

INTRODUCER AGREEMENT

XM INTRODUCER AGREEMENT

The following are the complete terms and conditions to apply as a member of XM Introducer Program. Please read this Agreement completely and carefully before enrolling in XM Introducer Program. You must agree with and accept all of the terms and conditions contained in this Agreement and its Appendix without modifications, which include those terms and conditions expressly set out below and those incorporated herein by reference, before you may become an Introducer of the Company.

PARTIES TO THE AGREEMENT

(a) XM Global Limited (operating under the trading name "**XM**"), a Financial Services Provider Licensee regulated and authorised by the Financial Services Commission ("**FSC**") in Belize (hereinafter called the "**Company**") having its registered office at Suite 101, 63 Eve Street, Belize City, Belize and any of its designated and permitted successors, hereinafter referred to as the "**Company**" or "**XM**"; and

(b) The "**Introducer**" or "**Affiliate**" or "**Master Affiliate**" or "**Sub Affiliate**" shall mean the individual or entity which applies for Introducer Program membership in accordance with the terms and conditions set forth herein.

And furthermore, may both hereinafter be referred to separately as the "**Party**" and jointly as the "**Parties**".

The above expressions shall, where the context so permits, include receivers and managers and successors in title, and personal representatives in the case of legal persons.

WHEREAS this Agreement sets out the terms upon which Clients may be referred to the Company by the Introducer

And

WHEREAS the Introducer has the necessary knowledge and experience to provide such intermediary services to the introduced Clients that improves the quality of service offered for the conclusion of financial contracts between the Company and potential Clients.

IT IS AGREED:

1. Definitions of terms

Client	Means any person whom the Company and its fellow subsidiaries, defined below as the "Companies", have approved to open an account(s) subject to the Client Agreement, for the introduction of which the Introducer actively mediated so as for the Companies to enter into a financial contract.
Client Agreement	Means the Companies' Trading Terms and Conditions that the Client accepts when he/she opens an account with the Companies and the relevant document is available on the Companies' Main Website.
Companies	Means the Company and its fellow subsidiaries, XM International MU Ltd, XM (BVI) Ltd, XM (SC) Ltd and TPXMGLOBAL Kenya Limited which are part of the same group of companies.
ECB	Means the European Central Bank.
E-wallet	Means the electronic wallet linked with the Introducer account, which is automatically created by the Company upon registration of the Introducer account.
Fraudulent Activity	Fraudulent Activity refers to any intentional or malicious actions, omissions, or patterns of behavior by the Affiliate (or third parties associated with the Affiliate) aimed at and/or resulting in undermining the Company's business interests, regardless of whether such actions resulted in actual documented damages.

Main Website	Means the Companies' domain name and/or any other domains that the Companies operates mainly for promotional and marketing purposes.
Master Introducer	Means an "Introducer" or "Affiliate", who has introduced Sub Affiliate(s) to the Company through the dedicated referral links extracted from the Company's Affiliate Platform.
Introducer's Commissions	Means any commission, rebates, and/or other remuneration paid or payable to the Introducer by the Company for intermediation services rendered by the Introducer for the conclusion of Client Agreements between the Companies and the Clients identified, targeted and referred to the Companies by the Introducer. The remuneration of the "Introducer" or "Affiliate" or "Master Introducer" or "Sub-Affiliate" will be based on a fixed fee or percentage, as agreed between the Parties, per lot traded by the Clients or per Client or per valid lead generated who enter into a Client Agreement with the Companies further to the intermediary services provided by the "Introducer" or the "Affiliate". Additionally, the "Master Introducer" shall receive a fixed percentage, as agreed between the Parties, from the Commissions generated by the active "Sub Affiliate" that the "Master Affiliate" introduced to the Company.
Introducer Program	Means the program which the Company makes available to certain individuals or entities, pursuant to the terms and conditions of this Agreement, via the Company' s website, in order to engage the Introducer to act as mediator between the Companies and targeted clients for the conclusion of a Client Agreement with the Companies.
PPC Bidding	Means any activity participation, directly or indirectly, in pay-per-click or similar paid advertising models (including search engine advertising, display networks, social media advertising, or native advertising, whereby the Introducer bids on, purchases, or otherwise targets keywords, search terms, identifiers, or audience segments to display advertisements and gain more visibility at search results. PPC Bidding shall be deemed to occur whether conducted by the Introducer itself or by any third party acting on its behalf.
Sub-Affiliate	Means an "Introducer" or "Affiliate", who has been introduced by the Master Introducer and who has successfully registered to the Introducer Program through the dedicated referral link from the Affiliate Platform, according to the terms and conditions set out herein.

2. Electronic Signatures and Introducers Acceptance of Agreement(s)

2.1 The Introducer hereby acknowledges and agrees that (a) by completing and submitting the Introducers Application Form to the Company and clicking on the "I Accept" button or similar buttons or links as may be designated by the Company on the Company's Main Website(s) shows his/hers approval of this Agreement, (b) by continuing to access or use the Company's Main Website(s), (c) by referring potential new Clients to the Companies' Main Website(s) for the purpose of analysing and providing information with regards to the financial products offered by the Companies, and/or (d) by accepting any commissions and/or payments from the Company or any of its Clients, are entering into a legally binding contract and fully agrees to abide by and to be bound by all the terms and conditions set out in this Agreement, as they may apply.

