

AFFNETWORK PARTNERS AGREEMENT

GENERAL TERMS OF BUSINESS

PREAMBLE This **Partners Agreement** (“**Agreement**” or “**Terms of Business**” or “**Terms**”) is made by and between **MENTAR LIMITED** (“**the Company**”), under the trade name “affnetwork”, a limited liability company registered under the laws of Hong Kong with registration number 2521742 and You (“**AFFILIATE**” or “**You**”); the natural person or legal entity which applies for partnership to the Affnetwork Partner Program (or “Affnetwork Affiliation Program”), in accordance with the terms and conditions set forth herein and agrees with and accepts these terms and conditions and the Company approves the former’s application for partnership. And furthermore, may both hereinafter be referred to separately as the “Party” and jointly as the “Parties”. This agreement sets out the complete terms and conditions to apply for a partnership to the **MENTAR LIMITED** Partner Program. Please read this Agreement completely and carefully before enrolling in the Affnetwork Partner Program. You must agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those terms and conditions expressly set out below and those incorporated herein by reference, before you may become a Partner of Affnetwork. **BY CLICKING THE BOX “I agree to the Partners Agreement and Terms and Conditions”, in the Registration Process YOU AGREE TO THE FOLLOWING TERMS:**

1. DEFINITIONS

Active Trader: any individual (acting outside the course of business) who retains a live trading account with brands: **MENTAR LIMITED**.

Agreement/ Contract: General Terms of Business

Affiliate: an independent party (natural person or legal entity), who registered via www.affnetwork.com websites, acting in the course of business, who is engaged in online advertising/marketing activities, who introduces clients to the Company for transactions in foreign currencies, commodities, futures and derivatives. Affiliates primarily using online acquisition activities to push website traffic.

IB: an independent legal entity who registered via www.affnetwork.com websites, acting in the course of business, who have personal contact with customers and who operate in a mainly offline environment.

Introducer: Means any independent person, whether an individual and/or a company, acting in the course of business and engaged in introducing prospective clients to the Company for transactions in its products and services, after obtaining relevant authorization and/or being registered and/or licensed and or qualified or may act in some other capacity which authorizes the Introducer to undertake and provide to the Company the services under this Agreement in its jurisdiction in order to do so, as applicable and after relevant supervision of the Company.

Affiliate Commission: Means the amount paid or payable to the Affiliate/IBs by the Company in accordance with the Cost Per Acquisition (“CPA”) Plan and Cost Per Lead (“CPL”) Plan and/ or any other available plan as decided from time to time, and based solely and exclusively on the Company’s tracking data, verification, checks and calculations. Such information shall be available to the Affiliate in the Affiliate System.

Affiliate/Partner Program: promotes our brand’s products via its platform through its Affiliates’ network, both online and offline.

Client (or trader): Means any person whether an individual and/or a company who has been or is being introduced by the Introducer to the Company and with whom the Company enters into a Client Agreement.

Client Agreement: Means the **MENTAR LIMITED** terms and conditions that the Client accepts prior to opening an account with the **MENTAR LIMITED**, as amended from time to time.

Cost per Acquisition (“CPA”) Plan: A commission plan defined as an activation of a live account by a new user. The Commission is earned per qualified New Active User recorded in the Company’s CRM, subject to the deposit and trading activity of the said New Active User. Commissions become valid and payable once the Affiliate’s Quality Metric is achieved per New Active User.

Cost per Lead (“CPL”) Plan: A commission plan defined by the first telephone contact with the Lead as recorded by the CRM. The Commission is earned per qualified lead recorded in the Company’s CRM, subject to the Lead verification via telephone contact and a valid email address of the said Lead. Commissions become valid and payable once the Affiliate’s Quality Metric is achieved per lead.

CRM: customer relationship management (software). The system used by the Company’s customer service and sales representatives to manage customer interactions.

Lead: is a client of the Company who has not completed all steps of registration.

Qualified Acquisition (qualified New Active User) means the activation of a live account with the Company by a deposit (minimum \$250 or equivalent) and the completion of minimum trading turnover or trading revenue as required by the commission plan.

