Laws or regulations of any country to which its affairs or those of any of its affiliated companies are subject.

(i) Before a party discloses any Confidential Information pursuant to clause 9.5 it shall, to the extent permitted by Law, use all reasonable endeavors to give the other party as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with clause 9.5 (i), that party shall take into account the reasonable requests of the other party in relation to the content of this disclosure.

(ii) If a party is unable to inform the other party before Confidential Information is disclosed pursuant to clause 9.5 it shall, to the extent permitted by Law, inform the other party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

9.6 Return or destruction of Confidential information

9.6.1. If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall:

(a) destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;

(b) erase all the Discloser's Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form;

(c) erase all the Discloser's Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and

(d) certify in writing to the Discloser that it has complied with the requirements of this clause 9.6.1.

(i) Nothing in clause 9.6.1. shall require the Recipient to return or destroy any documents and materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain by applicable Law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause 9.6.1. (i).

10. Restrictions, Amendments and Termination

10.1 The Company at its discretion may put restrictions in the operation of the Partner Account and/or Partner Wallet(s) and/or temporarily or permanently deactivate, restrict, or suspend, revoke or delete any or all Access Data and for any of the following reasons:

A. If there is any suspicion that the Partner is involved in any illegal/fraudulent transactions;
B. If there is a suspicion that the Partner violates any of the conditions of this Agreement and/or the API Terms of Use or any term of the Client Agreement between the Company and the Partner as a Client or any other document concluded between the Partner as a Client with the Company.

In the event that the Partner is also a Client of the Company and any of the aforementioned events occur then the Company may also put restrictions on the operation of any of the Accounts in the name of the Partner.

10.2 The Company may, where the Partner's performance within any Attribution Segment falls below the applicable Benchmark (as communicated in writing by the Company), impose an Attribution Restriction for that Attribution Segment. Prior to enforcement, the Company shall notify the Partner in writing and may provide a reasonable grace period (not less than twenty-four (24) hours) to allow performance recovery. During the Attribution Restriction period, new client attribution within the affected Attribution Segment may be suspended, rerouted, or otherwise limited until performance recovers to or above the Benchmark. Attribution Restrictions shall not affect any Partner Commission accrued prior to the effective date of enforcement. The Company shall maintain records supporting Benchmark calculations and Attribution Segment performance assessments, which shall be made

available to the Partner upon reasonable request. This clause is without prejudice to the Company's existing rights to suspend payments, refuse attribution, or terminate this Agreement.

10.3. Without prejudice to any other rights granted to the Company in relation to the subject matter, the Company has the right to impose an Attribution Restriction for any breach of the Agreement and/or the API Terms of Use by the Partner without prior notice.

10.4 The Company has the right to amend the terms of this Agreement at any time with immediate effect without giving any prior notice to the Partners.

10.5 The Company may terminate the Agreement and the Partner's status with immediate effect for any of the following reasons:

A. If the Partner violates the conditions of the Agreement or the API Terms of Use; or
B. In the event that the Partner is also a Client of the Company and the Partner violates any term of the Client Agreement between the Company and the Partner as a Client or any other documents concluded between the Partner as a Client of the Company; or
C. If the Company has cause to believe that the Partner is not putting enough effort into promoting the Company's services; or
D. Any of the Introduced Clients engages in doubtful operations and/or in abusive trading and/or is in breach of the Client Agreement as determined in the Company's sole and absolute discretion; or
E. If the Company has reasons to believe that the Partner committed any illegal acts or omissions whatsoever; or
F. If the Company has reasons to believe that the Partner has performed and/or performs any actions that may result in damaging the Company's business reputation, image or trademark; or
G. If the Company suspects that Partner shares any personal data and/or personal information in breach of the Company's privacy policies and/or this Agreement and/or the personal data sharing disclaimer; or
H. If the Partner manipulates, exploits, or overloads the Partner Account, Partner Wallet or API, uses manual or programmatic instructions in bad faith, circumvents system or rate limits, or compromises Access Data.

In the event that the Partner is also a Client of the Company and any of the aforementioned events occur then the Company may also terminate with immediate effect the Client Agreement between the Company and the Partner as a Client.

