

## VFTRADINGS PARTNER PROGRAM AGREEMENT

This VFTradings Partner Program Agreement (hereinafter referred to as the (“**Agreement**”)) is entered into by and between VFTradings, (hereinafter referred to as “**VFTradings**”), and the person who has completed the application to become a Partner (hereinafter referred to as “**Partner**”). VFTradings and the Partner shall collectively be referred to herein as the “**Parties**”.

### 1. CONTRACTUAL RELATIONSHIP

1. This agreement governs the contractual relationship between the Partner and VFTradings, by which the Partner can, subject to the present Terms and Conditions, can receive remuneration for introducing traders to the VF Racer Challenge through promotion of the VFTradings Services.

2. The Partner is engaged in the business of soliciting traders for the provision of tools for simulated trading on the foreign exchange market or simulated trading with other instruments on various financial markets. The Partner agrees to act as a mediator between VFTradings and their traders, carrying out all necessary preparatory work for the conclusion of an agreement between VFTradings and a trader.

3. The Partner acknowledges that, if required under applicable laws and regulations, they are solely responsible for ensuring their registration as an introducer, or in some other capacity that authorises them to provide the services contemplated under this agreement to VFTradings.

4. The Partner is not authorized to enter into contractual agreements with prospective traders on behalf of VFTradings.

### 2. INTEPRETATION OF TERMS

2.1 For the purposes of the present agreement, the following terms shall be interpreted as follows

“Agreement/Contract” shall mean this VFTradings partner program agreement.

“Compensation” has the meaning in section 5 herein and the compensation, charges, and other rates applicable to this agreement, determined and expressed within Appendix A herein.

“CPA” means the fixed cost per acquisition available to a partner per trader.

“VFTradings Agreement” means the agreements entered into by the trader and VFTradings that govern all trading activity of the trader with the companies. Operative agreements consist of the VFTradings GTC and Privacy Policy, which can be found on the VFTradings Above-mentioned Website, and may be amended from time to time.

“Force Majeure Event” has the meaning as set out in Clause 13 herein.

“Hourly Review” means the review and calculation performed by VFTradings partners on an hourly basis in order to determine the number of traders under a partner in order to determine the relevant partner Level as per Table 1 of Appendix A below herein.

“Initial Trader Fees” means the fees paid to VFTradings by each unique trader in exchange for the first provision of the VFTradings Services.

“Intellectual Property Rights” means patents, rights on inventions, copyrights and related rights, moral rights, trademarks, trade names and domain names, website content, rights in design, and computer software, database rights, and other similar or equivalent rights whether registered or not.

“Level” means the category of CPA compensation based on the number of referred traders.

“Links” means any hypertext links (either a banner or text link) obtained from the partner panel or any other means used to identify partner activities, including introducing traders.

“Partner” means any individual or company, acting in the course of business and engaged in advertising and marketing activities (promotion of the VFTradings brand online, use of the VFTradings site as a portal for displaying promotional and advertising content, hosting of marketing material, direction of web traffic to the VFTradings site, increasing the online profile of VFTradings through search engine optimisation, and performing any other similar activities) who may, at any time under the terms of this agreement, introduce prospective traders to participate in the VF Racer Challenge.

“Partner Link” means the unique link and/or personalised ID which is used to identify partner activities and introduce traders.

“Partner Panel” means the secure account partner interface area (or backend) on VFTradings where all partners log in to view all their data, get partner links, view statistics, complete/update their payment profile, and access promotional tools.

“Promotional Material” means promotional, advertising, communication, VFTradings partner program agreement, and educational materials that relate to VFTradings, its products and services or relate to the introduction of a prospective trader or transaction in an existing trader's trading account and were provided to a partner on the VFTradings website for the purpose of the present agreement or made by a partner based on prior companies' or VFTradings's consent. Promotional materials include, but are not limited to, the published VFTradings partner program agreement, written texts, images, SMS, training materials, logos, banners, promo links, trade names, trademarks, including, without limitation any promotional marketing giveaways and/or similar.

“Prospective trader” means any person, whether an individual or a company, who has been or is going to be introduced by the partner to the company.

