



## REFERRING SERVICES TERMS & CONDITIONS

This Referring Services Agreement (hereinafter the “Agreement”) is entered into by You upon accepting it and ticking the relevant ‘tick-box’.

**FS International** a company duly registered under the Laws of Vanuatu with registration number 700227 with business address at Law Partners, Port Villa, Republic of Vanuatu (hereafter referred to as the “Company”, “us”, “we” and/or “our”,) and

Yourself when you start your business cooperation with us and introduce any party to the Company (hereinafter referred to as “You”, “your” and/or “yourself”).

Together you and the Company shall be referred to as the parties of the Agreement.

The Company assumes no liability for any representations made by You to any third party/introduced customers in the course of cooperation with us under this Agreement, and marketing the Company’s services and introducing any customers.

This Agreement does not constitute an agency or partnership agreement between the Company and You, and you are not directly and/or indirectly, expressly and/or impliedly authorized to hold Yourself out as being the Company, as an agent or employee of the Company, or as authorised to conclude, enter, sign, bind the Company in any transaction or any agreement, and/or commit any action that would legally bind the Company with third parties.

You are entering in this Agreement for Your own individual purposes as independent principal. Nothing in this Agreement or its implementation is intended to create or imply the existence of a partnership or joint venture of any form or type or for any purpose whatsoever, a relationship of principal and agent or employer and employee between the You and us.

### TERMS:

- 1.1 You may refer customers (“Referred Customer(s)” and/or “Customer(s)”) to FS INTERNATIONAL LTD (Hereinafter referred to as the “Company”, “us”, “we” and/or “our”) in accordance with the terms of this Agreement.
- 1.2 For the avoidance of doubt, You may refer customers to any related entity of the Company and the party to this agreement shall be only the Company and all the liabilities and obligations herein shall be held only with the Company. The other related entities shall be considered as represented by FS International who shall hold rights or obligations or responsibilities under this Agreement. Nor, shall any of the other entities be the successor of any rights, obligations, responsibilities and/or liabilities of FS International Limited herein.
- 1.3 You may refer clients to the Company that are domiciled in a country outside the European Economic Area (“EEA”).
- 1.4 The Company may inform You of the criteria for customers to which it wishes to accept. The Company may in its sole discretion, without giving any reasons for any such decision, accept or reject or otherwise decline any Referred Customer and further accepts no obligation to provide its services and no explanation to You.
- 1.5 Additionally, any payable to You, for the services stipulated in this Agreement, shall be made only by the Company and You acknowledge and agree that you shall have no rights of claim, enforce any terms herein or whatsoever against any related company/entity of the FS International Ltd, except the Company.
- 1.6 For the purposes of this Agreement the definition of Referred Customer and/or Customer shall mean the following:
  - 1.6.1 does not include customers that are existing customers of the Company (or its Affiliates) at the time



You referred them, except as may be otherwise agreed between you and us in writing; and

1.6.2 the customer must be approved by compliance and by the relevant department of the Company; and

1.6.3 The customer shall have made a deposit of minimum amount into his account.

1.7 You agree and acknowledge that all Referred Customers are customers of the Company, and we will, at all times, remain the owner of all data gathered in respect of all Referred Customers.

You understand, acknowledge and agree that all the Referred Customers are considered, at all times, as customers of the Company and upon termination of this Agreement the customers will remain with the Company and, subject to applicable law, You have no right to demand any transfer or access to data of Referred Customers' funds or transactions.

1.8 Referred Customers shall be identified as such by a tracker ID assigned to You by the Company. The Referred Customers must use the tracking URL provided to You to sign up, in order to be attributed to You and connected to with Your tracker ID. The Company shall not be held liable under any circumstances, and You expressly relinquish any claims and/or demands arising from the failure of any Customer to utilize the tracking URL.

1.9 In the event of a Customer complaint and/or written request, the Company will disconnect the Referred Customer from Your tracker ID. You hereby acknowledge and accept that the Company reserves the right to unilaterally revise such requests and effectuate the disconnection, without Your approval. Upon receipt of such requests, the Company will make reasonable efforts to inform You about the change is reasonable time.

