



AFFILIATE AGREEMENT

Vantage International Group Limited T/A Vantage Partners

Company No. 12071654

Address: 130 Old Street, London, EC1V 9BD, UK

Website: www.vantagefx.co.uk/partnership | Email: partnership@vantagefx.co.uk



Your consent to the terms of this agreement ("Agreement") with Vantage International Group Limited ("Vantage Partners") is signified by clicking the box entitled "I have read and agreed to the Affiliation Agreement" in our partner application form.

IF YOU DO NOT WISH TO ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT PROMOTE THE SITE(S).

1 INTRODUCTION

- 1.1 This Affiliate Partnership Agreement (hereinafter referred to as the "Agreement") is entered by and between Vantage International Group Limited (hereinafter referred to as "Vantage Partners"), registered in the United Kingdom with Registered No. 12071654, operating under the tradename "Vantage Partners" and the Affiliate. Vantage Partners and the Affiliate may sometimes be referred to herein as the "Parties".
- 1.2 Vantage Partners has been appointed by Vantage to provide online marketing, advertising and promotional services regarding Vantage Products and Services (www.vantagefx.com, www.vantagefx.co.uk, and www.vantagefx.com.au).
- 1.3 This Agreement governs the contractual relationship between the Affiliate and Vantage Partners, by which the Affiliate can, subject to the present terms and conditions, be remunerated for introducing Qualified Traders to Vantage by promoting Vantage's Products and Services (hereinafter referred to as the "Services").
- 1.4 The Affiliate, if required under any applicable laws and regulations, is solely responsible to ensure that he/she is registered as an Affiliate, or do any other things which authorize the Affiliate to provide the Services.
- 1.5 Where the Affiliate requires a licence, permission, consent or other authorisation to provide the Services in any jurisdiction, it must at all times obtain and maintain the relevant licence, permission, consent or authorisation in the applicable jurisdiction to provide the Services.
- 1.6 This Agreement does not constitute an authorisation by Vantage Partners or the Companies for the Affiliate to provide financial services under their Licence(s).

2 INTERPRETATION OF TERMS

- 2.1 For the purposes of the present Agreement, the following terms shall be interpreted as follows:

"Active Trader" means any Trader who has been a Qualified Trader as per the provisions of this Agreement and as per Appendix A.

"Account(s)" means any trading account opened with Vantage.

"Affiliate" means whether an individual or a company, acting in the course of business and engaged in advertising and marketing activities (promotion of Vantage brand online, use of Vantage websites as a portal for displaying promotional and advertising content, hosting of marketing material and direction of the web-traffic to the Vantage websites, an increase of the online profile of Vantage through search engine optimization and performance of any other similar (with the abovementioned) activity) who may, at any time under the terms of this Agreement, introduce Prospective Clients or Qualifying Traders to Vantage for transactions in CFDs, foreign currencies, commodities, futures and derivatives.

"Affiliate Portal" means the secure account Affiliate interface area (or backend) on Vantage Partners website where all Affiliates login in order to view all their data, get Affiliate links, view statistics, complete or update their payment profile and access promotional tools.

"Affiliate Partner Link" means the unique link and/or personalized ID which is used to identify Affiliate activities and introduced Qualifying Traders.

"AFSL" means an Australian financial services licence issued under the *Corporations Act 2001 (Cth)*.

"Agreement/Contract" means this Affiliate Program Agreement including any addendums or appendices.

"Business Day" means a day on which banks are open for business in London but excludes Saturday, Sunday and any other day which is a legal holiday in London.

"Client" means any person, whether an individual and/or a company who has been or is being referred by the Affiliate to the Company and with whom the Company enters into a Client Agreement.

"Compensation" has the meaning in clause 7 and the compensation, charges and other rates applicable to this Agreement determined and expressed within Appendix A.



“CPA” means the fixed cost per acquisition available to an Affiliate per Qualified Trader, subject to fulfilment of the KPIs during the Qualifying Period.

“Electronic Message” means email, SMS, fax or any other electronic means of communication.

“Force Majeure Event” has the meaning as set out in clause 15.

“Fraud Traffic” means any traffic generated through illegal means or in bad faith to defraud the Vantage Partners and/or Vantage, regardless of whether or not it actually causes harm. Fraud Traffic includes, but is not limited to, spam, false advertising, deposits generated by stolen credit cards, credit card fraud and/or chargebacks, collusion, manipulation of the service, system, bonuses or promotions, offers to share the Affiliate fee directly or indirectly with Prospective Clients or Traders, and any other unauthorized use of any third-party accounts, copyrights or trademarks.

“Vantage” or “Company” shall mean one of the following entities: Vantage Global Limited - authorised and regulated by the VFSC under Section 4 of the Financial Dealers Licensing Act [CAP 70] (registration number 700271) and is registered at 1st Floor, Icount Building, Kumul Highway, Port Vila, Vanuatu, Vantage International Group Limited trading - authorised and regulated by the Cayman Islands Monetary Authority (CIMA), Securities Investment Business Law (SIBL) number 1383491 and is registered at Artemis House, 67 Fort St, PO Box 2775, Grand Cayman KY1-1111, Vantage Global Prime LLP – authorised and regulated by the Financial Conduct Authority, Company No. OC376560 and is registered at 7 Bell Yard, London, WC2A 2JR, United Kingdom, and Vantage Global Prime Pty Ltd - regulated by the Australian Securities and Investments Commission (ASIC), AFSL no. 429801 and is registered at level 29, 31 Market St, Sydney, New South Wales, 2000, Australia.

