



AFFILIATES  
INTRODUCING  
BROKER AGREEMENT

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Version 2

## **A. PREAMBLE**

The following terms and conditions of engagement (the "Agreement") **BETWEEN:** are outlined in this legally binding Affiliates & Introducing Brokers Agreement.

**A.** PXBT Trading Ltd, a company incorporated and existing under the laws of the Republic of Seychelles, with Registration No. 8434836-1, having its registered office address at Providence Complex, Floor 1, Room B11, Providence, Mahe, Seychelles (hereinafter referred to as "**PXBT** ", the "**Company**", "**we**", "**us**", "**our**", as appropriate).;

**-and-**

**B.** Any person, being either a natural person or a legal entity and its authorised representative(s), who has Registered for, and successfully opened a PXBT Partner Account on our Partner Management Platform Provider's Systems, (henceforth "**the Affiliate**" or "**Introducing Broker**" or "**Partner**", "**you**", "**your**", as appropriate) and who has agreed to the present Terms and Conditions of Engagement.

## **WHEREAS**

The PXBT Partners Privacy Policy and Cookies Policy, which apply to all Affiliates or Introducing Brokers of PXBT (the "Partner(s)" as applicable) and which is an essential and inseparable part of this Agreement, should be read in conjunction with this Agreement. This Agreement is governed by the PXBT Partners Privacy Policy and Cookies Policy, both of which are available on our website. Your acceptance of this Agreement includes your acknowledgment and agreement to the terms stated in the Privacy Policy and Cookies Policy. Your continued use of our services indicates that you accept these policies, as they may be updated from time to time.

You will be deemed to have expressly agreed to be bound below by the terms and conditions stated below by registering to participate in the PXBT Partnership Programme with our Platform Provider and submitting the Registration Form through our Platform Provider's Systems.

If PXBT determines that an applicant Affiliate or Introducing Broker does not meet the requirements for their legal engagement, it will have the only authority to refuse their registration and/or further engagement.

Depending on their status and type of business relationship with PXBT, the Affiliate or Introducing Broker may be exempt from some of the terms and conditions of this Agreement. Words that specifically mention Introducing

Brokers but do not mention or specifically exclude Affiliates only apply to Introducing Brokers and vice versa.

**THEREFORE**, the Parties agree as follows, considering the reciprocal covenants and agreements that are outlined below:

## 1. DEFINITIONS AND INTERPRETATION

The following definitions apply to all terms used in this Agreement, unless specifically stated otherwise in the Partnership Offer (as defined below):

- 1.1 "Agreement"** means the current Agreement as well as any Annexes and/or Appendices that are attached, as they may occasionally be updated or replaced.
- 1.2 "Acquisition or Payment Events"** means any action that will be later decided upon by the Parties in the Partnership Offer. This action may involve introducing Leads and/or Unique Qualified Traders, but it need not be restricted to that.
- 1.3 "Campaign"** means any marketing initiative started for PXBT, the details of which match and are compliant with the terms and conditions outlined in this Agreement, the Partnership Offer, and the direct instructions of PXBT.
- 1.4 "Channel(s)"** means the global advertising platform of the Affiliate or the Introducing Broker, which may comprise, among other things, (i) websites that the Affiliate or the Introducing Broker owns or operates, (ii) mobile applications or websites that the Affiliate or the Introducing Broker owns or operates, and/or (iii) the Affiliate or Introducing Broker Network.
- 1.5 "Commission Rates"** means the list of rates and/or commission, as modified from time to time, that is made accessible via the Partner Account on the Partner Management Platform, as well as through any other means that the Parties may agree upon. The Partner Account and/or the Partner Management Platform shall always be integral and inseparable parts of this Agreement.
- 1.6 "Commission"** means any of the following: the fees, the commission rate, any additional rates that may be included in the partnership offer, and/or a fixed charge for any acquisition. The Partner's status as an Affiliate or Introducing Broker, as well as the Leads' or Unique Qualified Traders' geolocation, determine each commission rate and compensation plan. PXBT reserves the right to change all commission rates and fees at any time.
- 1.7 "Compensation Scheme"** means the payment schedule outlined in the applicable Partnership Offer that the Affiliate or Introducing Broker will use to get paid for their marketing and promotion work on behalf of

PXBT. The Compensation Scheme's particular terms are subject to change at any moment by the Company.

- 1.8 "Confidential Information"** means any data or information belonging to either party (including their representatives, staff, directors, parent or sibling companies, and partners) is considered "confidential information." This includes any oral, written, or electronic data or information pertaining to past, present, or future business activities, research, development, or development activities; it also includes, without limitation, any information pertaining to developments, inventions, processes, trading information, and financial information. Information that is in the public domain, that is disclosed in any way other than as a result of the receiving party's actions, that the receiving party knew about and/or developed before receiving it from the disclosing party, or that the receiving party lawfully obtained from a third party without the (reasonable) obligation of confidence shall not be included in the Confidential Information.
- 1.9 "Connected person"** shall mean the Affiliate or Introducing Broker, as well as any other individual connected to them (directly or indirectly). This includes any member of their business, company, or family, as well as any legal entity (of any kind), whether or not it is incorporated, and whether or not it is directly or indirectly controlled by, controlling, or under common control with the Affiliate or Introducing Broker.
- 1.10 "CPA"** stands for Cost per Acquisition. This is a remuneration model which is only available for Affiliates. The Affiliate is compensated for each qualified FTD.
- 1.11 "CPA Commission"** means the list of commission rates, as amended from time to time, which is made available through the Partnership Offer and/or via the Partner Account on the Partner Management Platform, and/or by any other means, paid on a monthly basis or as agreed between the Parties from time to time, and which always constitutes an integral part of the Agreement. The Partners Area's "Commission Plan" section on the Partner Management Platform will have the most recent information on CPA Commission Rates easily accessible.
- 1.11.1 Qualification Requirements for CPA Commission: At least 60% of the CPA payout must come from the operational revenue the referred client generates.
- 1.12 "Data Protection Legislation"** means all applicable Data Protection Legislation in each case, including the Republic of Seychelles' Data Protection Act 2003.
- 1.13 "Fees"** means any fees that may be periodically agreed upon in the Partnership Offer for any services rendered by the Introducing Broker and Affiliate. PXBT reserves the right to change the qualifications and fee schedule at any time.

- 1.14 **"Fraudulent Traffic"** means any deposits, income, or traffic that is generated through, among other things, (i) unlawful, unauthorized, or other means or actions; (ii) other means or actions that violate the Marketing Guidelines; (iii) using cashback programs created by the Affiliate or the Affiliate's Sub-Affiliates, Introducing Brokers, Partners, Associates, and so on; and so on. This is true whether or not any loss or damage has been incurred by PXBT. Any unauthorized use of an account, copyright, trademark, intellectual property rights, rights of use and/or licenses, false advertising, unsolicited promotions, deposits made using credit cards that have been stolen, manipulation of the Services, the Agreement, or any other PXBT offering by the Affiliate or Introducing Broker, whether directly or indirectly, are all considered fraudulent traffic.
- 1.15 **"FTD"** means the First Time Deposit, which is the total Net Deposit Amount in less than a day; additionally, the client must produce the necessary volume in less than a year.
- 1.16 **"Group"** means any company that is a party to this Agreement or that has a parent or sibling connection with another company, or that shares ownership or control with another company that is a party to this Agreement.
- 1.17 **"KYB"**, or Know Your Business, means the procedure for confirming a company's eligibility and legal standing to take part in the Partnership Program. Verifying that an Affiliate's or Introducing Broker's business is registered and compliant with relevant laws and regulations is known as KYB. In order to guarantee that the Affiliate or Introducing Broker will act lawfully and morally – which is crucial to upholding a positive brand image and adhering to applicable laws and regulations – it may also entail evaluating the company's financial stability and reputation.
- 1.18 **"KYC"**, or Know Your Client, means the process of verifying the identity of people or organizations that could become clients or, in the context of this agreement, establish a commercial or service relationship with PXBT. Verifying the legitimacy and reliability of the Affiliate or Introducing Broker is the goal of the Affiliate or Introducing Broker KYC. To reduce the risk of fraudulent activity, preserve PXBT's reputation, and ensure that it complies with relevant laws and regulations, PXBT must verify the Affiliate or Introducing Broker's identity, contact details, financial credentials, and other relevant details.
- 1.19 **"Lead"/ "Introduced Client" (interchangeably)** means any qualified individual who first registered with PXBT through the Affiliate's or Introducing Broker's Links and/or Promotions, who has been recognized by the Platform Operator as a legitimate Lead, and who has registered for a Client Account with PXBT. A person or entity will not be considered a Lead if they use the Link to access the Trading Platform after having previously accessed the PXBT Websites using an alternate method. Leads will not be accepted in

multiple instances. Under these terms, any individual or organization will only be referred to as a "Lead" or "Introduced Client" to the extent that the Lead:

- 1.19.1 Has read, comprehended, and agreed to all applicable Policies as well as the PXBT General Terms and Conditions.
  - 1.19.2 Has been introduced directly by the Affiliate or Introducing Broker, or via their Affiliate or Introducing Broker Network and Channel(s).
  - 1.19.3 Has successfully created a PXBT Client Account and provided certain necessary data, such as the full legal name of the person or entity, a working phone number, an email address, and documentation proving they are of legal age and capable of entering contracts or permission to do so on behalf of the legal entity they represent.
  - 1.19.4 Is not an existing active client or has previously been an active client of PXBT.
  - 1.19.5 The person or organization complies with PXBT's procedures by completing the required account verification, including any KYC and/or KYB procedures.
  - 1.19.6 The individual or entity is not a result of Fraudulent Traffic, or a computer-generated user (such as a bot, spider, script, artificial intelligence, or any automated fraudulent method).
  - 1.19.7 The person or entity accesses the platform using a unique IP address and is originating from one of the eligible nations listed in the relevant campaign and/or the Partnership Offer; People who are originating from Restricted Jurisdictions or from places that PXBT has chosen, at its sole discretion, to exclude from service will not be accepted as Leads.
- 1.20 **"Link(s)"** refers to one or more links to PXBT's website(s) and/or platform(s), which are tracked in order to determine the contributions and compensation due to the affiliate or introducing broker.
- 1.21 **"Marketing Guidelines"** means the PXBT and/or Platform Provider's marketing policies and guidelines that control how the Affiliate or Introducing Broker provides the Services. Promotional guidelines, ethical guidelines, and anti-spam clauses are just a few examples of marketing guidelines. The Marketing Guidelines, forming an integral part of this Agreement, are annexed hereto as **Annex 1** and shall be strictly adhered to by the Affiliate or Introducing Broker.

- 1.22 **"Marketing Material"** means any advertising, marketing, and promotional elements and materials, such as multimedia images, video banners, graphics, text, data, creative material, tags, videos, logos, links, statements, information, circulars, or other objects; **(i)** that originate from, or are transmitted from, PXBT to the Affiliate or Introducing Broker; **(ii)** that are developed by the Affiliate or Introducing Broker in compliance with the Marketing Guidelines and after PXBT's approval, as applicable, in order to promote PXBT's products and services.
- 1.23 **"Network"** means the Website(s), platforms, social media, and other media through which the Affiliate or Introducing Broker engages in the marketing and promotion of PXBT.
- 1.24 **"Partner Account"** means the Introducing Broker's or Affiliate's Account that can be accessed through the Partner Management Platform.
- 1.25 **"Partner Management Platform Provider/The Platform Provider"** shall refer to the software supplier that PXBT occasionally enters into a contractual partnership with for the Partner Management Platform.
- 1.26 **"Partner Management Platform"** means the software framework that PXBT uses to communicate with Affiliates or Introducing Brokers is referred to as the
- 1.27 **"Partner"** means any pertinent PXBT Partnership Program participant, including, if appropriate, Affiliates and Introducing Brokers.
- 1.28 **"Partnership Offer"** means a performance-based program that can be accessed through the Partner Account on the Partner Management Platform. PXBT may pay one or more Introducing Brokers or Affiliates for each lead, user, viewer, client, Registered User, Unqualified Trader, and/or Unique Qualified Trader or Client that the Affiliate brings about through their own marketing and promotional efforts (as agreed upon in writing between the Parties in the Partnership Offer). In compliance with the terms of the Agreement, each Partnership Offer verifies the specifics of the Services that the Affiliate will render to PXBT. These details may include, but are not limited to: (i) the commencement and conclusion dates; (ii) the online advertising pricing model to be used; (iii) the internet advertising model to be used; (iv) payment terms; (v) tracking; and (vi) Campaign Details, as applicable. PXBT reserves the right to change or modify the Partnership Offer at any time.
- 1.29 **"Partnership Programme"** means any Affiliate or Introducing Broker's involvement with PXBT via the Partner Management Platform, subject to the terms of this Agreement and the Partnership Offer, if relevant.



