

Partnership Agreement

www.tixee.com



1. Introduction

- 1.1. **Pipbull Ltd** (hereafter "Tixee" or "Pipbull" or the "Company") is a Securities Dealer incorporated and registered under the laws of the Republic of Seychelles with registration number 8425195-1. The Company is authorized and regulated by the Financial Services Authority of Seychelles with license number [SD061](#).
- 1.2. This Partnership Agreement (hereafter "The Agreement") is made by and between the Company and any natural person or entity who has successfully registered as the Company's Partner via the Company's Website (hereafter the "Partner").
- 1.3. The Agreement sets forth the Terms of the relationship between the company and any Partner who will solicit and introduce Clients to the Company on a fully disclosed basis to trade in the Financial Instruments the Company offers. In the case where a Partner prefers to have a signed copy of the Agreement, then the Partner needs to contact the Company on partners@tixee.com.
- 1.4. By submitting the application to 'Become a Partner' on the Company's Webpage the Partner is deemed to have read, accepted and be bound by all the Terms set out in this Agreement. The Agreement must be read carefully prior to this Submission of Application.
- 1.5. The domain www.tixee.com (hereafter the "Website") is owned solely by Pipbull Ltd. The Company may also register and operate other Websites mainly for promotional and marketing purposes in languages other than English.
- 1.6. The Company reserves the right to amend the Terms of the Agreement at any time without prior consent of the Partner. The Company will do its best to communicate any changes and updates to the Partner, but it remains the Partners responsibility to review the Agreement posted on the Company's Website on a regular basis. The Partner must send any objections he has to the Company in writing at partners@tixee.com.

2. Definitions – Interpretations

"Account" the unique trading account assigned by the Company to any Client completing the account opening application procedure and approved by the Company.

"Affiliate" means a Partner that commonly solicits Clients through Online channels. 'Master Affiliates' are Affiliates that solicit other Partners.

"Affiliated Entities ("Affiliates")": with respect to the Company shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with the Company. The Company may publish to the Site(s) the details of its Affiliated Entities which are providing services in relation to any trading in financial instruments and to which the Partner may introduce clients to.

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"Auto-referral activity" means an unethical activity when the Partner receives Commission from trading operations carried out on Accounts by direct or circumstantial evidence controlled by the Partner.

"Introduced Client" or "Client" means any natural or legal person to whom the Company provides investment and/or ancillary Services.

"Client Account/Trading Account" means any and all accounts opened by the Company for the Client under the Agreement.

"Commission Plan/Campaign/Incentive Scheme" means a custom plan that determines the Partners payment terms. The Partners 'Sign Up Link' is embedded into the Campaign which can be obtained from the 'Partners Area'. The types of Commission Plans offered to Partners by the Company are, but are not limited to, 'Lot Rebates' and 'Cost Per Acquisition/CPA'.

"Company" means Pipbull Ltd (Hereafter "Tixee"; "Pipbull" ; "Company") or We.

"Cost Per Acquisition or CPA" – means a Commission Plan defined as an activation of a 'Real' Account by a new Client. The Company will set criteria for what they have classed as an 'Activation' dependent on the Commission Plan/Campaign given to the Partner. Examples could be First Deposit amount or Trading Nominal Volume achieved.

"Electronic Systems" means any trading facility offered by the Company (e.g. Trading Platforms, Web-Based Platforms, Mobile Platforms, etc.), including the Company's 'Client Area'.

"He/His" means he/his/him/himself or she/her/herself.

"Inactive Introduced Client": any Introduced Client that has no activity (trading or deposit in all of his/her Accounts with the Company or any of its Affiliated Entities) in his/her Personal Area with the Company or its Affiliated Entities for a period of 90 (ninety) days.

"Intellectual Property Rights" means any intangible right, title and interest, including any rights relating to or arising under copyright, trademark, patent, trade secret, moral rights, right of publicity, authors' rights, and all other proprietary rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, under any application law or jurisdiction.

