Your agreement with the terms and conditions of this Affiliate Agreement (hereinafter referred to as the "Affiliate Agreement") with ADVERTICALS DMCC., a company registered under the company number DMCC190151, having its registered office at Unit No: 3307-A JBC1, Plot No: JLT-PH1-G2A, Jumeirah Lakes Towers, Dubai, United Arab Emirates (hereinafter referred to as the "Company") is by ticking the box I have read and agreed to the "Affiliate Agreement" in the Registration Form (Participation form) of the Company's affiliate program (also Affiliate program, Program).

IF YOU DO NOT AGREE TO ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AFFILIATE AGREEMENT, PLEASE REFUSE TO PROMOTE THE COMPANY'S WEBSITE AND TO ATTRACT CLIENTS TO THE COMPANY.

#### 1. Definitions

- 1.1. User account: a unique record in the Company's Customer accounting system created after the completion of the registration process for each Company's Customer Client who filled in the Registration Form on any of the Company's Customer Websites (also the Website/Websites).
- 1.2. Affiliate: a natural person or a legal entity that filled in the Registration Form in the affiliate program and was provided, at the Company's sole discretion, with confirmation of inclusion in the affiliate program and the assignment of a Tracking Identifier linked with the Website or Websites in accordance with the terms and conditions of the Affiliate Agreement.
- 1.3. Affiliate Remuneration: the amount of money that is to be paid to the Affiliate according to (1) the Remuneration Plan, (2) the rates for Engaged Affiliates (if applicable) and (or) rates for Sub-affiliates (if applicable), based solely on Company's data and calculations provided in the corresponding Report.
- 1.4. Affiliate Section (Affiliate Account): a part of the affiliate program where the Affiliate may review Reports, register the Engaged Affiliates, create additional Tracking Identifiers, choose Banners and Text links, and carry out other operations. The Company reserves the right to add and/or delete any tools in the Affiliate Section at any time at its sole discretion without further appeal and, inter alia, without notification of such amendments.
- 1.5. Banners and Text Links: any graphic, image, animation, creative work or text elements used by the Affiliate to promote the affiliate program and/or to redirect Clients from the Affiliate's website to the Website or Websites.
- 1.6. Premium (bonus): incentives for Clients from time to time paid or rendered to encourage their activity.
- 1.7. Remuneration Plan: The Remuneration Plan is contained in the Affiliate Account and may be changed by the Company at any time without the Affiliate's consent.
- 1.8. The Company's designations means trademarks, trade names, designations of services, banners and text links, advertising means, and logos of the Company, Company's Customer, its clients, counterparties and affiliate persons, located at the Trade platform or used by the Company in any other way in connection with its activity, as well as all analogue property rights, any concerning translations, adaptations, derivatives, combinations, applications, registrations and renewal of registrations, along with all the rights to the corporate names, metatags and universal resource locators, and domain names owned and used by the Company, Company's Customer, including but not limited to "Doto", and other designations that can be used by the Company.
- 1.9. Fraudulent traffic: all replenishments, gross margin, or traffic produced fraudulently or unscrupulously on the Website or Websites for the purpose of deceiving the Company regardless of whether it resulted in actual damages or not. Fraudulent traffic includes, inter alia, spam, false advertising, debited funds from stolen credit cards, conspiracies, shams in relation to services, systems, premiums or advertising, offers for direct or indirect separation of the Affiliate Remuneration with Clients, as well as any unauthorized use of user accounts, copyright or trademarks owned by third parties, along with other traffic that was defined by the Company at its sole discretion as provided in bad faith. In case of a revelation of Fraudulent traffic, the Company may repudiate the Affiliate Agreement on a unilateral basis, block the Affiliate's access to the affiliate program, and seize all the funds payable to the Affiliate.
- 1.10. Advertising materials: any materials the Affiliate uses for promotion and engagement of Clients or any other actions connected with the Company's Customer, the Website or Websites, including, but not limited to, personal images of the Affiliate provided to the Company hereunder, banners, text links, and any other materials for making links or the redirecting of Clients from the Affiliate's website to the Website or Websites with the domain doto.com.
- 1.11. Inactive Affiliate: any Affiliate whose referral link results in the registration of less than 12 (twelve) Qualified clients for a period of 12 (twelve) months either directly or through the Engaged Affiliates/Sub-affiliates.
- 1.12. Program: the affiliate program of the Company in which terms and conditions are provided on the website affiliate.doto.com/terms.
- 1.13. Participation form: Form of registration in the Affiliate program located at the Website of the program.

