

Partnership Agreement

(www.avfxcapital.com)

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1. Common Requirements

1.1 It is ensure that the Partnership Agreement ("Agreement") shall define the conditions and actions for cooperation between Partners, Introducing Brokers, Affiliates ("Partner(s)") and AVFX Technology (SV) Ltd ("The Company").

2. Definitions & Meaning

The term **Account** shall mean, the unique trading account is assigned by the Company to any Client by completing the account opening application procedure and approved by the Company as well.

The term **Affiliated Entities ("Affiliates")** shall mean, with respect to the Company shall mean any entity which, directly or indirectly or controls and is controlled by, or is under common control with the Company.

The term **Agreement** shall mean, the present Partnership Agreement.

The term **Client** shall mean any physical person or entity by which the Company concluded a client agreement.

The term **Client Agreement** shall mean, an agreement is between the Company and the Client for the endowment of services in relation to any trading in financial instruments offered by the Company.

The term **Company** shall mean AVFX Technology (SV) Ltd is incorporated in St. Vincent & the Grenadines with the registration number 24760 IBC in 2018.

The term **Investor(s)** shall mean, any Client that is using the social trading service by copying trader(s).

The term **Introduced Client** shall mean any physical person or entity who has been introduced by the Partner to the Company through a partner link and with whom the Company concluded a client agreement.

The term **Non-Active Introduced Client** shall mean any introduced Client that has no activity such as trading or deposit in all of his or her accounts with the Company in his or her personal area with the Company for a period of 90 days.

The term **Partner** shall mean a physical person or entity approved by the Company to introduce potential Clients to the Company under the terms and conditions of this agreement.

The term **Partner Account(s)** shall mean the exceptional account assigned by the Company to any partner for the purpose of receiving the partner commission.

The term **Partner Link** shall mean the unique link provided by the Company to the partner for identifying the partner activities and the Clients introduced to the Company by the partner.

The term **Partner Site** shall mean the websites and social media sites operated and or owned by the partner for the purpose of introducing prospective Clients to the Company.

The term **Partner Commission** shall mean the amount payable to the partner subject to term 5 of the present agreement.

The term **Personal Area** shall mean the Client's personal space on the company's website (avfxcapital.com).

The term **Promotional Material** shall mean any material is provided by the Company to the partner and used by the partner in order to promote any activity related to the Company or the site for the purpose of this agreement, including but not limited to logos, banners, promo links etc.

The term **Prospective Client** shall mean any physical person or entity who has been introduced by the partner to the Company prior to the conclusion of a client agreement with the Company.

The term **Site(s)** shall mean www.avfxcapital.com that will be used by the Company to communicate to the partner from time to time.

The term **Social Trading** shall mean a service that is provided by the Company whereby investor or investors can subscribe to copy traders or traders' strategy or strategies.

The term **Sub-partner** shall mean any physical person or entity who has been introduced by the partner to the Company through a partner link, and with whom the Company concluded a partnership agreement.

The term **Trader** shall mean any Client who is using the social trading service by creating trading strategy(ies) that is copied by investor(s).

3. Partners' Privileges and Responsibilities

3.1 Ensure that the approval of a partner's application and by acceptance of the present agreement, the Company grants to the partner a non-exclusive, non-transferable right to direct prospective Clients to the site, subject to the terms and conditions of this agreement, and the Company will be provided the partner with a partner link linked to the site(s).

3.2 It is ensure that in order for any physical person or entity to become a partner, such applicant must be complete the relevant application procedure. It is up to the Company's decision to accept or reject any applicant as a partner or request additional information and or documentation from the applicant for further review by the Company.