Registration: is the process by which, a client has completed step one by entering their personal details, has agreed to the Company’s Client Agreement, Privacy Policy and/or any other legal documents required to acknowledge from time to time, and has been contacted by phone by the Company.

Qualified Trader or qualified new active user: an individual who was referred by an Affiliate and has been identified by the Tracking System of AFFNETWORK provided that, on a cumulative basis, a) such individual is acting in his capacity as a consumer, i.e. outside a trade, business or profession, b) such individual has been approved by the **MENTAR LIMITED**, c) such individual is not already registered to the **MENTAR LIMITED** main website including registration under, among others, a different name or through different identification details; d) such individual’s registration and/or trading data do not correspond with another qualified trader’s respective information, including but not limited to the IP address; and e) such individual has become a Qualified Acquisition as defined herein. To verify the details of such individual, Affnetwork will perform checks via his email address, telephone number and/or postal address that correspond to that specific individual.

Tracking System: Affnetwork customary tracking protocols, including but not limited to, the use of the Affiliate specific “gateway” identifications, the use of separate reference pages, cookies, attributions questions or otherwise, that will assist Affnetwork to identify the Affiliate and to record its activities, services and, to subsequently, calculate the Affiliate’s Compensation.

2. EFFECTIVE DATE AND LIABILITIES OF BOTH PARTIES

This Agreement shall come into effect from the date of the registration of the Introducer, the acceptance of this Agreement and its conditions as well as the acceptance of the Introducer by the Company and shall remain valid for an indefinite period, unless terminated under the provisions of clause 6.

2.1. In order for an Introducer to be considered as one, the Introducer must complete and submit the online application/questionnaire within the designated section on the Company’s website and accept the present Agreement and any other terms requested from time to time by the Company.

2.2. The Introducer represents his/her capacity to enter and be bound by the present Agreement and confirms he/she is qualified under any applicable regulatory requirements so as to give effect to the present Agreement. Any person acting on behalf of a Company warrants his/her authority and capacity to bind that company to this Agreement having the full rights, power and authority to do so.

2.3. The Introducer warrants that where applicable he/she shall comply with the applicable regulatory requirements and that the Introducer remains solely liable for being informed and updated on such updates.

2.4. The Company shall respond to the Introducer’s application and shall notify the Introducer of its acceptance or rejection. The Company retains the right and the Introducer accepts to provide the

Company any KYC documentation and/or other documentation as this may be requested by the Company from time to time. To this effect the Introducer must provide proof of ownership of its website and means via which he/she shall provide its services to the Company as well as of its licensing, registrations, authorization and status of business.

2.5. The Introducer acknowledges his/her knowledge of the applicable Anti-Money laundering and combating of terrorist financial regulation and warrants to abide by them.

2.6. The Introducer acknowledges that the Company has a right to effectively supervise him/her in order to manage and/or exclude and/or mitigate any risks that might be associated with any issue(s) with regards to the execution of the Introducer's services according to the present Agreement and assess whether the Introducer possesses the necessary expertise and resources to carry out its services effectively.

2.7. The Introducer acknowledges that any promotional material provided by the Company is the property of the Company and must not be used by the Introducer in any other manner deviating from the services emanating from the present Agreement whereas the Introducer must only use the promotional material provided by the Company. If the Introducer shall produce such material, he/she must provide it to the Company for prior written approval before use of such material. Upon approval of any promotional material, it shall automatically become property of the Company.

2.8. The Introducer shall bear all costs and expenses with regards to the provision of marketing, advertising and any other activities emanating from the present Agreement.

2.9. The Introducer acknowledges and undertakes its strict responsibility with regards to the provision of its services whereas the Introducer warrants that he/she shall bear sole responsibility for any unlawful, illegal acts and/or omissions for any breach of applicable legislation, third party rights or any act which may expose the Introducer to any legal action.

2.10. The Introducer acknowledges that the Company retains the right from time to time to monitor the website and/or logo and/or social media and/or any other site associated to or under the control of the Introducer in order to ensure that this Agreement does not result in the delegation of any responsibilities of the Company and ensure that:

- a. It is up-to-date and to notify the Introducer of any alterations;
- b. The content abides to applicable requirements;
- c. It does not breach IP rights;
- d. It abides to the terms of the present Agreement

2.11. The Introducer further acknowledges that the Company can request access to any activities and/or files and/or material and/or data regarding the execution of the services contained herein and the Introducer shall provide such in a timely manner, not later than 24 hours from the request.

