



AFFILIATE AGREEMENT

Vantage Global Prime LLP

registration number OC376560
Address: 7 Bell Yard, London, WC2A 2J



IF YOU DO NOT WISH TO ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT PROMOTE THE SITE(S).

1 INTRODUCTION

- 1.1 This Affiliate Partnership Agreement (hereinafter referred to as the “Agreement”) is entered by and between Vantage UK, registered in the United Kingdom with registration number OC376560 and registered address at 7 Bell Yard, London, WC2A 2JR , operating under the tradename “Vantage” and the Affiliate. Vantage UK and the Affiliate shall be referred to herein as the “Parties”.
- 1.2 This Agreement governs the contractual relationship between the Affiliate and Vantage UK, by which the Affiliate can, subject to the present terms and conditions, be remunerated for introducing Qualified Traders to Vantage by promoting Vantage’s Products and Services (hereinafter referred to as the “Services”).
- 1.3 The Affiliate acknowledges and agrees that it is solely responsible for ensuring compliance with all applicable laws and regulations in connection with the provision of the Services. The Affiliate must obtain and maintain any licenses, registrations, consents, or other authorizations that may be required in the United Kingdom. The Affiliate shall bear full responsibility for determining and fulfilling such requirements and shall not hold the Broker liable for any failure to do so.
- 1.4 This Agreement does not constitute an authorisation by Vantage UK or the Companies for the Affiliate to provide any financial services under any UK laws and legislation. This Agreement does not grant the Affiliate any authorization to carry out regulated activities as defined under the UK Financial Services and Markets Act 2000 and the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001. The Affiliate must not, unless appropriately authorized or exempt, engage in any activities that constitute regulated activities, including but not limited to (a) arranging deals in investments; (b) advising on investments; and (c) communicating financial promotion.

2 INTERPRETATION OF TERMS

- 2.1 For the purposes of the present Agreement, the following terms shall be interpreted as follows:

“Active Trader” means any Trader who has been a Qualified Trader as per the provisions of this Agreement and as per Appendix A.

“Account(s)” means any trading account opened with Vantage.

“Affiliate” means whether an individual or an entity, who engages in promotional, advertising, marketing, and referral activities with the purpose of introducing individuals to register at Vantage UK. Such activities may include, without limitation, promotion of Vantage UK brand online, preparing marketing material, and directing web-traffic to the Vantage UK websites, with the ultimate aim of increasing the number of registered users who open accounts and trade on the Vantage UK platform.

“Affiliate Portal” means the secure account Affiliate interface area (or backend) on Vantage UK website where all Affiliates login in order to view all their data, get Affiliate links, view statistics, complete or update their payment profile and access promotional tools.

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

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

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

“Client” means any person, whether an individual and/or a company who has been or is being referred by the Affiliate to the Company and with whom the Company enters into a Client Agreement.

“Compensation” has the meaning in clause 7 and the compensation, charges and other rates applicable to this Agreement determined and expressed within Appendix A.



“CPA” means the fixed cost per acquisition available to an Affiliate per Qualified Trader, subject to fulfilment of the KPIs during the Qualifying Period.

“Electronic Message” means email, SMS, fax or any other electronic means of communication.

“Force Majeure Event” has the meaning as set out in clause 15.

“Fraud Traffic” means any traffic generated through illegal means or in bad faith to defraud the Vantage UK and/or Vantage, regardless of whether or not it actually causes harm. Fraud Traffic includes, but is not limited to, spam, false advertising, deposits generated by stolen credit cards, credit card fraud and/or chargebacks, collusion, manipulation of the service, system, bonuses or promotions, offers to share the Affiliate fee directly or indirectly with Prospective Clients or Traders, and any other unauthorized use of any third-party accounts, copyrights or trademarks.

“Vantage Affiliate website” means www.vantagemarkets.co.uk/partnerships/cpa-affiliates/

“Vantage Products and Services” means all and any trading financial instruments offered by Vantage UK, including but not limited to contracts-for-difference (“CFDs”) on foreign exchange, commodities, spot metals, shares, indices and on other and any other asset as stated on Vantage UK’s websites www.vantagemarkets.co.uk,

“Intellectual Property Rights” means patents, rights on inventions, copyrights and related rights, moral rights, trademarks, trade names and domain names, website content, rights in design, and computer software, database right and other similar or equivalent rights whether registered or not.

“KPIs” shall mean the Key Performance Indicators based on the minimum amount of deposit(s) and volume traded by a Qualified Trader in his/her Account(s) as determined by each level within Appendix A.

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

“Licence” means any licence, permission, consent or other authorisation held by Vantage UK to provide the Vantage Products and Services.

“Links” means any hypertext links (either a banner or text link) obtained from “My Banners” & “Referral Links” sections available within the Introducer’s Portal that provide further access to Vantage’s webpage used to identify Introducer activities, including Active Clients introduced by the Introducer.

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

“Operative Agreements” means the agreements entered into by the Client and Vantage UK that govern all trading activity of the Client with Vantage. Operative Agreements consist of the legal documents found on the legal documents page of Vantage UK and may be amended from time to time.

“Promotional Material” means any promotional, advertising, and communication materials that relate to Vantage UK, their products and services or relates to the introduction of a Prospective Client, and were provided to or prepared by an Affiliate for the purpose of promoting Vantage UK and introducing prospective clients to open accounts and trade with Vantage UK.