“Trader” means any person, whether an individual and/or a company, who has been or is introduced by the partner to register for, and is using the VFTradings Services.

“VF Racer Challenge” means the assessment program offered by VFTradings on the VFTradings Website.

“VFTradings Services” or “Services” shall mean the VF Racer Challenge product; including the provision of tools for simulated trading on the foreign exchange market or simulated

trading with other instruments on various financial markets. This includes the provision of analytical tools, training and educational materials, access to the Trader Portal, and other ancillary services.

“VFTradings Website” means <https://vftradings.com/>.

“Company” means VFTradings.

“Written Notice” has the meaning set out in Clause 6 of this agreement.

### **3. COMMENCEMENT**

3.1 This agreement shall bind the partner and VFTradings on the day of approval of the partner by VFTradings and shall continue unless and/or until terminated according to Clause 7 below herein.

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### **4. PARTNERS' PARTICIPANT CONDITIONS**

4.1 In order for a partner to be considered by VFTradings for participation in the VFTradings partner program, the partner must:

- I. Complete and submit the online application/questionnaire and read and accept online the present agreement.
- II. Provide sufficient proof of identity documentation(s) such as a government-issued proof of identity document, (i.e. passport, national identity card, or driving licence) and proof of residential address prior to being accepted as a partner. If the partner is a company or a legal entity, they must provide:
  1. Copy of Certificate of Incorporation;
  2. Certificate of good standing or other proof of registered address of the company;
  3. Proof of identity and proof of address of directors;
  4. Proof of identity and proof of address of other authorised representatives in case he/she will deal with VFTradings on behalf of the entity;
  5. Proof of identity and proof of address of all ultimate beneficial owners/shareholders (25% or more) prior to being accepted as a partner.

4.2 The partner as an individual hereto represents that he or she has the full rightpower, and authority to enter into and be bound by the Terms and Conditions of this agreement and to perform his or her obligations under this agreement without the approval or consent of any other party. If the partner is a company, then the person agreeing to this agreement on behalf of that company hereby represents and warrants that he or she is authorised and lawfully able to bind that company to this agreement and that the company has the full right, power, and authority to enter into and be bound by the Terms and Conditions of this agreement and to perform its obligations under this agreement without the approval or consent of any other third party.

4.3 The partner represents and warrants that it is qualified under any applicable regulatory requirements to offer VFTradings the products and services mentioned in this agreement,

and that all actions performed by the partner will comply with the applicable laws and/or regulations and/or directives. The partner hereby acknowledges that it is solely responsible for staying updated on all matters related to the applicable regulations, laws, and directives. Failure to comply with the local regulatory requirements may result in immediate suspension or termination of the Partner's participation in the Program without compensation.

4.4 VFTradings shall evaluate the partner's application in good faith and shall notify the partner of VFTradings's acceptance or rejection in a timely manner. If the partner's application is rejected, for any reason, the partner may reapply only after the partner has rectified the issues which led to such rejection.

4.5 Once the partner registers, provides a contact e-mail address, and creates a password, the partner shall be granted access to the secure partner panel. From this partner panel, the partner shall be able to access information regarding the partner's performance and commissions. The partner must promptly provide VFTradings with sufficient proof of identity documentation and, where applicable, proof of address, as these may be requested from time to time. VFTradings shall exercise due skill, care, and diligence when entering into, managing, or terminating any arrangement with a partner and may provide the partners with appropriate and practical training in relation to the services provided under this agreement, which the partners shall be obliged to follow as per the agreement.

4.6 The partner must provide true and complete information to VFTradings, as requested from time to time, about the partner and/or partner's activities, blog, website, social media profile, and any other information directly and/or indirectly related to the terms of this agreement and notify VFTradings promptly in case of any changes.

4.7 The partner, upon the commencement of this agreement, must immediately provide VFTradings with sufficient proof of ownership of the partner's blog, website, and/or social media profile, as requested from time to time.

4.8 The partner acknowledges that it is aware of the contents and understands the VFTradings compliance and, where applicable, Anti-Money Laundering Policies available on the VFTradings website, which may be modified from time to time, and agrees to operate in accordance with the policies and procedures contained therein.