"Introducing Broker or IB" means a Partner that commonly solicits Clients through Offline channels. 'Master IBs' are IBs that solicit other Partners.

"KYC" means Know Your Customer.

"Lot Rebates" means Commission payment/Rebate calculated based on each 'Lot' traded by a Client. Partners are paid a fixed US Dollar (USD) amount for each specific symbol traded. The fixed amount is determined by the Company for each 'Lot' of a symbol, at the start of the relationship.

"Partner or Master Partner" means Introducing Broker/Affiliate/Institutional Partner, any legal entity or a natural person obtaining remuneration from the Company and/or Clients for introducing Clients to the Company.

"Partner Agent" means an Agent of the Company assigned to a Partner. The person described in clause 3.2.

"Partner Area" means Partner Portal, the Area of the Company Website dedicated to Partners. Used by Partners for managing the Clients given to the Company, metrics and reports, accessing marketing materials, access to Commission Plans/Campaigns and payout/payment history.

"Partnership Program" means the participation system the Company uses to onboard Partners that promote its brand and services via their own networks.

"Promotional Material" means any material provided by the Company and/or its Affiliated Entities to the Partner and used by the Partner in order to promote any activity related to the Company and/or to its Affiliated Entities or the Site(s) for the purpose of this Agreement, including but not limited to logos, banners, promo links etc.

"Sign Up Link" means a Partner tracking Link, the Link Generated within the 'Partner Area' which coincides with the Partners agreed Payment Campaigns/Commission Plans. The Partner shall not edit or reverse engineer the Tracking Link, doing so may render the new Client as ineligible.

"Sub-partner" means any physical person or entity who has been introduced by the Partner to the Company and/or to any of its Affiliated Entities through a Partner Link, and with whom the Company and/or its Affiliated Entities concluded a Partnership Agreement.

"Wallet" means the Client Account where all the 'Funding Transactions' with the Company take place. Commissions/Rebates earned by the Partner are deposited to this Wallet. From this Wallet, the Partner may, at any time, withdraw funds to a Trading Account or to an external source, credit card, bank, e-wallet etc.

"Website" means without limitation shall mean the websites www.tixee.com and any other that will be used by the Company to communicate to the Partner from time to time or any such other website or sub-domain as Company may maintain from time to time and communicated to the Partner.

3. Scope of the Agreement

- 3.1. The Company operates a "Partnership Program" to also be known as a 'Referral Scheme Program'. The Partnership Program is available to all Clients of the Company.
- 3.2. A Client can submit an application to 'Become a Partner'. Upon this submission by the prospective Partner, the Company shall conduct a review of such application. Thereafter, a "Partner Agent" (or Agent) of the Company shall contact the prospective Partner using the contact details as provided upon registration and

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acceptance of the 'Terms and Conditions' as a Client of the Company. The Agent will notify the Partner about the provisional acceptance thereof, as the Company's Partner and request any pending "KYC" or due diligence documentation the Partner may be required to submit for approval as a Client/Partner of the Company, to comply with the Company's procedures.

