

## AFFILIATE TERMS AND CONDITIONS

*Evalanch Ltd*, a company incorporated under the relevant laws of the *Seychelles* with company number *8429760-1*, having its registered office at *CT House, Office 9A, Providence, Mahe, Seychelles* (hereinafter referred to as the “**Company**”); on the one side, and

The **Company** and the **Affiliate** are hereinafter whenever the context requires, referred to collectively as “**Parties**” and individually as “**Party**”.

### WHEREAS:

- A. The Company is duly licensed and regulated by the Seychelles Financial Services Authority (hereinafter referred to as the *Broker*) to provide investment services under authorization number *SD082*.
- B. The Company wishes to be granted by the Affiliate certain services, as these are described in **Appendix I** of the present Agreement (hereinafter referred to as the “**Services**”), and the Affiliate agrees to provide such Services as set forth in this Agreement.
- C. The Company is required by the applicable laws and regulations to monitor its Affiliates in order to ensure that its Affiliates act in accordance with the Policies and Procedures of the Company and the applicable laws and regulations.
- D. The Parties desire to set down in writing their agreement with regard to the provision of the Services by the Affiliate to the Company all in accordance with the terms and conditions of this Agreement.

### NOW THEREFORE IT IS HEREBY AGREED as follows:

#### 1. Interpretation

##### 1.1. Definitions

The following words and expressions when used in this Agreement shall have the following meanings:

“**Applicable Laws and Regulations**” means all laws, regulations, directives, circulars, regulatory administrative decisions, rules of any regulated market or exchange to which the Company and the Affiliate are or may be subject to from time to time.

“**Business Day**” means a day (other than a Saturday, Sunday, or a public holiday) when banks are open for business in the United Kingdom and the United States.

“**Client**” means a Company’s client, either a legal or natural person, including a prospective client of the Company.

“**Charges and Fees**” means the charges relating to the provision of Services as these are described in Section 4.

**“Intellectual Property Rights”** means patents (including rights in, and/or to, inventions), trade marks, service marks, trade names and business names (in each case including rights in goodwill attached thereto), design rights, rights in and/or to internet domain names and website addresses, semiconductor topography rights, copyright (including future copyright), database rights, rights in and to Confidential Information (including know how and trade secrets) and all other intellectual property rights in each case subsisting at any time in any part of the world (whether registered or unregistered) and (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction, and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of the Seychelles or in any other jurisdiction.

**“Investment Services”** means the investment and ancillary services that the Company provides to its Clients, pursuant to the authorization granted to it by the Financial Services Authority.

**“Qualified Introduced Client”** means a person who meets the following conditions:

- (a) has never been registered as a Client of the Company, before the date of the introduction by the Affiliate.
- (b) has not been introduced by the Company and/ or by any other affiliate and/ or any other person.
- (c) has successfully completed the registration process of the Company.
- (d) has been introduced by the Affiliate.
- (e) has opened a live trading account with the Company.
- (f) has not made a withdrawal for over the 50% of his/ her initial deposit during the first 30 (thirty) days from the initial deposit with the Company.
- (g) Has a valid phone number and is answering calls from his account manager

**“Policies and Procedures”** means the policies and procedures of the Company, as these may be amended and/or replaced from time to time.

## 1.2. Interpretation

In this Agreement unless the context shall otherwise require:

- a) words importing the singular number include the plural number and vice versa.
- b) the appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Appendices.
- c) references to numbered clauses and appendices are references to the relevant clause in or appendix to this Agreement.
- d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- e) a reference to a law or statutory provision shall include all subordinate legislation made under that law or statutory provision.
- f) the headings to the clauses, schedules and paragraphs of this Agreement shall not affect the interpretation; and
- g) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. Terms of the Agreement

2.1. This Agreement shall be effective as of the Effective Date.

2.2. The Parties hereby state and/or declare that, henceforth, they are only bound by the terms and conditions of the present Agreement.