“Prospective Client” means any person who was referred to the Company by the Affiliate, which had subsequently registered an account with Vantage UK

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

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



“Trader” means an individual or a company, acting as a Client, who has registered through an Affiliate link, completed the Vantage registration procedure, has been approved by Vantage, has funded their Trader’s account and performed trading activity (i.e. opened or closed a position of at least 1 micro lot) within the Qualifying Period.

“Transaction” means any contract or transaction entered into or executed by the Client or on behalf of the Client arising under the Operative Agreements.

“USD” means US dollars.

“Written Notice” has the meaning set out in clause 8.

3 COMMENCEMENT

3.1 This Agreement commences from the date the Affiliate’s application is accepted and the Affiliate being granted access to the Affiliate Portal and continues unless terminated in accordance with this Agreement.

4 AFFILIATE’S PARTICIPATION CONDITIONS

4.1 In order for an Affiliate to be considered by Vantage UK for participation in the Affiliate Program, the Affiliate must:

- a) complete and submit the online application/questionnaire www.vantagemarkets.co.uk/partnerships/cpa-affiliates/ and read and accept online the present Agreement.
- b) provide (i) proof of identity documentation(s) such as government-issued proof of identity document i.e. passport, national identity card, or driver’s license; and (ii) proof of residential address prior to being accepted as an Affiliate and any other document or information required by Vantage UK.

If the Affiliate is a company or a legal entity, it must provide:

- i. Copy of Certificate of Incorporation;
- ii. Certificate of good standing or other proof of registered address of the company;
- iii. Organization chart revealing the ultimate beneficial owner of the company;
- iv. Proof of identity and proof of address of directors;
- v. Proof of identity and proof of address of other authorised representatives in case he/she will deal with Vantage UK on behalf of the entity;
- vi. Proof of identity and proof of address of all ultimate beneficial owner/shareholders (25% or more) prior to being accepted as an Affiliate; and
- vii. Any other document or information required by Vantage UK.

Acceptable proof of address must be a document issued within the last three months by a government authority, financial institution, or utility provider, such as a bank statement, utility bill, or government-issued letter showing the Affiliate’s full name and residential address.

4.2 The Affiliate represents that he or she has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform his or her obligations under this Agreement without the approval or consent of any other party. If the Affiliate is a company then the person agreeing to this Agreement on behalf of that company hereby represents and warrants that he or she is authorized and lawfully able to bind that company to this Agreement and that the company has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other third party.

4.3 The Affiliate represents and warrants that entering into and performing its obligations under this Agreement does not and will not: (a) conflict with or result in a breach of any other agreement, arrangement, or obligation to which the Affiliate is a party or by which the Affiliate is bound; (b) violate any applicable law, regulation, or order of any court or governmental authority; or (c) prevent or otherwise prohibit the Affiliate from fully performing its obligations under this Agreement.

4.4 The Affiliate represents and warrants that it is qualified under any applicable law, regulation or directive to provide the Services or offer Vantage Products and Services and that all actions that will be performed by the Affiliate will comply with the applicable law, regulation and directive. The Affiliate hereby acknowledges that it is solely responsible for being up-to-date on all matters that are related to the applicable laws, regulations and directives.

4.5 Vantage UK will assess the Affiliate’s application in good faith and will notify the Affiliate in a timely manner of its decision to either accept or reject the application.

4.6 Once the Affiliate’s application has been accepted, the Affiliate will be granted access to the secure Affiliate Portal. From this Affiliate Portal, the Affiliate shall be able to access information with regards to the Affiliate’s performance and commissions.

4.7 The Affiliate shall, upon request by Vantage UK from time to time, promptly provide any documents or information reasonably required by Vantage UK.



