



EXNESS (SC) LTD (FSA License Number SD025),
9A, CT House, 2nd Floor, Providence, Mahe, Seychelles
Website: www.exness.com, email: support@exness.com

Digital Affiliate Agreement



EXNESS (SC) LTD (FSA License Number SD025),
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Terms and Conditions:

This Digital Affiliate Agreement, along with any applicable Insertion Order (hereinafter the “Agreement”) shall define the conditions and procedures for cooperation between the Digital Affiliate (hereinafter the “Publisher”) and Exness (SC) Ltd (hereinafter the “Advertiser”). The Agreement, with the following documents found on www.exnessaffiliates.com (namely the “Privacy Policy” and where applicable the “Client Agreement” and/or “General Business Terms” and/or the Data Processing Agreement”), as amended from time to time, set out the terms upon which the Publisher will offer Services hereunder to the Advertiser.

1. Definitions

- a) **Affiliated Entity/Entities (“Affiliates”)**: with respect to the Advertiser shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with the Advertiser. The Advertiser may publish to the Site(s) the details of its Affiliated Entities which are providing Services in relation to any trading in financial instruments and to which the Publisher may introduce clients to.
- b) **Client**: any physical person or entity with whom the Advertiser or any of its Affiliated Entities concluded a Client Agreement.
- c) **Client Agreement**: an agreement between the Advertiser or any of its Affiliated Entities and the Client for the provision of Services in relation to any trading in financial instruments offered by the Advertiser and/or any of its Affiliated Entities.
- d) **Confidential Information**: has the meaning given in Clause 11.1.
- e) **CPA** (Cost Per Action) means the fee paid by the Advertiser to the Publisher for each Qualified Trader referred by a Publisher to the Site(s).
- f) **CPL** (Cost Per Lead) and or **CPR** (Cost Per Registration) means the fee paid by the Advertiser to the Publisher for each Referred Client referred to Advertiser’s Site(s) and/or any of its Affiliated Entities’ from Publisher’s performance of its obligations under this Agreement;
- g) **CPI** (Cost Per Install) means the fee paid by the Advertiser to the Publisher for each successful installment of the Advertiser’s official mobile application through the Publisher’s Tracking Link. The CPI may or may not be accompanied by a key performance indicator determined in the Advertiser’s sole discretion and communicated to the Publisher.
- h) **Discloser** means the Party disclosing or providing Confidential Information (either directly or through such Party’s Representatives) to the Recipient or the Recipient’s Representatives.
- i) **Effective Date** means the start date of the Service.



