CMTRADING
PARTNERS



BUSINESS REFERRAL AGREEMENT

1. GENERAL:

1.1. This Business Referral Agreement (hereinafter referred to as the "Agreement") is entered the Effective Date by and between:

GCMT GROUP LTD. (hereinafter referred to as "the Company" with registered address in Suite 108, Premier Building, Victoria, Mahe, Seychelles with registration No. 104785, and representing trading name "CMTrading";

AND,

The Entity who has completed the Application to become Business Referrer (hereinafter referred to as "the BR"). The Company and the BR shall be sometimes referred to herein as "the Parties".

2. BACKGROUND.

2.1. WHEREAS GCMT GROUP LTD. is the parent company of an international group ("GCMT GROUP" or the "Company") operating under the following companies via each respective license ("the licenses"):

- GCMT LIMITED, regulated by the Financial Services Authority of Seychelles (SD070).
- GCMT SA (PTY) LTD, A Juristic Representative and agent of BLACKSTONE MARKETING SA (PTY) LTD Registration No.2010/010099/07 regulated by the South African Financial Sector Conduct Authority FSP No. 38782);

2.2. WHEREAS GCMT GROUP LTD. has the sole and exclusive license to use the domain www.cmtrading.com worldwide.

2.3. WHEREAS GCMT GROUP LTD., under the terms of its operating license issued for each member of the GROUP, must always adhere to the relevant Applicable Laws and Regulations.

2.4. WHEREAS, at the date of this Agreement, GCMT GROUP LTD. engages in the online trading of Forex and Contracts for Difference ("CFDs") in underlying financial instruments such as foreign exchange, commodities, indices, shares and bonds, collectively known as financial instruments.

2.5. This Agreement governs the contractual relationship between the BR and The Company, by which the BR can subject to the present terms and conditions be remunerated for introducing clients to The Company.

NOW THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

3. INTERPETATION.

The following terms, its definitions and rules of interpretation apply in this Agreement:

BR Application Form: means the form to be completed by the BR, located on the Company's web-site (www.cmtrading.com), prior to the time of entry into this Agreement, or at any given time during the course of business, the provisions of which are incorporated herein.

Applicable Laws and Regulations means any laws, regulations, directives, circulars, regulatory and administrative decisions, rules of any regulated market (local or global), to which any member of the Company are or may be subject to from time to time.

Banned Jurisdictions means, Belgium, Canada, Democratic Republic of Korea, France, Iran Israel, North Korea, Seychelles, Somalia, United States of America, Venezuela and any such other jurisdiction as the Company may from time to time at its discretion designate as a "Banned Jurisdiction" by a written notice to the BR.

Client: means a legal or natural person which is either a prospective or existing client of the Company and has been appropriately screened and vetted for Anti Money Laundering and Compliance purposes and has completed a client onboarding process successfully in accordance with the Terms and Conditions of the Company.

BR System means the electronic system of the Company to which the BR will receive access to monitor and maintain their client base, monitor the compensation agreed between the BR and the Company and perform other functions to administer the relationship between the BR and clients and the BR and the Company.

4. COMMENCEMENT.

4.1. This Agreement governs the contractual relationship between the BR and the Company, by which the BR, subject to the present Terms and Conditions, is remunerated for referring Clients to the Company.

4.2. WHEREAS the Company is licensed to provide and to engage the BR for the purpose of providing services related to the business development, promotion, and marketing of its Investment Services to Clients and potential Clients of the Company, as further described herein.

4.3. WHEREAS the Business Referrer engaged in the business of referring Clients relating to the Business Activity, agrees to act as an intermediary between the Company and his/her Clients (collectively, the "Services").

4.4. The BR is prepared to refer Clients to the Company and in return, receive payment as stipulated in the Fee schedule as agreed with the Company, subject to the terms and conditions of this Agreement, including being compliant with all the relevant Applicable Laws and Regulations.

4.5. This Agreement sets out the obligations of the BR in acting, on the basis and within the terms and limits of this Agreement.

4.6. This Agreement will become effective on the date The Company approves the BR and will continue unless or until terminated by either Party in accordance with clause 18 below herein.

5. REPRESENTATIONS.

5.1. A BR will be considered for participation by the Company in the BR program, upon completion and submission of the required online application questionnaire through the Company's website.