2.12. The Introducer warrants not to take any actions so as to encourage the clients, prospective or existing clients to entrust the Introducer with funds for management and/or to provide them with investment advisory services on behalf of the Company. The Introducer further undertakes not to provide any services beyond its capacity. To this effect, both Parties agree that the Company shall retain the right to monitor such actions and take all necessary steps to ensure that the Introducer does not engage in such practices whereas the Introducer acknowledges that he/she shall procure the Company with any data and/or documentation and/or access so as to monitor such activities.

2.13. The Introducer must take all necessary measures and actions in order to refrain from transmitting to, whether directly or indirectly, expose the Company to any computer and/or software virus.

2.14. The Introducer shall inform the Company of any information, act or any action which could potentially harm or impact the Company and/or its reputation in a negative manner.

3. AFFILIATES AND INTRODUCING BROKER OBLIGATIONS

- 3.1. During the term of this Agreement, You undertake to fulfill the following obligations:
- 3.1.1. To comply with the terms of this Agreement, as amended from time to time.
 - 3.1.2. To comply with all applicable laws and regulations, in your territory (including but not limited to, financial services regulations, data protection and anti-spamming rules);
 - 3.1.3. To comply with MENTAR LIMITED branding and Intellectual Property guidelines;
 - 3.1.4. To promote and market, within such territory as this may be specified by The Company ("Territory");
 - 3.1.5. To identify prospective traders within the Territory to which You actively promote our Services.
 - 3.1.6. To act in good faith and conduct the Affiliate's activities in a professional and proper manner and in full compliance with all applicable laws.
- 3.2. To perform the Services described in this Agreement, You shall bear all establishment and operational costs and expenses of any nature, including but not limited to any marketing and promotional activities related to the Services, unless otherwise determined by MENTAR LIMITED. Under no circumstances shall MENTAR LIMITED be liable hereunder for any amounts other than the Affiliate Commission.
- 3.3. Neither the Affiliate or its associated or Second Tier Affiliates shall register as Traders / Qualified Traders and subsequently they shall not be entitled to receive any commission and or any other Compensation, arising out of any personal, live accounts with the Company.
- 3.4. The Affiliate shall not misrepresent in any way any potential clients, with regard to its status of contractual relationship with MENTAR LIMITED and/ or its Related Entities, and it will not provide any investment or financial advice or recommendation or promises to Active or potential traders with regard to the services of MENTAR LIMITED or/and any other of its Related Entities.
- 3.5. Affiliate must provide true and complete information to MENTAR LIMITED, as this may be requested at any time, about itself and its activities and about any referred traders. It is agreed that the Qualified and Active Traders are, customers of MENTAR LIMITED, and not the Affiliate's.
- 3.6. In no event should You engage in any marketing or promotional activity related to MENTAR LIMITED, and/or Our Related Entity (as hereinafter defined) in any area, location, territory or jurisdiction outside of the Territory agreed with Us upon your registration.
- 3.7. It is agreed that throughout this Agreement, You must act in good faith at all times and must not make any false and/or misleading representations or statements with respect to MENTAR LIMITED, or its Related Entities/ subsidiaries and the Services provided or the Company's products and services or engage in any other practices which may affect adversely the image, credibility or reputation of MENTAR LIMITED and its Related Entities and services. It is further agreed that throughout this Agreement the Affiliate's website and/or mobile application, to the extent the Affiliate operates through a website, mobile application or by any other means, shall not be engaged, directly or indirectly, in activities that the MENTAR LIMITED, at its sole discretion, deems to be illegal, improper, offensive, unfair or otherwise adverse to the operation or reputation of the Company's websites or detrimental to the users of the websites, including without limitation, to:
- (i) promoting sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age or
 - (ii) violating any intellectual property or other proprietary rights of any third party or
 - (iii) having defamatory or harassing and untruthful comments and statements about our activities and business or
 - (iv) containing or promoting content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or link to a website that does so, or
 - (v) engaging in any illegal activity of any type, including but not limited to, displaying illegal content offering any illegal good or service through the Affiliates' website, (vi) violating the MENTAR LIMITED intellectual property rights including trademarks, domain names etc., or
 - (vii) do not clearly make available an online privacy policy to visitors of its website or,
 - (ix) causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program or robot, or
 - (x) offering any Introduced Client, whether directly or indirectly, any kind of incentive or,
 - (xi) opening an account on behalf of any potential client and/or Introduced client, including but not limited, completing any kind

