

## Definitions used in this Agreement

- Account means the unique trading account that we create for a Trader when they successfully register with us via our Website;
- QFS means Quantix FS Limited, the Company or any brand names operating under Quantix FS Limited
- Referrer means a person or an entity that has applied for and been approved by us in our sole discretion as a member of the Referral Program;
- Referral Collateral means any trademarks, branding, Banners and Text Links that we share with you from time to time as part of your membership of the Referral Program;
- Referral ID means the unique ID that we give to you, related to your tracking URL or sign up bonus codes, through which we track and calculate your Fee entitlement under your Referral Plan;
- Referral Plan means the compensation plan that you agree to when you register for the Referral Program, which governs the Fees that you'll receive from us;
- Portal means a dedicated Referrer area on our Website, where you can check statistics and Fee balances, update your profile, create additional Tracking URLs, select Landing Pages, Banners and Text Links and carry out other functions in relation to your Referral Program membership;
- Referral Program means the the Company's Referral Program;
- Referral Program FAQs means the frequently ask questions document about the Referral Program which can be accessed via our Website, as updated by us from time to time;
- Landing Pages, Banners and Text Links means any graphics, pictures, animation, artwork or text that you can use to hyperlink potential Traders from your website to our Website;
- CFDs mean contracts-for-difference, being the financial products offered by the company
- Revenue Share means the sharing of the gross profit based on the trading volumes executed by the referred Trader
- CPA Plan is an Affiliate Plan under which you'll be entitled to a flat referral Fee, as set out on the website or as agreed in writing;
- Referral Fees means the fee that we'll pay you for referrals under your Referral Plan, as set out on the website or as agreed in writing. Fees may also be listed on the Referral page on our Website and are subject to change from time to time;
- Loss or Claim means any loss, liability, action, proceeding, damage, cost or expense (including all reasonable legal costs and expenses), including liability in tort and consequential and economic losses;
- Master Affiliate/IB means a person or entity that we've approved to refer Sub-Affiliates/IB to us under these Terms;
- Privacy Policy means the policies located in the 'Legal Documentation' section of our Website;
- Qualified Trader means a Trader that you direct to our Website(s), as identified by your Referral ID, in compliance with this agreement;
- Qualifying Symbols, means symbols that qualify for referral remuneration. Non-Qualifying symbols means symbols that do not qualify for referral remuneration.
- Related Parties means (i) any member of your immediate family; (ii) any individual, corporation, partnership, joint venture, trust and any other body corporate or unincorporated organization directly or indirectly controlling, controlled by or under common control with you;
- Spread is the difference between the buy price and the sell price of a certain instrument at the time that a Trader opens a position on our Trading Platform;
- Sub-Affiliate/IB means a person or entity that's referred to us by a Master Affiliate/IB, and who we approve in our sole discretion as a member of the Referral Program;
- Terms means these Terms and Conditions, which govern your membership of the Referral Program;
- Tracking URL is a unique hyperlink to our Website that we issue to you when you're approved to be a member of the Referral Program. The Tracking URL enables us to link you to the Traders and/or Sub-Affiliates/IBs that you've refer to us, so that we can accurately calculate your Fees;
- Trader means any holder of an Account, including a Qualified Trader;
- Trading Platform means the technology platform that we operate to allow Traders to trade foreign exchange, derivatives and other financial products online, including our billing, support, retention and

promotion services and activities;

- Website means the website, located at [www.yadix.com](http://www.yadix.com) and any other website that we may create and make available to you from time to time; and
- You, your, and yours means the individual or entity that accepts these Terms.

## Referral Models

1. The Company offers two earning models for its Referrers:

- a. Revenue Share -You will generate commissions on a profit-sharing basis, which is calculated on the total net profit generated by mark-up of core spreads or commissions and based on the total volumes of all clients for the period of the current report
- b. CPA- You'll be paid a one off, flat referral Fee under the CPA Plan for each Qualified Trader that you refer.
- c. Each Referral model is subject to the specific Referral Plan terms and conditions, and the general Referral terms and conditions found within this document.