5.2. The BR represents and warrants that, he/she has the current legal capacity, is qualified and have the necessary authority to enter into this Agreement; has obtained all necessary authorizations to execute the Agreement and all Transactions and provide the proposed services and does not and will not violate any applicable rule, regulation, statute, regulation, charter, policy, operating agreement, partnership agreement or corporate bylaw. The BR hereby represents and warrants to the Company as follows:

a) Except as previously disclosed in writing, the BR is not subject to any exclusivity restriction or non-competition covenant pursuant to a previous contract in favor of any other entity that provides Services.
b) If the BR exists as a non-natural person (such as a corporation or partnership), it is a validly existing entity in good standing in its registered jurisdiction.
c) By executing the Agreement, the BR warrants that all the information and documents, including but not limited to financial information, regulatory status, registration requirements, legal compliance, good standing provided and representations made in connection with opening the said Account, are true and accurate as of the date of execution.

6. ESTABLISHMENT OF RELATIONSHIP.

6.1. The BR as an individual hereto, 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 and/or confirms that he or she is qualified under any applicable regulatory requirements to offer the services mentioned within the agreement.

6.2. Upon the onboarding process/application, the Company shall conduct an initial review of the BR. In the event that the Company is willing to enter into this Agreement with the BR , the Company's authorized representative (the "BR Manager") shall contact the BR using the contact details provided by the BR and notify the BR of the provisional acceptance thereof as the Company's BR and of the commencement by the Company of the BR due-diligence, KYC and verification process (the "Verification Process").

6.3. The Company will assess the application of the BR in good faith and will notify him or her accordingly of the acceptance or rejection of the application, in a timely manner. If the application is rejected for any reason, the BR may reapply once the BR has rectified the issues which lead to the rejection of his/her application. The BR should provide all relevant documentation with regards to a valid proof of identity and address and/or any other additional documentation as may be reasonably requested by the Company, from time to time. The KYC and verification process (the "Verification Process") will be done with due skill, care and due diligence at all times, before, during and after entering into any arrangement with the BR with relevance to risk management.

6.4. The BR must provide true, accurate and complete information to the Company as may be required from time to time relating to the BR, the activities, any related social media platform / profile and/or website and/or any other information directly or indirectly related to the terms of the present Agreement.

6.5. The BR agrees to inform the Company of any material changes in his/her personal information provided to us in connection with the initial application as soon as he/she becomes aware of such changes. Whenever unsure if a change is "material," the BR agrees to contact our Business Development Department for clarification by sending a query to ib@cmtrading.com

6.6. The BR must provide sufficient proof of ownership of the blog and/or website and/or social media profile and/or other mediums that will be utilized during the arrangement and/or as may be requested by the Company from time to time.

6.7. The BR acknowledges that he/she is aware of the Company's Anti Money Laundering Policies and/or Procedures and/or Regulations as modified from time to time and agrees to always abide by same. The BR shall always maintain, in good standing, all the relevant registrations and/or licenses and/or authorisations and/or documentation requested to enable him/her to operate the required services as per the agreement.

6.8. The BR hereby acknowledges and accepts that the Company may request the relevant stated documents in Clauses 6.3 and 6.6 and the BR is obligated to provide same upon such a request.

6.9. The BR hereby accepts that he or she is not entitled to any type of compensation for services and/or products related, in favor of his personal/own trading activity with the Company.

6.10. The Company is entitled to supervise the activity of the BR in relation to his/her services under the provisions of the Agreement.

6.11. The BR shall use and only promote the Company through provided marketing and/or promotional materials that have been pre-approved by the Company. Any such materials shall remain the sole ownership of the Company.

6.12. The BR hereby confirms that he or she shall bear all operational and/or establishment costs and expenses to promote the said marketing materials and relevant services.

6.13. The BR is bound by the terms of the Agreement and shall not make any false, inaccurate and/or misleading representations or statements with regards to the Company, the BR Program, the products and services and/or any other related matter emanating from the specific Agreement and shall not be engaged in any other practice that may adversely affect the image, credibility or reputation of the Company.

6.14. Nothing in this Agreement creates a partnership or establishes a relationship of principal and agent or any other fiduciary relationship between the Parties.

7. REFERRALS AND ACTIVITIES OF BR .

7.1. In consideration of the commission's/compensation payable by the Company under Clause 4.4, the BR agrees to;

7.1.1. Approach and engage prospective clients to create traffic sources to the Company's website i.e. www.cmtrading.com

7.1.2. Act as a mediator between The Company and the Clients for enhancing the quality of service offered to his/her clients as well as referring and/or explaining the services offered by The Company to his/her clients. As a mediator, the BR will do all that is necessary in order for The Company and his/her client to enter into a contract for including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between The Company and the client.

