

AFFILIATE PARTNER AGREEMENT

SECTION 1: INTRODUCTION

1.1 This **Affiliate Partner Agreement ("Agreement")** is entered by and between Trading PLUS F.Z.C (hereinafter called the **"Company"**) and the company or the individual whose name and address are registered and agreed to this agreement (hereinafter called the **"Affiliate Partner"**). The Company and the Affiliate Partner shall be sometimes referred to herein as the **"Parties"**.

1.2 The Company is registered (registration number 2424169) at Meydan Grandstand, 6th Floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E.

1.3 This Agreement, as amended from time to time in accordance with clause 9, sets out the terms and conditions between the Company and the Affiliate Partner, who, acting in accordance with the laws of the jurisdiction in which the Affiliate Partner and Existing Customers are resident, will solicit customers to purchase prop fund challenge and to trade spot foreign exchange (hereinafter **"FOREX"**), **spot precious metals and Contracts for Differences (hereinafter "CFD")**, and who will introduce the said customers to the Company.

1.4 The Affiliate Partner is engaged in the business of soliciting customers in respect of financial services transactions and, if required under applicable laws and regulations, is registered as an Affiliate Partner, or in some other capacity which authorizes the Affiliate Partner to undertake and provide to the Company the services contemplated under this Agreement.

1.5 The Company will provide execution and other services relating to the financial services transactions in accordance with the terms of this Agreement.

1.6 The defined terms used in this Agreement are set out in clause 18 (**"Interpretation of Terms"**).

SECTION 2: DEFINITIONS

2.1 "Affiliate Partner" refers to any individual or business entity that has entered into this Agreement to actively promote the Company's products or services, directing potential customers or clients to the Company's website or sales team.

2.2 "Qualified Sale" denotes a verified purchase of the Company's products or services made by a customer referred by the Affiliate Partner (excluding the Affiliate Partner's own purchases), where full payment has been received and confirmed by the Company.

2.3 "Affiliate Partner Commission" is the financial reward paid by the Company to the Affiliate Partner for each verified Qualified Sale, as outlined in Exhibit A.

2.4 "Affiliate Partner Link" is a unique tracking URL assigned by the Company to the Affiliate Partner, enabling the accurate monitoring of referrals and the calculation of Affiliate Partner Commissions.

SECTION 3: DUTIES AND OBLIGATIONS

3.1 Affiliate Partner Responsibilities: The Affiliate Partner agrees to fulfil the following obligations:

- a. The Affiliate Partner commits to promoting the Company's products or services using the **Affiliate Partner Link**, ensuring full compliance with this Agreement and all relevant laws and regulations.
- b. The Affiliate Partner must not make any false, deceptive, or misleading claims about the Company's products or services.
- c. The Affiliate Partner shall utilize the **Affiliate Partner Link** in a way that upholds and enhances the Company's brand reputation and public image.
- d. Any costs incurred by the Affiliate Partner in marketing the Company's products or services and using the **Affiliate Partner Link** are the sole responsibility of the Affiliate Partner.

3.2 Company Responsibilities: The Company agrees to undertake the following obligations:

- a. The Company will supply the Affiliate Partner with a unique **Affiliate Partner Link** along with any necessary marketing materials to help effectively promote its products and services.
- b. **If required**, the Company will offer training and support to the Affiliate Partner, ensuring they have the knowledge and resources to meet their obligations under this Agreement.
- c. The Company will monitor customer referrals generated through the **Affiliate Partner Link** and accurately calculate the Affiliate Partner Commissions owed.
- d. The Company will process and disburse Affiliate Partner Commissions in accordance with the payment terms specified in Exhibit A.

SECTION 4: AFFILIATE PARTNER COMMISSIONS

4.1 Commission Structure: The Company agrees to compensate the **Affiliate Partner** with a commission for each **Qualified Sale**. The commission model—whether a fixed rate, percentage of the sale, or another structure—is specified in Exhibit A.