- 1.30 **"Payment"** means any Fees/Commission that PXBT owes to the Affiliate or Introducing Broker under the terms of the Agreement and/or the Partnership Offer. The Parties agree to pay each other through the Payment Method that is specified in the Partnership Offer, or through any other means that they may occasionally decide to use.
- 1.31 "Personal data, or personal information"** any information about an individual from which that person can be identified. It does not include data where the identity has been removed (known as "anonymous data"). 1.32. "Registered User" means a New Client/User who completes the Account Registration procedure and successfully opens a trading account with PXBT.
- 1.32 **"Registration Form"** means the process of submitting the personal identification information and KYC or KYB documents and information necessary to be processed by the Platform Provider during the Partner Registration Procedure. The medium that the form shall be submitted and processed shall be within the scope of competence of the Platform Provider.
- 1.33 **"Restricted Jurisdiction(s)"** shall refer to the list of Restricted Jurisdictions listed on the PXBT Website from which PXBT does not accept clients, and shall extend to all jurisdictions expressly excluded from the Partnership Offer and remuneration through the compensation models made available under the terms of this Agreement.
- 1.34 **"RevShare"** refers to the compensation model under which the Affiliate or Introducing Broker shall receive a percentage (%) of the Spread or Trading Commission for each introduced Client. Accrued Commission shall be paid by PXBT on a weekly basis. The exact rates and percentages shall be stipulated and agreed through the Partnership Offer and shall be visible on the Partner Management Platform.
- 1.35 **"Services"** means any Lead or Unique Qualified Trader acquisition by the dissemination of the Marketing Material through the Affiliate's or Introducing Broker's Channel(s) and/or Network.
- 1.36 **"Sub-Affiliates"** means any eligible Affiliate who has been directly introduced by an existing Affiliate, and who has successfully registered as a Sub-Affiliate through the Partner Management Platform with PXBT. The designation of an introduced Sub-Affiliate shall be to the absolute discretion of PXBT, and the determination shall be fully binding to the Sub-Affiliate.

- 1.37 **"Tracking"** means the calculation of Acquisitions/Payment Events of any Campaign for Payment purposes through the Partner Account on the Partner Management Platform and/or through any tracking tool used by PXBT.
- 1.38 **"Trading Platform"** means the electronic trading facility offered by PXBT through which a Lead or Unique Qualified Trader may send information including prices, orders, bids, offers and executions for the purpose of trading with or through PXBT or its partnered entities.
- 1.39 **"Unique Qualified Trader"** means a distinct and unique Lead/Introduced Client who has been successfully introduced by an Affiliate or Introducing Broker through their Network or Channels and who has successfully met the Qualification Requirements.
- 1.40 **"Unqualified Trader"** means a Registered User who has not met the FTD requirements.
- 1.41 Any reference to a person shall include natural persons, corporate or unincorporated body, including that person's personal representatives.
- 1.42 Any word that has not been defined herein shall have the meaning given to them in the Partnership Offer, as the case may be.
- 1.43 Any references to termination shall include the immediate closure/deregistration/block of the corresponding Partner Account and any references to cancellation shall include the blocking of the corresponding Partner Account, in both instances, upon PXBT 's sole discretion.
- 1.44 Any references to it or its, they, their or them, shall include references to she/her and he/him.
- 1.45 Headings and subheadings have been incorporated for ease of reference only and shall in no way affect the interpretation, define, or limit or extend the scope of the Agreement.
- 1.46 All Annexes and/or Appendices shall form an integral and inseparable part of the Agreement.

## 2. REGISTRATION

- 2.1 The following circumstances (the "Effective Date") must be satisfied for the Agreement to go into force immediately.

- 2.1.1 The Partner Management Platform Registration Form, or any other form that the Platform Provider may designate for its Partner Registration Procedure, is filled out by the Affiliate or Introducing Broker; and
- 2.1.2 All necessary KYC/KYB information and documents, as well as any other documents needed for the Partner Management Platform registration processing, are submitted by the Affiliate or Introducing Broker.
  - 2.1.2.1 PXBT maintains the right to request that KYC or KYB documentation be sent to its Compliance department at any time, either directly through the Partner Management Platform or through other Service Providers.
  - 2.1.2.2 Only after submitting and having the required KYC/KYB information verified will the Affiliate or Introducing Broker be granted "Partner Status."
  - 2.1.2.3 Before the Affiliate or Introducing Broker achieves "Partner Status" and the KYC/KYB procedures are finished to PXBT's satisfaction, no payments for any Services may be processed.
- 2.1.3 The Affiliate or Introducing Broker acknowledges and agrees to the terms and conditions stated in the Partnership Offer and the Agreement, as well as any updates, modifications, or amendments thereto, by creating a Partner Account.
- 2.1.4 An Affiliate or Introducing Broker can access a Partner Account for PXBT via the Partner Management Platform by utilizing their registered account credentials, which include an email address and password. The Partner Account is created on the Partner Management Platform.

**2.2** To be clear, PXBT retains complete discretion over whether to accept or reject any registration application for a Partner Account and, consequently, whether to accept any individual, legal or not, as an Affiliate or Introducing Broker. PXBT is under no need to give a reason for its decision and is free to accept or reject your application at its sole discretion.

## **3. TERMS OF ENGAGEMENT**

### ***Operational Terms***

- 3.1** This clause does not limit or prevent PXBT from engaging into further agreements with Affiliates or Introducing Brokers, or with any other third parties. The rights given by PXBT to any Affiliate or Introducing Broker under this Agreement are non-exclusive. Additionally, PXBT has the right to give such third parties rights and licenses pertaining to the Trading Platform. This clause won't stop PXBT from independently promoting and selling the Trading Platform and its services.
- 3.2** By signing this, you commit to using all of your might to market and promote PXBT and the Trading Platform in an active, efficient, and law-abiding manner. On the other hand, you hereby specifically acknowledge and agree not to engage in any promotional or marketing activity in any territory, area, or jurisdiction that is included in the Restricted Jurisdictions; any territory, area, or jurisdiction that is specifically excluded and/or prohibited for the purposes of the Partnership Offer; or as may from time to time be expressly stated by PXBT. There will be no compensation for incoming traffic or leads from such restricted jurisdiction(s). By signing this agreement, you promise not to promote products or services in the EU, EEA, or UK, nor to refer customers who live there.
- 3.3** Regardless of how the term "Partner" or any variation thereof is used, nothing in this Agreement aims to or shall be interpreted as creating a joint venture, employment, or agency relationship between the Parties, designates either Party as the agent of any other third party, or grants the Affiliate or Introducing Broker the authority to act on PXBT's behalf. As stated above, in exchange for payment, this Agreement gives the Affiliate or Introducing Broker the right to advertise and promote PXBT and its Platform.
- 3.4** Regarding the acceptance or rejection of any Client's registration on the Trading Platform and/or their capacity to participate in trading operations within, PXBT shall have sole and absolute discretion. Additionally, the PXBT Website is the only way for all Clients to register and use the Trading Platform. Every Lead or Prospective Client introduced by the Affiliate or Introducing Broker may not be registered, in PXBT's sole discretion.
- 3.5** The Introducing Broker is hereby prohibited from marketing, advertising, or promoting PXBT and the Trading Platform on any internet website where PXBT promotes the Trading Platform and/or through any means that would result in the Introducing Broker competing with PXBT in the promotion of the Trading Platform. Additionally, the Introducing Broker shall refrain from conducting search engine marketing of the Trading Platform using the term "PXBT." In the event of the Introducing Broker's breach of the aforementioned provisions, PXBT reserves the right to promptly terminate this Agreement.
- 3.6** To ensure adherence to our marketing guidelines, this agreement, and the partnership offer, PXBT retains the right to inspect or otherwise monitor the Affiliate's or Introducing Broker's Channels and Affiliate or Introducing Broker Network at any time. In order to facilitate PXBT's inspections, the Affiliate or Introducing Broker must take the required steps, such as granting access to all Channels and Networks, group pages on social media, and other application and/or cloud-based platforms, as well as marketing media platforms.

To guarantee ongoing adherence to this Agreement, PXBT may announce any necessary modifications to the Affiliate's or Introducing Broker's Channels and Affiliate's or Introducing Broker Network websites. Failure to implement these changes within a reasonable timeframe, not exceeding fourteen (14) calendar days, shall constitute a material breach of this Agreement, empowering PXBT to terminate this Agreement with immediate effect.

- 3.7** All rights not explicitly granted to the Affiliate or Introducing Broker in connection with the Trading Platform (if any) are expressly reserved by PXBT. PXBT also reserves the right to pursue legal remedies against the Affiliate or Introducing Broker in the event of any attempts to manipulate PXBT, the Trading Platform, and/or abuse PXBT 's Partnership Programme. Without limitation, PXBT reserves the right to withhold, set off, and/or deduct from any payment due to the Affiliate or Introducing Broker under this Agreement in cases of such manipulation and/or abuse, and may additionally terminate this Agreement with immediate effect.

## ***Partner's Obligations***

- 3.8** The Affiliate or Introducing Broker shall act in good faith and will not make any false or deceptive claims about PXBT, its services, any Group Entity, Partner, or affiliated Entity that the Affiliate or Introducing Broker knows or should reasonably know could cause harm to their business or reputation.
- 3.9** The Affiliate or Introducing Broker undertakes to:
- 3.9.1** Provide PXBT with all relevant data and/or records regarding the services rendered in accordance with this Agreement at PXBT's request. Regarding the Affiliate's or Introducing Broker's transactions with Clients that in any way involve PXBT, the Affiliate or Introducing Broker shall further cooperate with PXBT and promptly furnish PXBT with any documentation, information, or other evidence that PXBT may require.
  - 3.9.2** Refrain from taking any deliberate actions that could place PXBT in breach of any clauses in the client agreements it has with its clients, any agreements it has with service providers and/or partners, as well as any applicable laws and regulations.
  - 3.9.3** Collaborate with PXBT and give them any information or documentation they require as soon as possible.
  - 3.9.4** Carry out their responsibilities under this Agreement, manage their business and affairs in compliance with the Marketing Rules, the terms of this Agreement, the Partnership Offer, generally accepted best practices in the industry, and the laws and regulations that apply.

- 3.9.5** The Affiliate or Introducing Broker shall abide by any applicable laws that impact PXBT or the Affiliate or Introducing Broker, and shall not take any acts that would cause PXBT to depart from the accepted level of behavior for companies in PXBT's position.
  - 3.9.6** Any complaints, regulatory investigations, disciplinary proceedings, or other developments that could materially affect the Affiliate's or Introducing Broker's capacity to perform the Services under this Agreement must be promptly reported to PXBT by the Affiliate or Introducing Broker; and
  - 3.9.7** must immediately notify PXBT any actual or suspected breach of the laws and regulations that may be relevant. Unless the Affiliate or Introducing Broker advises PXBT to the contrary, PXBT is right to presume that the Affiliate or Introducing Broker has obtained and is in force all necessary authorizations, licenses, and/or consents for the purposes of the Services.
  - 3.9.8** Notify PXBT immediately if any actual or proposed judgment, order, disciplinary sanction, or any other action or claim is imposed upon or initiated against the Affiliate or Introducing Broker, including any pending litigation, in connection with their activities under existing legislation that has or is likely to have a material adverse effect on the reputation or financial standing of PXBT and/or its affiliated or Group entities.
  - 3.9.9** Include explicit cautions and disclaimers about PXBT's products and trading platform on all publications and channels.
  - 3.9.10** To avoid broad matching problems, include PXBT's brand phrases as negative keywords in all sponsored search operations.
  - 3.9.11** In all materials created or utilized by the Affiliate or Introducing Broker, including but not limited to blogs, publications, and news sites, explicitly state the relationship between the Affiliate or Introducing Broker and PXBT, mentioning both nonfinancial and financial relationships as appropriate.
- 3.10** The Affiliate or Introducing Broker and/or any of its affiliated and/or group entities are forbidden from participating in any of the following activities: using dubious traffic sources, bidding on or purchasing similar domain names, registering or using domains that incorporate PXBT's trademarks, acquiring similar domain names, incorporating similar domain names in meta tags, and other activities listed in this Section.
- 3.11** Should any of the provisions outlined above be violated, PXBT reserves the right to take appropriate measures, including terminating this Agreement.