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- j) **Fraud Traffic** means any deposits, revenues or traffic generated through illegal means and/or in bad faith to generate false Publisher Commission and/or defraud the Advertiser, regardless of whether or not it actually causes damage to the Advertiser. Fraud Traffic includes, but is not limited to spam; cold-calling; performing actions which infringes the Client Agreement; false advertising; click fraud, incentive fraud etc; chargeback by a Qualified Trader and/or Referred Client in relation to its deposit(s); deposits generated by stolen credit cards; collusion; manipulation or abuse of the system; creation of false accounts for the purpose of generating Publisher Commission; offers to share the Publisher Commission directly or indirectly with Qualified Traders; unauthorized use of any third-party accounts, copyrights, trademarks, intellectual property; offering or providing unauthorized incentives (financial or otherwise) to potential Qualified Trader either directly or indirectly (including, without limitation, the sharing by the Publisher of the Publisher Commission).
- k) **First Time Deposit (FTD)** means the sum of deposits performed by an Introduced Client, strictly within a twenty-four hour timeframe, counting from the time that the first deposit is made, unless otherwise specified by the Company . The minimum FTD required by an Introduced Client is determined by the Advertiser, in its sole discretion and communicated to the Publisher.
- l) **Group Company:** in relation to a company, any member of its Group.
- m) **Introduced Client:** any physical person or entity who has been introduced by the Publisher to the Advertiser and/or to any of its Affiliated Entities through a Tracking Link and with whom the Advertiser and/or to any of its Affiliated Entities concluded a Client Agreement.
- n) **Investor:** shall have the meaning given under the Client Agreement.
- o) **Law** means any statute, treaty, ordinance, rule, regulation, directive, decision, circular, permit, order, writ, injunction, judicial decision, decree, code or other legally binding requirement of any regulatory and/or governmental authority that may be in effect and applicable to the Advertiser and/or its Affiliated Entities from time to time.
- p) **Promotional Material:** any material provided by the Advertiser to the Publisher and used by the Publisher in order to promote any activity related to the Advertiser and/or its Affiliated Entities or the Site for the purpose of this Agreement, including but not limited to written texts, training materials, advertisements, newsletters, logos, banners, promo links etc.
- q) **Prospective Client:** any physical person or entity who has been introduced by the Publisher to the Advertiser and/or to any of its Affiliated Entities prior to the conclusion of a Client Agreement with the Advertiser and/or with any of its Affiliated Entities .
- r) **Partner Account(s)** means the unique account assigned by the Advertiser to any Publisher for the purpose of receiving the Publisher Commission.
- s) **PM Investor:** shall have the meaning given under the Client Agreement.
- t) **Probation Period:** means a period of two (2) consecutive months from an Introduced Client's First Time Deposit. The Advertiser retains the right to renew the Probation Period for two months in each and every case (if any) that the Publisher has failed to maintain active Qualified Traders for a period of two months.



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- u) **Publisher Commission:** means the amount payable to the Publisher, in accordance with the payment model, based solely and exclusively on the Advertiser's data and calculations as specified on <https://get.exnessaffiliates.help/hc/en-us/articles/4404408086930-Payouts> from time to time.
- v) **"Qualified Trader(s)"** means a distinct, unique Introduced Client, during the term of this Agreement, solely through the Tracking Link; provided that such internet user: (i) is over the age of legal capacity in the applicable jurisdiction; (ii) accesses a Site directly through the Tracking Link, (iii) has not been an active client of the Advertiser and/or of its Affiliated Entities before; (iv) has satisfied the minimum First Time Deposit (FTD); (v) is not located in any country other than those prescribed [herein](#) and/or those countries being accepted by the Advertiser from time to time at its sole discretion; (vi) has been verified and is accepted as a client of the Advertiser and/or of any of its Affiliated Entities under any applicable sign up or identity and/or business verification procedure (KYC/KYB) and/or other procedures which Advertiser and/or of its Affiliated Entities may require from time to time; (vii) has agreed to and accepted the Advertiser's and/or any of its Affiliated Entities' Client Agreement; (viii) is not involved in a Fraud Traffic; (ix) is not a computer generated user, such as a robot, spider, computer script or uses any other automated, artificial or fraudulent method (x) has been approved by the Advertiser's and/or of its Affiliated Entities' AML department; (xi) is not a resident of the Restricted Countries; and (xii) has adequately fulfilled any other qualification criteria that the Advertiser and/or its Affiliated Entities may introduce from time to time at their sole discretion. Without prejudice to any other rights granted to the Advertiser under the provision of this Agreement, it is hereby clarified that neither a Publisher nor any of its Relative(s) are eligible to become Qualified Traders under such Tracking Link, and should Publisher or any of its Relative(s) do so register, the Publisher will not be eligible to receive the applicable and/or pending Publisher Commission or any other compensation whatsoever.
- w) **Recipient** means the Party receiving the Confidential Information (either directly or indirectly through such Party's Representatives) from the Discloser or the Discloser's Representatives.
- x) **Referred Client** means a distinct, unique Introduced Client, during the term of this Agreement, solely through the Tracking Link; provided that such internet user: (i) is over the age of legal capacity in the applicable jurisdiction; (ii) accesses a Site directly through the Tracking Link, (iii) has not been an active client of the Advertiser and/or of any of its Affiliated Entities before; (iv) is not located in any country other than those prescribed in the GEO target section prescribed [herein](#) and/or those countries being accepted by the Advertiser from time to time at its sole discretion; (v) has been verified and is accepted as a client of the Advertiser and/or of any of its Affiliated Entities under any applicable sign up (has completed email and phone number verification) or identity and/or business verification procedure (KYC/KYB) and/or other procedures which Advertiser and/or its Affiliated Entities may require from time to time; (vi) has agreed to and accepted the Advertiser's and/or any of its Affiliated Entities' Client Agreement; (vii) is not involved in and/or does not engage in any Fraud Traffic; (ix) is not a computer generated user, such as