- 4.8 The Affiliate shall, upon request by Vantage UK or its affiliates from time to time, promptly provide true, accurate, and complete information regarding the Affiliate and its activities, including but not limited to websites, blogs, social media profiles, marketing channels, and any materials or communications intended for public dissemination in connection with this Agreement. The Affiliate acknowledges and agrees that all such materials and communications must be submitted to Vantage UK for prior review and written approval before being published or used.
- 4.9 The Affiliate shall further notify Vantage UK promptly of any changes to the Affiliate's details, activities, or materials relevant to this Agreement. The Affiliate upon commencement of this Agreement or as a request by Vantage UK from time to time must immediately provide to Vantage UK sufficient proof of ownership of an Affiliate's blog, website and/or social media profile.
- 4.10 The Affiliate shall market and promote Vantage UK and its services solely to residents and citizens of the United Kingdom. The Affiliate shall not, whether directly or indirectly, market, promote, solicit or target any person located in, or who is a resident or citizen of, any jurisdiction outside of the United Kingdom where such marketing, promotion, solicitation or targeting would be unlawful or would require Vantage UK or the Affiliate to be licensed or registered in that jurisdiction.
- 4.11 All Promotional Material, unless provided by Vantage UK, must be submitted to Vantage UK for prior written approval before being used, published, or disseminated in any manner. All Promotional Materials, whether prepared by the Affiliate or Vantage UK, shall become the property of Vantage UK upon submission by the Affiliate, and the Affiliate shall not acquire any rights, title, or interest therein. Promotional Materials, including website landing pages and other materials prepared by an Affiliate in the performance of this Agreement, must only be used for the purposes set out in this Agreement, only after Vantage UK has granted written approval, and must contain the Affiliate's logo and a disclaimer that states the following:
- "All materials set out herein are prepared by the Affiliate. The Affiliate is solely liable for the content of any materials it prepares, and Vantage Global Prime LLP and any other entity trading under the "Vantage" or "Vantage UK" trademark, brand, or logo shall bear no responsibility or liability whatsoever for the accuracy, completeness, legality, or content of such materials. Any claims, complaints, or disputes relating to such materials shall be directed solely to the Affiliate. Investors and prospective clients are strongly advised to conduct their own independent research and due diligence, and to seek independent professional advice, before relying on any information provided by the Affiliate. Vantage Global Prime LLP does not endorse, verify, or accept any responsibility for any representations or statements made by the Affiliate."*
- 4.12 To perform the Services described in this Agreement, the Affiliate will bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities relating to the Services.
- 4.13 The Affiliate will provide all necessary website raw data files and access to websites, blogs, social media profiles or any other websites associated with the Affiliate upon Vantage UK's request. This shall include the accounts change history where necessary. Access will be provided within 24 hours of any request.
- 4.14 Any Promotional Material developed or created by Vantage UK and placed or used by the Affiliate, is owned by Vantage UK and/or Vantage and, except for the purpose of this Agreement, must not be used by the Affiliate solely or in conjunction with any other person, without the prior written consent of the Company. The Company can withdraw its approval of use of the Affiliate's Links or require from time to time that an Affiliate make changes to the placement of any Promotional Material to:
- a) Ensuring the Affiliate's website and/or social network have a link directing Prospective Clients to Vantage UK websites;
 - b) Ensuring the Company's logo, brand name, banners or information is only provided to Prospective Clients with the prior written approval of Vantage UK;
 - c) Ensuring the placement of the Promotional Material in an obvious location on the Affiliate's website;
 - d) ensure compliance with all applicable laws, regulations, and regulatory requirements in any relevant jurisdiction; or
 - e) Any other reason considered necessary by the Company, Vantage UK and/or Vantage
- 4.15 The Affiliate must at all times act in good faith and must not make any false and/or misleading, deceptive, incomplete, or inaccurate statement or representations, including by omission or half-truth, with respect to Vantage UK, and or its products and service. The Affiliate shall also refrain from engaging in any conduct or practice that may affect the image, credibility, integrity, or reputation of Vantage UK and/or Vantage.



- 4.16 The Affiliate shall not, whether directly or indirectly, through any act or omission, engage in any conduct which may harm or adversely affect Vantage UK's products and services. Without limitation, the Affiliate agrees that it shall not:
- a) use any website, page, platform, or communication channel used in connection with the promotion of Vantage UK and/or its products and services to engage in unlawful activities, or to publish, link to, or make available any content that is defamatory, violent, pornographic, obscene, threatening, discriminatory (including on the basis of race or ethnicity), or otherwise in breach of any applicable law or third-party rights;
 - b) infringe any intellectual property or proprietary rights of Vantage UK, or any third party, or publish or communicate any defamatory, harassing, misleading, incomplete, untruthful, or deceitful statements regarding Vantage UK, Vantage, or their respective businesses, activities, and products;
 - c) engage in any fraudulent, unethical, or unlawful activity in connection with the Affiliate Program, including downloading, installing, using, or enabling any illegal, unauthorized, or malicious software, or using any method or technology intended to divert, misappropriate, or interfere with commission payments, referrals, or the performance of other Affiliates or Vantage UK's systems; and
 - d) engage in any other conduct which, in the sole discretion of Vantage UK, or any entity trading under the "Vantage" trademark, brand, or logo, may damage or adversely affect the reputation, goodwill, regulatory standing, or commercial interests of Vantage UK or its associated entities.
- 4.17 For the avoidance of doubt, the Affiliate shall bear sole responsibility and liability for ensuring that any materials it prepares or uses in connection with this Agreement, including any content incorporating or using third-party intellectual property rights (such as copyrights, trademarks, or other proprietary materials), have been lawfully obtained and are used with all necessary authorisations, licences, and consents. Vantage UK shall assume that any materials submitted or used by the Affiliate have been properly cleared for use, and shall not be held responsible or liable for any unlawful or unauthorised use of third-party intellectual property by the Affiliate.
- 4.18 Vantage UK reserves the right at its absolute discretion to terminate this Agreement and the Affiliate's participation in the Affiliate Program and/or remove a Client from the Affiliate for the purpose of calculating Compensation with immediate effect in the event Vantage UK suspect that the Affiliate and/or any of his/hers Clients commits any fraud in the use of and/or abuse of the Affiliate Program and/or any attempt of collusion and/or manipulation and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or breach of the terms and conditions of this Agreement and/or breach any applicable laws, regulations or directives. In the event that Vantage UK terminates this Agreement because of a breach this clause, Vantage UK will not be liable to the Affiliate for any commissions resulting from such fraud, breach or abuse detected and/or suspected.
- 4.19 The Affiliate acknowledges and agrees that it is strictly prohibited from using any Promotional Materials or other information provided by Vantage UK to:
- (a) encourage, solicit, request, or otherwise arrange for any Prospective Client or Client of Vantage UK to transfer funds to the Affiliate or any third party, or to provide the Affiliate with access to the Client's funds or trading accounts;
 - (b) offer to, or undertake to, trade, manage, or exercise control over any trading accounts on behalf of any Prospective Client or Client, whether on a discretionary or non-discretionary basis;
 - (c) provide, or hold itself out as providing, any investment advice, recommendation, or personal opinion in relation to Vantage UK's products or services;
 - (d) arrange or purport to arrange transactions in investments, or otherwise seek to facilitate or intermediate any transaction between Prospective Clients or Clients and Vantage UK, except in accordance with this Agreement and solely for the purpose of introducing such clients; or
 - (e) engage in any other conduct that may be considered the carrying on of a regulated activity without appropriate authorisation under applicable laws and regulations, including, without limitation, the rules of the Financial Conduct Authority.
- 4.20 The Affiliate must not transmit to or in any way, whether directly or indirectly, expose Vantage UK websites, content, platforms and property to any computer virus or other similarly harmful or malicious material, virus or device.
- 4.21 The Affiliate shall not, by any act or omission, create, assist in the creation or design of, or use, any website, marketing material, communication, or other content in any form that explicitly or implicitly resembles, imitates, or could reasonably be perceived as being associated with the official websites, brands, or materials of Vantage UK, Vantage UK, or any affiliated business.
- 4.22 The Affiliate shall not, in any manner, hold itself out or represent itself as being a representative, employee, agent, partner, or otherwise authorised representative of Vantage UK, or any other entity trading under the "Vantage" brand or logo. The Affiliate must ensure that all communications and promotional activities clearly indicate that the Affiliate is an independent third party of Vantage UK and its affiliated companies.
- 4.23 The Affiliate will promptly inform Vantage UK of any information or acts of a third party that has become known to the Affiliate that could potentially harm Vantage UK and/or Vantage Products and Services and/or their reputation in any way and manner.