- 3.3. Once approved as a Company's Partner, the Partner will be given access to the Company's "Partner Area" and be given His unique Partner "Sign Up Link". The Company's Agent will guide the Partner through the Partner Area.
- 3.4. During the period of this Agreement the Partner shall use all reasonable efforts to market and promote the Company, the Company's Website and the Company's Services in an aim to solicit and introduce prospective Clients to the Company.
- 3.5. The Partner shall only engage in marketing ("Offline and/or Online") and promotional activity related to the Company in any area, location, territory or jurisdiction located outside any Banned Jurisdictions.
- 3.6. The Company hereby grants to the Partner a royalty-free, nonexclusive, personal, non-transferable, non-assignable and non-sub-licensable license for the period of this Agreement to display the Company in any Partner Websites for the sole purpose of promoting and marketing the Company's services. The Partner acknowledges and further agrees that:
 - 3.6.1. it will use the Company's Brands only as permitted hereunder;
 - 3.6.2. it will use the Company's Brands in a lawful manner; To notify the Company immediately of any actual or potential contravention of any such legal or regulatory requirements and the Company is entitled to assume that any necessary authorisation, license and/or consent remains in effect until the Partner notifies the Company otherwise;
 - 3.6.3. the Company's Brands are and shall remain the sole property of the Company;
 - 3.6.4. neither now or the future, attempt to register any of the Company's Brand and/or domain name and/or use any term or mark confusingly similar to the Company's Brand.
 - 3.6.5. To act in good faith and not make any false and/or misleading representations or statements in relation to the Company and/or its Affiliated Entities or the services provided by the Company and/or its Affiliated Entities that the Partner knows or ought reasonably to know are likely to prejudice or to bring into disrepute in any manner the Company's and/or its Affiliated Entities business or reputation or that of any of the Company's and/or Affiliated Entities' associates;
- 3.7. The Partner understands and further acknowledges that the Company shall have the sole and absolute discretion in relation to the acceptance or rejection of any Client to register and/or trade with the Company and the Client's registration process shall be made solely through the Company's Website.

- 3.8. The rights granted under this Agreement are not exclusive and shall not prevent the Company from entering into similar Agreements with other Partners or third parties, or from developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement and nothing shall prevent the Company from promoting and/or marketing its services by itself.
- 3.9. The Company reserves the right to take legal actions against the Partner in the event the Partner shall attempt to manipulate the Company's Brands and/or the arrangement under this Agreement. The Company reserves the right to withhold, setoff and/or deduct from any payment due to Partner hereunder in the event of such manipulation and/or abuse and may also Terminate this Agreement with immediate effect.
- 3.10. This Agreement shall commence upon submission of Application to Become a Partner and acceptance of terms of the Partner Agreement on the Company's Website and shall continue in force subject to Termination by:
 - 3.10.1. either party giving to the other notice in writing of not less than 30 calendar days;
 - 3.10.2. in accordance with the Termination clauses herein.

4. The Company's Obligations

- 4.1. The Company shall provide the Partner with information the Partner reasonably requests in writing in order to carry out His duties, including marketing information. It shall further provide the Partner with copies of or access to the creative material of the Company. The Company may at any time customize marketing material to adhere to any regulatory requirement in the territories in which it operates. The Partner shall not in any way amend and/or customize this material and such material shall be used for the sole purpose of marketing and promoting the Company and its services.
- 4.2. The Company shall not be responsible for any costs incurred by the Partner unless such costs have been agreed by the Company in writing, in advance.

5. The Partner's Obligations

- 5.1. The Partner undertakes that He shall not engage in marketing activities, at any point of time, which may adversely affect the credibility and reputation of the Company.
- 5.2. The Partner shall submit to the Company for prior approval any proposed use of any Company trade mark, domain name, logo, and other elements of branding that the Partner may wish to make. The Company shall review the proposed use and notify its approval to the Partner.
- 5.3. The Partner shall not publish any material which refers to the Company or any other name or mark owned by the Company unless such publication is agreed by the

Company in writing, in advance. Upon request by the Company, the Partner shall immediately remove any publication referring to the Company or any other name or mark owned by the Company.

