



# INTRODUCER AGREEMENT

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The following are the complete terms and conditions to apply as a member of XMTrading's Introducer Program (hereinafter the "**Agreement**"). Please read this Agreement completely and carefully before enrolling in the Introducer Program. You must agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those terms and conditions expressly set out below and those incorporated herein by reference, before you may become an Introducer of XMTrading.

### PARTIES TO THE AGREEMENT

- (a) Tradexfin Limited, a Securities Dealer Licensee, regulated and authorised by the Financial Services Authority ("FSA") in Seychelles with license number SD010; and
- (b) Fintrade Limited, an Investment Dealer (Full Service Dealer excluding Underwriting) Licensee, regulated and authorised by the Financial Services Commission in Mauritius ("FSC") under the license number GB20025835; and

hereinafter referred to as the "**Companies**" and/or "**XMTrading**";

- (c) The "**Introducer**" or "**Affiliate**" shall mean the individual or entity which applies for Introducer Program membership in accordance with the terms and conditions set forth herein.

And furthermore, may all together hereinafter be referred to separately as the "**Party**" and jointly as the "**Parties**" for the purpose of this Agreement.

The above expressions shall, where the context so permits, include receivers and managers and successors in title, and personal representatives in the case of legal persons.

WHEREAS this Agreement sets out the terms upon which Clients may be referred to the Companies by the Introducer

AND

WHEREAS the Introducer has the necessary knowledge and experience to provide such intermediary services to the introduced Clients that improves the quality of service offered for the conclusion of financial contracts between XMTrading and potential Clients.

### IT IS AGREED:

#### 1. Definitions of terms

**Client** Means any person whom XMTrading has approved to open an account(s) subject to the Client Agreement, for the introduction of which the Introducer actively mediated so as for the company to enter into a financial contract.

<b>Client Agreement</b>	Means the XMTrading's Terms and Conditions of Business that the Client accepts when he/she opens an account with XMTrading and which are publicly available in XMTrading's official website;
<b>ECB</b>	Means the European Central Bank;
<b>E-wallet</b>	Means the electronic wallet linked with the Introducer's account, which is automatically created by XMTrading upon registration of the Introducer's account.
<b>Main Website</b>	Means the XMTrading's domain name and/or any other domains that XMTrading operates mainly for promotional and marketing purposes.
<b>Introducer's Commissions</b>	Means any commission, rebates, and/or other remuneration paid or payable to the Introducer by XMTrading for intermediation services rendered by the Introducer for the conclusion of Client Agreements between XMTrading and the Clients identified, targeted and referred to XMTrading by the Introducer.  The remuneration of the " <b>Introducer</b> " / " <b>Affiliate</b> " will be based on a fixed fee or percentage, agreed between the Parties, per lot on Clients which enter into a Client Agreement with XMTrading further to the intermediary services provided by the " <b>Introducer</b> " / " <b>Affiliate</b> ".
<b>Introducer Program</b>	Means the program which XMTrading makes available to certain individuals or entities, pursuant to the terms and conditions of this Agreement, via the XMTrading's website, in order to engage the Introducer to act as mediator between XMTrading and targeted clients for the conclusion of a Client Agreement with XMTrading.

## 2. Electronic Signatures and Introducers Acceptance of Agreement(s)

- 2.1. The Introducer hereby acknowledges and agrees that (a) by completing and submitting the Introducers Application Form to XMTrading and clicking on the "I Accept" button or similar buttons or links as may be designated by XMTrading on XMTrading's Main Website(s) shows his/hers approval of this Agreement, (b) by continuing to access or use the XMTrading's Main Website(s), (c) by referring potential new Clients to the XMTrading's Main Website(s) for the purpose of analysing and providing information with regards to the financial products offered by XMTrading and/or (d) by accepting any commissions and/or payments from XMTrading or any of its Clients, are entering into a legally binding contract and fully agrees to abide by and to be bound by all the terms and conditions set out in this Agreement, as they may apply.
- 2.2. The Introducer hereby waives any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

## 3. Introducer Representation and Warranties

- 3.1. The Introducer has all requisite authority and legal capacity to enter into this Agreement and to be fully bound hereby, and all necessary action has been taken by him in connection herewith. The Introducer acknowledges and confirms that he can enter into this Agreement and is approved and/or authorised and/or qualified under the local regulatory requirements to offer the services mentioned in this Agreement.