of questionnaire, form provided by the Company (xii) promoting MENTAR LIMITED through mobile applications related to sexually explicit materials or gambling (non-exhaustive list).

3.8. You must not transmit to or in any way, whether directly or indirectly, expose our website, content, platform and any other of our Property to any computer virus or other similarly harmful or malicious material, virus or device.

3.9. You shall promptly inform MENTAR LIMITED of any information or acts of a third party that has become known to You that could potentially harm MENTAR LIMITED and/or MENTAR LIMITED Related Entities, services and reputation in any way and manner.

3.10. You acknowledge that you are not allowed to register a business that includes the wording "MENTAR LIMITED" in its name. You cannot use or register a domain name or keywords, search terms or other identifiers for your activities with the name of MENTAR LIMITED or similar name which may cause confusion without the prior written consent of the MENTAR LIMITED. Should you infringe the aforementioned, it will be considered as a material breach as per clause 7.2.3 of this Agreement.

3.11. The Affiliate shall refrain from referring clients residing in the USA (and US citizens) any of the countries that are classified as black listed or high risk or any other Country that the Company does not offer its services. The Affiliate may only actively target residents of the countries that will be provided from time to time by the Company. The Affiliate acknowledges and agrees that in the event that an Introduced client is a citizen or resident of a country other than those provided by the Company, it will not be entitled to receive any Affiliate's Commission from the Company for such clients unless the Company has given its prior written consent to include that specific country.

3.12. The Affiliate shall always provide true and complete information to MENTAR LIMITED as may be requested from time to time by MENTAR LIMITED. The Affiliate acknowledges that it is aware that prior to receiving any Affiliate's Commission, the Affiliate may be requested by MENTAR LIMITED to provide some information, including any information required pursuant to Applicable Laws. Such information includes, but is not limited to, proof of identity and proof of residence documents, date of birth, contact information, affiliates' website, blogs etc. On the occurrence of failure to comply with the above, or in the case that any such documents appear to be/are digitally edited, the Company reserves the rights to consider any Affiliate's Commission(s) generated as void and/or terminate the business relationship with the Affiliate with immediate effect.

3.13. The marketing materials shall be used only for limited period set in accordance with MENTAR LIMITED general terms of use and MENTAR LIMITED Branding Guidelines that follow MENTAR LIMITED material each time. It is Your responsibility to maintain Your website and any marketing and promotional material that MENTAR LIMITED provides You, up to date, at all times. If You systematically breach such obligation, MENTAR LIMITED may suspend or terminate this cooperation with You.

3.14. The Affiliate, in order to participate in the Affiliate Program, must be over 18 years of age.

3.15. MENTAR LIMITED reserves the right, in its sole discretion, or based on regulatory restrictions imposed on it by Law or financial services regulatory bodies, not to enter into or to terminate at any time, a contractual relationship with an Affiliate and/or IB.*

4. COMPENSATION SCHEME

4.1. Upon registration as an Affiliate with MENTAR LIMITED, You will be presented with different compensation methods. All new online Affiliates will be using our CPA Compensation method and IBs with our Lots Per Pair Compensation methods (hereinafter referred to as "the Compensation"), for the Services provided. You may not convert from one Compensation method to the other without the prior approval of MENTAR LIMITED.

