



# AFFILIATE Agreement

## **1. Introduction**

1.1. The Company is a dealer giving exchanging administrations CFDs on Forex and Commodities to both retail and institutional Clients;

1.2. The Affiliate is a self-employed entity who is occupied with the matter of just requesting Clients in regard to monetary administrations exchanges did by the Company and is happy to go about as a middle person and is compensated as an arbiter during the time spent distinguishing proof of reasonable opportunities for the Company to provide the monetary types of assistance authorized to give and explicitly to generate leads, make consumer interest towards the items and services offered by the Company and all in all completing any activities considered significant planning to the fruitful determination of a contractual connection between the Company and introduce Prospective Clients to the Company.

1.3. The Parties wish to set out the terms and states of their relationship where the Affiliate would give mediator services and complete any preliminary errands considered significant towards the Company for soliciting Prospective Clients with the extension to go into an Operating Agreement with the Company. The Affiliate will act as a middle person between the Company and the Prospective Clients for presenting Prospective Clients of its organization and/or clarifying the monetary services the Company is authorized to offer to the entirety of its Clients and will act as an intermediary doing everything necessary and essential for the finish of legally binding connection between the Company and the Prospective Clients the service of acquainting Prospective Clients to the Company.

1.4. The Affiliate, whenever needed under material laws and guidelines, is exclusively mindful to

guarantee that he is enlisted as an Affiliate, or in some other capacity which approves the Affiliate to undertake and give to the Company, the services pondered under this Agreement.

## **2. General Terms and Conditions**

2.1. The Agreement is entered between the Company and the Affiliate in regard to the arrangement of services in their individual capacity. The Agreement is legitimate for an indefinite timeframe , except if ended under the arrangements of statement 11.

2.2. This Agreement and all Appendices comprise the whole Agreement between the Parties and will override and supplant every earlier course of action, in composed structure, between the Parties.

2.3. Each Party recognizes that, in going into this Agreement, they don't depend on any representation, guarantee, or other terms not shaping part of this Agreement.

2.4. The Affiliate won't describe himself as an agent of the Company and won't hold himself out or act, or approve or license any individual to hold it out or act, as an approved or allowed individual to tie the Company to an outsider in any way, except if in any case been concurred between Parties, in written structure.

2.5. It is concurred and perceived by the two parties that the Company has unquestionably the right, after providing for the Affiliate earlier notification, to change the terms of this Agreement. It is noticed that any progressions to this Agreement are subject to the earlier endorsement from the Affiliate.

### **3. Definition of Terms**

a. In this Agreement:

“Account” Shall mean any trading account opened with the Company.

“Affiliate” Shall mean any legal entity or a natural person obtaining remuneration from the Company for acting as mediator between Prospective Clients and the Company and carrying out activities deemed necessary for the conclusion of an agreement between the Company and its Client, as per the provisions of the present

“Ask” Shall mean the higher price in the Quote being the price at which the Client may buy.

“Balance” Shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the trading account.

“Base Currency” Shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

“Bid” Shall mean the lower price in the Quote being the price at which the Client may sell.

“Campaign” Shall mean an Affiliate link which is different than the one received by the Affiliate at the time of Affiliate Account Opening and which shall have the same or different commission structure than the one mentioned in Appendix 1 of this Agreement. A Campaign can only be created by the Affiliate if the Company provides its prior approval.

“Complementary Agreement” Shall mean an additional agreement executed between the Affiliates and /or sub-Affiliates of the Company. This type of agreement is valid only in the event where Prospective Clients who become Clients are offered financial instruments whose price are subject to mark-up and the Company has obtained its consent. It is noted that the Remuneration scheme in place between the Company and its Affiliates or sub-Affiliates under this circumstances will be defined in the Complementary Agreement only.

“Completed Transaction” Shall mean two counter deals of the same size (opening a position and closing a position); buy then sell and vice versa.

“Contract for Differences” Shall mean a contract, which is a contract for differences by reference to fluctuations in the price of the underlying asset (shares, futures, metals, indices etc.), without right for physical exchange of the underlying asset).

“Currency Pair” Shall mean the object of a Transaction based on the change in the value of one currency against the other.

“Effective Date” Shall be the date upon which the Affiliate agrees to the Terms and Conditions of the present Agreement and submits the Online Application Form on the Company(s) Main Website(s).

“Existing Client” shall mean:

a) a Client who already had a trading account with the Company at the moment when the Affiliate mediated and solicited the Client for the first time to the same, or

b) a Client who, further to the mediation and canvassing of the, has been introduced by the Affiliate and has opened a trading account with the Company.

“Force Majeure” Shall have the meaning as set out in clause 16.

“Initial Margin” Shall mean the margin required by the Company to open a position.

“Instrument” The details for each Instrument are in the Contract Specifications.

“Account Detailed Report” Shall mean a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time.

“Archived” Means a trading account with no financial or trading activity for 90 (ninety) days as per Clause 14 of the Agreement.

“Authorized Person” Means a person authorized by the Client under a power of attorney to give instructions to the Company about the Account;

“Best Execution Policy” Means the Company’s prevailing policy available at the Company’s website regarding best execution when executing Client orders

“Business Day” means any day on which banks are open for business in the Saint Vincent;

“Business Introducer” Means a person with whom the Company has entered into a contract with for introducing Clients to the Company.

“CFD Contract or CFD” Means a contract which is a contract of difference by reference to fluctuations in the price of the relevant Underlying Asset.

“Client” Means a natural or legal person, accepted by the Company as its Client to whom the Company will provide services under the Terms.

“Collateral” Means any securities or other assets deposited with the Company’s Execution venue.

“Margin” Means the necessary guarantee funds to open positions and maintain open positions, as determined in the spreads and conditions schedule

“Contract” Means any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instruments or property, including any derivative contracts such as options, futures, CFDs or other transactions related to that, entered into by the Company and the Client.

“Counterparties” Shall mean banks and/ or brokers through whom the Company may cover its transactions with Clients.

“CRS” Means the Common Reporting Standard.

“Cryptocurrency” Is a medium of exchange currencies that uses cryptography to secure the exchange of digital information and control the creation of new units i.e., digital money. Cryptocurrencies provide a viable method of tracking ownership of unique digital value representations, such as money. Cryptocurrency is a form of digital currency created and held electronically. Cryptocurrency is decentralized, so no single institution or country controls it, and it is not subject to transaction fees or external regulation.

“Dormant” Means an Account which has been dormant i.e., no financial or trading activity within 3 (three) months as per Clause 15 of the Agreement

“Dormant Fee” Means the fee of 10 USD (Five US Dollars) for accounts with the balance lower than 500 USD and %10 for accounts above per month that will be charged by the Company to an Account which falls under the meaning of a Dormant Account;

“Durable Medium” Means any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored;

“Equity” Equals (Balance + Floating Profit & Loss + Swap + Commission);

“Event of Default” The meaning given to this term shall have been explained in clause 27.