- 3.2. The Introducer acting as a mediator must provide true and complete information to XMTrading at all times; including but not limited to, identity, contact information, payment instructions, nationality, residency, participation in any affiliate/partner/introducer programs for other websites, the location and nature of the Introducer's intermediation activities carried out for the purposes of introducing, explaining and/or promoting the financial services offered by XMTrading to prospective Clients, and any other information that XMTrading may request from time to time.
- 3.3. The Introducer has fulfilled all registration, qualification and/or other requirements of all jurisdictions and regulatory bodies to the extent that such registration, qualification and/or other requirements are applicable to him/her during the term of the Agreement and will remain in strict compliance with all of the foregoing.
- 3.4. If the Introducer is a company or other entity, the Introducer is duly organized, validly existing and in good standing under the laws of the relevant jurisdiction(s).
- 3.5. The Introducer will act as a mediator between XMTrading and his/her Clients for enhancing the quality of service offered to his/her Clients as well as introducing and/or explaining the services offered by XMTrading to his/her Clients. As a mediator, the Introducer will do all that is necessary in order for XMTrading and his/her Clients to enter into a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between XMTrading and the Client. Such preparatory work will include presentation of the details of the financial products offered by XMTrading to potential investors and maybe a comparison against the respective products of other providers in an effort to convince the potential investor to invest with XMTrading.
- 3.6. The Introducer will carry on his/her operations and business as an independent contractor and not as an agent or employee or representative of XMTrading.
- 3.7. The Introducer shall not provide any investment advice to the introduced Clients.
- 3.8. The Introducer is obliged to inform the introduced Clients of any commission received as well as any additional commissions involved with regards to the service provided under this Agreement.
- 3.9. The Introducer acknowledges and agrees that he/she is responsible for the payment of all relevant duties and/or charges and/or taxes arising from the course of his/her business.
- 3.10. The Introducer cannot use the XMTrading's logo in any of the correspondence, on any business cards or on any electronic transmission, whatsoever, unless explicitly authorized to do so by XMTrading.
- 3.11. The Introducer acknowledges that he/she is not allowed to register a business that includes the wording "XMTrading" in its name. Furthermore, the Introducer acknowledges that he/she is not allowed to register and/or operate a domain name that includes the wording "XMTrading" in its name.
- 3.12. The Introducer represents and warrants that he/she will not place promotional materials related to XMTrading on any website, or use any media or medium, which contains materials, including, but not limited to, sites which conform to any of the following criteria: (a) promote (including links to) sexually explicit materials, violence, or illegal activities, (b) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, (c) manipulate keyword searches on portals and/or search engines that conflict with XMTrading's, (d) misrepresent themselves as XMTrading Main Website(s) by co-opting the visual "look and feel" of or text from XMTrading's Main Website(s) or otherwise violate XMTrading's Intellectual Property rights,

including, without limitation, "scraping" text or images from XMTrading's Main Website(s) or XMTrading managed Banners and/or Text Links, search marketing or all other online and offline campaigns, (e) include "XMTrading" or variations or misspellings thereof in the Introducer's domain names, (f) do not clearly make available an online privacy policy to visitors of his/hers website, (g) are "under construction" or have broken URL's, or (h) are otherwise considered offensive or inappropriate, in XMTrading's sole discretion.

- 3.13. The Introducer acknowledges and agrees not to conduct any action and/or practice that may be considered, without limitation, unlawful, tortuous, harassing, libellous, defamatory, embarrassing, obscene, threatening and/or hateful towards XMTrading's reputation.

Upon such violation, XMTrading reserves the right to immediately demote the Introducer's Level along with the corresponding Commission Structure or terminate this Agreement with immediate effect without any prior notice.