1.10 You will comply with any reasonable requests made by us in respect of obtaining or providing additional materials, data or documentation in respect of any Referred Customers that are required pursuant to applicable law or the Policies (as defined in clause 1.10).

1.11 You will perform the services herein to the extent required by the Company and in accordance with applicable laws and the Policies (as defined in clause 1.10).

1.12 You shall strictly adhere to the Company's code of conduct and ethical standards, making only honest and accurate statement about the Company and its services.

1.13 Following your approval and completion of business arrangements between You and the Company, we will provide You with copies of the rules, policies and procedures, as may be amended/updated by the Company from time to time, (the "Policies") and to which you will have to adhere to at all times.

1.14 In case that any introducing party (third-party introducing services) have been and/or is involved in this business arrangement Terms and Conditions (settlement of this Agreement with the Company), then You agree, warrant and acknowledge such introducing party (hereinafter the "Master IB") may be paid for such introducing services. Therefore, you acknowledge any such payments and discharge the Company from any liabilities in regards to disclosure of Private Data and/or conflict of Interests.

1.15 You acknowledge and agree that we may review, monitor and store all communications made by You with us and/or any referred customer, in accordance with applicable laws and the Policies. Therefore, simultaneously with this Agreement you shall mandatorily accept our Privacy Policy.

## 2. Service Fees/Remuneration

2.1 By ticking the relevant 'tick-box' these Terms and Conditions and final approval of this business cooperation by the Company, You acknowledge and agree that the Company will pay You as per the Schedule Agreement.

2.2 All amounts payable to You will be paid in your Account currency, unless otherwise agreed in writing and



with the written approval of the Company. If any component amount of a Commission calculation is expressed in a currency other than Account currency, such amount will be converted by the Company into the appropriate currency using the relevant spot rate quoted by Company.

- 2.3 Each obligation of the Company to pay You is subject to the following conditions precedent:
- 2.3.1 You are not in breach of the Agreement or any applicable Law or Company's Policy;
  - 2.3.2 no Referred Customer is in breach of any of its payment obligations pursuant to the relevant Customer Agreement with the Company;
  - 2.3.3 no Referred Customer has filled any chargeback;
  - 2.3.4 no regulatory or material legal investigations are being carried out into your commercial affairs;
  - 2.3.5 it is not unlawful for the Company to make the relevant payment to You; and
  - 2.3.6 no Termination Date has occurred as per section 4.5.
- 2.4 If any payment is withheld pursuant to:
- 2.4.1 clause 2.3.1 and the relevant breach of Agreement or Policy is not remedied within one month of You becoming aware of such breach; or
  - 2.4.2 clause 2.3.2 and, after a period of six months from the date of the debt balance arising, the Company is of the reasonable opinion that the relevant debt is unrecoverable,
  - 2.4.3 Clause 2.3.3. and after a period of six months from the date of the debit balance arising, the debt shall become void and therefore FS International Ltd shall not remain liable and/or in debt to the Contractor,
  - 2.4.4 clause 2.3.5 and following the relevant termination date this Agreement becomes void and all the related outstanding and/or pending payments shall become void and the Company shall have no payment obligations and liabilities towards you.
- The obligation for the Company to pay such Commission, as applicable, will be deemed cancelled and the relevant amount will no longer be payable by the Company to You.
- 2.5 You understand, acknowledge and agree that if any payment is related to a fraudulent activity, either of Yourself or of any Referred Customer, then the Company have the full discretion to deny payment of that specific amount which is related to the fraudulent activity, regardless as to the Company's decision of how the fraudulent matter will be handled further (i.e. termination of the agreement, claim, client revocation, etc.).
- 2.6 You understand, acknowledge and agree that it is your obligation to monitor daily your personal partner portal account and business status information and ensure that your obligations towards the Company, as per this Agreement herein and Schedule Agreement (if any), are being performed at all times.
- 2.7 You understand, acknowledge and agree that in the event of any negative balance is being generated in your partner portal account it is your obligation to settle all the outstanding amounts to the Company, no later than 3 (three) business days from the time that you ought to have known and as per the Company's request. Failure to settle the negative balance will be considered a breach of this Contract and thus result in freezing of your IB and trading account as well as your referred clients trading accounts immediately and without any given notice. It is further clarified that, in case of such breach of contract, the Company shall have the legal right, and you agree and confirm herein, that you shall undertake all the financial responsibility



and liabilities towards the clients which are affected by your breach of this contract accordingly.