## Revenue Sharing Referrals

### 1. Types of referrals

- a. Qualified Traders
  - b. To be deemed a Qualified Trader, a Trader must:
    - i. live in a country from where we accept referrals.
    - ii. Verify the account fully and make a minimum real money deposit into his/her Account;
    - iii. not be already registered as a Trader under a different name or through a different identity;
  - c. In the event of a dispute about whether a Trader is a Qualified Trader, our decision is final.
  - d. Neither you nor your Related Parties are eligible for Qualified Trader status in connection with your Referral ID.
2. If you or any of your Related Parties become a Qualified Trader in connection with your Referral ID (in other words, if you refer an Account registered to yourself or any of your Related Parties to us under your Referral ID), you won't be entitled to payment of any Fees in connection with that Account
3. By entering into this agreement, the Referrer hereby fully agrees with all terms and provisions that:
- a. You are aware that as the Company facilitates spot Forex trading for the Referrer's customers and covers their customer trades on a Straight through Basis, and since market conditions affect liquidity, risk and bid/ask spreads, the conditions outlined

are meant as guidelines and not as absolutes

#### 4. Referral Fees

a. In consideration of the services provided by the Referrer pursuant to this Revenue Share agreement, the Referrer shall be entitled to the introducing broker revenue sharing commissions as per the below table:

Account Type	Commission (Pips)
Classic	0.5
Scalper	0.2
Pro	0.1

b. Referrers that have high volumes or traffic should communicate with the team on [patners@yadix.com](mailto:patners@yadix.com) to negotiate a different rebate rate, or a different earning model.

## CPA Program

### 1) CPA Program

- a) You'll be paid Fees under the CPA Plan when you're approved as an Affiliate, in line with these Terms.
- b) Fees under the CPA Plan will be set out on the Company's Website or as agreed between the Referrer and the Company.

### 2) Types of referrals

- a) Qualified Traders
- b) To be deemed a Qualified Trader, a Trader must:
  - i) live in a country from where we accept Affiliate referrals.
  - ii) make a minimum real money deposit of at least USD \$400.00 into his/her Account;
  - iii) not be already registered as a Trader under a different name or through a different identity;
  - iv) and trade (open and close) 10 positions and achieve a minimum value of 5 lots traded, or another amount that we set from time to time. Trades must be open for a minimum of five minutes, have a trading result which is greater than five pips and does not include hedged positions (opposing trades).
- c) To be deemed a Qualified Trader, for the Pro Level, a Trader must:
  - i) live in a country from where we accept Affiliate referrals;
  - ii) make a minimum real money deposit of at least USD \$5,000.00 into his/her Account;

- iii) not be already registered as a Trader under a different name or through a different identity; and
- iv) trade (open and close) 10 positions and achieve a minimum value of 25 lots traded, or another amount that we set from time to time. Trades must be open for a minimum of five minutes, have a trading result which is greater than five pips and does not include hedged positions (opposing trades).
- d) In the event of a dispute about whether a Trader is a Qualified Trader, our decision is final.
- e) Neither you nor your Related Parties are eligible for Qualified Trader status in connection with your Referral ID.
- f) If you or any of your Related Parties become a Qualified Trader in connection with your Referral ID (in other words, if you refer an Account registered to yourself or any of your Related Parties to us under your Referral ID), you won't be entitled to payment of any Fees in connection with that Account.

### 3) CPA Plan Fee Entitlements:

- a) **CPA Plan:** You will receive a flat rate Fee for each Qualified Trader that you refer to us in each month. For example, if you're entitled to receive USD \$100 per Qualified Trader and you refer us 10 Traders in a given month of which 9 are Qualified Traders, you'll receive \$900 (9 x USD \$100). If one of the Traders that you refer becomes a Qualified Trader in the following month, your Fee will be paid in the month that Qualified Trader status is achieved. The CPA commission rates can be found in our Referral Program FAQs, or as published on our website or as agreed between the Referrer and the Company.
- b) **Master Affiliates:** Your Fee will be calculated based on a percentage of the CPA Plan Fee entitlements from Sub-Affiliates linked to your Master Affiliate account. For example, if you're entitled to receive 10% of Sub-Affiliate Fee entitlements and your Sub-Affiliate is entitled to receive USD \$5,000 for a given month from referrals, you'll receive USD \$500 (5,000 x 10% = \$500).

