

## **Referring / Marketing Agreement**

Your consent to the terms of this referring/marketing agreement ("Agreement") with Fortrade Ltd, Michelin House, 81 Fulham Road, London, SW3 6RD ("Company", "We" or "Us") is signified by clicking the box titled "I have read and agreed to the Referring Party Agreement" in our Referring Party Program Form.

IF YOU DO NOT WISH TO ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT MARKET OR PROMOTE AND/OR OTHERWISE REFER TRADERS OR OTHER PROSPECTS TO THE SITE.

### **1. Definitions**

Capitalised terms not otherwise defined under this Agreement, shall have the meaning ascribed to it as follows:

- a) Account: The uniquely assigned account that is created for each Trader if and when the Trader actually completes an account application at any of the Company's Sites and such Trader is actually approved by the Company.
- b) Referring Party Program Form: A registration form located at the Site for the participation in the Program.
- c) Referring Party Tracker(s): The unique Tracking ID, which is related to the Tracker URL or sign up bonus codes that the Company provides exclusively to the Referring Party, through which the Company tracks and calculates the Referring Party Fee.
- d) Compensation Plan: Means the corresponding compensation plan applicable to the Referring Party according to which its shall receive its Referring Party Fee as such corresponding Compensation Plan is specified under the duly completed and approved by the Company Referring Party Program Form.
- e) Company Marks: Means Trademarks, trade names, service names, Banners and Text Links, marketing tools, logos of the Company and its suppliers placed on the Trading Platform or otherwise used with respect to the Trading Platform or the Site(s) by the Company and all similar proprietary rights, together with all translations,

adaptations, derivations and combinations thereof, all applications, registrations and renewals in connection therewith, and all rights to corporate names, metatags and universal resource locators owned or used by the Company, including without limitation the Fortrade trademark and any other mark as may be used by the Company, from time to time.

f) Financial Authority(ies): means the applicable financial authorities, including but not limited to the Financial Conduct Authority under the Financial Services Act 2012.

g) Fraud Traffic: Any deposits, gross revenue or traffic generated at the Site(s) through illegal means or in bad faith to defraud the Company, regardless of whether or not it actually causes harm to the Company. Fraud Traffic includes, but is not limited to: Spam, false advertising, deposits generated by stolen credit cards, collusion, manipulation of the service, system, bonuses or promotions, offers to share the Referring Party Fee directly or indirectly with Traders, and any other unauthorised use of any third party accounts, copyrights or trademarks.

h) Marketing Material: Any material used by a Referring Party in order to promote any activity related to the Company or the Site(s), including banners, text links and any other promotional material that a Referring Party subsequently uses or develops to refer or hyperlink Traders from the Referring Party's website to the Site(s).

i) Non-Active Referring Party: Any Referring Party generating less than twelve (12) new Qualified Traders, during any consecutive twelve (12) months period.

j) "Permitted Countries" Means any of the countries specified in the following <https://www.ftaffiliates.com/countries-list>, as it may be updated from time to time.

k) Program: The Company's referring/marketing program available at <https://www.ftaffiliates.com/>.

l) Qualified Trader: A user who was directed by a Referring Party and identified by a Referring Party Tracker assigned to such Referring Party provided that: (i) such Referring Party is confirmed by the Company as included in the Program and is linked to the Site(s) in accordance with this Agreement, (ii) such user has been approved by the Company and has made a minimum real money deposit as defined in the Program , or such other minimum amount as shall be specified by the Program from time to time, (iii) the Company has generated from such user amount as shall be specified by

the Program from time to time, and (iv) such user is not already registered to the Site(s) under a different name or through a different identity. It is hereby clarified that the Referring Party and its affiliates are NOT eligible to become Qualified Traders under such Referring Party's Referring Party Tracker(s), and should the Referring Party or any of its affiliated parties do so register, the Referring Party will not be eligible to receive the applicable commission or any other compensation whatsoever. For the purposes hereof, the term "Referring Party affiliate" shall mean any of the following: (i) any member of the Referring Party's immediate family; (ii) any individual, corporation, partnership, joint venture, trust, and any other body corporate or unincorporated organisation, directly or indirectly controlling, controlled by or under common control with the Referring Party.