- 2.8 As per the clause above we shall enforce clause 5.8 above and be fully transparent with the Referred Customers, otherwise if you do not cooperate accordingly we shall seek damages against you.

### **3. Taxes**

- 3.1 You understand, acknowledge and agree that the amount payable is deemed to be inclusive of all applicable taxes, including any applicable value added taxes.
- 3.2 If any tax (value added, withholding or otherwise) is payable on the remuneration, such amount of tax will be for your own account and will not be payable by the Company. However, if we determine or become aware that applicable law requires us to deduct or withhold for or on account of any tax in respect of any payable amount, then the Company will comply with that law and will pay to the relevant authorities the full amount required to be so deducted or withheld and the amount payable to You will be reduced accordingly.
- 3.3 If we determine or become aware that applicable law requires us to deduct or withhold, or we are otherwise liable, for or on account of any tax (including any applicable value added tax) in respect of any payment already made to You, then You shall indemnify and hold us harmless in respect of any such tax payment and shall perform such payment immediately at your own expense.

### **4. Duration and Termination**

- 4.1 This Agreement shall come into force on the date upon which you accept it by ticking the relevant 'tick-box' and shall continue until terminated by either You or us in accordance with this clause.
- 4.2 Each party of the Agreement may terminate the Agreement at any time without cause by giving no less than one-week written notice to the other.
- 4.3 Each party may terminate the Agreement immediately on written notice to the other party in the event of the insolvency, bankruptcy or administration of the other party, or if a resolution is passed or an order is made for the winding up of the other party, or if the other party ceases or threatens to cease to carry on business or if there is a change of control in respect of the other party to which the terminating party reasonably objects (or any analogous event).
- 4.4 The Company reserves the right to amend the terms and conditions of this contract annually.
- 4.5 If no referrals are made by the IB within the period of three (3) months after signing the schedule agreement, the agreement will be automatically terminated. The Company will proceed with the termination without providing any written notice to You.
- 4.6 The Company may terminate this Agreement immediately on notice to You in the following circumstances:
- 4.6.1 if You fail to obtain, or ceases to hold, any permission and/or authorisation required to carry out the services contemplated by this Agreement;
  - 4.6.2 if You have not referred any Referred Customers to us within three (3) of the date of this Agreement;
  - 4.6.3 if You breach the Agreement or any Policy and, in our opinion, this breach is irremediable;
  - 4.6.4 if any regulatory or material legal investigations are carried out into your commercial affairs;



- 4.6.5 in the event of your death;
  - 4.6.6 if the termination is necessary in order for us to be able to comply with applicable laws or regulations; or
  - 4.6.7 You breach, or we reasonably believe that You have breached, any representation or warranty, given under the Agreement;
- 4.7 Consequences of Termination shall be:
- 4.7.1 You shall immediately cease the services and use of any Promotional Material;
  - 4.7.2 You shall promptly return to us all our property in your possession or control (including all promotional material and all confidential information);
  - 4.7.3 all rights granted to you in the Agreement will immediately cease.
  - 4.7.4 In the event of the termination and abandonment of this Agreement pursuant to Section 4 above, this Agreement shall forthwith become void and have no effect, without any liability on the part of any party hereto or its affiliates, directors, officers or stockholders.
  - 4.7.5 Any outstanding and/or pending payable amounts for services provided prior the termination date shall be void as the agreement hereto will be terminated.
  - 4.7.6 In case the termination occurred due to a fraudulent activity (either yours or any Referred Customer) then we shall not have the obligation to pay any outstanding or future payable amounts, charges and/or remuneration, and have the right to claim from You compensation for any damage and/or loss that will be suffered due to such fraudulent activity.