“Execution Venue” The counterparty for transactions and holder of the Clients securities or other assets deposited;

“FATCA” Means the Foreign Account Tax Compliance Act which requires foreign financial institutions to report on the foreign assets held by their U.S. account holders.

“Floating Profit/ Loss” Shall mean the unrealized profit (loss) of open positions at the current prices of the underlying assets

“Free Margin” Means the funds not used as a guarantee to open positions, calculated as: Free Margin=Equity-Margin

“Margin Level” Means the percentage of equity to margin ratio. It is calculated as: Margin Level = (Equity/Necessary Margin) x 100

“Margin Call” When the Margin posted in the margin account is below the minimum margin requirement, the company’s execution venue issues a margin call, and in this case, the client will have to either increase the margin that he/she has deposited, or to close out his/ her position(s). If the client does not do any of those above, the execution venue shall have the right to close the positions of the Client.

“Market Maker” Means a dealer in securities or other assets who undertakes to buy or sell at specified prices at all time.

“Market Rules” Means the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organization or market involved in the conclusion, execution or settlement of a Contract any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it

“Open Positions” Means any position/transaction that has not been closed. For example, an open long position not covered by the opposite short position and vice versa.

“Orders” Means any trading transactions executed on the Company’s trading platforms by the Client.

“OTC” Shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but “over the counter”.

“Principal” Means the individual person or the legal entity which is a party to a transaction.

“Security” Means any securities or other assets deposited with the execution venue.

“Services” Means the services to be provided by the Company to the Client construed by these Terms. Services is inclusive of any dealing, order routing, advisory or other services which the Company provides from time to time to the client by remote access via the Internet and which are subject to these terms.

“Spread” Means the difference between the Ask Price and the Bid Price

“Spreads and Conditions Schedule” Means the schedule of spreads, charges, margin, interest and other rates which at any time may apply to the services as determined by the company on a current basis. The spreads and conditions Schedule is available on the company’s website and may be supplied to the client on demand.

“Swap” Shall mean the funds withdrawn or added to the client’s account from rolling over (transfer) of an open position to the next day.

“Terms” Mean these terms of business governing all the actions that relate to the execution of your trades.

“Trade Confirmation” Means a notification from the company’s trading platform to the client confirming the client’s entry into a contract.

“Trading Account” Means an account opened by the Client under the Company for the sole purpose of trading. The Client can open up to 5 (five) trading accounts under the Company. The Trading Account is distinct from the Account of the Client held with the Company but this could change anytime without further notice.

“Trading Platform” Means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market related news as well as having a real-time revaluation of the open positions, through the Internet.

“Underlying Asset” Means the underlying asset is the financial instrument (e.g., stock, futures, commodity, currency, index) on which a derivative’s price is based.

“In writing or written” Means inclusive of electronic form

“Pip” The difference between the Close and open Price is 0.0001 points 1.1 pips.

“Quote Currency” Shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency

“Promotional Material” Shall mean any communication that relates to the Company or its services made to or directed at, or that relates in any way to the solicitation of a Prospective Client or a transaction in an Existing Client’s trading account. Promotional Material includes, but is not limited to, published written texts, training materials, advertisements, market analysis, and research reports, correspondence to Existing Clients or Prospective Clients, newsletters and generally anything written that assists in the solicitation process. Such promotional material will be provided by the Company to the Affiliate. Authorization to use such Promotional Material shall not be considered as relieving the Affiliate from any of its obligations to act as a mediator. It is herein Understood that the Affiliate will be remunerated as mediator.

“Proprietary Information ” shall mean information, including, but not limited to, trade secrets, formulae, methods techniques, confidential information, computations, knowledge, data or other information of either Party relating to software products, trading platform, trade routing systems, counterparties, processes, know-how, marketing, merchandising, selling ideas, selling concepts or other confidential information, forecasts, marketing plans, strategies, pricing strategies, computer programs, copyrightable materials, finances or other subject matter pertaining to any of the Parties’ business, or any of its clients, Clients, consultants or suppliers, which either Party may produce, use, view or otherwise acquire during the relationship created by this Agreement.

"Property" Shall mean any property, including, but not limited to, Intellectual Property Rights, records, forms, trade literature, newsletters, market reports, articles, computer software and any reproduced copies or negatives thereof, and any Proprietary Information or such other information reflected or contained therein, provided and furnished by the Company or otherwise obtained by the Affiliate during the relationship created by this Agreement.

"Sub-Affiliate" Shall mean any legal entity or a natural person obtaining remuneration from the Company for acting as mediator between Prospective Clients and the Company for the conclusion of an agreement between the Company and its Client, as per the provisions of the Affiliate Agreement, for the purpose of introducing clients to the Company, and is assigned under to another Affiliate.

respective Client" Shall mean an individual or an entity which is identified by the Affiliate as a business opportunity for the conclusion of a financial contract by the Company, and which does not have an account with the Company and who has been introduced by the Affiliate for the purpose of concluding an agreement with the Company.

"Transaction" Means any Client which has been introduced to the Company by the Affiliate and wished to be unlinked from the Affiliate.

"Website" Shall mean the Company's website at <https://www.KavanaFfx.com> or such other websites as the Company may maintain from time to time for access by Clients.

"Transaction" Shall mean any contract or transaction entered into or executed by the Client or on behalf of the Client arising under the Operative Agreements.

"Spread" Shall mean the difference between Bid and Ask.

"Short Position" Shall mean a sell position that appreciates in value if market prices fall. In respect of Currency Pairs: selling the Base Currency against the Quote Currency.

"Written Shall have the meaning set out in clause 12.  
Notice"

b. All references to a statutory provision include references to:

i. any statutory modification, consolidation or re-enactment of it, whether before or after the Effective Date of this Agreement, for the time being in force;

ii. all statutory instruments or orders made pursuant to it; and

iii. any statutory provision of which that statutory provision is a re-enactment or modification.



c. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

d. Unless otherwise stated, reference to a clause, party, appendix or a schedule shall mean a clause or a party, appendix or schedule of this Agreement.

e. The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.



#### **4. Electronic Signatures and Affiliate Acceptance of Agreement(s)**

4.1. The Affiliate thus recognizes that the accompanying activities show his approval of this Agreement and consents to all the terms and conditions set out in this Agreement:

a. By completing and/or submitting and/or accepting the Affiliates' Online Application Form on the Company's Main Website(s);

b. By proceeding to access or utilize the Company's Main Website(s);

c. By distinguishing appropriate opportunities for the Company requesting customers and interceding for the generation of leads, consumer interest towards the items and services the Company at last alluding Prospective Clients to the Company straightforwardly or through the Company's Main Website(s) in accordance with the requirements as well as terms and conditions of this Agreement; and additionally

d. By accepting any commissions or payments from the Company or any of its Clients for the activity of mediation completed.