7.1.3. Assist prospective Clients with completing account registration forms for opening an account with the Company and/or its BRs s, where required. "BR" for the terms of this

Agreement, will mean in relation to GCMT Group Ltd., any entity controlled directly or indirectly by GCMT Group Ltd., any entity that controls directly or indirectly GCMT Group Ltd., or any entity directly or indirectly under common control with GCMT Group Ltd.

7.1.4. Provide true, fair and accurate information to prospective Clients in relation to the Financial Products, Instruments and Services offered by the Company in respect of trading that clients may be engaged in.

7.1.5. Ensure that each prospective Client who approaches or is approached by the BR, has sufficient information concerning the risks involved in trading Financial Instruments, including the risk of losing most of or all capital invested by a prospective Client.

7.2. In consideration to Treating Customers Fairly and under no circumstances should the BR;

7.2.1. approach any potential Clients or distribute any advertising or marketing materials whatsoever about the Company in any Banned Jurisdictions, or outside the scope permitted by this Agreement.

7.2.2. use his or her website for any unlawful purposes and/or upload any defamatory, violent, pornographic, unlawful or threatening content that may be defamatory to the Company and shall notify the Company immediately upon the occurrence of any such event.

7.2.3. Be receiving or handling any funds from any Client for any purpose, whether as recipient for its own account or for the purpose of relaying or delivering such funds to any other person or entity, nor have the right to enter into any trades on Client's account unless specifically authorized by the Client through execution of a legal limited power of attorney granted to the BR providing authority to make trading decisions for the Client's account.

7.2.4. Provide any financial advice to the client. The Company shall bear no responsibility and shall in no way be liable for any loss to the Client resulting from the Client's use of such information or advice.

7.2.5. Provide investment advice as defined under the Applicable Laws and Regulations relevant to the licenses of the Company, to clients or from managing or operating any trading account of, or for, any client or from receiving any funds from any client for whatever purpose.

7.2.6. Use any language or practices that may be interpreted as offering any promise or guarantee of any trading gain or profit to any client.

7.2.7. To have any communications or interactions with any actual or prospective clients (whether oral, written, electronic or otherwise and through whatever medium) in relation to the Company, which is untrue, unfair, misleading, or aggressive.

7.2.8. Support the Clients on any technical or other matters related to the Clients' trading or trading account. The BR shall direct the Clients to the appropriate department i.e customer support service in the event of any such matters arising.

7.2.9. Not persuade, encourage, coerce and/or promote any prospective Client (directly and/or indirectly either through offline or online ways or means or with any other tactics) to enter into any portfolio management service, whether directly or indirectly, or operate or direct operation of any Client's account, even if the Client seeks to provide the BRBR with any authority or power of attorney to authorize such operation.

7.3. The Company reserves the right to not recognize any Client as introduced by the BR, if the Client does not provide the BR identification number during the initial trading account application process or by written notice within five (5) business days after the trading account has been opened by the Client.

7.4. The Company shall be under no obligation to follow up on any referral made by the BR / Affiliate or to provide Investment Services to any natural or legal person referred to the Company by the BR.

7.5. The Company reserves the right to decline any prospective or actual Client that fails the onboarding assessments and requirements for knowledge and experience as well as for the reason of anti-money laundering and financial crime prevention and/or who does not meet the criteria detailed in the Agreement.

7.6. The Company reserves the right to refuse to open or keep open such Account in our sole discretion, without having to give reasons, including but not limited to, circumstances where, within the Company's opinion, opening and/or maintaining the Account may result in a breach of any applicable rule, regulation or law; or if any information and/or documents received in connection with the account are inadequate, insufficient, incomplete, not valid or effective, or contradictory.

7.7. The Company reserves the right to not accept the Client being referred and not to compensate the BR for any completed transaction made by such Client whereby:

a) The Client opens a trading account with the Company and /or its BRs s more than five(5) business day before the Client is referred by the BR , or
b) The Client already has a trading account with the Company and/or its BRs s more than five (5) business days before the Client was referred by the BR.

7.8. All clients must have prior written approval from the Company before trading is allowed to commence.

8. MARKETING PRINCIPLES

8.1. The BR acknowledges and agrees that the BR is responsible for the activities of all Sub-BRs they are contracted with.