## ***Use of PXBT Identifiers and Marketing Material***

## **3.12** The Affiliate or Introducing Broker acknowledges and accepts that:

**3.12.1** They shall only utilize PXBT's name, trademark, domain, trade name, Marketing Material, and/or other materials ("Identifiers and Marketing Material") exclusively for the promotion and advertising of the Services offered by PXBT and/or its Affiliated/Group Entities on its website, solely for the purpose of linking to the Site and fulfilling its obligations under this Agreement.

**3.12.2** The Affiliate or Introducing Broker shall use the PXBT Identifiers and Market Material in a lawful manner, adhering strictly to all Marketing Guidelines or other instructions or requirements specified by PXBT.

**3.12.3** ALL PXBT Names and Brands are, and shall remain, the exclusive property of PXBT. The rights of PXBT and/or its Affiliated/Group Entities to their domain name, trade name, trademark, marketing materials, and other materials shall not be contested or called into question by the Affiliate or Introducing Broker.

**3.12.4** Nothing within this Agreement shall grant the Affiliate or Introducing Broker any ownership rights in the PXBT Name and Brands; instead, PXBT will benefit from any use of these brands made by the Affiliate or Introducing Broker; and

**3.12.5** The Affiliate or Introducing Broker is not permitted to use any word, trademark, tradename, or mark that is confusingly similar to any PXBT Names or Brands, nor will they try to register any PXBT Names or Brands, Domain Names, or to contest the validity of any PXBT Brands.

**3.12.6** Immediately notify PXBT in writing of any disputed or violated use of PXBT's name, trademark, trade name, domain, Marketing Material, or other materials.

**3.12.7** To protect PXBT's intellectual property rights, the Affiliate or Introducing Broker must abide by all applicable laws and customary business practices. They must also work together to protect PXBT's intellectual property rights.

**3.12.8** The Affiliate or Introducing Broker SHALL NOT engage in any actions or digital advertising or promotional activities that could be detrimental to PXBT's business reputation, image, or trademark.

**3.13** For the sole purpose of providing the Services covered by this Agreement, the Affiliate or Introducing Broker may use the Marketing Material supplied and approved by PXBT. When promoting PXBT and/or any of its Affiliated/Group Entities and/or their products, the Affiliate or Introducing Broker may create other materials, such as creatives, landing pages, domains, trademarks, banners, or content, but before deploying them, they must submit them to PXBT for approval.



- 3.14 Any Marketing Material produced by PXBT in line with the previously mentioned paragraph and used by the Affiliate or Introducing Broker shall remain PXBT's exclusive property. The Affiliate or Introducing Broker may not use any Marketing Material for any purposes outside the parameters of this Agreement without first obtaining PXBT's prior written consent.
- 3.15 PXBT and/or its Affiliated/Group Entities possess globally registered and safeguarded trademarks, including, without limitation, "PXBT" and the "PXBT logo". The Affiliate or Introducing Broker acknowledges that it is prohibited from registering any form of business that incorporates PXBT's trademarks or those of its Affiliated/Group Entities.
- 3.16 PXBT may grant the Affiliate or Introducing Broker a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable right to utilize and showcase on the Introducing Broker's Channels the name, trademark, domain, trade name, Marketing Material, and/or other materials free of charge for the duration of this Agreement, solely for the purpose of creating a link from the Introducing Broker's site to the PXBT Website and/or Trading Platform, thereby fulfilling its obligations under this Agreement.
- 3.17 Without PXBT's prior written consent, the Affiliate or Introducing Broker is not permitted to use PXBT's trademarks, domain names, trade names, Marketing Material, and/or other materials in any paid search activity, including ad text, copy, or display URLs.
- 3.18 The Affiliate or Introducing Broker is not permitted to use PXBT's and/or its Affiliated/Group Entities' trademarks, domain, trade names, Marketing Material, and/or other materials in its ad-copy paid media for advertising on behalf of PXBT without written approval from PXBT.
- 3.19 Affiliates and Introducing Brokers understand that PXBT owns all rights to its intellectual property, including any intangible assets associated with PXBT's name, trademark, trade names, domain names, and marketing materials that are generated either through PXBT's creation or as a result of the performance of this Agreement.
- 3.20 The right to use PXBT's name, domain, trade names, trademark, marketing materials, and/or other materials is non-exclusive and non-transferable. PXBT may revoke this right at any time, at its sole discretion, and without giving a reason.

## **4. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS**

The Affiliate or Introducing Broker hereby unequivocally represents, warrants, undertakes, confirms, covenants, and agrees that:

- 4.1 They have all requisite authorities to enter into the Agreement and to be fully bound hereby.



- 4.2 If the Affiliate or Introducing Broker is a company or other legal entity, it satisfies the legal requirements of its registration jurisdiction and is properly constituted, validly existing, and in good standing.
- 4.3 If the Affiliate or Introducing Broker is a natural person, they are able to enter into contracts in compliance with applicable laws, have reached legal age, and are competent.
- 4.4 Any personal or corporate data, as well as any KYC/KYB documentation, that the Affiliate or Introducing Broker sends to PXBT must be truthful, accurate, current, and fully compliant.
- 4.5 According to the requirements of any applicable regulations, they have obtained the required authorizations, approvals, qualifications, and/or certificates.
- 4.6 They have obtained and will continue to maintain all authorizations, registrations, qualifications, and/or requirements from all relevant jurisdictions and regulatory bodies.
- 4.7 No court, administrative agency, competent authority, regulatory body, or other tribunal has any ongoing legal, disciplinary, or regulatory actions or procedures against the Affiliate or Introducing Broker, or any of its officers or directors (if applicable).
- 4.8 There is no criminal record, active investigation, ongoing criminal prosecution, or senior management position with the Affiliate or Introducing Broker that includes a director, officer, employee, or member.
- 4.9 They must strictly adhere to the Marketing Guidelines and/or any other instructions provided by PXBT, and they must use the Marketing Material and/or any other information provided by PXBT in a legal manner.
- 4.10 They will take all required steps to guarantee the privacy of all data, including transactional data and access codes. In the event of unauthorized use, the Affiliate or Introducing Broker is required to promptly notify PXBT thereof.
- 4.11 They shall be solely responsible for the safekeeping of usernames, passwords, and payment information.
- 4.12 They shall provide true, accurate, clear, and up-to-date information on Channels, Campaigns, marketing advertisements, publications, and any other sources.
- 4.13 They are not allowed to provide any impression to outside parties—whether true or false—that the Affiliate or Introducing Broker is representing PXBT as an agent, representative, or person having the power to bind PXBT or issue guarantees on its behalf.
- 4.14 They shall create and/or design marketing material and information in compliance with the Marketing Guidelines and standard business practices, professional standards, and ethics.

- 4.15 They must abide by the Personal Data Act 2003 and any other local, national, or international laws that may be relevant to the handling and holding of personal data.
- 4.16 PXBT is still the owner of the marketing materials.
- 4.17 PXBT will have the sole right to refuse customer registrations.
- 4.18 PXBT reserves the right to take legal action against the Affiliate or Introducing Broker for any manipulation or abuse of the Services and/or the Agreement.
- 4.19 PXBT shall be held indemnified by the Affiliate or Introducing Broker against any liability arising from the former's fulfillment of this Agreement. Regarding this Agreement, PXBT shall not be liable for the actions or inaction of the Affiliate or Introducing Broker.
- 4.20 PXBT will not be held accountable for interruptions that are out of its control.
- 4.21 Upon request, the Affiliate or Introducing Broker shall furnish PXBT with an exhaustive list of traffic sources.
- 4.22 The Affiliate Introducing Broker warrants adherence to all relevant legal and regulatory requirements.
- 4.23 All tax obligations shall be the exclusive responsibility of the Affiliate or Introducing Broker.
- 4.24 PXBT reserves the right to keep client account verification data.
- 4.25 PXBT will not be held accountable or liable for any claims arising from Agreement violations or tax obligations.
- 4.26 In all matters pertaining to the execution of this Agreement, including but not limited to compliance checks, audits, and investigations, the Affiliate or Introducing Broker agrees to fully cooperate with PXBT and its authorized representatives. The Introducing Broker of the Affiliate is required to cooperate in the following ways, among other things:
- 4.26.1 delivering to PXBT as soon as possible any information, records, documents, and data that PXBT reasonably requests in order to confirm compliance with the terms of this Agreement.
- 4.26.2 allowing PXBT reasonable access to its records, systems, and facilities in order to carry out audits, investigations, and compliance checks.
- 4.26.3 promptly and accurately answering all questions, information requests, and audit-related correspondence from PXBT.

- 4.26.4 giving PXBT's representatives all the help they need when conducting compliance checks or audits, including setting up relevant personnel interviews and granting access to pertinent systems and data.
  - 4.26.5 keeping strict confidentiality in relation to any information, documents, or records provided to PXBT during compliance checks, audits, or investigations and using such information solely for the purpose of ensuring compliance with this Agreement.
  - 4.26.6 maintaining and retaining all records and documents related to its activities under this Agreement for a period specified by PXBT or as required by applicable laws and regulations.
  - 4.26.7 not taking any actions that would interfere with or obstruct PXBT's ability to perform compliance checks, audits, or investigations.
  - 4.26.8 bearing any reasonable costs associated with compliance checks or audits conducted by PXBT unless expressly agreed otherwise in writing.
- 4.27 An Affiliate or Introducing Broker may be in material breach of this Agreement and subject to the remedies and repercussions specified herein if they fail to fully cooperate with PXBT in compliance, audit, or investigative matters.

## 5. INDEMNITY

- 5.1 The Affiliate or Introducing Broker shall indemnify and hold PXBT and/or any affiliated entities or entities belonging to the same Group, directors, officers, employees, partners and providers (collectively referred to as "PXBT Parties") harmless from and against any and all liability, claims, demands, proceedings, costs, damages, expenses (including legal fees), and penalties, whether direct or indirect, including but not limited to those related to intellectual property rights, personal data, and confidentiality, that are suffered by or incurred by the PXBT Parties. These liabilities may result from the actions of the Introducing Broker or Affiliate, from default, fraud, carelessness, or from a breach of its duties under this Agreement. PXBT retains the right to take any necessary amounts for indemnification out of any unpaid commission.
- 5.2 All applicable laws and regulations, including those pertaining to trading laws, must be obtained, kept up to date, and complied with by the Affiliate or Introducing Broker in order to fulfill its obligations under this Agreement. PXBT will not be responsible for any claims resulting from marketing, advertising, or promotional efforts made by the Affiliate or Introducing Broker, and the Affiliate or Introducing Broker will hold PXBT harmless from any such claims.
- 5.3 By using the Trading Platform to present information to Leads/Customers, the Affiliate or Introducing Broker agrees to release PXBT from any liability regarding the information's correctness, accuracy, or dependability, whether it comes from PXBT or another source. The Affiliate or Introducing Broker further

understands that this information does not constitute an endorsement to participate in or abstain from any particular trading activity.

5.4 By signing this agreement, the Affiliate or Introducing Broker undertakes to protect PXBT and its directors, officers, workers, subcontractors, and agents against any demands, lawsuits, debts, and liabilities, including reasonable legal costs, resulting from:

5.4.1 Any representation, warranty, duty, or covenant under this Agreement that the Affiliate or the Introducing Broker has broken.