4.2 Payment Schedule and Timeline: The Company will issue **Affiliate Partner Commissions** for every **Qualified Sale** according to the payment terms detailed in Exhibit A.

4.3 Deductions and Adjustments: The Company reserves the right to withhold or deduct **Affiliate Partner Commissions** under specific circumstances, including but not limited to customer refunds, order cancellations, product returns, or any violation of this Agreement by the **Affiliate Partner**.

4.4 Tax Responsibilities: The **Affiliate Partner** is solely responsible for any applicable taxes related to their receipt of **Affiliate Partner Commissions**.

4.5 Dispute Resolution: If a dispute arises regarding the calculation or disbursement of **Affiliate Partner Commissions**, both parties agree to work in good faith toward a resolution. Should an internal resolution not be achieved, the matter will be settled through a mutually agreed-upon third-party mediator.

4.6 Modification of Terms: The Company reserves the right to modify the terms and conditions governing **Affiliate Partner Commissions** as outlined in Exhibit A. Any changes will be communicated with reasonable notice to the **Affiliate Partner**.

SECTION 5: CONFIDENTIALITY

5.1 Definition: "Confidential Information" means any information that a Party ("**Disclosing Party**") discloses to the other Party ("**Receiving Party**") that is either designated as confidential at the time of disclosure or should be reasonably understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information may include, but is not limited to, business plans, customer lists, financial information, marketing strategies, non-public information relating to products or services, and other proprietary information.

5.2 Non-Disclosure: The Receiving Party agrees to keep all Confidential Information strictly confidential. The Receiving Party will not disclose or make available any Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party will use the Confidential Information solely for the purpose of performing its obligations under this Agreement.

5.3 Exceptions: The obligations under this section will not apply to any Confidential Information that: was already lawfully known to the Receiving Party at the time of disclosure; is disclosed to the Receiving Party by a third party who had the right to disclose it; is publicly available through no fault of the Receiving Party; or is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

5.4 Required Disclosure: If the Receiving Party is required by law, court order, or any government or regulatory authority to disclose any of the Confidential Information, it will give the Disclosing Party prompt written notice of such requirement before the disclosure and, if possible, enough time to contest the disclosure.

5.5 Return of Confidential Information: Upon termination of this Agreement, or upon the Disclosing Party's request, the Receiving Party will return all Confidential Information and all copies, notes, or extracts thereof to the Disclosing Party unless required by law to retain it.

5.6 Continuing Obligations: The Receiving Party's obligation to protect the confidentiality of the Confidential Information will survive termination of this Agreement and continue until such time as the Confidential Information becomes public knowledge other than through the Receiving Party's breach of this Agreement.

SECTION 6: INTELLECTUAL PROPERTY

6.1 Ownership: Affiliate Partner acknowledges that the Company and its licensors own all rights, title, and interest in the service(s), product(s), and all intellectual property rights therein. Nothing in this Agreement gives Affiliate Partner any right, title, or interest in the service(s), product(s) or any associated trademarks, except the right to sell or service the service(s) or product(s) in accordance with this Agreement.

SECTION 7: TERM AND TERMINATION

7.1 **Term:** This Agreement shall commence on the date Affiliate Partner's application to be part of the Affiliate Partner program with the Company is approved and will continue indefinitely unless and until terminated by either Party.

7.2 **Termination without Cause:** Either Party may terminate this Agreement without cause upon providing prior written notice or any mean of communications to the other Party. Upon termination without cause, the terminating party is under no obligation to provide reasoning for the termination.

7.3 **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice if the other Party:

- a. Breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, unless such breach is such that it cannot be cured within thirty (30) days, in which case the breaching Party shall commence such cure promptly after receipt of such notice and continuously pursue such cure to completion.
- b. Becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, liquidation, dissolution, receivership, or similar proceeding, or otherwise ceases to do business; or
- c. Fails to comply with any applicable laws or regulations, which may harm the reputation or business of the other Party.