8.2. Neither the BR nor their Sub-BR(s) will make use of any deepfake images, videos or other content when marketing the services of the Company to any prospective or existing clients if the necessary consent and permission has not been obtained from the person(s) whose images, voice or other identifying data has not been obtained and the Company has provided permission for the use of the specific advertisement or marketing campaign.

8.3. The BR undertakes to review, track and monitor the marketing and other activities of their Sub-BRs to ensure that no deceptive, misleading, untruthful or otherwise non-compliant marketing material and/or tactics are employed by the Sub-BR.

8.4. The BR agrees to keep the Company informed of any suspected cases of misleading, inaccurate or untruthful AI or Deepfake activities relating to the BR or Sub-BRs.

8.5. The BR understands that the Company reserves the right to institute legal actions against the BR or any of their Sub-BRs for breaching any Privacy Law, Intellectual Property Law, Copyright Laws or any other laws and/or regulations in relation to marketing activities from any jurisdiction that is breached by the BR or any of their Sub-BRs.

8.6. If the Company suspects or has any bona fide proof that any advertisement or marketing campaign breaches or potentially breaches any law including laws that govern defamation, privacy, right to identity, cybercrime laws, harassment acts, AI laws or any other relevant acts of laws the Company reserves the right to suspend, terminate or impose any other measure

the Company deems fit on the BR and their Sub-BR(s).

8.7. BRs and their Sub-BRs are strictly prohibited from engaging in illegal solicitation techniques, including but not limited to unauthorized spamming, fraudulent practices and misleading representations. Any violation of this policy may result in severe consequences, including legal action taken against the offending BR and/or their Sub-BR by the Company. The Company reserves the right to collaborate with plaintiffs and enforcement authorities to pursue justice, which may include sharing the BR or Sub-BR's identification and address with appropriate legal entities. BRs and/or Sub-BRs found in breach of this provision will bear full legal liability for their actions and any damages caused.

9. REMOVAL / TRANSFER OF CLIENTS.

9.1. Where a Client has communicated to the Company that he/she wishes to be removed and/or transferred from a BR, the Company shall, from the date of the communication, cease paying the BR any compensation in relation to the specific client and the BR shall have no further rights in respect of that specific Client. Under no circumstances shall the Company be liable for any legal, financial or any other consequences relating to the removal or transfer of Clients from one BR to another.

9.2. Any indication or suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity in relation to the removal and/or transfer of Clients between BRs s, shall entitle the Company to take any action that they deem fit, in their sole and absolute discretion, including but not limited to the annulment of any compensation and/or termination of this Agreement.

10. COMPENSATION.

10.1. It is agreed by both Parties, that the BR Compensation payable by the Company to the BR, is paid in terms of the terms provided in the BR's 's profile on the BR system. The BR Compensation stated in the BR System is therefore the agreed, binding BR Compensation in accordance with the Terms of this Agreement and is subject to review from time to time and amended by the Company in its absolute discretion, by giving at least 3 (three) business days prior written notice

by e-mail to the BR or by announcement on the Company's official website.

10.2. As a reward for the referral received, the BR will earn a Revenue Share (the "Revenue Share") every month, out of the Net Revenues (the "Net Revenue") not later than the 15th day of the following month subject to approval by The Company's authorized representative, (hereinafter referred to as Commission or Revenue Share).

10.3. For the purposes hereof, "Net Revenues" shall mean the gross revenues generated by the BR's 's Clients on the Company's Trading Platforms, less any Returns, Refunds Losses incurred from trading abuse, Bonuses, Chargebacks, Corrections, Hedging Costs and Processing fees as applicable.

10.4. The Company reserves the right, after giving prior notice to the BR, to change the Compensation payable to the BR for reasons related to the Company's remuneration policy by providing the BR with at least 3 Business Days' advance notice by e-mail or publication on the Companies' website.

10.5. The Company, at its sole discretion, shall decide what positions to hedge, when to hedge, where and at what cost to hedge, and when to conclude hedging. The Company's decision shall be final and the BR shall be bound by this decision.

10.6. In the event where the BRs' customers received bonuses and/or awards, the Company reserves the right to deduct those bonuses and awards from the Revenue Share of the BR.

10.7. In the event of negative revenue during a specific month, the loss shall be carried forward to the following month to be accumulated and will affect the Net Revenues calculation for the following month and subsequent commissions.

