



DIGITAL AFFILIATE AGREEMENT

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TERMS & CONDITIONS

This document establishes the terms and procedures governing the collaborative efforts between the Digital Affiliate, hereafter referred to as the "Publisher," and GTCFX hereinafter referred to as the "Advertiser."

This Agreement, along with any accompanying documents available at www.gtcfx.com, are all subject to periodic revisions and detail the conditions under which the Publisher shall provide services to the Advertiser herein.

1. Definitions

a) Affiliated Entity/Entities ("Affiliates"): In relation to the Advertiser, this term shall refer to any entity that directly or indirectly controls, is controlled by, or shares common control with the Advertiser. The Advertiser may disclose details of its Affiliated Entities that provide services related to trading in financial instruments and to whom the Publisher may refer clients.

b) Client: Any individual or entity with whom the Advertiser or any of its Affiliated Entities has entered into a Client Agreement.

c) Client Agreement: An agreement between the Advertiser or any of its Affiliated Entities and the Client for the provision of services related to trading in financial instruments offered by the Advertiser and/or its Affiliated Entities.

d) Confidential Information: As defined in Clause 11.1.

e) CPA (Cost Per Action): Refers to the fee paid by the Advertiser to the Publisher for each Qualified Trader referred by the Publisher to the Site(s).

f) CPI (Cost Per Install): Indicates the fee paid by the Advertiser to the Publisher for each successful installation of the Advertiser's official mobile application through the Publisher's Tracking Link. The CPI may or may not include key performance indicators determined at the Advertiser's discretion and communicated to the Publisher.

g) CPM (Cost Per Mille): Refers to the fee paid by the Advertiser to the Publisher for every one thousand impressions related to the Services.

h) Flat Fee: Denotes the fixed fee paid by the Advertiser to the Publisher for services that the Publisher may provide to the Advertiser, as specified in the Insertion Order signed between the Parties.

i) Discloser: The Party disclosing or providing Confidential Information, directly or through their Representatives, to the Recipient or the Recipient's Representatives.

j) Effective Date: Refers to the start date of the service.

k) Fraud Traffic: Encompasses any deposits, revenues, or traffic generated through unlawful means or in bad faith to create false Publisher Commissions or defraud the Advertiser. This includes but is not limited to spam, cold-calling, actions that breach the Client Agreement, false advertising, click fraud, incentive fraud, chargebacks by a Qualified Trader or Referred Client regarding their deposits, deposits generated by stolen credit cards, collusion, system manipulation or abuse, the creation of false accounts to generate Publisher Commissions, and unauthorized use of third-party accounts, copyrights, trademarks, intellectual property.

l) First Time Deposit (FTD): Refers to the total deposits made by an Introduced Client within a twenty-four-hour timeframe, starting from the initial deposit, unless specified otherwise by the Company. The minimum FTD required by an Introduced Client is determined at the sole discretion of the Advertiser and communicated to the Publisher.

m) Group Company: In relation to a company, any member of its Group.

n) Introduced Client: Any individual or entity introduced by the Publisher to the Advertiser and/or any of its Affiliated Entities through a Tracking Link, and with whom the Advertiser and/or any of its Affiliated Entities has entered into a Client Agreement.

1. Definitions

o) Investor: As defined in the Client Agreement.

p) Law: Refers to any statute, treaty, ordinance, rule, regulation, directive, decision, circular, permit, order, writ, injunction, judicial decision, decree, code, or other legally binding requirement of any regulatory or governmental authority that may be in effect and applicable to the Advertiser and/or its Affiliated Entities from time to time.

q) Promotional Material: Any material provided by the Advertiser to the Publisher and used by the Publisher to promote activities related to the Advertiser and/or its Affiliated Entities or the Site for the purpose of this Agreement. This includes, but is not limited to written texts, training materials, advertisements, newsletters, logos, banners, promo links, etc.

r) Prospective Client: Any individual or entity introduced by the Publisher to the Advertiser and/or any of its Affiliated Entities prior to the conclusion of a Client Agreement with the Advertiser and/or any of its Affiliated Entities.

s) Partner Account(s): Denotes the unique account assigned by the Advertiser to any Publisher for receiving Publisher Commissions.

t) PM Investor: As defined in the Client Agreement.