4.2. MENTAR LIMITED, at its sole and absolute discretion, may change the Compensation method at any time. MENTAR LIMITED will upload each amended Agreement on its website, by indicating the date that the amended Agreement will come into effect. The Affiliate undertakes the obligation to visit the website and to read the Terms of the Agreement on a regular basis. In case where the Affiliate does not agree with the amended Agreement, they shall notify MENTAR LIMITED within

seven (7) calendar days as of the date that the amended Agreement comes into effect and the Agreement shall be terminated immediately. If otherwise, it shall be deemed as an approval by the Affiliate to such change and the terms of the amended contract will apply to the Affiliate. You will continue to receive Compensation based on the previous Compensation structure for those Active Traders and Second Tier Affiliates that fall under the Compensation structure prior to date of amendment.

4.3. In the event the Affiliate elects to be compensated on a "Revenue Share" basis, there may be a possibility where the fees earned by the Affiliate may be "negative" to the extent that the applicable Active Users trading activities result in negative earnings. Any such "negative fees" shall be applied against any Active Traders fees earned by the Affiliate in future months until such "negative fees" have been fully applied.

4.4. The action of making first successful contact is recorded in the Company's CRM and qualifies the user as a Lead or Registration. The number of leads/registrations is calculated exclusive of fraudulent or cancelled orders or actions identified by MENTAR LIMITED in writing or via automated file transfer and they are automatically deducted from the calculation of the monthly commission.

4.5. The online Affiliate and/or IB compensation in relation to qualified New Active User will be payable only following MENTAR LIMITED's verification and checks concerning all New Active Users in accordance to the requirements of any applicable law and the MENTAR LIMITED's internal verification process.

4.6. The acceptance of a payment by the Company to the Affiliate will be deemed full and final settlement of the Affiliate's Commission due for the corresponding calendar month. In case the Affiliate disagrees with the Report or amount payable, the Affiliate must not accept payment for such amount and immediately send a written notice of dispute within thirty (30) calendar days of the end of each month for which payment is made, otherwise the right to dispute the Report or payment will be deemed waived and the Affiliate shall be deemed to have waived any and all rights in relation to such Report or such payment and have waived any claims of restitution and/or unjust enrichment.

5. PERSONAL DATA PROTECTION

5.1. The Company and the Introducer acknowledge that the relationship created between them by this Agreement or between the Company and any officer or employee of the Introducer is not as employer and employee, agents, partners, or joint ventures. The Introducer agrees that he is not authorized to enter into any agreement or obligation for on behalf of the Company platforms products and services.

5.2. During the execution of this Agreement, the Introducer may receive Confidential and Personal information for the clients' activities and/or identities. The Introducer shall not disclose such information gathered without the Company's written consent.

6.3. It is agreed by both Parties that the Company shall have the right for compliance purposes to maintain registries and/or records with the Introducer, clients and the activities carried out pursuant to this Agreement and the Introducer is responsible to provide such records and/or reports to the Company on a monthly basis and/or as this may be agreed between the Parties from time to time.

5.4. The Company may process, use, store or otherwise process personal information provided by the Introducer and the Introducer consents to the transmittal of the Introducer's personal data (and/or have obtained consent from individuals working on the Introducer's behalf) outside the European Economic Area.

5.5. The Introducer agrees that the Company may pass information about the Introducer to third parties in order to assist the Company with its operations and/or for marketing and/or research purposes. If the Introducer does not consent then the Introducer must notify the Company with a written notice.

5.6. The Introducer hereby expressly consents that any telephone communication between the Company and the Introducer shall be recorded and/or monitored and/or processed. Any instructions received by telephone will be binding as if received in writing. The Introducer further agrees that the

Company may deliver copies of transcripts of such recordings in case such request is made by the Authorities, Courts regulatory or government authority. The Company shall maintain records for a period of five year and/or as long as it is prescribed under the applicable Legislation.

6. TERMINATION

6.1. The Company reserves the right at its absolute discretion to terminate this Agreement with immediate effect where this is in the interest of its Clients and/or where there is suspicion of fraud, deceit, manipulation or other forms of fraudulent trading and/or techniques in breach of the Law or this Agreement. The Company warrants that it shall not be liable to the Introducer for any benefits, commissions or monetary compensations emanating from such actions and the Company shall take appropriate measures against the Introducer and inform its clients of such termination.