“Vantage Partners” means Vantage International Group Limited, operating under the trading name Vantage Partners.

“Vantage Partners website” means www.vantagefx.co.uk/partnership

“Vantage Products and Services” means all and any trading financial instruments offered by Vantage, including but not limited to contracts-for-difference (“CFDs”) on foreign exchange, commodities, spot metals, shares, indices and on other and any other asset as stated on Vantage’s websites www.vantagefx.com, www.vantagefx.co.uk, and www.vantagefx.com.au.

“Intellectual Property Rights” means patents, rights on inventions, copyrights and related rights, moral rights, trademarks, trade names and domain names, website content, rights in design, and computer software, database right and other similar or equivalent rights whether registered or not.

“KPIs” shall mean the Key Performance Indicators based on the minimum amount of deposit(s) and volume traded by a Qualified Trader in his/her Account(s) as determined by each level within Appendix A.

“Level” means the category of CPA compensation based on the number of Active Traders.

“Licence” means any licence, permission, consent or other authorisation held by Vantage to provide the Vantage Products and Services.

“Links” means any hypertext links (either a banner or text link) obtained from “My Banners” & “Referral Links” sections available within the Introducer’s Portal that provide further access to Vantage’s webpage used to identify Introducer activities, including Active Clients introduced by the Introducer.

“Non-Qualified Trader” means any Trader who is not a Qualified Trader.

“Operative Agreements” means the agreements entered into by the Client and Vantage that govern all trading activity of the Client with Vantage. Operative Agreements consist of the legal documents found on the legal documents page of Vantage and may be amended from time to time.

“Promotional Material” means promotional, advertising, communication and educational materials that relate to Vantage, their products and services or relates to the introduction of a Prospective Client or a Transaction in an existing Client’s Account, and were provided to an Affiliate for the purpose of the present Agreement or made by an Affiliate with the prior written consent of the Companies or Vantage Partners. Promotional materials include, but is not limited to, published written texts, images, SMS, training materials, logos, banners, promo links, trade names, trademarks, including, without limitation any promotional marketing giveaways and/or similar promotions.

“Prospective Client” means any person, whether an individual or a company who has been or is been referred by the Affiliate to the Company.

“Qualified Trader” means any Trader who meets during the Qualifying Period the KPIs as per Appendix A.

“Qualifying Period” means twelve calendar months from when a Client was referred to Vantage by the Affiliate.



“**Trader**” means an individual or a company, acting as a Client, who has registered through an Affiliate link, completed the Vantage registration procedure, has been approved by Vantage, has funded their Trader’s account and performed trading activity (i.e. opened or closed a position of at least 1 micro lot) within the Qualifying Period.

“**Transaction**” means any contract or transaction entered into or executed by the Client or on behalf of the Client arising under the Operative Agreements.

“**USD**” means US dollars.

“**Written Notice**” has the meaning set out in clause 8.

3 COMMENCEMENT

3.1 This Agreement commences from the date the Affiliate’s application is accepted and the Affiliate being granted access to the Affiliate Portal and continues unless terminated in accordance with this Agreement.

4 AFFILIATE’S PARTICIPATION CONDITIONS

4.1 In order for an Affiliate to be considered by Vantage Partners for participation in the Affiliate Program, the Affiliate must:

- a) complete and submit the online application/questionnaire www.vantagefx.co.uk/partnership and read and accept online the present Agreement.
- b) provide proof of identity documentation(s) such as government-issued proof of identity document i.e. passport, national identity card, or driver’s license, proof of residential address prior to being accepted as an Affiliate and any other document or information required by Vantage Partners. If the Affiliate is a company or a legal entity, it must provide:
 - i. Copy of Certificate of Incorporation;
 - ii. Certificate of good standing or other proof of registered address of the company;
 - iii. Proof of identity and proof of address of directors;
 - iv. Proof of identity and proof of address of other authorised representatives in case he/she will deal with Vantage Partners and/or Vantage on behalf of the entity;
 - v. Proof of identity and proof of address of all ultimate beneficial owner/shareholders (25% or more) prior to being accepted as an Affiliate; and
 - vi. Any other document or information required by Vantage Partners.

4.2 The Affiliate represents that he or she has the full right, power, and 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. If the Affiliate is a company then the person agreeing to this Agreement on behalf of that company hereby represents and warrants that he or she is authorized and lawfully able to bind that company to this Agreement and that the company has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other third party.

4.3 The Affiliate represents and warrants that it is qualified under any applicable law, regulation or directive to provide the Services or offer Vantage Products and Services and that all actions that will be performed by the Affiliate will comply with the applicable law, regulation and directive. The Affiliate hereby acknowledges that it is solely responsible for being up-to-date on all matters that are related to the applicable laws, regulations and directives.

4.4 Vantage Partners will assess the Affiliate’s application in good faith and will notify the Affiliate of Vantage Partners’ acceptance or rejection in a timely manner. If the Affiliate’s application is rejected, for any reason, the Affiliate may reapply only once the Affiliate has rectified the issues which lead to such rejection.

4.5 Once the Affiliate’s application has been accepted, the Affiliate will be granted access to the secure Affiliate Portal. From this Affiliate Portal, the Affiliate shall be able to access information with regards to the Affiliate’s performance and commissions.