2.2 The Introducer hereby waives any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

3. Introducer Representation and Warranties

3.1 The Introducer has all requisite authority to enter into this Agreement and to be fully bound hereby, and all necessary action has been taken by him/her in connection herewith. The Introducer acknowledges and confirms that he/she can enter into this Agreement and is approved and/or authorised and/or qualified under the local regulatory requirements to offer the services mentioned in this Agreement.

3.2 The Introducer acting as a mediator must provide true and complete information to the Company at all times; including but not limited to, identity, contact information, payment instructions, nationality, residency, participation in affiliate/partner/introducer programs for other websites, the location and nature of the Introducer's intermediation activities carried out for the purposes of introducing, explaining and/or promoting the financial services offered by the Companies to prospective Clients, and any other information that the Company may request from time to time.

3.3 The Introducer has fulfilled all registration, qualification and/or other requirements of all jurisdictions and regulatory bodies to the extent that such registration, qualification and/or other requirements are applicable to him/her during the term of the Agreement and will remain in strict compliance with all of the foregoing.

3.4 If the Introducer is a company or other legal entity, the Introducer is duly organized, validly existing and in good standing under the laws of the relevant jurisdiction(s).

3.5 The Company shall act as the payment agent and pay the commissions to the Introducer for traffic generated to the Companies.

3.6 The Introducer understands and agrees that the Company shall act as the exclusive payment agent, and the Introducer shall have no claims against the other fellow subsidiaries beyond what is expressly provided for in this Agreement.

3.7 The Introducer will act as a mediator between the Companies and his/her Clients for enhancing the quality of service offered to his/her Clients as well as introducing and/or explaining the services offered by the Companies to his/her Clients. As a mediator, the Introducer will do all that is necessary in order for the Companies and his/her clients to enter into a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between any of the Companies and the Client. Such preparatory work will include, but not limited to, the presentation of the details of the financial products offered by the Companies to potential investors, comparison against the respective products of other providers in an effort to convince the potential investor to invest with the Companies, setting up campaigns with separate delivery data for each metric in alignment with the Company's objectives.

3.8 Introducer of Business or Affiliates introducing Clients in their capacity as agents shall ensure full compliance with the guidelines of the respective application that they use. In case the Company identifies traffic deriving from modified media source identifiers, we reserve the right not to pay commissions in respect of such traffic.

3.9 The Introducer will carry on his/her operations and business as an independent contractor and not as an agent or employee or representative of the Company.

3.10 The Introducer shall not provide any investment advice to the introduced Clients.

3.11 The Introducer is obliged to inform the introduced Clients of any commission received as well as any additional commissions involved with regards to the service provided under this Agreement.

3.12 The Introducer acknowledges and agrees that he/she is responsible for the payment of all relevant duties and/or charges and/or taxes arising from the course of his business.

3.13 The Introducer cannot use the Company's logo in any of the correspondence, on any business cards or on any electronic transmission, etc., unless explicitly authorized to do so by the Company.

3.14 The Introducer acknowledges that he/she is not allowed to register a business that includes the wording "XM" and/or "Trading Point" in its name. Furthermore, the Introducer acknowledges that he/she is not allowed to register and/or operate a domain name that includes the wording "XM" and/or "Trading Point" in its name.

3.15 The Introducer represents and warrants that he/she will not place promotional materials related to the Companies on any website, or use any media or medium, which contains materials, including, but not limited to, sites which conform to any of the following criteria: (a) promote (including links to) sexually explicit materials, violence, or illegal activities, (b) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, (c) manipulate keyword searches on portals and/or search engines that conflict with the Company's, (d) misrepresent themselves as the Companies Main Website(s) by co-opting the visual "*look and feel*" of or text from the Companies' Main Website(s) or otherwise violate the Companies' Intellectual Property rights, including, without limitation, "*scraping*" text or images from the Companies' Main Website(s) or the Companies managed Banners and/or Text Links, search marketing or all other online and offline campaigns, (e) include "XM" and/or "Trading Point" or variations or misspellings thereof in the Introducer's domain names, (f) do not clearly make available an online privacy policy to visitors of his/hers website, (g) are "*under construction*" or have broken URL's, (h) promote any unofficial mobile application(s) that do not belong to the Companies and/or are not approved by the Companies and/or use any mobile application(s) without the prior approval by the Companies, (i) provide misleading information, or (j) are otherwise considered offensive or inappropriate, in the Company's sole discretion.

3.16 The Introducer agrees to indemnify and hold harmless each of the Companies individually from any claims, losses and/or damages arising from the Introducer's Actions.

