



Orcara Gold Co., Ltd

Website: www.orcaragold.com, email: support@orcaragold.com

Partnership Agreement

[1.General Provisions](#)

[2. Definitions](#)

[3. Partners' Rights and Obligations](#)

[4. Company's Rights and Obligations](#)

[5. Payment of Partner Commission](#)

[6. The Use of Promotional Material](#)

[7. Promotion Restrictions](#)

[8. Protection of Personal Data](#)

[9. Confidentiality](#)

[10. Restrictions, Amendments and Termination](#)

[11.Indemnity](#)

[12. Client Complaints](#)

[13. Notices](#)

[14. Entire Agreement](#)

[15. Partner's Representations and Warranties](#)

[16. Severability](#)

[17. Assignment](#)

[18. No Waiver](#)

[19. Miscellaneous](#)

[20. Connected Partner](#)

[21. Partner types](#)

[22. Language](#)

1. General Provisions

1.1 This Partnership Agreement (hereinafter the “**Agreement**”) shall define the conditions and procedures for cooperation between Partners and/or Introducing Brokers (hereinafter the “**Partner(s)**”) and INTELLIGENT QUANTUM LTD (hereinafter the “**Company**”).

2. Definitions

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

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

Agreement: the present Partnership Agreement.

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

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

Company: INTELLIGENT QUANTUM LTD

Confidential Information: has the meaning given in clause 9.1.

Connected Partner: a physical person or entity who is connected with and/or appointed by a Partner for introducing Prospective Clients to the Company and/or to its Affiliated Entities by using the Partner Link of the principal Partner and with whom the Company and/or its Affiliated Entities concluded a Partnership Agreement.

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



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

Group Company: in relation to a company, any member of its Group.

Law(s): means any statute, treaty, ordinance, rule, regulation, directive, decision, circular permit, order, writ, injunction, judicial decision, decree, code or other legally binding requirement of any regulatory and/or governmental authority that may be in effect and applicable to the Company and/or its Affiliated Entities from time to time.

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

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

Partner: a physical person or entity approved by the Company to introduce Prospective Clients to the Company and/or to its Affiliated Entities under the terms and conditions of this Agreement.

Partner Account(s): the unique account assigned by the Company to any Partner for the purpose of receiving the Partner Commission.

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

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

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

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

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

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

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

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

Site(s): without limitation shall mean the websites www.orcaragold.com that will be used by the Company to communicate to the Partner from time to time or any such other website or sub-domain as the Company may maintain from time to time and communicated to the Partner.

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

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

3. Partners' Rights and Obligations

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

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

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

3.4 The Partner undertakes the following:

- A. To act in good faith and not make any false and/or misleading representations or statements in relation to the Company and/or its Affiliated Entities or the services provided by the Company and/or its Affiliated Entities that the Partner knows or ought reasonably to know are likely to prejudice or to bring into disrepute in any manner the Company's and/or its Affiliated Entities business or reputation or that of any of the Company's and/or Affiliated Entities' associates;
- B. To cooperate with the Company to review complaints by Clients introduced by the Partner;

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

3.5 The Partner shall not:

- A. Contact or interact in any way with Prospective Clients and/or Introduced Clients unless the prior specific consent of the Company is given;
- B. Accept money from Prospective Clients and/or Introduced Clients on behalf of or for the benefit of the Company and/or of its Affiliated Entities or trade on behalf of Introduced Clients;
- C. Make changes to any documents including the Company's and/or its Affiliated Entities legal documents and/or any Promotional Material;

- D. Make any representation or warranty concerning the Company and/or its Affiliated Entities except as authorised by the Company;
- E. In his/her capacity as Partner, incur any liability on behalf of the Company and/or to its Affiliated Entities or in any way pledge or offer credit on behalf of the Company and/or on behalf of its Affiliated Entities or accept or enter into any contract binding upon the Company and/or of its Affiliated Entities.

3.6 The Partner agrees that in the event of a request by an Introduced Client to be unlinked from a specific Partner the Company and/or its Affiliated Entities shall comply with such request and cease paying any Commission to the Partner in relation to the Introduced Client.

