

taurex

Affiliate Partnership Agreement

V5 – 10th December 2025

By ticking the acceptance box during registration, you agree to be bound by these Terms and Conditions. If you do not agree, you must not register or act as an Affiliate for Taurex.

1. INTRODUCTION

- 1.1. This Affiliate Partnership Agreement (hereinafter referred to as the **“Agreement”**) is entered by and between Taurex Global Limited, trading under the business name **“Taurex”**, (hereinafter referred to as **“we”**, **“us”**, **“our”**, **“Taurex”** or **“the Company”**). Taurex is a licensed Securities Dealer regulated by the Financial Services Authority (**“FSA”**) under the Securities Act, 2007 (License No. SD092), registered in the Republic of Seychelles under registration number 8428731-1 with registered office at F20, 1st 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 **“Affiliate”**), as party B.
- 1.3. Taurex and the Affiliate may sometimes be referred to herein as the **“Parties”**.
- 1.4. As used in these terms and conditions, the reference terms **“we”**, **“us”**, **“our”**, **“Taurex”**, and the **“Company”** shall mean Taurex Global Limited, and any of its designated and permitted successors and assigns.
- 1.5. The Affiliate has been appointed by Taurex to provide online marketing, advertising and promotional services regarding Taurex products and Services and websites, including content on <https://www.tradetaurex.com/>.
- 1.6. This Agreement governs the contractual relationship between the Affiliate and Taurex, by which the Affiliate can, subject to the present terms and conditions, be remunerated for introducing Qualified Traders to Taurex by promoting Taurex’s products and Services.
- 1.7. This Agreement shall supplement and form part of the Taurex Client Agreement and Operative Agreements, which are viewable at <https://www.tradetaurex.com/>

- 1.8. **By creating a CPA (Cost Per Acquisition) Account with Taurex and participating in any promotional activities, including but not limited to the promotion of Taurex’s websites, platforms, products, or marketing materials, the Affiliate expressly acknowledges that they have read, understood, and agreed to be bound by the terms and conditions set forth in this Affiliate Partnership Agreement, as may be amended from time to time. If the Affiliate does not agree to these terms, they must refrain from creating a CPA Account or engaging in any promotional activities on behalf of Taurex.**
- 1.9. Taurex shall not be responsible for the Affiliate’s activities and for any results achieved through these activities, as the Affiliate is neither an employee nor a representative of the Company and acts independently and on his own behalf only.
- 1.10. 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 authorise the Affiliate to provide the Services. Where the Affiliate requires a license, permission, consent or other authorisation to provide the Services in any jurisdiction, it must at all times obtain and maintain the relevant license, permission, consent or authorisation in the applicable jurisdiction to provide the Services.
- 1.11. This Agreement does not constitute an authorisation by Taurex for the Affiliate to provide financial services under their license(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 Schedule A.

“Account(s)” means any trading account or CPA account opened with Taurex by the Affiliate or the Clients, as applicable.

“Affiliate” means whether an individual or a company, acting in the course of business and engaged in advertising and marketing activities (including but not limited to: the promotion of the Taurex brand online, use of Taurex websites as a portal for displaying promotional and advertising content, hosting of marketing material and direction of the web-traffic to the Taurex websites, an increase of the online profile of Taurex through search engine optimization and performance of any other similar activity) who may, at any time under the terms of this Agreement, introduce Clients or Qualifying Traders to Taurex for transactions in CFDs, foreign currencies, commodities, futures and derivatives.

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

“Affiliate Portal” means the secure Account Affiliate interface area (“CELLXPRT”) on Taurex’s 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.

“Agreement/Contract” means this Affiliate Partnership Agreement including any addendums or appendices.

“Business Day” means a day on which banks are open for business in the Republic of Seychelles but excludes Saturday, Sunday and any other day which is a legal holiday in the Republic of Seychelles.

“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 4 and the compensation, charges and other rates applicable to this Agreement determined and expressed within Schedule 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.

“Data Protection Laws” refers to the EU General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”), and any other applicable national implementing legislation or regulation.

“Electronic Message” means email, SMS, fax, social media, WhatsApp, Telegram, Teams, Skype or any other electronic means of communication.

“Force Majeure Event” has the meaning as set out in clause 22.

“Fraud Traffic” means any traffic generated through illegal means or in bad faith to defraud Taurex and/or its affiliates or assigns, 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 Clients or Traders, and any other unauthorised use of any third-party Accounts, copyrights or trademarks.

“FSA” means the Financial Services Authority of the Republic of Seychelles.

“FSA License” means a Financial Services Authority financial services license issued under the Securities Act, 2007.

“GDPR” refers to the EU General Data Protection Regulation (Regulation (EU) 2016/679).

“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 number of deposit(s) and volume traded by a Qualified Trader in his/her Account(s) as determined by each level within Schedule A.

