



EXNESS B.V. (Central Bank of Curaçao and Sint Maarten License Number 0003LSI),  
Emancipatie Boulevard Dominico F. "Don" Martina 31, Curaçao  
Website: [www.exness.com](http://www.exness.com), email: [support@exness.com](mailto:support@exness.com)

# Digital Affiliate Agreement



EXNESS B.V. (Central Bank of Curaçao and Sint Maarten License Number 0003LSI),  
Emancipatie Boulevard Dominico F. "Don" Martina 31, Curaçao  
Website: www.exness.com, email: support@exness.com

## Terms and Conditions:

This Digital Affiliate Agreement, along with any applicable Insertion Order (hereinafter the “Agreement”) shall define the conditions and procedures for cooperation between the Digital Affiliate (hereinafter the “Publisher”) and EXNESS B.V. (hereinafter the “Advertiser”)

### 1. Definitions

- a) **Affiliated Entity/Entities (“Affiliates”)**: with respect to the Advertiser shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with the Advertiser. The Advertiser may publish to the Site(s) the details of its Affiliated Entities which are providing services in relation to any trading in financial instruments and to which the Publisher may introduce Clients to.
- b) **Client**: any physical person or entity with whom the Advertiser and/or any of its Affiliated Entities concluded a Client Agreement.
- c) **Client Agreement**: an agreement between the Advertiser and/or its Affiliated Entities and the Client for the provision of services in relation to any trading in financial instruments offered by the Advertiser and/or its Affiliated Entities.
- d) **CPA** (Cost Per Action) means the fee paid by Advertiser to Publisher for each Qualified Trader referred by a Publisher to the Site(s).
- e) **CPL** (Cost Per Lead) and or **CPR** (Cost Per Registration) means the fee paid by the Advertiser to the Publisher for each Referred Client referred to Advertiser’s and/or any of its Affiliated Entities’ Site(s) from Publisher’s performance of its obligations under this Agreement;
- f) **Disclosing Party** means the Party disclosing or providing Confidential Information (either directly or through such Party’s Representatives) to the recipient or the recipient’s Representatives.
- g) **Effective Date** means the start date of the Service.
- h) **Fraud Traffic** means any deposits, revenues or traffic generated through illegal means and/or in bad faith to generate false Publisher Commission and/or defraud the Advertiser, regardless of whether or not it actually causes damage to the Advertiser. Fraud Traffic includes, but is not limited to spam; cold-calling; performing actions which infringes the Client Agreement; false advertising; click fraud, incentive fraud etc; chargeback by a Qualified Trader and/or Referred Client in relation to its deposit(s); deposits generated by stolen credit cards; collusion; manipulation or abuse of the system; creation of false accounts for the purpose of generating Publisher Commission; offers to share the Publisher Commission directly or indirectly with Qualified Traders; unauthorized use of any third-party accounts, copyrights, trademarks, intellectual property; offering or providing



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unauthorized incentives (financial or otherwise) to potential Qualified Trader either directly or indirectly (including, without limitation, the sharing by the Publisher of the Publisher Commission).