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a robot, spider, computer script or uses any other automated, artificial or fraudulent method (x) has been approved by the Advertiser's and/or its Affiliated Entities' AML department; (xii) is not a resident of the Restricted Countries; and (xiv) has adequately fulfilled any other qualification criteria that the Advertiser and/or its Affiliated Entities may introduce from time to time at its sole discretion. Without prejudice to any other rights granted to the Advertiser under the provisions of this Agreement, it is hereby clarified that neither a Publisher nor any of its Relative(s) are eligible to become Referred Clients under such Tracking Link, and should Publisher or any of its Relative(s) do so register, Publisher will not be eligible to receive the applicable and/or pending Publisher Commission or any other compensation whatsoever.

- y) **Representative(s)** means, with respect to a particular Party, such Party's (i) Affiliates, (ii) officers, directors and employees, (iii) attorneys, accountants and financial advisors, and (iv) officers, directors and employees of such Party's Affiliates, who shall each be legally obligated to observe and perform the obligations of such Party and to keep and treat the Disclosers Confidential Information received hereunder in a manner consistent with the terms hereof.
- z) **Restricted Countries** means any of the jurisdictions/territories to which the Advertiser and/or its Affiliated Entities does not offer Services to, as detailed on the Site, as amended from time to time and/or as determined in the Advertiser's sole discretion
- aa) **Service(s)**: Refers to the Service(s) that the Publisher provides for the Advertiser through its own and its partner's media resources such as internet websites or software applications.
- bb) **Site(s)** without limitation shall mean the websites www.exness.com and www.exnessaffiliates.com that will be used by the Advertiser to communicate to the Publisher from time to time, or any such other website or sub-domain as the Advertiser may maintain from time to time and communicated to the Publisher.
- cc) **Tracking Link or Partner Link** means the unique hyperlink that the Advertiser provides exclusively to the Publisher, enabling the Publisher to refer Qualified Traders to the Site(s) and enables the Advertiser to identify the Publisher that has referred such Referred Clients and/or Qualified Traders for the purpose of calculating Publisher's Commission.
- dd) **Territory** means the country or territories prescribed [herein](#) and/or those being accepted by the Advertiser from time to time in its sole discretion (GEO Target).

2. Service

2.1. The Advertiser desires to have the Publisher perform certain digital advertising and/or other promotional related Services in the Territory and the Publisher agrees to render the Service to the Advertiser subject to the terms of this Agreement.

3. Publisher's rights and Obligations

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



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3.2 Upon execution of the present Agreement, the Advertiser grants to the Publisher a non-exclusive, non-transferable right to direct Prospective Clients to the Site, subject to the terms and conditions of this Agreement, and the Advertiser will provide the Publisher with a Tracking Link linked to the Site(s).

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

4. Advertiser's Rights and Obligations

4.1 The Advertiser and/or any of its Affiliated Entities retains the right to refuse registration to a Client or to any Prospective Client introduced by the Publisher.

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

4.3 The Advertiser has the right to monitor the Publisher's site and request the Publisher to make amendments as deemed necessary and the Publisher is obliged to comply with such amendments.