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

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

“Operative Agreements” means the agreements entered into by the Client and Taurex that govern all trading activity of the Client with Taurex. Operative Agreements consist of the legal documents found on the legal documents page of Taurex and may be amended from time to time, including but not limited to the Taurex Client Agreement, Privacy Policy, and Website Terms and Conditions.

“Promotional Material” means promotional, advertising, communication and educational materials that relate to Taurex, Taurex’s products and Services or relates to the introduction of a Client and were provided to an Affiliate for the purpose of the present Agreement or made by an Affiliate with the prior written consent of Taurex. 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.

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

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

“Services” means all and any trading financial instruments offered by Taurex, 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 the Taurex Website at www.tradetaurex.com.

“Taurex” or “Company” shall mean Taurex Global Limited, regulated by the Financial Services Authority in Seychelles (license number SD092). Its registered office address is F20, 1st Floor, Eden Plaza, Eden Island, Seychelles, and its physical office address is Unit G, F28 Eden Plaza, Eden Island, Republic of Seychelles.

“Taurex Client Agreement” refers to the Client Agreement between Taurex Global Limited and its Clients, to which the Affiliate is also deemed to have read, understood and agreed to and which is incorporated by reference. The agreement is viewable on www.tradetaurex.com.

“Territory” means any area, location, territory or jurisdiction where the Affiliate is permitted to offer the Services, 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.

"Trader" means an individual or a company, acting as a Client, who has registered through an Affiliate Link, completed the Taurex registration procedure, has been approved by Taurex, 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.

"Website" means www.TradeTaurex.com/affiliates/

"Written Notice" has the meaning set out in clause 15.

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. COMPENSATION AND TERMS OF PAYMENT

- 4.1 The Affiliate's compensation is calculated and paid subject to the satisfaction of the KPI terms in the Schedule A, which shall be sent to the Affiliate separately and shall be viewable on the Affiliate Portal, which may be amended from time to time at Taurex's sole and absolute discretion by giving at least 2 Business Days prior Written Notice. The Affiliate may terminate this Agreement if they do not agree to the changes in calculating compensation.
- 4.2 Compensation will be paid monthly in arrears, subject to compliance by the Affiliate with the terms of this Agreement.
- 4.3 Compensation will be paid within 15 days from 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 if your carried-over commission balance fails to reach USD 1,000 within 6 consecutive calendar months.
- 4.4 Taurex 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 Taurex's discretion, provide sufficient evidence to verify that the bank Account or destination Account is held under the Affiliate's name in addition to satisfying Taurex's KYC requirements and procedures. Taurex 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.
- 4.5 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 own trading activity with Taurex. Such determination shall be made at Taurex's sole and absolute discretion.
- 4.6 The Affiliate confirms and understands that it will not be entitled to receive payment for revenues generated from traders that have been solicited outside the Territory.
- 4.7 In the event that an Affiliate refers **5 or fewer Qualified Traders** in any given month, Taurex has the right to **deduct up to 50% of the commission** benefit that the Affiliate is entitled to under this Agreement.
- 4.8 Any fee payable by the Company to the Affiliate shall be remitted to the Affiliate's CPA Account.

5. TERMINATION

- 5.1 Either party shall be entitled to terminate this Agreement at any time by giving the other ten (10) calendar days' prior written notice, subject to the provisions of the clauses below.
- 5.2 Taurex may terminate this Agreement at any time effective immediately upon notice to the Affiliate if the Affiliate has breached any of the terms of this Agreement.
- 5.3 It shall constitute a breach of this Agreement if Taurex, in its sole and absolute discretion, determines that:
- (a) any transactions entered into or executed by a Trader under the Operative Agreements are being opened or closed primarily for the purpose of generating compensation for the Affiliate (often referred to as "churning");
 - (b) the Affiliate has engaged in, facilitated, or otherwise been involved in any form of abuse, market abuse, prohibited trading practices, or market manipulation, as described in clause 14 (Market Abuse and Prohibited Trading Practices);
 - (c) any Trader or Client referred by the Affiliate has engaged in abusive, threatening, harassing, or otherwise inappropriate behaviour towards any employee, contractor, or representative of Taurex or any Taurex-related entity;
 - (d) the Affiliate has acted dishonestly, misleadingly, or in bad faith towards any Trader or Client;
 - (e) the traffic referred by the Affiliate constitutes Fraud Traffic;
 - (f) the Affiliate has breached any representation, warranty, or covenant made by it under this Agreement; or
 - (g) the Affiliate has behaved in a manner that constitutes a breach of any applicable laws and regulations, either through its actions or inaction.
- 5.4 Should Taurex terminate the agreement, Taurex shall reserve the right to do one or more of the following;
- (a) not to pay to the Affiliate the Compensation under this clause;
 - (b) set off and make appropriate deductions from the Affiliate's or their Clients' trading Accounts against amounts owed to Taurex;
 - (c) cancel any accrued commission entitlements;

(d) amend the terms of Schedule A and/or the terms of this Agreement; and/or

(e) close any Affiliate Account or Client Account with immediate effect.

