



# Limited Partner Agreement

v3.2 - 15<sup>th</sup> March 2024

[www.tradetaurex.com](http://www.tradetaurex.com)

## Limited Partner Agreement

### 1. PARTIES TO THIS AGREEMENT

- 1.1. This Limited Partner Agreement (this “Agreement”) is entered into between Zenfinex Global Limited, trading as Taurex, a company that is registered in the Republic of Seychelles under registration number 8428731-1 with a registered office at F20, 1<sup>st</sup> Floor, Eden Plaza, Eden Island, Seychelles, as party A, and
- 1.2. A natural person if he has reached legal age and possesses legal capacity, or a legal entity if such entity is duly registered and validly exists under the laws of its country of incorporation, that has opened a CPA account with Taurex and has accepted the terms and conditions of this Agreement (“you”, “your” and “Partner”), as party B.
- 1.3. The subject matter of this Agreement is the terms and conditions under which the Partner shall act as a person referring clients to Taurex for Fees payable by Taurex.
- 1.4. This Agreement shall supplement and form part of the Client Agreement.
- 1.5. As used in these terms and conditions, the reference terms “we”, “us”, “our”, “Taurex”, “Zenfinex”, and the “Company” shall mean Zenfinex Global Limited, and any of its designated and permitted successors and assigns.
- 1.6. As used in these terms and conditions, the reference terms “you”, “your” and “Partner” shall mean the person that applies for the Taurex Partner Program membership in accordance with these terms and conditions.
- 1.7. Taurex and Partner are hereinafter referred to, individually, as a “Party” and, collectively, as the “Parties”.
- 1.8. By accepting this Agreement the Partner acknowledges that he has familiarized himself with its terms and conditions, which are clear and fully understood by the Partner, and that there are no circumstances impeding the acceptance of the same by the Partner.
- 1.9. Taurex shall not be responsible for Partner's activities and for any results achieved through these activities, as the Partner is neither an employee nor a representative of the Company and acts independently and on his own behalf only.

## 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

### 2.1 Partner's Rights

- 2.1.1. The Partner may open only one CPA account with the Company.
- 2.1.2. The Partner may post, on internet resources, links to the Company's website (including referral links) as well as banners and other promotional material provided by the Company.
- 2.1.3. The Partner may not submit a claim to the Company if the claim relates to a trading operation of a client referred by the Partner. Any trading operation related matter may be referred to the Company by the client only.
- 2.1.4. The Partner has the right to submit a claim to the Company in connection with the Partner's fee payable under this Agreement.

### 2.2 Partner's Obligations

- 2.2.1. The Partner will use its best efforts to:
  - i. Promote and market the Websites, and
  - ii. Identify for Taurex prospective Leads. In no event shall the Partner engage in any marketing or promotional activity related to Taurex in any area, location, territory or jurisdiction outside of the Territory as defined by Taurex from time to time. The Partner shall bear all costs and expenses for such activities unless otherwise determined by Taurex, in its sole discretion.
- 2.2.2. The Partner shall, on his own behalf, arrange and carry on such activities that would result in the referral of new clients to the Company.
- 2.2.3. The Partner may inform potential clients of the services offered by the Company.
- 2.2.4. The Partner may not refer potential clients to the Company if the methods to be used for such referrals are not allowed by law in the Partner's country of residence.
- 2.2.5. The Partner expressly acknowledges that all the clients referred by him shall be the clients of the Company. A client may not be referred to the Company if he is:
  - i. A Partner's close relative;
  - ii. A Partner's Affiliate (if the Partner is a legal entity);
  - iii. The same person as the Partner.