m) Referring Party: A person or entity that has received confirmation from the Company, at the Company's sole discretion, that it has successfully completed the Referring Party Program Form, that it is included in the Program and that it has received a Referring Party Tracker linked to the Site(s) in accordance with the terms of this Agreement.

n) Referring Party Fee: The amount payable to the Referring Party due to the Compensation Plan, based solely and exclusively on the Company's data and calculations as specified in the Report.

o) Referring Party Area: The area of the Site(s) where each Referring Party may review the Report, update their profile, create additional Referring Party Trackers, and perform/access such other additional functions. The Company reserves the right to modify, add and/or remove any tools from the Referring Party Area at any time, at its sole and absolute discretion without any notice to the Referring Party.

p) Spam or Unsolicited Promotions: Any emails or any other messages that are circulated by the Referring Party, directly or indirectly, including messages that are posted on social media networks, newsgroups, forums, chat boards and other types of online media and which: (i) are directed at third parties who have not consented in writing in advance to receiving promotional messages from such Referring Party; (ii) contain false or misleading statements; (iii) do not truthfully identify the source or the originating IP Address from which it was sent; or (iv) do not provide the recipient with an option to easily be removed from receiving future mailings or promotions.

q) Spread: The difference between the Buy price and the Sell price of a certain instrument at the time the Trader opens a position on the Trading Platform.

r) Tracking URL: A unique hyperlink to the Site(s) enabling a Referring Party to refer potential Traders to the Site(s), and enables the Company to identify the Referring Party that has referred such specific Trader for the purpose of calculating the Referring Party Fee.

s) Trader(s): Any user of the Trading Platform.

t) Trading Platform: The Company' and/or Group's technology dedicated for online trading, allowing participants to trade online, including the Company's related materials, services, and activities.

## **2. Referring Party Programme**

2.1. Referring Party Programme Form. In order to participate in the Programme an applicant must submit a Referring Party Programme Form, which may be approved or rejected by the Company at its sole and absolute discretion. Only an applicant that the Company approves its Referring Party Program Form, will become a Referring Party.

### **2.2. Appointment.**

2.2.1. Subject to and following the Company's approval of the Referring Party's Referring Party Program Form and subject to such Referring Party accepting of this Agreement, the Referring Party shall be entitled to during the term of this Agreement, on a non-exclusive and non-transferable basis the right to direct potential Traders or Qualified Traders to the Site(s), subject to the terms and conditions of this Agreement.

2.2.2. The Company intends to contract with and obtain the assistance of other third parties (including other Referring Parties) to perform services of the same or similar nature as those provided by the Referring Party. The Referring Party shall have no claims to fees originated from or in connection with the foregoing.

2.2.3 For avoidance of doubt nothing under this Agreement, including the appointment above, shall be deemed to include and grant any right in the trademarks, trade secrets

or intellectual property of the Company which shall all remain the sole and exclusive property of the Company.

As between Referring Party and the Company, the Company's trademarks and domains, the content of any service or platform, all demographic and other information relating to customers and leads, affiliates and the Company's platforms and all software (including the Trading Platform and the Sites), documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, web sites, and any additional intellectual or other property used by or on behalf of the Company or otherwise related to the foregoing, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, "Company Property") shall be and remain the sole and exclusive property of the Company. To the extent, if any, that ownership of any Company Property does not automatically vest in the Company by virtue of this Agreement, or otherwise, the Referring Party hereby transfers and assigns to the Company, upon the creation thereof, all rights, title and interest the Referring Party may have in and to such Company Property, including the right to sue and recover for past, present and future violations thereof.

### 2.3. Compensation Plan.

2.3.1. The Compensation Plan applicable to the Referring Party shall be as specified on the Referring Party Program Form approved by the Company, all subject to any applicable regulation and the Company's express approval.