6. REMOVAL / TRANSFER OF TRADERS

- 6.1 Where a Trader has communicated to Taurex that he or 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 Taurex 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 Taurex 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.
- 6.2 In the event that a Trader is transferred to another Affiliate during the Qualifying Period, Taurex shall at its absolute discretion, determine whether any compensation regarding the Qualifying Period shall be paid and/or to which Affiliate.
- 6.3 In the event of a transfer from one Affiliate to another, the Qualifying Period shall not recommence.
- 6.4 Where Taurex 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, Taurex 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.

7. AFFILIATE RIGHTS

- 7.1 The Affiliate may only open one CPA Account with the Company.
- 7.2 The Affiliate may post Affiliate Links to the Company's Website (including referral links) as well as banners and other promotional material provided by the Company.
- 7.3 The Affiliate may not submit a claim to the Company if the claim relates to the trading operation of a Client referred by the Affiliate. Any trading operation-related matter may be referred to the Company by the Client only.
- 7.4 The Affiliate has the right to submit a claim to the Company in connection with the Affiliate's fee payable under this Agreement.

8. AFFILIATE REPRESENTATIONS AND WARRANTIES

- 8.1 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 authorised 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.
- 8.2 The Affiliate represents and warrants that all actions to be performed by it under this Agreement will comply with all laws, regulations, ordinances, organisational documents or rules applicable to the Affiliate or to the jurisdiction in which the Affiliate or the Clients are resident or carry on business and that they are consistent with all laws, regulations, ordinances, organisational documents or rules of Seychelles. Where any discrepancy exists between the relevant laws, regulations, ordinances, organisational documents or rules of Seychelles and those of another jurisdiction, the laws, regulations, ordinances, organisational documents or rules of Seychelles will prevail.
- 8.3 The Affiliate represents and warrants that they will maintain in force all necessary registrations, authorisations, 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.
- 8.4 The Affiliate represents and warrants that it shall be solely responsible for its own taxes, including VAT or equivalent. Taurex may withhold taxes as required by law.

- 8.5 The Affiliate represents and warrants that it may not accept funds from the Clients but must instruct the Clients to deposit/wire transfer funds directly to Taurex's bank accounts.
- 8.6 The Affiliate undertakes not to take, assist, or cause due to any act or omission, directly and/or indirectly 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 Taurex or any third party or has defamatory or harassing and deceitful or untruthful comments and statements about Taurex's activities and business; and/ or
 - (c) downloading or accessing software that potentially enables the diversion of commission from other Affiliates in this Affiliate Program.
- 8.7 Without prejudice to the foregoing, Taurex will not be responsible, and the Affiliate represents and warrants that they 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.
- 8.8 The Affiliate represents and warrants that it will promptly inform Taurex of any information or acts of a third party that has become known to the Affiliate that could potentially harm Taurex or their reputation in any way or manner.
- 8.9 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 Taurex or any other similar words or phrases which may be confused with the main brand of Taurex without the prior written consent of Taurex.

9. AFFILIATE OBLIGATIONS

- 9.1 In order for an Affiliate to be considered by Taurex for participation in the Affiliate Program, the Affiliate must:
- (a) complete and submit the online application/questionnaire at www.TradeTaurex.com/affiliates/ and read and accept the present Agreement; and
 - (b) provide proof of identity and proof of residence documentation prior to being accepted as an Affiliate, and any other document or information required by Taurex, including but not limited to:
 - (i) Government-issued proof of identity document i.e. passport, national identity card, or driver's license; and
 - (ii) Proof of residential address.
 - (c) If the Affiliate is a company or a legal entity, it may be asked to provide the following documents, including but not limited to:
 - (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 Taurex 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 Taurex.
- 9.2 The Affiliate, upon request by Taurex 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 Taurex promptly in case of any changes.
- 9.3 Taurex will assess the Affiliate's application in good faith and will notify the Affiliate of Taurex's 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 led to such rejection.
- 9.4 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.

- 9.5 The Affiliate will use its best efforts to:
- (i) promote and market the Taurex Website; and
 - (ii) identify for Taurex prospective leads.
 - (iii) In no event shall the Affiliate 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 Affiliate shall bear all costs and expenses for such marketing and promotional activities unless otherwise agreed by Taurex in writing.
- 9.6 The Affiliate shall, on their own behalf, arrange and carry on such activities that would result in the referral of new Clients to the Company.
- 9.7 The Affiliate may inform potential Clients of the Services offered by the Company.
- 9.8 The Affiliate expressly acknowledges that all the Clients referred by the Affiliate shall be the Clients of the Company. A Client may not be referred to the Company if he is:
- (i) a close relative of the Affiliate;
 - (ii) an affiliated entity of the Affiliate (where the Affiliate is a legal entity); or
 - (iii) an alternate Account of the Affiliate.
- 9.9 Where a Client has been referred in any of the cases mentioned in clause 9.8 or should there appear any similarities in the Affiliate's details and those of the Client, such person shall not be accepted by the Company.