- 1.14. Qualified client: a natural person visitor, which was redirected from the Affiliate's website or defined via Tracking Identifier, or via entered bonus code that are aligned with this Affiliate assuming that: (1) The Affiliate is confirmed by the Company as a participant of the Program and is connected with the Company's Customer Website or Websites in accordance with the Affiliate Agreement. (2) This visitor was registered and was verified by the Company's Customer and lodged a cash deposit in the amount not less than the minimum sum according to the terms and conditions of the Program that may be changed on a unilateral basis be the Company. (3) Using the Pay-for-action plan or the Hybrid plan, the Company's Customer received from this Client a total Gross Margin in an amount not less than the sum that is determined by the Company on a unilateral basis and may be changed for the purposes of this Program. (4) This visitor has not registered yet on the Company's Customer Website or Websites under another name or using another login details. It is hereby clarified that the Affiliate and any of its Related persons are not entitled to become Qualified clients exploiting the Tracking Identifier of this Affiliate. If such registration is done, the Affiliate will not acquire the Remuneration according to this Affiliate Agreement or any other remuneration. For the purposes of this clause, the definition "Related persons" includes the following: (1) All close relatives of the Affiliate. (2) Any natural persons or legal entities, partnerships, joint ventures, trusts and any other incorporated or unincorporated businesses directly or indirectly controlled by the Affiliate or controlling companies or companies with the same controlling companies.
- 1.15. Engaged Affiliates: any natural persons or legal entities engaged by the Affiliate in participation in this Program who were approved by the Company as participants of this Program with the rights of an Affiliate.
- 1.16. Report: information about Affiliate Remuneration, the Clients' activity, and other data that relate to the Affiliate. The Report is provided to the Affiliate by the Company via The Affiliate Section.
- 1.17. Website or Websites: the website doto.com or any other websites that may sometimes be added by the Company at its sole discretion and Doto mobile applications specified in the dashboard in Google Play, Apple Store and other mobile application stores.
- 1.18. Spam or undesirable promotion: any electronic mails and other communication tools that are used by the Affiliate directly or indirectly, including posts in social media, news, forums, chats, and other online resources that: (1) Are addressed to third parties that did not give prior consent to the receipt of advertising materials from this Affiliate. (2) Contain false or deceptive statements. (3) Define a source of message or IP address of a sender in an unreliable manner. (4) Do not provide for a recipient a simple opportunity to refuse the subsequent receipt of similar mails or messages.
- 1.19. Sub-affiliate: any natural person or legal entity attracted by the Affiliate to participation in the Program in a capacity as a Sub-affiliate that was approved by the Company. The amount of the Sub-affiliate's Remuneration is determined by the Company on a unilateral basis in the Affiliate Section. Unless otherwise specified in this Affiliate Agreement or in the Affiliate Section, all rights and obligations of the Affiliate are considered as rights and obligations of the Sub-affiliate.
- 1.20. Tracking Identifier: a unique tracking identifier linked with a concrete tracking URL-address or a bonus code that the Company provides for exclusive usage by the Affiliate. Based on the Tracking Identifier, the Company monitors the Affiliate's actions and calculates the Affiliate Remuneration.
- 1.21. Tracking URL-address: a unique hyperlink to the Website or Websites that affords the Affiliate to redirect potential clients to the Website or Websites and affords the Company to monitor which of the Affiliates redirected a concrete Client and, based on this information, to calculate the Affiliate Remuneration.
- 1.22. Trademarks: all registered trademarks as well as non-registered trademarks, service marks, and logos contained on the Website or Websites.
- 1.23 Client: any of the Company's Customer Clients (users of the Trading Platform) who passed the registration procedure on the Website or Websites and, if applicable, the verification procedure.
- 1.24. Trading Platform: a technological system of the Company's Customer intended for online trading that enables its users to conclude deals with real currencies and virtual currencies derivatives and to obtain all relevant services of the Company's Customer provided on the Website or Websites.
- 1.25. Company's Customer: shall jointly mean 1) Doto Europe Ltd is licensed and regulated as an Investment Firm by the Cyprus Securities and Exchange Commission (CySEC) of Cyprus, under license number 399/21. Legal address: Agias Fylaxeos 1, KPMG Center, Ground Floor, 3025, Limassol, Cyprus, 2) Doto Global Ltd is licensed and regulated as an Investment Dealer by the Financial Services Commission (FSC) of Mauritius, under license number C119023978. Legal address: The Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201, Ebene, Republic of Mauritius, 3) Doto South Africa Pty Ltd is licensed and regulated as an Authorized Financial Service Provider by the Financial Sector Conduct Authority (FSCA) of South Africa, under license number 50451. Legal address: Atrium on 5th, 9th Floor, 5th Street, Sandton, Johannesburg, 2196, South Africa, Office number 9053., which jointly hold rights in Trading Platform and Website (Websites) and provide

services to the Clients through it. For avoidance of doubt, the Company is not involved in any activities of the Company's Customer other than attraction of clients to the Trading Platform.

#### 2. The Affiliate Program

2.1. Participation. To participate in the Program, an applicant is required to fill in the Participation form in the Program. The Company, at its sole discretion, may decline without a reason the participation of the applicant. The Company considers all the Participation forms in the Program and informs each applicant about the decision of the Company regarding their Participation in the Program. During the application process, the Company may request for any documents, including personal identification documents, certificates of incorporation, extracts from the register, and any other documents commonly requested during the KYC procedure. In case of failure to provide the documents or in case of the provision of false documents and forgeries, the Company may disallow the applicant's registration in his capacity as the Affiliate. In case of a positive decision, the applicant becomes an Affiliate.

### 2.2. Assignment of the Affiliate:

- 2.2.1. After the Company approves the applicant's Participation form in the Program and the Affiliate Agreement is concluded (by review and acceptance of the Affiliate Agreement on the Company's Website), the Company confers a non-exclusive and a non-transferable right to redirect potential clients, Qualified clients and Engaged Affiliates to the Website or Websites subject in compliance with the terms and conditions of the Affiliate Agreement.
- 2.2.2. The Affiliate Agreement does not provide for the Affiliate any exclusive rights or privileges regarding the Company's help in rendering services concerning the Engaged Affiliates. The Company intends to enter into agreements with other Affiliates and engage them in rendering the same services or analogous to those rendered by the Affiliate. The Affiliate does not acquire any rights to the remuneration for the Clients and/or Qualified clients and/or Engaged Affiliates attracted solely by this Affiliate.
- 2.2.3. For the purpose of fulfilling the obligations under the Affiliate Agreement, the Affiliate is granted a simple (non-exclusive) license to use the Company's software. The period of license validity is limited by the term of the Affiliate Agreement between the Company and the Affiliate.

#### 2.3. Remuneration Plan:

- 2.3.1. Pursuant to compliance with all the applicable legal provisions and taking into account the consent of the Company, the applicant may choose one of the Remuneration Plans in the Participation form. The Affiliate can not change the selected Remuneration Plan afterwards except as expressly specified by the Company.
- 2.3.2. The Company may change the Affiliate's Remuneration Plan at any time at its sole discretion after giving prior notice to the Affiliate via electronic mail or without such notification. If the Affiliate does not agree with such changes, he shall notify the Company of this fact via electronic mail within 3 (three) days upon the receipt of the notification or upon the moment when the respective updated conditions were rendered in the Affiliate Section. In this case, the Affiliate Agreement is to be considered as immediately repudiated. If the Affiliate does not notify the Company of his disagreement within 3 (three) days, it will be considered as the Affiliate's consent to the updated Remuneration Plan. It is hereby clarified that the Affiliate acquires the Remuneration for the Clients with the respective Tracking Identifier engaged prior to the date of the aforesaid changes in accordance with the Remuneration Plan that was in force as of the date of the registration of such Clients on the Website or Websites.
- 2.4. Engaged Affiliates. Pursuant to the Company's prior written notice, Affiliates are entitled to engage any third parties in the capacity of the Engaged Affiliates who were not registered and were not registered in the capacity of the Affiliates. As an obligatory prerequisite for the registration of the Engaged Affiliate, the Engaged Affiliate must indicate in his Participation form in the Program, which Affiliate engaged him. It is permitted to indicate only one Affiliate. If the Company at its sole discretion decides to approve such Engaged Affiliate, the fact of approval will be included in the Report.
- 2. 5. Expenses and costs. The Affiliate solely bears all the expenses and costs of whatsoever nature connected with the execution of the Agreement. Under no circumstances will the Company pay any amounts in excess of the Affiliate Remuneration under the Affiliate Agreement.