4.9 The partner shall always maintain in force all necessary registrations, authorisations, consents, and licences to fulfil its obligations under this agreement and fully comply with all applicable laws and regulations (including, but not limited to, financial services regulations, data protection, trademark, copyright, and anti-spamming rules) applicable to the partner or to the jurisdiction in which the partner is resident or conducts business.

4.10 Whenever requested, the partner shall provide details and evidence of its status and business and of the licensing and/or authorisation requirements applicable to the partner's activities at VFTradings's request.

4.11 To promote and market the VFTradings Services, the partner must use only the promotional material provided directly by VFTradings. In cases where promotional material is prepared by the partner, the partner shall provide these promotional materials to VFTradings and obtain prior written approval before using such promotional materials. Promotional materials, as well as landing pages and other materials prepared by the partner in the

course of this agreement, must be used only after VFTradings has granted written approval before they are launched. VFTradings shall respond to any promotional material approval requests within 5 business days. In the absence of a response, the material will be deemed approved for use. These materials must be used only for the purposes of this agreement and must contain the partner's logo and a disclaimer stating the following:

*“All materials are prepared by the partner, and VFTradings should not be liable and should bear any responsibility regarding the provided information and/or materials. All claims should be addressed to the partner. All rights of VFTradings are reserved, and the VFTradings brand and logo must not be used without prior written consent from VFTradings.”*

4.12 To perform the services described in this agreement, the partner shall bear all establishment and operational costs and expenses for any marketing, advertising, and other promotional or related activities.

4.13 Any promotional material developed or created by the company and placed or used by the partner is owned by the company and, except for the purpose of this agreement, must not be used by the partner solely or in conjunction with any third party, without the prior written consent of the company. VFTradings reserves the right, at any time, to review the partner's placement of promotional materials for the purpose of the present agreement and approve its use of the partner's links. Further, VFTradings may require that the partner changes the placement or use of such promotional material to comply with applicable VFTradings requirements such as:

- I. The partner's website and/or social network should have a link directing prospective traders to the VFTradings site;
- II. The company's logo, brand name, banners, or information could be provided to the prospective trader only with the prior written approval of the company;
- III. The partner is obliged to place in an obvious location on the partner's website its capacity as a partner of the company along with the name of the company and services to be provided.

4.14 Throughout the period that this agreement is in force, the partner undertakes the responsibility to act in good faith at all times and must not make any false and/or misleading representations or statements with respect to VFTradings and/or the Partner Program and/or VFTradings Services provided and/or engage in any other practice which may affect the image, credibility, or reputation of VFTradings and the Company.

4.15 The partner undertakes the strict responsibility not to take and/or assist and/or cause due to any act or omission the association directly and/or indirectly with VFTradings and/or VFTradings Services, including but not limited to, using any website for unlawful activities, or having any content on their website, that is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights, and shall not link to any such material; or violates any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about VFTradings activities and business; or contains software downloads that potentially enable diversions of commission from other partners in this partner program.

4.16 Without prejudice to the foregoing, VFTradings and the Company shall not be responsible, and the partner shall bear sole responsibility for any acts or omissions of the partner, including but not limited to the use of another person's copyrighted material or other intellectual property in violation of the applicable law or any third-party rights. VFTradings reserves the right at its absolute discretion to terminate this and the partner's participation in the VFTradings Partner Program and/or detach a trader from the partner and/or to cancel all orders and annul all profits and/or remove and deduct any promotional VFTradings Partner Program material which might be offered from time to time from the partner's account and/or the trader's account, should the partner and/or any of the traders commit and/or VFTradings suspect any fraud in the use of and/or abuse of the VFTradings and the VFTradings Partner Program and/or any attempt of collusion and/or manipulation and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or is acting outside of the scope of this agreement and/or is in breach of the terms and conditions of this agreement and/or breach of applicable laws, regulations and directives and/or breach the conditions set out in Appendix A and VFTradings shall not be liable to the partner for any commissions resulting from such fraud, breach or abuse detected and/or suspected.