4. Company's Rights and Obligations

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

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

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

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

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

4.6 The Company undertakes to:

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

5. Payment of Partner Commission

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

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

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

- Currency pairs under the Standard Cent account with the suffix -c (group of instruments: CFDs_pairs)

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

- Currency pairs under the Standard account with the suffix -m (groups of instruments: CFDs_group, Crypto_group, Energies_group, Indices_group, Stocks_group)

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

- Currency pairs under the Pro account (group of instruments: CFDs, Crypto, Energies, Indices, Stocks)

Partner Commission = 17% x Spread in pips x Pip value in USD

- Currency pairs under Raw Spread and Zero account types (group of instruments CFDs, Energies, Crypto, Indices, Stocks)

Partner Commission = number of lots x fixed commission size USD

- Currency pairs under Standard Plus account (group of instruments CFDs, Energies, Crypto, Indices, Stocks)

Partner Commission = number of lots x fixed commission size USD

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

Credit coefficient = (Equity – the Introduced Client's current credit/bonus) / Equity

Reward Amount = Partner Commission x Credit coefficient

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

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

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

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

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

5.9 When the restrictions are removed from an Introduced Client's Account, the Partner Commission payments to the Partner shall resume .

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

5.11 The Partner Commission shall be paid to the Partner Account. Any other manner to pay the Partner Commission must be approved by the Company.

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

5.13 The Company and/or its Affiliated Entities have developed a system to calculate and credit back to the Clients part of the Partner Commission received by the Partners ("Autorebates System"). The Autorebates System has tools to calculate and credit part of the Partner Commission back to the corresponding Client's account based on the Partner's instructions and parameters. The Company is responsible for the correct operation of the Autorebates System. Any payments to Clients processed through the Autorebates System are irrevocable and the Company bears no responsibility for any actions processed by the Partners via the Autorebates System. Only a limited number of Partners will have access to the Autorebates System.

6. The Use of Promotional Material

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

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

7. Promotion Restrictions

7.1 The Company and/or its Affiliated Entities, own worldwide registered and protected trademarks including without limitation "ORCARAGOLD" and the "ORCARAGOLD logo". The Partner acknowledges that he/she is not allowed to register any kind of business that includes the trademarks of the Company and/or its Affiliated Entities.

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

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

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

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

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

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

7.7 The Partner undertakes the following:

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

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

- A. Register or use domains, subdomains, keywords, search terms or other identifiers containing the Company's and/or its Affiliated Entities trademark(s) (a part of the Company's name), the Company's trade names, the Company's name or any words or depictions confusingly similar to any of the aforementioned in any language without the Company's prior written consent;
- B. Bid on or purchase internet placement rights for a similar domain name or any part or similarities thereof in any manner in any of its advertising and/or promotions, including but not limited to, internet and web advertising;
- C. Include a similar domain name or any part thereof, or similar variations, translations or misspellings, in the meta tags of any web site code. This includes the meta title, meta keywords or meta description;
- D. Purchase, obtain or use, directly or indirectly, any keywords from third party platforms so as to redirect traffic to the similar domain name;
- E. Purchase a similar domain name or any part thereof, or any variations, translations or misspellings thereof, for use in text links, banner ads, pop-up ads or any other type of ad that could be associated with a keyword campaign;
- F. Use false advertising or in general false and/or fraudulent methods for attracting new Clients online, launching the search engine and leading the search engine users astray, including, but not limited to the use of the Company's website URL with a Partner Link in the contextual advertising systems, knowingly falsely redirecting users to a different website on the Internet;
- G. Send traffic through automatic redirects on a website page;
- H. Use ad fraud, including but not limited to impression/click/conversion/data fraud, and fraudulent traffic sources, including but not limited to botnets/toolbars/click farms/other methods of automated/fraudulent traffic such as automated bots and stuffed cookies;
- I. The use of questionable traffic sources including but not limited to parked domains, error pages, juvenile, death & tragedy, sexually suggestive and violent content are not permitted;
- J. Publish advertisement-like information on websites which contain or link to websites that violate the Law, industry standards, ethics, and morality;
- K. Publish advertisements with incorrect information about the services offered or with omissions to the non-disclosure requirements of the risks to the Prospective Client.
- L. Use malicious software with pop-up advertisements or advertisement-like mailings to email addresses without consent to receive said mailings;
- M. Purchase keywords with reference to orcaragold and/or other misspellings of the name on pay-per-click search engines to drive traffic to Partner's own website;
- N. Purchase trademarks which include the word "Orcaragold" in any language;
- O. Bid or appear on misspellings or variations of "Orcaragold" brand searches.