#### 3. Tracking and remuneration.

- 3.1. Affiliate Remuneration. The Affiliate Remuneration is calculated as follows:
- 3.1.1. Plan based on client commission on trade opening: the Affiliate Remuneration is determined as a fixed amount of commission charged to the Qualified clients engaged by that Affiliate according to the tracking data. The exact amount is shown in the Affiliate's dashboard and is subject to unilateral changes from time to time by the Company at the Company's sole discretion.

- 3.1.2. Remuneration for Sub-affiliates: the Company pays the Remuneration to each Sub-affiliate in accordance with the terms and conditions of Remuneration's payment to Affiliates if otherwise is not specified in the Affiliate Agreement, the Affiliate Section and does not follow from the nature of the obligation.
- 3.2. Tracking and payment. The Company will track the activity of each Client for the purpose of the Affiliate Remuneration calculation. The relevant information will be available to the Affiliate in the Affiliate Section. The Affiliate Remuneration will be paid over the term stipulated by the Company in accordance with the information provided in the Report.
- 3.3. The Company may change, add, and terminate any methods of the Remuneration's calculation at its sole discretion. The corresponding information is to be rendered in the Affiliate Section.
- 3.4. Time limit for payment. The Affiliate Remuneration is to be paid within 5 (five) days after the Affiliate files an application for the Affiliate Remuneration's payment. The Affiliate can file the application for the Affiliate Remuneration's payment if the amount of the Affiliate Remuneration due and payable to the Affiliate is not less than 10 USD. The Company at its sole discretion my change on a unilateral basis the minimum sum of the payment, the payment currency, and the payment time limit.
- 3.5. Payment method. The Company pays the Affiliate Remuneration in the currency and using the method that are deemed as admissible in accordance with the Company's policy and in compliance with all applicable laws. The preferable currency of the Affiliate Remuneration's payment is USD. The Company does not reimburse Affiliates' expenses regarding the payment receipt, nor bank commissions and other concurrent Affiliates' costs.
- 3.5.1. The Affiliate hereby acknowledges that remuneration is to be paid at the Company's sole discretion in either currencies available to the Company at the moment of payment or in a form of consideration by other means supported by the Company at the moment of payment. The Company is entitled to engage any third parties, including but not limited to its agents. payment service providers, exchangers, in order to fulfill settlement obligations hereunder.
- 3.6. THE AFFILIATE REMUNERATION IS PAID ONLY FOR THE QUALIFIED CLIENTS IN ADDITION TO OTHER CONDITIONS DEFINED HEREIN OR IN ANY OTHER APPLICABLE LAW. THE AFFILIATE IS NOT ENTITLED TO ANY OTHER AFFILIATE REMUNERATION FOR THOSE CLIENTS WHO ARE NOT APPROVED AND CONFIRMED BY THE COMPANY OR THE COMPANY'S CUSTOMER AS "QUALIFIED". FOR THE AVOIDANCE OF ANY DISPUTES IT IS HEREBY ADDITIONALLY CLARIFIED THAT THE COMPANY RESERVES THE RIGHT AT ITS SOLE DISCRETION AND AT ANY TIME TO CHANGE, MODIFY, ADD AND DELETE CRITERIA APPLICABLE TO THE REMUNERATION PLANS, INCLUDING THE RIGHT TO SET FORTH ANY MINIMUM OR MAXIMUM LIMITS, MINIMUM RATES OF FEES AND INCOMES, AS WELL AS ANY OTHER REQUIREMENTS TO CONFORM WITH ANY REMUNERATION PLAN AND/OR TO ACQUIRE ANY AFFILIATE REMUNERATION SET FORTH HEREIN.
- 3. 7. Verification of Clients. The Company reserves the right to pay the Affiliate Remuneration for the new Qualified Clients only after the Company's Customer verifies each of the new Clients in conformity with the requirements of all the applicable laws and internal verification processes of the Company's Customer.
- 3.8. THE RIGHT TO THE AFFILIATE REMUNERATION. WITHOUT BEING LIMITED TO ANY PROVISIONS HEREIN THAT CAN BE INTERPRETED IN A DISTINCT MANNER, THE AFFILIATE, WHICH IS ENTITLED TO ANY PLAN EITHER WITH ALLOCATION OF INCOMES, PAY-FOR-ACTION OR HYBRID PLAN, FORFEITS THE RIGHT TO THE AFFILIATE REMUNERATION FOR ANY CLIENT, ENGAGED AFFILIATE OR SUB-AFFILIATE, AFTER THE PERIOD OF TIME DETERMINED BY THE COMPANY EXPIRES.
- 3. 9. Inactive accounts. It is hereby clarified that regardless of the aforesaid, the Inactive Affiliate forfeits the right to the Affiliate Remuneration from the Company.
- 3.10. Seizure of payments for failure to comply with the rules. Without limitation to the foregoing, the Company may at its sole discretion seize, defer, or cancel the payment of the Affiliate Remuneration in any of the following circumstances: (1) If the Company has all grounds to believe that the Affiliate's activity contradicts any applicable laws. (2) If the Company has all grounds to believe that the Affiliate's activity breaches this Affiliate Agreement. (3) The Affiliate did not file the form that was required by the Company or the Affiliate indicated false or inaccurate data in any form submitted to the Company. (4) If the Affiliate did not provide any document required by the Company. (5) If the Company received a notification from any third party about prospective illegal usage of the another person's property or infringement of rights (for instance, intellectual property rights) committed by the Affiliate or in the consequence of his activity. Hereby, the Affiliate irrevocably indemnifies and holds harmless the Company, its directors, heads, shareholders, employees and Websites from any lawsuits or claims of third parties regarding such activity of the Affiliate.
- 3.11. Seizure of payments for fraudulent traffic. Without limitation to the foregoing, if the Company at its sole discretion deems suspicious any actions with the Affiliate's User account or any other user account, which can be managed or disposed by the Affiliate, the Company may at its own discretion postpone the payment of the Affiliate Remuneration to such Affiliate for the period of 180 (one hundred and eighty) days to check all the

concerning operations. If the Company considers such activity to be fraudulent traffic, the Company will make recalculation or cancellation of the Affiliate Remuneration at its own judgement. Save as provided above, it is hereby clarified that if the Company deems the Affiliate to be directly or indirectly complicit in any fraudulent, deceptive, rigging or any illegal activity with regard to the Company and/or Company's Customer, including the Website or Websites, User accounts, Premiums, Qualified clients, Sub-affiliates, and/or Engaged Affiliates, the Company, in addition to any other available to the Company rights or reimbursement according to the Affiliate Agreement or applicable laws, is entitled to hold the URL-address, assigned to such Affiliate, invalid and immediately restrict the access of such Affiliate to the Program without any redress. The Affiliate hereby irrevocably indemnifies the Company, its directors, heads, shareholders, employees and Websites from any third party lawsuits or requirements regarding any analogue the Affiliate's actions.