4.24 The Affiliate shall not, without the prior written consent of Vantage UK or Vantage UK, directly or indirectly:

- (a) register, purchase, license, lease, use, or otherwise acquire any domain name, subdomain, social media account, application, page, or profile that includes, incorporates, or is confusingly similar to the name "Vantage", "Vantage UK", or any other trademarks, brand identifiers, or terms that may reasonably be confused with Vantage UK or its associated entities;
- (b) use any such terms or brand identifiers in connection with any paid search, keyword advertising, search engine optimization (SEO), meta tags, hashtags, or other online marketing and promotional activities;
- (c) engage in any other conduct that may mislead or cause confusion as to the Affiliate's relationship with Vantage UK, or their associated brands and businesses.
- (d) Vantage UK reserves the right, at any time, to request that the Affiliate provide Vantage UK with direct, read-only access to the Affiliate's paid search accounts, including but not limited to accounts on Google Ads, Bing Ads, or any other similar advertising platforms, for the purpose of monitoring keyword usage, advertising activities, and change history. Upon receiving such a request, the Affiliate shall provide the requested access within forty-eight (48) hours. In addition, the Affiliate shall, upon request, provide Vantage UK and/or its affiliates with access to all relevant records, data, and, where reasonably required, premises relating to the Affiliate's marketing activities conducted pursuant to this Agreement, in order to enable monitoring, auditing, or verification of the Affiliate's compliance with the terms of this Agreement and applicable laws and regulations.

4.25 The Affiliate shall not introduce, solicit, or refer any Prospective Clients to Vantage UK from jurisdictions where Vantage UK, or any of their associated entities are prohibited or not authorised to offer or provide contracts for difference (CFDs) or other products and services (the "Restricted Jurisdictions"). The Affiliate and its representatives will comply with applicable laws, regulations or directives in the provision of the Services. The Affiliate acknowledges and agrees that it is its responsibility to ensure compliance with this restriction at all times and to regularly consult Vantage UK for updated information on Restricted Jurisdictions.



- 4.26 Vantage UK will have the right to maintain records of an Affiliate's activities and any Prospective Clients or Traders they have referred under this Agreement and the Affiliate will, at their own cost, provide such records and/or reports to Vantage UK and/or Vantage on a monthly basis or as otherwise agreed between Vantage and the Affiliate.

5 MONITORING, ATTESTATIONS AND AUDIT

- 5.1 Vantage UK will have the right to direct the Affiliate to obtain and provide it with a report, prepared by a suitably qualified person as nominated by the Vantage UK, regarding the Affiliate's compliance with this Agreement or any applicable laws, regulations and directives. The costs associated with the preparation of such a report will be borne solely by the Affiliate. The terms of any such review or audit must be agreed to by Vantage UK.
- 5.2 Prior to the payment of any Compensation under clause 6, Vantage UK may require the Affiliate to provide Vantage UK with a signed attestation in the form required by Vantage UK regarding the Affiliate's compliance with the Agreement and any applicable laws, regulations.