- 3.14. The Introducer shall not authorize or encourage any third party to: (a) directly or indirectly generate use of the online services offered by XMTrading through any automated, deceptive, fraudulent or other invalid means, including, but not limited to, through repeated manual clicks, the use of robots or other automated tools and/or computer generated queries, and/or the unauthorized use of other search engine optimization services and/or software; (b) edit, modify, filter, truncate or change the order of the information contained in any part of XMTrading's Main Website(s), or remove, obscure or minimize any part of XMTrading's Main Website(s) in any way without authorization from XMTrading; (c) frame, minimize, remove or otherwise inhibit the full and complete display of any Web page accessed by a Client after clicking on any part of XMTrading Main Website(s); (d) redirect any Client away from XMTrading's Main Website(s); (e) provide a version of any Web page of XMTrading's Main Website(s) that is different from the page an end user would access by going directly to XMTrading's Main Website(s); intersperse any content between XMTrading's Main Website(s) and the applicable landing page on XMTrading's Main Website(s); or otherwise provide anything other than a direct link from the Introducer's website(s) to a relevant landing page on XMTrading's Main Website(s), as approved by XMTrading in accordance with this Agreement, on any Web page or any website(s) that contains any pornographic, hate-related, violent, or illegal content; (f) directly or indirectly access, launch, and/or activate access to the online services offered by XMTrading through or from, or otherwise incorporate access to the online services offered by XMTrading or referrals in, any software application, website, or other means other than his/her website(s), and then only to the extent expressly permitted by this Agreement; (g) "crawl", "spider", index or in any non-transitory manner store or cache information obtained from or pertaining to any Client who has been or is identified as solicited by and introduced and/or referred to XMTrading's Main Website(s) via his/hers tracker(s), or any part, copy, or derivative thereto; (h) act in any way that violates any various policies posted on XMTrading's Main Website(s), as may be revised from time to time, or included in any other agreement between the Introducer and XMTrading (including, without limitation in this Agreement); (i) disseminate malware; (j) create a new account to enroll in XMTrading's Introducer Program after XMTrading has terminated this Agreement with the Introducer as a result of the Introducers' breach of this Agreement; or (k) engage in any action or practice that reflects poorly on XMTrading or otherwise disparages or devalues XMTrading's reputation or goodwill.
- 3.15. Except as expressly otherwise provided for in this Agreement, and then only if and to the extent provided herein, the Introducer is prohibited from sending e-mails to promote XMTrading, XMTrading's Main Website(s), XMTrading's Introducing Program and/or the online services offered by XMTrading.

Furthermore, the Introducer expressly acknowledges and agrees that XMTrading does not participate in, support or indulge mass unsolicited e-mailing (i.e., spamming, desktop scrapes) to promote XMTrading, XMTrading's Main Website(s), XMTrading's Introducer Program and/or the online services offered by XMTrading, and the Introducer expressly acknowledges and agrees that is expected to adhere to this policy as well.

- 3.16. The Introducer acknowledges and agrees that any attempted participation or violation of any of the foregoing is a material breach of this Agreement and that XMTrading may pursue, at XMTrading's sole discretion, any and all applicable legal and equitable remedies against the Introducer, including an immediate suspension of the Introducers Account(s) with XMTrading and/or the immediate termination of this Agreement, without prior notice being required, and/or the pursuit of all available civil or criminal remedies.
- 3.17. The Introducer further represents and warrants that his/her website(s) and any materials displayed therein: (a) comply with all applicable laws and regulations, statutes, ordinances, and other applicable regulations; (b) do not breach, and have not breached, any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; and (c) are not pornographic, hate-related or otherwise violent in content.

#### **4. Third Party Hosting Service**

- 4.1. XMTrading may offer, at its sole discretion, a hosting service, provided by a third-party hosting provider, to which the Introducer will point his/her domain name to the respective nameservers (DNS) of the hosting provider with the sole purpose of hosting a referral landing page. It should be noted that, the hosting service shall only be available and/or applicable to Introducers which are duly verified and/or accepted by XMTrading, as per XMTrading's internal processes and procedures.
- 4.2. XMTrading shall be able to monitor and apply any appropriate changes on the respective landing page without prior notification to the Introducer as it deems necessary and in line with the terms of the present Agreement. The landing page shall contain the Introducer's unique affiliate and/or referral link for the purposes of evaluating the traffic generated to XMTrading's Website(s). It should be noted that the Introducer shall not be able to alter and/or modify the content of the respective landing page.
- 4.3. The provision of this service shall be free of charge for the Introducer and it shall be provided to the latter, whenever XMTrading deems necessary and/or appropriate.
- 4.4. XMTrading shall not be held liable for any loss of traffic and/or failure of the introduced Clients' registration under a respective Introducer in case the provided hosting service is facing downtime and/or is unavailable due to technical issues and/or malfunctions.
- 4.5. It should be noted that XMTrading reserves the right to terminate this service at its sole discretion in case of violation of the terms of this service and/or of those of the present Agreement and/or upon termination of the business relationship with the Introducer for any other reason.

#### **5. Introducer Relationship and Activities**

- 5.1. In the event that the Introducer deviates from the standard interpretation of this Agreement, it will be considered that he/she has breached the Agreement unless he has obtained written confirmation from XMTrading.