10. UNAUTHORISED AND PROHIBITED MARKETING ACTIVITIES

- 10.1 The Affiliate **SHALL NOT**:
- (a) 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;
 - (b) assume any obligations on behalf of the Company or make any obligations become binding on the Company;
 - (c) guarantee or promise or declare any payment under any contract and/or agreement entered into by the Company;
 - (d) use the design or any components of the Company's Website without prior consent of the Company;
 - (e) register and use any trademarks 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 Affiliate’s ads or in any part therewith, in the display URL and/or in the destination URL;

- (f) 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);
 - (g) use malware and/or spyware techniques or pier to pier distribution methods and/or paid to click networks and/or doorway pages opening the Taurex Website inside an iframe and/or use any other aggressive advertising or marketing methods in any of its dealings relating to Taurex, Taurex-affiliated entities and/or to the Taurex platform; or
 - (h) make any false and/or misleading representations or statements with respect to Taurex, the Affiliate Program and/or the Services and/or engage in any other practice which may adversely affect the image, credibility or the reputation of Taurex.
- 10.2 The Affiliate **SHALL NOT** use any of the following methods when promoting the Company’s Services:
- (a) advertise on websites having indecent content;
 - (b) use false or distorting information with regard to Services offered by the Company, or hide risks that potential clients may subject the Company to;
 - (c) pop-up or pop-down windows; and/or
 - (d) display or use any material or texts published from the Company’s Website on the Affiliate’s own website, other than approved Promotional Materials that have been expressly permitted for such purpose.

- 10.3 In no event shall Affiliate engage in any e-mail marketing or promotion with respect to Taurex, or any Taurex-affiliated entity except as expressly set forth in this Agreement.
- In the event that Affiliate has an Opt-In List, the Affiliate may make a written request to Taurex to send emails regarding the offering of Taurex’s Services to the individuals on the Opt-in List. If the Company approves such request, Affiliate 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, Affiliate shall (a) not send any e-mail regarding Taurex 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-affiliated entities and/or the Taurex platform.

11. PROMOTIONAL ACTIVITIES AND MONITORING

- 11.1 To promote and market the Services, the Affiliate must only use the Promotional Material provided by Taurex. In cases of Promotional Material being prepared by the Affiliate, the Affiliate will provide these Promotional Materials to Taurex and will obtain the prior written approval of Taurex before the use of such Promotional Materials. Once Promotional Materials which have been prepared by an Affiliate are submitted to Taurex for approval, they become the property of Taurex. 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 Taurex 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. Taurex bears no responsibility regarding the provided information and/or materials. All claims should be addressed to the Affiliate. All rights of Taurex and other entities that trade under the "Taurex" trademark, brand or logo are reserved and the "Taurex" trademark, brand or logo cannot be used without the prior written consent of Taurex or the owners of those trademarks, brands or logos."

- 11.2 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.
- 11.3 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 purpose of ensuring compliance with this Agreement. This shall include the Account's change history where necessary. Access will be provided within 48 hours of any request.
- 11.4 The Affiliate, upon commencement of this Agreement or as a request by Taurex from time to time, must immediately provide to Taurex sufficient proof of ownership of an Affiliate's blog, website and/or social media profile.
- 11.5 The Affiliate's websites, blogs, social media profiles and/or any other websites associated with the Affiliate may be monitored or reviewed by Taurex as deemed necessary to ensure that:
- (a) it is up-to-date and to notify the Affiliate of any instructions which the Affiliate is obliged to follow and/or comply with;
 - (b) it contains relevant Promotional Materials;
 - (c) it does not breach Intellectual Property Rights and other proprietary rights of Taurex and/or its affiliated entities;
 - (d) the Promotional Material is clear, fair and not misleading; and