6 COMPENSATION

- 6.1 The Affiliate's compensation is calculated and paid subject to the terms in Appendix A, which may be amended from time to time at Vantage UK's absolute and sole discretion by giving at least 7 Business Days prior Written Notice. Compensation may be paid by Vantage UK or by any other party designated by Vantage UK for this purpose. The Affiliate acknowledges and agrees that payment by such designated party shall constitute full discharge of Vantage UK's obligation to make payment under this Agreement.
- 6.2 In addition to amounts payable in accordance with clauses 6.1, Vantage UK or by any other party designated by Vantage UK may pay to the Affiliate a monthly compensation if the Affiliate meets the conditions in Appendix A.
- 6.3 Compensation will be paid within 15 days of the end of each calendar month, provided that the Affiliate's commission balance reached or exceeded USD 1,000. If the commission balance is less than USD 1,000 for a given month, the unpaid balance shall be carried forward and added to subsequent months' commissions until the total commission balance reaches USD 1,000 or more, at which point payment shall be made in accordance with this Clause. We reserve the right to void your commission entitlement and/or terminate this Agreement under clause 6 if your carried-over commission balance fails to reach USD 1,000 within 6 consecutive calendar months.
- 6.4 Vantage UK or its designated persons will pay commissions to the Affiliate into the account registered by the Affiliate in the Affiliate Portal. The Affiliate acknowledges and agrees that it must at Vantage UK's discretion, provide sufficient evidence to verify that the bank account or destination account is held under the Affiliate's name. Vantage UK and its affiliates will not be liable for any delays if the Affiliate has not registered any account details, registered incorrect account details or failed to provide proof of bank account ownership.
- 6.5 Without prejudice to the foregoing, Vantage UK has the right to do one or more of the following;
- a) not to pay to the Affiliate the Compensation under this clause;
 - b) cancel any accrued commission entitlements;
 - c) amend the terms of Appendix A and/or the terms of this Agreement;
 - d) close any Affiliate account with immediate effect; and
 - e) terminate the Agreement,
- if Vantage UK, in its sole discretion, is of the view that:
- f) any of the transactions entered into or executed by the Trader under the Operative Agreements, are being opened and closed just for the benefit of earning compensation for the Affiliate (often referred to as "churning");
 - g) the Affiliate has engaged in any form of abuse, market abuse or market manipulation;
 - h) the Affiliate has acted dishonestly towards a Trader or a Prospective Client;
 - i) the traffic referred by the Affiliate constitutes Fraud Traffic;
 - j) the Affiliate has breached any term of this Agreement;
 - k) the Affiliate has provided or communicated, directly or indirectly, any trading signals, recommendations, instructions, or directions to a Trader or Prospective Client in relation to trading activities;
 - l) the Affiliate has cooperated or otherwise engaged with a Trader or Prospective Client, directly or indirectly, for the purpose of securing or generating profits for the Trader or Prospective Client or otherwise participating in the Trader's or Prospective Client's trading activities; or
 - m) the Affiliate has engaged in or is connected to any suspicious trading activity, or activity which Vantage UK reasonably believes may involve fraud, market abuse, collusion, or other misconduct.
- 6.6 In the event that an Affiliate refers 5 or less Qualified Traders on any given month, Vantage UK has the right to deduct the commission benefit that the Affiliate is entitled to under this Agreement.
- 6.7 If churning occurs, Vantage UK reserves the right to charge a fee to the Introducer equivalent to the amounts earned from churning.



- 6.8 The Introducer acknowledges it is not entitled to earn Introducer's compensation from trading on his/her own personal Trading Account.
- 6.9 Removal/Transfer of Traders:
- a) Where a Trader has notified Vantage UK that they wish to be removed, unlinked, or unassigned from an Affiliate, the Affiliate shall immediately cease earning any commissions or other compensation in respect of that Trader from the date of such notification. Vantage UK shall not be liable to the Affiliate for any consequences arising from the unlinking or transfer of the Trader to another Affiliate, and the Affiliate shall have no further rights in relation to such Trader.;
 - b) In the event that a Trader is transferred to another Affiliate during the Qualifying Period, Vantage UK shall, in its absolute discretion, determine whether any compensation is payable in respect of that Trader and, if so, to which Affiliate such compensation shall be paid;
 - c) Where a Trader is transferred from one Affiliate to another, the Qualifying Period shall not restart and any applicable periods shall continue to run from the date the Trader was originally referred to Vantage UK;
 - d) Where Vantage UK has reasonable grounds to suspect that any fraud, abuse, market manipulation, deceitful conduct, or other improper activity has occurred in connection with the removal, unlinking, or transfer of a Trader between Affiliates, Vantage UK may, in its sole discretion, take such action as it deems appropriate, including but not limited to cancel any accrued commission benefits, non-payment of any compensation and/or termination of this Agreement.

7 WRITTEN NOTICE

- 7.1 Unless the contrary is specifically provided in this Agreement, any Written Notice under this Agreement:
- a) shall be in writing;
 - b) shall be in the English language;
 - c) shall be (i) delivered personally or sent by post (and air mail if overseas) or by email to the Party due to receive the Written Notice at its address set out in the Affiliate Portal; or (ii) published on the Vantage Partner's website, the Vantage UK's websites or within the Affiliate Portal.



7.2 The Affiliate warrants that all contact information disclosed to the Company or Vantage UK in accordance with this Agreement is true, correct and accurate. Any attempt by the Company or its affiliate to contact the Affiliate unsuccessfully due to incorrect communication information provided (e.g. postal address, email address or fax numbers) by the Affiliate, may result in the immediate suspension and/or termination of the Agreement by Vantage UK.