u) Publisher Commission or Profit: Refers to the amount payable to the Publisher, based on the payment model, calculated solely and exclusively based on the Advertiser's data and calculations specified at <https://get.gtcfxaffiliates.help/hc/en-us/articles/4404408086930-Payouts> from time to time. For the CPI, CPM, and Flat Fee payment models, the amounts payable to the Publisher will be indicated in the Insertion Order or as otherwise agreed upon in written communication between the Parties.

v) Qualified Trader(s): Signifies a distinct, unique Introduced Client, during the term of this Agreement, exclusively through the Tracking Link. This includes internet users who meet certain criteria, such as being of legal age, accessing the Site directly through the Tracking Link, not having been an active client of the Advertiser or its Affiliated Entities previously, satisfying a minimum First Time Deposit (FTD), and agreeing to the Advertiser's and/or its Affiliated Entities' Client Agreement. Qualified Traders are not involved in Fraud Traffic, are not computer-generated users, and meet other qualification criteria determined by the Advertiser. Publishers and their Relatives are not eligible to become Qualified Traders under such Tracking Link.

w) Recipient: The Party receiving Confidential Information, directly or indirectly through their Representatives, from the Discloser or the Discloser's Representatives.

x) Representative(s): With respect to a particular Party, this term refers to the Party's Affiliates, officers, directors, employees, attorneys, accountants, financial advisors, and officers, directors, and employees of the Party's Affiliates, who are legally obligated to observe and perform their obligations and handle the Confidential Information received in accordance with the terms of this Agreement.

y) Restricted Countries: Refers to jurisdictions/territories to which the Advertiser and/or its Affiliated Entities do not offer services, as detailed on the Site, as amended from time to time and/or determined at the Advertiser's sole discretion.

1. Definitions

z) Service(s): Refers to the services that the Publisher provides to the Advertiser through its media resources, such as internet websites or software applications and its partner's media resources.

- A. **Site(s):** Without limitation, this term includes the websites www.gtcfx.com and www.gtcfxaffiliates.com, used by the Advertiser for communication with the Publisher, or any other website or sub-domain maintained and communicated by the Advertiser from time to time.
- B. **Tracking Link or Partner Link:** Denotes the unique hyperlink provided exclusively by the Advertiser to the Publisher. This link enables the Publisher to refer Qualified Traders to the Site(s) and allows the Advertiser to identify the Publisher who has referred such Referred Clients and/or Qualified Traders for calculating the Publisher's Commission.
- C. **Territory:** Signifies the country or territories prescribed herein and/or accepted by the Advertiser in its sole discretion (GEO Target).

2. Service

2.1. The Advertiser seeks the services of the Publisher to carry out specific digital advertising and/or other promotional-related services within the Territory. The Publisher agrees to provide these services to the Advertiser in accordance with the terms of this Agreement.

3. Publisher's Rights and Obligations

3.1. To become a Publisher, an individual or entity must complete the relevant application process as made available by the Advertiser from time to time. The Advertiser reserves the right to accept or reject any applicant as a Publisher and may also request additional information and/or documentation from the applicant for further assessment.

3.2. Upon the execution of this Agreement, the Advertiser grants the Publisher a non-exclusive, non-transferable right to direct Prospective Clients to the Site within the framework of this Agreement. The Advertiser will provide the Publisher with a Tracking Link associated with the Site(s).

3.3. The Publisher grants the Advertiser a non-exclusive, non-transferable right to use the Publisher's name and/or trademark without charge for the duration of this Agreement. This allows the Advertiser to fulfill its obligations under this Agreement.

4. Advertiser's Rights and Obligations

4.1 The Advertiser and/or any of its Affiliated Entities reserve the right to reject the registration of a Client or any Prospective Client introduced by the Publisher.

4.2 The Advertiser and/or its Affiliated Entities shall be the exclusive owners of any personal data disclosed and/or pertaining to the Introduced Clients.

4.3 The Advertiser holds the authority to monitor the Publisher's site and may request the Publisher to make necessary amendments, which the Publisher is obligated to comply with.

4. Advertiser's Rights and Obligations

4.4 The Advertiser and/or its Affiliated Entities commit to:

- A. Fulfill their obligations under this Agreement in good faith.
- B. Retain records of all transactions involving Introduced Clients for the duration reasonably required by the terms of this Agreement.
- C. Pay Publisher Commission, except under the following circumstances:
 - ✓ When the Introduced Client and the Publisher are the same entity.
 - ✓ When the Publisher acts in violation of the terms of this Agreement or, if applicable, the Client Agreement between the Advertiser and/or its Affiliated Entities and the Publisher as a Client.
 - ✓ When one of the reasons mentioned in term 8.4 below prevails.
 - ✓ When the Introduced Client has been introduced to both the Advertiser and one or more of the Advertiser's Affiliated Entities.