10.8. Compensation will only be paid if;

a) Clients (hereinafter referred to as the "Clients") have completed the company's online application form.
b) Provided the required documents, attesting the Client's identity and address.
c) Provided requested company documentation, shareholders' details and directors proof of address and identification, as a minimum, if registered in the name of a legal entity; and
d) Client met the minimum deposit as determined by the Company from time to time and the amount had inserted into the Client's trading account.

10.9. The Company may, in its sole discretion, adjust the Compensation payable to the BR , if, the Company has a reasonable suspicion of a manipulation or abuse of the Company's products/services, the Trading Platform, the BR Program and/or the compensation plan (including collusion between the BR and Clients or encouragement of trading activity intended to generate Commissions and not profits) and/or from any other reasonable grounds in the Company's sole and absolute discretion.

10.10. The Company reserves the right to request additional documents prior to execution of any payment, to verify the account details and beneficiaries related to the payment.

10.11. It is the sole responsibility of the BR to verify the accuracy of any relevant banking information provided, to prevent rejection of payments and provide alternative bank details for repayment purposes. Any relevant banking fees/charges applicable are borne by the BR.

10.12. The BR will accept the responsibility of lost or delayed payments, additional charges related to same and the tracking of payments. The BR indemnifies the Company of all the above

responsibilities and acknowledge that the Company will not compensate, repay, or refund the BR in the event of the said above events after the payment has been executed.

10.13. It is hereby agreed that the BR is not entitled to earn BR commission from trading on his/her own personal Trading Account.

11. POTENTIAL CONFLICTS.

Conflicts of interest and potential conflicts of interest may arise from time to time in connection with the Services. These conflicts may arise because of relationships with, among others, the Service Providers or other third parties the BR and the Company may use to provide the Services. Both parties will take every commercially reasonable step to carry themselves in line with applicable regulations and to prevent conflicts of interest from negatively affecting any interest. If such a conflict of interest or potential conflict of interest is identified, such will undertake measures to keep any such conflict from negatively affecting the party's interest and when identified, such conflicts will be disclosed prior to implementing any actions that would negatively adversely affect any of the Parties.

12. LIMITATIONS OF LIABILITY AND INDEMNITY.

12.1. The Company will not be liable nor bear any responsibility to the BR with respect to any subject matter of this Agreement under any contract, negligence, tort, strict liability, or other legal or equitable principle for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation loss of revenue or goodwill, or anticipated profits or lost business) even if the Company has been advised of the possibility of such damages.

12.2. The Company makes no express or implied representations or warranties regarding their services, website or the products or services provided therein and any implied warranties of the Company's ability, fitness for a particular purpose and non-infringement are expressly disclaimed and excluded.

12.3. The Company makes no representation that the operation of their website will be uninterrupted or error free and the Company will not be liable for the consequences of any interruptions or errors.

12.4. The BR shall indemnify the Company and keep them indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which the Company suffers or incurs as a direct or indirect result of any act or omission of the BR in connection with its relationship with the Company or any Client referred by the BR to the Company or any failure by the BR to perform any of the BR's 's obligations under this Agreement or any breach of any provision of this Agreement including without limitations, any refusal or failure to provide any authorization as the Company may require.

12.5. Unless specifically provided in this Agreement, the Company shall under no circumstances be liable to the BR for any consequential direct or indirect losses, loss of profit, loss of opportunity, costs, expenses, penalties, or damages the BR may suffer in relation to this Agreement.

12.6. Subject to the terms of this Agreement, the BR agrees to indemnify and hold the Company harmless from and against any Indemnified Liabilities arising from or related to any representation by the BR, officers, contractors, agents, salespeople, employees or contractors (collectively the "BR Parties"), and the obligation to reimburse the Company for any fines assessed by the Providers for any regulatory or other infractions caused by the BR , BR Parties or BR's 's Clients involving the BR's 's activities or its Clients' accounts including account deficits, loss or losses and expenses (including reasonable legal fees) that they may sustain or become liable or answerable for or shall pay, as a result of any alleged act, practice, provision of advice, conduct ,failure to exercise its obligations or omission of the BR or any of its principals, shareholders, officers, directors,

employees, agents or representatives with respect to the breach of the terms and conditions of the present Agreement, except in cases where the BR was acting in accordance with the written instructions, policies or procedures of the other party.

13. COMMUNICATION AND NOTICES.

13.1. All official communications and documentation, for all purposes, will be in written English, or such other language(s) as may be accepted by the Company, at our discretion.