4.6 Where requested by Vantage Partners from time to time, the Affiliate must immediately provide to Vantage Partners sufficient proof of identity documentation and where applicable proof of address.

4.7 The Affiliate upon request by Vantage Partners or Vantage from time to time must provide true and complete information about the Affiliate and/or the Affiliate’s activities, blogs, websites, social media profiles and any other information directly and/or indirectly related to the terms of the Agreement and notify Vantage Partners promptly in case of any changes.

4.8 The Affiliate upon commencement of this Agreement or as a request by Vantage Partners from time to time must immediately provide to Vantage Partners sufficient proof of ownership of an Affiliate’s blog, website and/or social media profile.



- 4.9 The Affiliate will maintain in force all necessary registrations, authorizations, consents and licenses to enable it to provide the Services, fulfil its obligations under this Agreement and fully comply with all applicable laws, regulations and directives (including but not limited to financial services regulations, data protection, trademark, copyright and anti-spamming rules) applicable to the Affiliate or to the jurisdiction in which the Affiliate is resident or carries on business.
- 4.10 The Affiliate confirms and understands that it will not be entitled to receive any type of compensation when this results from or is in connection with the Affiliate's trading activity with Vantage.
- 4.11 To promote and market the Vantage Products and Services, the Affiliate must use only the Promotional Material provided by Vantage Partners or Vantage. In cases of Promotional Material being prepared by the Affiliate, the Affiliate will provide these Promotional Materials to Vantage and/or Vantage Partners and will obtain the prior written approval of Vantage and/or Vantage Partners before the use of such Promotional Materials. Once Promotional Materials which have been prepared by an Affiliate are submitted to Vantage Partners or Vantage for approval, they become the property of the entity to whom the Affiliate submits the Promotional Materials. Promotional Materials, including website landing pages and other materials prepared by an Affiliate in the performance of this Agreement, must only be used for the purposes set out in this Agreement, only after Vantage Partners or Vantage has granted written approval, and must contain the Affiliate's logo and a disclaimer that states the following:
- "All materials are prepared by the Affiliate and Vantage International Group Limited (Company registration no. 12071654) (Vantage Partners) and/or any entity that trades under the "Vantage" trademark, brand or logo, bear no responsibility regarding the provided information and/or materials. All claims should be addressed to the Affiliate. All rights of Vantage Partners and other entities that trade under the "Vantage" trademark, brand or logo are reserved and the "Vantage" trademark, brand or logo cannot be used without the prior written consent of Vantage Partners or the owners of those trademarks, brands or logos."*
- 4.12 To perform the Services described in this Agreement, the Affiliate will bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities relating to the Services.
- 4.13 The Affiliate's websites, blogs, social media profiles and/or any other websites associated with the Affiliate may be monitored or reviewed by Vantage Partners or Vantage as deemed necessary to ensure that:
- it is up-to-date and to notify the Affiliate of any instructions which the Affiliate is obliged to follow and/or comply with;
 - it contains relevant Promotional Materials;
 - it does not breach Intellectual Property Rights and other proprietary rights of Vantage Partners and/or Vantage;
 - the Promotional Material is clear, fair and not misleading; and
 - it complies with the provisions of this Agreement and with all applicable laws, regulations or directives.
- 4.14 The Affiliate will provide all necessary website raw data files and access to websites, blogs, social media profiles or any other websites associated with the Affiliate for the purposes set out in clause 4.13. This shall include the accounts change history where necessary. Access will be provided within 24 hours of any request.
- 4.15 Any Promotional Material developed or created by Vantage Partners and/or Vantage and placed or used by the Affiliate, is owned by Vantage Partners and/or Vantage and, except for the purpose of this Agreement, must not be used by the Affiliate solely or in conjunction with any third party, without the prior written consent of the Company. Vantage Partners and/or Vantage. The Company, Vantage Partners and/or Vantage can withdraw its approval of use of the Affiliate's Links or require from time to time that an Affiliate make changes to the placement of any Promotional Material to:
- Ensuring the Affiliate's website and/or social network have a link directing Prospective Clients to the Vantage Partner and/or the Vantage websites;
 - Ensuring the Company's logo, brand name, banners or information is only provided to Prospective Clients with the prior written approval of Vantage Partners and/or Vantage;
 - Ensuring the placement of the Promotional Material in an obvious location on the Affiliate's website and includes the name of the Company along with the name of Vantage Partners and Services to be provided; or
 - Any other reason considered necessary by the Company, Vantage Partners and/or Vantage
- 4.16 While this Agreement is in force, the Affiliate must at all times act in good faith and must not make any false and/or misleading representations or statements with respect to Vantage Partners, Vantage, the Affiliate Program and/or Vantage Products and Services and/or engage in any other practice which may adversely affect the image, credibility or the reputation of Vantage Partners and/or Vantage.