4.17 The partner hereby acknowledges and accepts that it is prohibited to use the VFTradings promotional material and/or any other information provided by VFTradings in order to offer in any way investment advisory services to prospective traders on behalf of VFTradings or under the VFTradings brand. VFTradings shall have the right to regularly verify and/or monitor that the partner does not proceed to any of the actions as stated hereunder and the partner agrees to such monitoring and provides all the necessary assets upon request within 48 hours.

4.18 The partner must not transmit to or in any way, whether directly or indirectly, expose the VFTradings website, content, platform and any other VFTradings property to any computer virus or other similarly harmful or malicious material, virus, or device.

4.19 The partner must not cause or assist by any act or omission in the creation or design of any website, which explicitly or implicitly resembles the VFTradings site and/or leads customers to believe the partner is VFTradings, VFTradings, or any other affiliated business.

4.20 The partner shall promptly inform VFTradings of any information or acts of a third party that has become known to the partner that could potentially harm VFTradings or VFTradings products and services and/or their reputation in any way and manner.

4.21 The partner cannot use or register a domain name or utilise through any search engine activity within any territory, keywords, search terms, or any other brand identifiers for its activities with the name of VFTradings or any other similar words or phrases which may cause confusion with the main brand of the company and/or VFTradings without the prior written consent of the company. In addition, URL bidding is also prohibited; partners must add brand terms as negatives and actively not target the brand through any media platforms settings where applicable. This includes, but is not limited to, pay-per-click, social media (including videos), mobile networks, and display networks. VFTradings reserves the right to request direct read-only access to any paid search account for the purposes of monitoring keyword activity and the change history of an account at any time. Access shall be granted within 24 hours of such a request.

4.22 The partner hereby acknowledges and understands that they shall not introduce to VFTradings traders from jurisdictions to which VFTradings does not offer services. A list of banned jurisdictions, including but not limited, may be found on <https://www.vftradings.com>. As such, the partner hereby consents and accepts that the partner shall not be entitled to compensation in the circumstances where such prospective traders and/or traders are introduced from any banned jurisdictions.

4.23 Where a partner acts outside the scope of this agreement and/or is in breach of any of the provisions of the VFTradings Partner Program, VFTradings shall have the right to cease cooperation and take all the necessary measures against the introducer, informing, at the same time, its traders through the VFTradings website and/or email, of such a termination.

4.24 VFTradings shall have the right to maintain registries and/or records with the partners, their associated traders, and the activities being carried out under this agreement.

4.25 The partner should establish, implement, and maintain a contingency plan for disaster and periodic testing of backup facilities, where this is necessary.

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## 5. COMPENSATION

5.1 The partner's compensation is calculated and awarded subject to the terms provided in Appendix A herein, as these may be amended from time to time at VFTradings's absolute and sole discretion.

5.2 Compensation will be paid monthly in arrears, subject to satisfactory verification (where relevant), the terms and the partner's plan and this clause 5.

5.3 Compensation will be paid within 15 days of the end of each calendar month, provided that the partner's commission balance is over USD \$50. If the commission balance is less than USD \$50 for a given month, the balance will be carried over and added to the commission entitlement for the following month. We reserve the right to void your commission entitlement and terminate your membership of the VFTradings Partner Program under clause 7 if your carried-over commission balance fails to reach USD \$50 within 6 consecutive calendar months.

5.4 VFTradings will pay commission to the partner with the payment details registered by the partner in the partner panel. The partner acknowledges and agrees that it must, at VFTradings's discretion, provide sufficient evidence to VFTradings to verify that the bank account or destination account is held under the partner's name. VFTradings will not be liable for any delays if the partner has not registered any payments, registered incorrect payment details, or failed to provide proof of bank account ownership. In case of any discrepancies regarding commission payouts, the Partner must notify VFTradings within 30 days of the relevant payout for resolution.

5.5 Without prejudice to the foregoing, VFTradings has the right not to pay the partner the compensation as per Appendix A and/or annul any accrued payout and/or amend the terms of Appendix A and/or the terms of the present agreement and/or terminate the agreement and/or close any accounts with immediate effect if:

- I. The partner acted dishonestly towards a prospective trader; or

- II. The partner is found in breach of any term of this agreement.