4.2. Under the Law on Certain Aspects of the Services of the Information Society and particularly of Electronic Commerce and other Related Matters (L.156 (I)/2004) and the Distance Marketing of Consumer Financial Services Law (L.242

(I)/2004) a distance contract is lawfully authoritative upon the contractual workers without the necessity of a mark. The Affiliate, therefore, recognizes that this Agreement and the entirety of the terms and conditions thereof are lawfully authoritative upon him and breach of any of the terms and conditions of this Agreement will offer ascent to possible legitimate activities, ought to out-of-court settlement doesn't demonstrate of an adequate settlement strategy for any issue emerging out of or regarding any term or condition of this Agreement.

4.3. The Affiliate further recognizes and agrees to the availability and additionally arrangement of information through the Company's site.

#### **5. Representation and Warranties**

5.1. The Affiliate, going about as an arbiter, recognizes that the Affiliate knows about the substance and comprehends the Company's Compliance and Anti Money Laundering Policies, as changed occasionally, and consents to lead the Affiliate's business as per the strategies and methodology contained in that.

5.2. The Affiliate represents and warrants that all activities to be performed by him under this Agreement will conform to the International Business Companies Act of 2007 (thus the "Law") as well as some other appropriate laws and additionally guidelines, presently as a result in the Republic of Saint Vincent and the Grenadines as altered from time to time or potentially some other laws and guidelines which will come into force after the Effective Date of this Agreement. The Affiliate thus recognizes that he is exclusively liable for being refreshed on any issues identified with the Law as well as some other applicable laws and guidelines of the Republic of Saint Vincent and the Grenadines

5.3. The Affiliate, going about as an arbiter, should give valid and complete data to the Company consistently; including however not restricted to his character, contact data, installment directions, nationality, residency, participation in any affiliate programs for different sites, the area and nature of the Affiliate's inter-mediation exercises did for the motivations of actively mediating for acquainting Prospective Clients with the Company and for giving help to the fruitful finish of an Operative Agreement, and whatever other data that the Company may demand structure time to time. Furthermore, the Affiliate should give to the Company the way to be utilized for acquainting Prospective Clients with the Company. These methods incorporate, inter alia, the list of sites worked by Affiliates.

5.4. The Affiliate will carry on his activities and business as a self-employed entity and not as an agent or worker or potentially illustrative of the Company.

5.5. The Affiliate isn't permitted or potentially is limited from giving investment advice to any of the Prospective Clients acquainted by him with the Company.

5.5. The Affiliate isn't permitted or potentially is limited from giving investment advice to any of the Prospective Clients acquainted by him with the Company

5.6. The Company will be liable for the arrangement of data to the Clients concerning any commissions and additional charges or expenses or inducements got by the Affiliate under this Agreement. The Affiliate's commitments under this Agreement will be restricted to the arrangement of middle person monetary administrations for the recognizable proof of appropriate opportunities for the Company to offer the financial types of assistance it is authorized to give including the generation of leads, making of consumer interest and eventually to the acquaintance of Prospective Clients with the Company. For the Prospective Clients, the Affiliate will try and complete all activities considered significant so concerning the Company to enter into a contractual relationship with Prospective Clients, including giving explanations to the Prospective Clients in regard to the financial services offered by the Company and the Company's business and approaches.

5.7. The Affiliate represents and warrants that in regard to the services thought about under this Agreement, he will follow every applicable law, resolutions, guideline, and codes relating to anti-bribery and anti-corruption to defilement, by, in addition to other things:

5.7.1. Maintaining sufficient arrangements and methods to ensure consistency with the applicable relevant necessities;

5.7.2. By consenting to this Arrangement, the Affiliate ensures that he right now conforms to the applicable relevant necessities. The Affiliate will give such supporting proof of consistency as the Company may reasonably ask for;

5.7.3. Ensuring that any official, worker, agent, delegate, or such other individual associated with the Affiliate consents to the applicable relevant requirements.

5.8. Whenever mentioned, the Affiliate will give details and proof of his status and business and of the licensing as well as authorization requirements relevant to the Affiliate's exercises at the Company's request.

5.9. In the instance of the Affiliate keeping a site for advancing his business then without limitation to the commitment of the Affiliate to go about as an arbiter the accompanying functionalities and data ought to be incorporated:

a) A connection ought to be accessible guiding Prospective Clients to the Company's Main Website;

b) The Company's data or logo, as well as standards and additionally brand names, are furnished to Prospective Clients with the earlier written approval of the Company. In such a case the logo ought to demonstrate that it is the property of the Company and show that a site is a device for registration of Prospective Clients with the Company. It is noticed that the Company's data, banners, and any material to be remembered for the Affiliate's site should be given by the Company as described in proviso 5.10.

c) The Affiliate is under the commitment to reveal the capacity wherein it is acting when reaching or prior to managing any Prospective Client. Moreover, the Affiliate is needed to put in a conspicuous area at its workplaces, including any branches it might have possessed, a plainly intelligible declaration, at which its ability as Affiliate of the Company will be introduced, close by with the name of the Company and the Services to be given.

5.10. The Company will provide the Affiliate with all the necessary data or special material as well as any functionalities identifying with the Company, that the Company wants for the Affiliate to transfer on his site. The Company will likewise give the Affiliate any updates corresponding to the data or special material as well as functionalities of the Company. The Company will be qualified to conduct checks on the Affiliate's site to guarantee that the Affiliate doesn't transfer any data and additional special material or functionalities of the Company which was not given by the Company. The Affiliate is precluded from making any changes to the special material and additionally, functionalities gave by the

The organization, without Company's earlier written consent.

5.11. For the avoidance of uncertainty, the commitments of the Affiliate to request Prospective Clients under this Agreement are not lifted in situations where the Clients arrive at the Company through the site of the Affiliate.

5.12. The Affiliate undertakes that he won't utilize the name or potentially brand as well as any Proprietary Property or Proprietary Information or the trading platform of the Company his dealings with any Prospective Client aside from the purpose behind acquainting the Prospective Client with the Company.

5.13. The Affiliate isn't permitted or limited from holding as well as working an trading account any Client and additionally continue any exchanges for any Client and additionally offering some other service to the Client other than the services concurred under the terms and conditions of this Agreement. What's more, the Affiliate isn't permitted as well as is restricted from tolerating and keeping any Prospective Clients' assets to be utilized according to the service offered. The Affiliate's arrangement of services to the Company is restricted uniquely to the acquaintance of Prospective Clients with the Company, except if in any case been concurred between Parties, in written structure.

5.14. The Affiliate concurs that he won't in any way represent to as well as infer to any Prospective Client that the Company gives ensures against potential losses and restricts expected losses of any Prospective Client.