4.4 The Advertiser and/or its Affiliated Entities undertake to:

- a. Fulfill its obligations under this Agreement in good faith;
- b. Save information about all Introduced Client transactions, for such period as may be reasonably required for the purposes of this Agreement;
- c. Pay Publisher Commission for Introduced Clients, except in the following circumstances:
 - When the Introduced Client and the Publisher are the same person/entity;
 - When the Publisher acts in breach of the terms of this Agreement or if applicable the Client Agreement concluded between the Advertiser and/or its Affiliated Entities and the Publisher as a Client;
 - When one of the reasons mentioned in term 8.4 below prevails.
 - The Introduced Client has been introduced to both the Advertiser and an Affiliated Entity/Entities or to more than one of the Advertiser's Affiliated Entities.

5. Representations and warranties

5.1 The parties hereby represent and warrant that each of the statements below, which are contained in this Section 5 is true, complete, accurate, up to date and not misleading in all material respects on and as of the date hereof.

- a. Each Party is an entity duly organized, validly existing and in good standing (only applicable if the Publisher is an entity and not a natural person).
- b. The execution of this Agreement by an authorised person whose signature is set forth below at the end hereof has been duly authorized by all necessary corporate action of each Party;



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- c. When executed and delivered by the Parties, this Agreement will constitute the legal, valid and binding obligation of the Parties;
- d. The Advertiser warrants that the products/services and the materials for the provision of the Services provided by the Advertiser to the Publisher have been and are in compliance in all material respects with all applicable Laws applicable to the Advertiser and will not violate any legitimate rights enjoyed by any third parties;
- e. The Publisher is over 18 years old and has the capacity to enter into this Agreement.

5.2. Moreover, the Publisher undertakes the following:

- a. To act in good faith and not make any false and/or misleading representations or statements in relation to the Advertiser or the services provided by the Advertiser and/or by any of its Affiliated Entities that the Publisher knows or ought reasonably to know are likely to prejudice or to bring into disrepute in any manner the Advertiser's and/or its Affiliated Entities' business or reputation or that of any of the Advertiser's associates;
- b. To cooperate with the Advertiser to review complaints by any Clients introduced by the Publisher;
- c. To cooperate with the Advertiser and promptly submit any documentation and/or information and/or other evidence required by the Advertiser in relation to the dealings of the Publisher with the Clients, involving the Advertiser in any way whatsoever;
- d. Not knowingly do or commit (or permit to be done or committed) any act, matter or thing that the Publisher knows or ought reasonably to know is likely to put the Advertiser in breach of any of the provisions of the Client Agreement between the Advertiser and/or its Affiliated Entities and the Clients or the provisions of existing Law;
- e. To cooperate with the Advertiser and promptly submit any information and/or documentation required by the Advertiser;
- f. To perform their obligations under this Agreement and otherwise conduct their business and affairs in accordance with such professional and ethical standards as are widely regarded as being best practice and in accordance with any applicable Laws or regulations. The Publisher shall not take any steps which would cause the Advertiser and/or any of its Affiliated Entities to fail to observe the standard of behavior reasonably expected of persons in the Advertiser's position and will comply with all applicable Laws to the Publisher or the Advertiser and disclose to the Advertiser promptly any complaint, regulatory investigation, or disciplinary action or any other development that may have a material impact on the Publisher's ability to provide the Services hereunder;
- g. Upon request of the Advertiser, to provide the Advertiser with all necessary information and/or documentation and/or relating to about the Services rendered under this Agreement and/or the Advertiser and/or its Affiliates;
- h. To notify the Advertiser immediately of any actual or potential contravention of any such Laws and the Advertiser is entitled to assume that any necessary authorisation, license and/or consent remains in effect until the Publisher notifies the Advertiser otherwise;
- i. To notify the Advertiser immediately if any actual or proposed judgment, order, or disciplinary sanction is imposed upon or entered against the Publisher or any other action or claim is taken against them (including without limitation any pending litigation), in relation to their activities under



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the provisions of existing legislation which has or is likely to have a material adverse effect, on the Advertiser's and/or its Affiliates's reputation or financial standing;