## 5. Representations and Undertakings

You confirm, represent and warrant on the date on which you enter into the Agreement and on each date on which the payment under the Agreement is made, that:

- 5.1 You shall, at all times, act in good faith for and towards the Company and exercise due care, skill and diligence when carrying out the services and any other activities contemplated by this Agreement;
- 5.2 You have the power to enter into and perform the obligations under the Agreement and have taken all the necessary actions to authorise the execution, delivery and performance of it;
- 5.3 You shall not do anything or omit to do anything, matter or thing, that you know or reasonably ought to have known that is likely to result or may constitute a breach of any laws or regulations applicable to You in any jurisdiction (including all applicable rules and regulations relating to anti-bribery and anti-corruption) (the "Regulations"), or which would or may result in the Company breaching any such Regulations, and by entering into the Agreement it does not breach or violate any Regulations, exchange rules or other contractual agreements or obligations;
- 5.4 You shall not take or omit to take any action which you know or reasonably ought to know that it is likely to prejudice or to bring into disrepute in any manner the Company or any of its related entities or their businesses;
- 5.5 You have all regulatory approvals, permissions, licences and consents required by the Regulations for your performance of the Agreement and will, on request, provide evidence of such authorisation and/or licencing;
- 5.6 You shall promptly notify us if there are any changes in your status or authorisation;



- 5.7 You shall promptly notify us if You receive any court proceedings, subpoenas or claims, for anytype of claim; and You shall promptly notify us of any investigations or legal proceedings that have been initiated by or against You and which may affect its performance under this Agreement
- 5.8 where required by law and the Company, you shall disclose your practices for receiving paymentto each Referred Customer and each such Referred Customers shall consent in writing to the receipt of such payment; And where required by law and the Company, you will provide each Referred Customer with a statement describing the amount of payment you received in relationto the relevant accounts of the relevant referred customers, upon request of such Referred Customer and as required by law;
- 5.9 You shall comply with any request(s) from any regulatory authority which the Company (or its Affiliates) are subject to, regardless of whether such request comesdirectly from the relevant regulatory authority or from the Company;
- 5.10 You shall comply with all requests from the Company in respect of the performance of the Agreement;
- 5.11 You shall disclose any information, which you are aware of, that may affect your relationship with us and may or does have with any Referred Customer;
- 5.12 You shall not share any Commission with any Referred Customer or any other third party directly or indirectly, including entering into any kind of rake-back deal, arrangement for payment, or any other incentive which may be considered to be a ‘fee sharing arrangement’, ‘commission’, or ‘soft dollar’ compensation between You and the Referred Customer;
- 5.13 You shall not hold, directly or indirectly, any money or assets of Referred Customers;
- 5.14 You shall not, during the term of this Agreement, refer customers to any other provider (competitor of the Company), and shall not market or otherwise promote any other such provider’s services or products;
- 5.15 You shall not engage in, or procure or encourage any third party and/or Customer to engage in,any activity or behaviour which is illegal, is in bad faith, is not in the spirit of the terms of the Agreement or otherwise takes unfair advantage of our services or our obligations under the Agreement, whether or not it causes harm or loss to the Company;
- 5.16 You shall not make any statement that is defamatory, disparaging or derogatory of the Company nor shall you do, omit to do, nor permit to be done any act that will or mayweaken, damage or be detrimental to the Company or its related entities or the reputation or goodwill association with the Company, its businesses and/or its trademarks; This clause shall survive also the termination of this Agreement.
- 5.17 You shall not issue any advertisement, distribute any promotional material or offer any customerpromotion, whether on the internet or otherwise, in respect of the Company, without the Company’s express written consent. Any advertisement that, directly or indirectly, promotes our services shall be fair and not misleading and shall include the appropriate risk warnings andshall ensure a prior approval of the Company;
- 5.18 You shall not target any marketing activities at: (a) persons under the age of 18; or (b) citizens or residents of countries on the Company’s “Not Acceptable Countries” lists, as provided by the Company and/or as notified to You from time to time;
- 5.19 You shall only refer customers whose details it has obtained lawfully, legitimately and in good faith;
- 5.20 You shall not refer any customer if such referral would, or is likely to, result in You or the Company breaching any third party contractual or non-contractual arrangements including anynon-solicitation, non-