13.2. Communications via email will be sent to the email address provided with the onboarding process or such other email address as provided to us and for which the BR will receive an acknowledgment from the Company. The Company will not be responsible for non-deliverance of notice due to inaccuracy of contact information supplied by BR.

13.3. Unless the contrary is specifically provided in this Agreement, any written notice under this Agreement may be made or given by any of the following means:

a) By email; and
b) By Prioritized mail to the main office contact.

13.4. Communications sent by the BR shall not be deemed effective until received by the Company, received through the specific email address in Clause 6.5.

14. INFORMATION.

14.1. The BR shall promptly notify the Company upon receipt of any information regarding any disputes, claims or problems related to the BR, any of its Clients, the Company and/or its services, or any third party interested in the Services.

14.2. The Company may assign the benefit and burden of this Agreement to a third Party in whole or in part, provided that such Assignee agree to abide by the terms of this Agreement. Such assignment shall come into effect 10 business days following the day the Introducer is deemed to have received notice of the assignment.

14.3. Nothing in this Agreement creates a partnership or establishes a relationship of principal and agent or any other fiduciary relationship between the Parties.

15. COMPLAINTS AND DISPUTES

15.1. All complaints are taken seriously, and the Company will make a concerted effort to respond to and resolve them in a timely manner. It is highly recommended to use email as that is the most efficient manner for the BR department to respond to any complaints or grievances.

15.2. The Company's main objective is to establish and maintain client relationships based on professionalism, ethics, and integrity.

15.3. If you are in any way dissatisfied with our services, we recommend that you address your grievance in the first instance to the BR Department. The Company will make every effort to resolve the matter within the shortest time frame possible.

15.4. If our actions and/or our undertakings to resolve your complaint are not of satisfaction, or the complaint has not been addressed properly, an official complaint in writing may be lodged to the relevant Authority.

15.5. If the BR becomes aware of any Client dissatisfaction or an actual potential complaint by a Client, the BR will immediately inform the Compliance Officer(s) of the Company by sending an e-mail to compliance@cmtrading.com

16. DATA PROTECTION AND CONFIDENTIALITY

16.1. The Company may process, use, store, or otherwise process personal information provided by the BR.

16.2. By entering into this Agreement, the BR will be consenting to the transmittal of the BR's 's personal data (and/or obtained consent from individuals working on the BR 's behalf.

16.3. The BR agrees that the Company may pass information about the BR that the BR has provided to The Company and/or to third parties in order to assist The Company to process and/or analyze the relevant information as a part of fulfilling The Company's obligations under this agreement. Should the BR be unwilling for The Company to transmit and/or process his/her personal data and/or his/her personal data to be used for such purposes, the BR shall give The Company written notice as per clause 12 above.

16.4. Such personal data may also be used for marketing purposes, or to conduct research for The Company or other companies in its group that may use the personal data to bring to the attention of the BR products and services that may be of interest to the BR. If the BR does not wish the BR's 's personal data to be held for such purposes, the BR shall give the company written notice as per clause 12 above.

16.5. Telephone conversations between the BR and The Company shall and/or may be recorded and/or monitored and/or processed. The BR by entering into this Agreement expressly consents to The Company to record and/or process these telephone conversations and/or electronic communications. All instructions received via telephone shall be binding as if received in writing. Any recordings shall be and will remain the sole property of The Company and will be accepted by the BR as conclusive evidence of the instructions or conversations so recorded. The BR agrees that The Company 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 BR upon request and shall be kept for a period of 7 years and where requested by any competent authority, for a period of up to seven years from the creation of the record.

16.6. Any Confidential Information or anything related but not limited to any business, technical, financial, and client information disclosed by the Company and/or acquired by the BR during negotiation or the effective term of this Agreement, will be held in trust and confidence and shall not be disclosed to any third parties, directly or indirectly without the prior written consent of the Company, except for necessary disclosure in the course of your business relationship with the Company or required by the Applicable Law or any regulatory authority or exchange having control or jurisdiction over the Company or the BR , any relevant Money Laundering, Fraud or any illegal activities investigation or prevention ,public interest disclosure or in existence within the terms of this agreement.

16.7. All such data sharing shall be made subject to such confidentiality and data protection obligations as shall be considered necessary by the Company in order to comply with its obligations under this Agreement and for the purpose of providing the said services and/or to any regulatory or public authorities to comply with its regulatory or other obligations in terms of law. We will not lend or sell your information to third parties.