- j. The Publisher hereby warrants to the Advertiser that the Service rendered has been and is in compliance in all material respects with all applicable Laws promulgated in Territory;

5.3. The Publisher shall not:

- a. Except as provided herein, promote and/or advertise in any manner the Advertiser and/or its Affiliated Entities and/or any of the Services provided by the Advertiser and/or its Affiliated Entities;
- b. alter, adapt, reproduce, enhance, translate, reverse engineer, decompile, disassemble or otherwise modify or engage in any other manipulation of the promotional and/or digital advertising material provided by the Advertiser in relation to the Services.
- c. Unless otherwise expressly agreed between the Parties, contact or interact in any way with Prospective Clients and/or Introduced Clients;
- d. Accept money from Prospective Clients and/or Introduced Clients on behalf of or for the benefit of the Advertiser and/or of its Affiliated Entities or trade on behalf of Introduced Clients;
- e. Alter and/or amend and/or add any documents including the Advertiser's and/or its Affiliated Entities' legal documents and/or any Promotional Material, without the Advertiser's prior written consent;
- f. Target Clients from Territories other than those specified in any applicable IO between the Parties and/or those Territories prescribed [herein](#) and/or those being accepted by the Advertiser from time to time in its sole discretion;
- g. Make any express and/or implied representation and/or warranty concerning the Advertiser and/or its Affiliated Entities except as expressly authorised by the Advertiser;
- h. In their capacity as Publisher, incur any liability on behalf of the Advertiser and/or of its Affiliated Entities or in any way pledge or offer credit on behalf of the Advertiser and/or of its Affiliated Entities or accept or enter into any contract binding or appearing as binding upon the Advertiser or its Affiliated Entities.

6. The Use of Promotional Material

6.1 The Publisher shall only use Promotional Material provided and approved by the Advertiser in order to provide the Services under this Agreement and/or promote the Advertiser and/or any of its Affiliates and/or their Services. Any other material created by the Publisher and used for the provision of the Services and/or for promoting the Affiliate and/or any of its Affiliates and/or their Services, including but not limited to creatives and/or landing pages and/or domains and/or trademarks and/or banners and/or content should be submitted to the Advertiser for prior approval before launching.

6.2 Any Promotional Material that is created by the Advertiser pursuant to the above mentioned paragraph and used by the Publisher is exclusively owned by the Advertiser and shall not be used by the Publisher for any purpose outside the scope of the present Agreement unless the prior written consent of the Advertiser is obtained in advance.



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7. Promotion Restrictions

7.1 The Advertiser and/or its Affiliated Entities, own worldwide registered and protected trademarks including without limitation “Exness” and the “Exness logo”. The Publisher acknowledges that they are not allowed to register any kind of business that includes the trademarks of the Advertiser and/or any of its Affiliated Entities.

7.2 The Advertiser may give the Publisher a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable right to use and display on the Publisher’s site the name, trademark, domain, trade name, Promotional Material and/or other for free for the duration of this Agreement so that the Publisher may fulfill their obligations under this Agreement, subject to the following:

- a. The Publisher shall use the Advertiser’s name, trademark, domain, trade name, Promotional Material and/or other to promote and/or advertise the Services provided by the Advertiser and/or its Affiliated Entities on their website solely for the purpose of providing a link from the Publisher’s site to the Site and fulfilling their obligations under this Agreement;
- b. The Publisher may not call into question or dispute the Advertiser’s and/or its Affiliates right to its domain, trade name, trademark, Promotional Material or other;
- c. The Publisher may not perform any actions and/or engage in any kind of digital advertising and/or promotional activities that it knows or reasonably ought to know that it may or is likely to be damaging and/or detrimental to the Advertiser’s business reputation, image or trademark;
- d. The Publisher undertakes to observe the provisions of any Law and customary business practices regarding the protection of intellectual property rights of the Advertiser and to cooperate with the Advertiser to protect such rights;
- e. The Publisher undertakes to inform the Advertiser in writing of all instances known to it in which the Advertiser’s right to its name and trademark, trade name, domain, Promotional Material or other, are disputed or violated.