enticement or non-compete agreements or any confidentiality arrangements; and

- 5.21 You shall only refer customers of good reputation and good standing, and whose assets are, to the best of your knowledge not of illegal origin.

## 6. Indemnity

- 6.1 You shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:
- 6.1.1 any breach of the representations or warranties contained in the Agreement;
  - 6.1.2 your breach or negligent performance or non-performance of the Agreement or any Policy; and
  - 6.1.3 any claim made against the Company by any Referred Customer arising out of or in connection with your activities, services and/or actions, and claim arising out of the breach (including of the representations or warranties herein), negligent performance or failure or delay in performance of this Agreement or a Policy by the You.
- 6.2 In this clause, a reference to the Company shall include each entity in the Company and the provisions of this clause shall be for the benefit of the Company, and shall be enforceable by each such company, in addition to the Company.

## 7. Limitation of Liability

- 7.1 The Company shall not be liable to You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
- (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of or damage to goodwill; (f) loss of use or corruption of software, data or information; and (g) any indirect or consequential loss.
- 7.2 The Company's total liability to You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to an amount equal to the total payments made by the Company to You during the twelve month period immediately preceding the date on which the first relevant claim is made.
- 7.3 Nothing in this Agreement shall limit or exclude any party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law.
- 7.4 The limitations in this clause apply to all causes of action in the aggregate, including but not limited to breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

## 8. Intellectual Property Rights

- 8.1 This Agreement does not constitute or create any form of sale, assignment or transfer, of any title, of any right from one party to the other, in particular any right relating to any and all Intellectual Property of any kind (such as software or trademarks). The Company and its licensors shall retain ownership of all Intellectual Property Rights and the Company's Materials.
- 8.2 For the purposes of this clause, **Intellectual Property**: will have the following meanings: rights to patents, rights to inventions, copyright and related rights, moral rights, trademarks and servicemarks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs,

rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Furthermore, this shall include all '**Company's Material**' which shall mean all documents, information, items and materials in any form (whether owned by the Company or a third party), which are provided by us to You in connection with the Agreement.

## 9. Compliance with Laws and Policies

- 9.1 You shall comply with all applicable laws and all Policies of the Company as applicable to you, at all times.
- 9.2 The Policies do not form part of this Agreement and the Company may amend any Policy at any time on notice to You. To the extent that there is any conflict between the terms of the Agreement and a Policy, the Agreement shall prevail.
- 9.3 You shall co-operate with and comply with all instructions of relevant Company's Supervisory Authority, and any other relevant regulator or competent authority of the Company (as applicable), in connection with the services contemplated by the Agreement.
- 9.4 You shall not, in any case and/or in any manner, provide or represent to any Customer or third party any misleading or fraudulent information. You shall never give to the Customers any investment advice, suggestion, recommendation or opinion and/or make any promise or guarantee, in regards to trading activity and/or results, market forecasting/predictions, trading strategies, financial services and/or investments, business plans and/or business cooperation or whatsoever.
- 9.5 You reasonably understand, acknowledge and confirm that Customer's funds will be deposited by the Customers directly into the Clients Account with the Company and all clients' assets and funds will be held and managed only by the Company.
- 9.6 You also acknowledge that we do not accept any cash deposit from any Customer due to our internal operations policies and legislative requirements, and, thus, You agree that it is not allowed to request and/or provide a solution/suggestion and/or accept any cash transfer from any Customer whether as a deposit or any other type of payment whatsoever the case may be.
- 9.7 You acknowledge that all complaints from Customers in regards to the Company's services shall be handled by the Company in accordance with its regulatory obligations, and therefore You shall notify us, in writing, immediately upon becoming aware of any complaint or pending or threatened action or proceeding from any Customer and/or Third Party relating to the Company. Any decision provided by the Company regarding any such matter shall be decisive and binding on You as well.
- 9.8 If You wish to make use of any existing or potential promotion offered by us to our customers, You should obtain our prior written consent to use such promotion. If such consent is provided, You shall follow the relevant terms and conditions of the promotion as determined by the Company, and will not, in any way, omit, mislead or fraudulently represent such promotion.
- 9.9 We may, upon your request, provide You with copies of or access to such promotion material or other marketing and/or promotional materials relating to the Company and/or platforms and systems as we deems necessary or appropriate.
- 9.10 You may not alter, amend, adapt or translate the promotional material without our prior written consent; or remove or alter any trade mark, copyright or other proprietary notice or designation, including without limitation, any trade mark contained in or displayed on any promotional material.

