

# MARKETING PARTNER AGREEMENT

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**THIS AGREEMENT** (“**Agreement**”) is made by and between:

## PARTIES

(1) **Ava Trade Markets Limited**, being a company incorporated and existing under the laws of the British Virgin Islands, (“**Company**” or “**AvaTrade**”), and regulated by the British Virgin Islands Financial Services Commission (“**BVIFSC**”),

(2) A person, includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) who has successfully completed a process of application and registration as the Company’s Marketing Partner via the web-site [avapartner.com](http://avapartner.com) (“**Marketing Partner**”)

each a “**Party**” and collectively the “**Parties**”.

## BACKGROUND

(A) **WHEREAS** Ava Trade Ltd is the parent of an international group (“**Ava Group**” or the “**Group**”) operating under the following companies via each respective licence (“the licences”):

Ava Trade EU Ltd, regulated by the Central Bank of Ireland (No.C53877);  
Ava Trade Markets Ltd, regulated by the B.V.I Financial Services Commission;  
Ava Capital Markets Australia Pty Ltd, regulated by the ASIC (No.406684);  
Ava Capital Markets Pty, regulated by the South African Financial Services Board (FSP No.445984);  
Ava Trade Japan K.K. is regulated in Japan by the FSA (No.1662) and the FFAJ (No.1574);  
Ava Trade Middle East Ltd is regulated by the Abu Dhabi Global Markets (ADGM) Financial Regulatory Services Authority (FRSA) (No.190018).  
DT Direct Investment Hub Ltd. is regulated by the Cyprus Securities and Exchange Commission (No. 347/17).

(B) **WHEREAS** AvaTrade has the sole and exclusive license to use the domain [www.avatrade.com](http://www.avatrade.com) Worldwide;

(C) **WHEREAS** Ava Group, under the terms of its licenses, is in the business of providing investment and ancillary services such as the reception and transmission of orders and/or the execution of client orders in relation to financial instruments to retail and professional clients and /for dealing on own account (“**Investment Services**”);

(D) **WHEREAS** Ava Group, under the terms of its operating license issued for each member of the Ava Group has to adhere at all times to the relevant Applicable Laws and Regulations;

(E) **WHEREAS**, at the date of this Agreement, AvaTrade engages in the online trading of, FX Options, Contracts for Difference (“**CFDs**”) and Spread-betting in underlying financial instruments such as foreign exchange, commodities, indices, shares and bonds, collectively known as Financial instruments;

(F) **WHEREAS** AvaTrade wishes to engage the Marketing Partner 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 Ava Group, as further described herein;

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(G) **AND WHEREAS** the Marketing Partner is willing to refer Clients to the Ava Group in return for payment stated on the Fee schedule as agreed with the Company and subject to the terms and conditions of this Agreement, including with respect to the conduct of work by the Marketing Partner in a manner that is compliant with the Applicable Laws and Regulations of the Ava Group and AvaTrade's **Marketing and Communication Guidelines** at all times.

This Agreement sets out the obligations of the Marketing Partner in acting, on the basis and within the terms and limits of this Agreement, for AvaTrade. These obligations include indicatively: (a) that the Marketing Partner adheres to the **Marketing and Communication Guidelines** of AvaTrade at all times; and (b) the limits and restrictions set on the Marketing Partner in executing the activities envisaged herein. Specifically, the Marketing Partner is prohibited from offering investment advice (unless the Marketing Partner is authorized and regulated to do so) as defined under the Applicable Laws and Regulations of the Ava Group, 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. The Marketing Partner is further prohibited from using any language or practices that may be construed as offering any promise or guarantee of any trading gain or profit to any client. The Marketing Partner is notified that nothing in its communications or interactions with any actual or prospective clients (whether oral, written, electronic or otherwise and through whatever medium) in relation to AvaTrade, should be untrue, unfair, misleading or aggressive.