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

8. Protection of Personal Data

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

8.2 The Partner undertakes full responsibility to pay any fines and/or compensate the Company and/or its Affiliated Entities for any losses arising as a result of its violation of the provisions of Law regulating the protection of personal data indemnify and hold harmless the Company and/or its Affiliated Entities including their directors, officers, employees, shareholders and owners against any and all claims, demands, liabilities, losses, damages, judgments, settlements, costs, fines and expenses insofar as such claims, demands, liabilities, losses, damages, judgments, settlements, costs, fines and expenses arise out of the breach of the present Agreement and/or are based on any claim against the Company derived by the Partner's activities, negligence, willful default or fraud or breach of any of its obligations under this Agreement.

9. Confidentiality

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

- (a) the fact that discussions and negotiations are taking place concerning the service and the status of those discussions and negotiations;
- (b) the existence and terms of this agreement;
- (c) all confidential or proprietary information relating to:
 - (i) the business, affairs, customers, employees, clients, suppliers plans, intentions, or market opportunities of the Discloser or of any of the Discloser's Group Companies; and
 - (ii) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser, or of any of the Discloser's Group Companies;
- (d) any information, findings, data or analysis derived from Confidential Information;

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

but excludes any information referred to in clause 9.2.

9.2 Information is not Confidential Information if:

- (a) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives or by any of the Recipient's Group Companies or their Representatives in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);
- (b) it was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;
- (c) it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;
- (d) it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser;
- (e) it is developed by or for the Recipient independently of the information disclosed by the Discloser; or
- (f) the parties agree in writing that the information is not confidential.

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

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

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

9.4 Disclosure to Representatives

- (a) The Recipient may disclose the Confidential Information to its Representatives, any of its Group Companies, or their Representatives on the basis that it:
 - (i) informs those Representatives, Group Companies, or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and
 - (ii) procures that those Representatives, Group Companies, or their Representatives comply with the confidentiality obligations in clause 9.3 as if they were the Recipient.
- (b) The Recipient shall be liable for the actions or omissions of the Representatives, any of its Group Companies or their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

9.5 Mandatory Disclosure

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

- (a) an order of any court of competent jurisdiction or any regulatory , judicial, governmental or similar body or any taxation authority of competent jurisdiction;
 - (b) the rules of any listing authority or stock exchange on which its shares or those of any of its Group Companies are listed or traded; or
 - (c) the Laws or regulations of any country to which its affairs or those of any of its Group Companies are subject.
- (i) Before a party discloses any Confidential Information pursuant to clause 9.5 it shall, to the extent permitted by Law, use all reasonable endeavors to give the other party as much notice of this disclosure as possible . Where notice of such disclosure is not prohibited and is given in accordance with clause 9.5 (i), that

party shall take into account the reasonable requests of the other party in relation to the content of this disclosure .

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

9.6 Return or destruction of Confidential information

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

- (a) destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;
 - (b) erase all the Discloser's Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form;
 - (c) erase all the Discloser's Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and
 - (d) certify in writing to the Discloser that it has complied with the requirements of this clause 9.6.1..
- (i) Nothing in clause 9.6.1. shall require the Recipient to return or destroy any documents and materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain by applicable Law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange , to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause 9.6.1.(i).