- (e) it complies with the provisions of this Agreement and with all applicable laws, regulations or directives.
- 11.6 The Affiliate acknowledges and accepts that it is prohibited from using the Promotional Material and/or any other information provided by Taurex in order to encourage users of its websites, blogs or social media accounts or any Clients of Taurex to transfer or provide access to the Affiliate the Client's funds, permit the Affiliate to trade on behalf of the Client or offer in any way investment advisory services. Taurex can monitor and seek verification from the Affiliate to ensure the Affiliate does not engage in any activities contemplated by this clause.
- 11.7 Taurex reserves the right to request that the Affiliate provide Taurex, 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 Taurex and/or the relevant authorities in relation to all relevant data, books and/or premises of the Affiliate.
- 11.8 Any Promotional Material developed or created by Taurex and placed or used by the Affiliate, is owned by Taurex 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 Taurex. Taurex 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:
- (a) ensure the Affiliate's website and/or social network have an Affiliate Link directing Clients to the Taurex Websites;
 - (b) ensure the Company's logo, brand name, banners or information is only provided to Clients with the prior written approval of the Company;
 - (c) ensure the placement of the Promotional Material in an obvious location on the Affiliate's website and includes the name of Taurex and the Services to be provided; or
 - (d) any other reason considered necessary by the Company.
- 11.9 The Affiliate must not transmit to or in any way, whether directly or indirectly, expose the Taurex websites, content, platforms and/or property to any computer virus or other similarly harmful or malicious material, virus or device.
- 11.10 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 Taurex's Websites and/or leads customers to believe the Affiliate is Taurex or any other affiliated business.

12. PROHIBITED TERRITORIES

- 12.1 Notwithstanding any other provision of this Agreement, the Affiliate shall not, directly or indirectly, solicit, introduce, or refer any Client who is resident in, or otherwise subject to the laws or regulations of, any jurisdiction in which Taurex is not authorised or permitted to offer or provide its products or Services. Such jurisdictions include, without limitation, American Samoa, Belarus, Canada, North Korea, Northern Mariana Islands, Palestine, Puerto Rico, Russia, Ukraine, Virgin Islands (U.S.), Wallis & Futuna, Yemen and any other jurisdiction that Taurex, in its sole and absolute discretion and in accordance with its internal compliance procedures and regulatory obligations, designates as a prohibited territory.

13. MONITORING, ATTESTATIONS AND AUDIT

- 13.1 Taurex reserves the right to regularly monitor the Affiliate's activities to ensure compliance with this Agreement and any applicable laws, regulations and directives. Taurex 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.
- 13.2 Taurex will have the right to direct the Affiliate to obtain and provide Taurex with a report, prepared by a suitably qualified person as nominated by Taurex, 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 Taurex.
- 13.3 Prior to the payment of any Compensation under clause 4, Taurex may require the Affiliate to submit a signed attestation in the form required by Taurex regarding the Affiliate's compliance with the Agreement and any applicable laws, regulations and directives.

14. MARKET ABUSE AND PROHIBITED TRADING PRACTICES

- 14.1 The existence of any and all forms of market abuse and/or prohibited trading practices, including but not limited to the forms of abuse listed below, are to be determined by Taurex in its sole and absolute discretion. The Company strictly prohibits such conduct by its Clients and considers any engagement in the following activities (among others) to potentially constitute market abuse and/or prohibited trading practices:
- (a) **Scalping:** Clients are prohibited from engaging in rapid buying and selling of financial instruments within short timeframes to profit from price movements. Such practices disrupt market integrity and are considered abusive.
 - (b) **Insider Trading:** Clients are strictly forbidden from trading based on non-public, material information. Insider trading undermines market fairness and is illegal under applicable laws and regulations.

- (c) **Swap-Free Abuse:** Clients must adhere to the terms and conditions of swap-free Accounts without engaging in manipulative practices aimed at exploiting this feature for unfair advantage. Any misuse of swap-free Accounts shall be considered abusive behavior.
- (d) **Spoofing:** Clients are prohibited from placing orders with the intent to cancel them before execution to deceive other market participants. Spoofing distorts market prices and is considered market manipulation.
- (e) **Churning:** Clients are prohibited from excessive trading in their Accounts solely for the purpose of generating commissions or fees.
- (f) **Arbitrage:** Clients are prohibited from exploiting price discrepancies across different markets or platforms in a manner that undermines market integrity. This also includes but is not limited to Clients who take advantage of price movements in the market by acting in unison with other parties.

14.2 The Company reserves the right to take appropriate action, including but not limited to Account suspension, termination, correcting, recovering, and/or applying costs to any amounts generated from any form of market abuse, termination of any promotions, and legal proceedings, against any Client found to be engaging in market abuse activities. Clients and Affiliates are responsible for familiarising themselves with and complying with all relevant laws, regulations, and the Company's policies regarding market conduct.

15. WRITTEN NOTICE

15.1 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:

- (i) email;
- (ii) published on the Taurex Website or within the Affiliate Portal.

15.2 The Affiliate warrants that all contact information disclosed to the Company in accordance with this Agreement is true, correct and accurate. Any attempt by the Company 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 the Company.

15.3 Any Written Notice is deemed to have been served:

- (i) if sent by email, within one hour after emailing it; or
- (ii) if published on the Taurex Website or within the Affiliate Portal, within one hour after it has been posted.