- 5.4. The Partner undertakes not to change the Company's logos and/or banners and/or images and/or to make any use of them beyond the uses permitted under this Agreement. The Company reserves the right to modify at any time its official logo and/or any other marketing materials, and the Partner agrees to modify the Company's logo accordingly within 10 business days of notice given by Company to the Partner regarding such variation.
- 5.5. The Partner shall not support the Clients on any technical or other matters associated with the Company and shall direct the Clients to the Company's Support team in the event any such matters arise.
- 5.6. Make changes to any documents including the Company's and/or its Affiliated Entities legal documents and/or any Promotional Material;
- 5.7. The Partner will not operate any Client's Account on behalf of the Client or prospective Client, unless the Client provides the Partner with 'Power of Attorney' to authorize such operations. 'Power of Attorney' forms should be requested from the Company and provided to the Company by the Client.
- 5.8. The Partner shall provide the Company with:
 - 5.8.1. all co-operation in relation to this Agreement;
 - 5.8.2. all access to such information as may be required by the Company, as is necessary for the proper performance of the Company's obligations under this Agreement.
- 5.9. The Partner shall at all times for the period this Agreement is in force have a 'Partner Agent' that the Company sees fits to appoint, who may change from time to time. The Partner shall be given notice of the change of Agent.
- 5.10. The Partner Agent shall have the authority to contractually bind the Partner on all matters relating to this Agreement.
- 5.11. The Partner acknowledges and agrees that He has no authority to legally bind the Company and does not work for the Company for any purpose. The Partner agrees that he/she shall not make any representation or commitment about the Company and/or its services or the Company Website.
- 5.12. The Partner shall comply at all times with all Applicable Regulations with respect to his/her activities under this Agreement and to His business and ensure that none of His actions cause any actual or potential breach of the Applicable Regulations.
- 5.13. The Partner shall not engage in any conduct which gives the impression that the regulated status of the Company applies to the Partner, or that the Investment

Services provided by the Company are provided by the Partner.

- 5.14. The Partner is and remains responsible at all times to ensure that any material, documents or information provided by the Company are in accordance with the laws of the country in which such material, documents or information are marketed or used or are to be marketed or used.
- 5.15. The partner shall not Purchase keywords with reference to Tixee or any other legal or brand name of the group and/or other misspellings of the name on pay-per-click search engines to drive traffic to Partner's own website;
- 5.16. The partner shall not purchase trademarks which include the word "Tixee" in any language;
- 5.17. The partner shall not bid or appear on misspells or variations of "Tixee" brand searches.
- 5.18. The Partner shall bear all establishment and operational costs and expenses for any marketing and promotional activities related to the Services, unless otherwise agreed with the Company in writing, in advance.
- 5.19. The Partner must provide true and complete information to the Company, as this may be requested at any time, about Himself and His activities.
- 5.20. The Partner agrees that any Clients that are referred to the Company by the Partner are, Clients of the Company, and not the Partner's.
- 5.21. The Partner agrees that throughout this Agreement, He must act in good faith at all times and must not make any false and/or misleading representations or statements with respect to the Company and/or any of the Company's Related Entities and the services and products provided by the Company's or engage in any other practices which may affect adversely the image, credibility or reputation of the Company and/or any Related Entities, including but not limited to, using any Website for unlawful activities, or having any content on the Partner's Website, that;
 - 5.21.1. promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities;
 - 5.21.2. violates any Intellectual Property Rights or other proprietary rights of any third party; c) has defamatory or harassing and untruthful comments and statements about our activities and business.
- 5.22. The Partner must not transmit to or in any way, whether directly or indirectly, expose the Company Website, content, Trading Platform and any other of the Company's Property to any computer virus or other similarly harmful or malicious material, virus or device.