5.6 The minimum accumulated First Time Subscription Fee for each tier will be calculated at the end of each calendar month as outlined in Appendix A. A partner's commissions at the end of each calendar month will be based on the partner tier that their accumulated First Time Subscription Fee qualify them for.

5.7 Removal/transfer of traders:

- I. Whereas a trader has communicated to VFTradings that he/she wishes to be removed and/or transferred and/or unlinked from a partner, VFTradings shall, from the date of that communication, cease paying the partner any compensation and the partner shall have no further rights in respect of the unlinked trader. Under no circumstances shall VFTradings be liable for any consequences of any such removal from a partner and/or transfer to another partner.
- II. In the event a trader is transferred to another partner during the qualifying period, VFTradings shall, at their absolute discretion, determine whether any compensation regarding the qualifying period shall be paid and/or to which partner.
- III. It is understood that in the event of a transfer from one partner to another, the qualifying period shall not run afresh.
- IV. Any indication or suspicion of fraud, abuse, manipulation, or deceitful or fraudulent activity relating to the removal and/or transfer of trader(s) between partners shall entitle VFTradings to take any action they deem fit and proper in their sole and absolute discretion, including but not limited to the annulment of any compensation and/or termination of this agreement.

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## 6. WRITTEN NOTICE

6.1 Unless the contrary is specifically provided in this agreement, any written notice under this agreement may be made or given by any of the following means:

- I. Email;
- II. Published on the VFTradings website or within the partner panel.

6.2 The partner warrants herein that all contact information disclosed to the company in accordance with this agreement shall be true, correct, and accurate. Any attempt by the company to contact the partner unsuccessfully due to incorrect communication data provided (e.g., postal address, email address, or fax numbers) by the partner shall result in the immediate suspension and/or termination of the agreement.

6.3 Any such written notice shall be deemed to have been served:

- I. If sent by email, within one hour after emailing it;
- II. If posted on the VFTradings site or within the partner panel, within one hour after it has been posted.



6.4 For the purposes of this clause, “business hours” mean between 9:00 and 17:00 GMT+8 on a Business Day (Monday - Friday).

## **7. AMENDMENT AND TERMINATION**

7.1 The partner acknowledges that VFTradings has the right to unilaterally modify the terms of this agreement, Addendum, and/or appendices at any time and at its sole discretion, giving the partner at least 3 (three) Business Days written notice and/or by posting the modification on the VFTradings site, and the partner shall have an option to terminate the present agreement by giving notice in writing.

7.2 The partner may terminate this agreement with immediate effect by giving written notice to VFTradings as per Clause 6 above herein.

7.3 VFTradings may terminate this agreement with immediate effect by giving written notice to the partner.

7.4 Upon termination of the agreement, the partner is obliged to return VFTradings promotional marketing giveaways and/or the partner shall withdraw such promotional material upon the termination of the said agreement.

7.5 Termination of this agreement shall have the effect of termination of the compensation arrangement as set out herein with immediate effect. Any such termination shall not affect any existing legal rights and obligations under this agreement which have arisen prior to termination.

## **8. LIMITATIONS OF LIABILITY AND INDEMNITY**

8.1 VFTradings shall not be liable to the partner with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability, or another legal or equitable principle for any indirect, incidental, consequential, special, general, or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits or lost business) even if VFTradings has been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall VFTradings’s cumulative liability to the partner arising out of or related to this agreement, whether based in contract, negligence, strict liability, tort, or other legal or equitable theory, exceed the total commission fees paid to the partner in the 12 months preceding the claim under this agreement.

8.2 VFTradings makes no express or implied representations or warranties regarding the VFTradings Services and website, or the products or services provided therein. Any implied warranties of VFTradings’s ability, fitness for a particular purpose, and non-infringement are expressly disclaimed and excluded. In addition, VFTradings makes no representation that the operation of the VFTradings site shall be uninterrupted or error-free, and we shall not be liable for the consequences of any interruptions or errors.