3.17 The Introducer shall not authorize or encourage any third party to: (a) directly or indirectly generate use of the online services offered by the Companies through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated tools, attribution manipulation, cookie stuffing, and/or computer generated queries, and/or the unauthorized use of other search engine optimization services and/or software; (b) edit, modify, filter, truncate or change the order of the information contained in any part of the Companies' Main Website(s), or remove, obscure or minimize any part of the Companies' Main Website(s) in any way without authorization from the Companies; (c) frame, minimize, remove or otherwise inhibit the full and complete display of any Web page accessed by a Client after clicking on any part of the Companies Main Website(s); (d) redirect any Client away from the Companies' Main Website(s); (e) provide a version of any Web page of the Companies' Main Website(s) that is different from the page an end user would access by going directly to the Companies' Main Website(s); intersperse any content between the Companies' Main Website(s) and the applicable landing page on the Companies' Main Website(s) or otherwise provide anything other than a direct link from the Introducer's website(s) to a relevant landing page on the Companies' Main Website(s), as approved by the Company in accordance with this Agreement on any Web page or any website(s) that contains any pornographic, hate-related, violent, or illegal content; (f) directly or indirectly access, launch, and/or activate access to the online services offered by the Companies through or from, or otherwise incorporate access to the online services offered by the Companies or referrals in, any software application, website, or other means other than his/her website(s), and then only to the extent expressly permitted by this Agreement; (g) "*crawl*", "*spider*", index or in any non-transitory manner store or cache information obtained from or pertaining to any Client who has been or is identified as solicited by and introduced and/or referred to the Companies' Main Website(s) via his/hers tracker(s), or any part, copy, or derivative thereto; (h) act in any way that violates any various policies posted on the Companies' Main Website(s), as may be revised from time to time, or included in any other agreement between the Introducer and the Company (including, without limitation in this Agreement; (i) disseminate malware and/or harmful software to promote the Companies; (j) create a new account to enroll in the Company's Introducer Program after the Company has terminated this Agreement with the Introducer as a result of the Introducers' breach of this Agreement; (k) engage in any form of mobile application fraud, including -but not limited to- ad stacking, bot clicks, click flooding, click injection, click hijacking, click redirection, impression spam, device emulation, install hijacking, SDK spoofing, or other similar activities; or (l) engage in any action or practice that reflects poorly on the Company or otherwise disparages or devalues the Companies' reputation or goodwill; m) engage in any form of abuse, manipulation, or unauthorized interference with the services, software, and systems used

by the Company for marketing data processing, attribution tracking, or performance measurement. This includes, but is not limited to, any actions intended to artificially inflate performance metrics, distort analytical reports, bypass tracking limitations, or provide false data to the Company's business intelligence and marketing attribution tools; or (n) attempt to circumvent or subvert any security measures or fraud detection systems implemented by the Company or its third-party service providers.

3.18 Except as expressly otherwise provided for in this Agreement, and then only if and to the extent provided herein, the Introducer is prohibited from sending e-mails to promote the Companies, the Companies' Main Website(s), the Company's Introducing Program and/or the online services offered by the Companies.

3.19 Furthermore, the Introducer expressly acknowledges and agrees that the Companies do not participate in, support or indulge mass unsolicited e-mailing (*i.e.*, spamming, desktop scrapes) to promote the Companies, the Companies' Main Website(s), the Company's Introducer Program and/or the online services offered by the Companies, and the Introducer expressly acknowledges and agrees that is expected to adhere to this as well.

3.20 The Introducer acknowledges and agrees that any attempted participation or violation of any of the foregoing is a material breach of this Agreement and that the Company may pursue, at the Company's sole discretion, any and all applicable legal and equitable remedies against the Introducer, including an immediate suspension of the Introducers Account(s) with the Company and/or the immediate termination of this Agreement, without prior notice being required, and/or the pursuit of all available civil or criminal remedies.

3.21 The Introducer further represents and warrants that his/her website(s) and any materials displayed therein: (a) comply with all applicable laws and regulations, statutes, ordinances, and other applicable regulations; (b) do not breach, and have not breached, any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; and (c) are not pornographic, hate-related or otherwise violent in content.

4. Third Party Hosting Service

4.1 The Company may offer, at its sole discretion, a hosting service, provided by a third party hosting provider, to which the Introducer will point his/her domain name to the respective nameservers (DNS) of the hosting provider with the sole purpose of hosting a referral landing page. It should be noted that, the hosting service shall only be available and/or applicable to Introducers which are duly validated and/or accepted by the Company, as per the Company's internal processes and procedures.

4.2 The Company shall be able to monitor and apply any appropriate changes on the respective landing page and/or the tracking links without prior notification to the Introducer as it deems necessary and in line with the terms of the present Agreement. The landing page and/or tracking links shall contain the Introducer's unique affiliate and/or tracking links for the purposes of evaluating the traffic generated to the Companies' Website(s). It should be noted that the Introducer shall not be able to alter and/or modify the content of the respective landing page and/or the tracking links provided by the Company. Any conversions from modified links will be rejected and not counted.

4.3 The Company will not be held liable and/or responsible if an Introducer uses any tracking links without the Company's prior approval and/or in case they are missing parameters and/or are not set up correctly.

