

FXTM Partners: Introducing Partnership Agreement

December 2023

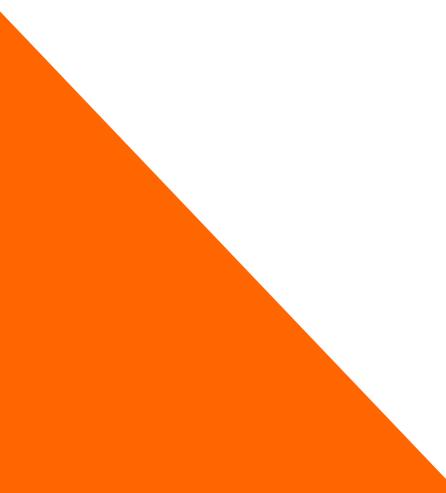


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1. INTRODUCTION

- 1.1. This Introducing Partnership Agreement (hereinafter referred to as the “**Agreement**”) is entered by and between Exinity Limited (hereinafter referred to as “**FXTM Partners**”), registered in the Republic of Mauritius with Registered No. 119470 C1/GBL, operating under the tradename “FXTM Partners” and the individual who has completed the application to become an Introducing Partner (hereinafter referred to as “**the Introducer**”). FXTM Partners and the Introducer shall be sometimes referred to herein as the “**Parties**”.
- 1.2. FXTM Partners operates as a service provider of FXTM with regards to online marketing, advertising and promotion of FXTM Products and Services.
- 1.3. This Agreement governs the contractual relationship between the Introducer and FXTM Partners, by which the Introducer can, subject to the present terms and conditions, be remunerated for introducing Clients to the Company.
- 1.4. The Introducer is engaged in the business of introducing Clients in respect of financial services transactions and agrees to act as a mediator between FXTM Partners and Clients for the purposes of carrying out all the necessary preparatory work for the conclusion of an agreement between the Company and a Client.
- 1.5. The Introducer, if required under Applicable Laws, shall be registered as an Introducer, or in some other capacity which authorizes the Introducer to undertake and provide FXTM Partners the services contemplated under this Agreement.

2. INTERPRETATION OF TERMS

- 2.1. For the purposes of the present Agreement, the following terms shall be interpreted as follows:

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

“**Active Client**” shall mean a Client who has made a minimum of one Completed Transaction during the payment cycle.

“**Agreement**” shall mean this Introducing Partnership Agreement.

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

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

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

“**Client**” shall mean any person, whether an individual 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.

“**Compensation**” shall have the meaning as set out in Clause 5 herein.

“**Company**” shall mean Exinity Limited, or its affiliated corporate entities listed in Appendix A to the present Agreement.

“**Completed Transaction**” shall mean two counter deals of the same size above 60 seconds (opening a position and closing a position) buy then sell and vice versa.

“**Discretionary Services**” shall mean opening/closing positions or placing/modifying/deleting Orders on behalf of a Client on a discretionary basis and any and all other actions that may be undertaken by a Client under the Operative Agreements with the Company that the Introducer carries out on the Client’s behalf.

“**Dormant or Inactive Account**” shall mean Introducer’s account where the Introducer has not introduced any Clients or where the Introducer’s Clients have not transacted with FXTM for a period of six (6) consecutive months.

“Effective Date” shall be the date upon which the Introducer agrees to the Terms and Conditions of the present Agreement.

“Existing Client” shall mean:

- a) a Client who already has a trading account with the Company at the moment when the Introducer solicits the Client for the first time, or
- b) a Client who has been introduced by the Introducer and has opened a trading account with the Company.

“Force Majeure Event” shall have the meaning as set out in Clause 14.1 herein.

“FXTM” shall mean the Company licensed to operate under the FXTM brand and available on the FXTM Website.

“FXTM Partners Website” shall mean www.fxtmpartners.com.

“FXTM Products and Services” or **“Services”** shall mean all and any trading financial instruments offered by FXTM, including but not limited to, CFDs on foreign exchange, CFD's on commodities, CFDs on spot metals, stock CFDs and CFDs on Indices as stated on the Website.

“Intellectual Property Rights” shall mean patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, website content, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

“Introducing Partner” or **“Introducer”** shall mean any independent person, whether an individual or a company, acting in the course of business and engaged in introducing prospective Clients to the Company for transactions in FXTM Products and Services, after obtaining relevant authorization or being registered in his jurisdiction in order to do so, as applicable and after relevant supervision of FXTM Partners.

“Introducer’s Panel” shall mean the secure Introducer interface area (or backend) where all Introducers login in order to view all their data, get Introducers’ links, view statistics, complete/update their payment profile and access promotional tools.

“Introducer’s Partner link” shall mean the unique link or personalized ID which is used to identify Introducer activities and introduce Clients to the Company.