16. LIMITATIONS OF LIABILITY AND INDEMNITY

- 16.1 To the extent permitted at law, Taurex 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 Taurex has been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this Agreement, in no event will Taurex's 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.
- 16.2 Taurex makes no express or implied representations or warranties regarding Taurex's Service and Website or the products or services provided therein, any implied warranties of Taurex's products and Services concerning their ability, fitness for a particular purpose, and noninfringement are expressly disclaimed and excluded. In addition, Taurex makes no representation that the operation of Taurex's Website shall be uninterrupted or error-free, and we shall not be liable for the consequences of any interruptions or errors.
- 16.3 The Affiliate hereby agrees to indemnify and hold harmless Taurex, 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 Affiliate's use of Taurex's 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 Taurex.
- 16.4 Each Party shall be liable for, and shall indemnify and hold harmless the other Party against, any loss, damage, cost, or expense arising from its failure to comply with applicable Data Protection Laws in connection with this Agreement.
- 17. PERSONAL DATA AND RECORDING OF TELEPHONE CALLS**
- 17.1 Taurex may use, store, or otherwise process personal information provided by the Affiliate or their Clients.
- 17.2 By entering into this Agreement, the Affiliate hereby consents to the transmission and/or processing of the Affiliate's and/or their Clients' personal data within and/or outside the European Economic Area.

- 17.3 The Affiliate agrees that Taurex may pass information about the Affiliate and/or Taurex's Clients which the Affiliate has provided to Taurex to Taurex-related entities and/or to third parties in order to enable Taurex to process and/or analyse the relevant information so that Taurex may fulfil its obligations under this Agreement.
- 17.4 Such personal data may also be used for marketing purposes, or to conduct research for Taurex or other Taurex-affiliated companies that may use the personal data to bring to the attention of the Affiliate or Client products and services that may be of interest to them, respectively. If the Affiliate or Client does not wish for their own personal data to be held for marketing purposes, the Affiliate or Client must give Taurex Written Notice to that effect.
- 17.5 Telephone conversations and/or electronic communications between the Affiliate and Taurex shall be recorded and/or monitored and/or processed by Taurex and Taurex-affiliated entities. The Affiliate, by entering into this Agreement, expressly consents to Taurex recording and/or processing these telephone conversations and/or electronic communications.
- 17.6 All instructions received by telephone shall be binding as if received in writing. Any recordings shall be and remain the sole property of Taurex and shall be accepted by the Affiliate as conclusive evidence of the instructions or conversations so recorded. The Affiliate agrees that Taurex 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 minimum period of seven (7) years from the date of creation of the record.

18. DATA PROTECTION

- 18.1 Each Party shall comply with all applicable data protection and privacy laws, including, where applicable, the EU General Data Protection (Regulation (EU) 2016/679 ("GDPR")), and any other applicable national implementing legislation or regulation ("Data Protection Laws").
- 18.2 The Parties acknowledge that, in the performance of this Agreement:
- (i) the Affiliate acts as an independent data controller in respect of any personal data it collects or processes for the purpose of referring or introducing potential Clients to Taurex; and
 - (ii) Taurex acts as an independent data controller in respect of the personal data it receives from the Affiliate and processes for Client onboarding, verification, and account management purposes.
- 18.3 Each Party shall be individually and separately responsible for its own compliance with Data Protection Laws in respect of its processing of personal data.
- 18.4 The Affiliate shall:
- (i) Collect and process personal data of prospective Clients only:

- for legitimate and lawful purposes connected with its referral activities under this Agreement; and
 - on a valid lawful basis as defined in Article 6 of the GDPR (for example, the individual's consent or the Affiliate's legitimate interest in marketing Taurex's services).
- (ii) Provide clear, transparent, and easily accessible privacy information to all individuals whose data it collects, specifying the nature and purpose of processing, the identity of Taurex as a potential data recipient, and the individuals' data protection rights.
 - (iii) Ensure that all personal data transferred or disclosed to Taurex has been collected lawfully and that such disclosure to Taurex is lawful under applicable Data Protection Laws.
 - (iv) Implement and maintain appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.
 - (v) Promptly (and in any event within 48 hours) notify Taurex in writing if it becomes aware of any personal data breach involving personal data shared or to be shared with Taurex.
 - (vi) Cooperate with Taurex in good faith to enable each Party to respond to any requests, complaints, or investigations from data subjects or supervisory authorities, to the extent relevant to the personal data shared between the Parties.

18.5 Taurex shall:

- (i) Process personal data received from the Affiliate in accordance with its own privacy policy and applicable Data Protection Laws.
- (ii) Ensure that its onward processing of such data (including verification, onboarding, and account management) is carried out on a lawful basis.
- (iii) Maintain appropriate data security measures and assist the Affiliate, where reasonably required, in demonstrating compliance with GDPR requirements relating to shared data.