## 3. The Services

3.1. With effect from the Effective Date, the Affiliate will provide to the Company the Services as these are described in **Appendix I** of this Agreement, and shall *inter alia*, be responsible for effecting introductions to the Company, distributing promotions regarding the investment services and/ or products which the Company is authorised to provide, as this may be agreed between the Parties from time to time and in accordance with the terms and conditions set out herein.

3.2. The Affiliate will use its best efforts and devote reasonable amount of its time, personnel and resources to provide the Services. Also, the Affiliate shall abide by the relevant provisions of the Applicable Laws and Regulations and of the Policies and Procedures of the Company.

3.3. The Affiliate will be, at all times, fully responsible for ensuring the complete and satisfactory performance of the Services under this Agreement, by any of its personnel and will be liable to the Company for their performance and provision of the Services.

3.4. No exclusivity is granted to the Affiliate by virtue of this Agreement.

3.5. The Affiliate shall not outsource or sub-contract the performance of the Services provided hereunder without the prior written approval of the Company.

3.6. The Affiliate must provide to the Company all the sufficient documentation to enable the Company to exercise its due skill, care and diligence in accordance with its Policies and/or Procedures and/or Applicable Laws and Regulations.

## 4. Charges and Fees

4.1. In consideration for the Services rendered by the Affiliate, the Company shall pay the Affiliate with a commission fee for each qualified introduced client, calculated in accordance with the provisions of **Appendix II** of this Agreement (hereinafter referred to as the "**Commission Fees**").

4.2. The Affiliate will issue an invoice to be sent to the Company for the Charges to be paid for each calendar month, within fifteen (15) days of the end of the month. The Company will settle the invoice within thirty (30) days from the date in which the invoice is received by the Company.

4.3. The Company shall pay to the Affiliate for its performance hereunder any out-of-pocket expenses (including reasonable fees and expenses) incurred in connection with this Agreement subject to presentation of relevant invoices and proof of such expenditure.

4.4. The Affiliate will bear all costs and expenses for its activities under this Agreement, unless as otherwise determined by the Company in writing.

## 5. Relationship Management

- 5.1. The Parties shall each appoint a representative, who shall be the authorised representative of that Party and empowered to act on its behalf in connection with this Agreement (each, a “**Contact Person**”). The identity of the Contact Person may be changed at any time by the Party appointing that Contact Person, subject to prior written notice being given to the other Party of at least two (2) days before such change takes place. Other representatives whom the Parties may reasonably require shall attend meetings in addition to the Contact Persons.
- 5.2. The Contact Person of the Affiliate shall have the day-to-day responsibility for the provision of the Services and for ensuring that the Affiliate complies with its obligations under this Agreement.
- 5.3. The Contact Person of the Company shall be available for consultations and providing guidance to the Affiliate under this Agreement and for ensuring that the Company complies with its obligations under this Agreement.
- 5.4. Each of the Parties shall ensure that its Contact Person attends a review meeting (the “**Review Meeting**”), whether in person or by telephone or by such other mode of electronic communication as may be agreed by the Parties at such intervals as shall be requested by either Party. The purpose of the Review Meeting shall be to consider the performance by each Party of its obligations under this Agreement and any matters arising in relation thereto.
- 5.5. The Contact Person shall use all reasonable efforts to resolve complaints made by either Party in relation to the Services and will negotiate in good faith and take all reasonable steps to remedy such complaints.

## 6. Obligations of the Affiliate

### 6.1. The Affiliate undertakes to:

- a) provide the Services as these are described under **Appendix I** of the present Agreement, in accordance with all regulatory requirements applicable to such Services from time to time and with reasonable care and skill to the standard of professionals performing obligations of the nature contained in this Agreement.
- b) not accept money or any other forms of benefits of whatever nature on behalf of or for the behalf of the Company.
- c) identify all the domain names and/or websites in which the Affiliate will display and/or otherwise use the Referral Link.
- d) comply with the Company’s instructions regarding the performance of the Services, as such instructions may be given from time to time in accordance with the provisions of this Agreement.
- e) act in good faith at all times and must not make any false and/or misleading representations or statements with respect to this Agreement to any person and/or engage in any other practice which may affect adversely the image, credibility and/or the reputation of the Company.
- f) provide the Company from time to time upon the Company’s request, promptly and free of charge, with such information and explanations as the Company reasonably requires for the

purpose of ascertaining the performance by the Affiliate of its obligations under this Agreement and/or performing its own obligations hereunder and/or reasonably required under this Agreement.