2.3.2. The Company may change a Referring Party's Compensation Plan, at any time and at its sole and absolute discretion, by sending such Referring Party a notice to such effect by e-mail or other written communication. In the event the Referring Party does not agree to such change, it shall notify the Company by return e-mail within three (3) days of receiving such notice from the Company, and the Agreement shall terminate immediately. In the event the Referring Party does not notify the Company within three (3) days from the notice, it shall be deemed as an approval by the Referring Party to such change in the Compensation Plan.

2.4. Costs and Expenses. The Referring Party shall bear all costs and expenses of any nature whatsoever incurred in connection with this Agreement. Under no

circumstances shall the Company be liable hereunder for any amounts other than the Referring Party Fee.

### **3. Payment**

3.1. Referring Party Fee. The Referring Party Fee shall be calculated as per the applicable Compensation Plan then in effect as per Section 2.3 above, and as per the data appearing in the Referring Party Area as updated from time to time at the Company's sole and absolute discretion.

3.2. Tracking and Payment. The Company shall track Traders' activity for the purpose of calculating the Referring Party Fee and such information shall be available to the Referring Party in the Referring Party Area. The Referring Party Fee shall be paid on a monthly basis in accordance with the information set forth in the Report.

3.3. Time of Payment. The Referring Party Fee will be payable within 15 days after the end of each calendar month.

3.4. Method of Payment. The Referring Party Fees shall be made by the Company in any currency and method as may be determined by the Company, in accordance with the Company's policy and subject to applicable law. Charges for wires or courier charges for checks will be covered by the Referring Party and deducted from the Referring Party Fee.

3.5. COMPENSATION FOR QUALIFIED TRADERS ONLY. IN ADDITION TO ANY OTHER TERMS AND CONDITIONS SET FORTH ANYWHERE IN THIS AGREEMENT OR UNDER APPLICABLE LAW, REFERRING PARTY SHALL NOT BE ENTITLED TO RECEIVE ANY REFERRING PARTY FEE FOR ANY TRADER UNLESS AND UNTIL SUCH TRADER HAS BEEN APPROVED AND QUALIFIED BY THE COMPANY AS A QUALIFIED TRADER. FOR THE REMOVAL OF ANY DOUBT IT IS HEREBY CLARIFIED THAT THE COMPANY RESERVES THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE, AT ANY TIME, ANY CRITERIA APPLYING TO ANY OF THE COMPENSATION PLANS, INCLUDING WITHOUT LIMITATION, SETTING ANY BASELINE, THRESHOLD, MINIMUM DEPOSITS/EARNINGS AND/OR OTHER REQUIREMENT(S) FOR QUALIFYING INTO ANY OF THE COMPENSATION

PLANS AND/OR FOR RECEIVING ANY REFERRING PARTY FEE SET FORTH  
HEREUNDER.

3.6. Trader Verification. The Referring Party Fee in relation to new Qualified Traders will be made only following the Company's verification and checks concerning all new Traders in accordance to the requirements of any applicable law and the Company's internal verification process.

3.7 The Referring Party will be eligible for their first Referring Party Fee only after we have confirmed that they have brought three (3) Qualified Traders.

3.8. Non Active Referring Party. It is hereby clarified that notwithstanding the forgoing, a Non- Active Referring Party shall not be entitled to receive any Referring Party Fee from the Company.

3.9. Non-Compliance Hold Over. Notwithstanding the forgoing, the Company may, at its sole and exclusive discretion, withhold, delay or deny payment of the Referring Party Fee in any of the following events: (i) the Company has reason to believe that the Referring Party's activity is not in compliance with any applicable law; (ii) the Company has reason to believe that the Referring Party's activity is in breach of this Agreement; (iii) the Referring Party has failed to complete any form as may be required by the Company or has completed misleading or incorrect information in a form provided by the Referring Party to the Company; (iv) the Referring Party has failed to provide any document as may be demanded by the Company; and/ or (v) the Company has been notified by any third party of the alleged infringement of property or rights (e.g. intellectual property rights) by the Referring Party or by the Referring Party's activity. The Referring Party hereby irrevocably waives any claim or demand against the Company, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Company.