- 5.23. The Partner must promptly inform the Company of any information or acts of a third party that has become known to the Partner that could potentially harm the Company and its reputation in any way and manner.
- 5.24. The Partner cannot use or register a domain name or keywords, search terms or other identifiers for your activities with the name of the Company which may cause confusion without the prior written consent of the Company. Should the Partner infringe the aforementioned, it will be considered as a material breach of this Agreement. Bid on or purchase internet placement rights for a similar Domain Name or any part or similarities thereof in any manner in any of its advertising, including but not limited to, internet and web-advertising;
- 5.25. The Partner should not send traffic through automatic redirects on a website page;
- 5.26. The Partner shall refrain from referring Clients residing in the USA and/or any of the countries that are classified as black listed or within the Banned/Restricted Jurisdictions by the company.
- 5.27. The Partner may also identify, solicit and refer other Partners or third parties, such as, but not limited to other "IBs"/"Affiliates", online marketing organizations and/or website owners and/or operators that may become prospective Partners of the Company. The Partner will be known as a 'Master Partners'. The referred Partners or third parties will be subject to the terms of this Agreement.
- 5.28. The Partner agrees that:
 - 5.28.1. where the Partner is not authorised and regulated in the provision of investment or any other services, He shall not hold Himself out as being regulated to provide any services for which it is not duly authorised and regulated in accordance with the provisions of the Applicable Laws and Regulations, and shall not make use of the contractual or other relationship which it has with the Company, to represent or hold Himself out as being so regulated;
 - 5.28.2. the Partner shall not engage in any conduct which gives the impression that the regulated status of the Company applies to itself, or that the Investment Services provided by the Company are provided by the Partner.
- 5.29. Without prejudice to the generality of the above, the Partner shall not be deemed or construed or hold himself out as acting as broker or Sales Agent of the Company and shall not indicate or seek to indicate such in any marketing or communication material however transmitted.
- 5.30. The Partner shall not use the name of the Company in answering telephone calls or in any other ways represent that He is associated with the Company other than in a relationship of a Partner. In contracting for support services such as rent, telephone and utilities, the Partner shall not use or refer the name of the Company.
- 5.31. The Partner confirms that He is acting on his own behalf and for solely His own

benefit and not for the benefit of any other person.

- 5.32. The Partner agrees that in the event of a request by an Introduced Client to be unlinked from a specific Partner the Company and/or its Affiliated Entities shall comply with such request and cease paying any Commission to the Partner in relation to the Introduced Client.

6. Commission Plan/Campaign

- 6.1. Upon registration as a Partner with the Company, the Partner will be presented with a "Commission Plan/Campaign". The Partner's Commission Plan will be displayed within the 'Partners Area' and can be referred to at all times. The Partner may not convert from one Commission Plan to another without first speaking to His Partner Agent. Any agreed changes to the Commission Plan will usually come into effect after the payment date of the current Commission Plan/Campaign.
- 6.2. The Company may, at its sole and absolute discretion, change the Partner's Commission Plan at any time. The Company will notify the Partner about any changes to His Commission Plan through the Partner's Agent or by written email. In case where the Partner does not agree with the amended Commission Plan, He shall notify the Company or Agent within 5 calendar days as of the date the notification of amendment was sent. If no objections are received, the Company will reasonably assume that the Partner has accepted and agreed to the amendments. The Partner will receive payment based on the new Commission Plan for Active Clients/Traders from the date of amendment.
- 6.3. The Partner payment in relation to His Commission Plan will be payable only following the Company's verification and checks concerning all Active Clients in accordance to the requirements of the Company's internal processes.
- 6.4. The Partner undertakes to pay all tax, money transfer fees, currency conversion fees, and other mandatory payments.
- 6.5. If the Partner fails to generate a New Active Client for 6 months, the Company reserves the right to Terminate the Agreement or suspend the Partner. During the suspended period the portfolio of the Partner's referred Clients will stay under the Partner and the Commission Plan will be changed to a ZERO Plan. The suspended Partner will not earn any Commission generated during this time.
- 6.6. The payment amount will be generated as and when an Active Client closes a Transaction and the generated amount is inputted as 'Unpaid Commissions' within the Partner Area. Transaction activity is updated every 10 minutes. All amounts shown within the Partners Area are in US Dollar (USD). If the Partner's "Wallet" is in any other Base Currency other than USD, the Commission generated will be converted from USD to the Base currency of the Partner's wallet at market rates at the time and date of payment into the Wallet.