5. Representations and Warranties

5.1 The parties represent and warrant that each statement contained in this Section 5 is accurate, complete, up-to-date, and not misleading in all material respects on the date of this Agreement.

- A. Each Party is a duly organized entity, validly existing, and in good standing (only applicable if the Publisher is an entity, not a natural person).
- B. The execution of this Agreement by an authorized individual, whose signature appears below, has received due authorization from all necessary corporate actions of each Party.
- C. When executed and delivered by the Parties, this Agreement becomes the legal, valid, and binding obligation of the Parties.
- D. The Advertiser affirms that its products/services and the materials for providing the Services comply in all material respects with applicable Laws and will not infringe on any legitimate rights of third parties.
- E. The Publisher is of legal age (over 18) and has the capacity to enter into this Agreement.

5.2 Furthermore, the Publisher agrees to:

- A. Act in good faith and avoid making any false or misleading representations about the Advertiser or the services offered by the Advertiser and/or its Affiliated Entities that may damage the business or reputation of the Advertiser and/or its Affiliated Entities or any of their associates.
- B. Cooperate with the Advertiser in addressing complaints from Clients introduced by the Publisher.
- C. Promptly provide the Advertiser with any necessary documentation and information regarding the Publisher's dealings with Clients involving the Advertiser in any way.
- D. Avoid knowingly engaging in activities that would put the Advertiser in breach of the Client Agreement between the Advertiser and/or its Affiliated Entities and the Clients or any applicable Laws.
- E. Promptly submit any information and documentation required by the Advertiser.
- F. Perform obligations under this Agreement and conduct business affairs in accordance with professional and ethical standards widely recognized as best practice and in compliance with applicable Laws and regulations. The Publisher should not take any actions that would cause the Advertiser and/or its Affiliated Entities to fall short of the expected standard of behavior for individuals in the Advertiser's position and should comply with all Laws applicable to the Publisher or the Advertiser and promptly inform the Advertiser of any complaint, regulatory investigation, disciplinary action, or any other development that may significantly affect the Publisher's ability to provide the Services.

5. Representations and Warranties

5.3 The Publisher shall not:

- A. Promote and/or advertise the Advertiser and/or its Affiliated Entities and/or the Services in any manner, except as provided in this Agreement.
- B. Alter, adapt, reproduce, enhance, translate, reverse engineer, decompile, disassemble, or otherwise modify or manipulate the promotional and/or digital advertising material provided by the Advertiser regarding the Services.
- C. Contact or interact in any way with Prospective Clients and/or Introduced Clients unless otherwise expressly agreed upon by the Parties.
- D. Accept money from Prospective Clients and/or Introduced Clients on behalf of or for the benefit of the Advertiser and/or its Affiliated Entities or trade on behalf of Introduced Clients.
- E. Alter, amend, or add any documents, including the legal documents of the Advertiser and/or its Affiliated Entities and/or any Promotional Material, without the prior written consent of the Advertiser.
- F. Target Clients from Territories other than those specified in any applicable IO between the Parties and/or those Territories prescribed herein and/or those accepted by the Advertiser from time to time in its sole discretion.
- G. Make any express and/or implied representations and/or warranties about the Advertiser and/or its Affiliated Entities except as expressly authorized by the Advertiser.
- H. In the role of Publisher, you are not authorized to take on any responsibilities or obligations on behalf of the Advertiser or its Affiliated Entities. This includes any actions that may involve financial commitments, such as offering credit, entering into contracts, or making pledges that could be seen as commitments for the Advertiser or its Affiliated Entities.

6. The Use of Promotional Material

6.1 The Publisher shall exclusively employ Promotional Material provided and approved by GTCFX to deliver the Services under this Agreement and/or to promote GTCFX and/or any of its Affiliates and/or their Services. Any other materials created by the Publisher and used for providing the Services and/or promoting GTCFX and/or any of its Affiliates and/or their Services, including but not limited to creatives, landing pages, domains, trademarks, banners, and content, must be submitted to GTCFX for prior approval before launch.