3.10. Fraud Traffic. Notwithstanding the forgoing, in the event that any activity in Referring Party's account, or in any account which appears to be controlled or managed by the Referring Party, is deemed suspicious by the Company at its sole determination, the Company may at its own discretion delay payment of the Referring Party Fee to the Referring Party for a reasonable period in order to verify the relevant transactions. In the event that the Company determines the activity constitutes Fraud Traffic, the Company shall recalculate or withhold the Referring Party Fee accordingly and in its sole discretion. Without derogating from the forgoing above, it is hereby clarified that in any event that the Company determines that the Referring Party is involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to the Company, including without limitation to the

Site(s), Account(s), Qualified Trader(s), etc., the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Referring Party inoperable, and immediately block the Referring Party's access to the Program, with no compensation to the Referring Party. The Referring Party hereby irrevocably waives any claim or demand against the Company, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by the Company.

3.11. Disputes. Deposit of payment cheque, acceptance of payment transfer or acceptance of other payment by the Referring Party will be deemed full and final settlement of the Referring Party Fee due for the calendar month indicated. Hence, if the Referring Party disagrees with the Reports or amount payable, the Referring Party should NOT accept payment for such amount and immediately send the Company a written notice of its dispute. Dispute notices must be received by the Company at the earlier of: (i) actual acceptance of payment; or (ii) within thirty (30) days of the end of each calendar month for which payment is made, or the Referring Party's right to dispute such Report or payment will be deemed waived and the Referring Party shall have no claims in such regard.

3.11. Tax. It is the Referring Party's sole responsibility to comply with any tax laws that apply to the Referring Party Fee, and the Referring Party consents that to the extent required by applicable law and regulations, the Company may provide information regarding Referring Party's Fee to any government agency. The Referring Party agrees that the Company shall not be responsible to pay or withhold from payments to the Referring Party any taxes or fees whatsoever, however, should the Company be required under law to withhold any such taxes, payments and consideration to the Referring Party hereunder will be made in the net amount remaining after deduction of such withheld taxes.

#### **4. Additional Referring Party Undertakings**

4.1. Provision of Information. The Referring Party shall provide true and complete information to the Company at all times, as may be requested by the Company from time to time. The Referring Party acknowledges that it is aware that prior to receiving any Referring Party Fee, the Referring Party must provide the Company with all



information as may be requested by the Company, including any information required pursuant to the Financial Authority(ies) rules and applicable law.

#### 4.2. Marketing Materials.

4.2.1. The Referring Party's Marketing Materials shall comply with the guidelines located at the Referring Party Area and the restrictions set forth in Section 4.3 herein.

4.2.2. Prior to the Referring Party's use or amendment of any Marketing Materials, the Referring Party shall submit a sample to the Company for its review and approval. The Marketing Material may be used by the Referring Party only upon receiving the explicit written approval by the Company, which may be denied at the Company's sole and exclusive discretion. In the event such approval is granted, the Referring Party agrees and hereby does assign and transfer to the Company, its successors, assignees, or nominees, all of the Referring Party's right, title and interest to the materials created and made by (or for) the Referring Party.

4.2.3. In the event that the Referring Party makes use of any Marketing Material not approved by the Company, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Referring Party inoperable, and immediately block the Referring Party's access to the Program and deny any Referring Party Fee, with no compensation to the Referring Party. The Referring Party hereby irrevocably waives any claim or demand against the Group, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by the Company.

#### 4.3. Restrictions.

4.3.1. All Referring Party activities must be professional, proper and in full compliance with applicable laws and the Referring Party will be solely responsible for the content and manner of its activities. A Referring Party and its website, to the extent the Referring Party operates through a website, may not be engaged, directly or indirectly, in conduct that the Company, at its sole discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of any of the Site(s) or detrimental to other users of the Site(s), including without limitation, directly or indirectly: (a) operation of an illegal business, site or subscription email list; (b) engaging in any illegal activity of any type, including but not limited to displaying illegal content on the Referring Party's website or in the Referring Party's subscription emails