- i) **First Time Deposit (FTD)** means the sum of deposits performed by an Introduced Client, strictly within a twenty-four hour timeframe, counting from the time that the first deposit is made. The minimum FTD required by an Introduced Client, is determined by the Advertiser in its sole discretion and communicated to the Publisher.
- j) **Introduced Client:** any physical person or entity who has been introduced by the Publisher to the Advertiser and/or to any of its Affiliated Entities through a Tracking Link and with whom the Advertiser and/or any of its Affiliated Entities concluded a Client Agreement.
- k) **Investor:** shall have the meaning given under the Client Agreement.
- l) **Law** means any statute, treaty, ordinance, rule, regulation, permit, order, writ, injunction, judicial decision, decree, code or other legally binding requirement of any governmental authority that may be in effect from time to time.
- m) **Promotional Material:** any material provided by the Advertiser to the Publisher and used by the Publisher in order to promote any activity related to the Advertiser and/or its Affiliated Entities or the Site for the purpose of this Agreement, including but not limited to logos, banners, promo links etc.
- n) **Prospective Client:** any physical person or entity who has been introduced by the Publisher to the Advertiser and/or to any of its Affiliated Entities prior to the conclusion of a Client Agreement with the Advertiser and/or with any of its Affiliated Entities.
- o) **Partner Account(s)** means the unique account assigned by the Advertiser to any Publisher for the purpose of receiving the Publisher Commission.
- p) **PM Investor:** shall have the meaning given under the Client Agreement.
- q) **Probation Period:** means a period of two (2) consecutive months since an Introduced Client's First Time Deposit. The Advertiser retains the right to renew the Probation Period for two months in each and every case (if any) that the Publisher has failed to maintain active Qualified Traders for a period of two months.
- r) **Publisher Commission:** means the amount payable to the Publisher, in accordance with the payment model, based solely and exclusively on the Advertiser's data and calculations as specified on <https://get.exnessaffiliates.help/hc/en-us/articles/360011050239-Payouts> from time to time.
- s) **"Qualified Trader(s)"** means a distinct, unique Introduced Client, during the term of this Agreement, solely through the Tracking Link; provided that such internet user: (i) is over the age of legal capacity in the applicable jurisdiction; (ii) accesses a Site directly through the Tracking Link, (iii) has not been an active client of the Advertiser and/or of its Affiliated Entities before; (iv) has satisfied the minimum First Time Deposit (FTD); (v) is not located in any country other than those prescribed [herein](#) in the following line and/or those countries being accepted by the Advertiser from time to time at its sole discretion the GEO target section on the insertion order; (vi) has been verified and is accepted as a client of the Advertiser and/or of any of its Affiliated Entities under any applicable sign up or identity verification procedure (KYC) and/or other procedures which Advertiser and/or of its



Affiliated Entities may require from time to time; (vii) has agreed to and accepted the Advertiser's and/or any of its Affiliated Entities' Client Agreement; (viii) is not involved in a Fraud Traffic; (ix) is not a computer generated user, such as a robot, spider, computer script or uses any other automated, artificial or fraudulent method (x) has been approved by the Advertiser's and/or of its Affiliated Entities' AML department; (xi) is not a resident of the Restricted Countries; and (xii) has adequately fulfilled any other qualification criteria that the Advertiser and/or its Affiliated Entities may introduce from time to time at its sole discretion. It is hereby clarified that neither a Publisher nor any of its Relative(s) are eligible to become Qualified Traders under such Tracking Link, and should Publisher or any of its Relative(s) do so register, Publisher will not be eligible to receive the applicable and/or pending Publisher Commission or any other compensation whatsoever.

- t) **Receiving Party** means the Party receiving the Confidential Information (either directly or indirectly through such Party's Representatives) from the Disclosing Party or the Disclosing Party's Representatives.
- u) **Referred Client** means a distinct, unique Introduced Client, during the term of this Agreement, solely through the Tracking Link; provided that such internet user: (i) is over the age of legal capacity in the applicable jurisdiction; (ii) accesses a Site directly through the Tracking Link, (iii) has not been an active client of the Advertiser and/or of any of its Affiliated Entities before; (iv) is not located in any country other than those prescribed in the GEO prescribed [herein](#) and/or those countries being accepted by the Advertiser from time to time at its sole discretion ; (v) has been verified and is accepted as a client of the Advertiser and/or of any of its Affiliated Entities under any applicable sign up (has completed email and phone number verification) or identity verification procedure (KYC) and/or other procedures which Advertiser and/or its Affiliated Entities may require from time to time; (vi) has agreed to and accepted the Advertiser's and/or any of its Affiliated Entities' Client Agreement; (vii) is not involved in a Fraud Traffic; (ix) is not a computer generated user, such as a robot, spider, computer script or uses any other automated, artificial or fraudulent method (x) has been approved by the Advertiser's and/or its Affiliated Entities' AML department; (xii) is not a resident of the Restricted Countries; and (xiv) has adequately fulfilled any other qualification criteria that the Advertiser and/or its Affiliated Entities may introduce from time to time at its sole discretion. It is hereby clarified that neither a Publisher nor any of its Relative(s) are eligible to become Referred Clients under such Tracking Link, and should Publisher or any of its Relative(s) do so register, Publisher will not be eligible to receive the applicable and/or pending Publisher Commission or any other compensation whatsoever.
- v) **Representatives** means, with respect to a particular Party, such Party's (i) Affiliates, (ii) officers, directors and employees, (iii) attorneys, accountants and financial advisors, and (iv) officers, directors and employees of such Party's Affiliates, who shall each be legally obligated to observe and perform the obligations of such Party and to keep and treat the Disclosing Party's Confidential Information received hereunder in a manner consistent with the terms hereof.