6.2 Any Promotional Material created by GTCFX under the paragraph mentioned above and used by the Publisher remains the exclusive property of GTCFX and cannot be utilized by the Publisher for any purpose beyond the scope of this Agreement unless advance written consent is obtained from GTCFX.

7. Promotion Restrictions

7.1 GTCFX and/or its Affiliated Entities own globally registered and protected trademarks, including, without limitation, "GTCFX" and the "GTCFX logo." The Publisher acknowledges that they are prohibited from registering any business that includes GTCFX's trademarks and/or those of any of its Affiliated Entities.

7.2 GTCFX may grant the Publisher a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable right to use and display the name, trademark, domain, trade name, Promotional Material, and/or others for free during this Agreement. This enables the Publisher to fulfill their obligations under this Agreement, subject to the following conditions:

- A. The Publisher must use GTCFX's name, trademark, domain, trade name, Promotional Material, and/or others solely to promote and/or advertise the Services provided by GTCFX and/or its Affiliated Entities on their website for the purpose of providing a link from the Publisher's site to the Site and meeting their obligations under this Agreement.
- B. The Publisher cannot challenge or dispute GTCFX's and/or its Affiliates' rights to their domain, trade name, trademark, Promotional Material, or others.
- C. The Publisher cannot engage in any digital advertising or promotional activities that it knows or reasonably ought to know might damage or be detrimental to GTCFX's business reputation, image, or trademark.

7. Promotion Restrictions

7.3 The Publisher is not allowed to use GTCFX's and/or its Affiliated Entities' trademark(s), domains, trade names, Promotional Material, or others in any paid search activity without prior written approval from GTCFX, whether in ad text, copy, or display URLs.

7.4 The Publisher cannot use GTCFX's and/or its Affiliated Entities' trademark, domain, trade names, Promotional Material, or others in their ad-copy paid media to advertise on behalf of GTCFX without written approval from GTCFX.

7.5 The Publisher recognizes that all rights to GTCFX's intellectual property and all intangible assets related to GTCFX's name, trademark, trade names, domains, and Promotional Material created through the performance of this Agreement are GTCFX's property.

7.6 GTCFX reserves the right to cancel the non-exclusive, non-transferable right to use GTCFX's name, domain, trade names, trademark, and Promotional Material at any time, at its absolute discretion and without the need to provide any reasons for such cancellation.

7.7 The Publisher undertakes the following:

- A. To post specific warnings and disclaimers on the Publisher's site related to the provision of specific services by GTCFX and/or its Affiliated Entities.
- B. Add all of GTCFX's brand terms as negative keywords in all paid search activities to prevent broad matching issues.
- C. To clearly disclose the relationship between the Publisher and GTCFX in any material produced or used by the Publisher, including blogs, publications, and news sites, disclosing both non-financial and financial relationships where applicable.

7.8 The Publisher and/or any of its Affiliated Entities shall not, directly or indirectly:

- A. Register or use domains, subdomains, keywords, search terms, or other identifiers containing GTCFX's and/or its Affiliated Entities' trademark(s), domains, trade names, or any words or depictions confusingly similar to them in any language without GTCFX's prior written consent.
- B. Bid on or purchase internet placement rights for a similar domain name or any part or similarities thereof in any manner in any digital advertising and/or promotions, including internet and web advertising.
- C. Include a similar domain name or any part thereof or similar variations, translations, or misspellings in the meta tags of any website code. This includes the meta title, meta keywords, or meta description.

8. Reporting and Payment

8.1 Unless otherwise agreed between the Parties, reporting numbers are based on <https://gtcfx.com/affiliate-program/> dashboard reports of GTCFX and/or any other databases and/or dashboards that GTCFX may decide from time to time. The report shall summarize data, including, but not limited to, the number of actions and/or installs and/or impressions and/or other variables, according to the payment model agreed upon by the Parties, the amount of payment of the reporting month, and other product-related variables.

8.2 If GTCFX believes that fraud has occurred, it must take reasonable steps to notify the Publisher within a period of two (2) weeks of closing a lead transaction and provide evidence. Failure of GTCFX to notify the Publisher of any fraudulent activity within 2 (two) weeks of closing a lead transaction shall not waive any right or claim of GTCFX against the Publisher.