- 4.17 The Affiliate undertakes not to take and/or assist and/or cause due to any act or omission, directly and/or indirectly to Vantage Partners and/or Vantage and/or Vantage Products and Services the following:
- a) using any website for unlawful activities, or having any content on his or her website, that is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third-party rights and shall not link to any such material; and/or
 - b) violating any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about Vantage Partners and/or Vantage activities and business; and/ or
 - c) downloading or accessing software that potentially enables the diversion of commission from other Affiliates in this Affiliate Program.
- 4.18 Without prejudice to the foregoing, Vantage Partners or Vantage will not be responsible and the Affiliate shall bear sole responsibility for any unlawful and/or illegal acts and/or omissions, including but not limited to, using another person's copyright material or other intellectual property in violation of any applicable laws, regulations, directives or any third-party rights.
- 4.19 Vantage Partners reserves the right at its absolute discretion to terminate this Agreement and the Affiliate's participation in the Affiliate Program and/or remove a Client from the Affiliate for the purpose of calculating Compensation with immediate effect in the event Vantage Partners and/or Vantage suspect that the Affiliate and/or any of his/hers Clients commits any fraud in the use of and/or abuse of the Affiliate Program and/or any attempt of collusion and/or manipulation and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or breach of the terms and conditions of this Agreement and/or breach any applicable laws, regulations or directives. In the event that Vantage Partners terminates this Agreement because of a breach this clause, Vantage Partners will not be liable to the Affiliate for any commissions resulting from such fraud, breach or abuse detected and/or suspected.
- 4.20 The Affiliate acknowledges and accepts that it is prohibited from using the Promotional Material and/or any other information provided by Vantage Partners and/or Vantage Partners in order to encourage users of its websites, blogs or social media accounts or any Prospective Clients of Vantage to transfer or provide access to the Affiliate the Prospective Client's or Client's funds, permit the Affiliate to trade on behalf of the Prospective Client or offer in any way investment advisory services. Vantage Partners and/or Vantage can monitor and seek verification from the Affiliate to ensure the Affiliate does not engage in any activities contemplated by this clause. If requested, the Affiliate agrees to any necessary monitoring and to provide and necessary verification within 24 hours of the request.
- 4.21 The Affiliate must not transmit to or in any way, whether directly or indirectly, expose Vantage Partners' or the Vantage websites, content, platforms and property to any computer virus or other similarly harmful or malicious material, virus or device.
- 4.22 The Affiliate must not cause or assist by any act or omission in the creation or design of any website, which explicitly or impliedly resembles Vantage Partner's website and/or the Vantage websites and/or leads customers to believe the Affiliate is Vantage Partners or Vantage or any other affiliated business.
- 4.23 The Affiliate will promptly inform Vantage Partners of any information or acts of a third party that has become known to the Affiliate that could potentially harm Vantage Partners and/or Vantage and/or Vantage Products and Services and/or their reputation in any way and manner.
- 4.24 The Affiliate cannot use or register a domain name or utilize through any search engine activity within any territory, keywords, search terms or any other brand identifiers for its activities with the name of Vantage, Vantage Partners or any other similar words or phrases which may be confused with the main brand of Vantage and/or Vantage Partners without the prior written consent of the Vantage or Vantage Partners.
- 4.25 Vantage Partners reserves the right to request that the Affiliate provide it, Vantage or any relevant authorities direct read-only access to an Affiliate's paid search account for the purposes of monitoring keyword activity and the change history of an account at any time. Where access is requested, it will be provided within 48 hours of such request. Access will be granted to Vantage Partners, Vantage and/or the relevant authorities in relation to all relevant data, books and/or premises of the Affiliate.
- 4.26 Notwithstanding any other term of this Agreement, the Affiliate will not introduce to Vantage Partners and/or Vantage Prospective Clients from jurisdictions to which Vantage Partners and/or Vantage are not permitted to offer or provide Vantage Products and Services including in the USA, the Democratic Republic of Korea, Iran and any other jurisdictions that are listed on the FAQ section of the Vantage website. For clarity, Vantage Global Prime Pty Ltd does not accept applications from Prospective Clients that reside outside of Australia.
- 4.27 The Affiliate and its representatives will comply with applicable laws, regulations or directives in the provision of the Services.



4.28

4.29 Where an Affiliate breaches this Agreement including but not limited to clause 4.20, Vantage Partners will have the right to terminate this Agreement and inform Prospective Clients, Clients and Traders referred by the Affiliate of such termination.

4.30 Vantage Partners will have the right to maintain records of an Affiliate's activities and any Prospective Clients or Traders they have referred under this Agreement and the Affiliate will, at their own cost, provide such records and/or reports to Vantage Partners and/or Vantage on a monthly basis or as otherwise agreed between Vantage and the Affiliate.

4.31 The Affiliate must establish, implement and maintain adequate contingency plans for disaster recovery and periodic testing of backup facilities, where this is necessary.

5 REFERRAL ACTIVITY WITH AN AUSTRALIAN LINK

5.1 The Affiliate will comply at all times with all Australian laws when providing the Services with an Australian Link.

5.2 For the purpose of this clause 5, the Affiliate's Services has an Australian Link if:

- a) Any Electronic Message they send in connection with providing the Services originates from Australia;
- b) The Affiliate is physically located in Australia when any Electronic Message is sent;
- c) The computer, server or device of any Vantage Prospective Client that is used to access the Electronic Message is located in Australia;
- d) The Affiliate carries on a business in Australia when providing the Services; or
- e) The Affiliate induces Vantage Prospective Clients that are located in Australia to acquire Vantage Partners Product and Services.

5.3 Without limiting clause 5.1, the Affiliate will not provide the Services where an Australian Link exists unless they:

- a) hold an AFSL;
- b) are an authorised representative of an AFSL holder;
- c) satisfy Vantage Partners, to its reasonable satisfaction, that another exemption applies from the holding of an AFSL; or
- d) satisfy Vantage Partners, to its reasonable satisfaction, that will not provide Financial Services.