or offering any illegal good or service through the Referring Party's website or subscription emails; (c) operation of a website that contains or promotes content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or link to a website that does so; (d) engaging in indiscriminate or unsolicited commercial advertising emails; (e) placing links to any of the Sites in Spam or Unsolicited Promotions, banner networks, counters, guest books, IRC channels or through similar Internet resources; (f) causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program, robot, hidden frames and redirects, and "bogus" traffic (in each case without derogating from other remedies the Company may have in law, equity or otherwise); (g) establishing or causing to be established, without the prior written consent of an authorised officer of the Company, any promotion that provides any rewards, points or compensation for and any other activity that the Company deems at its sole discretion to be of similar nature, or that allows third parties to place links to the Site(s); (h) diluting, blurring or tarnishing the value of Trademarks; (i) unauthorised use of any third party's intellectual property (including, but not limited to, trademarks); (j) register any domain names or trademarks containing, similar or confusing with the Company Marks, except and to the extent expressly approved in advance and in writing by the Company on a case-by-case basis; or (k) offer any trader, whether directly or indirectly, any kind of rake back deal; (l) the Referring Party shall not provide a Trader with any offer or incentive for trading with Fortrade, unless such an incentive or offer has been approved by Fortrade in advance and in writing; (m) there shall be no direct or indirect interaction or communication between the Referring Party and a referred Trader at any point, prior to or following a Trader being referred to Fortrade, whether or not the Trader is approved by Fortrade.

4.3.2. The Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Referring Party violating the restriction herein as inoperable, and immediately block the Referring Party's access to the Program, with no compensation to such Referring Party. The Referring Party hereby irrevocably waives any claim or demand against the Group, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by the Company.

4.3.3 The restrictions contained within paragraph 4.3.1 above, shall apply throughout the duration of the agreement and shall continue to apply following termination of the relationship between Fortrade and the Referring Party.

4.4. Age.

4.4.1. In order to participate in the Program, Referring Party must be of 18 years or older.

4.4.2. Referring Party may not actively target marketing to any persons who are under the age of 18 years old, or under the age of majority in the territory where the Referring Party is operating, if older.

4.5. Permitted Countries.

The Referring Party may only target marketing to citizens or residents of the Permitted Countries, as may be updated from time to time. Any Referring Party interested in target marketing to a person who is a citizen or resident of any country not listed therein must receive the Company's prior written approval.

## **5. Data Ownership**

Without derogating from the provisions of Section 2.2.3 above, all Traders shall be considered as customers of the Company only. The Company shall be the sole and exclusive owner of the database of names and contact information and any other data of all Traders, including Traders identified by a Referring Party Tracker. The Referring Party may not contact a Trader without receiving the Company's written approval for such contact. If in the Company's opinion the Referring Party either tries to or does make contact with a Trader without the Company's written approval, the Company shall be entitled to immediately terminate this Agreement and to withhold all commissions owed to the Referring Party at such time. Further, in the event that the Referring Party was provided by the Company with written approval to contact or correspond with a Trader, and thereafter the Company deems that such contact or correspondence is against the interests of the Company, the Company shall have the right to revoke the approval previously granted, to terminate this Agreement and to withhold all commissions owing to the Referring Party at such time. The Referring Party further agrees that the Company may access information from or about visitors to the Referring Party's website, and may use such information for any purpose.

## **6. Limitation of Liability**

IN NO EVENT SHALL THE COMPANY, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR DATA, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SITE(S) THE COMPANY'S SERVICES, THE TRADING PLATFORM, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), AND INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY FAILURE OR MALFUNCTION OF ANY SOFTWARE, HARDWARE, COMMUNICATION TECHNOLOGY OR OTHER SYSTEM. THE COMPANY'S AGGREGATE TOTAL LIABILITY, AND THE LIABILITY OF THE COMPANY'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND

SUPPLIERS TO AFFILIATE OR ANY THIRD PARTY(IES) IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF THE FEES PAID BY THE COMPANY TO THE REFERRING PARTY IN THE SIX (6) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) US\$100.