3.3 The partner have to commences the following things:

- a) It is to co-operate with the Company and promptly submit any documentation and or evidence which is required by the Company in relation to the dealings of the partner with the Clients, involving the Company in any way whatever;
- b) Make sure that not knowingly do or commit or permit to be done or committed any act, or any matter or thing that the partner knows or ought reasonably to know is likely to put the Company in breach of any of the provisions of the client agreement between the Company and the Clients or the provisions of existing regulation;
- c) However, remember that to act in good faith and not make any false and or any misleading representations or statements in relation to the Company or the services provided by the Company that the partner knows or ought reasonably to know are likely to partiality or to bring into disgrace in any manner the Company's business or reputation or that of any of the Company's associates;
- d) Also ensure that to co-operate with the Company to review complaints by Clients introduced by the partner;
- e) It is to co-operate with the Company and promptly submit any information and or documentation required by the Company;
- f) It is to perform his her obligations under this agreement and otherwise conduct his her business and affairs in agreement with such professional and ethical standards as are widely regarded as being best practice and in accordance with any applicable laws or regulations.

However, the partner shall not take any steps which would cause the Company to fail to observe the standard of behavior reasonably expected of persons in the Company's position and will comply with all

applicable laws and rules and requirements applicable to the Partner or the Company and disclose to the Company promptly any complaint, regulatory investigation, or disciplinary action or any other development that may have a material impact on the Partner's ability to provide the services hereunder in accordance with provisions of existing legislation;

- g) It is make sure to provide the Company with all necessary information and documents about services rendered under this agreement;
- h) It is sure that to compensate the Company against any loss or liability suffered by the Company as a result of the disobeying of any legal or regulatory requirements on the part of the partner or as a result of or related to the actions of the partner during and after the termination of the agreement.
- i) It is make sure that to notify the Company immediately of any actual or probable disobeying of any such legal or regulatory requirements and the Company is entitled to assume that any necessary authorization, license and or consent remains in effect until the partner notifies the Company otherwise;
- j) It is make sure that to notify the Company immediately if any actual or proposed judgment, order, or disciplinary sanction is imposed upon or entered against the partner or any other action or claim is taken against him or her such as including without limitation any pending litigation in relation to his or her activities under the provisions of existing legislation which has, or may have, in the Company's reasonable opinion, a material adverse effect on its reputation or financial standing;

3.4 However, if the partner gives the Company the non-exclusive, non-transferable right to use the partner's name And or trademark for free for the duration of this agreement so that the Company may accomplish its responsibilities under this agreement.

3.5 Remember that the partner agrees that in the event of a request by an introduced client to be unlinked from a specific partner the Company shall comply with such request and cease paying any commission to the partner in relation to the introduced client.

3.6 The partner shall not allow to:

- a) Contact or interact in any way with prospective clients and or introduced clients unless the prior of specific agreement of the Company is given;
- b) Ensure that make changes to any documents including the Company's legal documents and or any promotional material;
- c) However, accept money from prospective clients and or introduced clients on behalf of or for the benefit of the Company or trade on behalf of introduced clients;
- d) In his or her capacity as partner, incur any liability on behalf of the Company or in any way initiate or offer credit on behalf of the Company or accept or enter into any contract binding upon the Company.
- e) Ensure that make any representation or warranty regarding the Company except as authorized by the Company;

4. Company's Rights and Obligations

4.1 Ensure that the Company retains the right to refuse registration as a Client to any prospective Client introduced by the partner.

4.2 Remember the Company shall be the sole and exclusive proprietor of any personal data disclosed and or related to the introduced clients.

4.3 If the Company has the right to cancel the payment of a partner commission for any non-active introduced client and terminate the assignment of such a non-active introduced Client with a specific Partner as well.

4.4 If the Company has the right to monitor the partner's site and request the partner to make alterations as deemed required and the partner is grateful to comply with such alterations.

4.5 The Company shall undertake to:

1. One, fulfill its obligations under this agreement in good faith;
2. Two, save information about all introduced client transactions, for such period as may be reasonably required for the purposes of this agreement;
Pay partner commission for introduced clients, except in the following circumstances such as:
 - a) When the Client and the partner are the same person or entity;
 - b) When the partner acts in breach of the terms of this agreement or if applicable the Client;
 - c) Agreement decided between the Company and the partner as a Client;
 - d) When one of the reasons mentioned in the term 5.8 as below overcomes please follow.