10. Restrictions, Amendments and Termination

10.1 The Company at its discretion may put restrictions in the operation of the Partner Accounts for any of the following reasons:

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

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

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

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

- A. If the Partner violates the conditions of the Agreement;
- B. In the event that the Partner is also a Client of the Company and the Partner violates any term of the Client Agreement between the Company and the Partner as a Client or any other documents concluded between the Partner as a Client of the Company;
- C. If the Company has cause to believe that the Partner is not putting enough effort into promoting the Company's services;
- D. Any of the Introduced Clients engages in doubtful operations and/or in abusive trading and/or is in breach of the Client Agreement as determined in the Company's sole and absolute discretion;
- E. If the Company has reasons to believe that the Partner committed any illegal acts or omissions whatsoever; or
- F. If the Company has reasons to believe that the Partner has performed and/or performs any actions that may result in damaging the Company's business reputation, image or trademark.

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

10.4 The Company may terminate the Agreement without cause by giving five (5) days written notice to the Partner.

10.5 Where termination of the Agreement and the Partner's status takes place, the Company shall pay commission for all Introduced Clients actually introduced before termination, excluding the instances directly provided for by this Agreement, until the effective termination date. The Partner shall not be entitled to receive any Commission from any Introduced Clients generated after the effective termination date.

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

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

11. Indemnity

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

12. Client Complaints

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

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

13. Notices

13.1 For the purposes of this Agreement, "writing" or "written notice" is defined as handwritten or typed text that is sent or received by email.

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

14. Entire Agreement

14.1 This Agreement, together with any documents referred to in it, constitutes the whole agreement between the Parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

15. Partner's Representations and Warranties

15.1 The Partner represents that he/she has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform his/her obligations under this Agreement, without the approval or consent of any other party.

15.2 The Partner confirms that he/she has obtained all necessary authorisations (including, without limitation, any regulatory or governmental consents, approvals or licenses), if applicable, to enable him/her to enter into and perform his/her obligations under this Agreement and he/she undertakes to maintain such authorisations, and consents during the term of this Agreement. The Partner undertakes to submit to the Company, prior to commencing operations under the present Agreement, evidence of all the relevant authorisations, licenses and consents that he/she possesses.

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

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

16. Severability

16.1 Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by Law of any market or regulator, that part shall be deemed to have been excluded from this Agreement from the beginning, and this Agreement shall be interpreted

and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the Law and/or regulation of any other jurisdiction, shall not be affected.

17. Assignment

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

18. No Waiver

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

19. Miscellaneous

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

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

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

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

20. Connected Partner

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

20.2 Connected Partner's Rights and Obligations:

20.2.1 Any physical person or entity may become a Connected Partner.

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

20.2.3 Upon Connected Partner's acceptance of the present Agreement, the Company grants to the Connected Partner a non-exclusive, non-transferable right to direct Prospective Clients to the Site and/or to its Affiliated Entities Sites, if different, subject to the terms and conditions of this Agreement.

20.3 Payment of Connected Partner Commission:

20.3.1 Unless otherwise communicated by the Company to the Connected Partner, the Connected Partner Commission from trading transactions of Introduced Clients will be paid out by the Partner and arranged directly between the Partner and the linked Connected Partner, in accordance with their respective agreement and/or arrangement. To this end the Partner may share with the Connected Partner a reward history report containing the information about Introduced Clients. The Company hereby informs the Connected Partner that it will not enforce any arrangement and/or agreement between the Connected Partner and the Partner including, without limitation enforcement of Connected Partner Commission and excludes any and all liability from such non-enforcement. The Company shall not have any liability for any non-payment and/or delays and/or miscalculations and/or omissions in the payment of the Connected Partner Commission and/or in the event that the Partner stops sharing the reward history report with the Connected Partner.

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

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

20.5 The Connected Partner represents that he/she has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform his/her obligations under this Agreement, without the approval or consent of any other party.

20.6 In the event of any dispute between the Partner and his/her linked Connected Partner, the Company bears no responsibility or liability towards Partner and/or Connected Partner.

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

21. Partner types

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

22. Language

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