8.3 The partner hereby agrees to indemnify and hold harmless VFTradings and VFTradings and their subsidiaries and partners, directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as “Losses”) insofar as such losses (or actions in respect thereof) arise out of the breach of the Terms

and Conditions of the present agreement and/or are based on (i) any claim of VFTradings's use of the partner trademarks infringes on any trademark, trade name, service mark, copyright, licence, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the partner herein, or (iii) any claim related to the partner's site, including, without limitation, the content therein not attributable to VFTradings.

## **9. PERSONAL DATA AND RECORDING OF PHONE CALLS**

9.1 VFTradings may process, use, store, or otherwise process personal information provided by the partner.

9.2 By entering into this agreement, the partner hereby consents to the transmittal and/or processing of the partner's personal data within and/or outside the European Economic Area.

9.3 The partner agrees that VFTradings may pass information about the partner, which the partner has provided to VFTradings and/or to third parties, in order to assist the company in processing and/or analysing the relevant information as a part of fulfilling the company's obligations under this agreement. Should the partner be unwilling for the company to transmit and/or process the partner's personal data and/or for such personal data to be used for such purposes, the partner shall give VFTradings written notice as per Clause 6 above herein.

9.4 Such personal data may also be used for marketing purposes, or to conduct research for the company or other companies in its group, which may use the personal data to bring to the attention of the partner products and services that may be of interest to the partner. If the partner does not wish the partner's personal data to be held for such purposes, the partner shall give VFTradings written notice.

9.5 Telephone conversations and/or electronic communications between the partner and VFTradings may be recorded and/or monitored and/or processed by VFTradings. The partner, by entering into this agreement, expressly consents to VFTradings recording and/or processing these telephone conversations and/or electronic communications. Any recordings shall be and remain the sole property of VFTradings and shall be accepted by the partner as conclusive evidence of the instructions or conversations so recorded. The partner agrees that VFTradings may deliver copies of transcripts of such recordings to any court, regulatory, or government authority.

9.6 VFTradings commits to processing any personal data in accordance with applicable data protection laws, including but not limited to the General Data Protection Regulation ("GDPR") for EU residents.

## **10. CONSENT TO DIRECT CONTACT**

10.1 The partner expressly invites the company, for the purposes of administering the terms of this agreement or otherwise marketing VFTradings products and services, from time to time, to make direct contact with the partner by telephone, fax, or otherwise.

10.2 The partner consents to such communications and acknowledges that such communication would not be considered by the partner as being a breach of any of the partner's rights under any relevant data protection and/or privacy regulations.

## **11. CONFIDENTIALITY**

11.1 All confidential information, including, but not limited to, any business, technical, financial, and customer information disclosed by VFTradings acquired by the partner's VFTradings Partner Program Agreement during negotiation or the effective term of this agreement, shall remain the sole property of VFTradings. Without prejudice to the foregoing, information of a confidential nature shall be treated as such provided that such information is not already in the public domain. Information of a confidential nature shall only be disclosed to any person other than an associated entity of VFTradings, in the following circumstances:

- I. where required by law;
- II. to investigate or prevent fraud or other illegal activity;
- III. if it is in the public interest to disclose such information;
- IV. as provided in the operative agreements of the company.

11.2 The rights granted by this section of the agreement will be in accordance with VFTradings Privacy Policy available on the website <https://www.vftradings.com/> and in line with any applicable legislation and/or regulation and/or the General Data Protection Regulation (GDPR). Confidentiality obligations will survive the termination of this Agreement for a period of two years.

## **12. PROPRIETARY RIGHTS**

12.1 VFTradings grants to the partner, for the duration of this agreement, a non-exclusive, non-transferable, revocable right to access the VFTradings site through the link solely in accordance with the terms of this agreement. This license shall be used solely in connection with the link, and it shall extend exclusively to promotional material, for the sole purpose of introducing traders and/or promoting and/or advertising VFTradings products and services.

12.2 It is hereto understood that the partner shall not modify or change the link or promotional materials, or any other materials provided by VFTradings in any manner.

12.3 The partner shall not use any VFTradings promotional materials or proprietary materials or other intellectual property in any manner that is disparaging, misleading, obscene, or in any way detrimental to VFTradings.

12.4 VFTradings reserves all of its rights in the materials provided and all of its other proprietary rights.

12.5 VFTradings shall be entitled to revoke this license to use the link or the promotional materials at any time and at its sole discretion.