8.3 Without prejudice to the other provisions of this Agreement, GTCFX shall process its payment of the previous billing cycle to the Publisher on or before the 31st day of the following month (hereinafter referred to as "monthly payments"), subject to the provisions of clause 8.4.

8. Reporting and Payment

8.4 Moreover, payment of Publisher Commission may be delayed or not be paid or annulled/canceled or suspended in the following circumstances:

- A. If the activity in the Partner Account or any other account managed or controlled by the Publisher or any of the Introduced Clients assigned to the Publisher is considered by GTCFX as suspicious.
- B. If GTCFX determines that the Publisher Commission is derived from activity related, directly or indirectly, to fraudulent or illegal or deceptive practices.
- C. The Introduced Client performs actions in bad faith, as determined in GTCFX's sole discretion.
- D. If the Partner Account, any account maintained in the name of the Publisher, or any attracted Introduced Client Account is blocked and/or placed in the archive as required by sections of this Agreement or the "Temporary Block of the Client Account" and "Inactive and Dormant Client Accounts" of the Client Agreement and/or General Business Terms between GTCFX and the Client, if applicable. The provisions of this clause are applicable for the full period of archiving and/or blocking of the Partner Account and/or any account maintained in the name of the Publisher or Introduced Client linked to the Publisher.
- E. If there is a reasonable suspicion by GTCFX based on direct or circumstantial evidence (as determined by GTCFX in its sole discretion) that auto-referral activity (that is when the Publisher gets or attempts to get Publisher Commission from referring himself or an otherwise controlled account by the Publisher as an Introduced Client) has occurred or a reasonable suspicion that the Publisher has allowed relatives, friends, and other people he knows to register through his link or do so himself on their behalf.
- F. If there is a reasonable suspicion by GTCFX based on direct or circumstantial evidence of Fraud Traffic.
- G. If the Introduced Clients are not Referred Clients and/or Qualified Traders.
- H. The trading volume of all the Qualified Traders introduced by the Publisher is deemed by GTCFX's sole discretion to be disproportionate to the segmented payout.
- I. The Publisher has failed to satisfy any requests from GTCFX in relation to due diligence and/or know your customer (KYC) and/or your business (KYB) and/or similar requirements.
- J. Where applicable, the Investor and/or PM Investor deposits in an account type that does not generate Publisher Commission.
- K. Where applicable, the Publisher does not meet the minimum standard of the key performance indicator.
- L. If GTCFX determines, at its sole discretion, that the Publisher has breached any provision of this Agreement and/or performed any actions and/or omissions in violation of Laws and/or regulations.

8.5 The Publisher undertakes to pay all tax, money transfer fees, currency conversion fees, and other mandatory payments applicable to it resulting from this Agreement.

9. Restrictions, Amendments, and Termination

9.1 GTCFX, at its discretion, may impose restrictions on the operation of the Partner Accounts for any of the following reasons:

- A. If there is any suspicion that the Publisher is involved in any illegal/fraudulent transactions.
- B. If there is a suspicion that the Publisher violates any of the conditions of this Agreement or any term of the Client Agreement between GTCFX and the Publisher as a Client or any other documents concluded between the Publisher as a Client with GTCFX.

In the event that the Publisher is also a Client of GTCFX and any of the aforementioned events occur, then GTCFX may also impose restrictions on the operation of any of the accounts in the name of the Publisher.

9.2 GTCFX has the right to amend the terms of this Agreement, by posting the updated version on any of its Sites, as well as the Publisher Commission at any time with immediate effect without giving any prior notice to the Publisher.

9. Restrictions, Amendments, and Termination

9.3 GTCFX may terminate the Agreement and the Publisher's status with immediate effect for any of the following reasons:

- A. If the Publisher violates the conditions of the Agreement.
- B. In the event that the Publisher is also a Client of GTCFX and the Publisher violates any term of the Client Agreement between GTCFX and the Publisher as a Client or any other documents concluded between the Publisher as a Client of GTCFX.
- C. If GTCFX has cause to believe that the Publisher is not putting enough effort into promoting GTCFX's services.
- D. Further to a regulatory and/or governmental request or similar regarding the relationship between the Publisher and GTCFX and/or its Affiliates.
- E. The Publisher is subject to an investigation by a regulatory or governmental authority or similar.
- F. GTCFX reasonably suspects that the Publisher is involved in money laundering, fraud, or other criminal activities.