7.3 The Publisher is not permitted to use the Advertiser’s and/or its Affiliated Entities’ trademark(s), domains, trade names, Promotional Material and/or other in any paid search activity, whether this is in ad text, copy or display URLs without the prior written approval of the Advertiser.

7.4 The Publisher is not permitted to use the Advertiser’s and/or its Affiliated Entities’ trademark, domain, trade names, Promotional Material and/or other in their ad-copy paid media to advertise on behalf of the Advertiser without the written approval from the Advertiser.

7.5 The Publisher recognizes that the Advertiser holds all rights to the Advertiser’s intellectual property and that all intangible assets related to the Advertiser’s name, trademark, trade names, domains and Promotional Material created as a result of the performance of this Agreement or by other means are the property of the Advertiser.

7.6 The Advertiser may cancel the non-exclusive, non-transferable right to use the Advertiser’s name, domain, trade names, trademark and Promotional Material and/or other for free at any time, at its absolute discretion and without the need to provide any reasons for such cancellation.



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7.7 The Publisher undertakes the following:

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

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

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



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- Purchase keywords with reference to Exness and/or other misspellings of the name on pay-per-click search engines to drive traffic to Partner's own website;
- Purchase trademarks which include the word "Exness" in any language;
- Bid or appear on misspells or variations of "Exness" brand searches.
- Attract Potential Clients and/or Introduced Clients via private communication (i.e. private messages on social networks or messengers, personal emails, phone calls or face-to-face communication)

8. Reporting and Payment

8.1. Unless otherwise agreed between the Parties, reporting numbers are based on <https://my.exnessaffiliates.com/> dashboard reports of the Advertiser and/or any other databases and/or dashboards that the Advertiser may decide from time to time. The report shall summarize data including but not limited to, the number of registrations and/or actions and/or installs and/or other according to the payment model agreed between the Parties, the amount of payment of the reporting month and other variables of the products.

8.2. If the Advertiser believes that fraud has occurred, it must take reasonable steps to notify the Publisher within a period of two (2) weeks of closing of a lead transaction and provide evidence. Failure of Advertiser to notify Publisher of any fraudulent activity within 2 (two) weeks of closing of lead transaction shall not waive any right or claim of Advertiser against Publisher.

8.3. Without prejudice to the rest of the provisions of the present Agreement, the Advertiser shall process its payment of the previous billing cycle to the Publisher on or before the 31st day of the following month (hereinafter referred to as "monthly payments"), subject to the provisions of clause 8.4.

8.4. Moreover, payment of Publisher Commission may be delayed or not be paid or annulled/canceled or suspended in the following circumstances:

- a. If the activity in the Partner Account or any other account managed or controlled by the Publisher or any of the Introduced Clients assigned to the Publisher is considered by the Advertiser as suspicious;
- b. If the Advertiser determines that the Publisher Commission is derived from activity related, directly or indirectly, to fraudulent or illegal or deceptive practices;
- c. The Introduced Client performs actions in bad faith, as determined in the Advertiser's sole discretion;
- d. If the Partner Account, any account maintained in the name of the Publisher or attracted Introduced Client Account is blocked and/or placed in the archive in a manner required by sections of this Agreement or the "Temporary Block of the Client Account" and "Inactive and Dormant Client Accounts" of the Client agreement and/or General Business Terms between the Advertiser and the Client if applicable. The provisions of this clause are applicable to the full period of archiving and/or blocking of Partner Account and/or any



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account maintained in the name of the Publisher or Introduced Client linked to the Publisher;