5. Partner Commission

5.1 In case of services rendered under this agreement, the partner shall be compensated for each trading transaction such as excluding any bonus generated amount and performed by the introduced Client assigned to the partner.

5.2 In case of the partner commission will be calculated for all closed transactions within a 24-hour period and will be available for withdrawal daily as well.

5.3 If you want to become an IB Partner with AVFX Capital, please vide Section 19.

5.4 The partner commission from trading transactions of introduced clients is calculated like following:

Calculation:

I. Currency pairs under the **Mini Account** (groups of instruments: Mini):

Partner Commission = Major currency pairs = 2 \$ per Standard Lot, Exotic Currency Pairs = 3 \$ - 8 \$ per Standard Lot, Metals = 5 \$ - 10 \$ per Standard Lot.

II. Currency pairs under the **Classic Account** (group of instruments: Classic):

Partner Commission = Major currency pairs = 2 \$ per standard lot, Exotic Currency Pairs = 3 \$ - 8 \$ per Standard Lot, Metals = 5 \$ - 10 \$ per Standard Lot.

III. Currency pairs under the ECN account (group of instruments: ECN):

Partner Commission = Major currency pairs = 2 \$ per standard lot, Exotic Currency Pairs = 3 \$ - 8 \$ per Standard Lot, Metals = 5 \$ - 10 \$ per Standard Lot.

IV. Currency pairs under Swap Free Account (group of instruments: Swap free)

Partner Commission = Major currency pairs = 2 \$ per standard lot, Exotic Currency Pairs = 3 \$ - 8 \$ per Standard Lot, Metals = 5 \$ - 10 \$ per Standard Lot.

V. Currency pairs under **Raw and Zero Account types** (group of instruments CFD, Energies, Crypto, Indices, Stocks):

Partner Commission = Not allowed

5.4 Partnership Level and Commission will be like following:

The commission is paid out for the first level as introduced Client which is introduced by Partner. However, the company may decide on payment to the partner of Commission for the second level introduced client which is introduced by sub-partners.

The second level commission is paid only for the types of financial tools for which the Commission is added from the spread, not from the trading volumes or as the interest rate for the transaction levied by the company.

5.5 Partnership level structure

Total Partnership Level: 10

Level 0	You
Level 1	You will get 100% commission on company brokerage in this level as per Sub-Section No 5.3 (please vide).
Level 2	In this level, you will get 50% commission on company brokerage as per Level 1.
Level 3	In this level, you will get 50% commission on company brokerage as per Level 1.
Level 4	Similarly, in this level you will get 25% commission on company brokerage as per Level 1.

Level 5	In Level 5, you will get 25% commission on company brokerage as per Level 1.
Level 6	In Level 6, you will get 10% commission on company brokerage as per Level 1.
Level 7	In Level 7, you will get 10% commission on company brokerage as per Level 1.
Level 8	In Level 8, you will get 10% commission on company brokerage as per Level 1.
Level 9	In Level 9, you will get 10% commission on company brokerage as per Level 1.
Level 10	In Level 10, you will get 10% commission on company brokerage as per Level 1 .

5.6 If the Company retains the right to reduce the partner commission in the event that the cost of hedging risks associated with one or more introduced Clients' transactions increases.

5.7 However if there is reasonable doubt by the Company that auto-referral activity (means that is when the partner gets commission from trading operations carried out on accounts by direct or circumstantial evidence controlled by the partner; this includes, but it is not limited to, use by the partner and the signed client of at least two identical IP addresses is performed by the partner;

Remember the partner commission size can be decreased by the Company down to 0%.

5.8 Payment of partner commission will be delayed or not be paid or annulled or cancelled or suspended in the following circumstances:

- a) If the partner account or any other account managed or controlled by the partner or any of the introduced clients assigned to the partner is considered by the company suspicious;
- b) In case of the introduced Client performs actions in bad faith for generating partner commission;
- c) However, if the company determines that the partner commission is derived from activity related, directly or indirectly, to fraudulent or illegal or deceptive practices;
- d) If the partner account, any account maintained in the name of the partner or attracted introduced client account is blocked or placed in the archive in a manner required by sections of this agreement or the "temporary block of the client account" and "inactive and dormant client accounts" of the Client agreement and general business terms between the Company and the Client if applicable.