7.3 Any Written Notice is deemed to have been served:

- a) if sent by air mail, six business days after posting it; or
- b) if sent by email, when sent unless an automated notification of non-delivery is received; or
- c) if published on the Vantage UK's website or within the Affiliate Portal, within one hour after it has been posted.

8 AMENDMENT AND TERMINATION

8.1 The Affiliate acknowledges that Vantage UK has the unilateral right to modify the terms of this Agreement including any Addendum or Appendices by giving the Affiliate at least 3 Business Days Written Notice.

8.2 The Affiliate may terminate this Agreement by giving 30 Business Days prior Written Notice to Vantage UK. Upon termination, the Affiliate shall have no further rights to receive Compensation or any other payments in respect of Prospective Clients or Traders introduced prior to termination. Furthermore, the Affiliate agrees that it shall not, for a period of twelve (12) months following termination, directly or indirectly solicit, induce, or attempt to solicit or induce, any Prospective Client or Trader introduced to Vantage UK by the Affiliate, to cease trading with Vantage UK, withdraw funds from Vantage UK, or otherwise terminate their relationship with Vantage UK, or to engage with the Affiliate or any third party in relation to any competing trading products or services.

8.3 Vantage UK may terminate this Agreement, with or without cause, with immediate effect by giving a Written Notice to the Affiliate.

8.4 Upon termination of the Agreement, the Affiliate is obliged to return to Vantage UK and/or Vantage any Promotional Material and the Affiliate will withdraw such Promotional Material.

8.5 Termination of this Agreement will not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination.

9 LIMITATIONS OF LIABILITY AND INDEMNITY

9.1 To the extent permitted at law, Vantage UK or its affiliate will not be liable to the Affiliate with respect to this Agreement in contract, negligence, tort, strict liability, or any other legal or equitable principles for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits or lost business). Further, notwithstanding anything to the contrary contained in this Agreement, in no event will Vantage UK's cumulative liability to the Affiliate arising out of or related to this Agreement, whether based in contract, negligence, strict liability, tort or any other legal or equitable principles, exceed the Compensation payable to the Affiliate under this Agreement.

9.2 Vantage UK makes no express or implied representations or warranties regarding Vantage UK's service and website or the products or services provided therein, any implied warranties of Vantage UK ability, fitness for a particular purpose, and non-infringement are expressly disclaimed and excluded. In addition, Vantage UK makes no representation that the operation of Vantage UK site or the Vantage UK site shall be uninterrupted or error-free, and we shall not be liable for the consequences of any interruptions or errors.

9.3 The Affiliate hereby agrees to indemnify and hold harmless Vantage UK, their subsidiaries and affiliates, directors, officers, employees, agents, shareholders, partners, members, and other owners (collectively, the "Indemnified Parties"), from and against any and all claims, actions, proceedings, demands, liabilities, losses, damages, judgments, settlements, fines, penalties, costs, and expenses (including reasonable legal and professional fees) (collectively, "Losses") arising out of or in connection with: (a) any breach by the Affiliate of the terms and conditions of this Agreement; (b) any claim that the use by Vantage UK of any trademarks, trade names, service marks, copyrights, licenses, intellectual property, or other proprietary rights provided by the Affiliate infringes the rights of any third party; (c) any misrepresentation, breach of warranty, or breach of covenant by the Affiliate under this Agreement; (d) any claim relating to the Affiliate's website, marketing materials, or other media, including without limitation any content not provided or approved by Vantage UK; or (e) any fraud, negligence, wilful misconduct, or regulatory breach by the Affiliate which results in Losses or liabilities to the Indemnified Parties.

10 PERSONAL DATA AND RECORDING OF TELEPHONE CALLS

10.1 Vantage UK may process, use, store or otherwise process personal information provided by the Affiliate.

10.2 By entering into this Agreement, the Affiliate expressly consents to the collection, use, processing, storage, disclosure, and transfer by Vantage UK, its affiliates, partners, service providers, and regulatory authorities of all personal data and other information provided by the Affiliate, for the purposes of performing this Agreement, complying with applicable laws and regulations, fulfilling operational and administrative requirements, and for any other lawful purposes relating to Vantage UK's business activities.

10.3 The Affiliate agrees that Vantage UK may pass information about the Affiliate which the Affiliate has provided to Vantage UK and/or to third parties in order to assist the Company and Vantage U to process and/or analyze the relevant information as a part of Vantage UK fulfilling its obligations under this Agreement.



- 10.4 Such personal data may also be used for marketing purposes, or to conduct research for Vantage UK or the Company or other companies in its group that may use the personal data to bring to the attention of the Affiliate products and services that may be of interest to the Affiliate. If the Affiliate does not wish the Affiliate's personal data to be held for such purposes, the Affiliate will give Vantage UK Written Notice.
- 10.5 Telephone conversations and/or electronic communications between the Affiliate and the Vantage UK and/or Vantage shall be recorded and/or monitored and/or processed by Vantage UK and/or Vantage. The Affiliate, by entering into this Agreement, expressly consents to Vantage UK recording and/or processing these telephone conversations and/or electronic communications. All instructions received by telephone shall be binding as if received in writing. Any recordings shall be and remain the sole property of the Vantage UK and/or Vantage and shall be accepted by the Affiliate as conclusive evidence of the instructions or conversations so recorded. The Affiliate agrees that Vantage UK and/or Vantage may deliver copies of transcripts of such recordings to any court, regulatory or government authority. A copy of the records kept in accordance with this Clause shall be provided to the Affiliate upon request and shall be kept for a period of five years and, where requested by any competent authority, for a period of up to seven years from the date of creation of the record.