10.6 The Company may terminate the Agreement without cause by providing five (5) days' written notice to the Partner.

10.7 Where termination of the Agreement and the Partner's status takes place, the Company shall pay Partner Commission for all Introduced Clients actually introduced before the notice of termination of this Agreement up to the termination date of this Agreement, excluding the instances directly provided for by this Agreement. The Partner shall not be entitled to receive any Partner Commission from any Introduced Clients generated after the notice of termination date up to the effective termination date. The Partner Commission size may be decreased by the Company down to 0% from the date of the

notice of termination of this Agreement. Any withdrawal and/or cancellation of such notice shall not affect the provisions outlined above.

10.8 Termination of the Partner's status shall not preclude the Company from subsequently entering into or maintaining contractual relationships with Introduced Clients introduced by the Partner.

10.9 The Partner shall no longer be allowed to use the Company's name and trademark following the termination of the Partner's status and the Partner is obliged to return to the Company any Promotional Material.

10.10 In the event that, subsequent to the termination date of this Agreement, the Company shall have the discretionary right to impose a termination handling fee to any Partner Wallet for the handling of post-termination Partner Wallet matters (the "Termination Handling Fee"), as per below:

A. The Termination Handling Fee shall be a lump sum fee of up to ten US Dollars (10.00 USD) or its equivalent sum (depending on the currency of the Partner Wallet). The Company reserves the right to change the limit amount of the lump sum fee at any given time following the termination as the Company deems necessary;

B. The Termination Handling Fee shall not be imposed if the total available balance in the Partner Wallet is more than the Termination Handling Fee. The Company reserves the right to impose a Termination Handling Fee on any Partner Wallet within each Partner's personal area. However, the aggregate sum of Termination Handling Fees across all Partner Wallets per Partner's personal area shall not surpass the threshold of ten US Dollars (10.00 USD);

C. The Termination Handling Fee will be implemented if the Partner has failed to withdraw the remaining balance after the lapse of the notice period for the termination of the Agreement (the "Termination Notice");

D. The Company reserves the discretionary right to apply the Termination Handling Fee at any given time upon termination of the Agreement.

10.11 The Partner may terminate the Agreement and their Partner Wallet(s) at any time and without cause by providing five (5) days' written notice to the Company. Such notice shall be sent via email to support@exness.com.

10.12 When Partners are also Clients of the Company and terminate their Client Agreement(s) with the Company, including the respective trading Account(s) registered with the Company, the Company shall also simultaneously terminate the Partnership Agreement between the Company and these Partners, including the respective Partner Wallet(s), with immediate effect or no later than five (5) calendar days following such termination notice.

11. Indemnity

11.1 The Partner agrees to indemnify the Company and/or its Affiliated Entities and hold the Company and/or its Affiliated Entities, directors, officers, authorized representatives, employees and affiliates, harmless from and against any liability, claims, demands, proceedings, costs, damages, expenses (including legal fees) and penalties/fines whatsoever including but not limited to intellectual property rights, Access Data compromise or security breaches, and confidentiality directly or indirectly suffered by them or incurred by them arising out of the Partner's activities, negligence, willful default or fraud or breach of its obligations under this Agreement and the Company may deduct any amount to indemnify the Company and/or its Affiliated Entities from any outstanding Partner Commission.

12. Client Complaints

12.1 The Partner will promptly inform the Company by telephone and in writing, of any complaint against the Company and/or any of its Affiliated Entities Upon Company's request the Partner shall submit a full and detailed report with any supporting documents relating to the complaint within five (5) days of receiving the complaint.

12.2 The Partner agrees to notify in writing the Company of any written complaint received from any Introduced Client which relates to any function that the Partner has undertaken and, in the event, the Partner agrees action is necessary, it undertakes to take reasonable steps to amend its procedures to avoid the occurrence of similar complaints in the future.

13. Notices

13.1 For the purposes of this Agreement, "writing" or "written notice" is defined as handwritten or typed text that is sent or received by email and/or through the Partner's personal area.

13.2 Any notice hereunder shall be in writing and deemed to have been duly given from the moment the email is sent to the below email addresses for the Company or to the last email address provided by the Partner to the Company.

Company: partnership@exness.com

14. Entire Agreement

14.1 This Agreement, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior drafts, agreements,

undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

15. Partner's Representations and Warranties

15.1 The Partner represents that they should have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform their obligations under this Agreement, without the approval or consent of any other party.

15.2 The Partner confirms that they should have obtained all necessary authorisations (including, without limitation, any regulatory or governmental consents, approvals or licenses), if applicable, to enable them to enter into and perform their obligations under this Agreement and they should undertake to maintain such authorisations, and consents during the term of this Agreement. The Partner undertakes to submit to the Company, prior to commencing operations under the present Agreement, evidence of all the relevant authorisations, licenses and consents that they should possess.