- 6.7. The total payment amount, determined in accordance with the provisions set out above, that is owed to the Partner, shall be payable monthly in arrears, no later than the 5th business day of each new month following the month during which such Commissions ("Lot Rebate or CPA") have accrued. The minimum threshold on a Partner's monthly performance is set to be 100 USD. If such amount is not achieved within a month by the Partner, any amount reached within that month will be rolled over to the following month until the minimum amount required is met (i.e. 100 USD). The Partner may request from the Company for any amount falling below the minimum threshold to be paid to Him, at His own cost. The Company reserves the right to decline this request as per this Agreement.
- 6.8. The Company retains the right to reduce the Partner Commission in the event that the cost of hedging risks associated with one or more Introduced Clients' transactions increases.
- 6.9. If there is reasonable suspicion by the Company that auto-referral activity (that is when the Partner gets Commission from trading operations carried out on Accounts by direct or circumstantial evidence controlled by the Partner; this includes, but is not limited to, use by the Partner and the signed Client of at least two identical IP addresses) is performed by the Partner, the Partner Commission size can be decreased by the Company down to 0%.
- 6.10. Payment of Partner Commission might be delayed or be unpaid, cancelled or suspended in the following circumstances:
- 6.10.1. If the Partner Account or any other Account managed or controlled by the Partner or any of the Introduced Clients assigned to the Partner is considered by the Company suspicious;
 - 6.10.2. If the Company determines that the Partner Commission is derived from activity related, directly or indirectly, to fraudulent or illegal or deceptive practices;
 - 6.10.3. The Introduced Client performs actions in bad faith for generating Partner Commission;
 - 6.10.4. If the Partner Account, any Account maintained in the name of the Partner or attracted Introduced Client Account is blocked or placed in the archive in a manner required by sections of this Agreement. The provisions of this clause are applicable to the full period of archiving and/or blocking of Partner Account or any Account maintained in the name of the Partner or Introduced Client linked to the Partner;
 - 6.10.5. The results of the Introduced Client transactions are canceled because they were executed at non-market quotations;
 - 6.10.6. When the Introduced Client's Account balance consists of only credits/bonuses;
 - 6.10.7. If the Partner Commission derived from Introduced Clients via Facebook or Instagram paid advertising.

7. Data Security

- 7.1. Any prospective Client and Active Client's personal data, including but not limited to name, DOB, address, email, all Client lists, are Property of the Company and any of

its Related Entities.

- 7.2. With regards any unsolicited communication of any type or form, such as e-mail, telephone calls, facsimile, newsletters, promotions, market updates, text messages etc, related to the Partner' business and the Partner's cooperation with the Company, the Partner must ensure that they have the person's consent prior to sending such communication. Furthermore, the Partner should not send any e-mail regarding the Company Services to any individual or entity that has not requested such information. Furthermore, the Partner should expressly state that third parties engaged in business with the Partner, may also contact the Client directly by giving them, at all times, the option to opt out. The Partner should always provide the option to "Unsubscribe" within any mass communication to any prospective Clients approached regarding the Company Services. The Partner agrees to hold the Company harmless and fully indemnified in the event of breach of this paragraph and against any claims brought against the Company by a third party.
- 7.3. The Company agrees to provide the Partner with reports and statistics on signed up Clients, and all related fee and payment information. The Partner will have no access to any personal data of the Client, as per the Data Protection Rules. Any access to data will be provided in an encrypted and non-identified format for payment and statistical purposes only.
- 7.4. Any promotional material given to the Partner by the Company shall be used only for the period this Agreement is in force. It is the Partners responsibility to maintain their Website, if applicable, and remain up to date, at all times with any marketing and promotional material. If the Partner systematically breaches such obligations, the Company may suspend or Terminate the Agreement.