5.15. The Affiliate isn't permitted or is confined from calling for or attempting to gather the necessary Initial Margin or Necessary Margin set up by the Company or some other related issue to the assortment of edge for the Company. The Affiliate won't go about as an agent or representative or worker of the Company. The commitments of the Affiliate according to the Company is restricted to the arrangement of mediator financial services for the distinguishing suitable of appropriate opportunities for the Company to offer the financial services it is authorized to give including the generation of leads, the creation of consumer interest to the items and services offered by the Company expecting to the fruitful introduction of Prospective Clients with the Company. For the Prospective Clients, the Affiliate will try and complete every single essential activity so concerning the Company to go into an agreement with the

Planned Client, including giving explanations to the Prospective Clients in regard to the financial services offered by the Company and the Company's business and strategies.

5.16. The Affiliate will quickly inform the Company regarding any regulatory or potentially lawful investigation or illegal obstruction into its business issues and will unveil to the Company details of any past sanctions forced on the Affiliate during the last five (5) years, before the Effective Date of this Agreement.

5.17. The Affiliate acknowledges and concurs that he is answerable for the payment of every pertinent obligation or changes or taxes arising from the course of his business.

5.18. The Company will be answerable for providing Clients with any divulgences required under applicable law and guidelines, including without limit, those disclosures required by the principles or guidelines of self-regulatory associations or trades of which the Company is a member. On the off chance that the Affiliate is required under applicable laws and guidelines to give certain exposures, the Affiliate will be answerable for giving such divulgences

5.19. The Affiliate ought to routinely check the Company's site for any refreshed Terms and Conditions of exchanging just like some other disclosures or advancements issued by the Company and are accessible at the Company's site.

5.20. The Affiliate is disallowed from communicating with a Potential Client who turns into a Client, except if in any case been agreed between Parties, in written form.

5.21. In the occasion where the Affiliate is a lawful entity, the Affiliate affirms and guarantees that its workers will execute and play out their obligations and duties in accordance with the arrangements of the Agreement just as the law and guidelines for the security of information and some other legislation identified with the arrangements of their services.

5.22. The Affiliate should follow any business -related guidelines or directions given by the Company corresponding to the Company's services.

5.23. The Affiliate guarantees that it will show the best expertise, interest, and significant level of demonstrable skill in order to agreeably satisfy his commitments arising under the Agreement. It is perceived that the Affiliate will undertake every necessary steps so as the Confidentiality commitments emerging under this Agreement, to be stretched out to all workers, agents, or representatives of the Affiliate.

5.24. It is perceived that the Affiliate isn't permitted to offer some other services which are not laid out in this Agreement, including without being restricted to investment advisory, counseling, and advertising services, except if in any case been concurred between Parties, in written form.

## **6. Affiliate Relationship and Activities**

6.1. The Affiliate will give mediator financial services to the reasons for recognizing appropriate opportunities for the Company to offer the financial services it is authorized to give and go about as a mediator completing all tasks fundamental with the mean to introduce with the Company such as Prospective Clients ready to trade with the financial items/services offered by the Company, including the arrangement of mediatory financial services for improving the nature of the services offered by the Company. For the Prospective Clients, the Affiliates will act as a facilitator and it will try and do every necessary activity, incorporating arrangements with the Company and the Prospective Clients, so concerning the Company to enter into a legally binding relationship with the referred Prospective Client.

6.2. The Affiliate should give the Prospective Client his identification number, which will be given to him during the opening of an affiliate account with the Company.

6.3. The Affiliate, going about as a mediator between Prospective Clients and the Company will support, where and if appropriate, with giving help with the completion of account registration structures for opening an account with the Company, collection customer document, help the Prospective Clients with likely vis-à-vis gatherings, following and helping the Company with the execution of its KYC and AML methods that may incorporate the protection of documents and different asses given by the Company or the Introduced Client.

6.4. For the scope to perceiving and detecting Prospective Clients that are appropriate to the financial items and services the Company is authorized to give, the Affiliate will continue with the accompanying intermediary financial services:

- Introduce and make consumer interest towards the financial items and services the Company is authorized to give to its Clients;
- Provide data and clarifications to Prospective Clients as for the Organization and the financial items and services the Company is authorized to give;
- If needed by the Company, to disseminate to Prospective Clients data as for the Company and the financial items and services the Company is authorized to give, through its site or through the organization of introductions or analysis of these financial items and services, educational workshops, campaigns and different events;
- Facilitate and disclose to Prospective Clients the Company's business and arrangements
- Assist with the assortment and process of business and other data which might be needed by the Company for the purposes behind the assessment exercise of the Prospective Clients completed by the Company before the determination of an contractual connection between the Company and the Prospective Clients.

6.5. The Affiliate will educate any Prospective Client through the affiliate's site, that he is viewed as the Company's Client, and is dependent upon the entirety of the Company's rules, strategies, and working methods as some other Client of the Company who has opened a account with the Company and has completed the confirmation cycle.

6.6. Non-financed and credit funded accounts, can't be allocated to the Affiliate.

6.7. Nothing in this Agreement will make an employment connection between the Company and the Affiliate or some other type of relationship, for example, joint venture, association, or some other lawful connection between the Affiliate and the Company. The Affiliate will get compensation of the arrangement of service of introducing Prospective Clients with the Company in accordance with 7 of this Agreement and the terms and conditions about.

6.8. Where a Client has communicated to the Company that he wishes to be unlinked from the Affiliate, the Company will, from the date of such correspondence, stop offering the Affiliate compensation in appreciation of the Unlinked Client. Any current (yet unpaid) compensation in regard of the Unlinked Client will be moved to the Affiliate, and the Affiliate will have no further rights in regard of the Unlinked Client.

6.9. A Prospective Client will not be considered as presented by the Affiliate for the purposes of this Agreement, and no compensation will be given by the Company to the Affiliate corresponding to any Prospective Client, except if he gives the Affiliate's identification

number during the underlying exchanging account application measure, or sends a Written Notice inside 5 (five) business days from the opening of his trading account to the Company earlier any trading activity happening in the Prospective Client's trading account.

6.10. A Prospective Client will not be considered as acquainted by the Affiliate with the Company and no compensation will be given to the Affiliate to the particular Prospective Client, if:

6.10.1. the Prospective Client opens a trading account with the Company more than 5 (five) business days before the Prospective Client is presented by the Affiliate; or

6.10.2. the Prospective Client already has a trading account with the Company more than 5 (five) business days before the Prospective Client is presented by the Affiliate.

6.11. The Company has the privilege to dismiss any Prospective Client who doesn't meet the Company's standards as set out in the Account Opening Agreement. The Affiliate thus acknowledges and agrees that a Prospective Client won't be considered as the Company's Client and accordingly as presented by the Affiliate if the Prospective Client isn't endorsed by the Company in accordance with Company's arrangements or any applicable laws and guidelines. In such a case Prospective Client won't be considered as presented by the Affiliate for the purposes of this Agreement and no compensation will be given from the Company to the Affiliate regarding the particular Prospective Client.