6.2. This Agreement may be terminated:

a. By either party giving to the other party 14 days written notice to that effect.

b. At any time by the Company without giving any written notice to the Introducer, in case of one of the following events:

i. The Introducer ceases, for any reason, to act in good faith and be responsible towards the Company as set in clauses 3(1) to 3(2) above and in the Company's, opinion becomes incapable to provide such services.

ii. Any liquidation, insolvency, receivership or any other process of such effect in any jurisdiction, of or in relation to the Introducer or its assets or the Introducer ceases to pay debts in the ordinary course of business;

iii. The Introducer being in breach of any of the terms, conditions or warranties of this agreement or the Law.

6.3. It is understood by both parties that such termination shall be without prejudice to any outstanding or accrued obligations of the parties until the day of termination.

6.4. In the event of termination occurring, for any reason, the Company's dealings with the Introducer cease and the Introducer will promptly return to the Company all documents, equipment, material, brochures, call reports and any other promotional and/or marketing material in its possession relating to the Introducer's Services and the its clients and shall withdraw shall material upon termination of the present Agreement. It is also understood and accepted by both Parties that the Introducer's confidentiality shall survive any termination and the Introducer shall retain such records/books/data for a period of five years and/or for such period as per the applicable Legislation and make such information available to the Company immediately upon request

6.5. All conditions of the present Agreement are essential and any breach of any of these conditions from whatever party, gives right to the innocent party to terminate the present Agreement without notice and to claim from the culpable party compensation for any damages that will be suffered due to such breach, as well as expenses and interest.

7. CONFIDENTIALITY

Each Party acknowledges and agrees that any and all information associated with the other Party's business and not publicly known, including, but not limited to, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, customer lists, prospective customer lists, names, MENTAR LIMITED Intellectual Property, addresses and other information regarding customers and prospective customers, product designs, sales, costs, content, marketing and promotional material and other unpublished financial information, business plans and marketing data, is confidential and proprietary information ("**Confidential Information**"), whether or

not marked as confidential or proprietary. Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations here-under. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (a) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations here-under, who each shall treat such Confidential Information as provided herein; or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement.

Confidential Information shall not include any information which is:

- (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information;
- (ii) is independently developed by the non-disclosing Party without breaching any provisions of this Agreement; or
- (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of this Agreement.

8. FORCE MAJEURE

8.1. The Company shall not be liable for the non-performance or improper performance of their obligations under this Agreement, when prevented from or unable to do so due to a Force Majeure event, including, without limitation any Government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; labor disputes not including disputes involving the Company's workforce; discontinuance or suspension of the operation of any Market; failure of communication for any reason with Market makers, malfunctioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the Platform(s); Any other extreme event beyond the reasonable control of the Company which may suddenly or drastically affect the prices in the Underlying Asset / Market as well as any other event, act and/or circumstances that will have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within the Company's reasonable control, and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to prevent.

9. MISCELLANEOUS

9.1. The Company shall resolve any matter which may arise outside the present Agreement on the basis of good faith and no single/partial exercise or omission or delay in exercising any right, power or remedy by the Company shall constitute a waiver of its rights.

9.2. Any liability of the Introducer under this Agreement may in whole or in part be released, compounded, compromised or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed.

9.3. The rights and remedies provided to the Company under the present Agreement are cumulative and are not exclusive of any rights or remedies provided by the law.

9.4. The present Agreement does not in any way create any partnership, joint venture, agency, franchise, sales representative, principal-agent, fiduciary or employment relationship between the Company and the Introducer.

9.5. The Introducer shall not present himself/herself as an agent of the Company and shall have no authority or power to bind the Company.

9.6. The Introducer undertakes to inform the Company of any undesired facts and/or events which may potentially pose the Company to any undesired consequences.

9.7. If any term of this Agreement (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

9.8. The Company may assign the benefit and burden of this Agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of this Agreement. Such assignment shall come into effect ten Business Days following the day the Introducer is deemed to have received notice of the assignment in accordance with this Agreement.