15.3 The Partner confirms that they should have, prior to execution of this Agreement, fairly disclosed to the Company all information (including, without limitation, geography of leads, channels, any material information relating to its regulatory standing and details of any material difficulties previously encountered by them in the provision to Introduced Clients of such or similar services as those contemplated in this Agreement) which may reasonably be considered material towards the Company's decision on whether to deal with the Partner and/or any Prospective Client or in determining the basis on which Company services should be provided.

15.4 The Partner confirms that all information and/or documentation supplied by them to the Company (including, without limitation, information relating to any Prospective Client or Client, geography of leads, channels) is true, complete and accurate in all material respects and the Partner will advise the Company forthwith of any material change to the information previously provided. In addition, the Partner undertakes to provide any further information and/or documentation as required by the Company from time to time.

15.5 The Partner will not disclose the Prospective Client's and/or Introduced Client's and/or Client's contact or personal information without obtaining explicit consent from the Prospective Client and/or Introduced Client and/or Client in accordance with relevant legal notice or any other applicable document, either through the Client's Personal Area or by other means. The Partner confirms that by sharing their contact details with the Prospective Client and/or Introduced Client and/or Client, in the event the Prospective Client and/or Introduced Client and/or Client communicates with the Partner in an excessive frequency and/or manner and/or nature, such behavior and/or actions of the Prospective Client and/or Introduced Client and/or Client are neither directed and/or initiated by the Company. The Partner understands and agrees that the Company shall not intervene in any communication between the Partner and the Prospective Client and/or Introduced Client and/or Client and/nor resolve any discrepancies in regard to such behavior, as per clause 15.6 of this Agreement.

15.6 The Partner confirms that any disputes and/or disagreements between the Partner and the Prospective Client and/or Introduced Client and/or Client shall be resolved directly between the Partner and the Prospective Client and/or Introduced Client and/or Client and that the Company shall not mediate any disputes and/or disagreements, as all interactions occur independently of the Company's internal environment.

15.7 The Partner confirms that by entering into this Agreement, agrees to be bound as well by the Exness Partner loyalty program's terms and conditions and any other documentation available on the Site and/or Partner's personal area.

16. Severability

16.1 Should any part of this Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by Law of any market or regulator, that part shall be deemed to have been excluded from this Agreement from the beginning, and this Agreement shall be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the Law and/or regulation of any other jurisdiction, shall not be affected.

17. Assignment

17.1 The Company may at any time assign to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing at least five (5) Business Days prior written notice to the Partner. This may be done, without limitation, in the event of merger or acquisition of the Company with a third party, reorganization of the Company, upcoming winding up of the Company, or sale or transfer of all or part of the business or the assets of the Company to a third party. It is agreed and understood that in the event of transfer, assignment or novation as described in the present clause, the Company shall have the right to disclose and/or transfer all Partner related information (including without limitation personal data, recording, correspondence, due diligence and identification documents, files and records etc) transfer the Partner Wallet and any money maintained in such Partner Wallet. The Partner may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Partner's rights or obligations under the Agreement without prior written consent of the Company.

18. No Waiver

18.1 No failure to exercise, nor any delay in the exercise, by either party to this Agreement of any right, power, privilege or remedy under this Agreement shall impair, or operate as a waiver of such right, power, privilege or remedy.

19. Miscellaneous

19.1 Nothing in this Agreement is intended to, or shall be deemed to establish any partnership or joint venture between the Company and the Partner, constitute either the Company or the Partner an agent or representative or employee of each other or of any other third pay, nor authorize the Partner to make or enter into any commitments for and on behalf of the Company.

19.2 In the event of any dispute between the Partner and any Prospective Client and/or Introduced Client and/or Client or in the event of suspicion by the Company of any fraudulent or illegal activities involving the Partner the Company retains the right to block any amount of money in any of the Partner Wallets or any of the Accounts maintained in the name of the Partner as a Client with the Company.

19.3 All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by the applicable Law.

19.4 This Agreement and any matter, dispute or claim, including non-contractual disputes or claims, arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the Laws of Belize. The Partner hereby irrevocably agrees that the courts of Belize have exclusive jurisdiction and accordingly submits to the jurisdiction of the courts of Belize in relation to any matter arising in connection with this Agreement.