- 2.2.6 Where a client has been referred in any of the cases mentioned in clause 2.2.11. or should there appear any similarities in the Partner's details and those of the Client, such person shall not be accepted by the Company.
- 2.2.7 The Partner's IP address and that of the client cannot match and will not be accepted by the Company.
- 2.2.8 Any Partner's fee payable by the Company shall be remitted to the Partner's CPA account.
- 2.2.9 The Partner SHALL NOT:
- i. Enter into any pecuniary relationships with clients (shall not accept any client money, bank cards, etc.), as operations with client money may only be transacted by the Company, except where the Company has expressly allowed the Partner, as an additional service, to arrange for Client's account to be put in funds; in which case the service shall be provided solely by the Partner and the Company shall not be responsible for any acts done or omitted to be done by the Partner in offering such a service.
  - ii. Assume any obligations on behalf of the Company or make any obligations becoming binding on the Company;
  - iii. Guarantee or promise or declare any payment under any contract and/or agreement entered into by the Company;
  - iv. Use the design or any components of the Company's website without prior consent of the Company;
  - v. Register and use any trademarks or domains that contain the Company's name or brand name, use the words/trademarks "Taurex" and/or "Zenfinex" in any way or manner whatsoever, including but not limited to the words "Taurex" and/or "Zenfinex" spelled in any possible way (including with typos, spaces, signs, symbols or in any other way). Such forbidden use of the words/trademarks "Taurex" and/or "Zenfinex" includes the use of such words/trademarks in the Taurex Partner's ads or in any part therewith, in the display URL and/or in the destination URL;
  - vi. Bid on the words/trademarks "Taurex" and/or "Zenfinex", including but not limited to the words "Zenfinex" or "Taurex" spelled in any possible way (including with typos, spaces, signs, symbols or in any other way).
- 2.2.10 The Partner SHALL NOT use any of the following methods when promoting Company's services:
- i. advertise on websites having indecent content;
  - ii. use false or distorting information with regard to services offered by the Company, or hide risks that potential clients may subject the Company to;
  - iii. pop-up or pop-down windows;

- iv. use any material or texts, published on the Company's website, on the Partner's website, but use such materials that have been expressly permitted for the purpose any type of advertisement similar to or constituting spam.

2.2.11 For every marketing and/or promotion activity involving "Pay Per Click" ("PPC") and/or Search Engine Marketing ("SEM"), the Partner shall:

- i. USE HIS OWN WEBSITE for all PPC and/or SEM campaigns. No Taurex Partner's ad or any part therewith shall lead or redirect potential clients directly to any Websites. The Taurex Partner is allowed to use the landing page provided by Taurex on his website ONLY, but in no way shall Taurex Partner use any URL containing the words "Taurex" and/or "Zenfinex";
- ii. NOT use any of Taurex's/Zenfinex's Top Level Domains (TLDs) as landing pages and/or use Taurex's/Zenfinex's landing URLs and/or use Taurex's/Zenfinex display URLs.

2.2.12 In no event shall Partner engage in any e-mail marketing or promotion with respect to Taurex, or any Taurex Related Entity except as expressly set forth in this Agreement.

In the event that Partner has an Opt-In List, the Partner may make a written request to Taurex to send emails regarding the offering of Taurex and Taurex Related Entities to the individuals on the Opt-in List. If the Company approves such request, Partner shall comply with all applicable laws, rules, regulations and directives, including but not limited to those relating to email marketing and "spamming". Without limiting the generality of the foregoing, Partner shall (a) not send any e-mail regarding Taurex and/or Taurex Related Entities to any individual or entity that has not requested such information, (b) always include "unsubscribe" information at the top and bottom of any email regarding Taurex, Taurex Related Entities and/or the Taurex platform.

## 2.3 Unauthorized & Prohibited Marketing Activities

2.3.1 In addition to the restrictions of Section 2.1 above, the Partner SHALL NOT:

- i. Engage in any fax, broadcast or telemarketing and any other offline marketing methods with respect to Taurex, Taurex Related Entities and/or the Taurex Platform,
- ii. Use Malware and/or Spyware techniques and/or Pier to Pier (P2P) distribution methods and/or Paid to Click (PTC) networks and/or doorway pages opening Taurex website inside an iframe and/or use any other aggressive advertising or marketing methods in any of its dealings relating to Taurex, Taurex Related Entities and/or to the Taurex Trading Platform, (c) make any false, misleading or disparaging representations or statements with respect to Taurex, Taurex Related Entities or the Taurex Trading platform or (d) engage in any other practices which may affect adversely the credibility or reputation of Taurex, Taurex Related Entities or the Taurex Trading platform, including but not limited to, using any Website in any manner, or having any content on any Website, that (i) promotes sexually explicit

materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities or (ii) violates any intellectual property or other proprietary rights of any third party.