## General Terms

### 1. Referral Program Membership

- a. We grant to you, and you agree to accept, the non-exclusive right to direct potential Traders and/or other potential Referrers to our Website(s), in compliance with these Terms.
  - i. You acknowledge and agree that:
  - ii. these Terms don't give you an exclusive right or privilege to assist us in providing the services arising out of your referrals. For clarity, we intend to enter into similar arrangements with other Referrers as part of the Referral Program;
  - iii. we may also directly or indirectly solicit referrals on terms that may differ from those contained in these Terms or contract with third parties that are similar

to or compete with your site; and

- iv. you shall have no claims to Fees originating from Traders or Referrers that haven't been referred solely by you in compliance with these Terms.
- v. This Agreement is applicable to Referrers onboarded via the company's Website

## 2. Term

- d. These Terms come into force when you accept them online and will continue unless terminated under section "Termination".

## 2. Responsibilities of Referrer.

- a. Activities. Referrer will use its best efforts and shall devote reasonable amounts of its time, personnel and resources to (a) promote and market, within such territory as may be specified by the Company, in its sole discretion, and communicated to Referrer's via e-mail ("Territory"), the Platforms on those websites with respect to which Referrer has or will have a marketing arrangement (the "Websites"), and (b) identify for the Company prospective users of the Platforms within the Territory to which Referrer has actively promoted the Platforms via the Websites (each, a "Lead"). In no event shall Referrer engage in any marketing or promotional activity related to the Company, any Company Related Entity (as hereinafter defined) and/or any Platform in any area, location, territory or jurisdiction outside of the Territory.
- b. The Referrer shall bear all costs and expenses for such activities unless otherwise determined by the Company, in its sole discretion. As used herein, "Related Entity" shall mean, with respect to a Party, any entity that, directly or indirectly, controls, is controlled by, or is under common control with, such Party; where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of another, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

## 3. Compliance with local laws and regulations

- a. Some jurisdictions have specific requirements for advertising and marketing CFDs. You must comply with all relevant local laws and regulations in the countries that you refer Traders from.
- b. Duty to Inform. The Referrer shall promptly inform the Company of any information known to the Referrer related to any Leads, Prospective Referrers or the Platforms that could reasonably lead to a claim, demand or liability of or against the Company and/or the Company's Related Entities by any third party.

## 4. Referral Fees

- a. Currency
- b. Unless otherwise agreed with us in writing, all Fees are generated in United States Dollars (USD), including monetary values within the Portal.
  - i. Tracking
    - 1. Your Fees will be calculated based on the Trader activity linked to your Referral ID which we identify via your Tracking URL. You can access

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Trader reports associated with your Referral ID in your profile.

2. Referral Fees will be calculated after the 15<sup>th</sup> day of the subsequent month.
  3. We accept no responsibility for a failure by you, or any Trader, to effectively link you to Trader's activity in connection with this Referral Program (e.g., through a failure to use the correct Tracking URL or enter a signup bonus code).
  4. We reserve the right to verify any new Qualified Traders referred by you prior to honoring any fee entitlement.
- c. Valid Referral Fees. With respect to each Valid Referral (as hereinafter defined), Referrer shall be entitled to receive the fees found in the section(s) named Referrer Fees, or as agreed between the Referrer and the Company and according to the relevant earning model. The Company reserves the right to modify the Valid Referrer Fees and/or the payment terms at any time with or without advance notice to Referrer.

## 5. No Fee Entitlement - You won't be entitled to any Fees:

- i. in respect of any Trader who didn't become Qualified within two months (2) from the date that the Trader registered for an Account via our Website;
- ii. in respect of any Trader that displays any fraudulent actives such as Charge Back, Collusion or any other illegal or suspicious activities meant to manipulate or defraud the Company, whether suspected or proven.
- iii. in respect of any Trader unless they have been approved as a Qualified Trader. We reserve the right, in our sole discretion, to change, modify, add or remove the criteria for fee entitlements under the referral plans, including without limitation, setting any baseline, threshold, minimum deposits/earnings and any other qualification requirements, at any time, any such updates will feature in this document;
- iv. in respect of a Qualified Trader or Sub-Affiliate/IB if they fail to use the correct Tracking URL or sign-up bonus code;
- v. or if you generate less than ten (10) Qualified Trader referrals in the space of two months.
- vi. Fees are payable on qualifying symbols, fees are not payable on non-qualifying symbols such as Indices, XNGUSD, XPTUSD, XPDUSD and all TRY related symbols.