- 3.12. Tracking of Clients. The Affiliate hereby acknowledges and agrees with the following: while registering each Client shall move to the Website using the Tracking URL-address and/or enter a bonus code provided by the Affiliate so that the Affiliate (or the Sub-affiliate if applicable) can acquire the Affiliate Remuneration for this potential Client. Under no circumstances does the Company assume responsibility in the event the Affiliate, the Engaged Affiliate, the Sub-affiliate or any of the Clients does not use the Tracking URL-address of the Affiliate or enter a wrongful bonus code during the registration process. The Affiliate waives any claims or demands against the Company in this regard.
- 3.13. Disputes. The receipt of a money transfer or acceptance of another payment method by the Affiliate shall be deemed to be the full and final payment of the Affiliate Remuneration for the relevant period. Thus, if the Affiliate does not agree with the data of the Report or with the accrued amount of the Remuneration, the Affiliate must REFUSE to receive this payment and immediately send a written notice to the Company of dispute opening. The notice of dispute opening shall be received by the Company no later than 5 (five) days from the date when the Affiliate revealed a mistake in the Report. Otherwise, the Affiliate's right to dispute with regard to the Report or payment will be deemed unused and the Affiliate will forfeit the right to any claim in this regard.
- 3.14. Taxes. The Affiliate is fully liable for the execution of all the requirements of the tax legislation that may be applicable to the Affiliate Remuneration. The affiliate also agrees that the Company may provide information about the Affiliate Remuneration for any public authorities and government agencies as required by applicable laws and regulations. Under no circumstances does the Company assume responsibility for the Affiliate's calculation and payment of all taxes and incomes provided according to this Affiliate Agreement. Under no circumstances does the Company act as a revenue agent of the Affiliates and withhold taxes of the Affiliates that are to be paid.

# 4. Additional conditions of participation in the Program.

- 4.1. Provision of information. The Affiliate is obliged to provide the Company with accurate and complete information in all cases when it can be requested by the Company. The Affiliate confirms that he/she/it is aware of the following requirement: before acquiring the Affiliate Remuneration, the Partner is obliged to provide the Company with all the information that may be requested, including the information provided in compliance with the requirements of regulatory authorities. Such information may include, but is not limited to, the following:
- 4.1.1. For natural persons: (1) A copy of a valid document with identifying photo. (2) Surname and first name. (3) Personal identification number. (4) Date of birth. (5) Citizenship. (6) Residence address. (7) Contact information. (8) The location and nature of advertising activities. (9) Tax identification number, for example of payment of any taxes. (10) Bank details, e-wallet details, or other payment details for the transfer of the Affiliate Remuneration including name of a recipient (payee), bank account number, bank code (BIC or IBAN), name and address of a bank, etc.
- 4.1.2. For legal entities: (1) Business name. (2) Identification number. (3) Country of registration. (4) Legal address in the country of registration. (5) Copy of the certificate of incorporation of the Affiliate. (6) Actual business address, if different from the legal address. (7) Identification number in the tax authority, for example for VAT and other taxes. (8) Registration number in the regulatory or licensing authority, if applicable. (9) Name of Directors and co-owners. (10) A copy of a valid document with a photo identifying the identity of the principal Executive Director and/or co-owner including the name, address and date of birth. (11) A copy of a valid document with a photo identifying the legal entity's owner including the name, address and date of birth. (12) Bank details, e-wallet details, or other payment details for the transfer of the Affiliate Remuneration, including name of a recipient, bank account number, bank code (BIC or IBAN), name and address of a bank, etc.

## 4.2. Advertising materials.

4.2.1. The Affiliate's advertising materials shall comply with all recommendations specified in the Affiliate Section and all restrictions specified in this Affiliate Agreement. Advertising materials must be created conscientiously and in good faith, must not violate any requirements of the Company, rights and interests of any third parties, public interests and morality; must not be offensive and must not violate the requirements of applicable law in any other way. Also, advertising materials must not tarnish the Company, the Company's Customer and its Clients' reputation and authority. Advertising materials must not mislead the Company's Clients.