In the event that the Publisher is also a Client of GTCFX and any of the aforementioned events occur, then GTCFX may also terminate with immediate effect the Client Agreement between GTCFX and the Publisher as a Client.

9.4 GTCFX may terminate the Agreement without cause by giving 48 (forty-eight) hours written notice to the Publisher.

9.5 Without prejudice to the other provisions of this Agreement, when termination of the Agreement and the Publisher's status takes place, GTCFX shall pay Publisher Commission for all Introduced Clients actually introduced before termination, excluding the instances directly provided for by this Agreement, until the effective termination date. The Publisher shall not be entitled to receive any Publisher Commission from any Introduced Clients generated after the effective termination date.

9.6 Termination of the Publisher's status shall not preclude GTCFX from subsequently entering into contractual relationships with Introduced Clients introduced by the Publisher.

9.7 The Publisher shall no longer be allowed to use GTCFX's name and/or trade name and/or trademark following the termination of the Publisher's status, and the Publisher is obliged to return to GTCFX any

10. Protection Of Personal Data

The Publisher undertakes to observe and abide by all provisions of Laws and regulations for the protection of personal data for the purpose of fulfilling its obligations under this Agreement.

11. Confidentiality

11.1 Confidential Information means all confidential information relating to the Service which the Discloser or its Representatives or any of its Group Companies, or their Representatives directly or indirectly discloses, or makes available, to the Recipient or its Representatives or its Group Company, or their Representatives, before, on, or after the date of this agreement. This includes:

- A. The fact that discussions and negotiations are taking place concerning the Service and the status of those discussions and negotiations;
- B. The existence and terms of this agreement;
- C. All confidential or proprietary information relating to:
 - (i) The business, affairs, customers, employees, clients, suppliers plans, intentions, or market opportunities of the Discloser or of any of the Discloser's Group Companies; and
 - (ii) The operations, processes, product information, know-how, technical information, designs, trade secrets, or software of the Discloser, or of any of the Discloser's Group Companies;

11. Confidentiality

- D. Any information, findings, data, or analysis derived from Confidential Information;
- E. Any other information that is identified as being of a confidential or proprietary nature; but excludes any information referred to in Clause 11.2.

11.2 Information is not Confidential Information if:

- A. It is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives or by any of the Recipient's Group Companies or their Representatives in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);
- B. It was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;
- C. It was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;
- D. It was lawfully in the possession of the Recipient before the information was disclosed by the Discloser;
- E. It is developed by or for the Recipient independently of the information disclosed by the Discloser; or
- F. The parties agree in writing that the information is not confidential.

11.3 In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:

- A. Keep the Confidential Information secret and confidential;
- B. Not use or exploit the Confidential Information in any way except for the Service;
- C. Not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this agreement; and
- D. Not copy, reduce to writing, or otherwise record the Confidential Information except as strictly necessary for the Service. Any such copies, reductions to writing, and records shall be the property of the Discloser.

The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Discloser from time to time) to safeguard the Confidential Information from unauthorized access or use.

11.4 Disclosure to Representatives

- A. The Recipient may disclose the Confidential Information to its Representatives, any of its Group Companies, or their Representatives on the basis that it:
 - (i) Informs those Representatives, Group Companies, or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and
 - (ii) Procures that those Representatives, Group Companies, or their Representatives comply with the confidentiality obligations in Clause 11.3 as if they were the Recipient.
- B. The Recipient shall be liable for the actions or omissions of the Representatives, any of its Group Companies, or their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

11.5 Mandatory Disclosure

11.5.1 Subject to the provisions of this clause, a party may disclose Confidential Information to the minimum extent required by:

- A. An order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
- B. The rules of any listing authority or stock exchange on which its shares or those of any of its Group Companies are listed or traded; or
- C. The laws or regulations of any country to which its affairs or those of any of its Group Companies are subject.

11. Confidentiality

- (i) Before a party discloses any Confidential Information pursuant to Clause 11.5 it shall, to the extent permitted by law, use all reasonable endeavors to give the other party as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with Clause 11.5 (i), that party shall take into account the reasonable requests of the other party in relation to the content of this disclosure.
- (ii) If a party is unable to inform the other party before Confidential Information is disclosed pursuant to Clause 11.5, it shall, to the extent permitted by law, inform the other party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

11.6 Return or destruction of Confidential Information

11.6.1 If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall:

- A. Destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Discloser's Confidential Information;
- B. Erase all the Discloser's Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form;
- C. Erase all the Discloser's Confidential Information which is stored in electronic form on systems and data storage Services provided by third parties; and
- D. Certify in writing to the Discloser that it has complied with the requirements of this clause.