- 5.2. The Introducer hereby undertakes to introduce prospective Clients with regards to the services offered by XMTrading as specified in the Client Agreement. For the introduction of Clients, the Introducer will endeavor and will carry out all necessary actions so as for XMTrading to enter into an agreement with the referred Client.
- 5.3. Any Introducer interested in targeting a person who is a citizen or resident of a forbidden country and/or country with restriction must first receive XMTrading's prior written approval.
- 5.4. In the event that an introduced Client is a citizen or resident of a forbidden country and/or country with restriction, the Introducer acknowledges and agrees that he/she will not be entitled to receive any Commission by XMTrading for such Clients.
- 5.5. The Introducer shall translate documents, where needed, for XMTrading as well as explain to his/her Clients the services offered by XMTrading. If applicable, the Introducer shall also act as a translator between the Client and XMTrading.
- 5.6. Without prejudice to the obligations of the Introducer under this Agreement and especially the service of acting as a mediator between the XMTrading and the prospective client for the conclusion of a financial transaction, including the presentation and analysis of the financial products of XMTrading, the XMTrading is not responsible and has no liability for any advice or recommendation or decision provided by the Introducer to the Client.
- 5.7. For the Introducer to be eligible for any commissions with regards to the introduced Client, has to meet all requirements set in this Agreement, including further Appendices. The Introducer must further ensure that he/she has mediated so as for the Client and XMTrading to enter into an agreement before the prospective Client opens an account with XMTrading without XMTrading utilizing the distinct act of mediation by the Introducer or the prospective Client came directly from the Introducer's website and opened an account with XMTrading. For the avoidance of doubt, the obligations of Introducer under this Agreement and specifically the obligations in relation to carrying out all actions necessary in order for XMTrading to enter into an agreement with the Client are not lifted in cases where the Clients reach XMTrading through the website of the Introducer.
- 5.8. In the case the Introducer maintains a website for promoting his/her business then, for the purposes of identifying and targeting suitable opportunities the following functionalities and information should be included:
  - (a) A link should be available directing prospective Clients to XMTrading's Main Website(s);
  - (b) XMTrading's information and/or logo and/or banners are provided to the prospective Clients;
  - (c) Description of XMTrading's product(s) in order to provide specific information to the prospective clients wishing to enter into a Client Agreement with XMTrading, in relation to the financial products of XMTrading.
- 5.9. The Introducer is required to obtain XMTrading's approval prior to uploading any information or functionalities relating to XMTrading and its services. In the case where the Introducer intends to change XMTrading's information and/or functionalities that were initially provided and approved by XMTrading, then the Introducer needs to obtain a new approval by XMTrading before he proceeds with such changes.
- 5.10. In the event of any disparity between the claim(s) made by the Introducer and XMTrading with regards to the introduced Client, XMTrading shall have the sole discretion in accepting or rejecting the claim(s) of the Introducer.

- 5.11. Any prospective Client, who is introduced by the Introducer and opens an account with XMTrading, will also be considered an XMTrading's Client, and will be subject to all of XMTrading's rules, policies and operating procedures that govern their activity at XMTrading's Main Website(s) and needs to follow the same procedure as any other person who opens an account with XMTrading.
- 5.12. XMTrading may, at its sole discretion, accept or decline any Client introduced by the Introducer and has the right to terminate the business relationship with any Client, at any time. All data relating to the Clients that open an Account with XMTrading will remain the sole and exclusive property of XMTrading and by entering into this Agreement the Introducer acquires no right to such information, except as expressly stated herein.
- 5.13. Without prejudice to the obligations of the Introducer under clause 3.5 of the present Agreement, whereby the Introducer undertakes to act as a mediator between XMTrading and the prospective Client for the conclusion of an agreement and for presenting, to prospective clients, the financial products of XMTrading the Introducer shall not directly influence any Client with regards to his/her trading or funding facilities unless the Client has given written consent to the Introducer to do so and in the form acceptable by XMTrading.
- 5.14. The Client is required to fund his/her account held with XMTrading directly from his/her personal bank account unless otherwise agreed and the relevant documentation is presented and approved by XMTrading. XMTrading has the right to return funds only to the same remitter as the funds were deposited, using the same payment method.
- 5.15. XMTrading will not be liable or responsible for any marketing or promotions that may be initiated by the Introducer for the needs of his/her own business purposes and for the provision of the mediation services under this Agreement and for any costs or charges for such activity. The costs will be met solely by the Introducer.
- 5.16. Subject to the terms and conditions of this Agreement and in accordance with the terms and conditions hereof, the Introducer may refer potential Clients to XMTrading's Main Website(s) in order to facilitate explanations with regards to the financial products offered by XMTrading and therefore agrees that all mediation activities carried out for the purpose of identifying, targeting and referring prospective Clients to XMTrading must be professional, proper and lawful under applicable laws, rules and regulations.