19.5 In the event of the death or mental incapacity of the Partner (if physical person) or one of the persons who form the Partner (if legal entity), all funds held by the Company or its nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

20. Referral Agent

20.1 The below clauses are applicable only to these Partners who are acting as a Referral Agent of a Partner.

20.2 Referral Agent’s Rights and Obligations:

20.2.1 Any physical person or entity may become a Referral Agent.

20.2.2 It is up to the Company’s sole discretion to accept or reject any Referral Agent or request additional information and/or documentation from the Referral Agent for further review by the Company.

20.2.3 Upon Referral Agent's acceptance of the present Agreement, the Company grants to the Referral Agent a non-exclusive, non–transferable right to direct Prospective Clients to the Site and/or to its Affiliated Entities Sites, if different, subject to the terms and conditions of this Agreement. For the avoidance of doubt, such Prospective Clients and/or Introduced Clients will be connected directly to the Partner, whose Partner Link has been used by the Referral Agent..

20.3 Payment of Referral Agent Commission:

20.3.1 Unless otherwise communicated by the Company to the Referral Agent, the Referral Agent Commission from trading transactions of Introduced Clients will be paid out by the Company, in accordance with the respective percentage of the Referral Agent Commission as set by the linked Partner. To this end the Partner may share with the Referral Agent a reward history and/or Client accounts and/or performance statistics reports containing the information about Introduced Clients. The Company hereby informs the Referral Agent that it will not enforce any arrangement and/or agreement between the Referral Agent and the Partner, except for the payment of the Referral Agent Commission as indicated from time to time in the Partner's personal area of the Referral Agent, and it excludes any and all liability from any and such non-enforcement. The Company shall not have any liability for any non-payment and/or delays and/or miscalculations and/or omissions in the payment of the Referral Agent Commission and/or in the event that the Partner stops sharing the reward history and/or Client accounts and/or performance statistics reports with the Referral Agent.

20.3.2 The Referral Agent Commission is paid out by the Partner either only for first level Introduced Clients, who were introduced by the Referral Agent and used the respective Partner Link or also for the second level Introduced Clients, in accordance with the respective agreement and/or arrangements made between the Partner and the Referral Agent. In any case, the shared reward history and/or Client accounts and/or performance statistics reports will indicate only the reward history of the first level Introduced Clients.

20.4 In case of termination of a Partner's status, the Company at its sole discretion may provide the Referral Agent the option to be assigned under another Partner of the Company.

20.5 The Referral Agent represents that they should have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform their obligations under this Agreement, without the approval or consent of any other party.

20.6 In the event of any dispute between the Partner and their linked Referral Agent, the Company bears no responsibility or liability towards Partner and/or Referral Agent.

20.7 The respective agreement and/or arrangement between the Partner and the linked Referral Agent, may be terminated by the Partner at any given time and shall have effect one (1) calendar day after the date the termination has been communicated to the Referral Agent by the Company through the Partner's personal area and/or via email communication..

20.8 The percentage of the Referral Agent Commission may be amended from time to time by the Partner and the Referral Agent will be notified via email and/or through the Partner's personal area

about the current percentage of the Referral Agent Commission. The new percentage would be deemed to have effect one (1) calendar day after the date that it would be communicated to the Referral Agent, in relation to subsequent transactions.

20.9 Without prejudice to the applicability of clause 20 to Referral Agents, clauses 1, 2, 3.1, 3.3 - 3.6, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 23 of the present Agreement, are fully applicable in the Company's relationship with the Referral Agents.

21. Partner types

21.1 The Company may offer various Partner types from time to time with different Partner Commission levels. Criteria for upgrading Partner type may vary and are determined in the Company's sole discretion. The Company retains the right to refuse to change and/or upgrade the Partner type of a Partner at its sole and absolute discretion. Furthermore, the Company reserves the right to change and/or downgrade the Partner type of a Partner at its sole and absolute discretion.

21.2 Any Benefits available to Partners in accordance with their Partner Commission level may be limited in duration and quantity. The Company may, at any time and from time to time, in its sole and absolute discretion and in accordance with the applicable Partner Commission level, offer, vary, suspend, cancel, or terminate any Benefits available to Partners.