## THE PARTIES HEREBY AGREE AS FOLLOWS:

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

#### 1.1 Definitions:

**Adverse Action:** means any circumstances:

(i) Where any Client (actual or prospective) referred to the Ava Group by the Marketing Partner submits a complaint to the Company, any member of the Ava Group, or any regulatory body issuing a license to any member of the Ava Group or any complaints body in any country where the Ava Group holds a licence or any other competent authority (including regulatory authorities in the domestic jurisdiction of the Client) or commences any judicial or arbitral proceedings against the Company or any member of the Ava Group which are adversely determined by the relevant court or arbitral tribunal against the Company/member of the Ava Group, and which complaint or proceedings are in any way related to a breach by the Marketing Partner of its obligations under this Agreement, the **Marketing and Communication Guidelines**, or

(ii) Where any Client (actual or prospective) makes any derogatory or defamatory statement against the Company, any member of the Ava Group, which is in any way related to a breach of the obligations to which the Marketing Partner is subject to in accordance with the provisions of this Agreement, or

(iii) Where the Company has evidence or otherwise reasonably determines that the Marketing Partner is in breach of its obligations as set out in this Agreement; or

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(iv) Where any Client commits a material breach of its Terms and Conditions with any member of the Group, including but not limited:

(a) refusal or failure to provide or update, or providing false, inaccurate or misleading information or documents;

(b) engaging in any behaviour which could be considered by the Company as abusive of the Ava Group's trading systems, including but not limited engaging in any practices for the purpose of deriving a benefit from delays in the prices, trading at off-market prices and/or outside trading hours, abusing the system for trading at manipulated prices; or

(c) any event of default under the Terms and Conditions.

**Marketing Partner Application Form:** means the form located at the web-site [avapartner.com](http://avapartner.com) completed by the Marketing Partner before or at the time of entry into this Agreement, the provisions of which are incorporated herein and are an integral part hereof.

**Applicable Laws and Regulations:** means all laws, regulations, directives, circulars, regulatory administrative decisions, rules of any regulated market or exchange to which any member of the Ava Group and the Marketing Partner are or may be subject to from time to time, including without limitation:

**Banned Jurisdictions:** means, Belgium, Brazil, Democratic People's Republic of Korea (DPRK), New Zealand, Turkey, USA, 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 Marketing Partner.

**Client:** means a legal or natural person which is either a prospective client of the Ava Group, and has been properly identified for Anti Money Laundering purposes, and has otherwise completed a client on boarding process in accordance with the Terms and Conditions of any member of the Ava Group.

**Confidential Information:** means, without limitation, all tangible and intangible information and materials being disclosed to the Marketing Partner in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the Company or any member of the Ava Group or by a third party), including but not limited to:

(i) the existence and terms of this Agreement;

(ii) any information relating to:

(a) the business, affairs, Clients, trading platforms, liquidity providers, data or feed providers and other vendors, plans, intentions, or marketing plans and opportunities, financial position and financial projections of the Company or of the Ava Group; and

(b) the operations, processes, product information, know-how, designs, trade secrets or software of the Company or of the Ava Group;

(iii) any information or analysis derived from Confidential Information;

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but not including any information which:

- (a) was available to the Marketing Partner on a non-confidential basis prior to disclosure by the Company; or
- (b) the Parties agree in writing is not confidential or may be disclosed; or
- (c) was publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Marketing Partner (or its employees, officers, representatives or advisers).

**Intellectual Property Rights:** means without limitation patents, know-how, trademarks, rights to inventions, copyright and related rights, trade marks, business names and domain names, lists and information on any Clients, information on business or trading practices and remuneration, client incentive and loyalty schemes, commission or other similar incentive schemes for Marketing Partners and other business partners, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Marketing and Communication Guidelines:** means the guidelines under which the Marketing Partner is expected to market the company to prospective clients and the guidelines under which the Marketing Partner is expected to communicate with both prospective clients and Clients as may be amended from time to time.