## **6. XMTrading's Undertakings**

- 6.1. XMTrading warrants making any payments due to the Introducer in respect of the Introducer's Commissions for its financial services as agreed in this Agreement.
- 6.2. The Introducer shall be entitled to the Introducer's Commission structure as agreed and stated in Appendix 1 attached, and may not be subject to any changes unless agreed by both parties.
- 6.3. XMTrading is responsible for the calculation and due payment of the Introducer's Commissions.
- 6.4. XMTrading's Terms and Conditions are set out in XMTrading's Website(s).
- 6.5. In the event of any dispute, or complaint from a Client, XMTrading has the right to hold back any commissions due to the Introducer until such issues are resolved.

- 6.6. In the event that XMTrading will identify any abuse on the trading activity of any Clients introduced by the Introducer, such as open and close trades instantly for the purpose of generating commissions, XMTrading reserves the right to place time limitation on the Introducer's profile.

## 7. Reports & Payments

- 7.1. XMTrading will track and report the trading activity of Clients who have been approved by XMTrading to open an account as a result of the active mediation of the Introducer, for purpose of remuneration calculated based on the Introducer's Commission(s) definition.
- 7.2. The Introducer's Commission(s) will be paid every week, which is seven (7) calendar days from the date of registration of the Introducer's account and a week held in arrears, into the respective account of the Introducer, held with XMTrading. If the total Commission(s) amount due is less than USD 500, XMTrading reserves the right not to execute the payment and carry the balance forward to the next period. No payment will be executed for Commission(s) less than USD 500.
- 7.3. In the event that the Commission(s) generated within a period of three (3) consecutive months is less than USD 500, the Commission(s) amount due will be considered as void and will be forfeited. In such case, XMTrading also reserves the right to terminate this Agreement with immediate effect by giving notice to the Introducer in writing.
- 7.4. In the event any trading activity by introduced Clients, is deemed suspicious by XMTrading, then XMTrading may delay payment of Commission(s) for until it verifies the relevant transactions. In the event that XMTrading determines the activity to constitute fraud traffic, XMTrading is entitled to terminate this Agreement and/or to recalculate or withhold the Introducer's Commission(s) accordingly and in XMTrading's sole discretion.
- 7.5. All payments will be due and payable in United States Dollars ('USD') only. Payment will be credited to the Introducer's account, which has been registered when signing up to the Introducer Program. At XMTrading's sole discretion, and as deemed appropriate, XMTrading may accommodate other methods of payment or currency. Any charges incurred for other methods of payment will be covered by the Introducer and deducted from the Introducer's Commission(s).
- 7.6. In cases of transfers between accounts with different base currencies, the specified amount will be automatically converted according to current ECB ratios and an additional fee of 0.3% will be applied.
- 7.7. Deposit of payment, acceptance of payment transfer or acceptance of other payment by the Introducer will be deemed full and final settlement of the Introducer's Commissions due for the month indicated. Hence, if there is disagreement with the reports or amount payable, the Introducer must NOT accept payment for such amount and immediately send a written notice of dispute. Dispute notices must be in writing and be received within thirty (30) calendar days of the end of each month for which payment is made, or the right to dispute such report or payment will be deemed waived and the Introducer shall be deemed to have waived any and all rights in relation to such report or such payment and further to have waived any claims of restitution and/or unjust enrichment.
- 7.8. In the event that this Agreement is terminated for any reason, other than for cause, XMTrading shall pay the Introducer any earned balance of Introducer's Commission(s) that is due and payable to the Introducer at the time of termination of this Agreement, within sixty (60) days after the end of the calendar month in which the Agreement is terminated by the Introducer (following

XMTrading's receipt of the Introducer's written notice, including by email, to terminate the Agreement) or by XMTrading. The Introducer is solely responsible for providing and maintaining accurate address and other contact information as well as payment information associated with his/her Account.

7.9. The payments made under this Agreement are for use by the Introducer only and may not be transferred or in any manner passed on to any third party, unless expressly authorized beforehand in writing by XMTrading (including by electronic mail).

7.10. From time to time, XMTrading may be holding funds, payments and other amounts due to the Introducer in connection with this Agreement. The Introducer acknowledges and agrees that XMTrading may, without further notice, forfeit all funds, payments and other amounts related to this Agreement and that are due to the Introducer (if any), but which XMTrading is unable to pay or deliver to the Introducer because the Introducer account(s) is inactive (as defined below) and terminate the business relationship with the Introducer by disabling the Account and giving written notice to the Introducer. "**Inactive**" shall mean that, based on XMTrading's records:

- (a) for a period of twelve (12) consecutive months or more the Introducer has not logged into the Introducer account(s) or has not requested to be paid his/her commissions generated; and
- (b) XMTrading has been unable to reach, or has not received adequate payment instructions from the Introducer, after contacting at the registered address shown in XMTrading's records.