9.9. The Introducer may not assign, change or otherwise transfer or purport to assign, change or otherwise transfer the Introducer's rights or obligations under this Agreement without prior written consent of the Company and any purported assignment, change or transfer in violation of this term shall be void

9.10. The entire Agreement between the parties is expressed in this writing. No other Agreements or representations shall be binding on the parties unless endorsed herein or on a separate instrument signed by the parties. This Agreement shall be interpreted and construed according to the Laws of Cyprus. Any disputes arising out of or in connection with the present Agreement which are not friendly solved by mutual agreement, shall be settled in the Courts of Cyprus.

9.11. This Agreement and any Addendums and Appendices referred to in it, constitute the entire agreement between Parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between Parties or either of them.

9.12. It is agreed by both Parties that in the event that any of the terms and/or conditions of this Agreement, is to be proven contradictive to any Cyprus / EU Laws and/or Regulations, then this term will be immediately null and void without influencing validity of the rest of the Agreement. Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.

14. GENERAL PROVISIONS

14.1. Force Majeure. If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable due to certain unforeseeable events, including but not limited to acts of God, war, governmental decree, natural disasters, power failure, failure in communication lines or other network failure, judgment or legal order, strike, or other circumstances, beyond that Party's reasonable control, such Party shall be excused from the performance of the Services to the extent that it is prevented, hindered or delayed by such cause. On completion of twenty-one (21) consecutive days of non-performance of the Services, due to such unforeseeable events, either Party may terminate this Agreement, by giving one (1) week's written notice. **14.2. Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party. **14.3. Taxation.** You may be liable to pay taxes arising out of your cooperation with BCM, usually related to the profits You make, depending on the local jurisdictions in which you are a tax resident in. It is your sole responsibility to comply with any tax laws that apply to the Affiliate's Commission and the you consent that to the extent required by applicable laws and regulations, the BCM Group may provide information regarding the Affiliate's Commission to any governmental and/or judicial body/authority. BCM does not collect any taxes on your behalf. Also, BCM does not provide you with any tax advice and BCM does not deal with any tax related issues. Please address any tax related concerns to Your tax advisor. **14.4. Notice.** Any notice, approval, request, authorization, direction or other communication under this

Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered by e-mail to the Party to which the same is directed; (b) two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the respective addresses of the Parties as set forth on the Registration Page. **14.5. No Waiver.** The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party. **14.6. Entire Agreement.** This Agreement, sets forth the entire agreement and understanding between the Parties and it supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein. No amendment or modification of any provision of this Agreement shall be valid unless set forth in writing. **14.7. Amendments.** BCM may modify any of the terms of this Agreement at any time, upon its discretion. BCM will upload such amended Agreement on its website, by indicating the date that the amended document will come into effect. The Affiliate undertakes the obligation to visit the website and to read the terms of the Agreement on a regular basis. In case where the Affiliate does not agree with the amended Agreement, they shall notify BCM within seven (7) calendar days as of the date that the amended Agreement comes into effect. If otherwise, the terms of the amended contract will apply to the Affiliate. **14.8. Assignment.** All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and to their respective successors, assigns and legal representatives. The Affiliate shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations here-under, to any third party without BCM's prior written consent. **14.9. Applicable Laws.** This Agreement shall be governed, construed and enforced in accordance with the laws of the Republic of Cyprus. Each Party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to this Agreement will be brought exclusively before a court of law in the Republic of Cyprus. **14.10. Governing Language:** This Agreement, as well as any additional agreement or legal document or any type of document related to this Agreement (both present and future) is made in English. Any other language translations are provided as a convenience only. In the case of any inconsistency or discrepancy between the original English texts and their translation into any other language, the original versions in English shall prevail.

- **ANNEX A APPLICABLE TO IBs ONLY (IBs that have personal contact with clients – Non-applicable for EU Clients)**
 1. Aside of accepting the General Terms of Business with BCM , the IB shall also submit to BCM all required documentation relating to the former and verifying the identity of the Affiliate, as part of the “Know Your Client” (“**KYC**”) procedure as required by legislation, regulatory bodies, financial services institutions and the internal policies of BCM. This documentation may include identity card or a passport, a utility bill, a bank statement or any document as proof of identity issued by a governmental body.
 2. **The IB is required and hereby agrees to complete successfully the IB Compliance Test as set out by BCM, on line:**

The above IB Compliance Test should be successfully completed prior to the cooperation of the Parties.