## 6. Sub-Affiliates/IBs

- a. Subject to our prior written approval, you may become a Master-Referrer and refer any third party to us who isn't currently or hasn't previously been registered with us as an Referrer, Sub- Referrer or Master Referrer. If you're a Master Referrer - any approved Referrer that you refer to us will be considered your Sub- Referrer.

- b. Referrer's can't be linked with any Related Parties as Master Referrer and Sub-Referrer.
- c. Sub- Referrer Fees will be set out on the Company's Website or as agreed between the Referrer and the Company.

## 7. Fee Disputes

- a. If you don't agree with your Fee entitlement for a particular month, you must notify us in writing of the disputed amount and the reason for your dispute within 14 days of the end of the month for which the Fee payment was made. If you don't notify us of a dispute within this timeframe, you'll be deemed to have waived your right to dispute the report or payment and won't have any further claims in relation to the matter.

## 8. Details

- a. You must provide us with accurate and complete contact and payment information and inform us if anything changes.

## 9. Payment

- a. You'll be paid your Fee entitlements monthly in arrears, subject to satisfactory verification (where relevant), the terms of your Referral Plan.
- b. Fees will be made directly into your bank account within 30 days of us receiving a receipt a valid tax invoice from you, provided that your Fee balance is over USD \$500. If your Fee balance is less than USD \$500 for a given month, the balance will be carried over and added to your Fee entitlement for the following month.
- c. You acknowledge that exchange rates for international wire transfers will be set by the receiving bank. We have no control over these rates.
- d. You acknowledge and agree that we won't be required to pay you Fees if this would result in us breaching the laws of any country.
- e. We reserve the right to void your Fee entitlement and terminate your membership of the Referral Program under "Termination" section if your carried over Fee balance fails to reach USD \$500 within three consecutive calendar months.

## 10. Referral Activity

### a. Anti-Spam Laws

- i. You must always comply with anti-spam laws in the countries where you're targeting or soliciting potential Traders when sending electronic communications. In particular, each electronic message sent in connection with the Referral Program must contain the following information:
  - 1. clear and accurate identification of the individual or organization who sent the message;
  - 2. accurate information about how the recipient can contact the sender;
  - 3. and a clear, conspicuous and functioning method of opting out (unsubscribing) from receipt of any further messages.



## 11. Non-compete

- a. You must not market to potential Traders:
  - i. on any site where we promote our Company, on any internet search engine on which we promote our Company, in any other manner which results in you competing with us in relation to the promotion of your sites including but not limited to the promotion of your site(s) through other Referrer; and regarding any other online software, application or other platform enabling online trading similar to and/or competitive with us.
  - ii. We reserve the right to terminate your membership of the Referral Program and void any Fee entitlements due to you if you breach these provisions.

## 12. Intellectual Property Rights

- a. You acknowledge that we will retain the ownership of all rights (including intellectual property rights) in material we develop before or during the term of these Terms, including the Referral Collateral. You shouldn't construe anything in these Terms as granting you any license or right to use the Referral Collateral or any of our other trademarks and branding other than as permitted under these Terms.
- b. You may display Promotional Materials and Text Links on your site, use other Referrer Collateral, and hold yourself out to be an 'Referrer' for the purpose of conducting referrals under this Referral Program, provided that you:
  - i. Obtain our approval first before you publish any Referral Collateral (which we won't unreasonably withhold) refrain from using Referral Collateral as part of your own product name, URL or as a component of another logo; and display Referral Collateral in a way that complies with our brand guidelines and any other directions that we give you from time to time.
  - ii. You'll notify us immediately in writing if you become aware of an infringement on any of our intellectual property or other ownership rights, or if you become aware of a claim by any party that our products, trademarks or logos infringe on a third party's intellectual property or ownership rights.
- c. **Traders**
  - i. You acknowledge and agree that:
    - 1. Traders are the Company's clients and that you're not a party to the contractual relationship between Traders and the Company, we're the sole and exclusive owner of the names, contact information and any other data relating to Traders referred to us, including those Traders linked to your Referral ID. You must not contact a Trader without our prior written approval, and we may access information from or about visitors to your site and may use such information for any purpose.
    - 2. We may, in our sole discretion, revoke any approval issued in relation to your contact with a Trader if we establish that your communication with the Trader is against our interests.
    - 3. We reserve the right to immediately terminate your membership of the Referral Program for any breach by you of this agreement.