8. Proprietary Rights

- 8.1. The Partner acknowledges and agrees that the Company and its licensors own all "Intellectual Property Rights" on the Company Website and all the Company's Products and Services. Except as expressly stated herein, this Agreement does not grant the Partner any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses belonging to the Company. All such rights are reserved to the Company.
- 8.2. The Company shall be permitted, both during the term of this Agreement and/or following the Termination and/or expiration of the Agreement, to use, any information related to the Clients and to provide any services to the Clients, and the Partner shall not have claim and/or right with respect thereto, other than the right to receive the Fees pursuant to the terms of this Agreement. The Client Data shall be deemed at the Company's sole and exclusive proprietary information and property and shall be further deemed as the Company's Confidential Information.
- 8.3. The Company shall maintain suitable copyright and trademark notices throughout the Partner's websites. The Company may include some or all of the Partner's trademarks in its own marketing and promotional materials.

9. Termination

- 9.1. The Company, at its sole discretion, may Terminate this Agreement, by giving 10 business days written notice to the Partner, specifying the Termination date. The Company reserves the right not to disclose to the Partner the reason for the Termination.
- 9.2. If a Partner is suspended as demonstrated above then the Company reserves the right to Terminate the Agreement based on Partner Inactivity without giving any notice to the Partner.
- 9.3. Upon Termination of this Agreement:
 - 9.3.1. the Partner shall return to the Company all, if any, Property in its possession or control;
 - 9.3.2. the Partner must immediately cease displaying or providing any of the Company's material on any of the Partner's website or otherwise;
 - 9.3.3. all rights licensed to the Partner will automatically be revoked.
 - 9.3.4. notwithstanding the above, in the event that the Partner has outstanding payments above the 100 USD threshold, the Partner will be eligible for the payment. This provision will not apply, if the Partner has been suspended for inactivity or has breached any of the terms of this Agreement, in which case Compensation will cease immediately. However, the Company shall be permitted to off-set any amounts owed to the Company by the Partner with any pending payments due to the Partner.
- 9.4. In case of material breach of any of the Terms of this Agreement, the Company retains the right to seek for indemnification under contract law or tort, for any losses, damages or liability incurred by the Partner in connection with such violation, in accordance with the provisions of this section.
- 9.5. Nothing in this Agreement excludes the liability of the Partner for fraud or fraudulent misrepresentation or any other matter in respect of which it would be unlawful to exclude or restrict liability.

10. Confidentiality

- 10.1. Each party undertakes that it shall not at any time during this Agreement disclose to any person any confidential information concerning the business, affairs, Clients or suppliers, etc of the other party or of any member of the group of companies to which the other party belongs.
- 10.2. Each Party acknowledges and agrees that any and all information associated with the other Party's business and not publicly known, including, but not limited to, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, Client lists, prospective Client lists, the Company's Intellectual Property Rights, product designs, sales, costs, content, marketing and promotional material and other unpublished financial information, business plans

and marketing data, is confidential and proprietary, whether or not marked as confidential or proprietary. Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations here-under. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than:

- 10.2.1. by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations here-under, who each shall treat such Confidential Information as provided herein;
- 10.2.2. as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement. Confidential Information shall not include any information which is:
 - 10.2.2.1. in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information;
 - 10.2.2.2. is independently developed by the non-disclosing Party without breaching any provisions of this Agreement;
 - 10.2.2.3. is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of this Agreement.
- 10.3. No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

11. Indemnity

- 11.1. The Partner agrees to indemnify and hold harmless the Company (or any of its shareholders, directors, officers, employees, representatives or licensors) from and against any liability, claims, demands, proceedings, cost, damages, expenses (including legal fees) and penalties whatsoever suffered or incurred by us arising out of the Partner's negligence, willful default or fraud or breach of the Partner obligations under this Agreement.
- 11.2. The Company, its directors, officers, employees and Related Entities, shall have no liability for any lost profits and/or any indirect, consequential, special, incidental or punitive damages, arising out of the products, Trading Platforms, the services, the Website or software failure, viruses, system failure (including, internet connection, electricity power cut, telephone communication failure, high Internet traffic demand, malicious interference, hardware error, mobile applications non-compatibility with our system, including our proprietary or third party system). The Company cannot guarantee that the software and/or the system, that the Company owns or manage on behalf of a third party, is uninterrupted and error free or available at all times.