6.12. In the occasion that an introduced Client's filed MT4 trading account is in this manner reestablished, for example dormant/inactive accounts, the Affiliate's Reference ID won't be naturally applied to the reestablished account. Assignment of the account back to the Affiliates Reference ID can be mentioned by means of email.

6.13. The Affiliate will be exclusively liable for any advertising or advancements expenses or charges important for the arrangement of the mediator financial services to the Company.

6.14. Subject to the terms and conditions of this Agreement and in accordance with the terms and conditions about, the Affiliate may effectively mediate and because of the mediation activities allude Prospective Clients to the Company's Main Websites(s) to encourage clarifications concerning the financial items offered by the Company and concurs that all mediation exercises completed to purpose of identifying, focusing on and alluding Prospective Clients to the Company should be proficient, appropriate and legitimate under relevant applicable rules and laws.



## Commission Program

7.1. Commission Program can be found on the Company's site <https://www.KavanaFfx.com>. Commissions are dependent upon forfeiture should the Affiliate or the introduced Client breach any of the commitments under this Agreement or some other arrangement between the Company and the introduced Client, the Complementary Agreement.

7.2. The Affiliate is qualified for the Affiliate's Commission structure as concurred and set out in Appendix 1 of this Agreement which forms a necessary piece of this Agreement, and may not be liable to any changes except if concurred by the two Parties in any case. The Affiliate's commission, which is rate put together commission with respect to the net profit from the charges got by the Company for the introduce Client, is given as a thought to the mediatory financial services gave and to effectively going about as an arbiter for the determination of a contractual connection between the Company and the introduced Client.

7.3. An Affiliate who wishes to make various Campaigns may decide to get diverse commission structure for all or a portion of his Introduced Clients. An Affiliate who wishes to make a Campaign ought to advise the Company by means of email.

7.4. In case the Affiliate decides to make a Campaign that will have an alternate commission structure than the one referenced in Appendix 1 of this Agreement and the Company has assented, a Complementary Agreement should be endorsed by the Affiliate which will be given to him by the Company.

7.5. Each Campaign made by the Affiliate following Company's endorsement, will have its remarkable Affiliate Campaign ID ("ACID").

7.6. A Client is considered to be under a Campaign made by the Affiliate, on the off chance that he opens a trading account with the Company by utilizing the link(s) accessible in the Affiliates' data resources or if he explicitly demands from the Company to manually append his record to a particular Campaign made by the Affiliate.

7.7. The Affiliate will have the option to distinguish the Affiliate commission produced by each Campaign he has made through his region.

7.8. In case a Campaign is terminated by the Affiliate, it will be filed with prompt impact and can't be re-activated. When a Campaign has been filed, the accompanying will apply:

7.8.1. Any commission created by a Client's trading account that used to be under the filed Campaign, will hold fast to the commission structure of Appendix 1 of this Agreement, if extraordinary;

7.8.2. Any new Client's account opened under the documented Campaign, will hold fast to the structure of Appendix 1 of this Agreement, if unique.

7.9. The Affiliate's commission on the trading account appointed under any Competition/Promotions is determined in the significant Competition/Promotions Terms and Conditions.

7.10. The Company has the option to diminish the Affiliate commission structure whenever and will give earlier notification to the Affiliate of such a choice.

7.11. The 10% (Twenty-Five percent) Sub-Affiliate Commission must be paid on currency pairs and gold to Affiliate Client accounts.

7.12. The Affiliate has the alternative to share a level of the compensation he gets from the Company, in view of the Affiliate as well as Complementary Agreement, with any of the Clients the Affiliate has alluded to the Company. The terms and conditions of Rebates are sketched out underneath:

- Rebates apply just to Clients of the Company who have been presented by Affiliates.
- If an Affiliate wishes to share a level of his got compensation with his alluded Clients he should send an email to the Company. To have the option to get this service, he must have in any event 5 active Clients presented by him.
- It is perceived that the Affiliate and the Client don't keep a relationship when the Client has entered into an agreement with the Company. The Affiliate can change the level of Rebate imparted to a Client whenever, without the Client's earlier assent.
- The greatest level of the Affiliates' commission that can be utilized for Discounts is 100%.
- Rebates apply to any exchanging account that the alluded Client has opened with the Company.
- Affiliate Rebate can't be applied to the Affiliate's own trading accounts.
- Rebates is the level of the Affiliate commission which is determined dependent on the volume of trading exchanges performed by the alluded Clients and are applied to the Client's trading account.
- The Affiliate has the alternative to support the trading account of the alluded Client either consequently or manually. The Client's account can be credited with the Rebate sum each day at 12 PM worker time, given that the Rebate produced sum has surpassed 5USD.

7.13. If the Affiliate as well as the Client wishes to get a detailed explanation of the measure of rebates got upon the conclusion of an exchange, he should send an email to the Company.

7.14. The Affiliate thus recognizes and affirms that Rebates are optional and the Company maintains whatever authority is needed to end this proposal whenever with earlier notification to the Affiliate.

## 8. Prohibited Trading

8.1. If the Company suspects or has motivations to accept that an introduced Client is engaged with any type of disallowed trading for example certain trading strategies usually known as "arbitrage trading", "picking/sniping" or the utilization of certain automated trading frameworks or "Expert Advisors"; as well as follow a harsh trading system, for example, any trading action which is pointing towards likely riskless benefit by opening opposite requests, during times of unpredictable market situations, during news declarations, on opening gaps or on potential gaps where the underlying instrument has been suspended or confined on a specific market, between same or distinctive trading accounts, or exchanges went into or executed by an Introduced Client as well as Affiliate for benefit of earning compensation for the Affiliate (alluded to as "agitating"), the Company claims all authority to:

- (i) Delay installment of commission until the Company completely examines and explains the issue;
- (ii) terminate this Agreement with prompt notification to the Affiliate and eliminate any compensation connected to those Clients;
- (iii) terminate the introduced Client's agreement with the Company with prompt notice;
- (iv) close the Affiliate's account with the Company or suspend his account for an uncertain timeframe;
- (v) close the introduced Client's account with the Company or potentially suspend his account an uncertain timeframe;
- (vi) charge a penalty expense to the Affiliate or to the introduced Client as the Company considers fit and proportionate;
- (vii) close the account, take any benefits that emerged from denied trading methods and return the first deposit(s) to the introduced Client. In the event that benefits emerging out of Prohibited Trading were at that point withdrawn, benefits can be seized from the Client's connected accounts to compensate for the distinction.

## 9. Payment

9.1. The Affiliate will get the payment according to the Commission Structure according to Appendix 1 which shapes an integral piece of this Agreement.

9.2. All payments will be expected and payable in United States Dollars, upon the common agreement of the Parties.

9.3. Unless in any case concurred between the Parties writing, payment will be done month to month between 9:00 a.m. furthermore, 17:00 p.m. server time for the earlier month and it will be credited to Affiliate's Wallet account. If the predefined payday falls on an International Bank Holiday, the payout methodology will be finished on the following business day. Payout of Affiliate commission may take up to 2 (two) business days.