- 4.2.2. Before using or modifying any Advertising materials, the Affiliate shall provide the Company with a sample of these materials for further verification and approval. The Affiliate may use such Advertising materials only after receiving the explicit written approval of the Company. The Company has the right to decline approval at its sole discretion. If approval is granted, the Affiliate hereby voluntarily transfers all of the Affiliate's proprietary rights to the Advertising materials, developed and created by or on behalf of the Affiliate, to the Company. The remuneration for alienation of rights to Advertising materials is included in the Affiliate Remuneration. At the same time, the Affiliate acknowledges that the Affiliate transfers the above stated rights without prejudice to any claims that can be issued with regard to the Affiliate's violation of applicable legislation, including advertising legislation. The Affiliate hereby indemnifies the Company from any claims of public authorities, other government agencies and third parties related to the use of Advertising materials in connection with the execution of this Affiliate Agreement, including the period after Affiliate Agreement's termination or repudiation.
- 4.2.3. In the event the Affiliate uses any Advertising materials without the Company's approval, the Company, in addition to any other available for the Company rights or reimbursement according to the Affiliate Agreement or applicable laws, may hold the Tracking URL-address, assigned to such Affiliate, invalid and immediately restrict the Affiliate's access to the Program without any redress to the Affiliate. The Affiliate hereby irrevocably indemnifies the Company, its directors, heads, shareholders, employees and Websites from any third party claims, lawsuits or demands with regard to any analogue actions of the Affiliate.
- 4.2.4. Within the limits of the plans specified in clauses 3.1.1 or 3.1.2 the Affiliate may be entitled, subject to the Company's sole approval, to launch any Advertising materials on the Company's Customer's online resources (websites, platforms, social media, mobile applications) during the term hereof. In event the Parties agree on such model of cooperation the Affiliate transfers such Advertising materials, for instance, personal images of the Affiliate or any other content, to the Company. Such transfer shall constitute grant from the Affiliate to the Company consent and all necessary rights to use the Advertising materials provided by the Affiliate for the purposes of this clause, including, but not limited to, to publish such Advertising materials on the Company's Customer's online resources (websites, platforms, social media, mobile applications) during the term hereof. Remuneration for granting such rights is included in the Affiliate Remuneration and shall accrue in the manner set out herein. To the fullest extent allowed by applicable law the Company's rights under this clause shall be revoked only by termination hereof. In the event the applicable imperative statute law entitles the Affiliate to unilaterally withdraw the Company's rights or revoke the consent given to the Company to use her/his personal images provided to the Company as parts of the Advertising materials, the Affiliate shall refund to the Company 50% of all amounts paid to the Affiliate hereunder as the Affiliate Remuneration.
- 4.2.5. The Affiliate has acknowledged and agreed that the Affiliate is strictly prohibited from making any statements, promises or forecasts which the Affiliate knows or is supposed to know to be misleading, false, or deceptive to potential clients, Qualified clients, and Engaged Affiliates and thus induce them to visit the Website. The Affiliate has also acknowledged and agreed that the Affiliate is strictly prohibited from making any dishonest concealment of material facts, as well as from making recklessly, dishonestly, or otherwise, any statements, promises or forecasts which are misleading, false, or deceptive and induce potential clients, Qualified clients, and Engaged Affiliates to visit the Website.
- 4.2.6. The Affiliate shall always include in the Advertising materials the following statement: "Trading carries a risk of loss." or any other disclaiming statement provided by the Company.
- 4.2.7. The Affiliate hereby indemnifies the Company and both the Company's Customers against any of their losses and professional service providers fees related to breach of clauses 4.2.5 and/or 4.2.6. by the Affiliate. The Affiliate has acknowledged and agreed that on the basis of this indemnity the Company shall be entitled to unilaterally use and debit funds from the Affiliate's User account in order to execute the indemnity specified in this clause.
- 4.3. Restrictions. The Affiliate's actions shall be professional, accurate and fully compliant with all applicable laws. The Affiliate is fully liable for the content and nature of his/her actions or omission. The Affiliate and his/her/its websites, in the event the Affiliate undertakes some actions exploiting such websites, can not be directly or indirectly implicated in any activity that can be considered by the Company at its sole discretion as illegal, unfair, contemptible or in any other way inappropriate for the nature and reputation of the Website or Websites, or as detrimental to the Websites' users whatsoever. The foregoing includes, but is not limited to, the following direct or indirect actions: (a) Exploiting of illegal business, a website or a mailing list. (b) Complicity (joint participation) in any illegal actions whatsoever, including - presentation of illegal content on the Affiliate's websites or in the Affiliate's mailing lists, or proposal of illicit goods or services via the Affiliate's websites or the Affiliate's mailing lists. (c) Usage of a website which contains or promulgates libelous, defamatory, obscene, abusive, cruel, fanatical, hateful, illegal, gambling or pornographic materials, or contains links to a website of aforesaid nature. (d) Placement of links to any websites in newsletters, banner networks, counters, quest books, IRC-channels or other analogue Internet resources, acting indiscriminately or without a consent of a recipient. (e) Exploitation of non-selective promotional mailings or exploitation of mailing without the consent of the recipient. (f) Organization or assistance in any unfair operations including using any devices, programs, robots, hidden frames or redirects, fake traffic (in any case, without limitation to other remedies to which the Company is entitled by law, equity or otherwise). (g) Creation or arrangement of any promotion without the prior written consent of the

Company that provides any prizes, points or compensation for any activity that is deemed, at the sole discretion of the Company, inadmissible, or that affords placement of the links to the Websites by any third parties. (h) Weakening, distortion or obscuration of the value of Trademarks. (i) Unauthorized use of the intellectual property of any third party including, but not limited to, trademarks. (j) Provision of any transactions with direct or indirect compensation of costs for any client. The Company, in addition to any other available to the Company rights or reimbursement according to the Affiliate Agreement or applicable laws, may hold invalid the Tracking URL-address assigned to such Affiliate and immediately restrict the Affiliate's access to the Program without any redress to the Affiliate. Hereby, the Affiliate irrevocably indemnifies and holds harmless the Company, its directors, heads, shareholders, employees and Websites from any third party lawsuits or claims regarding such activity of the Affiliate. The Affiliate is fully and independently responsible to Clients, government agencies, and third parties for compliance with applicable personal data legislation. The Affiliate indemnifies and holds the Company harmless from liability for the Affiliate's violation of the applicable legislation on personal data.

- 4.4. Advertising activity shall be carried out in good faith, honestly, and shall not violate any requirements of the Company, the rights and interests of third parties, public interests, morality, shall not be offensive and otherwise violate the requirements of applicable law. Advertising activity shall not tarnish the reputation and authority of the Company, Company's Customer and its Clients, mislead Clients regarding, inter alia, the amount and procedure for obtaining income. Advertising activity must contain information about the risks of working with financial instruments.
- 4.5. Without prejudice to clause 4.2.6, promotional content and advertising materials shall not be encumbered with redundant legal, technical, and professional information. Promotional content shall be presented in simple, understandable and accessible language, and shall be easily perceived by Clients.
- 4.6. Affiliates are prohibited from using fraudulent or other unfair methods of distribution of promotional content and advertising materials and customer engagement including systems of hard selling, advertising on pornographic and immoral websites, websites' content that violates the applicable legislation of the Affiliate's country of registration or of attracted Clients' country of registration, spam, advertising without proper notification of Clients about potential risks, advertising that violates the requirements of the applicable legislation of the Affiliate's country of registration or of attracted Clients' country of registration.
- 4.7. Age.
- 4.7.1. To participate in the Program, the Affiliate must be at least 18 years old, if an older age of majority is not established by the laws of the Affiliate residence.
- 4.7.2. The Affiliate has no right to target its advertising activity on any person under the age of 18 or under the age of majority stipulated on the territory of the Affiliate's activity.
- 4.8. Forbidden countries.
- 4.8.1. The Affiliate has the right to target its advertising activity only on citizens or residents of those countries that are listed in the Affiliate Section or on the Website. This list will be updated periodically, the Affiliate is obliged to monitor the up-to-date information in this list.
- 4.2.2. Any Affiliate willing to target its advertising activity on citizens or residents of other countries not included in this list is obliged to obtain the prior written consent of the Company.
- 4.8.3. The Affiliate shall be solely responsible for his/her/its advertising activity and shall indemnify and hold the Company harmless from any requirements of public authorities and third parties related to the Affiliate's violation of the applicable legislation on advertising.