5.4.2 Any assurance, condition, guarantee, indemnity, or representation given to any Lead or other third party by the Affiliate or Introducing Broker.

5.4.3 Marketing or promoting PXBT and/or the Trading Platform to any individual or organization inside a Restricted Territory is the responsibility of the Affiliate or Introducing Broker.

5.5 PXBT shall have the following rights and remedies in the event of a breach of this Agreement, in addition to any other rights and remedies provided by the Agreement or by applicable law:

5.5.1 Demand that the Affiliate or Introducing Broker perform any corrective actions or steps that are required, without requiring proof of damages or the posting of a bond or other security.

5.5.2 Obtain a prompt reimbursement of all sums paid under this Agreement to the Affiliate or Introducing Broker.

5.5.3 Get indemnified for any costs, losses, or liabilities that PXBT incurs as a result of these infractions.

## 6. SUB-AFFILIATES

6.1 The Affiliate may expand their outreach through Sub-Affiliates. The Affiliate will continue to be in charge of ensuring that the Sub-Affiliates fully comply with all applicable laws, rules, regulations, professional standards, and ethics. The Sub-Affiliates will be bound by the terms and conditions outlined in this Agreement. PXBT shall have the sole right to terminate this Agreement with immediate effect in the event that the Affiliate or any of their Sub-Affiliates commit material breaches.

6.2 The Affiliate consents and promises to give PXBT advance notice of all organizations or individuals that will function as Sub-Affiliates, along with details about the Sub-Affiliate Channels and Websites. In order for PXBT to sufficiently confirm the Sub-Affiliate's identity and compliance with the terms of this Agreement, the Marketing Guidelines, and any applicable laws and regulations, the Affiliate shall provide PXBT with all information that is required.

- 6.3** Following the completion of the required KYC/KYB checks, Sub-Affiliates will be onboarded via the Partner Management Platform.
- 6.4** PXBT requires prior mutual agreement on all aspects of marketing campaigns involving sub-affiliates, including the type of campaign and the accountable sub-affiliate.
- 6.5** Payments to sub-affiliates must be handled using the same procedures and compensation structures as those used by the introducing Affiliate. The Partnership Offer specifies the precise conditions under which the Affiliate is entitled to a commission (referred to as the "Sub-Affiliate Commission") on all eligible Sub-Affiliate Traffic and Revenues.

## **7. KYC/KYB DOCUMENTATION**

- 7.1** At any time, PXBT has the right to ask for verification of the Affiliate or Introducing Broker's identity. If the Affiliate or Introducing Broker is an individual, PXBT has the right to ask them to submit the following information via the Partner Management Platform:
- 7.1.1** Proof of Identity: Copy of a valid passport and if available, of ID card;
  - 7.1.2** Proof of Address / Residence verification documents: a utility bill and/or a bank statement, not being older than 6 months old; and/or
  - 7.1.3** Any other document that may be requested by PXBT.
- 7.2** In case the Affiliate or Introducing Broker is a legal entity, PXBT shall have the right to request, and the Affiliate or Introducing Broker shall be obliged to provide the following:
- 7.2.1** Certificate of incorporation (or equivalent).
  - 7.2.2** Certificate of shareholders (or equivalent).
  - 7.2.3** Certificate of registered office (or equivalent).
  - 7.2.4** Certificate of directors (or equivalent).
  - 7.2.5** A recent certificate of incumbency listing the above, can be accepted in lieu of the above.
  - 7.2.6** Certificate of good standing (only applicable to entities established more than 12 months ago).
  - 7.2.7** Memorandum and articles of association, constitutions, or by laws (as may be applicable); and

7.2.8 Proof of Identity and Proof of Address: (issued within the last 6 months) for all directors, beneficial owners, shareholders with 10% share or more and authorized signatories of a legal entity.

**7.3** Payments to Introducing Brokers or Affiliates will only be handled once the necessary KYC/KYB paperwork has been gathered and approved.

7.4 To be clear, PXBT retains the full right, at its sole discretion, to ask for any or all of the aforementioned documents in any particular format, as well as to ask the Affiliate or Introducing Broker for any additional documents or information at any point throughout the Agreement's duration.

7.5 In accordance with our Privacy Policy and always in compliance with applicable Data Protection Legislation and Regulations, PXBT will only collect, maintain, and further process such data to the extent absolutely necessary for compliance with its legal and regulatory obligations, such as its obligations under Anti-Money Laundering & Countering of Terrorist Financing laws and regulations, and where necessary to safeguard its legitimate interests. Examples of such communications include informing the Affiliate or Introducing Broker about updates and/or changes to its products, the Services, and/or marketing guidelines.

7.6 By signing this agreement, the Affiliate or Introducing Broker agrees to notify PXBT of any changes to the KYC Documents and/or any information provided in accordance with this section, and to do so within five (5) working days.

7.7 If proper and comprehensive documentation is not provided, the following could happen:

7.7.1 A postponement in the Partner Account approval process.

7.7.2 If inconsistencies or fraudulent information is found, your Partner Account may be suspended or terminated.

## **8. PAYMENT PROCEDURE**

**8.1** The Affiliate or Introducing Broker shall be entitled to receive Fees and/or Commission in the ways specified below in exchange for the Affiliate's and Introducing Broker's representations, warranties, and undertakings as well as the provision of the Services in line with the terms and conditions of the Agreement.

**8.2** This section applies to the CPA or RevShare Commission computation concerning the Services. Affiliates have the option to select from a variety of compensation models by using the Partnership Offer. The sole available payment model for Brokers who introduce clients will be RevShare.

**8.3** The Commission will be determined for each Unique Qualified Trader and/or the Spread revenue generated by Introduced Clients, as specifically agreed in the Partnership Offer, and as applicable for each

remuneration model and Partnership Offer, subject to the terms of the Agreement and the Affiliate's or Introducing Broker's compliance with them.

**8.4** To be classified as a Unique Qualified Trader, a Lead needs to meet each of the following requirements:

**8.4.1** An Affiliate or Introducing Broker must have used their own special referral link to send the user to PXBT.

**8.4.2** The Lead does not presently have a trading account open with PXBT (New User); and/or has never applied to register or been successful in doing so in the past.

**8.4.3** The New User has fulfilled the requirements of the PXBT General Terms and Conditions by successfully registering for a PXBT Client Account.

**8.5** Commission and/or fee payments are explained in the pertinent partnership offer. PXBT will process payments using the mode of payment that the Parties have periodically decided upon.

**8.6** In the event of any discrepancies between the Affiliate's or Introducing Broker's Reports and the PXBT Tracking tool, then:

**8.7.1** each party must notify the other party in writing of such discrepancies within ten (10) working days from the date of receipt of the Report and provide sufficient detail of such discrepancy;

**8.7.2** the results/report shall be final and each party forfeits any right to challenge it in any manner if the other party is not notified within ten (10) days;

**8.7.3** PXBT and the Affiliate or Introducing Broker will cooperate in good faith to settle any differences up to ten percent (10%) in a timely and mutually agreeable manner, usually within five working days.

**8.7** Despite the foregoing, the Affiliate or Introducing Broker hereby acknowledges, guarantees, and declares that the PXBT Tracking tool results will be final and will take precedence in the event of any discrepancies of greater than ten percent (10%). The PXBT Tracking tool shall be final, and the Affiliate or Introducing Broker shall accept Payment calculated on the basis of the PXBT Tracking and shall not advance any claims for any further payment of Commission. The Affiliate or Introducing Broker hereby irrevocably warrants, accepts, consents, and waives any right to challenge in any manner.

**8.8** PXBT guarantees to pay any fees owed to the Affiliate or Introducing Broker upon termination of the Agreement, subject to the terms of the Agreement, provided that the amount has resulted from the proper fulfillment of all terms contained herein.



- 8.9** PXBT reserves the right, in its sole discretion, to modify the payout periods and/or frequency described in the Partnership Offer. Any changes will be communicated to the Affiliate or Introducing Broker by PXBT via email or the Partner Management Platform.
- 8.10** At its sole discretion, PXBT may establish, modify, or alter the withdrawal of accumulated commission or fee thresholds specified in the Partnership Offer. Any changes will be communicated to the Affiliate or Introducing Broker by PXBT via email or the Partner Management Platform.
- 8.11** At its sole discretion and without prior notice, PXBT may cancel or freeze any outstanding payouts of accrued commissions or fees.
- 8.12** The Affiliate or Introducing Broker hereby irrevocably consents to and confirms that PXBT may take the following actions in the event of termination of the Agreement, cancellation, and/or suspension of any Campaign:
- 8.13.1** Any payments already made by PXBT for Services that have not actually been performed by the Affiliate or Introducing Broker and/or for a period that overlaps the termination date, will be reimbursed by the Affiliate or Introducing Broker to PXBT without undue delay.
- 8.13.2** PXBT shall only be liable to pay for the Services actually performed until the termination date and/or for the time period during which the Agreement was in force.
- 8.13.3** The Affiliate or Introducing Broker shall not have any other claims against PXBT, unless otherwise agreed in writing by the Parties.
- 8.13** Any money that the Affiliate or Introducing Broker owes PXBT under this Agreement may be deducted from any money that PXBT owes to the Affiliate or Introducing Broker, including any compensation that PXBT is entitled to receive from the Affiliate or Introducing Broker. PXBT is also permitted to deduct any excess payments (amounts overpaid to the Affiliate or Introducing Broker) from any amounts PXBT owes to the Affiliate or Introducing Broker during the term of this Agreement.
- 8.14** The parties to this Agreement may mutually agree to modify the payment method and/or process; however, any such modification shall only be effective and legally binding if PXBT provides its written consent. Furthermore, no other provisions of this Agreement shall be affected by any change to the payment method and/or process unless expressly agreed to in writing by both parties.

## 9. FRAUDULENT TRAFFIC

- 9.1** Notwithstanding any other provisions of the Agreement, PXBT may, in its sole discretion, delay payment of the commission to the Affiliate or Introducing Broker for a maximum of one hundred and eighty (180) days in



order to investigate and confirm any activity in the Partner Account or in any account that appears to be controlled or managed by the Affiliate or Introducing Broker and that PXBT reasonably deems suspicious in any way.

## **9.2** The Affiliate or Introducing Broker is not allowed to do the following at all:

9.2.1 Using spam of any kind for attracting clients and/or potential Unique Qualified Traders and/or to trigger any Acquisition.

9.2.2 Opening multiple Client and/or Partner Accounts with PXBT, as well as from one IP address or referral links, and allow/offer relatives, friends, and other people to register by its links or do so themselves.

9.2.3 Using instant direct redirect from any domain to the PXBT 's domain.

9.2.4 Using branded queries of other competitor companies for advertising the PXBT brand and comparing it with other brands in ads, or unjustifiably showing other brands in a bad light, or any other unauthorized use of any third-party copyrights or trademarks. We recommend excluding keywords related to certain competitors including, without limitation to, the non-exhaustive list located here from targeting the Services.

9.2.5 Attracting, either intentionally or unintentionally, traffic that is unrelated and/or is irrelevant to PXBT. Doorways shall only be accepted with approved pre-landings only.

9.2.6 Using the practice of brand bidding.

9.2.7 Publishing false information in order to attract more clients, visitors, traffic, the triggering of any Acquisition and/or potential Unique Qualified Traders and/or misleading clients, visitors, traffic and/or potential Unique Qualified Traders.

9.2.8 In the case of Meta, using fraudulent schemes when buying advertising on PXBT 's brand.

9.2.9 Creating and managing these pages, as well as buying advertisements for pages that users might view as PXBT pages. Only through Meta, by maintaining a page of their own resource distinct from PXBT resources, and by purchasing advertisements for said resource, are Affiliates or Introducing Brokers allowed to conduct business;

9.2.10 Creating and managing these pages, as well as buying advertisements for pages that users might view as PXBT pages. Only through Meta, by maintaining a page of their own resource distinct from PXBT resources, and by purchasing advertisements for said resource, are Affiliates or Introducing Brokers allowed to conduct business;

9.2.11 Any illegal activity involving the use of the PXBT brand, such as money laundering, illicit gambling, financing terrorism, or having content on their website that violates any third-party rights or is defamatory, violent, pornographic, illegal, threatening, obscene, or discriminatory based on race, ethnicity, or other factors, or that violates any intellectual property rights or other proprietary rights of third parties, are prohibited from linking to such content.