4.4 The provision of this service shall be free of charge for the Introducer and it shall be provided to the latter, whenever the Company deems necessary and/or appropriate.

4.5 None of the Companies shall be held liable for any loss of traffic and/or failure of the introduced clients' registration under a respective Introducer, in case the provided hosting service is facing downtime and/or is unavailable due to technical issues and/or malfunctions.

4.6 It should be noted that the Company reserves the right to terminate this service at its sole discretion in case of violation of the terms of this service and/or of those of the present Agreement and/or upon termination of the business relationship with the Introducer for any other reason.

5. Introducer Relationship and Activities

5.1 In the event that the Introducer deviates from the standard interpretation of this Agreement, it will be considered that he/she has breached the Agreement unless he/she has previously obtained written confirmation from the Company.

5.2 The Introducer hereby undertakes to introduce prospective Clients with regards to the services offered by the Companies as specified in the Client Agreement. For the introduction of Clients, the Introducer will endeavor and will carry out all necessary actions so as for the referred Client to enter into an agreement with any of the Companies based on their onboarding policies and procedures.

5.3 The Introducer shall translate documents, where needed, for the Companies as well as explain to his/her Clients the services offered by the Companies. If applicable, the Introducer shall also act as a translator between the Client and the Companies**.**

5.4 Without prejudice to the obligations of the Introducer under this Agreement and especially the service of acting as a mediator between the Companies and the prospective Client for the conclusion of a financial transaction, including the presentation and analysis of the financial products of the Companies, the Companies are not responsible and have no liability for any advice or recommendation or decision provided by the Introducer to the Client.

5.5 The Companies' liability shall be limited to their share of traffic-related benefits.

5.6 For the Introducer to be eligible for any commissions with regards to the introduced Clients, has to meet all requirements set in this Agreement, including further Appendices, as well as to ensure that he/she has mediated so as for the Client and any of the Companies to enter into an agreement with the prospective Client before the prospective Client opens an account with the Companies without the Companies utilizing the distinct act of mediation of the Introducer OR the prospective Client came directly from the Introducer's website and opened an account with any of the Companies. For the avoidance of doubt, the obligations of Introducer under this Agreement and specifically the obligations in relation to carrying out all actions necessary in order for the Companies to enter into an agreement with the Client are not lifted in cases where the Clients reach the Companies through the website of the Introducer.

5.7 In case the Introducer maintains a website for promoting his/her business then, for the purposes of identifying and targeting suitable opportunities, the following functionalities and information should be included:

(a) A link directing prospective Clients to the Companies' Main Website(s);
(b) The Companies' information and/or logo and/or banners for the prospective Clients; and
(c) Description of the Companies' product(s) in order to provide specific information to prospective Clients wishing to enter into a Client Agreement with any of the Companies, in relation to the financial products provided by the Companies.

5.8 The Introducer is required to obtain the Company's approval prior to uploading any information or functionalities (as per paragraph 5.8) relating to the Companies and its services. In the case where the Introducer intends to change the Companies' information and/or functionalities that were initially provided and approved by the Companies, then the Introducer needs to obtain a new approval by the Companies before he proceeds with such changes.

5.9 In the event of any disparity between the claim(s) made by the Introducer and the Company with regards to the introduced Client, the Company shall have the sole discretion in accepting or rejecting the claim(s) of the Introducer as long as it has previously fully assessed the claims.

5.10 The Introducer represents and warrants that all marketing activities will comply with the laws and regulations of the countries where the Companies operate.

5.11 Any prospective Client, who is introduced by the Introducer and opens an account with the Company, will also be considered the Company's Client and therefore, he/she will be subject to all of the Company's rules, policies and operating procedures that govern his/her activity at the Company's Main Website(s) and needs to follow the same procedure as any other Client who opens an account with the Company.

5.12 The Company may, at its sole discretion, accept or decline any Client introduced by the Introducer and has the right to terminate the business relationship with any Client, at any time. All data relating to the Clients that open an Account with the Company will remain the Company's sole and exclusive property for as long as the applicable laws and regulations provide, and by entering into this Agreement the Introducer acquires no right to such information, except as expressly stated herein.

5.13 Without prejudice to the obligations of the Introducer under Clause 3.5 of the present Agreement, whereby the Introducer undertakes to act as a mediator between the Company and the prospective Client for the conclusion of an agreement and for presenting, to prospective Clients, the financial products of the Company, the Introducer shall not direct or influence any Client with regards to his/her trading or funding facilities unless the Client has given written consent to the Introducer to do so and in the form acceptable by the Company.

5.14 The Client is required to fund his/her account held with the Company directly from his/her personal bank account unless otherwise agreed and the relevant documentation is presented and approved by the Company. The Company has the right to return funds only to the same remitter as the funds were deposited, using the same payment method.

5.15 The Introducer hereby undertakes not to encourage and/or induce any existing active Client(s) of the Company to open additional accounts with the Companies. An "Active Client" shall be considered a client who holds an active real trading account with the Companies and has not been archived as per the relevant Companies Client Agreement - Terms and Conditions of Business and the relevant Policies of the Companies as amended from time to time.