12. Client Complaints

- 12.1. The Partner will promptly inform the Company by telephone and in writing, of any complaint against the Company and/or any of its Affiliated Entities Upon Company's request the Partner shall submit a full and detailed report with any supporting documents relating to the complaint within five (5) days of receiving the complaint.
- 12.2. The Partner agrees to notify the Company of any written or verbal complaint received from any Client which relates to any function that the Partner has undertaken, and, in the event, the Partner agrees action is necessary, it undertakes to take reasonable steps to amend its procedures to avoid the occurrence of similar complaints in the future.

13. General Provisions

- 13.1. If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable due to certain unforeseeable events, including but not limited to acts of God, war, governmental decree, natural disasters, power failure, failure in communication lines or other network failure, judgement or legal order, strike, or other circumstances, beyond that Party's reasonable control (Force Majeure), such Party shall be excused from the performance of the Services to the extent that it is prevented, hindered or delayed by such cause.
- 13.2. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 13.3. The Partner may be liable to pay taxes arising out of the cooperation with the Company, usually related to the Commissions the Partner is paid, depending on the local jurisdictions in which you are a tax resident in. The Company does not collect any taxes on behalf of its Partners. Also, the Company does not provide any tax advice and does not deal with any tax related issues. Please address any tax related concerns to a tax advisor.
- 13.4. This Agreement, sets forth the entire Agreement and understanding between the Parties and it supersedes any and all prior Agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein. No amendment or modification of any provision of this Agreement shall be valid unless set forth in writing.

14. Warranties

- 14.1. The Partner warrants and represents that:
 - 14.1.1. He has full right, power and authority to enter into this Agreement and He is not in any way prohibited from acting as Partners;

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- 14.1.2. He shall not be in breach of the Applicable Regulations in providing the Services;
 - 14.1.3. He is not bankrupt or subject to any administrative, insolvency order, tax or other proceedings;
 - 14.1.4. He has not been convicted for any criminal activity or been subject to any sanctions, regulatory or other investigations, for unlawful or unethical conduct or breach of any law, regulation or professional conduct other than minor traffic offenses.
 - 14.1.5. He shall not accept nor hold any Client Money;
 - 14.1.6. If the Partner is a legal entity, it is a company duly organized and validly existing and in good standing and is duly qualified and authorized to do business
- 14.2. Neither the execution nor the delivery of this Agreement nor the fulfillment of or compliance with the terms and provisions hereof by the Partner shall contravene any provision of law including, without limitation, any statute, rule regulation, judgement, decree, order, franchise or permit applicable to the Partner.
- 14.3. It is, and it shall remain during the term of this Agreement, in full compliance with the laws and regulations applicable within each territory in which it shall market and promote the Trading Platforms. The Partner agrees to cease its marketing activities and/or cease the operation of the same in any territory requested by the Company upon the occurrence of any illegality or suspicion of illegality.
- 14.4. The Partner shall:
- 14.4.1. market and promote the Company and its trading platform solely to Clients of legal age;
 - 14.4.2. require sufficient proof of Client's identities where and when appropriate;
 - 14.4.3. ensure that its promotions and related materials are in no way offensive, indecent, objectionable or obscene.

15. Severance

- 15.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 15.2. If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. Notice

- 16.1. For the purposes of this Agreement, "writing" or "written notice" is defined as typed

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text that is sent or received by email.

- 16.2. Any notice shall be in writing and deemed to have been duly given from the moment the email is sent to the below email addresses for the Company or to the last email address provided by the Partner to the Company.

Company: partners@tixee.com

17. Waiver

- 17.1. No failure to exercise, nor any delay in the 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.