- g) inform the Contact Person of the Company promptly in writing of anything which may prevent the Affiliate from fulfilling its obligations in accordance with this Agreement.
- h) provide the Company with prompt notice of the occurrence of any intent to effect a change of control of the Affiliate.
- i) actively cooperate with the Company its representatives (where, this is required).
- j) permit access to its premises to the Company and its representatives or persons appointed for the purpose to have access (*when this is required*); and
- k) ensure that its personnel are trained and able to perform their duties and obligations in connection with this Agreement.

**6.2.** The Affiliate undertakes not to cause or permit actions that may breach or damage any industrial or intellectual property rights of the Company, its licensors or any other third party including without limitation the Company's name and logos (the "**Marks**") and the Company's registered trademarks. The Affiliate undertakes to notify the Company, if it suspects any infringement of such rights. In case where such rights are infringed due to the breach of this Agreement, the Affiliate is liable for any loss suffered to the Company on a full indemnity basis. The Affiliate further agrees not to challenge the validity of any of the intellectual property of the Company and not to cause or permit any damage to the Marks, the Company's trademarks and other intellectual property. Furthermore, the Affiliate undertakes not to use these except for the purposes of this Agreement unless authorised in writing to the contrary by the Company, and not to use these in any manner after the term or other sooner determination of this Agreement and not to use these or any derivation of the same in the corporate name (if any) of the Affiliate.

**6.3.** All Intellectual Property Rights in all materials, documentation and data (including personal data) that the Company makes available to the Affiliate, belong to the Company or its affiliates or licensors. The Affiliate may not reproduce such materials in part or as a whole without the Company's consent except where it is necessary to do so for regulatory or other legal purposes and in such circumstances the Affiliate will record the number and location of all copies of such materials and take steps to prevent unauthorised copying.

**6.4.** The Affiliate will be, at all times, fully responsible for ensuring the complete and satisfactory performance of the Services by any of its personnel and will be liable to the Company for their performance and provision of the Services.

**6.5.** The Affiliate shall maintain appropriate records, books and information in relation to the Services and provide the Company, with such records, books and information on the performance of the Affiliate's obligations under this Agreement as required by the Company in writing in order for the Company to be satisfied that the Affiliate is performing its obligations effectively and in accordance with the applicable laws and regulatory requirements.

**6.6.** The Affiliate shall allow the Company, including any person authorized by the Company from time to time to gain access at all reasonable times to any and all data, books, documents related to the Services and the clients and to the business premises of the Affiliate (if required) for the

purposes of assessing compliance with this Agreement and/or applicable laws and regulations and/or the Company's Policies and/or Procedures.

**6.7.** The Affiliate shall be responsible for informing its members and/or employees and/or other third people under its control of its obligations under the present Agreement and ensure their compliance with the Applicable Laws and Regulations, applicable Policies and Procedures of the Company and terms of this Agreement. Breach of any of these obligations by any such members and/or employees may give rise to termination of the present Agreement as per Clause 10 set below.

## **7. Representations**

**7.1.** Each Party hereby represents and warrants to the other Party, that:

- a) it has the full power and authority to execute this Agreement and to consummate the obligations contemplated hereby.
- b) all corporate action on its part necessary for the authorisation, execution, delivery and performance of all obligations made under the Agreement has been taken.
- c) neither the execution of this Agreement nor the performance of the terms hereof nor the consummation of the transactions contemplated hereby will conflict with, or result in a violation of, or constitute a default under its corporate documents or any agreement or other instrument to which it is a party or by which it is bound, or to which any its properties are subject; and
- d) this Agreement has been duly and validly authorised and executed by it and upon its execution by it, will constitute its valid and binding obligation and subject to all applicable laws will be enforceable against it in accordance with its terms.