## 5. Prohibition of competitive marketing.

It is hereby clarified that the Affiliate has no right to contact potential clients: (1) In any manner that will lead to competition between the Affiliate and/or its' clients and the Company in relation to the promotion of the Website or Websites. This includes, but is not limited to, promotion of the Affiliate's websites via other Affiliates, promotion of the Affiliate's website(s) or website(s) of the Affiliate's clients on the same platform/channel/website where the Company's competitors are advertised. (2) Via any other online systems, apps and other platforms involved in online trading of a similar or competing nature to the Trading platform. (3) Using the Company's Marks (or any of their variations and combinations) in the Affiliate's domain name (for example: "dotoglobal", "dototrade", "do-to", etc.). If the Affiliate violates any of the above restrictions, the Company has the right to invalidate the Tracking URL-address assigned to such Affiliate. The Affiliate shall indemnify the Company, its directors, heads, shareholders, employees and the Websites from any third party lawsuits or claims regarding such activity of the Affiliate.

#### 6. Links, Trademarks and logos, Rights to information.

6.1. Subject to the terms of the Affiliate Agreement, the Company grants the Affiliate a non-exclusive, non-transferable, non-assignable, non-sublicensable license to place on the Affiliate's website the advertising

materials provided for him/her by the Company solely for locating a link from this Affiliate's website that redirects a user to the Website page for registration of a new Client (but not to other pages), taking into account that the Affiliate is approved by the Company for participation in the Program. Unless otherwise agreed in writing with the Company in advance, the Affiliate shall not directly or indirectly promote any Company's Marks. It is also prohibited to demonstrate any pages of the Website or Websites in frames.

- 6.2. The Affiliate and any other parties acting on his/her behalf have no right to declare invalid, inapplicable or contest the Company's rights of possession regarding any Company's designations in the course of any legal actions or court hearings of whatsoever nature, and shall not carry out any actions that may violate the rights of the Company to the Company's designations, deprive the designations of their originality or otherwise diminish their importance or depreciate the intangible value of the Company's designations.
- 6.3. Except when it is expressly specified in this Affiliate Agreement, no provisions of this Affiliate Agreement or no assertions on the Website or Websites shall be construed as granting by implication, as a result of prior conduct or otherwise, any license or any right to use any of the Company's designations.
- 6.4. All Clients will be considered solely as clients of the Company's Customer. The Company and Company's Customer are considered to be the sole and exclusive owners of the database with names and contact details, as well as any other clients data, including those Clients for whom the Tracking Identifier is set. The Affiliate has no right to contact with the Client without prior written approval of the Company. If the Affiliate, in the opinion of the Company, contacts or attempts to make contact with the Client without prior written permission of the Company, the Company has the right to immediately repudiate the Affiliate Agreement and withhold all the fees due to the Affiliate at that moment. In addition, if the Affiliate has been given written permission of the Company to contact or communicate with the Client, but after that the Company considers such contact or communication contrary to the interests of the Company, the Company has the right to withdraw the previously issued permission, terminate the Affiliate Agreement and withhold all the fees due to the Affiliate at that moment. The Affiliate agrees that the Company may gain access to the information from visitors and about visitors to the Affiliate's website, and use this information for any purposes.

#### 7. Limitation of liability.

UNDER NO CIRCUMSTANCES WILL THE COMPANY, ITS SUBSIDIARIES, HEADS, DIRECTORS, EMPLOYEES OR CONTRACTORS BE LIABLE FOR LOST PROFIT OR INFORMATION LEAKAGE, OR FOR ANY SPECIAL, PUNITIVE, DIRECT OR CONSEQUENTIAL DAMAGES INCURRED AS A RESULT OF OR IN CONNECTION WITH THE WEBSITE OR WEBSITES, COMPANY'S CUSTOMER SERVICES, TRADING PLATFORM, OR THIS AFFILIATE AGREEMENT (UNDER ANY CIRCUMSTANCES), INCLUDING, BUT NOT LIMITED TO, ANY FAILURES OR MALFUNCTIONS OF ANY SOFTWARE, HARDWARE, COMMUNICATION TOOLS AND OTHER SYSTEMS. THE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES, HEADS, DIRECTORS, EMPLOYEES AND CONTRACTORS TO THE AFFILIATE AND ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES WILL BE LIMITED TO THE GREATER OF THE FOLLOWING AMOUNTS: (1) THE AMOUNT OF REMUNERATION PAID BY THE COMPANY TO THE AFFILIATE FOR THE LAST 3 (THREE) MONTHS PRIOR TO THE EVENT RESULTED IN THE LIABILITY OR (2) 100 USD.

### 8. No warranties, recovery of damages.

- 8.1. TO THE MAXIMUM EXTENT POSSIBLE UNDER THE APPLICABLE LAWS AND NOT LIMITED TO ANY REGULATIONS WHICH CAN BE INTERPRETED IN REVERSE, THE COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL INDIRECT WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING: THE PROGRAM, THE WEBSITE OR WEBSITES, LINKS TO THE WEBSITE OR WEBSITES, THE AVAILABILITY OF THE WEBSITE OR WEBSITES, AND THE LACK OF ERRORS, BUGS, VIRUSES OR SECURITY THREATS.
- 8.2. The Affiliate shall indemnify and hold harmless the Company, its Directors, heads, employees, service providers from and against any and all liability, claims, costs, expenses, injuries and damages, including reasonable legal fees, arising in direct or indirect connection with the Affiliate's activity or the Affiliate's website or as a result of any dispute between the Affiliate and any third party with respect to this Affiliate Agreement, the Website or Websites, the Affiliate's activity or the services provided by the Company. The Company reserves the right to withhold and/or deduct the amount of such compensation towards the indemnity of the Company, its Directors, heads, employees, service providers from any claims arising out of or in connection with any aspects mentioned in this Section 8.2. The Company withholds and/or deducts the amount of compensation from the Affiliate Remuneration held by the Company and/or from any other payments for any reason are to be paid to the Affiliate and held by the Company.