3. The IB shall not misrepresent in any way any potential clients, with regard to its status of contractual relationship with BCM and it will not provide any investment or financial advice or recommendation or promise to Clients with regard to the services of BCM or/and any other financial services. However, the IB shall notify any potential Clients with regard to the risks

involved in forex transactions (which, the potential Client acknowledges by signing a form) and it may request them to sign in a form to acknowledge the above.

4. The IB will maintain compliance and supervisory procedures that are adequate to assure compliance by the IB and its employees and agents with the applicable legislation, requirements of any government, governmental authority, regulatory agency or self-regulatory body governing the provision of Services that may apply to the IB, the Clients or any procedures established from time to time by BCM and its related companies.
5. The Parties are independent contractors. The IB will not bind nor attempt to bind BCM to any agreement or contract and will not misrepresent potential clients with regard to the relationship of the Parties, its powers and services. The IB will not accept funds from any potential client in connection with the Product and the services provided by BCM.
6. The IB shall not misrepresent in any way any potential clients, with regard to its status of contractual relationship with BCM and/ or its related companies, and it will not provide any investment or financial advice or recommendation or promises to Clients with regard to the services of BCM or/and any other financial services. However, the IB shall notify any potential Clients with regard to the risks involved in forex transactions (which, the potential Client acknowledges by signing a form).
7. The IB will maintain compliance and supervisory procedures that are adequate to assure compliance by the IB and its employees with applicable statutes, laws, directives or ordinances, requirements of any government, governmental authority, regulatory agency or self-regulatory body governing the provision of Services and Activities that may apply to the IB, the Clients or any Accounts and any procedures established from time to time by BCM.
8. The IB will not introduce to BCM any person who appears on any lists of known or suspected terrorists or terrorist organizations such as OFAC, FATF and FINCEN, and will cooperate with BCM in obtaining any information or documents BCM may reasonably request in connection with BCM's compliance with any relevant anti-money laundering legislation, or KYC obligation or any other relevant statute, law, directive or ordinance requirement of any government, governmental authority, regulatory agency or self-regulatory body that may apply to the IB, the Clients or any Accounts, applicable to BCM as it may relate to Clients introduced by the IB.
9. **THE IB WILL NOT SOLICIT OR ACCEPT ORDERS FOR ANY FOREX TRANSACTION FROM ANY CLIENT**
10. **THE IB WILL NOT PROVIDE ANY INVESTMENT ADVICE TO CLIENTS**
11. The IB will immediately inform BCM of any Client complaint (whether written or oral), or any government or regulatory inquiry, concerning its business activities and will provide such additional information concerning the nature or status of any such complaint or inquiry as BCM may reasonably request.
12. The IB shall ensure that it complies at all times, with the instructions of BCM in terms of how to conduct business. BCM undertakes the obligation to communicate this to the IB in writing and to update the IB each time BCM changes its respective policies.
13. BCM reserves the right, in its sole discretion, or based on regulatory restrictions imposed on it by Law or financial services regulatory bodies, not to enter into or to terminate at any time, a contractual relationship with a third party that wishes to become a client of BCM and / or its related companies. Clients will be clients of BCM and / or its related companies and the standard Terms and Conditions of business will apply.
14. **BCM WILL ENTER INTO CONTRACTUAL RELATIONSHIP AND WILL RECEIVE INSTRUCTIONS DIRECTLY FROM CLIENTS ONLY. UNDER NO CIRCUMSTANCES WILL BCM AUTHORIZE A THIRD PARTY, INCLUDING THE IB, TO ENTER INTO TRANSACTIONS ON BEHALF OF ANY CLIENT'S ACCOUNT.**
15. If the IB enters into actions that advise or manipulate or bias of the Client and the latter's decisions in any way, BCM retains the right to terminate the Agreement with immediate effect and it reserves all legal rights to this effect.

If there is a discrepancy between a clause in this Annex and the Agreement, this Annex shall prevail. This provision applies only to the IBs. *NOTE: BCM does not provide services to clients and/or affiliates and/or IBs residing in the US.