**7.2.** The Affiliate hereby represents and warrants to the Company, that it:

- a) is of a sufficiently good repute and possesses the appropriate general, commercial and professional knowledge and competence required to perform the services set out herein.
- b) shall have no authority to bind the Company in any way, unless specifically contemplated herein or agreed between the Parties in writing.
- c) the Affiliate shall not make any misrepresentations to any Clients regarding the Company, its services and/or its license.
- d) the Affiliate shall not give any marketing material unless the context is provided by the Company and/or approved by the Company.
- e) is fit and proper to carry out the services described herein, in accordance with the terms and conditions of this Agreement.
- f) has provided information to the Company for the purposes of the due diligence process carried out by the Company, which is true, complete and accurate in all respects; and
- g) will inform the Company forthwith in the event that any of the information it has provided to the Company as part of the due diligence process, ceases to be true, complete and accurate in all respects.

**7.3.** The Company undertakes to, without undue delay, make available to the Affiliate all information and documentation necessary (including all relevant Policies and Procedures of the Company, as

these may be amended from time to time) for the Affiliate to provide the Company with the Services and to fulfil its obligations under this Agreement.

**7.4.** The Company shall notify the Affiliate in advance by the giving of at least ten (10) Business Days' notice of any changes in the Company's relevant Policies and/or Procedures, unless where such change is a result in the change of Applicable Laws or Regulations in force on the Company or is the result of a direct request by a competent authority on the Company, in which case the Affiliate will be obliged to comply forthwith with being notified on such a change.

**7.5.** In cases where clarifications regarding the Company's Policies and/or Procedures are requested by the Affiliate from the Company, the Company shall respond to the requests without any undue delay in any case no later than two (2) Business Days after having received such a request.

## **8. Indemnification and Limitation of Liability**

**8.1.** The Affiliate hereby warrants, guarantees and irrevocably undertakes to indemnify and hold harmless the Company and its officers, directors, employees, and agents against all costs, expenses, fines, penalties, losses, judgments, damages, liabilities and other amounts (including without prejudice to the generality of the foregoing, lawyers', actuaries', accountants' and experts' fees and settlement amounts) arising out of any demand, suit, claim or proceeding in connection with this Agreement and resulting from (i) any failure of the Affiliate to comply with any or all of the terms of this Agreement or any Applicable Laws and Regulations, (ii) any breach of any representation or warranty by the Affiliate, its employees or representatives or (iii) any act or omission by the Affiliate, any subsidiary, or any officer, director, employer, or agent of each of the foregoing.

**8.2.** Without prejudice to any of the Company's rights to bring any legal or other action against the Affiliate for breach of its obligations whatsoever, the Company accepts responsibility for the provision of the Services by the Affiliate pursuant to this Agreement.

**8.3.** Subject to **Clause 8.2.**, the Company shall not accept any responsibility for any of the Affiliate's acts or omissions in relation to this Agreement or otherwise.

## **9. Commencement and Duration**

This Agreement shall commence of the Effective Date and will continue to be in force until terminated by either Party in accordance with the provisions of Section 10 of this Agreement (the "**Term**").

## **10. Termination**

**10.1.** This Agreement may be terminated in any of the following ways:

- a) By either Party by giving at least thirty (30) calendar days written notice to the other Party, for no reason whatsoever.
- b) By the Company immediately upon the Company's reasonable opinion that the Affiliate is in breach of the Applicable Laws and Regulations.
- c) In writing by mutual agreement of both Parties.

- d) By either Party by giving notice to the other Party when:
  - i) the other Party commits any breach of this Agreement; and
  - ii) it gives notice to the other Party to remedy the breach (or to the extent that the breach is not capable of remedy, to give compensation for it);
  - iii) the other Party fails to rectify any such breach within thirty (30) Business Days of receiving notice to such effect.
  