5.4 For the purpose of clause 5.3, "**Financial Services**" has the same meaning as in section 766A of the *Corporations Act 2001 (Cth)*.

5.5 Where the Affiliate sends an Electronic Message with an Australian Link in connection with providing the Services, each message must contain the following information:

- a) clear and accurate identification of the Affiliate who sent the message;
- b) accurate information about how the recipient can contact the sender;
- c) a clear and conspicuous method of the opting-out (unsubscribe) from receipt of any further messages.

6 MONITORING, ATTESTATIONS AND AUDIT

6.1 Vantage Partners reserves the right for it or Vantage to regularly monitor the Affiliate's activities to ensure compliance with this Agreement and any applicable laws, regulations and directives. Vantage Partners or Vantage may request access to any websites, blogs, social media accounts or any other information, data or accounts, in whatever format, in connection with this Agreement. Where such a request is made, the Affiliate will provide all necessary information and access within 48 hours of the request.

6.2 Vantage Partners or Vantage will have the right to direct the Affiliate to obtain and provide it with a report, prepared by a suitably qualified person as nominated by the Vantage Partners or Vantage, regarding the Affiliate's compliance with this Agreement or any applicable laws, regulations and directives. The costs associated with the preparation of such a report will be borne solely by the Affiliate. The terms of any such review or audit must be agreed to by Vantage Partners or Vantage.

6.3 Prior to the payment of any Compensation under clause 7, Vantage Partners may require the Affiliate to provide Vantage Partners with a signed attestation in the form required by Vantage Partners regarding the Affiliate's compliance with the Agreement and any applicable laws, regulations and directives.

7 COMPENSATION

7.1 The Affiliate's compensation is calculated and paid subject to the terms in Appendix A, which may be amended from time to time at Vantage's Partners absolute and sole discretion by giving at least 7 Business Days prior Written Notice. The Affiliate may terminate this Agreement if they do not agree to the changes in calculating compensation.

7.2 In addition to amounts payable in accordance with clauses 7.1, Vantage Partners may pay to the Affiliate a monthly compensation if the Affiliate meets the conditions in Appendix A.



- 7.3 Compensation will be paid monthly in arrears, subject to compliance by the Affiliate with the terms of this Agreement.
- 7.4 Compensation will be paid within 15 days of the end of each calendar month, provided that the Affiliate's commission balance is over USD 1,000. If the commission balance is less than USD 1,000 for a given month, the balance will be carried over and added to the commission entitlement for the following month. We reserve the right to void your commission entitlement and/or terminate this Agreement under clause 7 if your carried-over commission balance fails to reach USD 1,000 within 6 consecutive calendar months.
- 7.5 Vantage Partners will pay commissions to the Affiliate into the account registered by the Affiliate in the Affiliate Portal. The Affiliate acknowledges and agrees that it must at Vantage Partners' discretion, provide sufficient evidence to verify that the bank account or destination account is held under the Affiliate's name. Vantage Partners will not be liable for any delays if the Affiliate has not registered any account details, registered incorrect account details or failed to provide proof of bank account ownership.
- 7.6 Without prejudice to the foregoing, Vantage Partners has the right to do one or more of the following;
- a) not to pay to the Affiliate the Compensation under this clause;
 - b) cancel any accrued commission entitlements;
 - c) amend the terms of Appendix A and/or the terms of this Agreement;
 - d) close any Affiliate account with immediate effect; and
 - e) terminate the Agreement,
- if Vantage Partners or Vantage is of the reasonable opinion that:
- f) any of the transactions entered into or executed by the Trader under the Operative Agreements, are being opened and closed just for the benefit of earning compensation for the Affiliate (often referred to as "churning");
 - g) the Affiliate has engaged in any form of abuse, market abuse or market manipulation;
 - h) the Affiliate has acted dishonestly towards a Trader or a Prospective Client;
 - i) the traffic referred by the Affiliate constitutes Fraud Traffic; or
 - j) the Affiliate has breached any term of this Agreement.
- 7.7 In the event that an Affiliate refers 5 or less Qualified Traders on any given month, Vantage Partners has the right to deduct up to 50% of the commission benefit that the Affiliate is entitled to under this Agreement.
- 7.8 If churning occurs, Vantage Partners reserves the right to charge a fee to the Introducer equivalent to the amounts earned from churning.
- 7.9 The Introducer acknowledges it is not entitled to earn Introducer's compensation from trading on his/her own personal Trading Account.
- 7.10 Removal/Transfer of Traders:
- a) Whereas a Trader has communicated to Vantage that he/she wishes to be removed, unlinked or unassigned from an Affiliate, the Affiliate will, from the date of that communication, cease earning any commission benefits and Vantage Partners will cease paying the Affiliate any Compensation and the Affiliate will have no further rights in respect of the unlinked Trader. Under no circumstances will Vantage Partners or Vantage be liable for any consequences of any such unlinking of a Trader from an Affiliate and/or the transfer of a Trader to another Affiliate.
 - b) In the event a Trader is transferred to another Affiliate during the Qualifying Period, Vantage Partners shall at its absolute discretion, determine whether any compensation regarding the Qualifying Period shall be paid and/or to which Affiliate.
 - c) In the event of a transfer from one Affiliate to another, the Qualifying Period shall not recommence.
 - d) Where Vantage Partners or Vantage is of the reasonable opinion that suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity relating to the removal and/or transfer of Trader(s) between Affiliates exists, Vantage Partners will be entitled to take any action in its sole and absolute discretion that it considers appropriate, including but not limited to cancelling any accrued commission benefits, non-payment of any compensation and/or termination of this Agreement.