11 CONSENT TO DIRECT CONTACT

- 11.1 The Affiliate expressly invites the Company, for the purposes of administering the terms of this Agreement or otherwise marketing Vantage Products and Services, from time to time, to make direct contact with the Affiliate by telephone, email, or otherwise.
- 11.2 The Affiliate consents to such communications and acknowledges that such communication would not be considered by the Affiliate as being a breach of any of the Affiliate's rights under any relevant data protection and/or privacy regulations.

12 CONFIDENTIALITY

- 12.1 All information, including but not limited to, any business, technical, financial, and customer information disclosed by Vantage UK to the Affiliate during negotiation or the effective term of this Agreement, shall remain the sole property of Vantage UK. Without prejudice to the foregoing, all information shall be treated as such provided that such information is not already in the public domain. The Affiliate agrees that it shall not, disclose any Confidential Information to any person or entity other than its employees, officers, representatives, or professional advisors who have a strict need to know such information for the purposes of performing this Agreement, and who are subject to confidentiality obligations no less protective than those set out herein. Notwithstanding the foregoing, the Affiliate may disclose Confidential Information if and to the extent required by applicable law, regulation, or order of a competent authority, provided that:
- (a) the Affiliate gives Vantage UK prompt written notice of such requirement (to the extent legally permitted);
 - (b) allows Vantage UK a reasonable opportunity to review the requested disclosure and, at its own cost, seek to prevent or limit such disclosure; and
 - (c) discloses only the minimum amount of Confidential Information legally required to comply with the applicable law or order.

For the avoidance of doubt, Confidential Information does not include information which is or becomes publicly available through no breach of this Agreement by the Affiliate.

13 PROPRIETARY RIGHTS

- 13.1 Vantage UK grants to the Affiliate, for the duration of this Agreement, a nonexclusive, non-transferable, revocable right to access the Vantage UK site through the Link solely in accordance with the terms of this Agreement. This license shall be used solely in connection with the Link, and it shall extend exclusively to Promotional Material, for the sole purpose of introducing Traders and/or promoting and/or advertising Vantage Products and Services.
- 13.2 The Affiliate shall not use any Vantage UK or Vantage Promotional Materials or proprietary materials or other intellectual property in any manner that is disparaging, misleading, obscene, or in any way detrimental to Vantage UK and/or Vantage.
- 13.3 Vantage UK reserve all of its rights in the materials provided and all of its other proprietary rights.
- 13.4 Vantage UK shall be entitled to revoke this license to use the Link or the Promotional Materials at any time and at its sole discretion.
- 13.5 Any inappropriate use of the Link, text, banners, trademarks, trade names, service marks and other intellectual property or other advertisements not expressly approved of in writing or provided by Vantage UK may cause immediate termination of this Agreement.
- 13.6 In the event of termination of this Agreement for any reason, the Affiliate shall promptly surrender, and deliver to Vantage UK any proprietary and/or Promotional Materials.



- 13.7 The Affiliate agrees to indemnify, defend, and hold harmless Vantage UK and its affiliates (together, the "Indemnified Parties") at all times from and against any and all costs, claims, demands, damages, losses, liabilities, and expenses (including reasonable legal fees) incurred by, or imposed upon, the Indemnified Parties arising out of or in connection with any claim that:
- (a) the Affiliate's proprietary materials, content, or other intellectual property used in connection with this Agreement infringe the intellectual property rights or proprietary rights of any third party; or
 - (b) otherwise relates to the provision of services or performance of obligations by the Affiliate under this Agreement.
- 13.8 Except as expressly permitted under this Agreement, the Affiliate shall not, without the prior written consent of Vantage UK:
- (a) use the "Vantage" trademark, name, or any other intellectual property of Vantage UK and its affiliate (including any variations, misspellings, or terms confusingly similar thereto) (collectively, the "Licensed Materials") in any manner;
 - (b) use the Licensed Materials, or any IP address or domain name associated with Vantage UK and its affiliate, in connection with any domain name, website, bids for keywords, search engine advertising (including Google Ads or similar programs), metatags, keywords, search terms, source code, or other online advertising or promotional activities; or
 - (c) engage in any conduct, including online or search engine activities, that may cause or create confusion, mistake, or deception, including "initial interest confusion", regarding the affiliation, connection, or association of the Affiliate with Vantage UK or its affiliates.
- 13.9 Any use of Vantage UK's intellectual property rights, including its trademarks, trade names, service marks, copyrights, or other proprietary rights, in any manner not expressly permitted under this Agreement shall constitute a breach of this Agreement and an unlawful infringement of Vantage UK's Intellectual Property rights. Such unauthorized use may subject the Affiliate to legal claims, including claims for damages (which may include, without limitation, treble damages in cases of knowing or wilful infringement), as well as liability for all legal fees, costs, and expenses incurred by Vantage UK in connection with any action to enforce their rights.
- 13.10 Without limiting the foregoing, the Affiliate shall have no right to use the "Vantage" name, or any variation, misspelling, or confusingly similar term:
- (a) as part of any domain name, subdomain, or website URL;
 - (b) as part of any username, nickname, handle, or profile name on any social media or networking site; or
 - (c) in any other manner not expressly authorised by Vantage UK in writing, including for personal or non-commercial purposes.
- Furthermore, the Affiliate shall not use any of Vantage UK's registered trademarks, trade names, service marks, copyrights, licenses, or proprietary information in any way without prior written consent.