- e) Immediately by either Party by giving notice to the other Party in any of the following cases:
  - i. the other Party becomes insolvent, is adjudicated bankrupt, or compounds with, or makes any arrangement with, or makes a general assignment for the benefit of, its creditors; or
  - ii. the other Party compulsorily or voluntarily enters into liquidation, except for the purposes of a bona fide reconstruction or amalgamation; or
  - iii. the other Party has an administrator, receiver or manager appointed over the whole, or a substantial part, of its undertakings or assets; or
  - iv. the other Party ceases or threatens to cease to carry on its business; or
  - v. if there is a material and concrete risk of being in violation of the applicable laws and regulations or of any guidance or recommendation or letter of the competent authorities and/or regulator or any other relevant authority if continues servicing this Agreement; or
  - vi. the other Party involves it in any type of fraud or illegality or breach of applicable laws and regulations or is at risk of involving it in any type of fraud or illegality or breach of applicable laws and regulations; or
  - vii. it suspects based on reasonable evidence that the other Party is engaged into money laundering activities or terrorist financing or other criminal activities.

**10.2.** Termination by any Party shall not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement.

**10.3.** The Parties shall, within thirty (30) calendar days of termination, pay each other or set-off between them all sums due under this Agreement, together with all accrued interest.

**10.4.** Section 11 shall survive termination of this Agreement.

## **11. Confidential Information**

**11.1.** For the purposes of this Agreement, “**Confidential Information**” shall mean the proprietary and confidential data or information (including trade secrets) of the Company which is of tangible or intangible value to the Parties or its Clients and is not public information or is not generally known or available to persons outside the scope of this Agreement or to the competitors of the Company, but is known only to the Parties or the clients of the Company and those of Company’s employees, independent contractors, consultants, lawyers, accountants, auditors, agents to whom it must be confided in order to apply it to the uses intended, including, without limitation, information regarding the Company or its clients or prospective clients, investment techniques, the Company’s marketing methods, business plans, fees and rates, The Company’s clients’ information (business(es), operations, finances, accounts, trading history, identification



documents). Confidential Information shall not include information which, at the time of disclosure, is already in the public domain through no act or omission of either Party, as applicable.

- 11.2.** The Affiliate shall not, without the prior express written consent of the Company, disclose, disseminate, reveal or make use of any such Confidential Information acquired during the subsistence of this Agreement, discovered, developed or prepared by either Party, all of which are and shall remain the exclusive property of the Company.
- 11.3.** The Affiliate shall treat all information relating to the clients of the Company strictly confidential and shall not use it for any purpose other than in connection with this Agreement and in connection with the provision, administration and improvement of the Services hereunder, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes.
- 11.4.** The Affiliate has the right to disclose information of the Company's clients (including recordings and documents of a confidential nature, card details) in the following circumstances:
  - a) Where required by law or a court order by a competent court;
  - b) Where requested by any regulatory authority having control or jurisdiction over the Company;
  - c) Where necessary in order for the Affiliate to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority.
  - d) At the Company's request or with the Company's written consent.

## **12. Consequences of Termination**

- 12.1.** The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of either Party accrued at or prior to termination, and subject thereto neither Party shall have any further obligations to the other under this Agreement. The clauses in this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- 12.2.** On termination of this Agreement howsoever arising the Affiliate will at the request of the Company:
  - a. promptly return to the Company all papers, documents, objects, data, hardware, equipment, Client information and records together with any copies of them which are in its possession or under its control which relates to the Services whether prepared by itself, the Company or any third party.
  - b. provide all reasonable assistance to the Company to effect a smooth transfer of the Services to the Company or any other third party nominated by the Company.
  - c. assist the Company so that there is no detriment to the continuity and quality of its provision of services to its Clients; and
  - d. destroy any copies of all Confidential Information and/or Personal Data of the Company.
- 12.3.** The Parties shall, within thirty (30) calendar days of termination, pay each other or set-off between them all sums due under this Agreement, together with the accrued interest.

### **13. Data Protection**

- 13.1.** The Affiliate acknowledges, agrees and undertakes that it shall comply at all times, with all applicable data protection laws and regulations and that upon request, the Affiliate shall provide the Company with such information as is reasonably necessary to satisfy the Company of the Affiliate's compliance.
- 13.2.** The Affiliate acknowledges, agrees and undertakes to compensate the Company for any losses arising as the result of the Affiliate's violation of the applicable data protection laws and regulations in connection with the subject matter of this Agreement.