“Operative Agreements” shall mean the agreements entered into by the Client and the Company that govern all trading activity of the Client as these may be found in the Account Opening Agreements section of the FXTM Website.

“Payment Cycle” shall mean the period within which Introducer Compensation is accrued and payable.

“Promotional Material” shall mean promotional, advertising, communication and educational materials that relates to the FXTM Partners, its products and services or relates to the introduction of a Prospective Client or Transaction in an Existing Client’s trading account and were provided to an Introducer on the FXTM Partners Website for the purpose of the present Agreement or made by an Introducer based on prior FXTM Partner’s consent. Promotional materials include, but is not limited to, published written texts, images, SMS, training materials, logos, banners, promo links, trade names, trademarks, including, without limitation any promotional marketing giveaways or similar identifying material, audio and video material, computer-based material, web sites, display panels and similar.

“Spread” shall mean the difference between Ask and Bid.

“Trading Account” shall mean the unique personified registration system of all Completed

Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Trading Platform.

“**Transaction**” shall mean any contract or transaction entered into or executed by the Client or on behalf of the Client arising under the Operative Agreements.

“**Written Notice**” shall have the meaning set out in Clause 8 herein below.

“**FXTM Website**” shall mean www.forextime.com or such other website as FXTM may maintain from time to time for access by Clients.

- 2.2. Unless otherwise provided in this Agreement, capitalized terms used but not defined shall have the meaning ascribed to them in the Operative Agreements.

3. COMMENCEMENT

- 3.1. This Agreement shall bind the Introducer on the Effective Date and FXTM Partners on the day of approval of the Introducer and shall continue unless or until terminated by either Party in accordance with Clause 9 herein below.

4. INTRODUCER'S PARTICIPATION CONDITIONS (RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES)

- 4.1. In order for an Introducer to be considered for participation by FXTM Partners in the Introducer Program, the Introducer shall complete and submit the online application/questionnaire within the private section of the Introducer Panel at [FXTM Partners Website](#) and accept this Agreement online.
- 4.2. The Introducer undertakes to have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform the obligations under this Agreement, without the approval or consent of any other party or confirms to be qualified under any applicable regulatory requirements to offer the services mentioned in this Agreement.
- 4.3. If the Introducer is a company or a legal entity, then the person agreeing to this Agreement on behalf of that company or entity hereby represents and warrants shall be authorized and lawfully able to bind that company or entity to this Agreement and the company shall have the full right, power and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other third party.
- 4.4. The Introducer represents and warrants, where it applies, to be qualified under any applicable regulatory requirements to offer FXTM Partners, the products and services mentioned in this Agreement, and that all actions that shall be performed by the Introducer shall comply with the Applicable Laws. The Introducer hereby acknowledges that is solely responsible for being updated on all matters that are related to the Applicable Regulations.
- 4.5. FXTM Partners shall evaluate the Introducer's application in good faith and shall notify the Introducer of FXTM Partners acceptance or rejection in a timely manner. If the Introducer's application is rejected, for any reason, the Introducer may reapply only once the Introducer has rectified the issues which lead to his or her rejection.
- 4.6. Once the Introducer registers, provides his contact e-mail address and creates a password, the Introducer shall be granted access to the secure Introducer Panel. From this Introducer Panel the Introducer shall be able to access information with regards to the Introducer's performance and commissions.
- 4.7. The Introducer shall provide FXTM Partners, sufficient proof of identity documentation, and where applicable, proof of address, as these may be requested from time to time. FXTM Partners shall exercise due skill, care and due diligence when entering into, managing or terminating any arrangement with an Introducer and may provide the Introducer with an

appropriate and effective training in relation to the Services provided under this Agreement and the Introducer shall be obliged to follow as per the Agreement.