18.6 If either Party transfers personal data outside of the European Economic Area, it shall ensure that such transfer is made in compliance with Chapter V of the GDPR, including (where appropriate) the use of the European Commission's Standard Contractual Clauses or other lawful transfer mechanisms.

18.7 Each Party shall designate a contact person responsible for data protection matters and shall communicate such contact details to the other Party upon request.

18.8 Each Party warrants that it shall process personal data shared or obtained under this Agreement on one or more lawful bases as set out in Article 6 of the GDPR, including (as applicable):

- (i) Performance of a contract – where processing is necessary to perform or take steps connected to this Agreement, including facilitating the introduction of potential Clients to Taurex;

- (ii) Compliance with legal obligations – where processing is necessary to meet regulatory or anti-money laundering requirements applicable to Taurex or the Affiliate; and/or
- (iii) Legitimate interests – where each Party has a legitimate interest in promoting and delivering financial services and managing their respective business relationships, provided that such interests are not overridden by the rights and freedoms of data subjects.

18.9 Where the Affiliate relies on consent as its lawful basis, the Affiliate shall ensure that such consent is freely given, informed, specific, and unambiguous, and that data subjects are provided with a clear and simple means of withdrawing consent at any time.

18.10 Each Party shall maintain appropriate documentation evidencing its lawful basis for processing and shall make such documentation available to the other Party upon reasonable request for compliance or audit purposes.

18.11 The Parties shall cooperate in good faith and provide reasonable assistance to one another in order to:

- (i) respond to any request, inquiry, or complaint received from a data subject or supervisory authority concerning the processing of personal data shared under this Agreement;
- (ii) investigate, mitigate, and notify each other of any actual or suspected personal data breach without undue delay;
- (iii) assess and, where appropriate, implement data protection impact assessments or other compliance measures relevant to the referral activities; and
- (iv) ensure the ongoing lawfulness, fairness, and transparency of data sharing between the Parties.

18.12 Where either Party receives a data subject request that relates to personal data shared between the Parties, it shall promptly notify the other Party and, where appropriate, cooperate to ensure that the request is addressed in accordance with applicable Data Protection Laws and within the statutory time limits.

18.13 Each Party agrees to designate and maintain a contact point for data protection matters and to communicate any changes to such contact details without undue delay.

19. CONSENT TO DIRECT CONTACT

19.1 Affiliate expressly invites Taurex and Taurex-affiliated entities, for the purposes of administering the terms of this Agreement or otherwise marketing Taurex products and Services, from time to time, to make direct contact with the Affiliate by telephone, fax or otherwise.

- 19.2 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.

20. CONFIDENTIALITY

- 20.1 All confidential information, including but not limited to, any business, technical, financial, and customer information disclosed by Taurex acquired by the Affiliate during negotiation or the effective term of this Agreement, shall remain the sole property of Taurex. 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 Taurex, in the following circumstances:
- (i) where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over Taurex or the Affiliate;
 - (ii) to investigate or prevent fraud or other illegal activity;
 - (iii) if it is in the public interest to disclose such information; or
 - (iv) as provided in the Operative Agreements between Taurex and the Affiliate.
- 20.2 Affiliate expressly invites Taurex and Taurex-affiliated entities, for the purposes of administering the terms of this Agreement or otherwise marketing Taurex products and Services, from time to time, to make direct contact with the Affiliate by telephone, fax or otherwise.
- 20.3 The rights granted by this section of the Agreement will be in accordance with Taurex's Privacy Policy available on the Website and in line with any applicable legislation and/or regulation and/or the General Data Protection Regulation 2016/679.

21. INTELLECTUAL PROPERTY RIGHTS AND PROPRIETARY RIGHTS

- 21.1 Taurex grants to the Affiliate, for the duration of this Agreement, a non-exclusive, non-transferable, revocable right to access the Taurex Website through the Affiliate Link solely in accordance with the terms of this Agreement. This license shall be used solely in connection with the Affiliate Link, and it shall extend exclusively to Promotional Material, for the sole purpose of introducing Traders and/or promoting and/or advertising Taurex Products and Services.
- 21.2 The Affiliate shall not use any Taurex Promotional Materials or proprietary materials or other intellectual property in any manner that is disparaging, misleading, obscene, or in any way detrimental to Taurex.
- 21.3 Taurex reserves all of its rights in the materials provided and all of its other proprietary rights.
- 21.4 Taurex shall be entitled to revoke this license to use the Affiliate Link or the Promotional Materials at any time and at its sole discretion.
- 21.5 Any inappropriate use of the Affiliate Link, text, banners, trademarks, trade names, service marks and other intellectual property or other advertisements not expressly approved of in writing or provided by Taurex may cause immediate termination of this Agreement.