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- w) **Restricted Countries** means any of the jurisdictions/territories to which the Advertiser and/or its Affiliated Entities does not offer services to, as detailed on the Site, as amended from time to time
- x) **Service:** Refers to the service Publisher provides for Advertiser through its own and its partner's media resources such as internet websites or software applications ("Publisher's Media Resources")
- y) **Site(s)** without limitation shall mean the websites [www.exness.com](http://www.exness.com) and [www.exnessaffiliates.com](http://www.exnessaffiliates.com) that will be used by the Advertiser to communicate to the Publisher from time to time, or any such other website or sub-domain as the Advertiser may maintain from time to time and communicated to the Publisher.
- z) **Tracking Link or Partner Link** means the unique hyperlink that the Advertiser provides exclusively to the Publisher, enabling the Publisher to refer Qualified Traders to the Site(s) and enables the Advertiser to identify the Publisher that has referred such Referred Clients and/or Qualified Traders for the purpose of calculating Publisher's Commission.
- aa) **Territory** means the country or territories prescribed [herein](#) and/or those being accepted by the Advertiser from time to time (GEO Target).

## 2. Service

2.1. The Advertiser desires to have the Publisher perform certain digital advertising or other related services in Territory and the Publisher agrees to render the Service to the Advertiser.

## 3. Publisher's rights and Obligations

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

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

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

## 4. Advertiser's Rights and Obligations

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

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



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

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

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

## **5. Representations and warranties**

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

- a. Each Party is an entity duly organized, validly existing and in good standing (only applicable if the Publisher is an entity and not a natural person).
- b. The execution of this Agreement by an authorised person whose signature is set forth below at the end hereof has been duly authorized by all necessary corporate action of each Party;
- c. When executed and delivered by the Parties, this Agreement will constitute the legal, valid and binding obligation of the Parties;
- d. The Advertiser warrants that the products/services and the materials for digital marketing provided by Advertiser have been and are in compliance in all material respects with all applicable laws and will not violate any legitimate rights enjoyed by any third parties;
- a. The Publisher is over 18 years old and has the capacity to enter into this Agreement.

5.2. Moreover, the Publisher undertakes the following:

- a. To act in good faith and not make any false and/or misleading representations or statements in relation to the Advertiser or the services provided by the Advertiser and/or by any of its Affiliated Entities that the Publisher knows or ought reasonably to know are likely to prejudice or to bring into disrepute in any manner the Advertiser's and/or its Affiliated Entities' business or reputation or that of any of the Advertiser's associates;
- b. To cooperate with the Advertiser to review complaints by Clients introduced by the Publisher;
- c. To cooperate with the Advertiser and promptly submit any documentation and/or evidence required by the Advertiser in relation to the dealings of the Publisher with the Clients, involving the Advertiser in any way whatsoever;
- d. Not knowingly do or commit (or permit to be done or committed) any act, matter or thing that the Publisher knows or ought reasonably to know is likely to put the Advertiser in breach of any of the



provisions of the Client Agreement between the Advertiser and/or its Affiliated Entities and the Clients or the provisions of existing legislation;

- e. To cooperate with the Advertiser and promptly submit any information and/or documentation required by the Advertiser;
- f. To perform his/her obligations under this Agreement and otherwise conduct his/her business and affairs in accordance with such professional and ethical standards as are widely regarded as being best practice and in accordance with any applicable laws or regulations. The Publisher shall not take any steps which would cause the Advertiser and/or any of its Affiliated Entities to fail to observe the standard of behavior reasonably expected of persons in the Advertiser's position and will comply with all applicable laws and rules and requirements applicable to the Publisher or the Advertiser and disclose to the Advertiser promptly any complaint, regulatory investigation, or disciplinary action or any other development that may have a material impact on the Publisher's ability to provide the services hereunder in accordance with provisions of existing legislation;
- g. To provide the Advertiser with all necessary information and documents about the Services rendered under this Agreement;
- h. To notify the Advertiser immediately of any actual or potential contravention of any such legal or regulatory requirements and the Advertiser is entitled to assume that any necessary authorisation, license and/or consent remains in effect until the Publisher notifies the Advertiser otherwise;
- i. To notify the Advertiser immediately if any actual or proposed judgment, order, or disciplinary sanction is imposed upon or entered against the Publisher or any other action or claim is taken against him/her (including without limitation any pending litigation), in relation to his/her activities under the provisions of existing legislation which has, or may have, in the Advertiser's reasonable opinion, a material adverse effect on its reputation or financial standing;
- j. To indemnify the Advertiser against any loss or liability suffered by the Advertiser and/or any of its Affiliated Entities as a result of the contravention of any legal or regulatory requirements on the part of the Publisher or as a result of or related to the actions of the Publisher during and after the termination of the Agreement.
- k. The Publisher hereby warrants to the Advertiser that the Service rendered has been and is in compliance in all material respects with all applicable Laws promulgated in Territory;