5.16 The Company will not be liable and/or responsible for any marketing and/or promotions that may be initiated by the Introducer for the needs of his/her own business purposes and for the provision of the mediations services under this Agreement and for any costs or charges for such activity. The costs will be met solely by the Introducer.

5.17 Subject to the terms and conditions of this Agreement and in accordance with the terms and conditions hereof, the Introducer may refer potential Clients to the Company's Main Website(s) in order to facilitate explanations with regards to the financial products offered by the Company and agrees that all mediation activities carried out for the purpose of identifying, targeting and referring prospective Clients to the Company must be professional, proper and lawful under applicable rules or laws.

6. Company's Undertakings

6.1 The Company warrants making any payments due to the Introducer in respect of the Introducer's Commissions for its financial services as agreed in this Agreement.

6.2 The Introducer shall be entitled to the Introducer's Commission structure as agreed and stated in Appendix 1, attached, and may not be subject to any changes unless agreed by both Parties.

6.3 The Company is responsible for the calculation and due payment of the Introducer's Commissions.

6.4 The Companies' Trading Terms and Conditions are set out in the Company's website.

6.5 In the event of any dispute, or complaint from a Client, the Company has the right to hold back any commissions due to the Introducer until such issues are resolved.

6.6 In the event that any of the Companies identify any abuse on the trading activity of any Clients introduced by the Introducer, such as open and close trades instantly for the purpose of generating commissions, the Company reserves the right to place time limitation on the Introducer's profile.

6.7 The Company reserves the right, at its sole discretion, to disconnect a Master Introducer from a Sub Affiliate at any time without prior notice, and without liability. Upon disconnection, no additional Commissions will be generated and/or paid. Additionally, the Company reserves the right to claim any already paid Commissions in case of fraudulent traffic.

7. PPC Bidding restrictions and remedies

The provisions of this Clause 7 apply to the Introducer and any activities conducted directly or indirectly, including through any third party, agency, subcontractor, or sub-affiliate acting on its behalf.

7.1 Prohibited PPC Bidding Activities

The Introducer shall not engage in any PPC Bidding, on any platform (including but not limited to, search engines, social media platforms, display networks, or native advertising networks), using:

(a) the Companies' names, brand names or trademarks (whether registered or unregistered), or domain names;
(b) any variations, misspellings, transliterations, or confusingly similar versions of the Companies' brand or domain names; or
(c) any keywords or phrases that include the Companies' names combined with generic or descriptive terms (e.g. "XM login"); or
(d) any keywords, search terms, or targeting methods intended to capture or divert traffic relating to the Company or its services.

7.2 Domain and URL Restrictions

The Introducer shall not register, use or direct traffic from any domains, subdomains or URLS that:

(a) contain, incorporate, or mimic Companies' trademarks or branding;
(b) are misspellings, typo variations, or confusingly similar to the Companies' domains; or
(c) are designed or likely reasonable to mislead users into believing that they are owned, operated or endorsed by the Companies.

7.3 Prohibited Conduct and Traffic Manipulation

The Introducer shall not engage in any activity that:

(a) causes or is likely to cause the Company to compete against itself in advertising auctions and/or campaigns; or
(b) artificially increases or is intended to increase the Company's and/or the Companies' advertising costs, reduce campaign efficiency or divert traffic from the Companies' own marketing channels; or
(c) generates non-genuine, invalid, manipulated, or fraudulent traffic, impressions, clicks, or conversions, advertisements (including hidden advertisements), or any similar practices.

7.4 Monitoring, Audit and Cooperation

The Company shall have the right to monitor, review and audit the Introducer's activities for compliance with this Clause 7.

Upon request, the Introducer shall promptly and without undue delay, and in any event within seven (7) business days of request, provide the Company with access to or copies of:

(a) campaign data, keyword lists and ad creatives;
(b) traffic source information, analytics and logs;
(c) any other supporting information or documentation reasonably required to verify compliance with this Clause 7.

7.5 Consequences of Breach

Failure to comply with this Clause 7 shall constitute a material breach of this Agreement. Without prejudice to any other rights or remedies, the Company may, in its sole discretion and with immediate effect:

(a) suspend or terminate the Introducer's account;
(b) block the Introducer's access to the Introducer Program;
(c) suspend tracking and/or invalidate affected traffic, leads, or accounts;
(d) withhold, cancel or claw back any commissions, fees, or other amounts (whether accrued or already paid);
(e) demand repayment of any fixed fees, minimum guarantees, or other amounts previously paid under this or any related agreement;
(f) set-off any amounts owed to the Introducer against any damages, losses, refunds or repayments due to the Company under this or any other agreement; and
(g) take any further action as reasonably deemed necessary to protect its legitimate interests.

No commissions, fees, or other amounts shall accrue or be payable in respect of any period during which the Introducer is in breach of this Clause 7.