8 WRITTEN NOTICE

- 8.1 Unless the contrary is specifically provided in this Agreement, any Written Notice under this Agreement may be made or given by any of the following means:
- a) email;
 - b) published on the Vantage Partner's website, the Vantage websites or within the Affiliate Portal.



8.2 The Affiliate warrants that all contact information disclosed to the Company or Vantage Partners in accordance with this Agreement is true, correct and accurate. Any attempt by the Company or Vantage Partners to contact the Affiliate unsuccessfully due to incorrect communication information provided (e.g. postal address, email address or fax numbers) by the Affiliate, may result in the immediate suspension and/or termination of the Agreement by Vantage Partners.

8.3 Any Written Notice is deemed to have been served:

- a) if sent by email, within one hour after emailing it; or
- b) if published on the Vantage Partners website or Vantage websites or within the Affiliate Portal, within one hour after it has been posted.

9 AMENDMENT AND TERMINATION

9.1 The Affiliate acknowledges that Vantage Partners and/or Vantage has the unilateral right to modify the terms of this Agreement including any Addendum or Appendices by giving the Affiliate at least 3 Business Days Written Notice.

9.2 The Affiliate may terminate this Agreement with immediate effect by giving Written Notice to Vantage Partners.

9.3 Vantage Partners may terminate this Agreement with immediate effect by giving a Written Notice to the Affiliate.

9.4 Upon termination of the Agreement, the Affiliate is obliged to return to Vantage Partners and/or Vantage any Promotional Material and the Affiliate will withdraw such Promotional Material.

9.5 Termination of this Agreement will have the effect of cancelling any accrued commission benefits with immediate effect. Any such termination, however, will not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination.

10 LIMITATIONS OF LIABILITY AND INDEMNITY

10.1 To the extent permitted at law, Vantage Partners and/or Vantage will not be liable to the Affiliate with respect to this Agreement in contract, negligence, tort, strict liability, or any other legal or equitable principles for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits or lost business) even if Vantage Partners has been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this Agreement, in no event will Vantage Partners' cumulative liability to the Affiliate arising out of or related to this Agreement, whether based in contract, negligence, strict liability, tort or any other legal or equitable principles, exceed the Compensation payable to the Affiliate under this Agreement.

10.2 Vantage Partners makes no express or implied representations or warranties regarding Vantage Partners' service and website or the products or services provided therein, any implied warranties of Vantage Partners ability, fitness for a particular purpose, and non-infringement are expressly disclaimed and excluded. In addition, Vantage Partners makes no representation that the operation of Vantage Partners site or the Vantage site shall be uninterrupted or error-free, and we shall not be liable for the consequences of any interruptions or errors.

10.3 The Affiliate hereby agrees to indemnify and hold harmless Vantage Partners and/or Vantage, their subsidiaries and Affiliates, directors, officers, employees, agents, shareholders, partners, members, and other owners, against (i) any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of the breach of the Terms and Conditions of the present Agreement and/or are based on any claim of Vantage Partners' use of the Affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the Affiliate herein, or (iii) any claim related to the Affiliate's site, including, without limitation, content therein not attributable to Vantage Partners.

11 PERSONAL DATA AND RECORDING OF TELEPHONE CALLS

11.1 Vantage Partners may process, use, store or otherwise process personal information provided by the Affiliate.

11.2 By entering into this Agreement, the Affiliate hereby consents to the transmittal and/or processing of the Affiliate's personal data within and/or outside the European Economic Area.

11.3 The Affiliate agrees that Vantage Partners may pass information about the Affiliate which the Affiliate has provided to Vantage Partners and/or to third parties in order to assist the Company and Vantage Partners to process and/or analyze the relevant information as a part of Vantage Partners fulfilling its obligations under this Agreement. Should the Affiliate be unwilling for the Company and/or Vantage Partners to transmit and/or process the Affiliate's personal data and/or such personal data to be used for such purposes, the Affiliate will give Vantage Partners Written Notice.



- 11.4 Such personal data may also be used for marketing purposes, or to conduct research for Vantage Partners or the Company or other companies in its group that may use the personal data to bring to the attention of the Affiliate products and services that may be of interest to the Affiliate. If the Affiliate does not wish the Affiliate's personal data to be held for such purposes, the Affiliate will give Vantage Partners Written Notice.
- 11.5 Telephone conversations and/or electronic communications between the Affiliate and the Vantage Partners and/or Vantage shall be recorded and/or monitored and/or processed by Vantage Partners and/or Vantage. The Affiliate, by entering into this Agreement, expressly consents to Vantage Partners recording and/or processing these telephone conversations and/or electronic communications. All instructions received by telephone shall be binding as if received in writing. Any recordings shall be and remain the sole property of the Vantage Partners and/or Vantage and shall be accepted by the Affiliate as conclusive evidence of the instructions or conversations so recorded. The Affiliate agrees that Vantage Partners and/or Vantage may deliver copies of transcripts of such recordings to any court, regulatory or government authority. A copy of the records kept in accordance with this Clause shall be provided to the Affiliate upon request and shall be kept for a period of five years and, where requested by any competent authority, for a period of up to seven years from the date of creation of the record.