9.2.12 Attempts to circumvent Trading Platform security measures and/or obtain unauthorized or authorized access to Introduced Client accounts.

9.2.13 Creation or dissemination of content that encourages hatred, violence, or discrimination against any person or group.

9.2.14 Engaging in promotional activities in the EU/EEA or UK and/or referring clients residing in the EU/EEA or UK.

**9.3** In the event that PXBT has reasonable grounds to believe that the Affiliate or Introducing Broker is in breach of this section:

**9.3.1** for the first time, the Affiliate or Introducing Broker further to being notified by PXBT, shall remove/change any Keyword immediately and not later than 60 minutes from notification; and

9.3.2 In the event that PXBT notifies the Affiliate or Introducing Broker for the second time, the Affiliate or Introducing Broker shall remove or alter any such Keyword as soon as possible and, at the latest, sixty minutes after notification. PXBT may, without prior notice, (i) fully or partially cancel the Agreement or any Campaign under the Agreement within 48 hours of the breach and refuse to make Payment; or (ii) immediately terminate the Agreement without liability and refuse to make any related Payment for all or part of the accrued Commission, without prejudice to any rights and/or remedies available to PXBT;

**9.4** Without affecting PXBT's other rights or remedies, PXBT shall have the right, at its sole discretion, to recalculate or withhold any Payment, Commission, or Fee, terminate the Agreement immediately, and/or cancel any Campaign immediately. This right shall arise in the event that PXBT believes that any activity qualifies as fraudulent traffic.

**9.5** Notwithstanding any other provisions of this Agreement, PXBT shall have the right, in addition to any other right or remedy available to it, to cancel any Campaign and/or terminate the Agreement with immediate effect, without liability, if PXBT finds that the Affiliate or Introducing Broker is involved, directly or indirectly, in any fraudulent traffic and/or fraudulent, deceptive, manipulative, or otherwise illegal activity connected to the Services and/or PXBT and/or the Channels, including without limitation PXBT's website and Platform.

- 9.6** In light of PXBT exercising its right under this clause, the Affiliate or Introducing Broker hereby waives its right to pursue damages against PXBT or any member of PXBT for any claims or demands made against PXBT or any member of PXBT for, among other things, its directors, officers, shareholders, employees, or website.
- 9.7** In addition to any other provisions of the Agreement or applicable laws, unless and until the aforementioned have been approved by PXBT, the Affiliate or Introducing Broker shall not be entitled to receive any Payment, Fees, and/or Commission for any Lead and/or Unique Qualified Trader entitling the Affiliate or Introducing Broker for payment.
- 9.8** For the avoidance of doubt, PXBT hereby states that it shall have the absolute discretion to alter, amend, add, or remove any criteria pertaining to any Payment, Commission, or Fees at any time. This includes, without limitation, establishing any baseline, threshold, minimum deposits or earnings, and/or other requirements for being eligible for any of the Commission and/or Fees specified here.

## **10. CANCELLATION OF CAMPAIGNS**

**10.1** Except as otherwise expressly provided for in this Agreement and/or the Partnership Offer:

10.1.1 PXBT reserves the right to terminate any Campaign at any time, for any reason, by sending an email or utilizing the Partner Management Platform to the Affiliate or Introducing Broker along with three (3) working days' notice. The Affiliate or Introducing Broker may also terminate the relevant Campaign by the end of the three (3) working day notice period.

10.1.2 After giving PXBT fourteen (14) calendar days' notice, the Affiliate or Introducing Broker may terminate any Campaign at any time and for any reason.

**10.2** In the event that circumstances arise that make the Campaign illegal or in violation of applicable laws and regulations, the above notice periods shall be waived, and the cancellation of any Campaign shall be deemed effective immediately upon written notice. The Affiliate or Introducing Broker shall not be entitled to any compensation or assurance of future cooperation in the event that any Campaign is canceled for any reason.

**10.3** If PXBT suspects that the Affiliate or Introducing Broker is involved in unlawful or fraudulent activity, or if there is cause to believe that the Affiliate or Introducing Broker is in breach of any of the terms and conditions outlined in this Agreement, or of any particular provisions of the Marketing Guidelines or the Partnership Offer, PXBT may, in its sole discretion, impose restrictions on the operation of the Affiliate's or Introducing Broker's Partner Account.

## 11. DURATION AND TERMINATION

- 11.1 The Partnership under this Agreement shall continue indefinitely until terminated in accordance with the terms set forth herein.
- 11.2 Except as otherwise expressly provided for in this Agreement and/or the Partnership offer:
- 11.2.1 PXBT may terminate this Agreement, for any reason and at any time, without previous notice. After being informed that the Agreement has been terminated, the Affiliate or Introducing Broker shall immediately terminate all services, and in any case, within three (3) business days.
  - 11.2.2 Upon giving PXBT fourteen (14) calendar days' notice, the Affiliate or Introducing Broker may terminate this Agreement at any time and for any reason.
- 11.3 In addition to any other clause in the Agreement, PXBT retains the right, in its sole discretion, to immediately terminate the Agreement and/or cancel any Campaign (as "Termination for Cause"), giving no prior notice and impairing PXBT's ability to pursue any further legal or equitable remedies.
- 11.3.1 The Affiliate or Introducing Broker, for any reason, fails to act, in the sole opinion of PXBT in good faith and/or for any other reason, which in the sole opinion of PXBT merits such termination.
  - 11.3.2 The Affiliate or Introducing Broker is not able to fulfill its obligations under the Agreement and/or finish, execute, and deliver the Services.
  - 11.3.3 PXBT believes there is a reasonable suspicion that the Affiliate or Introducing Broker is attempting to violate, or has already violated, a term, condition, or warranty of the Agreement.
  - 11.3.4 PXBT has good reason to think that the Affiliate or Introducing Broker violates any applicable laws, rules, or regulations in any relevant or capable jurisdiction.
  - 11.3.5 The Affiliate or Introducing Broker has an application, order, resolution, or other announcement issued against them relating to a voluntary or involuntary liquidation, or insolvency or bankruptcy proceedings.
  - 11.3.6 PXBT has reasonable grounds to believe that the Affiliate or Introducing Broker has become directly or indirectly involved in any type of fraud and/or Fraudulent Traffic.
  - 11.3.7 PXBT has reasonable grounds to believe that the Affiliate or Introducing Broker has failed to comply with any terms or conditions contained herein.

- 11.3.8 The Affiliate or Introducing Broker does not submit the necessary identification information, including KYC or KYB as applicable, through the Partner Management Platform, within the timeframes mandated by the Platform Provider.
- 11.4 The Affiliate or Introducing Broker understands and accepts that upon termination of the Agreement and/or cancellation of any Campaign:
- 11.4.1** PXBT reserves the right to block any Partner Account and/or any other PXBT account.
- 11.4.2 Regarding the Agreement and/or any specific canceled Campaign, as applicable, the Affiliate or Introducing Broker shall cease sending traffic and/or providing the Services immediately and without undue delay.
- 11.4.3 Any accrued or unpaid obligations that the Affiliate or Introducing Broker may have in connection with PXBT will not be affected by this termination or cancellation.
- 11.4.4 PXBT shall immediately terminate and withdraw any authorization, powers of attorney, or other rights granted to the Affiliate or Introducing Broker.
- 11.4.5 The Affiliate or Introducing Broker shall immediately terminate any authorization, powers of attorney, or other rights granted to any Client.
- 11.4.6 Any and all Client(s) of PXBT may, in the sole discretion of PXBT, remain as clients of PXBT, irrespective of the termination of this Agreement.
- 11.5 The Affiliate or Introducing Broker shall immediately return to PXBT all property of PXBT in its possession or under its control, including all documentation, creative materials, and Confidential Information, along with any copies and derivatives thereof, during the Termination Period or upon the termination of this Agreement for any reason. Additionally, the Affiliate or Introducing Broker will destroy all these materials (software included, by deleting it from the magnetic media it is stored on) and will give PXBT a written certification attesting to that fact; and
- 11.6 All rights granted to the Affiliate or Introducing Broker under this Agreement shall immediately terminate. The Affiliate or Introducing Broker shall immediately cease all marketing and promotion of the Trading Platform in any manner, cease using any of PXBT's trade secrets, intellectual property rights, or technical know-how, and remove any PXBT materials or Brands from any website or other platforms.
- 11.7 Notwithstanding the other terms of this agreement, PXBT may keep your Partner Account active on the Partner Management Platform solely for the purpose of sending you any unpaid balances for fees that you may have incurred during the Termination Period or that you may still owe.

- 11.8 For the avoidance of doubt and without prejudice to other provisions within the Agreement, the Partnership Offer and/or the Marketing Guidelines, PXBT reserves the absolute right, in its sole discretion, to withhold, set-off, or deduct from any Payment, including but not limited to Fees and/or Commission, owed to the Affiliate or Introducing Broker in the event of termination or cancellation resulting from a Termination for Cause, including termination for breach of any specifications of the Partnership Offer or any Representation or Warranty made herein. Any payment pertaining to any Introduced Client for which the Affiliate or Introducing Broker was entitled to receive Fees prior to such termination, as well as any payments that had already accrued but had not yet been disbursed to the Affiliate or Introducing Broker, shall be forfeited by the Affiliate or Introducing Broker in such circumstances.
- 11.9 If the Agreement is terminated by PXBT due to any breach of this Agreement by the Affiliate or Introducing Broker, including any representation or warranty made herein, then such termination shall not affect any other remedies to which PXBT may be entitled under applicable law and/or this Agreement. Upon termination or expiration of this Agreement for any reason whatsoever, no payments or compensations, whether in the form of goodwill, future profit loss, investment reimbursement, severance, or any similar termination-related indemnity, shall be owed by PXBT to the Affiliate or Introducing Broker. In the event that the agreement is terminated for any reason, neither party will be released from any obligations that may later arise in connection with any actions or omissions made prior to termination or from any obligations that are specifically stated in this agreement to continue after termination.

## 12. CONFIDENTIALITY & PERSONAL DATA

- 12.1 In relation to the processing of any and all Personal Data within the parameters of this Agreement, the Affiliate or Introducing Broker hereby acknowledges and affirms their commitment and obligation to the Company and all Leads to consistently adhere to all applicable Data Protection Legislation.
- 12.2 On their own expense, the Affiliate or Introducing Broker is responsible for making sure they are in compliance with all applicable data protection laws and for helping the Company comply with all present and future regulatory requirements regarding the use of personal data.
- 12.3 In order to comply with the requests of regulatory bodies, banks, financial institutions, auditors, consultants, entities within PXBT's corporate group, specific Service Providers, PXBT's affiliated or Group Entities and Partners, and any company directly or indirectly controlled by PXBT, PXBT reserves the right to disclose or authorize the disclosure of personal data, including data disclosed herein, any data associated with confidential information, and details of Affiliate or Introducing Broker transactions. Subject to the receiving party's commitment to uphold the confidentiality of the shared information, PXBT shall be able to fulfill its obligations under this agreement.