7.6 This Clause 7 shall survive the termination of this Agreement.

8. Reports & Payments

8.1 The Company will track and report the trading activity of Clients who have been approved by the Companies to open an account as a result of the active mediation of the Introducer, for purpose of remuneration calculated based on the Introducer's Commission(s) definition.

8.2 The Introducer's Commission(s) will be added into the respective wallet of the Introducer held with the Company on a daily basis, based on the trading activity conducted during the previous day.

8.3 In the event that the Commission(s) generated for a prolonged period of time are deemed insufficient, such Commission(s) amount due will be considered as void and will be forfeited. In such case, the Company also reserves the right to terminate this Agreement with immediate effect by giving notice to the Introducer in writing.

8.4 In the event of any trading activity by Clients introduced by the Introducer, that is deemed suspicious by the Companies, then the Company may delay payment of Commission(s) for until any of the Companies under which the trading activity was conducted verifies the relevant transactions. In the event that the respective company determines the activity to constitute Fraudulent Activity, the Company is entitled to terminate this Agreement and/or to recalculate or withhold the Introducer's Commission(s) accordingly and in the Company's' sole discretion.

8.5 The Company shall be able to monitor the traffic source(s) used by the Introducer and has the right to request from the Introducer to improve the aforementioned. It should be noted that the Company shall allow seven (7) business days for the Introducer to improve the traffic source(s) used. If the traffic source(s) do not meet the

Company's requirements within the specified timeframe given, then the Company shall be entitled to reject the traffic source(s) used and not pay the Introducer's Commission(s) generated from that traffic source(s).

8.6 All payments will be due and payable in United States Dollars (USD) only. Payment will be credited to the Introducer's wallet, which has been created when signing up to the Introducer Program. At the Company's sole discretion, and as deemed appropriate, the Company may accommodate other methods of payment or currency. Any charges incurred for other methods of payment will be covered by the Introducer and deducted from the Introducer's Commission(s).

8.7 In cases of transfers between accounts with different base currencies, the specified amount will be automatically converted according to current ECB ratios and an additional fee of 0.3% will be applied.

8.8 Deposit of payment, acceptance of payment transfer or acceptance of other payment by the Introducer will be deemed full and final settlement of the Introducer's Commissions due for the month indicated. Hence, if there is disagreement with the reports or amount payable, the Introducer must NOT accept payment for such amount and immediately send a written notice of dispute. Dispute notices must be in writing and be received within thirty (30) calendar days of the end of each month for which payment is made, or the right to dispute such report or payment will be deemed waived and the Introducer shall be deemed to have waived any and all rights in relation to such report or such payment and further to have waived any claims of restitution and/or unjust enrichment.

8.9 In the event that this Agreement is terminated for any reason, other than for cause, the Company shall pay the Introducer any earned balance of Introducer's Commission(s) that is due and payable to the Introducer at the time of termination of this Agreement, within sixty (60) days after the end of the calendar month in which the Agreement is terminated by the Introducer (following the Company's receipt of the Introducer's written notice, including by email, to terminate the Agreement) or by the Company. The Introducer is solely responsible for providing and maintaining accurate address and other contact information as well as payment information associated with his/her Account.

8.10 The payments made under this Agreement are for use by the Introducer only and may not be transferred or in any manner passed on to any third party, unless expressly authorized beforehand in writing by the Company (including by electronic mail).

8.11 From time to time the Company may be holding funds, payments and other amounts due to the Introducer in connection with this Agreement. The Introducer acknowledges and agrees that the Company may, without further notice, forfeit all funds, payments and other amounts related to this Agreement and that are due to the Introducer (if any), but which the Company is unable to pay or deliver to the Introducer because the Introducer account(s) is Inactive (as defined below) and terminate the business relationship with the Introducer by disabling the Account and giving written notice to the Introducer. "Inactive" shall mean that, based on the Company' records:

(a) for a period of one (1) year or more the Introducer has not logged into the Introducer account(s) or has not requested to be paid his/her commissions generated; and/or

(b) the Company has been unable to reach or has not received adequate payment instructions from the Introducer, after contacting at the address shown in the Company' records.

8.12 In the case where the Introducer is inactive for ninety (90) consecutive days (e.g., no new clients have been registered to the Company through the Introducer, etc.), the Company reserves the right not to pay any Commission(s) to the Introducer (i.e., set any Commission payment down to 0).

9. Dormant and Archiving Policy

9.1 In the event that there is no activity (i.e., no commissions generated) in the E-wallet linked with the Introducer account for a set period of at least three (3) consecutive months, the Company will regard the E-wallet to be 'dormant'. An E-wallet shall be deemed as dormant by the last day of the three (3) consecutive months in which there has been no activity (i.e., from the last day where commissions were generated) in the E-wallet.

9.2 Dormant E-wallets will be charged with a monthly dormant fee of USD 10 (ten United States Dollars) or the full amount of the generated commissions if the available commissions are less than USD 10 (ten United States Dollars). There will be no charge if there are no generated commissions available in the E-wallet (i.e., zero balance).