- 4.8. The Introducer shall provide true and complete information to FXTM Partners, as these may be requested from time to time, about the Introducer activities, blog, website, social media profile or any other information directly or indirectly related to the terms of the present Agreement and shall notify FXTM Partners promptly in case of any changes.
- 4.9. The Introducer, upon the commencement of this Agreement, shall immediately provide FXTM Partners sufficient proof of ownership of the Introducer's blog or website or social media profile or otherwise, as these may be requested from time to time.
- 4.10. The Introducer shall be aware of the contents and understand the FXTM Partners' compliance and where applicable, the Company's Anti Money Laundering Policies, which may be modified from time to time, and shall agree to operate in accordance with the policies and procedures contained therein.
- 4.11. The Introducer shall always maintain in force all necessary registrations, authorizations, consents and licenses to be enabled to fulfil his or her obligations under this Agreement, has the ability, sufficient resources, and capacity to enter into this Agreement and shall fully comply with all Applicable Laws (including but not limited to financial services regulations, data protection, trademark, copyright and anti-spamming rules) applicable to the Introducer or to the jurisdiction in which the Introducer is resident or carry on business.
- 4.12. Whenever requested, the Introducer shall supply details and evidence of its status and business and of the licensing or authorization requirements applicable to the Introducer's activities at FXTM Partners' request.
- 4.13. The Introducer shall not be entitled to receive any type of compensation when this is linked to the Introducer's personal/own trading activity with the Company and FXTM Partners shall have the right to supervise the Introducer effectively, in order to manage or exclude any risks that might be associated with this issue or any other issue related to the Introducer under this Agreement and generally assess the standard performance of the Introducer, retaining the necessary expertise and resources in order to do so.
- 4.14. To promote and market the FXTM Products and Services the Introducer shall use only the Promotional Material provided directly from FXTM Partners. In case promotional materials is to be prepared by the Introducer, the Introducer shall provide these promotional materials to FXTM Partners and obtain prior written approval before use of such promotional materials. From the moment when such promotional materials are prepared based on a pre-approval as stated before, such promotional material shall become the property of FXTM Partners. Promotional material, the same as landing pages and other materials prepared by an Introducer in due course of this Agreement, shall be used only after the Introducer has obtained written approval before they are launched, only for the purpose of this Agreement and shall obtain Introducer's logo and a disclaimer that shall state the following:

"All materials are prepared by the Introducer of FXTM Partners and FXTM Partners bear no responsibility regarding provided information or materials. All claims should be addressed to the Introducer of FXTM Partners, all rights of FXTM Partners are reserved and FXTM Partners brand and logo could not be used without prior written consent of FXTM Partners."
- 4.15. To perform the Services described in this Agreement, the Introducer shall bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities related to the said Services.
- 4.16. FXTM Partners, holds the right to monitor the Introducer's site, website, blog, social media profile or any other websites associated with the Introducer as deemed necessary and to make sure at all times that this Agreement does not result in the delegation by senior management of its responsibility or obligations under Applicable Regulations and to ensure that:
 - a) it is up-to-date and to notify the Introducer of any changes that FXTM Partners consider that could enhance the Introducer's performance, instructions which the Introducer is

obliged to follow or comply with.

- b) it contains relevant promotional materials;
- c) it does not breach the IP rights and other proprietary rights of FXTM Partners;
- d) the content of the promotional material is clear, fair, not misleading and not aggressive;
- e) it is in compliant with the provisions of this Agreement;
- f) the Introducer upon FXTM Partners' request shall provide all necessary website raw data files and access to the accounts of activities' monitoring including accounts change history where necessary. Such access shall be provided within 24 hours.

4.17. Any Promotional Material developed or created by FXTM Partners and placed or used by the Introducer, is owned by FXTM Partners and, except for the purpose of this Agreement, shall not be used by the Introducer solely or in conjunction with any third party, without the prior written consent of FXTM Partners. FXTM Partners reserve the right, at any time, to review the Introducer's placement of Promotional Material for the purpose of the present Agreement and approve its use of the Introducer's Links. Further, FXTM Partners may require that the Introducer changes the placement or use of such promotional material in order to comply with applicable FXTM Partners requirements such as:

- a) the Introducer's website or social network should have a link directing prospective Clients to FXTM Partners Website;
- b) FXTM Partners' Promotional Material could be provided to the prospective Client only with the prior written approval of FXTM Partners;
- c) the Introducer is obliged to place in an obvious location on the Introducer's website its capacity as Introducer alongside the name of FXTM Partners and Services to be provided.

4.18. Throughout the period that this Agreement shall be in force, the Introducer undertakes the responsibility to act in good faith at all times and shall not make any false or misleading representations or statements with respect to FXTM Partners, the Introducer Program, FXTM Products and Services provided or engage in any other practice which may affect adversely the image, credibility or the reputation of FXTM Partners.

4.19. The Introducer undertakes the strict responsibility not to take, assist, cause due to any act or omission, directly or indirectly to FXTM Partners or FXTM Products and Services the following (list is not exhaustive):

- a) using any website for unlawful activities, or having any content on his or her website, that is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third-party rights and shall not link to any such material;
- b) violates any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about FXTM Partners or FXTM Partners activities and business; or
- c) contains software downloads that potentially enable diversions of commission from other Introducers in this Introducer Program.

4.20. Without prejudice to the foregoing, FXTM Partners shall not be responsible, and the Introducer shall bear sole responsibility for any unlawful, illegal acts and omissions, including but not limited to the use of another person's copyrighted material or other intellectual property in violation of the applicable law or any third-party rights.