The provisions of this clause are applicable to the full period of archiving and or blocking of partner account or any account maintained in the name of the partner or introduced client linked to the partner;

- e) When the rate amount to be paid is less than 0.01 of unit of currency of the partner account;
- f) When the introduced client's Account balance consists of only bonuses;

- g) The results of the Introduced Client transactions are canceled because they were executed at non-market quotations;

5.9 The percentages and methods of calculation of the partner commission may be amended from time to time by the Company and the current at the time percentages and methods of calculation shall be available in the reports section of the Sites and deemed to have effect from the date that same are posted, in relation to subsequent transactions.

5.10 When the restrictions are removed from an introduced Client's account, the partner commission payments to the partner shall resume.

5.11 In case of the partner undertakes to pay all tax, money transfer fees, currency conversion fees, and other mandatory payments.

5.12 In case of the partner commission shall be paid to the partner account. Any other manner to pay the partner commission must be approved by the Company as well.

5.13 Ensure that the Company has developed a system to calculate and credit back to the Clients part of the partner commission received by the partners "auto rebates system". The auto rebates system has tools to calculate and credit part of the partner commission back to the corresponding Client's account based on the partner's instructions and parameters. The Company is responsible for the correct operation of the auto rebates system.

However, any payments to Clients processed through the auto rebates system are irrevocable and the Company bears no responsibility for any actions processed by the partners via the auto rebates system. Only a limited number of partners will have access to the auto rebates system.

6. Use of Advertising & Promotional Material

6.1 However the partner shall only use promotional and advertising material provided and approved by the Company in order to provide the services provided by the agreement defined. Any other material created by the partner and used for advertising, including but not limited to creative, landing pages, emails, domains and more should be submitted to the Company for prior approval before launching.

6.2 If any promotional or advertising material that is created by the Company and used by the partner is exclusively owned by the Company and shall not be used by the partner for any purpose outside the scope of the present agreement unless the prior written consent of the Company is obtained.

7. Restrictions of Promotion & Advertising

7.1 The company and or its affiliated entities, own worldwide registered and protected trademarks including without limitation "AVFX Capital" and the "AVFX Capital logo" and the partner admits that he or she is not allowed to register any kind of business that includes the trademarks of the Company and or its affiliated entities.

7.2 In case of the Company may give the partner a revocable, non-exclusive, non-assignable, non-transferable, Non sub-licensable right to use and display on the partner's site the name, trademark and promotional material for

free for the duration of this agreement so that the partner may fulfill his or her obligations under this agreement, subject to the following concerns:

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

7.3 The partner is not permitted to use the Company's and or its affiliated entities' trademark in any paid search activity, whether this is in ad text, copy or display URLs without prior written approval by the company and or its affiliated entities.

7.4 If the partner is not permitted to use the Company's and or its affiliated entities' trademark in their ad-copy paid media to advertise on behalf of the Company without the written approval from the Company and/or its affiliated entities.

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

7.6 In case of the Company may cancel the non-exclusive and non-transferable right to use the Company's name, trademark and promotional advertising material for free at any time, at its absolute discretion and without the need to provide any reasons for such cancellation.

7.7 The partner undertakes the following such as:

- a) **To Post** on the partner site specific warnings and disclaimers in relation to the provision of the specific services by the Company;
- b) **To Add** all the Company's brand terms as negative keywords in all paid search activities in order to avoid any broad matching issues;

- c) **To Disclose** clearly with the relationship between the partner and the Company in any material produced or used by a partner anywhere, including without limitation blogs, publications and news sites, disclosing both non-financial and financial relationships where applicable.