12 CONSENT TO DIRECT CONTACT

- 12.1 The Affiliate expressly invites Vantage Partners and the Company, for the purposes of administering the terms of this Agreement or otherwise marketing Vantage Products and Services, from time to time, to make direct contact with the Affiliate by telephone, fax or otherwise.
- 12.2 The Affiliate consents to such communications and acknowledges that such communication would not be considered by the Affiliate as being a breach of any of the Affiliate's rights under any relevant data protection and/or privacy regulations.

13 CONFIDENTIALITY

- 13.1 All confidential information, including but not limited to, any business, technical, financial, and customer information disclosed by Vantage Partners and/or Vantage acquired by the Affiliate during negotiation or the effective term of this Agreement, shall remain the sole property of Vantage Partners. Without prejudice to the foregoing, information of confidential nature shall be treated as such provided that such information is not already in the public domain. Information of a confidential nature shall only be disclosed to any person other than an associated entity of Vantage Partners, in the following circumstances:
- a) where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over Vantage Partners or the Affiliate;
 - b) to investigate or prevent fraud or other illegal activity;
 - c) if it is in the public interest to disclose such information;
 - d) as provided in the Operative Agreements of the Company and Vantage Partners.
- 13.2 The rights granted by this section of the Agreement will be in accordance to Vantage Partners' or the Companies' Private Policy available on the website www.vantagefx.co.uk/partnership and in line with any applicable legislation and/or regulation and/or the General Data Protection Regulation 2016/679.

14 PROPRIETARY RIGHTS

- 14.1 Vantage Partners grants to the Affiliate, for the duration of this Agreement, a nonexclusive, non-transferable, revocable right to access the Vantage Partners site through the Link solely in accordance with the terms of this Agreement. This license shall be used solely in connection with the Link, and it shall extend exclusively to Promotional Material, for the sole purpose of introducing Traders and/or promoting and/or advertising Vantage Products and Services.
- 14.2 The Affiliate shall not use any Vantage Partners or Vantage Promotional Materials or proprietary materials or other intellectual property in any manner that is disparaging, misleading, obscene, or in any way detrimental to Vantage Partners and/or Vantage.
- 14.3 Vantage Partners reserve all of its rights in the materials provided and all of its other proprietary rights.
- 14.4 Vantage Partners shall be entitled to revoke this license to use the Link or the Promotional Materials at any time and at its sole discretion.
- 14.5 Any inappropriate use of the Link, text, banners, trademarks, trade names, service marks and other intellectual property or other advertisements not expressly approved of in writing or provided by Vantage Partners may cause immediate termination of this Agreement.
- 14.6 In the event of termination of this Agreement for any reason, the Affiliate shall promptly surrender, and deliver to Vantage Partners any proprietary and/or Promotional Materials.



- 14.7 The Affiliate agrees to indemnify the Company and Vantage Partners and keep the indemnified at all times against all or any costs, claims, damages or expenses incurred, or for which they may become liable, with respect to any proprietary materials and/or intellectual property infringement claim or other claim relating to the provision of services supplied by the Affiliate to Vantage Partners during the course of this Agreement.
- 14.8 Except as permitted herein, the Affiliate will not and is not authorized to (i) use the "Vantage" trademark, name or any of Vantage's and/or Vantage Partner's other intellectual property (or any variations or misspellings thereof or other term or terms confusingly similar to any of the foregoing) (all of the foregoing, including without limitation, the "links" and the "licensed materials" of Vantage and/or Vantage Partners, without Vantage Partners' express prior written permission; (ii) use of Vantage's and or Vantage's Partner's IP address in a domain or website name, in any bids for keywords or google AdWords (or similar programs at other search engines), in any search engine advertising (paid or otherwise), in any metatags, google AdWords (or similar programs at other search engines), key words, advertising, search terms, code, or otherwise; (iii) cause or create or act in any way that causes or creates or could cause or create any "initial interest confusion" over the use of Vantage's and or Vantage's Partner's IP on the internet or in any search engine advertising.
- 14.9 Such use of Vantage's and or Vantage's Partner's IP rights in any manner, other than as expressly permitted herein (in addition to being a breach of this agreement) shall constitute an unlawful infringement of Vantage's and or Vantage's Partner's trademarks, copyrights or other intellectual property rights, and may subject the Affiliate to claims for damages (including without limitation, treble damages for knowing or willful infringement), and the obligation to pay any legal fees and costs in connection with any action or proceeding in which Vantage Partners and/or Vantage seek to enforce their rights under this agreement or with regard to any of our intellectual property rights.
- 14.10 The Affiliates is hereby deprived of any right to use "Vantage" as the part of or a sole word while registering domain names or as the part of or a sole word while taking nickname in any social network and/or from any other unauthorized usage of "Vantage" for personal needs and not related to this Agreement. Also, it is prohibited without Vantage Partners and/or the Companies written approval to use Vantage's registered trademarks, trade names, service mark, copyright, license, intellectual property, and other proprietary information.

15 FORCE MAJEURE

- 15.1 Vantage Partners shall not be liable for the non-performance or improper performance of its obligations under this Agreement, should Vantage Partners be prevented from or is unable to do so due to a Force Majeure Event.
- 15.2 A Force Majeure Event is defined to include (but is not limited to) any Government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; Labour disputes not including disputes involving the Company's workforce; discontinuance or suspension of the operation of any market; failure of communication for any reason with market makers, mal-functioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the trading platform(s); Any other extreme event beyond the reasonable control of the Company which may suddenly or drastically affect the prices in any underlying asset / market as well as any other event, act and/or circumstances that shall have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within the Vantage Partners' reasonable control, and the effect of that event(s) is such that Vantage Partner is not in a position to take any reasonable action to prevent.
- 15.3 If Vantage Partners determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) Vantage Partners may without prior Written Notice and at any time take or omit to take all such actions as Vantage Partners deem to be reasonably appropriate in these circumstances.