16.8. Both Parties will comply with all applicable requirements of the Data Protection Legislation, and particularly the GDPR. This is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. Personal Data will be used for the purposes of this Agreement and may be used by the Company and its BRs s for the purpose of marketing other products and services which may be of interest to the Customer. All personal data is kept and handled in accordance with the prevailing local and international data protection legislation.

16.9. By entering into this Agreement, the BR consents for the Company to store and process the personal data provided to us upon registration and while continuously using our services thereafter. This includes data which may be considered sensitive.

16.10. Both Parties will take all reasonable steps to keep such information safe, however, the Company cannot be held liable for unauthorized access by a third party or for the loss, theft, or modification of data while it is being transmitted to us by email.

16.11. It is mutually understood between The Parties that both of them have sound mechanisms in place to guarantee the security and authentication of the means of transfer of information minimize the risk of data corruption and unauthorized access and to prevent information leakage maintaining the confidentiality of the data at all times.

17. INTELLECTUAL AND PROPRIETARY INFORMATION.

17.1. Subject to terms and conditions of this Agreement, the Company hereby grants to the BR, for the duration of this Agreement, a non-exclusive and revocable license to use the Company's Proprietary Property.

17.2. The Company shall retain all right, title and interest in and to the Services, all components thereof, including without limitation all related applications, designs, and any and all intellectual property rights therein, including, without limitation all registered or unregistered, as applicable (a) copyright, (b) trade mark, (c) service mark, (d) trade secret, (e) trade name, (f) data or database rights, (g) design rights, (h) moral rights, (i) inventions, whether or not capable of protection by patent or registration, (j) rights in commercial information or technical information, including know-how, research and development data, (k) patent and (l) other intellectual property and ownership rights, including applications for the grant of any of the same, in or to the Services, websites, trading interfaces and all other related proprietary rights of the Company and/or its Service Providers and/or any of their BRs s, together with any and all enhancements, corrections, bug, fixes, updates and other modifications to any of the foregoing and any and all data or information of any kind transmitted by means of any of the foregoing (the "Proprietary Information").

17.3. The BR agrees to indemnify The Company and keep them indemnified at all times against all or any costs, claims, damages or expenses incurred or for which they may became liable, with respect to any Proprietary property infringement claim or other claim relating to the provision of services supplied by the BR to The Company during the course of this Agreement.

18. MODIFICATION.

The BR acknowledges that the Company have the right to unilaterally modify the terms of this Agreement, addendum and/or appendices at any time at its sole discretion, giving to the BR at least three (3) business days written notice and/or by posting the modification on the Company's website and the BR shall have an option to terminate the present Agreement by giving notice in writing as stipulated in the Agreement.

19. TERMINATION.

19.1. The term of this agreement shall be for one year and automatically renews for each year thereafter (the "Term") if the BR is actively referring clients to The Company, unless 30 days prior written notice is given by either party.

19.2. This Agreement may be terminated prior to the conclusion of the Term upon giving written notice of termination:

a. By either party, as a result of a default by the other party under this Agreement and failure to cure said default within thirty (30) days after notice of said default is given.
b. By either party immediately in the event of insolvency, receivership, voluntary or involuntary bankruptcy or an assignment for the benefit of creditors of the other party.

19.3. This Agreement will be deemed as automatically cancelled if the BR has not referred any new clients or new business to the company for 6 months, unless the company agrees to The Agreement being extended in The Company's sole discretion.

19.4. If the BR fails to refer new business to The Company for a period of 6 months, The Company reserves the right to suspend the existing commission agreement / arrangement as stipulated on the BR system and to suspend payment of commissions related to existing business if applicable. New business means, New Active Customers that has been introduced by the BR.

19.5. The Company may terminate this Agreement at its own discretion with immediate effect by giving a written notice to the BR.

19.6. Upon termination of the Agreement, the BR is obliged to return to the Company the promotional marketing giveaways and/or the BR shall withdraw such promotional material upon termination of the said Agreement.

19.7. Termination of this Agreement shall have the effect of termination of the compensation arrangement as set out hereto with immediate effect. Any such termination shall not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination.