- 12.4** The Affiliate or Introducing Broker's entire set of personal data must be processed strictly in accordance with the terms of the relevant data protection laws.
- 12.5** Whether during the term of this Agreement or after its termination, the Parties mutually agree to uphold strict confidentiality and not reveal to any third party any confidential information exchanged between them.
- 12.6** The Partner Privacy Policy, which is always accessible on the Partner Account on the Partner Management Platform, is reviewed and accepted by the Affiliate or Introducing Broker.
- 12.7** During and after the term of this Agreement, PXBT is permitted to use Lead-related information, including Lead Personal Data, in order to provide and maintain its Services to the Leads and/or Introduced Clients. Such data will be acknowledged as exclusive, confidential, and proprietary knowledge of PXBT.
- 12.8** Except as required for the performance of this Agreement, both parties shall protect each other's confidential information from unauthorized disclosure and shall not use or disclose such information to third parties.
- 12.9** PXBT maintains the right to make mention of this Agreement in its marketing materials and public announcements, provided that such mentions truthfully reflect the nature of the business partnership and do not reveal any Confidential Information belonging to the Introducing Broker or Affiliate. PXBT must provide written approval for the content and timing of any press releases, publications, or public statements made by the Affiliate or Introducing Broker regarding this Agreement.
- 12.10** All information pertaining to the Service that is made available, either directly or indirectly, before, on, or after the date of this agreement by the Disclosing Party, its Representatives, Group Companies, or their Representatives is considered Confidential Information. Confidential Information shall mean, for the purposes of this Agreement, without limitation, the following:
- 12.10.1** The existence of talks and negotiations concerning the Service as well as the state of those talks and negotiations.
- 12.10.2** The existence and terms of this Agreement.
- 12.10.3** All confidential or proprietary information related to the business, affairs, clients, employees, clients, supplier plans, intentions, market opportunities, operations, processes, product information, know-how, technical information, designs, trade secrets, or software of the Disclosing Party or any of the Disclosing Party's Group Companies, Affiliates or Partners.



**12.10.4** Any information, findings, data, or analysis derived from Confidential Information.

**12.10.5** Any other information identified as confidential or proprietary.

**12.11** If any information satisfies the following requirements or possesses any of the following traits, it will not be deemed confidential information and will not be subject to the definition and obligations of confidential information.

**12.11.1** It is accessible to the public, or it is made accessible to the public by any method other than the Recipient's violation.

**12.11.2** Prior to a disclosure by the disclosing party, it was made available to the recipient on a non-confidential basis.

**12.11.3** It was, is, or becomes available to the Recipient from a person not bound by confidentiality obligations on a nonconfidential basis.

**12.11.4** Prior to any disclosure by the Disclosing Party, it was lawfully in the Receiving Party's possession.

**12.11.5** It is, or was, independently developed by or for the Receiving Party.

**12.11.6** The Parties agree in writing that the information is not Confidential.

**12.12** In relation to any and all disclosures, and in consideration of the Disclosing Party providing Confidential Information to the Receiving Party, the Receiving Party hereby undertakes:

**12.12.1** To keep the Confidential Information secret and confidential.

**12.12.2** To use the Confidential Information solely for the purposes of this Agreement.

**12.12.3** Not to directly or indirectly disclose or make available any Confidential Information, except as expressly permitted in this Agreement.

**12.12.4** Not to make copies or records of Confidential Information except as necessary for the purposes of this Agreement, or for the purposes of complying with any applicable law or regulation. In the event of the Affiliate or Introducing Broker making such copies or records, they shall belong at all times and exclusively to PXBT.



**12.13** Establishing and maintaining appropriate security measures, including those suggested by the disclosing party, is the responsibility of the receiving party to prevent unauthorized access to or use of confidential information.

**12.14** If the receiving party informs its representatives, group companies, service providers, affiliates, and partners that the information is confidential and that they must abide by confidentiality obligations, the receiving party may disclose confidential information to them.

**12.15** About the Confidential Information, the Receiving Party will be held accountable for the deeds or inactions of its Representatives, Group Companies, Service Providers, Affiliates, and Partners, as if they had been committed by the Receiving Party itself.

**12.16** A Party may disclose Confidential Information to the minimum extent required by:

**12.16.1** An order of any court, regulatory, judicial, governmental, or taxation authority.

12.16.2 The rules of any listing authority or stock exchange.

12.16.3 The laws or regulations of any relevant country.

**12.17** Where and to the extent permitted or required by applicable law, the disclosing party shall use reasonable efforts to give notice to the other party prior to any disclosure as specified in the preceding clause. The disclosing party will take into consideration reasonable requests about the disclosure's content if notice is not prohibited.

**12.18** A Party shall notify the other Party of the circumstances and information disclosed as soon as reasonably possible if it is unable to notify the other Party prior to disclosure.

**12.19** Upon request by the Disclosing Party, the Receiving Party shall:

**12.19.1** Any papers and materials that reflect, contain, or incorporate confidential information should be destroyed or returned.

**12.19.2** Delete all electronic devices that can store confidential information, including computers, cloud storage platforms, communication systems, and other devices.

**12.19.3** Delete any electronically stored confidential information from third-party data storage providers.

**12.19.4** Provide a formal declaration attesting to your adherence to these guidelines.

**12.19.5** The Recipient is not required by applicable law or regulatory authorities to return or destroy records and materials that they are required to keep and store. This agreement is still in effect for materials and documents that have been retained.

## 13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 All content that is owned by PXBT, its affiliates, and agents, including trade names, trademarks, service marks, logos, and icons, are protected by PXBT's exclusive intellectual property rights. International agreements and copyright laws protect these assets. Copyright notices and other indications of intellectual property rights on materials obtained from third parties, the Partner Management Platform, or downloaded and printed from PXBT's Website(s) must not be removed by the Affiliate or Introducing Broker. Except as specified in this Agreement, the Affiliate or Introducing Broker will not acquire any intellectual property rights or licenses to use PXBT's materials or website.
- 13.2 PXBT's Property shall include, without limitation, the Trading Platform, PXBT Brands, creative materials, demographic, and Lead/Client-related information (including Lead/Client Data), software, documentation, hardware, and other intellectual property used by or on behalf of PXBT, as well as copyrights, trademarks, patents, and trade secrets, for all transactions and interactions between PXBT and the Affiliate or Introducing Broker. PXBT owns all rights, titles, and interests, including all intellectual property rights, and these will always be its sole property. PXBT either owns the images on its website or has permission to use them.
- 13.3 Without obtaining the required authorizations and/or PXBT's prior written consent, the Affiliate or Introducing Broker hereby agrees and promises not to upload, post, reproduce, or distribute copyrighted or other protected materials.
- 13.4 The Affiliate or Introducing Broker is not permitted to act in a way that could infringe upon PXBT's rights or contest PXBT's ownership of the Trading Platform, PXBT Brands, PXBT Property, or Intellectual Property Rights derived from them. Without requiring any special action from either party, all rights granted to the Affiliate or Introducing Broker herein shall automatically and immediately revert to PXBT upon termination of this Agreement.
- 13.5 The Affiliate or Introducing Broker grants PXBT a royalty-free, perpetual, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works, distribute, communicate, perform, and display said content worldwide by submitting content about PXBT, its Trading Platform, and its Services to any public area on the internet.

13.6 On any publications or promotions, the Affiliate or Introducing Broker must include appropriate copyright and trademark notices that comply with PXBT's requirements. This applies to all Affiliate or Introducing Broker Network(s) and Channel(s).

## 14. AMENDMENTS

**14.1** Notwithstanding any other clause in the Agreement, PXBT retains the right to unilaterally change all or part of the Agreement at any time for any reason. You agree to accept the Agreement as it is amended from time to time by doing business with the Company as an Affiliate or Introducing Broker. When any outstanding work is turned over to you or until any ongoing campaign is canceled, you should immediately notify PXBT that you do not agree to the terms as they are amended from time to time. You should also submit a termination notice in line with this agreement's Termination clause and stop doing business with the company as an Affiliate or Introducing Broker.

**14.2** Notwithstanding the foregoing, PXBT may alter the Agreement if it determines that doing so is necessary to adhere to any legal requirements or publications made by regulatory bodies operating in a relevant jurisdiction. These modifications will take effect right away and won't need the Affiliate or Introducing Broker's prior approval.

**14.3** In the event that this Agreement is amended or changed, it shall be the Affiliate's or Introducing Broker's responsibility to stay informed and current at all times. If PXBT makes any significant changes to the Agreement, it may notify the Affiliate or Introducing Broker.

**14.4** Any amendments requested by the Affiliate or Introducing Broker shall not be effective unless PXBT approves them in writing and includes them in the Partnership Offer, whether in the form of an amendment or not.

## 15. ASSIGNMENT

**15.1** The Agreement and all of the Affiliate's rights and obligations as set forth herein may not be assigned, transferred, subcontracted, sublicensed, sold, conveyed, delegated, or otherwise encumbered to any third party, in whole or in part, without PXBT's prior written consent in each case. Any attempt to assign this agreement in any other way than that which is allowed above will be deemed null and invalid.

**15.2** PXBT may, at any time, assign, transfer, subcontract, sublicense, or deal in any other way with the Agreement, in whole or in part, or with any of the rights or obligations that are determined under it.

## 16. LIMITATION OF LIABILITY

- 16.1** PXBT makes no representations or warranties of any kind regarding the Trading Platform or its operation, whether express, implied, or statutory, with the exception of what is expressly stated above and to the maximum extent allowed by applicable law. PXBT hereby expressly disclaims all such warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose.
- 16.2** The Affiliate or Introducing Broker hereby acknowledges that PXBT has not made any representations or warranties regarding the Trading Platform's availability, error-free nature, timeliness, or lack of compromise of its security features and systems. Regarding any services offered by any cellular carrier or authorized distributor, PXBT makes no claims or guarantees of any kind.
- 16.3** No matter how this Agreement arises or is connected to it, including with regard to the use or inability to use the Trading Platform, PXBT (or any of its shareholders, directors, officers, employees, affiliates, representatives, or licensors) shall be liable to the Affiliate or Introducing Broker for any consequential, incidental, or special damages, including damages for business interruption, loss of business information, and the like. PXBT (as well as its shareholders, directors, officers, employees, affiliated persons or entities, and representatives) shall be entitled to the maximum disclaimers and/or limitations on damages and liability available at law under such applicable law, to the extent that any disclaimer or limitation on damages, losses, or liability set forth herein (whether direct, indirect, consequential, incidental, or special) is prohibited by applicable law in such particular circumstance.
- 16.4** In addition to the foregoing, in the event that PXBT is held accountable (for any reason, including negligence, contract, tort, or otherwise), its total liability for all claims pertaining to the Trading Platform or arising out of this Agreement will not surpass the payments PXBT made to the Affiliate or Introducing Broker in accordance with this Agreement during the three (3) months prior to the action or claim.
- 16.5** The Affiliate or Introducing Broker may not bring an action against PXBT more than twelve (12) months after the cause of action has arisen, regardless of the type of action—contract, strict liability, tort, including negligence—arising out of the performance of this Agreement.

## 17. FORCE MAJEURE

- 17.1** If a delay or failure arises from an event outside of a party's reasonable control and cannot be attributed to that party's fault, then neither party shall be held liable for any failure to perform under this Agreement. Labor disputes, strikes, industrial disturbances, acts of God, terrorist acts, lightning, floods, utility or

communication outages, earthquakes, and other unforeseen events are a few examples of such causes. If a force majeure event occurs, the party who is prevented from performing its obligations will be released from such obligations to the extent that it is practical, as long as the other party is given appropriate notice.

## 18. SEVERABILITY

**18.1** The remaining terms of this Agreement will remain in effect in the event that any one of its provisions is determined to be invalid or unenforceable. The remaining provisions of this Agreement shall remain enforceable and in full force and effect between the parties, as if the invalid or unenforceable provision had not been included.

## 19. NON-WAIVER

**19.1** Except as expressly stated above, neither party's failure to exercise any of its rights under this Agreement will be deemed a waiver of those rights. No clause in this agreement may be deemed waived, and no breach may be justified, unless the party claimed by the other party to have granted the waiver or consent does so in writing and signs it. Any breach of this agreement may not be waived in conjunction with any other or subsequent breach.

## 20. COMPLAINTS

**20.1** Any client complaint against PXBT as well as any other complaint the Affiliate or Introducing Broker may have or come across in any manner, by phone, in writing, or through the Partner Management Platform, must be reported to PXBT right away by the Affiliate or Introducing Broker.

**20.2** The Affiliate or Introducing Broker will give PXBT a thorough report and any pertinent supporting materials within five (5) days of receiving the complaint.

**20.3** PXBT will give the Affiliate or Introducing Broker a formal response within 60 days of receiving notice of the complaint, and it will acknowledge receipt of the notice within five (5) working days. Moral damages are not compensated for by PXBT.