- 2.3.2 The list of methods mentioned in clauses 2.3.1.i. and 2.3.1.ii. are not exhaustive. The Company may at its sole discretion determine other methods that the Partner should avoid in the client referral process.
- 2.3.3 To avoid unfair competition it is forbidden to transfer clients between partners. Any requests of similar nature would be reviewed in accordance with the internal policies of the Company. The Company takes a decision at the sole discretion, without being obliged to provide to the Partner with any explanation or justification.
- 2.3.4 It is forbidden to transfer clients between CPA account and IB account. Any requests of similar nature would be reviewed in accordance with the internal policies of the Company. The Company takes a decision at the sole discretion, without being obliged to provide to the Partner with any explanation or justification.
- 2.3.5 Whereas a referred client has communicated to the Company that he/she wishes to be removed and/or unlinked from the Partner, the Company shall from the date of that communication, cease paying the Partner any compensation and the Partner shall have no further rights in respect of the unlinked client. Under no circumstances shall the Company be liable for any consequences of any such removal from the Partner.

## 2.4 Taurex's Obligations

- 2.4.1 The Company shall register the Back Office for and open trading accounts to clients referred by the Partner under the standard conditions contained in the Client Agreement unless the terms and conditions of this Agreement provide for the contrary.
- 2.4.2 The Company shall pay the fee to the Partner on such terms and conditions as provided in the Commission Plan, viewable on the Partner's CPA account.

## 3 TERMS OF PAYMENT

- 3.1. The Partner shall be entitled to receive the Fees designated in the account of the Partner on the computerized systems of Taurex (the "Fees" and/or "Partner Fees"). Company shall pay the Fees to the Partner in accordance with the Commission Plan applicable to the present Agreement.
- 3.2. The Fees referred to in clause 3.1 above shall be the only type of payment the Partner is entitled to under this Agreement; the Partner shall not contemplate any other form of fee unless the Parties have agreed otherwise in writing.
- 3.3. The Fee shall be paid to the Partner's CPA account which is associated with the Partner's Referral Link.

- 3.4. The Partner's Fees shall be paid within fifteen (15) working days after the end of each calendar month.
- 3.5. All payments are subject to risk analysis considerations and Anti-Money Laundering procedures. Taurex reserves the right to demand and receive information about any Lead and to assess the competency of such Lead for payments. Taurex reserves the right to modify the Fee structure and/or the payment terms at any time upon reasonable advance notice to the Partner.
- 3.6. For avoidance of doubt, the Partner will not be entitled to Fees under the following circumstances:
  - 3.6.1. Revenues generated from traders that have been solicited outside the Territory.
  - 3.6.2. Revenues generated from trading accounts that Taurex has reason to believe are owned and/or managed by the Partner without explicit written approval of Taurex and following the provision of all the documentation required by Taurex.
  - 3.6.3. In cases where Taurex has reason to believe that the Taurex Partner business practice abuses the Taurex Partner program. What constitutes abuse shall be determined by Taurex in its sole and absolute discretion in accordance with the "Market Abuse" clause contained within Taurex's Client Agreement. Abuse includes but is not limited to the following actions: scalping, insider trading, swap-free abuse, spoofing, churning and arbitrage.
  - 3.6.4. For the avoidance of doubt, it is clarified that any Lead that already deposited funds into any account with Taurex and/or its Partners and that thereafter made additional deposits into any account (including new account) opened with Taurex and/or its Partners, shall not be considered as FTD Lead with respect to any deposit of funds which is not the first deposit.
- 3.7. Where the Partner has been found in breach of the terms and conditions of this Agreement, the Company may withhold, partially or in full, the fee earned by the Partner during such breach. The Partner shall have 3 business days from receipt of Company's notice to this effect to rectify his breach failing which the Company may proceed with the action described in this clause.
- 3.8. Where any Client referred by the Partner submits a claim relating to an order in respect of which the Partner's fee has been paid and this order is being cancelled, or where a referred client's order has to be cancelled by the Company due to the terms and conditions of the Client Agreement, the Company reserves the right not to pay any fee to the Partner in respect to such order.
- 3.9. The Company does not act as a tax agent for the Partner. Parties' income and other tax duties or obligations shall be their own responsibility.
- 3.10. The Company reserves the right to change the fee plan at any time and at its sole and absolute discretion, by sending such Affiliate a notice to such effect by e-mail or via the official website of the Company.