7.11. In the case where the Introducer is inactive for ninety (90) consecutive days (e.g., no new clients have been registered to XMTrading through the Introducer, etc.), XMTrading reserves the right not to pay any Commission(s) to the Introducer (i.e., set any Commission payment down to 0).

## 8. Dormant and Archiving Policy

8.1. In the event that there is no activity (i.e., no commissions generated) in the E-wallet linked with the Introducer's account for a set period of at least three (3) consecutive months, XMTrading will regard the E-wallet to be '**dormant**'. An E-wallet shall be deemed as dormant by the last day of the three (3) consecutive months in which there has been no activity (i.e., from the last day where commissions were generated) in the E-wallet.

8.2. Dormant E-wallets shall be charged with a monthly dormant fee of USD 10 (ten United States Dollars) or the full amount of the generated commissions if the available commissions are less than USD 10 (ten United States Dollars). There will be no charge if there are no generated commissions available in the E-wallet (i.e., zero balance).

8.3. E-wallets with less than USD 5 (five United States Dollars) balance will be archived after a period of three (3) consecutive months of inactivity (i.e., no commissions generated and no withdrawals performed).

## 9. Confidentiality and Personal Data Protection

9.1. The Introducer shall keep all information confidential and shall not disclose to any third party any of the terms of this Agreement or any information incidental or related thereto the business of XMTrading (other than such terms or information which comes into the public domain), unless it

is required under any applicable law or by any regulatory or governmental body or obtained by XMTrading's written consent. Notwithstanding anything to the contrary in this Agreement or the termination of this Agreement, this clause shall continue to have effect and be binding to the Introducer without any time limit.

- 9.2. The Introducer acknowledges the importance XMTrading places on protecting the privacy of its Clients and hereby expressly acknowledges, agrees and undertakes not to try to access or to access any "**Personal Data**" acquired from or about prospective, new Clients or existing Clients, initiated without the express prior and written consent of, or expressed instructions in writing from, XMTrading.
- 9.3. The Introducer hereby expressly acknowledges, agrees and undertakes and that it shall comply at all times with all applicable laws and regulations pertaining to "**Personal Data**" protection, in particular the applicable Data Protection Legislations.
- 9.4. In particular, in the event that "**Personal Data**" are collected by the Introducer, he/she shall provide the relevant data subjects with the information required by all applicable laws and regulations pertaining to "**Personal Data**" protection, in particular the applicable Data Protection Legislations and, when necessary, shall obtain the prior written consent of all "**Data Subjects**" concerned.
- 9.5. XMTrading keeps any clients'/potential clients' personal data in accordance with the applicable data protection laws and regulations. For all information regarding privacy and data protection as well as for the legal bases and purposes of the processing of your personal data and other relevant information, please read the complete terms of our Privacy Policy carefully, before submitting an application for the opening of a trading account with us.

## 10. Notices and Communication

- 10.1. Unless otherwise specified, the Introducer has to send any notice, instruction, request or other communication via post or electronic mail.
- 10.2. Information may be provided by XMTrading to the Introducer in paper format or by email to the Introducer's email address provided during his registration.
- 10.3. All notices/information provided by XMTrading or received from the Introducer should be in the English language.

## 11. Amendment and Termination

- 11.1. This Agreement may be amended from time to time. Any changes to the Agreement will not apply to Introducer's Commissions earned in relation to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. XMTrading shall notify the Introducer of any material changes in the Agreement at least five (5) business days prior to the amendments coming into force. Should the Introducer disagree with the changes, he/she may terminate the Agreement in accordance with paragraph 11.2 below.