14 FORCE MAJEURE

- 14.1 Vantage UK shall not be liable for the non-performance or improper performance of its obligations under this Agreement, should Vantage UK be prevented from or is unable to do so due to a Force Majeure Event.
- 14.2 A Force Majeure Event is defined to include (but is not limited to) any Government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; Labour disputes not including disputes involving the Company's workforce; discontinuance or suspension of the operation of any market; failure of communication for any reason with market makers, mal-functioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the trading platform(s); Any other extreme event beyond the reasonable control of the Company which may suddenly or drastically affect the prices in any underlying asset / market as well as any other event, act and/or circumstances that shall have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within the Vantage UK' reasonable control, and the effect of that event(s) is such that Vantage Partner is not in a position to take any reasonable action to prevent.
- 14.3 If Vantage UK determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) Vantage UK may without prior Written Notice and at any time take or omit to take all such actions as Vantage UK deem to be reasonably appropriate in these circumstances.

15 DISPUTE RESOLUTION

- 15.1 The parties further agree that they will use the following procedure to identify and resolve disputes between them:
- a) either party may identify a dispute by sending a dispute notice to the other party in accordance with clause 8 ;
 - b) following the receipt of a dispute notice by a party to this Agreement ("Dispute Date"), the parties will consult in good faith in an attempt to resolve the dispute in a timely manner, including without limitation, by exchanging any relevant information and by identifying and using any agreed process which can be applied to the subject of the dispute or, where no such agreed process exists or the parties agree that such agreed process would be unsuitable, determining and applying a resolution



- method for the dispute; and
- c) with respect to any dispute that is not resolved within 5 Business Days of the Dispute Date, refer issues internally to appropriate senior members of staff of such party or of its Affiliate, adviser or agent in addition to actions under (b) immediately above (including actions under any agreed process identified and used under (b) immediately above) and to the extent such referral has not occurred as a result of action under (b) immediately above (including any agreed process).



16 MISCELLANEOUS

- 16.1 In the event that a situation arises which is not expressly covered by this Agreement, Vantage UK shall have the sole and absolute discretion to determine the appropriate course of action. In exercising such discretion, Vantage UK may, but is not obliged to, take into account principles of good faith, fairness, and prevailing market practice, having due regard to its commercial interests and regulatory obligations. The Affiliate agrees that any such determination made by Vantage UK shall be final and binding.
- 16.2 No failure or delay by Vantage UK in exercising any right, power, or remedy under this Agreement or at law shall operate as a waiver of that or any other right, power, or remedy. No single or partial exercise of any right, power, or remedy shall preclude any further or other exercise of that or any other right, power, or remedy. Vantage UK may, at its absolute discretion, release, waive, compromise, or postpone any liability of the Affiliate, in whole or in part. Any such waiver or release shall be effective only if made in writing and shall not be deemed a waiver of any other liability or breach, nor prevent Vantage UK from subsequently requiring strict compliance with the terms of this Agreement.
- 16.3 The rights and remedies provided to Vantage UK and its affiliates under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 16.4 Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Affiliate and Vantage UK and its affiliates.
- 16.5 The Affiliate shall not represent itself as an agent of Vantage UK and/or its affiliates and the Affiliate shall have no authority or power to bind Vantage UK and/or its affiliate or to contract in the name of or create a liability against any of these.
- 16.6 The Affiliate agrees to inform Vantage UK about all facts and circumstances, he/she becomes aware of, that may result in undesired consequences (risks) for the Company or Vantage UK.
- 16.7 The Affiliate agrees that Vantage UK can assign, novate or transfer the benefit and burden of this Agreement to a third party in whole or in part, provided that such third party agrees to abide by the terms of this Agreement. Such assignment, novation or transfer will come into effect 10 Business Days following the day the Affiliate is deemed to have received Written Notice of the assignment, novation or transfer in accordance with this Agreement.
- 16.8 The Affiliate shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Affiliate's rights or obligations under this Agreement without the prior written consent of Vantage UK and any purported assignment, charge or transfer in violation of this term shall be void.
- 16.9 If any term of this Agreement (or any part of the term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.
- 16.10 This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.
- 16.11 With respect to any proceedings, the Affiliate irrevocably:
- a) agrees that the courts of the United Kingdom shall have exclusive jurisdiction to determine any proceedings;
 - b) waives any objection which the Affiliate may have at any time to bring any proceedings in any such court; and
 - c) agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Affiliate.
- 16.12 In the event of any controversy or dispute regarding the interpretation or implementation of this Agreement, Vantage UK shall have the sole and absolute discretion to determine the interpretation, and such determination shall be final and binding on the Affiliate.
- 16.13 This Agreement and any Addendums and Appendices referred to in it, constitute the entire agreement between parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between Parties or either of them.
- 16.14 The headings and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
- 16.15 Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.