### 5.3. The Publisher shall not:

- a. Except as provided herein, advertise in any manner the Advertiser and/or its Affiliated Entities or any of the services provided by the Advertiser and/or its Affiliated Entities;
- b. alter, adapt, reproduce, enhance, translate, reverse engineer, decompile, disassemble or otherwise modify or engage in any other manipulation of the promotional and/or advertising material provided by the Advertiser in relation to the services.
- c. Unless otherwise agreed between the Parties, contact or interact in any way with Prospective Clients and/or Introduced Clients;
- d. Accept money from Prospective Clients and/or Introduced Clients on behalf of or for the benefit of the Advertiser and/or of its Affiliated Entities or trade on behalf of Introduced Clients;
- e. Make changes to any documents including the Advertiser's and/or its Affiliated Entities' legal documents and/or any Promotional Material;



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- f. Target clients from territories other than those specified in the IO;
- g. Make any representation or warranty concerning the Advertiser or its Affiliated Entities except as authorised by the Advertiser;
- h. In his/her capacity as Publisher, incur any liability on behalf of the Advertiser and/or of its Affiliated Entities or in any way pledge or offer credit on behalf of the Advertiser and/or of its Affiliated Entities or accept or enter into any contract binding upon the Advertiser or its Affiliated Entities.

## **6. The Use of promotional Material**

6.1 The Publisher shall only use Promotional Material provided and approved by the Advertiser in order to provide the Services provided by the Agreement. Any other material created by the Publisher and used for advertising, including but not limited to creatives, landing pages, domains, emails and more should be submitted to the Advertiser for prior approval before launching.

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

## **7. Promotion Restrictions**

7.1 The Advertiser and/or its Affiliated Entities, own worldwide registered and protected trademarks including without limitation "Exness" and the "Exness logo". The Publisher acknowledges that he/she/it is not allowed to register any kind of business that includes the trademarks of the Advertiser and/or its Affiliated Entities.

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

- a. The Publisher shall use the Advertiser's name, trademark and Promotional Material to advertise the services provided by the Advertiser and/or its Affiliated Entities on his/her website solely for the purpose of providing a link from the Publisher's site to the Site and fulfilling his/her obligations under this Agreement;
- b. The Publisher may not call into question or dispute the Advertiser's right to its name and trademark;
- c. The Publisher may not perform any actions that may be considered by the Advertiser as damaging the Advertiser's business reputation, image or trademark;
- d. The Publisher undertakes to observe the provisions of any applicable legislation and customary business practices regarding the protection of intellectual property rights and to cooperate with the Advertiser to protect such rights;
- e. The Publisher undertakes to inform the Advertiser in writing of all instances known to it in which the Advertiser's right to its name and trademark are disputed or violated.





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7.3 The Publisher is not permitted to use the Advertiser's and/or its Affiliated Entities' trademark(s) in any paid search activity, whether this is in ad text, copy or display URLs without prior written approval by the Advertiser and/or its Affiliated Entities.

7.4 The Publisher is not permitted to use the Advertiser's and/or its Affiliated Entities' trademark in their ad-copy paid media to advertise on behalf of the Advertiser without the written approval from the Advertiser and/or its Affiliated Entities.