- 11.2. Either Party (XMTrading or Introducer) can terminate the Agreement by giving five (5) business days written notice to the other Party.
- 11.3. XMTrading shall reserve the right to terminate or suspend without notice, this Agreement or any rights of the Introducer that may fall under the provisions of this Agreement and/or its Appendices hereto attached or related, due to any malpractice, breach, failure or other significant event, including liquidation or insolvency, on the part of the Introducer. Such termination will be at the sole discretion of XMTrading.
- 11.4. Upon termination of the Agreement, the Introducer is obliged to return to XMTrading any XMTrading's materials used to promote his/her business (e.g. newsletters, banners, text, etc.). In the case where the Introducer maintains a website and is using any XMTrading materials, he/she is obliged to immediately withdraw such materials upon termination of the said Agreement.
- 11.5. Upon termination of this Agreement, XMTrading warrants to pay the Introducer all Introducer's Commissions as set out on this Agreement.
- 11.6. Furthermore, XMTrading may terminate this Agreement forthwith for cause, upon written notice to the Introducer, if: (a) it becomes unlawful for XMTrading and/or the Introducer to perform or comply with any one or more of the Introducer's obligations under this Agreement; or (b) the Introducer ceases, in XMTrading's reasonable opinion, to be fit and proper to introduce/provide the services to XMTrading, if the Introducer no longer holds the necessary authorization, license or consent to perform the obligations under this Agreement or if he/she is prevented for any reason from carrying out the activities and/or obligations hereunder; and (c) in the event of any change in applicable law or government regulations.

## 12. Force Majeure

- 12.1. XMTrading shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by the Introducer as a result of any total or partial failure, interruption or delay in the performance of this Agreement occasioned by any act of God, fire, war, civil commotion, labor dispute, act of government, state, governmental or supranational body or authority, or any investment exchange and/or clearing house, inability to communicate with market makers for whatever reason, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between the XMTrading and the Introducer or any other third-party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond XMTrading's reasonable control (a "**Force Majeure Event**").
- 12.2. The Introducer acknowledges and agrees that XMTrading may in its reasonable opinion, determine that a Force Majeure Event exists or is about to occur; as the case may be, XMTrading will inform the Introducer as soon as reasonably practicable if it so determines.
- 12.3. If XMTrading determines that a Force Majeure Event exists or is about to occur then it may (without prejudice to any other rights under this Agreement and at its sole discretion) take such action as it deems necessary or appropriate in the circumstances, having regard to the Introducers and his/her customers, and neither XMTrading, nor any of its directors, officers, employees, agents or advisers will be liable for any failure, hindrance or delay in performing its obligations under this Agreement or for taking or omitting to take any action pursuant to this subparagraph.

### **13. Regulatory Matters**

- 13.1. XMTrading shall be entitled to take any action as deems necessary and at its absolute discretion to ensure compliance with the applicable jurisdiction's rules (i.e., FSA and/or FSC) or any other applicable laws and regulations and such actions shall be binding on the Introducer and shall not render XMTrading or any of its directors, officers, employees or agents liable.
- 13.2. The Introducer hereby expressly acknowledges and agrees that upon reasonable written notice XMTrading and at its request, he/she will co-operate with the applicable regulatory authority and any other relevant regulator of XMTrading in relation to the matters covered by this Agreement.

### **14. Governing Language**

This Agreement as well as any additional agreement hereto (both present and future) are made in English. Any other language translations are provided as a convenience only. In the case of any inconsistency or discrepancy between the original English texts and their translation into any other language, the original versions in English shall prevail.

### **15. Applicable Laws and Place of Jurisdiction**

This Agreement and all transactional relations between the Introducer and XMTrading are governed by the applicable laws and regulations of the entity you are contracting with (i.e., Tradexfin Limited and/or Fintrade Limited) and the competent courts for the settlement of any dispute which may arise between them shall be the courts of Seychelles or Mauritius respectively as mutually agreed between them.

## APPENDIX 1 - COMMISSION(S) STRUCTURE

1. For each "**Standard Lot**" round turn transaction that is executed by a Client who has been or is identified as introduced and/or referred by the Introducer to XMTrading:
  - (a) for all CFD instruments on Currencies, Gold and Silver a commission equal to **USD 3,-** (three US Dollars) shall be paid to the Introducer;
  - (b) for all other CFD instruments a commission according to **Table 1** and **Table 2** below shall be paid to the Introducer;
  - (c) for all instruments on other account types (e.g., **KIWAMI, etc.**) you may find the relevant information about the Introducer's Commission(s) on the affiliate platform under the "T&Cs" tab.