- 21.6 In the event of termination of this Agreement for any reason, the Affiliate shall promptly surrender, and deliver to Taurex any proprietary and/or Promotional Materials.
- 21.7 The Affiliate agrees to indemnify Taurex 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 Taurex during the course of this Agreement.
- 21.8 Except as permitted herein, the Affiliate will not and is not authorised to (i) use the “Taurex” trademark, name or any of Taurex or Taurex-affiliated entities’ 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 “Affiliate Links” and the “licensed materials” of Taurex and Taurex-affiliated entities, without Taurex express prior written permission; (ii) use of Taurex’s or Taurex-affiliated entities’ 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), keywords, 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 Taurex’s and or Taurex-affiliated entities’ IP on the internet or in any search engine advertising.
- 21.9 Such use of Taurex’s and or Taurex-related entities’ 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 Taurex’s and or Taurex-affiliated entity’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 Taurex or Taurex-related entities seek to enforce their rights under this agreement or with regard to any of our Intellectual Property Rights.
- 21.10 The Affiliate is hereby deprived of any right to use “Taurex” 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 unauthorised usage of “Taurex” for personal needs and not related to this Agreement. Also, it is prohibited without Taurex or Taurex-related entities’ written approval to use Taurex registered trademarks, trade names, service mark, copyright, license, intellectual property, and other proprietary information.

22. FORCE MAJEURE

- 22.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) if and to the extent such failure or delay is caused by or results from events beyond the reasonable control of the affected Party. A Force Majeure Event includes without limitation any act, event or occurrence including any strike, riot or civil commotion,

terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lockouts or other event that prevents the parties from fulfilling their obligations under this Agreement.

- 22.2 The affected Party shall promptly notify the other Party in writing of the occurrence of a Force Majeure Event and its expected duration. The affected Party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable.
- 22.3 During the continuance of the Force Majeure Event, the obligations of the affected Party under this Agreement shall be suspended to the extent and for the period that such performance is prevented. The corresponding obligations of the other Party shall also be suspended to the same extent.
- 22.4 If a Force Majeure Event continues for a period exceeding 10 days, either Party may terminate this Agreement immediately upon written notice to the other Party, without liability, except for obligations accrued prior to the commencement of the Force Majeure Event.
- 22.5 If a Force Majeure Event exists (without prejudice to any other rights under this Agreement) Taurex may without prior notice and at any time take or omit to take all such actions as Taurex deems to be reasonably appropriate in these circumstances.
- 22.6 A Party shall not be excused from performance if the failure or delay was caused by its own negligence, willful misconduct, or lack of financial resources.

23. GOVERNING LAW AND DISPUTE RESOLUTION

- 23.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Seychelles.
- 23.2 With respect to any proceedings, the Affiliate irrevocably:
- (i) agrees that the courts of the Republic of Seychelles shall have exclusive jurisdiction to determine any proceedings;
 - (ii) waives any objection which the Affiliate may have at any time to bring any proceedings in any other such court; and
 - (iii) 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.
- 23.3 The parties further agree that they will use the following procedure to identify and resolve disputes between them:
- (i) either party may identify a dispute by sending a dispute notice to the other party in accordance with clause 15;

- (ii) 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
- (iii) with respect to any dispute that is not resolved within ten (10) calendar days of the Dispute Date, the issue shall be referred internally to the appropriate senior members of staff of Taurex, its related entities, or of its adviser or agent in addition to actions under (ii) immediately above (including actions under any agreed process identified).

24. MISCELLANEOUS

- 24.1 In the event that a situation arises that is not covered under this Agreement, Taurex 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.
- 24.2 No single or partial exercise of, or failure, or delay in exercising any right, power, or remedy (under these terms or at law) by Taurex shall constitute a waiver by Taurex 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.
- 24.3 Any liability of the Affiliate to Taurex under this Agreement may in whole or in part be released, compounded, compromised or postponed by Taurex in its sole and absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by Taurex 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 Taurex of a breach of any of the terms of this Agreement or a default under these terms shall not prevent Taurex from subsequently requiring compliance with the waived obligation.
- 24.4 The rights and remedies provided to Taurex under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 24.5 Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Affiliate and Taurex.
- 24.6 The Affiliate agrees that Taurex 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 ten (10) calendar days following the day that the Affiliate is deemed to have received Written Notice of the assignment, novation or transfer in accordance with this Agreement.
- 24.7 The Affiliate may not assign, charge or otherwise transfer or purport to assign, charge or transfer the Affiliate's rights or obligations under this Agreement without the prior written consent of Taurex and any purported assignment, charge or transfer in violation of this term shall be void.
- 24.8 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.

24.9 This Agreement and any Schedules, 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 the Parties.

24.10 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.

24.11 Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.

By completing the Affiliate registration process and/or introducing Clients to Taurex, the Affiliate acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions, as may be amended from time to time.