7.8 However the partner and the companies which it controls shall not, directly or indirectly:

- Register or use of domains,
- Sub-domains,
- Keywords,
- Contents,
- Search terms or other identifiers containing,
- The Company's and or its affiliated entities trademark(s) (a part of the Company's name),
- The Company's trade names,
- The Company's name or any words or depictions confusingly similar to,
- Any of the aforementioned in any language without the Company's prior written consent; Other concerns are like following:
 - a) **Bid on or Purchase:** Bid on or purchase internet placement rights for a similar domain name or any part or similarities thereof in any manner in any of its advertising, including but not limited to, internet and web advertising;
 - b) **Similar Domain:** Include a similar domain name or any part thereof, or similar variations, translations, or misspellings, in the meta tags of any web site code. This includes the meta title, meta keywords, or meta description;
 - c) **Purchase Direct or Indirect:** purchase direct or indirect, obtain or use, directly or indirectly, any keywords from third party platforms so as to redirect traffic to the similar domain name;
 - d) **Purchase a Similar Domain:** purchase a similar domain bid on or purchase name or any part thereof, or any variations, translations, or misspellings thereof, for use in text links, banner ads, pop-up ads or any other type of ad that could be associated with a keyword campaign;
 - e) **Use false advertising:** Use false advertising or in general false and or fraudulent methods for attracting new Clients online, launching the search engine and leading the search engine users astray, including, but not limited to the use of the Company's website URL with a partner Link in the contextual advertising systems, knowingly falsely redirecting users to a different website on the internet;
 - f) **Automatic Redirect:** Send traffic through automatic redirects on a website page;
 - g) **Use ad fraud:** Use ad fraud, including but not limited to impression or click or conversion or data fraud, and fraudulent traffic sources, including but not limited to botnet or toolbars or click farms or other methods of automated or fraudulent traffic such as automated bots and stuffed cookies;

- h) **Use questionable traffic:** Use questionable traffic sources including but not limited to parked domains, error pages, juvenile, death & tragedy, sexually suggestive and violent content are not permitted;
- i) **Publish advertisement:** Publish advertisement-like information on websites which contain or link to websites that violate the rules of law, ethics, and morality;
- j) **Publish advertisements:** Publish advertisements with incorrect information about the services offered or with omissions to the non-disclosure provisions of the risks to the prospective Client.
- k) **Use malicious software:** Use malicious software with pop-up advertisements or advertisement like mailings to email addresses without consent to receive said mailings;
- l) **Purchase keywords:** Purchase keywords with reference to AVFX Capital and or other misspellings of the name on pay-per-click search engines to drive traffic to partner's own website;
- m) **Purchase trademarks:** Purchase trademarks which include the word "AVFX Capital" in any language; bid or appear on misspells or variations of "AVFX Capital" brand searches.

7.9 However the partner undertakes full responsibility of any legal representation and to pay all relevant fees, costs, expenses and fines in relation to any dispute, claim, action or proceeding relating to the intellectual property rights of the Company and or its affiliated entities arising whatsoever directly or indirectly out of the partner's activities, negligence, wilful default or fraud or breach of any of its obligations under this agreement.

8. Securing Personal Data

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

8.2 The Partner undertakes full responsibility to pay any fines and/or compensate the Company for any losses arising as a result of its violation of the provisions of laws regulating the protection of personal data indemnify and hold harmless the Company and/or its affiliated entities including their:

- a) Directors,
- b) Officers,
- c) Employees,
- d) Shareholders and owners against any and all claims,
- e) Demands, and liabilities,
- f) Losses and damages,
- g) Judgments and settlements,
- h) Costs, fines, and expenses insofar as such claims,
- i) Demands,
- j) Liabilities, losses,
- k) Damages,

- l) Judgments,
- m) Settlements,
- n) Costs,
- o) Fines and expenses arise out of the breach of the present agreement and or are based on any claim against the Company derived by the partner's activities,
- p) Intelligence,
- q) Willful default or fraud or breach of any of its obligations under this agreement.

9. Confidentiality & Privacy

9.1 Ensure that the parties are undertaking to hold in confidence all information (both written and oral) that becomes known to the parties in connection with their performance of this agreement, both for the duration of the agreement and after its termination.