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

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

7.7 The Publisher undertakes the following:

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

7.8 The Publisher (and the companies which it controls) shall not, directly or indirectly:

- Register or use domains, subdomains, keywords, search terms or other identifiers containing the Advertiser's and/or its Affiliated Entities trademark(s) (a part of the Advertiser's name), the Advertiser's trade names, the Advertiser's name or any words or depictions confusingly similar to any of the aforementioned in any language without the Advertiser's prior written consent;
- Bid on or purchase internet placement rights for a similar domain name or any part or similarities thereof in any manner in any of its advertising, including but not limited to, internet and web advertising;
- Include a similar domain name or any part thereof, or similar variations, translations or misspellings, in the meta tags of any web site code. This includes the meta title, meta keywords or meta description;
- Purchase, obtain or use, directly or indirectly, any keywords from third party platforms so as to redirect traffic to the similar domain name;
- Purchase a similar domain name or any part thereof, or any variations, translations or misspellings thereof, for use in text links, banner ads, pop-up ads or any other type of ad that could be associated with a keyword campaign;
- Use false advertising or in general false and/or fraudulent methods for attracting new Clients online, launching the search engine and leading the search engine users astray, including, but not



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limited to the use of the Advertiser's website URL with a Tracking Link in the contextual advertising systems, knowingly falsely redirecting users to a different website on the Internet;

- Send traffic through automatic redirects on a website page;
- Use ad fraud, including but not limited to impression/click/conversion/data fraud, and fraudulent traffic sources, including but not limited to botnets/toolbars/click farms/other methods of automated/fraudulent traffic such as automated bots and stuffed cookies;
- Use questionable traffic sources including but not limited to parked domains, error pages, juvenile, death & tragedy, sexually suggestive and violent content are not permitted;
- Publish advertisement-like information on websites which contain or link to websites that violate the rules of law, ethics, and morality;
- Publish advertisements with incorrect information about the services offered or with omissions to the non-disclosure provisions of the risks to the Prospective Client;
- Use malicious software with pop-up advertisements or advertisement-like mailings to email addresses without consent to receive said mailings;
- Purchase keywords with reference to Exness and/or other misspellings of the name on pay-per-click search engines to drive traffic to Partner's own website;
- Purchase trademarks which include the word "Exness" in any language;
- Bid or appear on misspells or variations of "Exness" brand searches.
- Attract Potential Clients and/or Introduced Clients via private communication (i.e. private messages on social networks or messengers, personal emails, phone calls or face-to-face communication)

7.9 The Publisher undertakes full responsibility of any legal representation and to pay all relevant fees, costs, expenses and fines in relation to any dispute, claim, action or proceeding relating to the intellectual property rights of the Advertiser and/or its Affiliated Entities arising whatsoever directly or indirectly out of the Publisher's activities, negligence, willful default or fraud or breach of any of its obligations under this Agreement.

## **8. Reporting and Payment**

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

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

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



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

- a. If the activity in the Partner Account or any other account managed or controlled by the Publisher or any of the Introduced Clients assigned to the Publisher is considered by the Advertiser as suspicious;
- b. If the Advertiser determines that the Publisher Commission is derived from activity related, directly or indirectly, to fraudulent or illegal or deceptive practices;
- c. The Introduced Client performs actions in bad faith;
- d. If the Partner Account, any account maintained in the name of the Publisher or attracted Introduced Client Account is blocked or placed in the archive in a manner required by sections of this Agreement or the "Temporary Block of the Client Account" and "Inactive and Dormant Client Accounts" of the Client agreement and General Business Terms between the Advertiser and the Client if applicable. The provisions of this clause are applicable to the full period of archiving and/or blocking of Partner Account or any account maintained in the name of the Publisher or Introduced Client linked to the Publisher.
- e. If there is reasonable suspicion by the Advertiser based on direct or circumstantial evidence (as determined by the Advertiser in its sole discretion), that auto-referral activity (that is when the Publisher gets or attempts to get Publisher Commission from referring himself or an otherwise controlled account by the Publisher as an Introduced Client) has occurred, or a reasonable suspicion that the Publisher has allowed relatives, friends and other people he knows to register by his links or do so himself on their behalf;
- f. If there is reasonable suspicion by the Advertiser based on direct or circumstantial evidence of Fraud Traffic; If the Introduced Clients are not Referred Clients and/or Qualified Traders;
- g. If the Introduced Clients are not Referred Clients and/or Qualified Traders;
- h. If the Publisher failed and/or omitted to introduce at least five (5) Qualified Traders in total within the first three (3) consecutive months from the start of the business relationship with the Advertiser (one-off action); The payment is due in the Probation Period;
- i. The trading volume of all the Qualified Traders introduced by the Publisher is deemed in the Advertiser's sole discretion, disproportionate to the segmented payout.
- j. The Publisher has failed to satisfy any requests from the Advertiser in relation to due diligence and know your customer (KYC) requirements;
- k. Where applicable, the Investor and/or PM Investor deposits in an account type that does not generate Publisher Commission.