16 DISPUTE RESOLUTION

- 16.1 The parties further agree that they will use the following procedure to identify and resolve disputes between them:
- either party may identify a dispute by sending a dispute notice to the other party in accordance with clause 8 ;
 - following the receipt of a dispute notice by a party to this Agreement ("Dispute Date"), the parties will consult in good faith in an attempt to resolve the dispute in a timely manner, including without limitation, by exchanging any relevant information and by identifying and using any agreed process which can be applied to the subject of the dispute or, where no such agreed process exists or the parties agree that such agreed process would be unsuitable, determining and applying a resolution method for the dispute; and
 - with respect to any dispute that is not resolved within 5 Business Days of the Dispute Date, refer issues internally to appropriate senior members of staff of such party or of its Affiliate, adviser or agent in addition to actions under (b) immediately above (including actions under any agreed process identified and used under (b) immediately above) and to the extent such referral has not occurred as a result of action under (b) immediately above (including any agreed process).



17 MISCELLANEOUS

- 17.1 In the event that a situation arises, that is not covered under this Agreement, Vantage Partners will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 17.2 No single or partial exercise of, or failure, or delay in exercising any right, power, or remedy (under these terms or at law) by Vantage Partners shall constitute a waiver by Vantage Partners of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under this Agreement or at law.
- 17.3 Any liability of the Affiliate to Vantage Partners under this Agreement may in whole or in part be released, compounded, compromised or postponed by Vantage Partners in their absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by Vantage Partners of a breach of any of the terms of this Agreement or of default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by Vantage Partners of a breach of any of the terms of this Agreement or a default under these terms shall not prevent Vantage Partners from subsequently requiring compliance with the waived obligation.
- 17.4 The rights and remedies provided to Vantage Partners under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 17.5 Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Affiliate and Vantage Partners and/or Vantage.
- 17.6 The Affiliate shall not represent itself as an agent of Vantage Partners or the Company and the Affiliate shall have no authority or power to bind Vantage Partners or the Company or to contract in the name of or create a liability against any of these.
- 17.7 The Affiliate agrees to inform Vantage Partners and/or Vantage about all facts and circumstances, he/she becomes aware of, that may result in undesired consequences (risks) for the Company or Vantage Partners.
- 17.8 The Affiliate agrees that Vantage Partners can assign, novate or transfer the benefit and burden of this Agreement to a third party in whole or in part, provided that such third party agrees to abide by the terms of this Agreement. Such assignment, novation or transfer will come into effect 10 Business Days following the day the Affiliate is deemed to have received Written Notice of the assignment, novation or transfer in accordance with this Agreement.
- 17.9 The Affiliate may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Affiliate's rights or obligations under this Agreement without the prior written consent of Vantage Partners and any purported assignment, charge or transfer in violation of this term shall be void.
- 17.10 If any term of this Agreement (or any part of the term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.
- 17.11 This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.
- 17.12 With respect to any proceedings, the Affiliate irrevocably:
- a) agrees that the courts of the United Kingdom shall have exclusive jurisdiction to determine any proceedings;
 - b) waives any objection which the Affiliate may have at any time to bring any proceedings in any such court; and
 - c) agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Affiliate.
- 17.13 This Agreement and any Addendums and Appendices referred to in it, constitute the entire agreement between parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between Parties or either of them.
- 17.14 The headings and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
- 17.15 Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.



APPENDIX A – COMPENSATION

Country Tiers	CPA Conditions	Monthly Qualified Accounts	CPA
TIER 1		01 – 29	CPA \$300
United Kingdom	- \$ 200 Minimum deposit	30 – 49	CPA \$400
	- 2 FX Lots Traded	50+	CPA \$500
TIER 2		01 – 29	CPA \$200
Hong Kong, UAE, Kuwait, Qatar, Saudi Arabia, Malaysia	- \$ 200 Minimum deposit	30 – 49	CPA \$250
	- 2 FX Lots Traded	50+	CPA \$300
TIER 2		01 – 29	CPA \$100
Taiwan, Colombia, Thailand, Mexico, South Africa, Brazil, Vietnam, Philippines, Indonesia	- \$ 200 Minimum deposit	30 – 49	CPA \$150
	- 2 FX Lots Traded	50+	CPA \$200
Other Countries	- \$ 200 Minimum deposit		CPA \$100
	- 2 FX Lots Traded		

Important Notes:

1. All amounts referred to are in United States Dollars (USD), unless stated otherwise.
2. The standard size for 01 FX lot is 100,000 units of currency.
3. For referred clients equal or greater than (≥ 30), the monthly compensation over the basis of \$300 for Tier 1, \$200 for Tier 2 and \$100 for Tier 3, will ONLY be paid if the Net Deposits for that month generated by those Qualified Traders is at least 2.5 times (2.5x) the accrued CPA payment for that month. Net Deposits means the difference between total deposits and total withdrawals in the Qualified Trader's Account.



Vantage International Group Limited T/A Vantage Partners

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