4.21. FXTM Partners reserves the right at its absolute discretion to: (a) terminate this Agreement and the Introducer's participation in the Introducer Program; (b) detach a Client from the Introducer; (c) cancel all orders and annul all profits; or (d) remove and deduct any Promotional Material which might be offered from time to time from the Introducer's account or the Client's account, with immediate effect when this is in the interest of its Clients, without

any severe detriment, should the Introducer or any of the Introducer's Clients commit or, FXTM Partners suspect that the Introducer or any of the Introducer's Clients commits any fraud in the use of or abuse of the FXTM Partners Introducer Program or any attempt of collusion or manipulation or arbitrage or other forms of deceitful or fraudulent trading or other activity or breach of the terms and conditions of this Agreement or breach the conditions set out in Appendix B or breach the relevant Applicable Laws, and FXTM Partners shall not be liable to the Introducer for any commissions resulting from such fraud, breach or abuse detected or suspected. FXTM Partners shall have the right to also take appropriate measures against the Introducer and inform at the same its clientele through its website for this termination.

- 4.22.** The Introducer shall be prohibited to use the Promotional Materials, or any other information provided by FXTM Partners in order to encourage users of its website or Prospective Clients of FXTM Partners to entrust the Introducer with funds for management or to offer in any way investment advisory services to Prospective Clients on behalf of FXTM Partners. FXTM Partners shall have the right to regularly verify or monitor that the Introducer does not proceed to any of these actions as stated hereunder and the Introducer agrees to such monitoring and provide all the necessary assets upon request within 24hours.
- 4.23.** The Introducer shall not transmit to or in any way, whether directly or indirectly, expose FXTM Partners Website, content, platform and any other FXTM Partners or Company property to any computer virus or other similarly harmful or malicious material, virus or device.
- 4.24.** The Introducer shall not cause or assist by any act or omission in the creation or design of any website, which explicitly or impliedly resembles the FXTM Partners or FXTM Website or leads Clients to believe the Introducer is FXTM Partners or any other Introduced business.
- 4.25.** The Introducer shall promptly inform or disclose to FXTM Partners of any development or information or act of a third party that h become known to the Introducer that could potentially harm or have a material impact on FXTM Partners, FXTM, FXTM Products & Services or their reputation in any way and manner.
- 4.26.** The Introducer cannot use or register a domain name or utilize through any search engine activity within any territory, keywords, search terms or any other brand identifiers for the Introducer activities with the name of FXTM, FOREXTIME or FXTM Partners or any other similar words or phrases which may cause confusion without the main brand's prior written consent, of FXTM Partners. The Introducer shall add brand terms as negatives and actively target the brand through any media platforms settings where applicable. This includes, but is not limited to PPC, Social media (including videos), mobile networks and display networks.
- 4.27.** FXTM Partners reserves the right to request direct read only access to any paid search account for the purposes of monitoring keyword activity and the change history of an account at any time. Access shall be granted within 24 hours of such a request. Access shall be granted to FXTM Partners or the relevant authorities regarding all relevant data, books or even premises of the Introducer under this Agreement, for the purpose of more efficient monitoring.
- 4.28.** The Introducer shall not introduce to FXTM Partners or Prospective Clients from jurisdictions to which FXTM Partners do not offer services including: the USA, Mauritius, Japan, British Columbia, Quebec, Saskatchewan, Haiti, Suriname, the Democratic Republic of Korea, Puerto Rico, the Occupied Area of Cyprus, the Islamic Republic of Iran, Switzerland, Canada, Hong Kong and any other country listed on FXTM Website.
- 4.29.** As such, the Introducer shall not be entitled to compensation in the circumstances where such Prospective Clients or Clients are introduced from jurisdictions which are excluded in Clause 4.28 above.
- 4.30.** Where an Introducer acts outside the scope of this Agreement or is in breach of any of the provisions of the Introducer Program, FXTM Partners shall have the right to cease the cooperation and take all the necessary measures against the Introducer, informing, at the same time, its' Clients through FXTM Partners Website or FXTM Website, for such a

termination.

- 4.31. FXTM Partners shall have the right to maintain registries or records with the Introducer, their associated Clients and the activities being carried out under this Agreement and the Introducer shall bear the responsibility to provide such records or reports to FXTM Partners on a monthly basis or as otherwise agreed between FXTM Partners and the Introducer.