- 3.11. The Company reserves the right not to pay to the Partner the fee as per the Commission Plan in case the Company is of the reasonable opinion that any of the transactions entered into or executed by the Trader under the Client Agreement, are being opened and closed just for the benefit of earning fee for the Partner (often referred to as “churning”).
- 3.12. The Company reserves the right not to pay any fee to the Partner in case the Referred Client has not completed the requirements in accordance with clause 14 of the present Agreement within the Qualifying Period.
- 3.13. The Company reserves the right not to pay to the Partner the fee as per the Commission Plan in case the Company is of the reasonable opinion that the Partner is seen in fraud.

#### 4. SETTLEMENT OF DISPUTES

- 4.1. All disputes and claims between the Parties shall be settled by way of negotiations or correspondence.
- 4.2. Any claims being submitted by the Partner shall be considered by the Company if sent solely from the Partner’s e-mail address specified in his Back Office to [support@tradetaurex.com](mailto:support@tradetaurex.com). Claims submitted in any other way (via public forums, phone, Skype, etc.) shall not be considered.
- 4.3. A claim shall be accepted for consideration if submitted within 10 business days from the date on which the dispute arose.
- 4.4. The claim shall contain:
- i. The Partner’s name and surname;
  - ii. Partner’s CPA account number;
  - iii. Time and date when the dispute arose;
  - iv. Claim description, including where possible screenshots or other supporting information.
- 4.5. No claim shall be accepted by the Company for consideration if the claim does not comply with any of the following clauses: 4.2, 4.3, 4.4.
- 4.6. The Company shall notify the Partner of the commencement of consideration of the claim within 5 working days of receipt thereof.
- 4.7. The time required for consideration of the claim by the Company shall not exceed a period of 20 working days from the date of commencement of consideration of the claim.
- 4.8. Where the Company may request additional information and/or documents for the purpose of reviewing the Partner’s claim, the time for consideration of the claim shall start to count from the date of receipt by the Company of all necessary information and/or documents from the Partner.



4.9. In the event that the dispute has been resolved positively for the Partner, the Company shall act on the decision taken in the shortest time possible.

4.10. No claims for moral damages or loss of profit shall be accepted by the Company.

## 5. TERMINATION

5.1. Either party shall be entitled to terminate this Agreement at any time by giving a 30-day written notice, except for the provisions of the clauses below.

5.2. Taurex may terminate this Agreement at any time, with or without cause, effective immediately upon notice to the Partner if Partner violated any of the terms of this Agreement.

5.3. **Consequences of Termination.** Upon expiration or termination of this Agreement: (a) each Party shall return to the other Party all property of the other Party in its possession or control (including all Creative and all Confidential Information); (b) the Partner shall immediately cease displaying any Creative on any Website or otherwise and (c) all rights granted to the Partner hereunder will immediately cease.

## 6. PROPRIETARY RIGHTS

6.1. **Proprietary Rights of Taurex.** As between the Partner and Taurex, the Creative, all demographic and other information relating to Leads, Prospective Partners and Partners, the Platforms and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual or other property used by or on behalf of Taurex or otherwise related to the Taurex Trading Platform, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, "Taurex Property") shall be and remain the sole and exclusive property of Taurex. To the extent, if any, that ownership of any Taurex Property does not automatically vest in Taurex by virtue of this Agreement, or otherwise, the Taurex Partner hereby transfers and assigns to Taurex, upon the creation thereof, all rights, title and interest the Taurex Partner may have in and to such Taurex Property, including the right to sue and recover for past, present and future violations thereof.

6.2. **Forex/CFDs Marketing Materials.** During the term of this Agreement, Taurex hereby grants to Partner a limited, revocable, non-exclusive and non-transferable license to display the Forex marketing materials, solely as necessary to perform Partner's obligations under this Agreement. Partner acknowledges and agrees that:

- i. It will use the Forex marketing materials only as permitted hereunder;
- ii. It will use the Forex Marketing materials in a lawful manner and in strict compliance with all format(s), guidelines, standards and other requirements prescribed by Taurex;
- iii. The Forex marketing materials are and shall remain the sole property of Taurex;

- iv. Nothing in this Agreement shall confer in the Partner any right of ownership in the Forex marketing materials and all use thereof by the Partner shall inure to the benefit of Taurex; and
- v. The Taurex Partner shall not, now or in the future, contest the validity of any Forex Mark or use any term or mark confusingly similar to any Forex Marketing material.