- e. If there is reasonable suspicion by the Advertiser based on direct or circumstantial evidence (as determined by the Advertiser in its sole discretion), that auto-referral activity (that is when the Publisher gets or attempts to get Publisher Commission from referring himself or an otherwise controlled account by the Publisher as an Introduced Client) has occurred, or a reasonable suspicion that the Publisher has allowed relatives, friends and other people he knows to register through his link or do so himself on their behalf;
- f. If there is reasonable suspicion by the Advertiser based on direct or circumstantial evidence of Fraud Traffic;
- g. If the Introduced Clients are not Referred Clients and/or Qualified Traders;
- h. If the Publisher failed and/or omitted to introduce at least five (5) Qualified Traders in total within the first three (3) consecutive months from the start of the business relationship with the Advertiser (one-off action);
- i. The payment is due in the Probation Period;
- j. The trading volume of all the Qualified Traders introduced by the Publisher is deemed in the Advertiser's sole discretion, disproportionate to the segmented payout;
- k. The Publisher has failed to satisfy any requests from the Advertiser in relation to due diligence and/or know your customer (KYC) and/or your business (KYB) and/or similar requirements;
- l. Where applicable, the Investor and/or PM Investor deposits in an account type that does not generate Publisher Commission.
- m. Where applicable, the Publisher does not meet the minimum standard of the key performance indicator.

8.5. Without prejudice to the rest of the provisions of the Agreement, if the trading and/or other activities of an Introduced Client within the Probation Period, are not deemed satisfactory by the Advertiser and/or any of its Affiliated Entities and the Introduced Client is recognised by the Advertiser as an incentivised user, the payout to the Publisher may be determined according to separate offer rates (% on spread).

8.6. The Publisher undertakes to pay all tax, money transfer fees, currency conversion fees, and other mandatory payments applicable to it resulting from this Agreement..

9. Restrictions, Amendments and Termination

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

- a. If there is any suspicion that the Publisher is involved in any illegal/fraudulent transactions;
- b. If there is a suspicion that the Publisher violates any of the conditions of this Agreement or any term of the Client Agreement between the Advertiser and the Publisher as a Client or any other documents concluded between the Publisher as a Client with the Advertiser.



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In the event that the Publisher is also a Client of the Advertiser and any of the aforementioned events occur, then the Advertiser may also put restrictions in the operation of any of the accounts in the name of the Publisher.

9.2 The Advertiser has the right to amend the terms of this Agreement, by posting the updated version on any of its Sites, as well as the Publisher Commission at any time with immediate effect without giving any prior notice to the Publisher.

9.3 The Advertiser may terminate the Agreement and the Publisher's status with immediate effect for any of the following reasons:

- a. If the Publisher violates the conditions of the Agreement;
- b. In the event that the Publisher is also a Client of the Advertiser and the Publisher violates any term of the Client Agreement between the Advertiser and the Publisher as a Client or any other documents concluded between the Publisher as a Client of the Advertiser;
- c. If the Advertiser has cause to believe that the Publisher is not putting enough effort into promoting the Advertiser's services;
- d. Further to a regulatory and/or governmental request or similar regarding the relationship between the Publisher and the Advertiser and/or its Affiliates;
- e. The Publisher is subject to an investigation by a regulatory or governmental authority or similar;
- f. The Advertiser reasonably suspects that the Publisher is involved in money laundering, fraud, or other criminal activities.

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

9.4 The Advertiser may terminate the Agreement without cause by giving 48 (forty-eight) hours written notice to the Publisher.

9.5 Without prejudice to the rest of the provisions of this Agreement, where termination of the Agreement and the Publisher's status takes place, the Advertiser shall pay Publisher Commission for all Introduced Clients actually introduced before termination, excluding the instances directly provided for by this Agreement, until the effective termination date. The Publisher shall not be entitled to receive any Publisher Commission from any Introduced Clients generated after the effective termination date.

9.6 Termination of the Publisher's status shall not preclude the Advertiser from subsequently entering into contractual relationships with Introduced Clients introduced by the Publisher.