## 13. Promotional Materials

### a. You must:

- i. only use our Referral materials and texts links in the manner directed by us and not modify them in any way without our prior written consent; and
- ii. only direct Referral materials and texts links to the homepage of our Website.
- iii. promotional materials and texts links are provided AS IS AND WITHOUT WARRANTY of any kind

### b. Prohibited Referral Conduct

- i. You must not engage in any illegal, improper, misleading, or deceptive conduct or make any representations which may have a detrimental effect on our reputation or those of our products and services.
- ii. In particular, you must not:
  1. engage in any illegal activity of any type, such as displaying illegal content on your website or in your subscription emails, actively target or solicit to any person who is under the age of 18 years old, regardless of the age of majority in the location where you are engaging in referral activities; or any resident of the United State or any other restricted country, as updated from time to time, unless you have received our prior written consent.
  2. login to Trader accounts, conduct trading activities on their behalf or offer trading advise to them;
  3. If there is any suspicion or indication of collusion with any Trader, abuse or manipulation of this program to trigger bogus Referral payments, including but not limited to risk free trading, trading activity patterns that indicate that the Client/Referrer aims to benefit financially without being genuinely interested in trading the markets and/or taking market risk;
  4. Operate a website that contains or promotes misleading, defamatory, or illegal content, or a link to a website that does so. Misleading content includes making any promises whatsoever in relation to returns and displaying our disclaimer, licence or financial registration number without our express permission;
  5. send unsolicited commercial electronic messages (spam) or make frequent or repeated unsolicited calls to Traders or potential Traders;
  6. enable bad faith transactions, including via any device, program, robot, IP address, redirects and 'bogus' traffic;
  7. establish any promotion that provides rewards, points or compensation to a Trader for registering for an account with us, including any kind of rebate deal, without our prior approval; or
  8. take any action that would dilute or tarnish the value of our trademarks or branding.

**c. Consequences of Prohibited Conduct**

- i. If we detect suspicious activity or a potential breach of this agreement linked to your Referral ID, we may:
- ii. suspend your Referral ID pending further investigation; and
- iii. we reserve the right to delay payment of any Fees due to you for up to 180 days while we verify the relevant transactions.
- iv. the company, at its absolute discretion reserves the right to remove all referral fees connected to the activity, disqualify the Referrer from the program and/or Traders accounts, now or in the future, close or suspend all clients orders and annul all profits gained, suspected to be connected with the Prohibited Conduct;
- v. Notwithstanding the above, if we determine, in our sole discretion, that you have engaged in any activity in breach of this agreement, whether suspected or proven, we reserve the right to terminate these Terms immediately and void any entitlements due to you.

**14. Website Login**

- a. We reserve the right to remove or amend any tools from the website at any time at our sole discretion.

**15. Expiry**

- a. Fee entitlements in respect of a particular Trader expire 12 months from the date that the Trader successfully registered for an Account via our Website.

**16. Tax**

- a. You're responsible for paying all duties (e.g., stamp duty, other government charges and financial institution account fees, if applicable) payable and complying with the applicable tax laws in relation to your membership of the Referral Program.

**17. Termination**

- a. This agreement can be terminated by either party by providing the other party with at least seven days written notice.
- b. The Company may terminate these Terms immediately at any time, by providing you with written notice if you:
  - i. breach any of these Terms; and
  - ii. the breach cannot be remedied; or
  - iii. the breach can be remedied but you fail or refuse to do so within seven days of us informing you about the breach;
  - iv. become bankrupt, insolvent or fall under the appointment of a liquidator or receiver; or
  - v. act in a way which, in our opinion, brings our brand into disrepute.
- c. On termination:

- i. if terminated by you or us under section 17) a, we'll pay you any Fees to which you are entitled for referrals that take place up to and including the effective date of termination, but not for referrals that take place following the effective date of termination;
- ii. you must immediately:
- iii. stop promoting yourself as a member of the Referral Program; and
- iv. withdraw from publication and/or delete any Banners, Text Links or Referral Collateral that we've provided to you as part of the Referral Program.
- v. You acknowledge and agree that if we terminate these Terms under section 17) b, your entitlement to any accrued but unpaid Fees will be voided and those Fees will not be paid to you.