## 7. COMPLIANCE

- 7.1. The Partner acknowledges that the Company may be required by a regulator or other government authority to comply with certain requirements that may impact on the provision of the relevant services to the Partner, including requirements on the Company (i) to obtain any acknowledgement, confirmation, understanding or other comfort from, (ii) to impose any obligation on or (iii) to be otherwise responsible for any action or inaction taken by, any partner to which it provides the relevant services (such requirements or obligations, the “Relevant Partner Requirements”). Therefore, the Partner agrees that:
  - 7.1.1. it shall comply with any and all Relevant Partner Requirements as if any obligation that is meant to require the Company to do or refrain from doing or to be otherwise responsible for, anything in respect of a partner to which it provides the relevant services was a direct obligation on the Company to do or refrain from doing or to be otherwise responsible for, that thing; and
  - 7.1.2. it shall not take any action or inaction that may cause the Company to be in breach or non-compliance with any Relevant Partner Requirements.
  - 7.1.3. The Partner acknowledges and agrees that it alone shall be responsible for familiarising itself with the Relevant Partner Requirements as stated in this Agreement and as may be published from time to time by the Company.
- 7.2. The Partner shall provide the Company with, or procure that the Company be provided with, such co-operation and such information as required under the Agreement or as is otherwise reasonably requested by the Company and within the reasonably specified timeframe, including co-operation and information that would enable the Company to (i) meet any requirements or obligations under applicable Laws, including but not limited to those relating to affiliates, anti-money laundering, counter-terrorist financing, sanctions, financial promotions, and financial crimes, (ii) perform the Agreement, and/or (iii) comply with any other requirements imposed or otherwise issued by any regulator or government institution.
- 7.3. As part of the Company’s efforts to ensure compliance with Relevant Partner Requirements or legal requirements relating to anti-money laundering, counter-terrorist financing, sanctions, financial promotions, and financial crimes, upon prior notification to the Partner, to the extent that such notice can be provided without breaching any applicable laws, the Company shall be entitled to limit, suspend the provision of any service to the Partner and withhold any relevant amounts due and payable to the Partner hereunder, if:
  - 7.3.1. The Company reasonably suspects that the Partner or, if applicable, any of the Partner’s beneficial owners, shareholders, officials or authorised persons are involved in money laundering or terrorist financing, sanctions breaches or other criminal activity, or the

Company reasonably determines that it is unable to perform due diligence measures in relation to the business relationship established hereunder after it has taken reasonable steps to do so; or

- 7.3.2. a regulator or other government authority issues a warning or in any way instructs that the services under the Agreement be stopped, suspended, limited.
- 7.4. Unless any applicable laws, any regulator, or other government authority require otherwise, the withholding under clause 7.3 of the amounts due and payable to the Partner shall cease immediately when the grounds for withholding have ceased.
- 7.5. The Company shall be entitled to limit or suspend any service under this Agreement, in whole or in part, where the Company is dependent on a third party to provide the service and the third party limits or suspends any such service or where the Company reasonably determines necessary to comply with applicable law or regulations. The Company shall notify the Partner of such limitation or suspension as soon as practicable.

## 8. CONFIDENTIALITY

- 8.1. Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations hereunder. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than:
  - 8.1.1. by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations hereunder, who each shall treat such Confidential Information as provided herein; or
  - 8.1.2. as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement. Confidential Information shall not include any information which is:
  - 8.1.3. in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information;
  - 8.1.4. is independently developed by the non-disclosing Party without breaching any provisions of this Agreement;
  - 8.1.5. is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of this Agreement.

## 9. DISCLAIMER OF WARRANTY

- 9.1. Taurex makes no warranties hereunder, and Taurex expressly disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Taurex further disclaims all representations and warranties, express or implied, that the platforms do not infringe or otherwise violate any

intellectual property or other proprietary right of any third party in any jurisdiction, including, but not limited to, the territory.

- 9.2. The Partner understands and agrees that the platforms may not satisfy all of the leads' requirements and may not be uninterrupted or error-free.