**Qualified Trader:** A human user who was directed by an Marketing Partner and identified by a Tag ID assigned to such Marketing Partner or identified by entering a partner code assigned to such Marketing Partner; provided that:

- (i) such Marketing Partner is confirmed by Company as included in the Program and is linked to the Site(s) in accordance with this Agreement,
- (ii) such user has been approved by the Company and within 24 months of the date of such approval has made a minimum real money deposit of at least USD/EUR/GBP/AUD 250, or such other minimum amount as shall be specified by the Program from time to time,
- (iii) with respect to CPA commission, the user within 24 months of the date of approval has closed at least 1 trade, or such other amount as shall be specified by the Program from time to time or agreed between the company and the Marketing Partner, and
- (iv) such user is not already registered to the Site(s) under a different name or through a different identity. It is hereby clarified that neither an Marketing Partner nor any of its Marketing Partnered Parties are eligible to become Qualified Traders under such Marketing Partner's Tag ID(s), and should an Marketing Partner or any of its Marketing Partnered parties do register, Marketing Partner will not be eligible to receive the applicable commission or any other compensation whatsoever. For the purposes hereof, the term "Marketing Partnered Party" shall mean any of the following: (i) any member of Marketing Partner's immediate family; (ii) any individual, corporation, partnership, joint venture, trust, and any other body

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corporate or unincorporated organization, directly or indirectly controlling, controlled by or under common control with Marketing Partner.

**Referral:** the referral of prospective Clients to the Company where such referral results in a Client successfully registering for a trading account with any member of the Ava Group.

**Services:** the services to be provided by the Marketing Partner, as set out in Clause 3.1 below.

**Website:** means <http://www.avatrade.com>

## 2. ESTABLISHMENT OF RELATIONSHIP

2.1 Upon the earlier submission and completion by the Marketing Partner of the Marketing Partner Application Form or execution by the Marketing Partner of this Agreement, the Company shall conduct an initial review of the Marketing Partner. In the event the Company is willing to enter into this Agreement with the Marketing Partner, the Company's authorized representative (the "**Marketing Partner Manager**") shall contact the Marketing Partner using the contact details provided by the Marketing Partner in the Marketing Partner Application Form or otherwise and notify the Marketing Partner about provisional acceptance thereof as the Company's Marketing Partner and about commencement by the Company of the Marketing Partner due-diligence, KYC and verification process (the "**Verification Process**").

2.2 As soon as reasonably practicable after giving notice to the Marketing Partner under Clause 2.1 above, the Marketing Partner Manager shall contact the Marketing Partner and inform him of the KYC, anti-money laundering and other verification and compliance documentation that the Marketing Partner will have to provide to the Company in the course of the Verification Process, including the documents specified in Clause 2.3 below.

2.3 The Marketing Partner shall, as soon as reasonably possible upon receipt of the communication from the Company under Clause 2.2 above, provide to the Company such documents as the Company shall determine in its sole discretion for the purposes of completion of the Verification Process and as may be required for the purposes of the Ava Group complying with the Applicable Laws and Regulations. Without prejudice to the generality of the foregoing, the Marketing Partner shall provide to the Company copies of the following documentation:

(i) If the Marketing Partner is a natural person, the Marketing Partner's proof of residence and proof of identity in a form satisfactory to the Company;

(ii) If the Marketing Partner is a body corporate, copies of all statutory documents of the Marketing Partner, including but not limited to its memorandum and articles of association, certificate of incorporation, proof of registered address, register of directors and shareholders, certificate of good standing; and

(iii) Detailed description of the Marketing Partner's source(s) of traffic (Digital and offline) which the Marketing Partner intends to use for the purposes of introducing potential Clients to the Ava Group, including web-address of the Marketing Partner's web-site(s) and details of any off-line media or other activities operated by the Marketing Partner ("**Traffic**"). The Marketing Partner shall only obtain Traffic,

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including a web-site, which have been communicated and approved by the Company during the Verification Process. Where the Marketing Partner wishes to use additional and/or different Traffic, these shall be communicated and approved by the Company prior to being used by the Marketing Partner for the purpose of providing the Services.

2.4 The Marketing Partner shall ensure that all and any documents requested from it under this Clause 2 are provided to the Company in a form satisfactory to the Company before the date of any commission payment becoming due to the Marketing Partner under this Agreement. The Marketing Partner understands and agrees that the Company reserves the right to withhold any commission and any other payments due to the Marketing Partner hereunder until the Verification Process is completed to the Company's satisfaction. The Marketing Partner Manager shall notify the Marketing Partner of successful completion of the Verification Process.