22. Language

22.1 The Company's official language is the English language and the Partner should always read and refer to the main Sites for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English, is for informational purposes only and does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

23. Survival

23.1 The parties of this Agreement hereby agree that any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination (including clauses 5.8, 7.5 (intellectual property), 8 (Protection of Personal Data), 9 (Confidentiality), 11 (Indemnity) and 19.2. (dispute resolution process) and any other clauses necessary to protect the rights and obligations of the parties beyond the termination of this Agreement, each of which shall remain in full force and effect.

24. Custom Indicators

24.1 The Partner agrees that Custom Indicators are created based on user-provided code and are provided solely for informational and educational purposes. Custom Indicators do not constitute investment advice, investment research, a recommendation, or an offer to buy or sell any financial

instrument. The Company provides access to platform features and infrastructure that allows Partners to draft, code and make available Custom Indicators.

24.2. The Partner acknowledges and agrees that Custom Indicators constitute user-generated content and that the Partner is solely responsible for: (i) the design, code, logic, specifications, functionality, outputs, signals, calculations, interpretations, and operation of any Custom Indicator; and (ii) independently testing, validating, monitoring, and vetting all Custom Indicators in a safe, non-production environment prior to live use. The Company does not design, review, verify, validate, monitor, or guarantee any Custom Indicator, user-provided code, specifications, calculations, outputs, or strategies.

24.3 The Partner warrants that no assurance and/or guarantee shall be provided to any Introduced Client that any conversion, implementation, or operation of user-provided code into a Custom Indicator will be error-free, secure, uninterrupted, bug-free, compatible with all systems or platforms, or capable of achieving any particular trading result or outcome. To the fullest extent permitted by applicable law, the Custom Indicators platform functionality is provided on an "as is" and "as available" basis to Partners, and the Company disclaims all warranties, express or implied, including warranties of accuracy, completeness, reliability, merchantability, fitness for a particular purpose, non-infringement, uninterrupted availability, or compatibility.

24.4 The Company shall not be liable for: (i) conversion-introduced functional errors; (ii) defects, inaccuracies, omissions, vulnerabilities, or infringements in the Partner's code, materials, or specifications; (iii) coding defects, incompatibilities, interruptions, or unexpected Custom Indicator behavior; (iv) failures, inaccuracies, interruptions, or deficiencies relating to third-party software, infrastructure, components, or data providers; or (v) any direct, indirect, incidental, consequential, or punitive losses, liabilities, damages, costs, expenses, trading losses, loss of profits, or loss of capital arising from or related to any Custom Indicator, trading activity, or use of the platform, or any reliance placed thereon.

24.5 Unless expressly authorised in writing by the Company, Custom Indicators and related platform data are intended solely for personal visualisation and use within the platform and may not be used for: (i) automated or algorithmic trading, including trading bots; (ii) integration with external systems, software, or APIs; (iii) machine-driven or automated decision-making; or (iv) extracting, copying, redistributing, sublicensing, commercialising, or reselling platform data or Custom Indicator outputs. The Partner further agrees not to use and/or share Custom Indicators in violation of applicable laws or regulations, to manipulate markets or platform functionality, or to make misleading or unsubstantiated performance claims.

24.6 The Partner retains any intellectual property rights the Partner may hold in submitted code and Custom Indicators. By creating, uploading, publishing, or sharing any Custom Indicator, code, or related materials, the Partner grants the Company a worldwide, non-exclusive, royalty-free, irrevocable, perpetual licence to host, process, reproduce, display, distribute, and make available such materials in connection with operation, maintenance, security, improvement, and provision of the platform.

24.7 The Partner represents and warrants that any code, materials, specifications, data, or other content submitted to the Company do not infringe, misappropriate, or otherwise violate any intellectual property, proprietary, confidentiality, or other rights of any third party. The Partner agrees to indemnify, defend, and hold harmless the Company, its affiliates, officers, employees, contractors, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable legal fees, arising out of or relating to any allegation that Partner-supplied materials infringe or violate any third-party rights.

24.8 The Company reserves the right, at its sole discretion and at any time, to refuse, suspend, restrict, modify, remove, disable, discontinue, or terminate any Custom Indicator, conversion process, functionality, or access to the platform for any lawful reason, including security, technical, regulatory, compliance, abuse, or intellectual property concerns, or where necessary to protect system integrity or other users. The Company shall not be liable for any loss or damage arising from such actions.

24.9 The Partner represents and warrants that they shall not, in any manner, represent or imply that any Custom Indicators were prepared, developed, or created by the Company where such Custom Indicators were prepared, developed, or created by the Partner.