5. COMPENSATION

- 5.1. The Introducer's compensation is paid subject to the terms provided in Appendix B herein, as these may be amended from time to time at FXTM Partners absolute and sole discretion by giving at least three (3) business days prior written notice by e-mail to the Introducer or by announcement on the FXTM Partner Website or FXTM Website or within the Introducer's Panel.
- 5.2. When requested, at its own discretion, FXTM Partners may quote a wider Spread for certain Currency Pairs for Clients introduced by the Introducer and FXTM Partners shall pay to the Introducer the total of the wider spread or part thereof, as set out in the Payment Terms to this Agreement when applicable.
- 5.3. When requested, FXTM Partners may charge Clients, introduced by the Introducer, additional commissions or mark-ups and pay these amounts to the Introducer in accordance with clause 5.4 of this Agreement. The Introducer agrees that FXTM Partners shall determine, in its sole discretion, the maximum commission or mark-up charge allowable on each Transaction. FXTM Partners reserves the right to alter or amend its schedule of allowable commissions or mark-ups, at any time upon Written Notice to the Introducer.
- 5.4. In addition to amounts payable in accordance with clauses 5.1 and 5.2, FXTM Partners may pay to the Introducer additional compensation as set out in the Payment Terms regarding the number, volume and value of deposits of the Clients.
- 5.5. In the event where the Client of the Introducer opens a promotional account or is eligible to receive any bonus or promotion by FXTM Partners, the Payment Terms shall not apply, and compensation shall be paid to the Introducer at such rate as shall be determined by FXTM Partners. The Introducer shall have a right to receive the varied payment terms, subject to giving such notice to FXTM Partners in writing.
- 5.6. Without prejudice to the foregoing, FXTM Partners may cancel the compensation in Appendix B, annul any accrued payout, amend the terms of Appendix B, the terms of the present Agreement, terminate the Agreement or close any accounts with immediate effect if:
- FXTM Partners is of the reasonable opinion that any of the transactions entered into or executed by the Client under the Operative Agreements, are being opened and closed just for the benefit of earning compensation for the Introducer (often referred to as "churning"); or
 - Some form of abuse or market abuse or market manipulation may have taken place; or
 - The Introducer is found in breach of any term of this Agreement.
- 5.7. The Introducer shall not be entitled to earn the Introducer's compensation from trading own personal Trading Account.
- 5.8. FXTM Partners shall pay compensation to the Introducer for completed trades in real time, save where FXTM Partners has notified the Introducer otherwise by Written Notice. FXTM Partners reserve the right to alter or amend this clause at any time upon Written Notice to the Introducer.

6. INTRODUCER RELATIONSHIP AND ACTIVITIES

- 6.1. The Introducer shall act as a mediator between FXTM Partners and Introducer's Clients for

enhancing the quality of service offered to Introducer's Clients as well as introducing or explaining the services offered by FXTM Partners to Introducer's Clients. As a mediator, the Introducer shall do all that is necessary in order for FXTM Partners and Introducer's Clients to enter into a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between the Company and the Client.

- 6.2.** The Introducer shall assist prospective Clients in completing account registration forms for opening an account with the Company.
- 6.3.** The Introducer shall translate documents, where needed, for FXTM Partners as well as explain to the Introducer's Clients the services offered by the Company.
- 6.4.** Without prejudice to the obligations of the Introducer under this Agreement and specifically the service of acting as a mediator between FXTM Partners and the prospective Client for the conclusion of a financial transaction, including the presentation and analysis of the financial products of FXTM Partners bear no responsibility and have no liability for any advice or recommendation or decision provided by the Introducer to the Client.
- 6.5.** Each Client introduced to FXTM Partners by the Introducer shall be eligible to become a Client and shall open an account with the Company, by:
 - a) Completing the "Online Application Form", or if is a legal entity an offline application form;
 - b) Sending, as a minimum, documents proving the Client's identity and address, or
 - c) Providing requested company documentation, shareholders' details and directors' proof of address and identification, as a minimum, in respect of a client profile registered in the name of a Legal entity.
- 6.6.** FXTM Partners reserve the right not to recognize any Client as introduced by the Introducer if the Client does not provide the Introducer identification number during the initial client registration process or in the Client's MyFXTM within three calendar days after the completion of the registration.
- 6.7.** FXTM Partners reserve the right to determine, in their sole discretion whether a Client has been introduced by the Introducer if the Client's registration was not carried out in accordance with clause 6.5.
- 6.8.** FXTM Partners shall not allow the Client to insert, update or change the referred Introducer after three calendar days from the date of the Client's registration.
- 6.9.** FXTM Partners shall only consider a request for linking a Client to an Introducer if the request is raised in the Client's MyFXTM within three calendar days from the date of the Client's registration.
- 6.10.** FXTM Partners reserve the right not to accept the Client as being introduced by the Introducer and not to pay to the Introducer the compensation for the Completed Transactions made by such Client, if:
 - a) The Client opens a trading account with the Company within three calendar days before the Client is introduced by the Introducer, or
 - b) The Client already has a client profile with the Company, or any associated entity more than three calendar days before the Client is introduced by the Introducer.
- 6.11.** FXTM Partners have the right to reject any potential Client who does not meet the criteria detailed in the Company's internal compliance procedures and the Introducer hereby agrees that all new account applications shall be approved by the Company in writing before trading is allowed to commence.
- 6.12.** Removal/Transfer of Clients:
 - a) If a Client informs FXTM Partners to be removed or transferred or unlinked from an Introducer, FXTM Partners shall, from the date of that communication, cease paying the Introducer any compensation and the Introducer shall have no further rights in

respect of the unlinked Client. Under no circumstances shall FXTM Partners be liable for any consequences of any such removal from an Introducer or transfer to another Introducer.