### 9. Declarations and warranties.

THE AFFILIATE HEREBY ACKNOWLEDGES AND AGREES THAT HE/SHE/IT HAS COMPLETELY READ THIS AFFILIATE AGREEMENT AND AGREES WITH ALL ITS TERMS AND CONDITIONS. THE AFFILIATE UNDERSTANDS THAT THE COMPANY MAY AT ANY TIME, DIRECTLY OR INDIRECTLY, OFFER A PROGRAM FOR ATTRACTING NEW CLIENTS UNDER TERMS AND CONDITIONS DIFFERENT FROM THOSE SPECIFIED IN THIS AFFILIATE AGREEMENT, AND MAY ENTER INTO AGREEMENTS AND CARRY

OUT JOINT ACTIVITIES WITH OTHER WEBSITES THAT PROVIDE SIMILAR OR COMPETING SERVICES WITH THE AFFILIATE'S WEBSITE. THE AFFILIATE HAS CONDUCTED AN INDEPENDENT ASSESSMENT OF THE PARTICIPATION APPEAL REGARDING THIS AFFILIATE PROGRAM AND DOES NOT RELY ON ANY REPRESENTATIONS, GUARANTEES OR STATEMENTS OTHER THAN SET FORTH IN THIS AFFILIATE AGREEMENT EXCEPT THOSE SPECIFIED IN THESE TERMS AND CONDITIONS.

#### 10. Termination of the Affiliate Agreement.

- 10.1. This Affiliate Agreement enters into force as from the date the Affiliate declares that he/she accepts it in the Registration Form and the Company approves his/her/its registration. The Affiliate Agreement shall remain in force until its repudiation.
- 10.2. The Company may repudiate the Affiliate Agreement at any time, for whatever reason or without it, after giving 7 (seven) days prior written notice to the Affiliate via electronic mail (or by means of announcement posted on the Website or Websites of the Company if the Company repudiates the Affiliate Agreement with all the Affiliates simultaneously), but in the event the Affiliate breaches any of the Affiliate Agreement's provisions, the repudiation becomes effective immediately. The Affiliate may repudiate the Affiliate Agreement at any time for whatever reason or without it, after giving 7 (seven) days prior written notice to the Company (via electronic mail or by fax).
- 10.3. After repudiation of this Affiliate Agreement the Affiliate is not entitled to the remuneration for new Clients, but the Company still is obliged to pay the Affiliate Remuneration in consideration of the Remuneration Plan with allocation of incomes or the Part of the Hybrid plan with allocation of incomes for the Clients registered with the relevant Tracking Identifier. The Company shall pay the Affiliate Remuneration until the termination date of the Affiliate Agreement over the whole period of acquiring the income from these Clients by the Company, but not more than 3 (three) months from the date of repudiation of the Affiliate Agreement. If the Affiliate breaches any of the Affiliate Agreement's provisions, this Section is not applicable and the Affiliate is not be entitled to any payments from the Company on any ground.
- 10.4. Upon termination of this Affiliate Agreement for whatever reason, the Affiliate must immediately cease to use all of the Company's designations, banners and text links to the Website or Websites, and remove them from the Affiliate's website. Any domain names containing any of the Company's designations shall be immediately transferred to the Company at the expense of the Affiliate upon termination of the Affiliate Agreement for whatever reason. The Affiliate is obliged to pay the Company the reimbursement in the amount of 1,000 USD for each day until such domain is transferred to the Company. After termination of the Affiliate Agreement, the Sections of the Affiliate Agreement that limit the liability of the Company for the actions of the Affiliate to third parties will remain in force as well as the Sections under which the Affiliate indemnifies the Company from the liability for his/her actions as well as all the clauses of the Affiliate Agreement that are applicable in respect of any actions or omissions over the period prior to the termination of the Affiliate Agreement.

### 11. Dispute resolution.

- 11.1. The parties shall settle all the disputes between the Affiliate and the Company through negotiations.
- 11.2. In case of a dispute, the Affiliate has the right to submit a claim/complaint to the Company, send an application/appeal to the Company. All claims/complaints/applications/appeals shall be submitted in compliance with the following requirements:
- 11.2.1. The claim/complaint/application/appeal shall be submitted in writing.
- 11.2.2. The claim/complaint/application/appeal shall contain the identity data of the Affiliate, the Affiliate's number, date and time of occurrence of a disputable situation, a short description of the disputable situation, the Affiliate's demands, the amount of the claim and its reasonable calculation (if the claim is subject to monetary evaluation), the circumstances on which you base your claims and evidence supporting them including a reference to the violated provisions of this Affiliate Agreement in the Affiliate's opinion, a list of documents and other evidence attached to the claim (complaint) certified by the Affiliate, other information required for dispute resolution.
- 11.2.3. The claim/complaint/application/appeal shall be sent by the Affiliate no later than 5 (five) working days from the date of the event on which the relevant claim (complaint) is based. The Affiliate agrees that any delay in filing a claim (complaint) is the basis for its rejection.
- 11.2.4. The claim/complaint/application/appeal can be sent by e-mail to info@affilaite.doto.com with "Affiliate program" in the subject line, via registered or registered letter with declared value as well as using other means of communication that ensure the fixation of its departure (including the use of facsimile) or delivering against receipt. Claims/complaints/applications/appeals issued and sent in another form are not accepted.
- 11.3. The claim/complaint/application/appeal should not contain:
- 11.3.1. Affective (emotional) evaluation of the disputable situation.
- 11.3.2. Offensive assertions and remarks against the Company.