9.4. The Affiliate commission payment is prepared to Affiliate's account. Commission paid to this record might be withdrawn by the Affiliate by presenting the withdrawal demand through one of the strategies accessible on the Company's site.

9.5. Affiliate commission payout is finished just once the commission sum surpasses \$50 on the date of payout.

9.6. The Company maintains all authority to void any unpaid or forthcoming Affiliate commission produced from a specific trade, on the off chance that the commission measure of that trade has stayed unpaid as well as forthcoming for a period surpassing 365 days following the conclusion date of that trade.

9.7. All paid exchanges and their corresponding sections that are more established than 3 (a quarter of a year) are consequently documented by the framework and can be given distinctly upon the orders.

9.8. Affiliate commission is just paid once the Affiliate effectively intervened between the Company and the Client and the middle person financial services provided came about to the reference of at any rate 5 (one) Client to the Company.

9.9. In the case that a credit card chargeback is presented by a Client alluded by Affiliate, all Affiliate commissions created by the particular account will be dropped. In the event that the chargeback happens after the commission installment date, commissions will be taken out reflectively.

9.10. Notwithstanding the abovementioned, if the Company suspects or has the motivation to accept that a Client mishandled or behaved inappropriately or recognize any maltreatment on the trading action of the Clients, for example, open and close trades in a split second to create a commission, the Company claims all authority to suspend the payment of expenses because of the Affiliate according to such Client or close the Affiliate's record. This proviso likewise applies in the event that the Affiliate is discovered to be in breach of any term of this Agreement.

This Agreement might be altered occasionally. No alterations, supplement, or revision to this Agreement will be authoritative aside from when made in writing by the Company and told to the Affiliate. Any progressions to the Agreement won't make a difference to any exchange performed before the date on which the progressions become powerful except if explicitly concurred something else. The Affiliate will receive a notification ahead of time of the proposed changes. The Affiliate will affirm his acceptance of the proposed changes to proceed with his business relationship with the Company. Should the Affiliate contradict the progressions he may end the Agreement under

10.2. Either Party can end the Agreement by giving 5 (five) business days Written Notice to the next Party.

10.3. The Company maintains the right to terminate without notice, this Agreement, or any privileges of the Affiliate that may fall under the arrangements of this Agreement, because of any misbehavior, breach, failure, or another critical occasion, including liquidation, with respect to Affiliate. Such an end will be at the sole carefulness of the Company.

10.4. The Company has the option to end this Agreement with quick impact and upon earlier notification to the Affiliate if the terms of this Agreement have been announced invalid or void by the virtue of the authoritative requirements or any proposals gave by any regulatory position. The Company undertakes to settle any of its commitments to the Affiliate until the date which the terms of the Agreement have been pronounced invalid or void.

10.5. The Company has the option to end this Agreement in the event that the Affiliate alludes under 5 (three) Clients inside a 30 (thirty) days time span structure the Effective Date of this Agreement.

10.6. The Company has the option to end this Agreement is case an Affiliate has no dynamic customers for 30 (thirty) successive days. An Affiliate's own trading account and his relatives trading accounts can't be thought of and characterized inside the significance of dynamic account.

10.7. The Company has option to end this Agreement on the off chance that the Affiliate's unpaid commission has not surpassed 50 USD inside the previous a half year from the last payout date or from the actuation of record. In such case, the Company has the option to void the unpaid commission except if concurred something else.

10.8. If the Company suspects or has motivations to accept that an Affiliate as well as a introduced Client is engaged with any type of deceitful exercises or the Affiliate or the Client has included the Company straightforwardly or by implication in any type of fraud, the Company maintains right to:

- (i) Fully research utilizing best judgment to decide the existence of extortion;
- (ii) Terminate this Agreement with prompt notification to the Affiliate;
- (iii) Terminate any arrangement thereof concluded with any introduced Client;
- (iv) Take any legitimate activity against the Affiliate or the Client or guarantee any damages considered fit by the Courts of the Republic of Cyprus.

10.9. Upon the end of the Agreement, the Affiliate is committed to returning to the Company any Company's material used to give the mediator financial services to the Company and for the motivations of growing his business (for example bulletins, banners, text, and so forth) For the situation where the Affiliate keeps a site and is utilizing any Company materials, he is committed to promptly withdraw such materials upon the termination of the Agreement. Moreover, any admittance to the Company's data set of special material is eliminated.

10.10. Upon end of this Agreement the Company warrants to pay the Affiliate any expenses because of the last as set out in this Agreement given that any such sum has been produced because of the appropriate satisfaction of the particulars of this Agreement.

10.10. Furthermore, the Company may end this Agreement forthwith for cause, upon written notification to the Affiliate if:

a. It gets unlawful for the Company or the Affiliate to perform or conform to any at least one of the Affiliate's commitments under this Agreement; or

b. The Affiliate stops, in the Company's reasonable opinion, to be fit and appropriate to give mediator financial services planning to the determination of a contractual connection between Prospective Clients to the Company, if the Affiliate no longer holds the important authorization permit or agree to play out the commitment under this Agreement or in the event that he is forestalled in any capacity whatsoever for completing the exercises or commitments hereunder;

a. It gets unlawful for the Company or the Affiliate to perform or conform to any at least one of the Affiliate's commitments under this Agreement; or

b. The Affiliate stops, in the Company's reasonable opinion, to be fit and appropriate to give mediator financial services planning to the determination of a contractual connection between Prospective Clients to the Company, if the Affiliate no longer holds the important authorization permit or agree to play out the commitment under this Agreement or in the event that he is forestalled in any capacity whatsoever for completing the exercises or commitments hereunder;

c. The Affiliate has been denounced for any administrative or legitimate examination or unlawful obstruction into its business issues, or any previous sanctions forced on the Affiliate; and

d. In the occasion of any adjustment in the applicable law or governmental guidelines.

10.12. Each Party will settle its own tax and obligations.

10.13. Records, Reports:

10.13.1. It is the Affiliate's sole duty to connect the Affiliate ID with Clients utilizing the Trading Services by utilizing Tags given by the Company or in any case illuminating the Company in writing regarding its TradersID.

10.13.2. It is in Company's sole duty and commitment to follow the movement of the Clients and all traffic-related with the Affiliate's ID for the span required for the Company to satisfy its commitments under this Agreement in full.

10.13.3. Daily Report. All through the Term, the Company will give the Affiliate an online report which incorporates data with respect to the measure of commission paid.

10.14. Power, Authorization and Validity: Each Party addresses that it has the right, power, lawful limit and position to enter into and play out its commitments under this Agreement, and all arrangements to which the Party is or will be a party that is needed to be executed compliant with this Agreement. The execution, delivery and execution of this Agreement have been properly and legitimately endorsed and approved by the Party's approved organ (for example governing body).