- 9.11 If You, at any time, wish to create any new promotional material in which the name, website, or other media of the Company is used, You should, at all times, firstly consult with us and receive our prior written approval for such promotion.
- 9.12 You agree not to use any illegal, inappropriate or offensive methods of advertising to promote its the Company's services. In particular, the prohibitions include, but is not limited to, the following:
- advertising on amoral (including pornographic) websites;
  - advertising on websites breaching the You 's country of jurisdiction of operation;
  - spam;
  - advertisements with deliberate misleading description of the services provided and also deliberate nondisclosure of the risks and information about the services provided to customers;
  - advertisements containing inauthentic information or breaching legislation of the IB's country of residence;
  - anything that may bring harm to the positive image of the Company;
  - any other types of unprincipled advertising.
- 9.13 We reserve the right to require You to discontinue the use of any promotional or marketing material immediately.

## 10. Data Protection

- 10.1 During the effectiveness of the Agreement, we may share certain data regarding Referred Customers' accounts with You. You warrant that you will only use any such data for the purpose of the business described in the Agreement.
- 10.2 You consent to the Company who is collecting, holding and processing data about him for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data relating to you including, but not limited to, as follows:
- 10.2.1 information about his physical or mental health or condition in order to monitor sick leave and take decisions as to his/her fitness to perform his/her duties;
- 10.2.2 his racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and
- 10.2.3 information relating to any criminal proceedings in which he has been involved for insurance purposes and in order to comply with legal requirements and obligations;
- 10.2.4 any other information as stipulated in the Data Protection Policy of the Company.
- 10.3 You consent that we may request such information to be provided, as per clause above, in any type of manner, direct or indirect, including but not limited to, any type of separate forms, email, orally, phone conversations, insurance forms, etc., and such information shall be considered to be given with the consent and terms under the Agreement and our Privacy Policy.
- 10.4 We reserve the right to deem any information provided by You, in any direct or indirect way, as being given voluntarily and with acknowledgement and consent that such information will be recorded and, if necessary, processed in accordance with the Data Protection Policy/Privacy Policy and the terms in this Agreement.
- 10.5 You consent to us, making such information available to affiliates and those who provide products or services to the Company (such as advisers and administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company



or the business in which you work, or any other counterparty.

- 10.6 You consent to the transfer of such information to our business contacts around the world, including outside the European Economic Area when appropriate.
- 10.7 You are giving your consent, in regard to this Clause, freely and voluntarily, and understand that such processing of data is necessary for the purpose of establishing and performing the Agreement.
- 10.8 We and our Affiliates, will take reasonable steps to ensure the reliability of any employee, agent, partner, contracted processor and/or any other counterparty who may have access to your data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant data, as strictly necessary for the purpose of performing this Agreement (i.e. employees' bank account data, criminal record, etc.), and to comply with applicable laws in the context of that individual's duties to the contracted processor, and ensuring that such individuals with access are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 10.9 You shall comply with data protection laws, rules and regulations to which we are subject to and Data Processing Policy Agreement, as applicable.
- 10.10 The Company may implement and/or change its data protection policy, including specifically the Privacy Policy (to which You have consented upon registering with the Company) and Data Processing Policy Agreement, at any time and will notify You in writing of any changes or will publicize such updated documents on its website. You are advised to regularly revise the company's website and relevant Legal Documents in order to keep being updated in regard to any changes made by the Company.
- 10.11 You acknowledge and agree that you shall comply with the general Privacy standards and Privacy Policy of the Company when handling personal data in the course of the Agreement.