9.2 In case of the partner shall keep all information relating to the Company and or its services and or the introduced Clients strictly confidential and shall not disclose the same to any other person or seek to utilize the same in order to obtain any commercial advantage over the Company for itself or any other person or entity.

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

10. Restrictions, Amendments and Termination

10.1 However the Company at its discretion may put restrictions in the operation of the partner accounts for any of the following reasons:

- a) If there is any suspicion that the partner is involved in any illegal or fraudulent transactions;
- b) If there is a suspicion that the partner violates any of the conditions of this agreement or any term of the client agreement between the Company and the partner as a Client or any other documents concluded between the partner as a Client with the Company.
- c) In the event that the partner is also a Client of the Company and any of the aforementioned events occur then the Company may also put restrictions in the operation of any of the accounts in the name of the partner.

10.2 It is to ensure that the Company has the right to amend the terms of this agreement at any time with immediate effect without giving any prior notice to the partners.

10.3 Ensure that the Company may terminate the agreement and the partner's status with immediate effect for any of the following reasons:

- a) If the partner violates the conditions of the agreement;

- b) In the event that the partner is also a Client of the Company and the Partner violates any term of the Client agreement between the Company and the partner as a Client or any other documents concluded between the partner as a Client of the Company;
- c) In the event that the partner is also a Client of the Company and any of the aforementioned events occur then the Company may also terminate with immediate effect the Client agreement between the Company and the partner as a Client.
- d) However if the Company has cause to believe that the partner is not putting enough effort into promoting the Company's services.

10.4 If the partner shall no longer be allowed to use the Company's name and trademark following the termination of the partner's status and the partner is obliged to return to the Company any promotional or advertising material.

10.5 Where if termination of the agreement and the partner's status takes place, the Company shall pay commission for all introduced Clients actually introduced before termination, excluding the instances directly provided for by this agreement, until the effective termination date. The partner shall not be entitled to receive any commission from any introduced Clients generated after the effective termination date.

10.6 In case of termination of the partner's status shall not preclude the Company from subsequently entering into contractual relationships with Introduced Clients introduced by the partner.

10.7 If the Company may terminate the agreement without cause by giving one month's written notice to the partner.

11. Insure & Indemnity

11.1 If the Partner agrees to indemnify the Company and or its affiliated entities and hold the Company And or its affiliated entities, directors, officers, employees and affiliates, harmless from and against any liability, claims, costs, damages, demands, proceedings, expenses including legal fees and penalties and fines whatsoever directly or indirectly suffered by them or incurred by them arising out of the partner's activities, negligence, willful default or fraud or breach of its obligations under this agreement and the Company may deduct any amount to indemnify the Company and or its affiliated entities from any outstanding partner commission.

12. Complaints of Client

12.1 However if the partner agrees to notify the Company of any written complaint received from any introduced Client which relates to any function that the partner has undertaken and, in the event, the partner agrees action is necessary, it undertakes to take reasonable steps to amend its procedures to avoid the occurrence of similar complaints in the future.

12.2 In case the partner will promptly inform the Company by telephone and in writing, of any complaint against the Company. Upon Company's request the partner shall submit a full and detailed report with any supporting documents relating to the complaint within five days of receiving the complaint.

13. Notices

13.1 Keep it in mind that any notice hereunder shall be in writing and deemed to have been duly given from the moment the email is sent to the below email addresses for the Company or to the last email address provided by the partner to the Company. Company's corporate email address: info@avfxcapital.com

13.2 This is to inform the purposes of this agreement is "writing" or "written notice" is defined as handwritten or typed text that is sent or received by email.

14. Whole Agreement

14.1 However inform you, this agreement is together with any documents referred to in it, establishes the whole agreement between the parties relating to its subject matter and succeeds any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

15. Partner's Representations and Warranties

15.1 The partner confirms that he or she has obtained all necessary authorizations such as including without limitation, any regulatory or governmental consents, approvals or licenses if applicable, to enable him or her to enter into and perform his or her obligations under this agreement and he or she commences to keep such authorizations, and consents during the term of this agreement as well. The partner has to undertake to submit to the Company and prior to commencing operations under the present agreement, evidence of all the relevant authorizations, licenses and consents that he or she possesses.