### **14. Force Majeure**

- 14.1.** A Force Majeure event includes without limitation each of the following:
- a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis.
  - b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster.
  - c) Labour disputes and lock-out.
  - d) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of any Party).
  - e) Any event, act or circumstances not reasonably within the Parties' control and the effect of the event(s) is such that the Party is not in a position to take any reasonable action to cure the default.
- 14.2.** If, and to the extent that, either Party is prevented or delayed from performing any of its obligations under this Agreement by Force Majeure, it shall promptly so notify the other Party, specifying the matters constituting Force Majeure together with such evidence in verification of those matters constituting Force Majeure as it can reasonably give and specifying the period for which it is estimated that the prevention or delay shall continue. The Party so affected shall then be relieved of liability to the other for failure to perform, or for delay in performing (as the case may be), its obligations, but shall nevertheless use its best endeavours to resume full performance of its obligations under this Agreement, provided that if the Force Majeure continues for a period of two (2) months or more following notification, the Party not affected by the Force Majeure may terminate this Agreement by giving not less than thirty (30) calendar days prior notice to the other Party. Such notice of termination shall be of no effect if the Party affected by the Force Majeure resumes full performance of its obligations under this Agreement before the expiry of the notice period.

### **15. Proprietary Rights**

- 15.1.** The Company will remain the only owner of any data, information or files that the Affiliate could have access to in accordance with this Agreement.

**15.2.** For clarification purposes, both Parties retain access to all data, information and documents required solely for the purpose of fulfilling their obligations under this Agreement and any applicable laws and regulations.

## **16. Communications and Notices**

**16.1.** Any notices required to be made under this Agreement shall be sent by registered mail or email to the other Party or delivered by hand personally at the addressed below or such other address as a Party may notify in writing to the other Party from time to time:

### ***Notice to the Company:***

Postal Address:

Tel:

Fax:

Email:

### ***Notice to the Affiliate:***

Postal Address:

Tel:

Fax

Email:

**16.2.** Such notice shall be deemed to have been given on delivery at the relevant address or, if:

- a) in the case of a notice sent overseas by airmail, 7 Working Days (being Working Days in the place to which the notice is dispatched) after the date of dispatch.
- b) if sent by email, on confirmation of receipt from the server or on receipt of an automated delivery receipt or if no such receipt is used on the next Working Day.
- c) if delivered by hand, at the time of delivery.
- d) In proving that a notice or other communication has been given, it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted by registered mail.

**16.3.** Each Party has an obligation to notify the other Party immediately of any change in its contact details.

## **17. Governing Law**

**17.1.** This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the Seychelles and any dispute, if an amicable solution cannot be found, shall be submitted to the non-exclusive jurisdiction of the courts of the Seychelles.

**17.2.** If a bona fide dispute arises in relation to the provision of or payment for Services pursuant to this Agreement, or otherwise in relation to the validity, interpretation, implementation and enforcement of this Agreement, or the right, duties and obligations of the Parties pursuant hereto (the “**Dispute**”), the Contact Persons will diligently work to solve the Dispute as promptly as possible.

**18. Assignment**

The Affiliate agrees that it shall not without the prior written consent of the Company assign or novate to any third party or parties any of the rights and/or obligations arising out of the present Agreement.

**19. No Waiver**

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 waiver of, such right, power, privilege or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

**20. Entire Agreement**

This Agreement and the schedules to it shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to and shall supersede any previous agreement(s) between the parties in relation to the matters referred to in this agreement.

- *Execution Page Follows* -

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective corporate officers, thereunto duly authorized, as of the day and year first above written.

SIGNED by

For and on behalf of the **Company**:  
Director

Witness to the signature of the **Company**:

.....

Name:

.....

Name:

For and on behalf of the **Affiliate**:  
Director

Witness to the signature of the **Affiliate**:

.....

Name:

.....