- b) Any indication or suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity relating to the removal or transfer of Clients between Introducers, shall entitle FXTM Partners, to take any action they deem fit and proper in their sole and absolute discretion, including but not limited to the annulment of any compensation or termination of this Agreement.

7. LIMITATIONS OF LIABILITY AND INDEMNITY

- 7.1.** FXTM Partners shall not be liable to the Introducer with respect to any subject matter of this Agreement under any contract, negligence, tort, strict liability, or other legal or equitable principle for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits or lost business) even if FXTM Partners have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this Agreement, in no event shall FXTM Partners cumulative liability to the Introducer arising out of or related to this Agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable principles, exceed the total commission fees paid to the Introducer under this Agreement.
- 7.2.** FXTM Partners make no express or implied representations or warranties regarding their services, website, products or services provided therein, any implied warranties of FXTM Partners ability, fitness for a particular purpose, and noninfringement are expressly disclaimed and excluded. In addition, FXTM Partners make no representation that the operation of their site shall be uninterrupted or error free, and we shall not be liable for the consequences of any interruptions or errors.
- 7.3.** The Introducer shall indemnify FXTM Partners and keep FXTM Partners indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which FXTM Partners suffers or incurs as a direct or indirect result of any act of omission of the Introducer in connection with its relationship with FXTM Partners or any Client introduced by the Introducer to FXTM Partners or any failure by the Introducer to perform any of the Introducer's obligations under this Agreement or any breach of any provision of this Agreement including without limitations, any refusal or failure to provide any authorization as FXTM Partners may require, whether under clause 4.11 or otherwise.
- 7.4.** Unless specifically provided in this Agreement, FXTM Partners shall in no circumstances be liable to the Introducer for any consequential direct or indirect losses, loss of profits, loss of opportunity, costs, expenses, penalties or damages the Introducer may suffer in relation to this Agreement.
- 7.5.** Subject to the terms of this Agreement, the Introducer agrees to indemnify and hold FXTM Partners, its principals, shareholders, officers, directors, employees, agents and representatives harmless from and against any and all claims, judgments, settlements, expenses damages, costs, penalties (including those stemming from regulators) involving the Introducer's activities or its Clients' accounts including account deficits, loss or losses and expenses (including reasonable legal fees) that they may sustain or become liable or answerable for or shall pay, as a result of any alleged act, practice, conduct or omission of the Introducer or its principals, shareholders, officers, directors, employees, agents or representatives with respect to the Clients introduced to FXTM Partners by the Introducer, insofar as such Losses (or actions in respect thereof) arise out of the breach of this Agreement.

8. WRITTEN NOTICE

- 8.1.** Unless the contrary is specifically provided in this Agreement, any Written Notice under this

Agreement may be made or given by any of the following means:

- a) email;
 - b) published on the FXTM Partners Website or within the Introducer Panel.
- 8.2.** The Introducer warrants herein that all contact information disclosed to FXTM Partners in accordance with this Agreement shall be true, correct and accurate. Any attempt by FXTM Partners to contact the Introducer unsuccessfully due to incorrect communication data provided (e.g., postal address, email address or fax numbers) by the Introducer, shall result to the immediate suspension or termination of the Agreement.
- 8.3.** Any such Written Notice shall be deemed to have been served:
- a) if sent by email, within one hour after emailing it;
 - b) if posted on the FXTM Partners Website or within the Introducer Panel, within one hour after it has been posted.
- 8.4.** For the purposes of this clause, “business hours” mean between 10:00 and 17:00 GMT on a Business Day (Monday - Friday).

9. AMENDMENT AND TERMINATION

- 9.1.** The Introducer acknowledges that FXTM Partners have the right to unilaterally modify the terms of this Agreement, addendum or appendices at any time and at their sole discretion, giving to the Introducer at least 3 (three) Business Days Written Notice or by posting the modification on FXTM Partners Website and the Introducer shall have an option to terminate the present Agreement by giving notice in writing.
- 9.2.** The Introducer may terminate this Agreement with immediate effect by giving Written Notice to FXTM Partners.
- 9.3.** FXTM Partners may terminate this Agreement at their own discretion with immediate effect by giving Written Notice to the Introducer.
- 9.4.** Upon termination of the Agreement, the Introducer is obliged to return to FXTM Partners the promotional marketing giveaways, or the Introducer shall withdraw such Promotional Material upon termination of the said Agreement.
- 9.5.** Termination of this Agreement shall have the effect of termination of the compensation arrangement as set out hereto with immediate effect. Any such termination shall not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination.