12.6 Any inappropriate use of the link, text, banners, trademarks, trade names, service marks, and other intellectual property or other advertisements not expressly approved of in writing or provided by VFTradings may cause immediate termination of this agreement.

12.7 In the event of termination of this agreement for any reason, the partner shall promptly surrender and deliver to VFTradings any proprietary and/or promotional materials.

12.8 The partner agrees to indemnify the company and keep it indemnified at all times against all or any costs, claims, damages, or expenses incurred, or for which they may

become liable, with respect to any proprietary materials and/or intellectual property infringement claim or other claim relating to the provision of services provided by the partner to VFTradings during the course of this agreement.

12.9 Except as permitted herein, the partner shall not and is not authorised to:

1. use the “VFTradings” or “VFTradings” trademark, name or any of VFTradings’s other intellectual property (or any variations or misspellings thereof or other term or terms confusingly similar to any of the foregoing) and all of the foregoing, including without limitation, the “links” and the “licensed materials” of VFTradings, without VFTradings’s express prior written permission;
2. use of the VFTradings or VFTradings’s IP in a domain or website name, in any bids for keywords or Google AdWords (or similar programs at other search engines), in any search engine advertising (paid or otherwise), in any metatags, Google AdWords (or similar programs at other search engines), keywords, advertising, search terms, code, or otherwise;
3. cause or create or act in any way that causes or creates or could cause or create any “initial interest confusion” over the use of VFTradings or VFTradings’s IP on the internet or in any search engine advertising.

12.10 Such a use of VFTradings or VFTradings IP rights in any manner, other than as expressly permitted herein (in addition to being a breach of this agreement) shall constitute an unlawful infringement of VFTradings trademarks, copyrights or other intellectual property rights, and may subject the partner to claims for damages (including without limitation, treble damages for knowing or willful infringement), and the obligation to pay any legal fees and costs in connection with any action or proceeding in which VFTradings seeks to enforce their rights under this agreement or with regard to any of our intellectual property rights.

12.11 The partners are hereby deprived of any right to use “VFTradings” as part of or a sole word while registering domain names or as part of or a sole word while taking nickname in any social network and/or from any other unauthorised usage of “VFTradings” for personal needs and not related to this agreement. Also, it is prohibited without VFTradings’s written approval to use the VFTradings or VFTradings registered trademarks, trade names, service mark, copyright, licence, intellectual property, and other proprietary information.

### **13. FORCE MAJEURE**

13.1 VFTradings shall not be liable for the non-performance or improper performance of its obligations under this agreement, should the company be prevented from or unable to do so due to a force majeure event, including, without limitation, any government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; labor disputes not including disputes involving the company's workforce; discontinuance or suspension of the operation of any market; failure of communication for any reason with market makers, malfunctioning and/or nonoperation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown, or unavailability of access to the internet or the platform(s); any other extreme event beyond

the reasonable control of the company which may suddenly or drastically affect the prices in the underlying asset/market as well as any other event, act, and/or circumstances that shall have a direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within the VFTradings reasonable control, and the effect of that event(s) is such that VFTradings is not in a position to take any reasonable action to prevent.

13.2 If VFTradings determines in their reasonable opinion that a force majeure event exists (without prejudice to any other rights under this agreement), VFTradings may without prior written notice and at any time take or omit to take all such actions as VFTradings deems to be reasonably appropriate in these circumstances.

13.3 If a force majeure event continues for more than 60 days, either party may terminate this Agreement without further obligation or liability, provided that all obligations incurred prior to the force majeure event are fulfilled.

#### **14. DISPUTE RESOLUTION**

14.1 The parties further agree that they shall use the following procedure to identify and resolve disputes between them:

- I. Either party may identify a dispute by sending a dispute notice to the other party as per Clause 6 above herein;
- II. On or following the dispute date, the parties shall consult in good faith in an attempt to resolve the dispute in a timely manner, including, without limitation, by exchanging any relevant information and by identifying and using any agreed process which can be applied to the subject of the dispute or, where no such agreed process exists or the parties agree that such agreed process would be unsuitable, determining and applying a resolution method for the dispute;
- III. With respect to any dispute that is not resolved a reasonable period, refer issues internally to appropriately senior members of staff of such party or of its partner, adviser, or agent in addition to actions under (ii) immediately above (including actions under any agreed process identified and used under (ii) immediately above) and to the extent such referral has not occurred as a result of action under (ii) immediately above.