10.15. Litigation: Each gathering affirms that there is no case, activity, suit or proceeding pending or, to the Party's information, undermined, against the Party at law, in value, via arbitration or before any legislative division, commission, board or office that may have a material antagonistic impact on the other Party, nor is the Party mindful of any reasonable premise thereof.

## **11. Written Notice**

11.1. Any Written Notice under this Agreement might be made or given by any of the accompanying methods:

11.1.1. email;

11.1.2. facsimile transmission;

11.1.3. post; or

11.1.4. published on Company's Websites.

11.1.5. published by online media.

11.2. All contact details given by the Affiliate, for example address, email address or fax number as last told will be utilized as relevant.

11.3. Any such Written Notice will be considered to have been served:

11.3.1. if sent by email, inside one hour subsequent to messaging it, except if a "not sent" or "not received" notice is gotten from email worker;

11.3.2. if sent by fax, toward the finish of transmission during business hours at its destination or, if not inside business hours, at the launch of the following time of business hours, yet subject to:

11.3.3. proof by the sender that the sender holds a printed transmission report affirming dispatch of the communicated notice; and

11.3.4. the sender not receiving any calls from the beneficiary inside 1 (one) hour from the above time, that the fax has not been gotten in a neat structure.

11.3.5. if sent by post, seven schedule days subsequent to posting it;

11.3.6. if posted on the Company News Webpage, inside one hour after it has been posted.

## **12. Personal information and recording of calls**

12.1. The Company may utilize, store or in any case process individual data given by the Affiliate.

12.2. By entering into this Agreement, the Affiliate will be consenting to the conveyance of the Affiliate's own information (and additionally have acquired assent from people dealing with the Affiliate's sake).

12.3. The Affiliate concurs that the Company may pass data about the Affiliate which the Affiliate has given to the Company to help the Company process as well as investigate it as a piece of satisfying Company's commitments under this Agreement. On the off chance that the Affiliate won't the Affiliate's own information to be utilized for such purposes, the Affiliate will give the Company Written Notice.

12.4. Such individual information may likewise be utilized for marketing purposes, or to lead market surveying for the Company that may utilize the individual information to bring to the consideration of the Affiliate items and services that might be some significance with the Affiliate. In the event that the Affiliate won't the Affiliate's own information to be held for such purposes, the Affiliate will give the Company Written Notice.

12.5. Telephone discussions between the Affiliate and Company might be recorded. All guidelines got by phone will be official as though gotten in writing. Any recordings will be and stay the sole property of the Company and will be acknowledged by the Affiliate as indisputable proof of the guidelines or discussions so recorded. The Affiliate concurs that the Company may convey duplicates of records of such recordings to any court, administrative or government authority



## 13. Confidentiality

13.1. The data which the Parties hold about Prospective Clients or Existing Clients is classified and won't be utilized for any reason other than as portrayed in this Agreement. Data of a confidential sort will be treated as such given that such data isn't as of now in the public area. Data of a confidential sort might be revealed to any individual other than a related element of Company, in the accompanying conditions:

13.1.1. where legally necessary or whenever mentioned by any regulatory authority or trade having control or jurisdiction over the Company or the Affiliate (or any particular partner);

13.1.2. to explore or forestall fraud or other criminal behavior;

13.1.3. if it is in the public interest to reveal such data;

13.1.4. at the client's request or with the client's assent; or

13.1.5. as gave in the Operative Agreements of the Company.

13.2. Except as in any case gave in this Agreement, or as the Company may some way or another agree in writing, the Affiliate will keep confidential and not reveal, or utilize, aside from the benefit of the Company, whenever, either during or ensuing to the end of this Agreement, any Proprietary Information. The Company recognizes and concurs that any Proprietary Information is given to the Affiliate in certainty, exclusively to allow the Affiliate to satisfy its obligations to the Company under this Agreement, and that such data infers actual or likely financial value by uprightness of its confidentiality and nondisclosure to public or different people who could acquire economic value from their revelation or use. The Affiliate will not, under any conditions, convey, replicate or permit any Proprietary Information, or any documentation relating thereto, to be conveyed to, or utilized by, any individual or substance at all without earlier written assent of a properly approved representative of the Company.

## **14. Proprietary Property**

14.1. Subject to terms and conditions of this Agreement, the Company, therefore, awards to the Affiliate, for the duration of this Agreement, a non-select and revocable permit to utilize Proprietary Property.

14.2. Proprietary Property, paying little heed to the creator, will stay the sole property of the Company and will be represented and returned by the Affiliate to the Company on demand. It is explicitly perceived that the Affiliate's permit to the utilization or ownership of Proprietary Property is to satisfy its commitments to the Company under this Agreement and that the Affiliate has no other right or exclusive interest in the Proprietary Property other than the permit gave in this condition.

14.3. In the occasion of the end of this Agreement in any reason, the Affiliate will quickly surrender, and convey to the Company, Proprietary Property, including yet not restricted to, all materials, requirements, reports and information relating to his relationship with, or to any Proprietary Information of, the Company, including all duplicates thereof.

14.4. The Affiliate consents to reimburse the Company and keep it repaid consistently against all or any expenses, claims, harms or costs incurred, or for which they may get obligated, regarding any Proprietary Property encroachment claim or other case identifying with the arrangement of services provided by the Affiliate to the Company over the course of this Agreement.

## **15. Force Majeure**

15.1. Neither Party will be subject to any breach of its commitments coming about of causes beyond its sensible control for example force majeure occasions. A force majeure occasion incorporates yet isn't restricted to the accompanying:

15.1.1. Government activities, the flare-up of war or threats, the danger of war, demonstrations of terrorism, public crisis, revolt, civil disturbance, damage, order, or some other worldwide cataclysm, financial or political emergency.

15.1.2. Act of God, quake, tidal wave, tropical storm, hurricane, accident, storm, flood, fire, epidemic, or another natural event.

15.1.3. Labour questions and lock-out.

15.1.4. Suspension of exchanging on a Market, or the fixing of least or greatest costs for exchanging on a Market, an administrative restriction on the exercises of any party (except if one Party has caused that ban), choices of state specialists, ruling collections of automatic associations, choices of administering groups of coordinated trading platforms.

15.1.5. A financial services ban having been proclaimed by proper regulatory specialists or some other demonstrations or guidelines of any regulatory, legislative, supervisory, administrative, or supranational body or authority.

15.1.6. Breakdown, failure, or breakdown of any electronic, organization, and communication lines (not because of the dishonesty or willful default of any Party).

15.1.7. Any occasion, act, or conditions not sensibly inside the Parties' control and the impact of that event(s) is such that the Party isn't in a situation to make any sensible move to fix the default.

15.1.8. The inconvenience of limits or exceptional or bizarre terms on the exchanging of any such market or on any such occasion.

15.2. If the Company decides as to its reasonable idea that a Force Majeure Event exists (without bias to some other rights under this Agreement) the Company may without earlier Written Notice and whenever take or discard to make all such moves as the Company considers to be sensibly proper in these conditions.