10. PERSONAL DATA AND RECORDING OF TELEPHONE CALLS

- 10.1.** FXTM Partners may process, use, store or otherwise process personal information provided by the Introducer.
- 10.2.** By entering into this Agreement, the Introducer shall be consenting to the transmittal of the Introducer's personal data (or have obtained consent from individuals working on the Introducer's behalf) outside the European Economic Area.
- 10.3.** The Introducer agrees that FXTM Partners may pass information about the Introducer which the Introducer has provided to affiliates of the Company or to third parties in order to assist FXTM Partners to process or analyze the relevant information as a part of fulfilling FXTM Partners obligations under this Agreement. Should the Introducer be unwilling for FXTM Partners to transmit or process Introducer's personal data or Introducer's personal data to be used for such purposes, the Introducer shall give FXTM Partners Written Notice.
- 10.4.** Such personal data may also be used for marketing purposes, or to conduct research for FXTM Partners or its affiliates that may use the personal data to bring to the attention of the

Introducer products and services that may be of interest to the Introducer. If the Introducer does not wish the Introducer's personal data to be held for such purposes, the Introducer shall give FXTM Partners Written Notice.

- 10.5.** Telephone conversations between the Introducer and FXTM Partners may be recorded, monitored or processed. The Introducer, by entering into this Agreement expressly consents to FXTM Partners to record or process these telephone conversations or electronic communications. All instructions received by telephone shall be binding as if received in writing. Any recordings shall be and remain the sole property of FXTM Partners and shall be accepted by the Introducer as conclusive evidence of the instructions or conversations so recorded. The Introducer agrees that FXTM Partners may deliver copies of transcripts of such recordings to any court, regulatory or government authority. A copy of the records kept in accordance with this clause shall be provided to the Intermediary upon request and shall be kept for a period of five years and where requested by any competent authority, for a period of up to seven years from the date of creation of the record.

11. CONSENT TO DIRECT CONTACT

- 11.1.** The Introducer expressly invites FXTM Partners, for the purpose of administering the terms of this Agreement or otherwise marketing financial services and products, from time to time, to make direct contact with the Introducer by telephone, fax or otherwise.
- 11.2.** The Introducer consents to such communications and acknowledges that such communication would not be considered by the Introducer as being a breach of any of the Introducer's rights under any Applicable Regulations.

12. CONFIDENTIALITY

- 12.1.** All confidential information, including, but not limited to, any business, technical, financial, and Client information disclosed by FXTM Partners or acquired by the Introducer during negotiation or the effective term of this Agreement, shall remain the sole property of FXTM Partners. Without prejudice to the foregoing, information of a confidential nature shall be treated as such provided that such information is not already in the public domain. Information of a confidential nature shall only be disclosed to any person other than an associated entity of FXTM Partners, in the following circumstances:
- a) where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over FXTM Partners or the Introducer;
 - b) to investigate or prevent fraud or other illegal activity;
 - c) if it is in the public interest to disclose such information; and
 - d) as provided in the Operative Agreements of FXTM Partners.
- 12.2.** Both Parties have sound mechanisms in place to guarantee the security and authentication of the means of transfer of information, to minimize the risk of data corruption and unauthorized access and to prevent information leakage maintaining the confidentiality of the data at all times.
- 12.3.** The rights granted by this section of the Agreement shall be in accordance with FXTM Partners' [Private Policy](#) available on the FXTM Website and in line with any Applicable Regulations.

13. PROPRIETARY PROPERTY

- 13.1.** Subject to terms and conditions of this Agreement, FXTM Partners hereby grant to the Introducer, for the duration of this Agreement, a non-exclusive and revocable license to use Proprietary Property.

- 13.2. Proprietary Property, regardless of the author, shall remain the sole property of FXTM Partners and shall be accounted for and returned by the Introducer to FXTM Partners on demand. It is expressly understood that the Introducer's license to the use or possession of Proprietary Property is to fulfil its obligations to FXTM Partners under this Agreement and that the Introducer has no other right or proprietary interest in the Proprietary Property other than the license provided in this clause.
- 13.3. In the event of the termination of this Agreement for any reason, the Introducer shall promptly surrender, and deliver to FXTM Partners, Proprietary Property, including but not limited to, all materials, equipment, documents and data pertaining to its relationship with, or to any Proprietary Information of, FXTM Partners, including all copies thereof.
- 13.4. The Introducer agrees to indemnify FXTM Partners and keep them indemnified at all times against all or any costs, claims, damages or expenses incurred, or for which they may become liable, with respect to any Proprietary Property infringement claim or other claim relating to the provision of services supplied by the Introducer to FXTM Partners during the course of this Agreement.