## 10. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 10.1. **Limitation of Liability.** Taurex shall have no liability with respect to the platforms or its obligations under this agreement or otherwise for any indirect, consequential, exemplary, special, incidental or punitive damages even if Taurex has been advised of the possibility of such damages. In any event, Taurex's liability to the Partner under this agreement for any reason will be limited to the amounts paid to the Partner by Taurex during the month immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts.
- 10.2. **Taurex Partner Indemnification.** The Taurex Partner agrees to indemnify, defend and hold harmless Taurex and any Taurex Related Entities and the directors, officers, employees, subcontractors and agents thereof (collectively, the "Indemnified Party"), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon or arises out of: (a) the Taurex Partner's breach of any representation, warranty, obligation or covenant under this Agreement; (b) the Taurex Partner's gross negligence or willful misconduct; or (c) any warranty, condition, representation, indemnity or guarantee relating to Taurex and Taurex Related Entities granted by the Taurex Partner to any Lead, Prospective Partner or other third party.
- 10.3. **Notice of Indemnification.** In claiming any indemnification hereunder, the Indemnified Party shall promptly provide the Taurex Partner with written notice of any claim which the Indemnified Party believes falls within the scope of the foregoing paragraphs. The Indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that the Taurex Partner shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party's written consent, which shall not be unreasonably withheld.

## 11. NON-EXCLUSIVE REMEDIES

In the event (a) Partner markets or promotes Taurex and/or any Taurex Related Entity that promotes the Taurex platform to any person or entity outside of the Territory or (b) of any breach or threatened breach of any provision of Sections 2.2. and/or 2.3 above, in addition to all other rights and remedies available to Taurex under this Agreement and under applicable law, Taurex shall have the right to (i) immediately enjoin all such activity, without the necessity of showing damages or posting bond or other security, (ii) immediately terminate this Agreement and the Partner's engagement hereunder, (iii) receive a prompt refund of all amounts paid to the Partner hereunder and (iv) be indemnified for any losses, damages or liability incurred by Taurex in connection with such violation, in accordance with the provisions of Section 10 above.

## 12. DEFINITIONS AND INTERPRETATIONS

**Confidential Information** shall include, but shall not be limited to, any and all information associated with the other Party's business and not publicly known, including, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs, and other unpublished financial information, business plans and marketing data and all such information, is confidential and proprietary information, whether or not marked as confidential or proprietary.

**Control** means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of another, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

**Cost Per Acquisition (CPA)** shall mean the fixed Cost per Acquisition available to the Partner per Qualified Trader, subject to fulfilment of the conditions mentioned in Appendix A of the present Agreement.

**Creative Material** shall mean any marketing and/or promotional materials relating to Taurex and/or Taurex brands that are promoted by Taurex and Taurex Related Entities as Taurex deems necessary or appropriate.

**Fee** shall mean a payment made by the Company to the Partner in respect of trading operations executed by a Client referred by the Partner under the terms and conditions of this Agreement and the Partner Program.

**First Time Deposit (FTD)** the first deposit made by the Referred Client. Determine the CPA fee size of the partner.

**Lot** means the standard lot size set by Taurex.

**Malware and Spyware.** Relates to the use of pop-up banners that hide banners that are displayed on a website, the placement of icons beside keywords found in text that if clicked will take the visitor to another website, and other similar practices.

**Names and Trademarks.** Any names and/or trademarks or any other protected marks associated with Taurex, Zenfinex and Taurex Trading Platform.

**Partner** is a natural person or legal entity that has entered into this Agreement with the Company and acts in the Company's interests as an Affiliate.

**Qualified Trader** is any trader (Referred Client) who meets during the Qualifying Period the requirements as per clause 14 below herein and has never had a live trading account with the Company before.

**Qualifying Period** is a period of six months starting from the day of a Qualifying Trader's first time deposit in his/her Account.

**Referred Client** is a natural person or legal entity that has registered with the Company.

**Related Entity/Entities.** Any entity that, directly or indirectly, controls, is controlled by, or is under common control with, Taurex.

**Round Turn** means the opening and closing of a position.

**Taurex Portal** refers to “MyTaurex”, which is the secure online platform operated by Taurex, where Clients can register, submit application forms, and manage their Profile with the Company, including deposits and withdrawals, electronically.

**Territory.** Any area, location, territory or jurisdiction as defined by Taurex from time to time and subject to the terms of use of the Taurex Platform. The definition of Territory under this agreement excludes U.S.A., Canada, Belgium, or any other country or jurisdiction where the distribution or use of Taurex’s services would be contrary to local law or regulation and countries where Taurex is unable to conduct business due to regulatory or legal reasons.