### Notes:

- for all currency pairs, one '**Standard Lot**' shall be deemed to comprise 100,000 (one hundred thousand) units of base currency;
  - for spot metal instruments, one '**Standard Lot**' shall be deemed to comprise 100oz in regard of Gold and 5000oz in regard of Silver;
2. Introducer's Commissions shall be calculated solely based on records maintained by XMTrading. No other measurements or statistics of any kind shall be accepted by XMTrading or have any effect under this Agreement.
  3. For the purposes of calculating the Introducer's Commissions in respect of the trades executed by Clients who have been or are identified as introduced by and introduced and/or referred to XMTrading:
    - (a) Introducer's Commissions on trades where required margin have been supported by granted bonuses will be calculated proportionally to percentage of client's funds used in required margin. For example a Client deposits 100 EUR and receives 100% bonus (100 EUR), opens 1 standard lot of EUR/USD with leverage 500 :1, required margin is 200 EUR, since 100 EUR of client's funds stands for 50% of required margin affiliate will receive 50% of the rebate ( 50% x 10 \$ = 5\$ );
    - (b) trades with duration of five (5) minutes or less will not be included in the calculation of Introducer's Commissions; for the purposes hereof, duration is considered the time between opening and closing of a trade;
    - (c) trades that are closed by using the functions "close by" and "multiple close by" will not be included in the calculation of Introducer's Commissions;
    - (d) using a scalping strategy with Expert Advisors is allowed, provided it is not considered "churning" ("**Churning**"); accordingly, no Commissions will be paid in respect of trades employing the practice commonly known as "churning"; Churning is considered, but not limited to, the practice of executing trades through a client account for the sole purpose of generating Commissions;
    - (e) no Introducer's Commissions will be paid in respect of trades carried out in a Client's account in respect of which chargebacks and refunds have been effectuated; and
    - (f) no Introducer's Commissions will be paid in respect of Client trades, which XMTrading determines, at its sole discretion, to be the subject of "**Fraud Traffic**"; any and all fraud detection, prevention and remediation costs and all losses and damages incurred in relation to such a Client's account may be deducted from the Introducer's Commissions otherwise payable to the Introducer.
    - (g) No Introducer's Commissions will be generated by the Introduced Clients trading on No-Deposit Trading Bonus and/or with profits generated from trading with such Bonus.
    - (h) No Introducer's Commissions will be generated by introducing as an Introduced Client yourself.
  4. No Introducer's Commissions will be earned on traffic generated by unlawful, fraudulent or improper means. In the event that there is violation of this provision, the Introducer will forfeit all Commissions

earned and XMTrading reserves the right to terminate this Agreement with immediate effect without prior notice being required, and the pursuit of all available civil or criminal remedies.

5. No Introducer's Commissions will be earned (a) from any trading activity performed by the Introduced Clients with the "No Deposit Trading Bonus" and/or (b) with trading on any profits generated from the said Bonus, unless the Introduced Client deposits any amount to his/her trading account(s) and trade with such amount. For the purpose of calculating the Introducer's Commissions in respect to the trades executed, the eligibility trading conditions referred herein in this Agreement also apply.
6. XMTrading has the right to terminate this Agreement if the Introducer introduces less than three (3) Clients within a ninety (90) day period from the date of concluding this Agreement.
7. XMTrading has the right to exclude a Client from an Introducer's Account in the case where the Client has not funded his/her account within fifteen (15) days from the registration of the Client's trading account.
8. XMTrading will treat each Introducer on an individual basis and the Commission Structure along with related clauses discussed with the Introducer's account manager can be amended based upon factors such as number of monthly new introduced depositing clients, monthly deposit amounts and/or monthly trading volume.
9. XMTrading reserves the right to alter, amend or terminate this Commission Structure, or any aspect of it, at its sole discretion, at any time and without prior notice and will notify you of any such changes by posting the modified Commission Structure on XMTrading's Main Website. XMTrading recommends that you revisit this Agreement regularly.
10. XMTrading reserves the right at its sole discretion, to demote or promote the Affiliate Level of the Introducer along with the corresponding Commission Structure, based on the performance and conduct of the Introducer.
11. Commissions generated by the Affiliate's own trading account(s) or the trading account(s) which appear to be managed/control by the Affiliate (i.e. self-rebates) shall not be taken into consideration unless the Affiliate has other active clients during the same period of time with a trading volume equal to or greater than his own trading volume. For the avoidance of any doubt, in such cases, XMTrading reserves the right, as its reasonable discretion:
  - (a) not to pay any commissions (i.e., self-rebates) to the Affiliate; and/or
  - (b) to temporarily suspend the Affiliate's Account; and/or
  - (c) to terminate the business relationship with the Affiliate.
12. The table(s) with the commission(s) that the Introducer may earn based on the client's trading activity (i.e., for the trading of 1 standard lot of each CFD instrument) can be found in your partner's area.
13. No commissions are generated by the referred Clients' trading on No-Deposit Trading Bonus funds nor with any funds/profit generated from trading with such bonus.