**20.4** In addition, in the event that an Introduced Client files a documented grievance against the Affiliate or Introducing Broker for any service provided, the Affiliate or Introducing Broker agrees to notify PXBT of the incident. This occurs, and in order to improve the user and client experience, the Affiliate or Introducing

Broker must immediately notify PXBT of the situation and, if necessary, provide a detailed explanation of the complaint and any supporting documentation.

## 21. NOTICES

**21.1** Any notices under this Agreement shall be in writing and will be considered duly given when sent via email to:

**21.1.1** partners@pxbt.com in relation to PXBT; or

**21.1.2** the email address provided in the Registration Form in relation to the Affiliate or Introducing Broker.

**21.2** If the email address in the Registration Form is accurate and valid, notices will be considered effective on the business day when the email was sent. If there are changes to the email address, such changes must be communicated in writing as soon as such change occurs.

## 22. GOVERNING LAW AND CONFLICT RESOLUTION

**22.1** The laws of the Republic of Seychelles shall be the only applicable laws governing and construing this Agreement.

**22.2** Any disagreement or controversy arising directly out of this Agreement shall be settled amicably by the parties, using all reasonable efforts in that regard. Any party may start a binding arbitration proceeding in line with the International Chamber of Commerce's Rules of Arbitration in the event that a dispute cannot be settled by the parties alone. A single arbitrator will be chosen in line with the Rules.

**22.3** The arbitration venue shall be determined by mutual agreement between the parties upon the conflict being brought to the attention of PXBT.

**22.4** The language of the Arbitration Proceedings shall be English.

**22.5** It is hereby agreed that the arbitration award shall be final and binding on both parties.

**22.6** Each party acknowledges that in the event of a breach of this Agreement, legal remedies may be insufficient, and therefore, in case of such a breach by either party, the other party shall have the right to seek injunctive relief or other appropriate remedies in a competent court to prevent such a breach of this Agreement.

## 23. ENTIRE AGREEMENT

- 23.1** This Agreement, subject to the terms of the Partnership Offer, constitutes the whole understanding between the Parties and supersedes all previous written and oral agreements, communications, and representations regarding the subject matter of this Agreement.
- 23.2** Each Party agrees that it did not rely on any promises, representations, statements, or agreements made by the other Party that aren't specifically stated in this Agreement when it entered into this Agreement.

## ANNEX 1

### AFFILIATE MARKETING GUIDELINES

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As an Affiliate, Partner, Agent, or Influencer (hereinafter referred to as “the Affiliate”) of PXBT Trading Ltd, a Securities Dealer licensed and regulated by the Financial Services Authority (FSA) in Seychelles under license number SD162, with its registered address at Providence Complex, First Floor, Office B11, Providence, Mahe, Seychelles (referred to as “the Company”, “we”, “us”, or “our”, as applicable), you agree to comply with the following Marketing Guidelines (hereinafter referred to as “the Guidelines”). These Guidelines constitute an essential part of the Agreement between you and the Company, its representatives, or any affiliated entities. By promoting the Company, its brand, or its official website, [www.pxbt.com](http://www.pxbt.com), or any other website the Company may operate through from time to time, you acknowledge and accept these obligations as legally binding under the terms of the Agreement.

#### A. Restricted Countries

You agree not to accept traffic or promote the Company's services in any restricted countries as identified on the official website, [www.pxbt.com](http://www.pxbt.com). Furthermore, the Affiliate agrees and undertakes not to engage in any marketing or promotional activities targeting the EU/EEA or UK, nor to refer clients who are residents of these regions.

#### B. Affiliate Responsibilities

The Affiliates are responsible for managing the marketing activities of the Company, including but not limited to the following:

- 1.1 Displaying promotional and advertising materials for the Company.
- 1.2 Promoting the Company's brand and services to existing and potential clients.
- 1.3 Directing online traffic to the Company's official website, [www.pxbt.com](http://www.pxbt.com), or any other website explicitly agreed upon in writing with the Company.
- 1.4 Enhancing the Company's online visibility through search engine optimization (SEO).
- 1.5 Conducting other promotional activities as specified in the Affiliate Agreement, provided these activities adhere to applicable laws, regulations, and the Company's guidelines.
- 1.6 Affiliates bear full responsibility for ensuring that any third parties, sub-affiliates, or external marketers they engage comply with these Marketing Guidelines. Any violations by such parties will be considered a breach by the Affiliate.
- 1.7 Affiliates must ensure that all promotional efforts align with applicable anti-money laundering (AML) and counter-terrorist financing (CTF) regulations and must not market the Company's services to individuals or entities involved in unlawful activities.

#### Accepted Services to be Provided



## Support Services

- Guiding clients to relevant information available on the PXBT website.
- Providing technical support and assistance with navigating the platform, understanding the website, and completing account registration procedures.
- Developing and distributing marketing materials.

## Educational Services

- Webinars: Hosting interactive sessions to educate clients on trading fundamentals and how to use PXBT's platform effectively.
- Tutorial Videos: Creating instructional content to showcase platform features, executing trades, and implementing risk management strategies.
- Workshops: Conducting advanced training sessions on strategy development, technical analysis, and the responsible use of leverage.
- Online Courses: Offering self-paced learning modules ranging from beginner to advanced trading techniques tailored to PXBT's platform.

## C. Compliance with the Guidelines

### 1. Legal and Regulatory Compliance

1.1 Adherence to Laws and Company Instructions: Ensure that all promotional activities are conducted lawfully and in full compliance with the Company's instructions as well as all applicable regulations.

1.2 Staying Informed: Stay informed and updated on the evolving legal framework and regulations regarding marketing practices in all relevant jurisdictions.

1.3 Implementing Changes: Implement any recommended changes from the Company promptly, including modifications to promotional methods, content, and the inclusion of risk warnings as necessary to maintain compliance.

1.4 Ensuring Authorization: It is your responsibility to ensure that you are legally allowed to promote the Company in your country of establishment. Verify that local laws and regulations permit the promotion of the Company's services in your region.

### 2. Professional Conduct

#### 2.1 Professional Interactions:

2.1.1 Always act professionally when dealing with clients, potential clients, and the Company. This means being respectful, responding quickly to messages, and behaving ethically in all communications.

Example: When a potential client asks a question, reply politely and promptly, providing accurate information.

#### 2.2 Conflict of Interest:

2.2.1 Make sure your personal interests do not conflict with your role as an affiliate. If there is a potential conflict, inform the Company immediately.

Example: If you are writing a comparison article about different brokers and the Company is one of them, disclose this to the Company to avoid any issues. Make sure the comparison is fair and unbiased.

## 2.3 Protecting Company Interests:

2.3.1 Do not do anything that could harm the Company's reputation. Avoid making false or misleading statements about the Company or writing negative comments about the Company.

Example: Ensure your comments about the Company are truthful and positive.

## 3. Brand Integrity

3.1 Using Official Branding: Maintain the integrity of the Company's brand by using official logos, colors, and fonts as provided by the Company.

3.2 Do not change or modify the Company's official logos and trademarks.

## 4. Transparency and Honesty

4.1 Accurate Information: Provide clear, accurate, and honest information about the Company's products and services.

4.2 Substantiating Claims: Substantiate all claims made in marketing materials with evidence (if possible).

4.3 Avoiding Misleading Statements: Avoid exaggerated or misleading statements about the benefits of the Company's services.

## 5. Cultural Sensitivity

5.1 Respectful Content: Ensure that all marketing content is culturally sensitive and respectful of all audiences.

5.2 Avoiding Offensive Content: Avoid content that could be seen as offensive or inappropriate in any region or demographic.

## 6. Ethical Marketing Practices

6.1 Staying Informed: Stay informed about changes in marketing laws and regulations in all regions where the Company operates. Regularly review updates from regulatory bodies and adapt your marketing strategies accordingly to ensure ongoing compliance.

6.2 Complying with Ethical Standards: Ensure all marketing practices are ethical and comply with both the letter and spirit of the law. This means not only following legal requirements but also upholding the highest standards of integrity and honesty in all promotional activities.

6.3 Avoiding Deceptive/Aggressive Practices: Avoid any form of deceptive, aggressive or unfair marketing practices. This includes refraining from making false claims, exaggerating potential benefits, or

omitting critical information about risks. Ensure that all marketing materials are truthful, clear, and transparent.

## 7. Content Quality

7.1 High-Quality Materials: Ensure all marketing materials are of high quality, free from errors, and professionally presented.

7.2 Regular Updates: Regularly review and update marketing content to ensure it remains relevant and accurate.

## 8. Social Media Conduct

8.1 Adhering to Policies: Adhere to the social media policies when promoting on platforms like Facebook, Twitter, Instagram, etc.

8.2 Compliance with Guidelines: Ensure that all social media posts comply with the Company's guidelines and legal requirements.

## 9. Accurate Representation

9.1 Truthful Information: Ensure all promotional materials accurately represent the Company's products, services and do not contain false or misleading information.

9.2 Avoiding Unsubstantiated Claims: Avoid making unsubstantiated claims or guarantees about the Company's products and services or potential client outcomes.

## 10. Traffic Sources

10.1 Identifying Traffic Sources: Clearly identify your traffic sources and disclose them to the Company.

10.2 Direct traffic to the Company only through approved websites and channels.

10.3 Do not use unapproved traffic sources, as all traffic from such sources will be blocked.

## 11. Approved Practices

11.1 Use pre-approved advertising materials: Utilize only the advertising materials (such as banners, ads, and promotional links) that have been pre-approved or provided by the Company.

11.2 Include Risk Warnings: Consistently incorporate the risk warnings supplied by the Company in all marketing materials.

11.3 Use Disclaimers: Ensure that all necessary disclaimers are included in your marketing materials, covering areas such as past and future performance, investment advice, and testimonials.

11.4 Ensure that all marketing messages are balanced and transparent.

11.5 Clearly present both the potential benefits and the inherent risks of the Company's services.

## 12. Content Restrictions

## 12.1 Target Audience:

12.1.1 Do not target people or countries where the Company is not authorized to operate.

12.1.2 Do not target persons under 18 years of age.

## 12.2 Professional and Compliant Content:

12.2.1 Ensure content is professional, proper, and compliant with the Company's guidelines and legal requirements.

## 12.3 Avoid Content Related to Illegal Activities:

12.3.1 Libelous, Defamatory, or Obscene Content: Do not include any material that could be considered libelous, defamatory, obscene, or otherwise inappropriate.

12.3.2 Abusive, Violent, or Hate-Oriented Content: Steer clear of content that promotes abuse, violence, or hate speech in any form.

12.3.3 Illegal or Pornographic Content: Under no circumstances should marketing content include or promote illegal activities or pornographic material.

12.3.4 Gambling-Related Content: Refrain from incorporating any references to gambling or related activities, as this is not aligned with the Company's policies and regulatory obligations.

## 13. Mentioning Regulators

13.1 Do not use regulator logos on any marketing materials or landing pages. You may only mention the name of the regulator (if the Company is regulated) to indicate that the Company is regulated by them.

13.2 Use the correct regulator's name and information (if any). If the Company is not regulated, please do not state that the Company is regulated by xxx regulator.

13.3 The regulator's name must not be used in any way that suggests they approve or recommend the Company.

Examples:

*"The Company is licensed by [regulator]."*

*"The Company is in the register of [regulator] and is [regulator] Authorized."*

*"The Company is licensed and regulated in [jurisdiction]."*

## D. Prohibited Activities

As an affiliate, you are strictly prohibited from engaging in the following activities:

### 1. Engaging in Fraudulent Traffic Activities:

1.1 Generating traffic through deceptive practices such as using bots, fake clicks, or other methods that artificially inflate metrics.

- 1.2 Employing click fraud schemes or any techniques designed to manipulate traffic data dishonestly.
2. Generating traffic through deceptive practices:
  - 2.1 Using bots, fake clicks, or other methods that artificially inflate metrics.
  - 2.2 Employing click fraud schemes or any techniques designed to manipulate traffic data dishonestly.