11.6.2. Nothing in Clause 11.6.1 shall require the Recipient to return or destroy any documents and materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain by applicable law or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to Clause 11.6.1.

12. Indemnity

The Publisher agrees to indemnify GTCFX and hold GTCFX, its Affiliated Entities, directors, officers, employees, and affiliates, harmless from and against any liability, claims, demands, proceedings, costs, damages, expenses (including legal fees) and penalties/fines whatsoever including but not limited to intellectual property rights, personal data, and confidentiality directly or indirectly suffered by them or incurred by them arising out of the Publisher's activities, negligence, willful default, or fraud or breach of its obligations under this Agreement, and GTCFX may deduct any amount to indemnify GTCFX from any outstanding Publisher Commission.

13. Client Complaints

13.1 The Publisher will promptly inform GTCFX by telephone and in writing of any complaint against GTCFX and/or any of its Affiliated Entities that the Publisher may come across. Upon GTCFX's request, the Publisher shall submit a full and detailed report with any supporting documents relating to the complaint within five (5) days of receiving the complaint.

13.2 The Publisher agrees to notify GTCFX of any written complaint received from any Introduced Client that relates to any function that the Publisher has undertaken, and, in the event, the Publisher agrees action is necessary, it undertakes to take reasonable steps to amend its procedures to avoid the occurrence of similar complaints in the future.

14. Notices

14.1 For the purposes of this Agreement, “writing” or “written notice” is defined as handwritten or typed text that is sent or received by email.

14.2 Any notice hereunder shall be in writing and deemed to have been duly given from the moment the email is sent to the below email addresses for GTCFX or to the last email address provided by the Publisher to GTCFX.

15. Entire Agreement

This Agreement, together with any documents referred to in it, constitutes the whole agreement between the Parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties, and arrangements of any nature, whether in writing or oral, relating to such subject matter.

16. Severability

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

17. Assignment

17.1 GTCFX may at any time assign to a third party any or all of its rights, benefits, or obligations under this Agreement or the performance of the entire Agreement, subject to providing at least five (5) business days prior written notice to the Publisher. This may be done, without limitation, in the event of a merger or acquisition of GTCFX with a third party, reorganization of GTCFX, an upcoming winding up of GTCFX, or the sale or transfer of all or part of the business or the assets of GTCFX to a third party.

17.2 It is agreed and understood that in the event of transfer, assignment, or novation as described in the present paragraph, GTCFX shall have the right to disclose and/or transfer all Publisher-related information (including, without limitation, personal data, recordings, correspondence, due diligence, and identification documents, files, and records, etc.) and transfer the Partner Account and/or money maintained in such Partner Account.

17.3 The Publisher may not transfer, assign, charge, novate, or otherwise transfer or purport to do so the Publisher's rights or obligations under the Agreement without the prior written consent of GTCFX.

18. No Waiver

No failure to exercise, nor any delay in exercise, by either party to this Agreement of any right, power, privilege, or remedy under this Agreement shall impair or operate as a waiver of such right, power, privilege, or remedy.

19. Miscellaneous

19.1 Nothing in this Agreement is intended to, or shall be deemed to establish any partnership or joint venture between GTCFX and the Publisher, constitute either GTCFX or the Publisher as an agent of each other or of any other third party, nor authorize the Publisher to make or enter into any commitments for and on behalf of GTCFX.

19.2 In the event of any dispute between the Publisher and any Prospective Client and/or Introduced Client and/or Client or in the event of suspicion by GTCFX of any fraudulent or illegal activities involving the Publisher, GTCFX retains the right to block any amount of money in any of the Partner Accounts or any of the accounts maintained in the name of the Publisher as a Client with GTCFX.

19.3 All rights and remedies provided to GTCFX under the Agreement are cumulative and are not exclusive of any rights or remedies provided by applicable law.

19.4 This Agreement and any matter, dispute, or claim, including non-contractual disputes or claims, arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Seychelles law. The Publisher hereby irrevocably agrees that the Seychelles courts have exclusive jurisdiction and accordingly submits to the jurisdiction of the Seychelles courts in relation to any matter, dispute, or claim arising in connection with this Agreement.