15.2 Ensure the partner also represents that he or she has the full right, power as well as authority to enter into and be bound by the terms and conditions of this agreement and to perform his or her obligations under this agreement, without the approval or consent of any other party.

15.3 Once the partner confirms that he or she has, prior to execution of this agreement and fairly disclosed to the Company all information such as including without limitation, geography of leads, channels, any material information relating to its regulatory standing and details of any material difficulties previously encountered by him or her in the provision to introduced Clients of such or similar services as those anticipated in this agreement by which may reasonably be considered material to the Company in deciding whether to deal with the partner and or any potential Client or in determining the basis on which Company services should be provided.

15.4 However the partner confirms that all information and/or documentation supplied by him or her to the Company including, without limitation, information relating to any prospective Client or Client, geography of leads, Channels which is true, complete and accurate in all material respects and the Partner will advise the Company forth-with of any material change to the information previously provided.

In addition to, the partner undertakes to provide any further information and/or documentation as required by the Company from time to time.

16. Severability

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

17. Task & Assignment

17.1 In addition to the Company may at any time assign to a third party any or all of its rights, benefits or obligations under this agreement or the performance of the entire agreement subject to providing at least five business days with prior written notice to the partner. This may be done, without limitation, in the event of merger or acquisition of the Company with a third party, reorganization of the Company, upcoming winding up of the Company, or sale or transfer of all or part of the business or the assets of the Company to a third party.

17.2 It is also agreed and understood that in the event of transfer, assignment or novation as described in the present paragraph, the Company shall have the right to disclose and or transfer all partner related information including without limitation personal data, recording, correspondence, due diligence and identification documents, files and records etc. transfer the partner account and any money maintained in such partner account.

However the partner may not transfer, assign, charge, novation or otherwise transfer or purport to do so the partner's rights or obligations under the agreement without prior written consent of the Company.

18. No Relinquishment, No Waiver

18.1 In addition to neither failure to exercise, nor any delay in the exercise, by either party to this agreement of any right, power or privilege or remedy under this agreement shall impair or privilege or remedy or operate as a waiver of such right or power.

19. Becoming an IB Partner(s)

If you want to make money without executing direct trades, you may find success as an introducing broker (IB) with AVFX Capital like an Affiliate Marketer you know, an introducing broker partners with an actual brokerage.

19.1 If the Client(s) is interested to become an Introducing Broker (IB) Partner with AVFX Capital, a minimum deposit of \$500 required or \$500 should be available in the existing live trading account to qualify as an IB with the company.

19.2 However, it is ensured that, the Client's IB trading account will be verified as per the company norms and provisions. Once the IB account has been verified, then company will give you a green signal to continue as IB Partner with AVFX capital.

20. Others

20.1 In addition to, nothing in this agreement is projected to, or shall be deemed to establish any partnership or joint venture between the Company and the partner, constitute either the Company or the partner an agent of each other or of any other third party, nor authorize the partner to make or enter into any commitments for and on behalf of the Company.

20.2 However, all rights and remedies provided to the Company under the agreement are aggregate and are not exclusive of any rights or remedies provided by the applicable law.

20.3 In this agreement any dispute or claim or including non-contractual disputes or claims, arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law. The partner hereby permanently agrees that the courts have exclusive jurisdiction and accordingly submits to the jurisdiction of the courts in relation to any matter arising in connection with this agreement.

20.4 Finally in addition to, in the event of any dispute between the partner and any prospective client and or introduced client and or client or in the event of suspicion by the Company of any fraudulent or illegal activities involving the partner the Company retains the right to block any amount of money in any of the partner accounts or any of the accounts maintained in the name of the partner as a client with the Company.

----- **End of Partnership Agreement** -----