9.3 E-wallets with less than USD 5 (five United States Dollars) balance will be archived after a period of three (3) consecutive months of inactivity (i.e., no commissions generated and no withdrawals performed).

10. Confidentiality and Personal Data Protection

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

10.2 The Introducer acknowledges the importance the Companies place on protecting the privacy of their Clients and hereby expressly acknowledges, agrees and undertakes not to try to access or to access any "Personal Data" acquired from or about prospective, new Clients or from existing Clients, initiated without the express prior and written consent of, or expressed instructions in writing from, the Company.

10.3 The Introducer hereby expressly acknowledges, agrees and undertakes and that it shall comply at all times with all applicable laws and regulations pertaining to "Personal Data" protection, in particular the Personal Data Protection Legislation.

10.4 In particular, in the event that "Personal Data" are collected by the Introducer, he/she shall provide the relevant data subjects with the information required by all applicable laws and regulations pertaining to "Personal Data" protection, in particular the Personal Data Protection Legislation and, when necessary, shall obtain the prior written consent of all "Data Subjects" concerned.

11. Notices and Communication

11.1 Unless otherwise specified, the Introducer has to send any notice, instruction, request or other communication via post or electronic mail.

11.2 Information may be provided by the Company to the Introducer in paper format or by email to the Introducer's email address provided during his registration.

11.3 All notices/information provided by the Company or received from the Introducer should be in the English language.

12. Amendment and Termination

12.1 This Agreement may be amended from time to time. Any changes to the Agreement will not apply to Introducer's Commissions earned in relation to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. The Company shall notify the Introducer of any changes in the Agreement at least five (5) business days prior to the amendments coming into force. Should the Introducer disagree with the changes, he/she may terminate the Agreement in accordance with paragraph 11.2 below.

12.2 Either Party (Company or Introducer) can terminate the Agreement by giving five (5) business days written notice to the other party.

12.3 The Company shall reserve the right to terminate or suspend without notice, this Agreement or any rights of the Introducer that may fall under the provisions of this Agreement and/or its Appendices hereto attached or related, due to any malpractice, breach, failure or other significant event, including liquidation or insolvency, on the part of the Introducer. Such termination will be at the sole discretion of the Company.

12.4 Upon termination of the Agreement, the Introducer is obliged to return to the Company any materials used to promote his business (e.g. newsletters, banners, text, etc.). In the case where the Introducer maintains a website and is using any Company materials, the Introducer is obliged to immediately withdraw such materials upon termination of the said Agreement.

12.5 Upon termination of this Agreement, the Company warrants to pay the Introducer all Introducer's Commissions as set out on this Agreement.

12.6 Furthermore, the Company may terminate this Agreement forthwith for cause, upon written notice to the Introducer, if: (a) it becomes unlawful for the Company and/or the Introducer to perform or comply with any one or more of the Introducer's obligations under this Agreement; or (b) the Introducer ceases, in Company's reasonable opinion, to be fit and proper to introduce/provide the Services to Company, if the Introducer no longer holds the necessary authorization, license or consent to perform the obligations under this Agreement or if he/she is prevented for any reason from carrying out the activities and/or obligations hereunder; and (c) in the event of any change in applicable law or government regulations.

13. Force Majeure

13.1 The Company shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by the Introducer as a result of any total or partial failure, interruption or delay in the performance of this Agreement occasioned by any act of God, fire, war, civil commotion, labor dispute, act of government, state, governmental or supranational body or authority, or any investment exchange and/or clearing house, inability to communicate with market makers for whatever reason, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between the Company and the Introducer or any other third-party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond the Company's reasonable control (a "***Force Majeure Event***").

13.2 The Introducer acknowledges and agrees that the Company may in its reasonable opinion, determine that a Force Majeure Event exists or is about to occur; as the case may be, the Company will inform the Introducer as soon as reasonably practicable if it so determines.

13.3 If the Company determines that a Force Majeure Event exists or is about to occur then it may (without prejudice to any other rights under this Agreement and at its sole discretion) take such action as it deems necessary or appropriate in the circumstances, having regard to the Introducers and his/her customers, and neither Company, nor any of its directors, officers, employees, agents or advisers will be liable for any failure, hindrance or delay in performing its obligations under this Agreement or for taking or omitting to take any action pursuant to this subparagraph.

14. Regulatory Matters

14.1 The Company shall be entitled to take any action as it considers necessary its absolute discretion to ensure compliance with the Financial Services Commission (the "FSC") rules or any other applicable laws and regulations and such actions shall be binding on the Introducer and shall not render the Company or any of its directors, officers, employees or agents liable.

14.2 The Introducer hereby expressly acknowledges and agrees that upon reasonable written notice by Company and at its request, he/she will co-operate with the FSC and any other relevant regulator in relation to the matters covered by this Agreement.

15. Governing Language

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

16. Applicable Laws and Place of Jurisdiction

This Agreement and all transactional relations between the Introducer and the Company are governed by the Laws of Belize and the competent courts for the settlement of any dispute which may arise between them shall be the courts of Belize.