## **18. Confidentiality and Privacy**

- a. We'll always comply with our Privacy Policy, in relation to any personal information that you share with us under these Terms.

## **19. Review**

- a. At our request, you must participate in a performance and compliance review with your account manager.

## **20. Liability, Warranties and Indemnity**

### **a. No warranty**

- i. To the extent permitted by law, we provide no warranty and make no representations that our Website, Banners and Text Links or Tracking URLs are accessible or free of errors, viruses or security threats. The Company further disclaims all representations and warranties, express or implied, that the platforms do not infringe or otherwise violate any intellectual property or other proprietary right of any third party in any jurisdiction, including, but not limited to, the territory. The Referrer understands and agrees that the platforms may not satisfy all of the leads' requirements and may not be uninterrupted or error-free

## **21. Liability for other conditions or warranties**

- a. Our liability to you for any non-compliance with a statutory guarantee or Loss or Claim arising out of or in connection with these Terms or any breach by us of these Terms however arising (whether for breach of these Terms, tort (including negligence), statute, custom, law or on any other basis), is limited to the amount of Fees paid by us to you in the 12 months prior to the action giving rise to the liability.
- b. All representations, conditions, warranties and terms that would otherwise be expressed or implied in these Terms by general law, statute or custom are expressly excluded (to the extent that such representations, conditions, warranties and terms can be excluded at law).
- c. We won't be liable to you, when
  - i. We, our subsidiaries, officers, directors, employees and suppliers are not

responsible or liable to you for:

1. any Loss or Claim arising as a result of any failure of any software, hardware, communication technology or other system;
2. any Loss or Claim relating to the provision of data made available through the Portal, including delays, disruptions, inaccuracies or the loss of data;
3. any Loss or Claim relating to your use of, or reliance upon any data provided to you via the Portal;
4. the actions or inaction of third parties (including those which may be negligent or unauthorized) relating to the Referral Program or the Portal;
5. any Loss or Claim arising from a failure by us to comply with these Terms for any cause which couldn't be reasonably controlled or prevented by us; or
6. any Loss or Claim arising from a failure by you to comply with tax laws in relation to your Fee entitlements.

## 22. Indemnity to us

- a. You indemnify us, our subsidiaries, directors, officers, employees and suppliers (Indemnified Parties) against any Loss or Claim suffered or incurred by any of them arising from:
  - i. a breach by you of these Terms;
  - ii. any unlawful, fraudulent, negligent or willful act or omission carried out by you as a member of the Referral Program; and/or
  - iii. any infringement or alleged infringement on a third party's intellectual property rights by you whilst acting in your capacity as a member of the Referral Program.
  - iv. If an Indemnified Party caused or contributed to any Loss or Claim, then your liability under this section will be limited to the amount of the Loss or Claim which is directly attributable to your conduct.

**23. Non-Exclusive Remedies.** In the event (a) The Referrer markets or promotes the Company, any Company Related Entity or any Platform to any person or entity outside of the Territory or (b) of any breach or threatened breach of any provision of previous or forthcoming Sections, in addition to all other rights and remedies available to the Company under this Agreement and under applicable law, the Company shall have the right to (i) immediately enjoin all such activity, without the necessity of showing damages or posting bond or other security, (ii) immediately terminate this Agreement and Referrer engagement hereunder, (iii) receive a prompt refund of all amounts paid to the Referrer hereunder and (iv) be indemnified for any losses, damages or liability incurred by the Company in connection with such violations.

## 24. General Provisions

- a. Force Majeure. If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any

flood, riot, fire, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated hereunder and/or the failure or refusal of a government agency to issue a license required for any performance pursuant to this Agreement), labor disputes, act of God or any cause beyond the reasonable control of that Party, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.