Name:

### *Appendix I – Services*

1. As per Clause 3 of the Agreement, the Parties agree that the Affiliate shall provide the following Services to the Company:
  - 1.1 Promote the Brand Name TenTrade
  - 1.2 Use of the Affiliate’s website and/ or other media pages as a portal for displaying promotional and advertising content relating to the Company.
  - 1.3 Hosting marketing material and direct web-traffic to the authorized Company’s website.
2. It is clarified that all marketing material to be used by the Affiliate in the provision of the Services to the Company shall be subject to pre-approval and ongoing monitoring by the Company, regardless of whether such material was prepared by the Company itself and disseminated to the Affiliate or is prepared directly by the Affiliate.
3. The Company shall be entitled to monitor on a daily basis the Affiliate’s website and/or other media pages used by the Affiliate in the provision of the Services as per this Agreement in order to ensure the compliance of the Affiliate with this Agreement.

### *Appendix II – Fees and Compensation*

1. Further to Clause 4 of the Agreement, and in consideration for the Services provided by the Affiliate to the Company under this Agreement, the Company shall pay to the Affiliate as follows:
  - 1.1. A Commission Fee for each Qualified Introduced Client that will be calculated as follows:
  - 1.2. All additional costs and expenses incurred by the Affiliate in the course of the provision of the Services (the “**Costs**”) on a monthly basis, provided that a detailed calculation of all Costs will be sent to the Company.
2. The Affiliate undertakes to pay all tax, money transfer fees, currency conversion fees and other mandatory payments.
3. The Affiliate acknowledges and agrees that in order to be eligible to receive a Commission Fee, the individual concerned, including prospective clients of the Company, should be directed via one of the following channels:
  - (a) *the Referral Link;*
  - (b) *a written introduction sent by the Affiliate to the individual concerned and the Company [...].*

4. The Affiliate further acknowledges and agrees that the Company reserves the right in its sole discretion to determine that an individual was not generated via an eligible referral channel and therefore, that the Affiliate shall not be eligible to receive any Commission Fee.
5. The Affiliate further agrees that it will not be eligible to receive any Commission Fee for individuals registered for the Company's services and/or activities prior to the date of the referral and/or any Clients that have been introduced to the Company by another Affiliate and/or other person.
6. The Company reserves the right not to accept any Client referred by an Affiliate (hereinafter the "**Referred Client**") in its sole discretion and hence, the Company shall have no responsibility whatsoever for any such rejection. If the Company has rejected any Referred Client for any reason, the Affiliate acknowledges and agrees that the Affiliate shall not be entitled to a relevant Commission Fee for the concerned Client.
7. The Affiliate further acknowledges and agrees that the Company in its sole discretion may withhold any payment of any outstanding Commission Fee and/or reclaim any related Commission Fee from the Affiliate, in the event where the Company will consider that the Affiliate and/or any other person on behalf of the Affiliate has created false accounts with the Company for the purpose of generating commission and/or in any way has manipulated the provisions of this Agreement whatsoever.
8. The Company reserves the right to withhold any payment to an Affiliate and/or cancel and/or void any payments to the Affiliate, where it has reasonable grounds to believe that the Affiliate committed some fraudulent act and/or a breach of any of the terms of this Agreement.
9. Without prejudice to the aforesaid, the Company shall pay the Commission Fee to the Affiliate for Qualified Introduced Clients, for as long as the following conditions are met:
  - 9.1. The Affiliate has not made any express or implied falsified and/or misleading representations or warranties regarding the Company's services.
  - 9.2. The Affiliate has not acted beyond the scope of Services set out in this Agreement.
  - 9.3. There is no reasonable suspicion by the Company that the Referred Client has entered into a business relationship with the Company for the benefit of earning compensation for the Affiliate.
  - 9.4. The Affiliate complied with the provisions of this Agreement.
  - 9.5. No bonus schemes and/or trading benefits were promised and/or otherwise communicated by the Affiliate to the Qualified Introduced Client.
  - 9.6. There is no reasonable indication or suspicion that the Affiliate has facilitated, enabled, performed and/or attempted to perform any fraudulent activity, including market abuse and insider dealing.