**Taurex Trading Platform** (“the Platform”) refers to the software platform downloadable and/or non-downloadable platform from the Taurex website and any associated websites (“the Websites”).

**Websites.** Any Taurex Trading Platform on websites that are managed by a Taurex Partner.

**Working (business) days** are days on which the Company is open for business, i.e. Monday to Friday, and exclude official holidays and weekends.

## 13. GENERAL PROVISIONS

- 13.1. **Force Majeure.** If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated hereunder and/or the failure or refusal of a government agency to issue a license required for any performance pursuant to this Agreement), labour disputes, act of God or any cause beyond the reasonable control of that Party, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.
- 13.2. **Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 13.3. **Notice.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered personally or by e-mail to the Party to which the same is directed; (b) two (2) business days after deposit with an internationally recognized



commercial overnight courier service, with written verification of receipt; or (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the respective addresses of the Parties as set forth on the Registration Page.

- 13.4. **No Waiver.** The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.
- 13.5. **Entire Agreement.** This Agreement, including all Exhibits hereto, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein. Neither Party shall be bound by, and each Party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered by the other Party in any correspondence or other document, unless the Party to be bound thereby specifically agrees to such provision in writing.
- 13.6. **Amendments and Modifications.** No amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both Parties.
- 13.7. **Assignment.** All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and to their respective heirs, successors, assigns and legal representatives. The Taurex Partner shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, to any third party without Taurex's prior written consent, to be given or withheld in Taurex's sole discretion.
- 13.8. **Applicable Laws.** This Agreement shall be governed, construed and enforced in accordance with the laws of England and Wales. Each Party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to this Agreement may be brought and prosecuted only in a court of law in England and Wales, and by execution of this Agreement each Party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum. Taurex reserves the right to take legal action before the court/s of the Taurex Partner's domicile or before any other competent court in any other jurisdiction in which case Maltese law will still apply.
- 13.9. **Partial Invalidity.** If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.
- 13.10. **Survival.** Sections 6 through 13 shall survive the termination or expiration of this Agreement.
- 13.11. **Compliance with Laws.** In addition to, and without limiting the provisions of this Agreement, the Partner shall perform its obligations hereunder in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules and regulations.

**13.12. Partner Duty to Inform.** The Partner shall promptly inform Taurex of any information known to the Partner related to any Leads, Prospective Partners that could reasonably lead to a claim, demand or liability of or against Taurex and/or the Taurex Related Entities by any third party.

## 14. COMMERCIAL TERMS AND FEES

**Fees.** All Fees payable to the Partner will be calculated according to the Cost Per Account (“CPA”) Commission Plan, viewable on the Taurex Portal. To be eligible for payment, Partner must satisfy the Qualified Client criteria.

**14.1. Qualified Clients.** A Qualified Client is a client that meets all of the following criteria:

- i. Has been appropriately verified, and approved for a live trading account with Taurex, in accordance with Taurex’s Terms and Conditions; and
- ii. Has made a minimum initial deposit of 100 United States Dollars (USD) to their trading account with Taurex; and
- iii. Has been introduced by the Partner; and

**14.2.** If the criteria contained in sections 14.1.i. to 14.1.iii. above have not been achieved within 6 months of the account having been confirmed in writing by Taurex as opened and ready to deposit funds (the “Account Approval Date”), then Partner will forego the right to all Fees and other remuneration for introducing that client.

**14.3.** Taurex shall not pay a Fee to the Partner for existing clients or clients that open more than one account. Only one account is permitted per household.

## 15. PAYMENT

**15.1.** Fees for those deemed as Qualified Clients will be remunerated to Partner on a monthly basis by the fifteenth (15<sup>th</sup>) day following month end.

**15.2.** If the Commission Plan is changed during a period of payment, Taurex shall pay the Partner according to the new Commission Plan on a pro rata basis, beginning on the date when the new Affiliate Commission Structure went into effect. Payments for activities due before the the new Commission Plan came into effect shall be paid in accordance with the terms of that older structure.



IN WITNESS WHEREOF, the parties have agreed this Partner Agreement to be executed as of the date of the Partner's acceptance onto the Taurex Affiliate Program.

**Zenfinex Global Limited**