9.7 The Publisher shall no longer be allowed to use the Advertiser's name and/or trade name and/or trademark following the termination of the Publisher's status and the Publisher is obliged to return to the Advertiser any Promotional Material.

10. Protection Of Personal Data



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10.1 The Publisher undertakes to observe and abide by all provisions of Laws and regulations for the protection of personal data for the purpose of fulfilling its obligations under this Agreement.

11. Confidentiality

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

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

but excludes any information referred to in Clause 11.2.

11.2 Information is not Confidential Information if:

- (a) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives or by any of the Recipient's Group Companies or their Representatives in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);



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- (b) it was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;
- (c) it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;
- (d) it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser;
- (e) it is developed by or for the Recipient independently of the information disclosed by the Discloser; or
- (f) the parties agree in writing that the information is not confidential.

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

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

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

11.4 Disclosure to Representatives

- (a) The Recipient may disclose the Confidential Information to its Representatives, any of its Group Companies, or their Representatives on the basis that it:
 - (i) informs those Representatives, Group Companies, or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and



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- (ii) procures that those Representatives, Group Companies, or their Representatives comply with the confidentiality obligations in Clause 11.3 as if they were the Recipient.

- (b) The Recipient shall be liable for the actions or omissions of the Representatives, any of its Group Companies or their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

11.5 Mandatory Disclosure

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

- (a) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
 - (b) the rules of any listing authority or stock exchange on which its shares or those of any of its Group Companies are listed or traded; or
 - (c) the laws or regulations of any country to which its affairs or those of any of its Group Companies are subject.
- (i) Before a party discloses any Confidential Information pursuant to Clause 11.5 it shall, to the extent permitted by law, use all reasonable endeavors to give the other party as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with Clause 11.5 (i), that party shall take into account the reasonable requests of the other party in relation to the content of this disclosure.
 - (ii) If a party is unable to inform the other party before Confidential Information is disclosed pursuant to Clause 11.5 it shall, to the extent permitted by law, inform the other party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

11.6 Return or destruction of Confidential information

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



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- (a) destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;
 - (b) erase all the Discloser's Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form;
 - (c) erase all the Discloser's Confidential Information which is stored in electronic form on systems and data storage Services provided by third parties; and
 - (d) certify in writing to the Discloser that it has complied with the requirements of this clause 11.6.1..
 - (i) Nothing in Clause 11.6.1. shall require the Recipient to return or destroy any documents and materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this Clause 11.6.1. (i).
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12. Indemnity

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

13. Client Complaints

13.1 The Publisher will promptly inform the Advertiser by telephone and in writing, of any complaint against the Advertiser and/or any of its Affiliated Entities that Publisher may come across. Upon Advertiser's



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request the Publisher shall submit a full and detailed report with any supporting documents relating to the complaint within five (5) days of receiving the complaint.

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

14. Notices

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

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

Advertiser: affiliates@exness.com

15. Entire Agreement

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

16. Severability

16.1 Should any part of this Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any market or regulator, that part shall be deemed to have been excluded from this Agreement from the beginning, and this Agreement shall be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation and/or other of any other jurisdiction, shall not be affected.

17. Assignment

17.1 The Advertiser may at any time assign to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing at least five (5) business days prior written notice to the Publisher. This may be done, without limitation, in the event of merger or acquisition of the Advertiser with a third party, reorganisation of the Advertiser, upcoming winding up of the Advertiser, or sale or transfer of all or part of the business or the assets of the Advertiser to a third party.



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17.2 It is agreed and understood that in the event of transfer, assignment or novation as described in the present paragraph, the Advertiser shall have the right to disclose and/or transfer all Publisher related information (including without limitation personal data, recording, correspondence, due diligence and identification documents, files and records etc) transfer the Partner Account and/or money maintained in such Partner Account.

17.3 The Publisher may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Publisher's rights or obligations under the Agreement without prior written consent of the Advertiser.

18. No Waiver

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

19. Miscellaneous

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

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

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

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