Appendix 1-Commission(s) Structure

1. Introducer's Commissions shall be calculated based on the Introducer's Level and/or Commission Plan, the financial instrument(s) traded and the trading account type of the referred client(s). Further details regarding the calculation of the Introducer's Commissions can be found in the Affiliate Platform, under the "T&Cs" tab.

2. Introducer's Commissions shall be calculated solely based on records maintained by the Company. No other measurements or statistics of any kind shall be accepted by the Company or have any effect under this Agreement.

3. For the purposes of calculating the Introducer's Commissions in respect of the trades executed by Clients who have been or are identified as introduced by and introduced and/or referred to any of the Companies:

(a) Introducer's Commissions on trades where required margin have been supported by granted bonuses will be calculated proportionally to percentage of Clients' funds used in required margin. For example a Client deposits 100 EUR and receives 100% bonus (100EUR), opens 1 standard lot of EUR/USD with leverage 500 :1, required margin is 200 EUR, since 100 EUR of client's funds stands for 50% of required margin affiliate will receive 50% of the rebate (50% x 10 $ = 5$).

(b) trades with duration of three (3) minutes or less will not be included in the calculation of Introducer's Commissions; for the purposes hereof, duration is considered the time between opening and closing of a trade;

(c) trades that are closed by using the functions "close by" and "multiple close by" will not be included in the calculation of Introducer's Commissions;

(d) using a scalping strategy with Expert advisers is allowed, provided it is not considered "churning" ("Churning"); accordingly, no Commissions will be paid in respect of trades employing the practice commonly known as "churning"; Churning is considered, but not limited to, the practice of executing trades through a client account for the sole purpose of generating Commissions

(e) no Introducer's Commissions will be paid in respect of trades carried out in a Client account in respect of which chargebacks and refunds have been effectuated; and

(f) no Introducer's Commissions will be paid in respect of Client trades, which the Company determines, at its sole discretion, to be the subject of "Fraud Traffic"; any and all fraud detection, prevention and remediation costs and all losses and damages incurred in relation to such a Client account may be deducted from the Introducer's Commissions otherwise payable to the Introducer.

(g) trading with the "*No Deposit Trading Bonus*" will not be considered as eligible trading for the purposes of this Agreement and therefore no Introducer's Commission will be paid in respect of Client trades deriving from such trading unless the client has deposited any amount to his/her trading account.

4. No Introducer's Commissions will be earned on traffic generated by unlawful, fraudulent or improper means. In the event that there is violation of this provision, the Introducer will forfeit all Commissions earned and the Company reserves the right to terminate this Agreement with immediate effect without prior notice being required, and the pursuit of all available civil or criminal remedies.

5. No Introducer's Commissions will be earned unless the client has deposited any amount to his/her trading account. Any profit that may derive from client's trading activity with "*No Deposit Trading Bonus*" will not be considered as a deposited amount for the purposes of this Agreement.

6. No Introducer's Commissions will be earned if the Introducer engages in retargeting or remarketing activities for Client's acquisition. In the event that there is violation of this provision, the Introducer will forfeit all Commissions earned and the Company reserves the right to terminate this Agreement with immediate effect without prior notice being required, and the pursuit of all available civil or criminal remedies.

7. The Company will treat each Introducer on an individual basis and the Commission Structure along with related clauses discussed with the Introducer's account manager can be amended based upon factors such as number of monthly new introduced depositing Clients, monthly deposit amounts and/or monthly trading volume.

8. The Company reserves the right to alter, amend or terminate this Commission Structure, or any aspect of it, at its sole discretion, at any time and without prior notice and will notify you of any such changes by posting the modified Commission Structure on the Company's Partners Area and/or via the official means of communication of the Company. The Company recommends that you revisit this Agreement regularly.

9. The Company may, at its sole discretion, delay the payment of any Commissions generated for up to a hundred eighty (180) days, if it believes that the Introducer and/or introduced Client(s) are involved and/or suspected to be involved directly or indirectly, in suspicious and/or illegal activities, including but not limited to fraudulent activity, deceptive, or otherwise improper actions. If the Company considers such activity to be

suspicious and/or illegal, the Introducer's Commissions earned can be reduced and/or forfeited and the Company reserves the right to terminate this Agreement with immediate effect without prior notice being required, and the pursuit of all available civil or criminal remedies.

10. Commissions generated by the Affiliate's own trading account(s) or the trading account(s) which appear to be managed/control by the Affiliate (i.e. self-rebates) shall not be taken into consideration unless the Affiliate has other active Clients during the same period of time with a trading volume equal to or greater than his own trading volume. For the avoidance of any doubt, in such cases, the Company reserves the right, as its reasonable discretion:
(a) not to pay any commissions (i.e., self-rebates) to the Affiliate; and/or
(b) to temporarily suspend the Affiliate's Account; and/or
(c) to terminate the business relationship with the Affiliate.

11. The table(s) with the commission(s) that the Introducer may earn based on the Client's trading activity (i.e., for the trading of 1 standard lot of each CFD instrument) can be found in the respective Introducer's account.