7.4 **Effect of Termination:** Upon termination or expiration of this Agreement for any reason:

- i. The rights granted to the Affiliate Partner under this Agreement will immediately cease.
- ii. The Affiliate Partner must promptly discontinue all promotion of the Company's products or services; and
- iii. Any fees owed to either Party at the time of termination or expiration will be paid according to the terms of this Agreement.

7.5 **Survival:** The rights and obligations of the Parties set forth in this Section 6 and any right, obligation, or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

SECTION 8: GENERAL PROVISIONS

8.1 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws where the Affiliate Partner resides or lives as a permanent resident.

8.2 **Entire Agreement:** This Agreement, including any exhibits and appendices, contains the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties with respect to the subject matter hereof.

8.3 **Amendments:** This Agreement shall be amended, modified, or supplemented by an e-mail communication by the Company to the Affiliate Partner.

8.4 **Waiver:** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver.

8.5 **Indemnification:** Each Party agrees to indemnify and hold the other harmless from any claims, losses, damages, liabilities, or expenses incurred because of the negligent or intentional acts or omissions of the indemnifying Party.

8.6 Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

8.7 **Notices:** All notices or other communications required or permitted under this Agreement must be in writing. Such notices may be delivered personally, sent by a mailing delivery service or electronic mail, if receipt of the communication is confirmed. Notices should be addressed to the relevant Party at the address outlined in this Agreement, or to any other address that the recipient Party has provided in writing to the sender. A notice will be considered effectively given at the time of personal delivery, or at the time of confirmed receipt in the case of delivery by a mailing delivery service or electronic mail.

8.8 **Independent Contractor Relationship:** It is understood that the Affiliate Partner is an independent contractor and not an agent, partner, or employee of the Company. The Affiliate Partner shall not have any authority to enter into any agreements or obligations on behalf of the Company.

8.9 **Non-Exclusivity:** The relationship between the Company and the Affiliate Partner is non-exclusive. Both Parties are free to enter into similar agreements with other parties unless otherwise specified in this Agreement.

8.10 **No Assignment:** The Affiliate Partner may not assign or transfer this Agreement, or delegate its obligations under this Agreement, without the Company's prior written consent.

8.11 **Dispute Resolution:** In the event of any dispute arising out of or related to this Agreement, the Parties agree to negotiate in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they agree to submit the dispute to mediation before resorting to litigation.

8.12 **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Exhibits Disclaimer

The following exhibits provide a range of options and template language for different **Affiliate Partner** arrangements. This general template should be tailored to suit specific business needs and reviewed by a legal professional to ensure it aligns with all necessary requirements and protections.

Additional appendices that may be included in this agreement—or referenced from the **Affiliate Partner** portal or another online source—can cover pricing details, product and service descriptions, software specifications, licensing terms, branding guidelines, territory restrictions, and sales targets.

EXHIBIT A: AFFILIATE COMMISSIONS

This Exhibit A forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit A and the terms of the Agreement, the terms of the Agreement will prevail.

This Exhibit outlines the commission structure that the Company will use to compensate the Affiliate Partner for each Qualified Sale.

Level	Jade	Sapphire	Ruby	Diamond
Commission %	8%	12%	15%	18%
Level Up	\$0 - \$999	\$1,000 - \$1,999	\$2,000 - \$5,999	\$6,000 above
Withdrawal Day	14 days	7 days	Anytime	Anytime

Commission Rate: The Affiliate Partner will earn a commission percentage based on the net sales price of each Qualified Sale.

Minimum Withdrawal Threshold: The minimum Affiliate Partner Commission balance required before a withdrawal request can be processed by the Company is \$15. If the Affiliate Partner's earnings do not meet this threshold, the commissions will accumulate until the minimum withdrawal amount is reached.

Commission Level Advancement: The Affiliate Partner will be upgraded to a higher commission tier upon meeting the monthly net sales requirement for that level. To maintain their current level, the Affiliate Partner must sustain the required net sales volume. Failure to do so may result in a demotion to a lower commission tier.