If any activity within your Affiliate Account, or any account that appears to be controlled or managed by you as the Affiliate, is reasonably deemed suspicious by PXBT at its sole discretion, PXBT may delay the payment of your fee and/or commission in order to investigate and verify the suspicious activity and if fraudulent and/or suspicious activity is found, the Company may refuse to pay the Affiliate.

The Affiliate is prohibited from engaging in fraudulent/ prohibited activity which includes, inter alia:

- a. Deceptive Practices: Any act of dishonesty, misrepresentation, or deceit in promoting PXBT, including falsifying information, misleading clients, or misrepresenting the terms and conditions of PXBT's services.
- b. Fraudulent Acquisition of Clients: Using unethical means to acquire clients, such as impersonation, unauthorized use of personal data, or providing false or misleading incentives to encourage registrations or transactions.
- c. Manipulation of Traffic Data: Engaging in schemes that artificially inflate traffic, conversions, or other metrics to manipulate commission payments. This includes, but is not limited to, the use of bots, fake accounts, automated systems, or any other method designed to produce fraudulent traffic.
- d. False Advertising: Creating or distributing false, misleading, or deceptive advertisements, including ads that falsely represent PXBT's offerings or promote false success claims.
- e. Commission Fraud: Engaging in practices designed to exploit the commission system, including self-referrals, multi-account creation, or any other fraudulent methods to unfairly gain compensation.
- f. Using spam of any kind to attract clients or potential clients or to trigger any traffic.
- g. Opening multiple Client and/or Affiliate Accounts with PXBT, from one IP address or referral links, or allowing relatives, friends, or other individuals to register using the Affiliate's links.
- h. Using instant direct redirects from any domain to PXBT's domain.
- i. Using branded queries of competitor companies to advertise PXBT or unjustifiably showing competitors in a bad light in ads.
- j. Attracting unrelated or irrelevant traffic to PXBT; doorways will only be accepted with approved pre-landings.
- k. Engaging in brand bidding practices.
- l. Using branded queries of competitor companies to advertise PXBT or unjustifiably showing competitors in a bad light in ads.
- m. Affiliates must operate their own resource that is not similar to PXBT's resources.
- n. In the case of doorways, using personal names or brand names of other companies as keywords.
- o. Using the PXBT brand for illegal activities, including but not limited to money laundering, illegal gambling, or financing of terrorism, or having content on your website that is defamatory, violent, pornographic, or otherwise unlawful.
- p. Violating any third-party intellectual property rights or having defamatory or deceitful content about PXBT.

- q. Attempting to gain unauthorized or authorized access to clients accounts or attempting to bypass security measures on PXBT's platform.
- r. Creating or distributing content that incites violence, hate, or discrimination against any individual or group.
- s. Engaging in promotional activities in the EU/EEA or UK, or referring clients residing in those regions.

### 3. Offering Rake-Back Deals:

3.1 Refrain from offering or advertising rake-back deals or any similar incentives that could be perceived as unethical or non-compliant.

### 4. Directly Contacting Existing or Potential Clients:

4.1 Initiating unsolicited communications with clients or potential clients via email, phone calls, social media, or any other direct communication methods.

4.2 Using personal or unauthorized messaging platforms to reach out to clients or prospects on behalf of the Company.

### 5. Issuing Your Own Marketing Materials Without Company's Approval:

5.1 Creating, distributing, or utilizing any marketing content that has not been reviewed and approved by the Company's Compliance Department or was not provided by the Company.

5.2 Modifying pre-approved marketing materials without explicit written consent from the Company.

### 6. Misrepresenting the Company, Its Services, or Its Licences (if any):

6.1 Providing false or misleading information regarding the Company's products, services, or regulatory status.

6.2 Falsely implying endorsements, partnerships, or approvals that do not exist or are not authorized by the Company.

### 7. Using Instant Messaging or Email to Direct Clients to the Company's Websites:

7.1 Engaging in direct solicitation of clients or potential clients through instant messaging apps, emails, or any other communication channels.

7.2 Sending promotional messages with links to the Company's websites without proper authorization.

### 8. Providing Investment Services to the Company's Clients:

8.1 Offering advice, investment strategies, or any ancillary services directly to clients under the guise of representing the Company.

8.2 Acting in any capacity that implies you are an authorized investment advisor or broker affiliated with the Company.

## 9. Prohibited Phrases and Practices

9.1 Avoid using high-pressure sales tactics and misleading statements in all marketing communications.

9.2 Specifically, you are prohibited from using phrases that create unrealistic expectations or misrepresent the nature of the Company's services. These include, but are not limited to:

9.2.1 "Guaranteed returns": Avoid making any assurances or promises of guaranteed profits, as this is misleading and not representative of the inherent risks involved in trading.

9.2.2 "Risk-free investment": Refrain from implying that investments are without risk, as all trading activities carry potential for financial loss.

9.2.3 "Instant profits": Do not suggest that clients can achieve immediate financial gains, as this can create unrealistic expectations and does not reflect the true nature of trading.

9.2.4 "No risk of losses": Avoid statements that downplay or negate the potential for losses, as this is deceptive and does not provide a balanced view of the risks involved.

9.3 Do not offer clients monetary benefits, such as bonuses, to encourage specific actions like depositing funds into the Company's platform or engaging in similar activities. This practice is not allowed and can lead to misleading expectations or unethical behaviour. Ensure all promotions and incentives comply with regulatory guidelines and focus on providing value through transparent and fair marketing practices.

## 10. Other Prohibited Activities:

The Affiliate is strictly prohibited from:

- Making deposits or withdrawals on behalf of clients.
- Providing investment advice. The Affiliate may only share personal opinions and experiences related to PXBT.
- Managing client portfolios.
- Assisting clients in executing orders.
- Rendering any financial services to clients.
- The Affiliate will not be involved in opening accounts for prospective clients. If prospective clients express interest, the Affiliate may provide a link to register but must not assist in the account opening process.

The Company shall not be held liable for any violations of marketing or regulatory laws by the Affiliate. The Affiliate agrees to indemnify and hold the Company harmless against any legal claims, damages, or costs arising from the Affiliate's breach of these Guidelines or applicable laws.

## DETAILS OF ACCEPTED/ NOT ACCEPTED PRACTICES

Category	Details
Allowed Marketing Products	- CFDs on any underlying including crypto
Restricted Marketing Products	<ul style="list-style-type: none"><li>- Real cryptocurrencies</li><li>- Cryptocurrencies in general (only derivatives allowed)</li><li>- Cannot advertise "Buy Crypto" or "Crypto Exchange"</li><li>- No copy trading</li></ul>



Permissible  
Marketing Content

- **Content must be factually correct, balanced, and not misleading**
- Advertise the app (MT5)
- Highlight low spreads
- Emphasize high speed of execution
- Promote educational materials (e.g., “easy learning platform”)
- Describe different types of financial products
- Mention low/competitive spreads (e.g as low as 0.6 pips)
- Emphasize execution speed
- Highlight quick withdrawal execution
- Instant deposit
- Mention negative balance protection
- Personal Client Relations Managers & 24/5 customer support (live chat, emails, etc.)
- Mention various company awards (if any)
- Highlight low minimum deposit amount
- Mention leverage options
- State that PXBT is a regulated broker (preferably include "FSA regulated")

<p>Prohibited Marketing Practices</p>	<ul style="list-style-type: none"> <li>- Do not make statements that induce or pressure clients to trade or deposit</li> <li>- Do not make unwarranted claims of financial success or guarantee profits</li> <li>- Do not provide misleading information</li> <li>- Do not exchange personal information</li> <li>- Do not offer investment advice</li> <li>- Do not recommend specific financial instruments to buy or sell</li> <li>- Ensure all information provided is true, clear, and non-misleading</li> <li>- Do not promise guaranteed profits or make unwarranted claims</li> <li>- Do not claim the Company is regulated if it is not</li> <li>- Do not target clients from restricted jurisdictions (e.g., EEA, UK)</li> <li>- Do not use regulator logos on marketing materials or landing pages</li> <li>- Do not target specific restricted countries</li> <li>- Do not claim "0 FEES" or "0 COMMISSIONS" without appropriate disclaimers "other fees may apply"</li> <li>- Ensure marketing material includes the name of the Company</li> <li>- Do not state "Open an Account" without a small risk warning disclaimer</li> <li>- Do not emphasize potential benefits without indicating relevant risks</li> <li>- Do not suggest that trading can be considered as "income"</li> <li>- No direct solicitation in countries where the Company is not authorised to market its services: Shall not make statements targeting specific countries that we cannot target/ not authorised to provide services like for Spain for instance "Discover the capabilities of advanced trading with [Company Name] ES, made specifically for Spanish residents.</li> </ul>
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## E. Data Privacy and Security

- 1.1 Comply with Data Protection Laws and Regulations: Ensure all marketing activities are fully compliant with relevant data protection laws.
- 1.2 Avoid Collecting Personal Data from Potential Clients: Do not collect any personal data from potential clients. This includes names, contact details, financial information, and any other personally identifiable information.
- 1.3 In case you need to collect personal data from potential clients: Implement robust measures to ensure that a) you have obtained their explicit consent b) Clearly inform potential clients about the purpose of

data collection, how their data will be used, and their rights under applicable data protection laws and c) any collected data is securely stored and processed in accordance with the applicable legal and regulatory requirements, and promptly address any data protection concerns or breaches.

## F. Communication and Reporting

- 1.1 Maintain open communication with the Company for guidance and approval of marketing materials (if needed).
- 1.2 Report any issues or concerns related to marketing activities promptly to the Company.

## G. Risk Warnings

When mentioning "OPEN AN ACCOUNT", "TRADE NOW", etc., include: "Trading involves risk" or "Your capital is at risk".

## H. Disclaimers

### 1.1 For Investment Advice:

1.1.1 When to use: (example) If you, as an affiliate, write a post titled "Top 5 Investment Strategies for Beginners" on your website, include the disclaimer: *"This post is not investment advice. The content provided is for informational purposes only."*

### 1.2 For Past Performance:

1.2.1 When to use: (example) On a section of your affiliate website that showcases historical performance data of the Company's trading services, include: **"Information regarding past performance is not a reliable indicator of future performance."**

### 1.3 For Future Performance:

1.3.1 When to use: (example) For future market behavior or potential outcomes while promoting the Company, state: **"Forecasts are not a reliable indicator of future performance."**

### 1.4 For Trademarks:

1.4.1 When to use: When using third-party trademarks in your marketing materials, include: "The exclusive right to the trademark \_\_\_\_ is owned by the company \_\_\_\_\_. Using the trademark on this website is not advertising, is not of a commercial nature, and is only for informational purposes."

Category	Disclaimer
<b>Blog Articles and Market Analysis</b>	Disclaimer: This article is for informational purposes only and is not intended as investment advice. References to historical price movements or levels are based on external analysis, and there is no assurance that such events will occur again in the future. Readers should not rely solely on this information for making investment decisions.
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<b>Future Performance</b>	*forecasts are not a reliable indicator of future performance.
<b>Testimonials</b>	The testimonials provided reflect the experiences of the specific clients and may not represent the trading experiences of all clients. They are not intended to guarantee or suggest that others will achieve the same or similar results. These testimonials are unpaid and are not indicative of future performance or success for any other individuals.
<b>Reverse Solicitation</b>	The Company is not licensed or regulated by the [include the regulator] and is not involved in any action that may be considered as solicitation of financial services. [Company Name] does not solicit clients residing in [include the country] and only accepts clients that register at their own initiative.
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<b>Trademarks (SHORT)</b>	Trademarks belong to their respective owners
<b>PR Articles</b>	Disclaimer: The content provided here is for informational purposes only and is not intended as personal investment advice. Past performance is not a reliable indicator of future results. The financial products offered by the Company are complex and come with a high risk of losing money rapidly due to leverage. These products may not be suitable for all investors. Before engaging, you should consider whether you understand how these leveraged products work and whether you can afford the high risk of losing your money. The Company does not accept clients from the Restricted Jurisdictions as indicated in our website.

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<b>Licence information (short)</b>	PXBT Trading Ltd is regulated by the FSA under License No. SD 162