## 11. Confidentiality

- 11.1 Each party hereby agrees that the terms of this Agreement and any information that it may receive from the other party, which information is not otherwise obtainable in the public domain, will be maintained by such receiving party in the strictest confidence and not released to any third party without the consent of the sending party; provided, however, that the receiving party shall be permitted to provide such information:
  - 11.1.1 to such of its professional advisers as is reasonably necessary to advise on this Agreement;
  - 11.1.2 to the extent that the disclosure is required by law or by an order of any court or any regulatory, judicial, governmental or similar body;
  - 11.1.3 to protect that party's interest in any legal proceedings;
  - 11.1.4 in respect of the Commissions paid and payable in respect of any Referred Customer, such information to such Referred Customer; or
  - 11.1.5 with the written consent of the other party.

## 12. Amendments

We may amend: (a) this Agreement at any time upon the provision of thirty (30) days' written notice to You and (b) the terms of any schedule, at any immediately upon written notice. In the event that You does not accept the amended terms then You must provide written notice of termination to the Company and on the intended effective date of variation this Agreement will terminate. If such notice is not received by us, You will, by continuing to refer customers to the Company, be deemed to have accepted the



amendment(s). Any amended agreement will supersede any previous agreement between the parties on the same subject matter.

### **13. Non-assignment**

- 13.1 You may not assign any of your rights and obligations under the Agreement without the prior written consent of the Company.
- 13.2 This Agreement shall be binding upon and endure to the benefit of the parties and their respective permitted successors and assigns.

### **14. Notices**

- 14.1 A notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post, recorded delivery or special delivery or sent by email, in each case to the relevant address specified herein above for the You ; and for the Company to the address provided by the Company's representative accordingly.
- 14.2 Delivery of a notice is deemed to have taken place:
  - 14.2.1 if delivered by hand, at the time the notice is left at the address,
  - 14.2.2 if sent by post on the second Business Day after posting,
  - 14.2.3 if sent by email, at the time the email is sent,
- 14.3 in each case, unless such deemed receipt would occur outside business hours in the place of deemed receipt, in which case deemed receipt will occur when business next starts in the place of receipt.

### **15. Further Assurances**

- 15.1 The parties must each sign, execute, procure, pass and do all further documents, acts, matters, resolutions and things as may be necessary or desirable for effecting the transactions and performance of this Agreement.

### **16. Entire Agreement**

- 16.1 This Agreement together with the Schedule Agreement, as explained herein above, constitutes the entire agreement and understanding between You and the Company ("the Agreement"). The Agreement supersedes all previous agreements, representations or arrangements whether made orally or in writing relating to its subject matter.
- 16.2 Each party acknowledges that in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

### **17. Severance**

- 17.1 If any provision of this Agreement or part-provision of this Agreement is or becomes invalid, unenforceable or illegal, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

### **18. Third Party Rights**



- 18.1 Except as expressly provided in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

## **19. Electronic Signature**

- 19.1 Each Party agrees that the electronic signature, whether digital or encrypted, of the IB included in the Schedule Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signature. The term “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures. Without limiting the generality of the foregoing, delivery of an executed counterpart’s signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.
- 19.2 For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures. This Agreement and related documents entered into in connection with this Agreement are signed when Party’s signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures. The parties further waive any right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

## **20. Counterparts**

- 20.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## **21. Governing Law and Jurisdiction**

- 21.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Vanuatu.
- 21.2 Each party irrevocably agrees that the courts of Vanuatu have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).