14. FORCE MAJEURE

- 14.1. FXTM Partners shall not be liable for the non-performance or improper performance of their obligations under this Agreement, should FXTM Partners be 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 FXTM Partners' workforce; discontinuance or suspension of the operation of any Market; failure of communication for any reason with Market makers, mal-functioning 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 FXTM Partners which may suddenly or drastically affect the prices in the Underlying Asset / Market as well as any other event, act or circumstances that will have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within FXTM Partners' reasonable control, and the effect of that event(s) is such that FXTM Partners are not in a position to take any reasonable action to prevent.
- 14.2. If FXTM Partners determine in their reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) FXTM Partners may without prior Written Notice and at any time take or omit to take all such actions as they deem to be reasonably appropriate in these circumstances.

15. DORMANT ACCOUNT POLICY

- 15.1. FXTM Partners, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and close the Introducer's account after the period of six (6) consecutive months of inactivity in the following cases:
 - a) where remaining pending commissions balance or wallet balance of Introducers account is greater than 1 USD and the Introducer account is deemed Dormant or Inactive Account.;
 - b) where an Introducers Dormant or Inactivate Account(s) has a zero pending commissions balance;
 - c) where remaining pending commissions balance or wallet balance of Introducers

account is up to 1 USD and the Introducer account is deemed Dormant or Inactive Account.

- 15.2. In case the Introducer has a Dormant or Inactive Account with a pending commissions balance or wallet balance and FXTM Partners decide to close the Introducer's Account in accordance with Clause 15.1. a), FXTM Partners shall provide a written notice to the Introducer with a notice period of thirty (30) calendar days, during which the Introducer has the right to withdraw the pending balance from the Introducers Account. After the notice period the Introducer's Account shall be closed and FXTM Partners reserve the right to use the remaining Introducer's Account pending commission balance or wallet balance at its own discretion and waive any or all payments or fees at its own and absolute discretion.
- 15.3. In case Introducer has a Dormant or Inactive Account with zero pending commissions balance and FXTM Partners decide to close the Introducer's Account in accordance with Clause 15.1. b), FXTM Partners shall provide a written notice to the Introducer with a notice period of three (3) business days, after which the Introducer Account shall be closed.
- 15.4. In case Introducer has a Dormant or Inactive Account with remaining pending commissions balance or wallet balance up to 1 USD and FXTM Partners decide to close the Introducer's Account in accordance with Clause 15.1. c), FXTM Partners shall provide a written notice to the Introducer with a notice period of three (3) business days, after which the Introducer Account shall be closed. FXTM Partners shall have the right to deduct this remaining balance and use it for charity purposes at its absolute discretion.
- 15.5. FXTM Partners shall have the right to remove any bound, linked, or referred clients if the Introducer's Account is closed due to the Dormant Accounts Policy in clause 15 or upon termination of this Agreement by either Party.

16. MISCELLANEOUS

- 16.1. In the event that a situation arises that is not covered under this Agreement, FXTM Partners shall resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 16.2. No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by FXTM Partners shall constitute a waiver by FXTM Partners or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under this Agreement or at law.
- 16.3. Any liability of the Introducer to FXTM Partners under this Agreement may in whole or in part be released, compounded, compromised or postponed by FXTM Partners in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by FXTM Partners of a breach of any of the terms of this Agreement or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by FXTM Partners of a breach of any of the terms of this Agreement or a default under these terms shall not prevent FXTM Partners from subsequently requiring compliance with the waived obligation.
- 16.4. The rights and remedies provided to FXTM Partners, under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 16.5. Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Introducer and FXTM Partners.
- 16.6. The Introducer shall not represent itself as agent of FXTM Partners and the Introducer shall have no authority or power to bind FXTM Partners or to contract in the name of or create a liability against any of these.
- 16.7. The Introducer agrees to inform FXTM Partners about all facts and circumstances, Introducer becomes aware of, that may result in undesired consequences (risks) for FXTM Partners.

- 16.8.** FXTM Partners 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 five (5) Business Days following the day the Introducer is deemed to have received notice of the assignment in accordance with this Agreement.
- 16.9.** The Introducer may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Introducer's rights or obligations under this Agreement without prior written consent of FXTM Partners and any purported assignment, charge or transfer in violation of this term shall be void.
- 16.10.** 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.
- 16.11.** The Introducer shall inform FXTM Partners of any other business activities entered into by the Introducer during the term of this Agreement and shall provide FXTM Partners with information, as requested, regarding such activity.
- 16.12.** 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.
- 16.13.** The Introducer agrees to inform FXTM Partners about all the facts and circumstances it becomes aware of, that may result in undesired consequences (risks) for FXTM Partners.
- 16.14.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius.
- 16.15.** With respect to any proceedings, the Introducer irrevocably:
- a) Agrees that the courts of the Republic of Mauritius shall have exclusive jurisdiction to determine any proceedings,
 - b) Waives any objection which the Introducer may have at any time to the bringing of any proceedings in any such court, and
 - c) Agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Introducer.
- 16.16.** Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.