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

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

## **9. Restrictions, Amendments and Termination**



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

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

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

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

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

- a. If the Publisher violates the conditions of the Agreement;
- b. In the event that the Publisher is also a Client of the Advertiser and the Publisher violates any term of the Client Agreement between the Advertiser and the Publisher as a Client or any other documents concluded between the Publisher as a Client of the Advertiser;
- c. If the Advertiser has cause to believe that the Publisher is not putting enough effort into promoting the Advertiser's services.

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

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

9.5 Where termination of the Agreement and the Publisher's status takes place, the Advertiser shall pay Publisher Commission for all Introduced Clients actually introduced before termination, excluding the instances directly provided for by this Agreement, until the effective termination date. The Publisher shall not be entitled to receive any Publisher Commission from any Introduced Clients generated after the effective termination date.

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

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

## **10. Protection Of Personal Data**



EXNESS B.V. (Central Bank of Curaçao and Sint Maarten License Number 0003LSI),  
Emancipatie Boulevard Dominico F. "Don" Martina 31, Curaçao  
Website: [www.exness.com](http://www.exness.com), email: [support@exness.com](mailto:support@exness.com)

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

10.2 The Publisher undertakes full responsibility to pay any fines and/or compensate the Advertiser and/or its Affiliated Entities for any losses arising as a result of its violation of the provisions of laws regulating the protection of personal data indemnify and hold harmless the Advertiser and/or its Affiliated Entities including their directors, officers, employees, shareholders and owners against any and all claims, demands, liabilities, losses, damages, judgments, settlements, costs, fines and expenses insofar as such claims, demands, liabilities, losses, damages, judgments, settlements, costs, fines and expenses arise out of the breach of the present Agreement and/or are based on any claim against the Advertiser derived by the Publisher's activities, negligence, willful default or fraud or breach of any of its obligations under this Agreement.

## **11. Confidentiality**

11.1 The Parties undertake to hold in confidence all information (both written and oral) that becomes known to the Parties in connection with their performance of this Agreement, both for the duration of the Agreement and after its termination.

11.2 The Publisher shall keep all information relating to the Advertiser and/or its Affiliated Entities and/or their Services and/or the Introduced Clients strictly confidential and shall not disclose the same to any other person or seek to utilise the same in order to obtain any commercial advantage over the Advertiser for itself or any other person or entity.

11.3 In the event of the termination of the Publisher's status, the Publisher shall cease using confidential information which has become known to him or her through the performance of this Agreement and shall return or destroy all such documents or information.

## **12. Indemnity**

12.1 The Publisher agrees to indemnify the Advertiser and/or its Affiliated Entities and hold the Advertiser and/or its Affiliated Entities, directors, officers, employees and affiliates, harmless from and against any liability, claims, demands, proceedings, costs, damages, expenses (including legal fees) and penalties/fines whatsoever directly or indirectly suffered by them or incurred by them arising out of the Publisher's activities, negligence, willful default or fraud or breach of its obligations under this Agreement and the Advertiser may deduct any amount to indemnify the Advertiser and/or its Affiliated Entities from any outstanding Publisher Commission.

## **13. Client Complaints**



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Website: [www.exness.com](http://www.exness.com), email: [support@exness.com](mailto:support@exness.com)

13.1 The Publisher will promptly inform the Advertiser by telephone and in writing, of any complaint against the Advertiser and/or any of its Affiliated Entities that Publisher may come across. Upon Advertiser's request the Publisher shall submit a full and detailed report with any supporting documents relating to the complaint within five (5) days of receiving the complaint.

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

#### **14. Notices**

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

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

Advertiser: [affiliates@exness.com](mailto:affiliates@exness.com)

#### **15. Entire Agreement**

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

#### **16. Severability**

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

#### **17. Assignment**

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



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to a third party. It is agreed and understood that in the event of transfer, assignment or novation as described in the present paragraph, the Advertiser shall have the right to disclose and/or transfer all Publisher related information (including without limitation personal data, recording, correspondence, due diligence and identification documents, files and records etc) transfer the Partner Account and any money maintained in such Partner Account. The Publisher may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Publisher's rights or obligations under the Agreement without prior written consent of the Advertiser.

### **18. No Waiver**

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

### **19. Miscellaneous**

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

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

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

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