#### 11.3.3. Profanity.

- 11.4. To answer to the claim/complaint/application/appeal, the Company is entitled to request additional documents and information from the Affiliate. The consideration of the claim/complaint/application/appeal is carried out on the basis of the data submitted by the Affiliate and the log records of the Company's servers. The log records of the Company's servers have an absolute priority over the other testimonies and evidence. The Company is not liable for and does not consider claims related to the compensation for moral damages and for expectation damages.
- 11.5. The Company may reject the claim/complaint/application/appeal in case of non-compliance with the terms and conditions of this Section.
- 11.6. The period for consideration of the claim/complaint/application/appeal by the Company is not more than 10 working days upon the filing date.
- 11.7. Apart from the provided procedure for dispute resolution, the Affiliate has the right to bring a court action subject to the mandatory pre-trial dispute resolution procedure. The pre-trial dispute resolution procedure is deemed fulfilled if: a) The form and the content of the claim satisfy the requirements of the Affiliate Agreement. b) The claim is sent to the Company's registration address. c) The Affiliate has a confirmation of the claim's receipt by the Company. d) The claim response period has expired. The claim response period is 60 (sixty) calendar days upon the date of the claim's receipt by the Company.
- 11.8. In case of any disputes, the Company reserves the right to block in whole or in part the registration of new Clients attracted by the Affiliate, to restrict access to the Affiliate Section, and to take any other actions at its sole discretion to resolve these disputes or until the Parties reach an interim agreement.

#### 12. Confidential & Personal Data

For the purposes of this section, the following definitions shall apply:

Data Protection Legislation: the applicable legislation with regards to the protection of personal data or any other local legislation of the United Arab Emirates, as applicable.

Personal data, or personal information means 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").

The Affiliate hereby undertakes and confirms to the Company that it shall at all times:

Comply with its obligations under applicable Data Protection Legislation with respect to any processing of Personal Data that will be undertaken within the context of this Agreement.

At its own expense, ensure that it complies with and provides any assistance that may be required to the Company to comply with the requirements of Data Protection Legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, (a) the GDPR, and (b) any nationally implemented laws, regulations, and/or secondary legislations.

The Company has the right, without prior notice to the Affiliate, to disclose and/or consent to the disclosure of personal data, including without limitation to the data provided hereunder, any data connected to confidential information and/or details of the transactions of the Affiliate (i) in order to comply with the requirements of the regulatory authorities of the UAE (as it may be applicable) and/or (ii) to banks and other financial institutions, to its auditors/consultants, companies belonging to the group of companies the Company belongs to, the Company's affiliated companies, and/or to any other company which may be directly or indirectly controlled by the Company, for the purpose of facilitating the performance of this agreement, provided that they are informed and committed to the confidentiality of the information communicated. All the Affiliate's personal data shall be processed in strict compliance with the provisions of the Data Protection Legislation.

The Company will handle all personal data provided under this Agreement, according to the relevant laws and regulations for the protection of personal data.

The Company, through the involvement of another legal entity, collects and processes the personal data of a natural person connected with the Affiliates including without limitation to the data requested solely for the purposes of this Agreement and of the requirement of applicable laws and/or regulations. The Affiliate hereby represents and warrants, and the Company hereby relies on such representations and warranties, that the consent of any natural person (directors, ultimate beneficial owners, shareholders and/or authorized signatories of an Affiliate being a legal entity) of whose personal data has been submitted to the Company, has been freely provided and that any such natural person is well informed and consents to the disclosure provisions of this Agreement.

Subject to clause 12, the Parties agree to keep confidential and not to disclose to any third party any confidential information given by the other Party under this Agreement including without limitation the information to be

provided under this Agreement and/or all communication, documentation or other information exchanged between them, both during the term of the Agreement as well as after its termination.

The Affiliate acknowledges and accepts that it/she/he has read and accepted the Privacy Policy which can be found on the Company's website. For the purposes of this paragraph, the term Client in the Privacy Policy shall be read to include the term Affiliate.

#### 13. Miscellaneous.

The Company and the Affiliate are independent contractors, and no provision of this Agreement shall be construed as creating a partnership, a joint venture, or agency relationship between the Parties, as a transfer of rights to the Affiliate for making any statements on behalf of the Company or making of a publication of any information relating to the Company, or as the Company's prohibition of the usage of any websites similar or competing with the websites of the Affiliate. The Affiliate declares that by accepting this Affiliate Agreement he/she agrees to receive the Company's notifications by phone, fax, SMS, or e-mail containing news, notices, and other commercial materials regarding the Website or Websites and related services. The Affiliate acknowledges that the Company is not obliged to obtain the prior consent of the Affiliate (either written or oral) before sending such notifications to the Affiliate, but the Company will immediately stop sending such notifications if the Affiliate notifies the Company in writing of the reluctance to continue to receive such materials. This Affiliate Agreement constitutes the complete description of all the terms and conditions of the agreement between the Affiliate and the Company, cancels all the preliminary oral or written arrangements on the subject matter of this Affiliate Agreement, and applies as a supplement to any terms and conditions set forth on the Website or Websites (for example, the Company's Privacy Policy), unless otherwise expressly stated in this Affiliate Agreement. The Company may change any of the terms of this Affiliate Agreement including, but not limited to, the terms of the Affiliate Remuneration at any time at its sole discretion. Changes come into force from the moment of publication of the amended text of the Affiliate Agreement on the Website or Websites. If the Affiliate considers such changes to be inadmissible, the only option available to the Affiliate is to terminate this Affiliate Agreement.

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one.

The seat of arbitration shall be Dubai, United Arab Emirates.

The language to be used in the arbitration shall be English.

The governing law of the contract shall be the substantive law of the United Arab Emirates.

If any provision of this Affiliate Agreement is held to be invalid or inapplicable, such provision shall be interpreted as amended, complying as closely as possible with the original provision, and all other provisions shall remain in full force and effect. Non-exploitation or a failure to exercise any right or provision of this Affiliate Agreement will not constitute a waiver of that right or provision. The section names are to be used in the Affiliate Agreement for convenience only and may not be used for the purpose of interpretation of the Affiliate Agreement. This Affiliate Agreement and the obligations of the Affiliate can not be assigned by the Affiliate by act of law or on other grounds. The Company may assign this Affiliate Agreement to any party at any time.

In order to test the Company's Customer trading platform experience the Company may provide the Partner with a trial account. The Partner is strictly prohibited from depositing and withdrawing funds from such an account. In case of violation of the present clause the Company shall be entitled to terminate the Agreement immediately and to withhold the Partner's remuneration in full.

In case of the Affiliates violation of any clauses hereunder, including but not limited to violations of clause 2, 3.9, 3.10, the Company reserves the right to suspend or terminate the Affiliate's account, restrict access to the Affiliate Program and seize all the funds payable to the Affiliate.