20. FORCE MAJEURE.

20.1. The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will, in due course, take reasonable steps to inform the BR. A Force Majeure Event includes without limitation:

a) any act, event or occurrence (including, without limitation, any national emergency, strike, riot or civil commotion, government actions, acts of terrorism, outbreak or threat of war or hostilities, act of God, earthquake, epidemic, accident, fire, flood, storm, breakdown);
b) interruption or malfunction of power supply, electronic communication equipment or supplier failure, civil unrest, statutory provisions, lockouts or any other international calamity, economic or political crisis, or natural disaster which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the Instruments;

c) the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
d) abnormal Market Conditions; or
e) any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.

20.2. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the main Agreement), the Company may without prior Written Notice and at any time take or omit to take all such actions as they deem to be reasonably appropriate in these circumstances.

20.3. Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

21. REPRESENTATION.

Except as specifically authorized in writing, the BR shall make no representations to the Company's Clients or third parties, nor bind the Company to any contractual terms. Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the BR and the Company.

22. ANTI MONEY LAUNDERING PROCEDURES.

22.1. The BR understands and acknowledges that the Company complies with the provisions of the International Money Laundering Prevention Regulations and Obligations and Funding of Terrorism Regulations, and any regulations promulgated to counter such within the jurisdictions where the Company operates. Whereby the Company has a suspicion that the BR violated any such Regulations, the Company will be required to notify the proper authorities and take steps as deemed necessary.

23. GOVERNING LAW AND JURISDICTION

23.1. This Agreement shall be governed by and construed in accordance with the laws of Seychelles without regard to its conflicts of laws provisions. The BR hereby submits to the exclusive jurisdiction of the Courts of Seychelles, including but not limited to cases where domiciled or resident outside Seychelles.

23.2. Without prejudice to and notwithstanding the foregoing, the Company reserves the right to file an action in the jurisdiction where the BR resides or is domiciled before any other competent court, in which case Seychelles law (without giving effect to conflict of laws provisions) will still apply without regard to the jurisdiction's conflict of laws provisions.

24. MISCELLANEOUS.

24.1. In the event, that, a situation arises that is not covered under this Agreement, the Company will resolve the matter based on good faith and fairness and where appropriate, by taking such action

as is consistent with prevailing market practice.

24.2. No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under this Agreement or by law.

24.3. Any liability of the BR to the Company under this Agreement may in whole or in part be released, compounded, compromised, or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by the Company of a breach of any of the terms of this Agreement or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of this Agreement or a default under these terms will not prevent the Company from subsequently requiring compliance with the waived obligation.

24.4. The rights and remedies provided to the Company under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

25. ACKNOWLEDGEMENT AND AMENDMENTS.

25.1. This Agreement and the Schedules attached hereto contains the entire understanding of the parties hereto and supersedes all prior agreements with respect to the subject of this Agreement. Each party acknowledges and agrees that the other party has not made any representations, warranties, or agreements of any kind, except as expressly set forth herein.

25.2. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought.

25.3. All amendments, additions or modifications of the Agreement made after you execute the Agreement, immediately become an integral part of and are integrated into the Agreement and the BR agrees to be bound by such amendments, additions and modifications; that such amendments, additions and modifications form an integral term of the Agreement; and IMPORTANTLY, the BR will actively monitor the Company's website for updates, modifications and additions to the Agreement. If the BR disagrees with any amendment, addition or modification, the BR must notify the Company by sending an email to ib@cmtrading.com setting forth the nature of the BR's 's disagreement.

26. SEVERANCE.

If any provision of this Agreement is declared by any applicable law, judicial or other competent authority to be void, voidable, illegal, or otherwise unenforceable or irrelevant, it shall, to the extent required by such law or authority, be severed from this Agreement and rendered ineffective as far as is possible without modifying the remaining provisions of this Agreement.

27. SIGNATURES.

We, by accepting this Agreement, hereby confirm that we have received, read, understood and agreed to the terms and conditions of the Agreement to which this page is attached and hereby warrant that we shall abide by the provisions thereof.

By signing this Agreement (manually or electronically) the BR acknowledge and agree to have read and understood the Risk Disclosure, the Conflicts of Interest policy and other documents on the Company's website and agree to be bound by all the provisions contained therein.

CMTRADING
PARTNERS

Email:
support@cmtrading.com

RISK WARNING:

Trading Foreign Exchange (Forex) and Contracts for Differences (CFD's) is highly speculative, carries a high level of risk and may not be suitable for all investors. You may sustain a loss of some, or all, of your invested capital. Therefore, you should not speculate with capital that you cannot afford to lose. You should be aware of all the risks associated with trading on margin.