15.3. Neither Party will have any risk to the next in regard to the end of this Agreement because of force majeure.

## **16.Exclusion of Liability**

16.1. The Company shall not be liable for:

(i) any loss, expense, cost or liability of any kind or nature suffered or incurred by the Affiliate unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Company's gross negligence and/or fraud on behalf of the Company and/or the intended failure of the Company's obligations under this Agreement; and/or

(ii) any loss, expense, cost, or liability of any kind or nature suffered or incurred by the introduced Client where such loss, expense, cost, or liability of any kind or nature is suffered or incurred as a result of the Affiliate's gross negligence and/or fraud on behalf of the Affiliate and/or the intended failure of the Affiliate's

obligations under this Agreement;

(iii) for any obligation of the Company arising under any term, express or implied, under statute or common law.

## **17. Indemnity**

17.1. The Affiliate consents to hold and stay with the company repaid against all activities, suits, guarantee, request, settlement, recuperation, expenses and costs which the Company may cause and which may have emerged straightforwardly or in an indirectly way from the Affiliate's demonstration, oversight, misrepresentation or carelessness, inability to help out the Company's request or out of the breach of this Agreement.

## **18. Governing Language**

18.1. This Agreement just as any extra arrangement hereto (both present and future) are made in English language. Some other language interpretation is given as an convenience as it were. In the event of any irregularity or disparity between unique English writings and their interpretation into some other language, by and large, unique forms of English will prevail.

## **19. Governing Law and Jurisdiction**

19.1. This Agreement will be represented by and interpreted as per the laws of the Saint Vincent and the Grenadines regardless of conflict of laws. Exclusive jurisdiction in any activity or continuing emerging out of or identifying with this Agreement and Appendices will be put in the significant courts dwelling in the Saint Vincent and the Grenadines ("Jurisdiction Courts"). Every one of the Parties therefore irreversibly and unequivocally defer, to the fullest reaches they may legitimately and successfully do as such, any protest which they may now or in the future have to the laying of venue of any such activity or continuing in any such Jurisdiction Courts, and forgo, to the fullest reaches allowed by law, the defence of a badly arranged discussion to the upkeep of such activity or continuing in any such Jurisdiction Courts.

## **20. Dispute Resolution**

20.1. In case there is any question emerging out of or regarding satisfying the Agreement, the Parties will put forth a valiant effort to settle such circumstances by methods for dealings.

20.2. In any case, before an activity can be organized in the court, the Parties will attempt to notice guarantee. The case will be conveyed by the harmed Party inside 5 (five) days from the time this Party knew or ought to have known about the way that its privileges were abused.

20.3. Claims in regard of lost benefit will not be thought of.

20.4. All claims will be sent by email.

20.5. The Affiliate's claim will be considered inside 10 (ten) business days.

20.6. The Company claims all authority to refresh the above terms at some random time, without earlier notification.

## 21. Assignment

The Affiliate won't relegate any rights or commitments ensured under this Agreement to a third party without the earlier assent of the Company.

## 22. Appendix

### Addendum 1 – Standard Affiliates and Sub-Affiliates Commission Structure

1. A Client is considered to have been presented by an Affiliate or Sub-Affiliate if the Affiliate or Sub-Affiliate interceded and gave intermediary services planning to the determination of an authoritative connection between the Company and the Client and the Client he opens an trading account with the Company utilizing the link(s) accessible in the Affiliates' or Sub-Affiliate's data resources or by means of Client's territory by adding Affiliates ID at the time of Account Opening.

2. Affiliates and his relatives and Affiliates' associated substances can't be connected as parent and sub Affiliates.

a. An Affiliate or Sub-Affiliate who wishes to put his own account as a reference, will be needed to bring in any event 5 (five) dynamic Clients to the Company to have the option to do as such;

b. An Affiliate's or Sub-Affiliate's own trading account or his relatives' trading accounts can't be thought of and characterized inside the importance of dynamic account with the goal of this Agreement; relatives An Affiliate's trading account or that of his relatives members can just produce a 30% affiliate commission of pip an incentive on currency pairs, gold and silver as it were.

3. In case the distinction between the open and close price of an exchange doesn't surpass 20 (twenty) points on FX currencies, Gold ("XAU") and Silver ("XAG"), the Affiliate or Sub-Affiliate commission will be dependent upon a half (50%) decrease.

4. Trades open for under 5 (five) minutes won't be pay commission.

5. In the situation where the aggregate sum of the Affiliate's commission from an trading account surpasses (60%) of complete stores for the particular account the Company maintains all authority to address the aggregate sum of commissions to agree with (60%) of net stores.

6. The Affiliate's or Sub-Affiliate's Commission differs as it depends on the pip esteem for example diverse estimation of commission applies to situate which have been opened at various pip values.

7. The Company won't pay Affiliate or Sub-Affiliate's commission on arrangements from which the margin emerges from the bonus assets.
8. On Zero Spread Accounts, as appeared in the Company's site under segment Accounts Types, commission won't be paid.
10. In the occasion that commissions are overpaid or are paid in mistake because of a system failing or human mediation, the Company maintains whatever authority is needed to deduct the sum being referred to from the Affiliate's account with quick impact and without earlier notification. If the equilibrium of the Affiliate's account is deficient to cover the sum that has been overpaid/paid in mistake, the Company will set the sum owed against future installments from the Client's account until such time that the sum has been settled completely.
11. When expanded Affiliate or Sub-Affiliate commission is applied, it is applied for Forex Instruments just except if expressed in otherwise.
12. No Affiliate or Sub-Affiliate commission is created on trades that are near to Hedge as the volume of the exchange gets 0.
13. No Affiliate or Sub-Affiliate commission will be produced except if coming up next are satisfied:
- a. Affiliate account opening is properly finished and Affiliate is being endorsed;
  - b. Affiliate agree terms of this Agreement;
  - c. Terms of this Agreement are bluntly covered;
  - d. Complementary Agreement, assuming any, is being concurred and given to Company appropriately marked.
14. In case the Company has any sensible convictions that the Affiliate isn't following the Company's the terms of this Agreement, the Company may postpone the installment.
15. The Company connects the Affiliates or Sub-Affiliate Commission sum acquired by the Affiliates with the negative financial performance of the Company subject to financial penalties or claw back courses of action. The Company may deduct up to 100% of the complete Affiliates Commission if an Affiliate:
- a. participated in or was liable for lead which brought about huge losses to the Company; or
  - b. failed to fulfill suitable guidelines of fitness and legitimacy.
  - c. Company got number of complaints from customers introduced by the Affiliate.

16. For every "Standard Lot" round turn exchange that is executed by a Client who has been or is distinguished as introduced or alluded by the Affiliate or Sub-Affiliate to the Company, the Affiliate will get the commission according to the table accessible through the Affiliate's area.