## **7. Disclaimer of Warranties; Indemnification**

7.1. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTS ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROGRAM, THE SITE(S), THE TRADING PLATFORM, THE COMPANY PROPERTY, LINKS IN THE SITE(S), OR THE SITE(S) BEING ACCESSIBLE OR FREE OF ERRORS, VIRUSES OR SECURITY THREATS.

7.2. The Referring Party agrees to indemnify, defend and hold harmless the Company, its directors, officers, employees, service providers and suppliers from and against any and all liability, claims, costs, expenses, injuries and losses, including reasonable attorneys' fees and costs, arising directly or indirectly in connection with the Referring Party's operations or website or out of any disputes between the Referring Party and any other party relating to this Agreement, the Site(s), the Referring Party's activity or to services provided by or to the Company. The Company may deduct such amounts to indemnify the Company, its directors, officers, employees, service providers and suppliers for any claims, arising or resulting from or relating to the matters brought forth in this Section 8.2 from any outstanding Referring Party Fee due to the Referring Party and held by the Company and/or any other funds whatsoever due to the Referring Party and held by the Company.

## **8. Termination**

8.1. This Agreement will take effect when the Referring Party indicates its acceptance of this Agreement on the enrolment form and shall continue until terminated in accordance with the terms hereof.

8.2. The Company may terminate this Agreement at any time, with or without cause, by giving the Referring Party 5 days prior written notice by email (or by posting a notice on the Site(s) by the Company if the Company terminates this Agreement with all of its Referring Parties), except if the Referring Party violated any of the terms of this Agreement, in which case termination will be effective immediately. The Referring Party may terminate this Agreement at any time, with or without cause, by giving the Company 5 days prior written notice (such written notice may be provided by facsimile or email).

8.3. Upon termination of this Agreement, the Referring Party shall no longer be entitled to receive payment with respect to any new Traders; however the Company's obligation to pay the Referring Parties under the Compensation Plan the Referring Party Fee, shall survive with respect to Traders identified by a Referring Party Tracker prior to the date of any such termination, for as long as such Traders perform relevant trading activities, but no longer than Three (3) months following the termination of this Agreement, except if the Referring Party violated any of the terms of this Agreement, in which case this Section 8.3 shall not apply and Referring Party shall no longer be entitled to receive any payments from the Company whatsoever.

8.4. Upon termination of this Agreement for any reason, the Referring Party will immediately cease use of, and remove from the Referring Party's website, all the Company marks, banners and text links to the Site(s). Without derogating from the provisions of Section 4.3 above, any domain which contains any of the Company Marks shall be immediately transferred to the Company, at the Referring Party's cost, upon termination of this agreement with the Referring Party for whatsoever reason. The Referring Party shall pay the Company US\$100 for each day such domain is not transferred to the Company. The provisions of this Agreement which by nature intend to survive termination of this Agreement, shall survive such termination, and the enforceability of the terms and conditions of this Agreement as they related to acts and omissions during the period before such termination, shall survive such termination.

## **9. Miscellaneous**

9.1 The parties to this Agreement are independent contractors. Neither Party is an agent, representative or related entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any

obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

9.2 Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by email to the following emails:

For the Company: info@fortrade.com

For the Referring Party: As per the details shown in the Referring Party Program Form

9.3 The failure of the Company to insist upon or enforce strict performance by the Referring Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of the Company's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving party.

9.4 This Agreement, including all Exhibits hereto, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the parties with respect to the subject matter hereof as set forth herein. Neither party shall be bound by, and each party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered by the other party in any correspondence or other document, unless the party to be bound thereby specifically agrees to such provision in writing.

9.5 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom without regard to conflict of laws. Exclusive jurisdiction in any action or proceeding arising out of or relating to this Agreement and Appendices will be placed in the relevant courts residing in London ("Jurisdiction Courts"). Each of the Parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such Jurisdiction Court, and waives, to the fullest extent permitted by law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such Jurisdiction Court.

9.6 All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to their respective heirs, successors, assigns and legal representatives. The Referring Party shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, to any third party without the Company's prior written consent, to be given or withheld in the Company's sole discretion.