## **25. Disputes**

- a. A party to these Terms may not start legal proceedings in relation to a dispute arising out of these Terms unless it first complies with this section.
- b. If a dispute arises in relation to these Terms or the Referral Program:
  - i. the party raising the dispute must notify the other party in writing; and
  - ii. each party must use its best efforts to resolve the dispute.
  - iii. If the parties are unable to resolve the dispute within 30 days of notification, either party may terminate the dispute resolution process by notice in writing to the other party.

## **26. Changes to these Terms**

- a. We may change any of these Terms at any point without any prior notice. Your continuing participation in the Referral Program following expiry of the notice period will be taken as your acceptance of the changes.

## **27. Notices**

- a. You agree that all communications between you and us in relation to the Referral Program will be by email or by us posting a notification on the Website or Portal, unless another method is agreed to by the addressee.
- b. Any notice or other communication to or by a party by email is regarded as being given by the sender and received by the addressee at the time it was sent, (unless the sender receives a delivery failure notification indicating that the email has not been delivered).
- c. We may provide you with a notice or other communication by a posting within the Portal. That notice or other communication is regarded as being given by us and received by you when the posting is made. We recommend that you regularly check the Website or Portal for notices or other communications.

## **28. Privacy**

- a. We collect, use and disclose your personal information to provide you with the products, services and associated support that you've asked for. We also use your personal information to respond to your enquiries or feedback and to promote products and services offered by us and associated third parties. To do these things, we may provide your personal information to our related companies and to people

that we outsource functions to.

- b. Where possible we'll collect your information from you, but we may also collect it from public sources such as social media websites, or from third parties that provide us with marketing leads.
- c. You acknowledge that we are a licensed company, and you agree that we may share your personal information within our group of related entities. The Company will treat your personal information in accordance with its Privacy Policy and any local laws or regulations.
- d. If you don't provide your personal information to us, it may affect our ability to do business with you. You consent to us collecting, using and disclosing your personal information for those purposes. You can ask us not to use your information to promote our products and services by following the procedure outlined in the Legal Documentation section on our website.
- e. The Privacy Policy contains information on how to:
  - i. update your preferences about the promotional material we send to you;
  - ii. request access to and seek correction of the personal information we hold about you;
  - iii. make a privacy complaint; and
  - iv. how we'll deal with your complaint.
- v. You can contact us by email at [info@quantixfs.com](mailto:info@quantixfs.com) or by phone on +44 203 239 6117 -

## **29. Independent Contractors**

- i. The relationship between you and us is that of independent contractors. Nothing in this agreement creates any partnership, joint venture or agency relationship between you and us and you have no authority to make any representations on our behalf.
- ii. If some of these Terms can't operate
- iii. If any part or provision of these Terms are void, unenforceable or illegal in a jurisdiction, that part or provision doesn't apply in that jurisdiction. However, the remainder of the Terms continue to operate in that jurisdiction unless this would alter the basic agreement between you and us, in which case we can terminate your membership of the Referral Program at our option.

### **b. No waiver by us**

- i. If we don't insist upon strict performance of any part or provision of these Terms, that waiver won't be deemed to be a waiver of a subsequent breach or default of these Terms by you.

### **c. Assignment**

- i. You can't assign or otherwise transfer the benefit of these Terms without our prior written consent. We may assign or otherwise transfer the benefit of these Terms at any time without your consent.

## **d. Applicable laws**

- i. These Terms are governed by the laws of the Seychelles and the courts of the Seychelles have jurisdiction over the parties to these Terms (being you and us).

## **30. Good faith**

- a. You and any Qualified Trader must act in good faith. We reserve the right, at any time and in our sole discretion, to withhold any Fee and/or suspend or permanently terminate trading account access for any Qualified Trader, if you or any Qualified Trader:
  - i. engage in any actual or suspected abuse of these Terms and Conditions; or
  - ii. we have reason to suspect that you or any Qualified Trader have acted fraudulently or obtained an unfair or unintended advantage under these Terms and Conditions.

## **31. Complete Agreement**

- a. This is our complete agreement
- b. These Terms and the documents incorporated by reference, your Referral application and any details relating to your Referral Plan provided to you by email or phone from time to time, contain the whole agreement between us and you in relation to the Referral Program. Any representations or warranties made by our staff before your membership of the Referral Program was approved are not effective unless expressly set out in these Terms. Any waiver of our rights or powers under these Terms may only be given in writing signed by our authorized officer.