14.2 If the Parties are unable to resolve the dispute through consultation within 30 days, the dispute shall be submitted to arbitration in accordance with [applicable jurisdiction's arbitration rules].

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#### **15. MISCELLANEOUS**

15.1 In the event that a situation arises that is not covered under this agreement, VFTradings shall resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.

15.2 No single or partial exercise of, or failure, or delay in exercising any right, power, or remedy (under these terms or at law) by VFTradings shall constitute a waiver by VFTradings

of or impair or preclude any exercise or further exercise of, that or any other right, power, or remedy arising under this agreement or at law.

15.3 Any liability of the partner to VFTradings under this agreement may in whole or in part be released, compounded, compromised, or postponed by VFTradings in their absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised, or postponed. A waiver by VFTradings of a breach of any of the terms of this agreement or of default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by VFTradings of a breach of any of the terms of this agreement or default under these terms shall not prevent VFTradings from subsequently requiring compliance with the waived obligation.

15.4 The rights and remedies provided to VFTradings under this agreement are cumulative and are not exclusive of any rights or remedies provided by law.

15.5 Nothing in this agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the partner and VFTradings.

15.6 The partner shall not represent itself as an agent or employee of the company and the partner shall have no authority to represent or power to bind VFTradings or to contract in the name of or create a liability against any of these.

15.7 The partner agrees to inform VFTradings about all facts and circumstances he/she becomes aware of that may result in undesired consequences (risks) for the company.

15.8 VFTradings may assign the benefit and burden of this agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of this agreement. VFTradings shall provide written notice to the Partner at least 30 days prior to any assignment of the Agreement.

15.9 The day the partner is deemed to have received written notice of the assignment in accordance with this agreement.

15.10 The partner may not assign, charge, or otherwise transfer or purport to assign, charge or otherwise transfer the partner's rights or obligations under this agreement without the prior written consent of VFTradings and any purported assignment, charge, or transfer in violation of this term shall be void.

15.11 If any term of this agreement (or any part of the term) shall be held by a court of competent jurisdiction to be unenforceable for any reason, then such term shall, to that extent, be deemed severable and not form part of this agreement, but the enforceability of the remainder of this agreement shall not be affected.

15.12 No variations of this agreement are effective unless made in writing, signed by both Parties or their authorised agents.

15.13 This agreement shall be governed by and construed in accordance with the laws of Vanuatu. However, both Parties agree to comply with all relevant laws and regulations applicable to their operations, including international laws related to financial services. With respect to any proceedings, the partner irrevocably:

- I. agrees that the courts of Vanuatu shall have exclusive jurisdiction to determine any proceedings;
- II. waives any objection which the partner may have at any time to bringing any proceedings in any such court;
- III. agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the partner.

15.14 This agreement and any Addendums and Appendices referred to in it, constitute the entire agreement between the Parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between the Parties or either of them.

15.15 The headings and titles contained in this agreement are included for convenience only and shall not limit or otherwise affect the terms of this agreement.

15.16 Where this agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.

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#### **APPENDIX A: COMPENSATION**

Tier	1	2	3	4
Commission (%)	10	15	20	25
First Time Subscription Fee (USD)	\$1~1,599	\$1,600~3,299	\$3,300~6,599	\$6,600

#### **IMPORTANT NOTES:**

1. Minimum accumulated First Time Subscription Fee takes into consideration only the first-time fees of each new trader referred by the partner.
2. Commission tiers are calculated at the end of each calendar month based on the total accumulated First Time Subscription Fee within the same month.
3. All currency values on the Partner Panel are listed in USD. Any non-USD currency values stated in this Agreement or the Website, in particular, the accumulated Initial Trader Fees, will be converted to their USD equivalent on the Partner Panel based on a prevailing exchange rate determined by VFTradings.