2.5 The Marketing Partner understands and agrees that Company reserves the right to permanently withhold any commission from the Marketing Partner and update the Marketing Partner's account accordingly so that no commissions (including with respect to periods preceding the date of occurrence of any of the items in the following list) will be payable to Marketing Partner, and Marketing Partner will not have any claims against the Company, if any of the following occur:

1. The verification process has not been completed to the Company's satisfaction within twelve (12) months following registration of the Marketing Partner in Avapartner.com.
2. A valid payment method has not been implemented within twelve (12) months following registration of the Marketing Partner in Avapartner.com.
3. The Marketing Partner is not responsive for at least six (6) months, and the Company is not able to proceed with the commission payment.
4. The Marketing Partner has the commission set on hold by the Company for a period exceeding six (6) months.
5. The Marketing Partner account has been permanently suspended due to abuse, violation of one or more provisions of this Agreement or of the Communication Guidelines.

2.6 The Marketing Partner shall immediately notify the Company in writing in the event of any changes to its circumstances (or in the event where the Company notifies the Marketing Partner that it has become aware of such changes) that cause any of the documents submitted to the Company during the Marketing Partner Verification Process be outdated or invalid, and shall henceforth provide to the Company accurate and up-to-date documents reflecting any such changes.

## 3. REFERRALS

3.1 In consideration of the commissions payable by the Company under Clause 7 below, the Marketing Partner agrees to serve as a point of referral and facilitator for the purposes of introducing prospective Clients to the Ava Group and to provide to the Company with the following Services:

(i) Provide a link from its own website to the Website.

(ii) Approach the prospective Clients and/or otherwise advertise the Website or the trading platform avatrade.com through off-line Traffic Sources.



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(iii) Provide true, fair and accurate information to prospective Clients in relation to the Investment Services offered by the Ava Group in respect of trading by Clients Financial Instruments that the Ava Group may engage in. Provide a true, fair and accurate description of the Ava Group's business such as to enable a correct and balanced understanding by the prospective Clients of the services offered by the Ava Group. The Marketing Partner shall ensure that each prospective Client who approaches or is approached by the Marketing Partner is provided with information concerning the risks involved in trading Financial Instruments, including the risk of losing most of or all capital invested by a prospective Client. Such information must be not less detailed than that contained in the Risk Disclosure Statement of the Company available at <https://origin.avatrades.net/legal-docs/intl/risk-disclosure/en.pdf>

(iv) Comply with any business-related instructions or directions given to the Marketing Partner by the Company in carrying out the Services provided for herein.

(v) The Marketing Partner shall not approach any potential Clients or distribute any advertising or marketing materials whatsoever about the Ava Group in any Banned Jurisdictions, or outside the scope permitted by this Agreement.

(vi) The Marketing Partner shall not support the Clients on any technical or other matters associated with the Clients' trading with the Ava Group and shall direct the Clients to the relevant member of Ava Group's customer support service in the event any such matters arise. The Marketing Partner will not induce, encourage, push or promote any prospective Client (either through offline or online ways or means or in any other tactics) to enter into any portfolio management service to any Client, whether directly or indirectly, or operate or direct operation of any Client's account, even if the Client seeks to provide the Marketing Partner any authority or power of attorney to authorize such operation.

3.2 The Marketing Partner shall not allow its interests to conflict with its duties under this Agreement and shall comply with all reasonable and lawful instructions of the Company.

3.3 Where the Company, in its absolute discretion, considers that the Marketing Partner does not satisfy the requirements of the Company as set out in this Agreement or that the Marketing Partner is otherwise not fit to provide Services to the Company or Ava Group, the Company, in its absolute discretion may terminate this Agreement with immediate effect by giving to the Marketing Partner a written notice, without prejudice to any of the rights of the Company under this Agreement.

3.4 The Marketing Partner shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind the Company or any member of the Group in any way, and shall not do any act or otherwise conduct itself in such manner which might reasonably create the impression that the Marketing Partner is so authorised. The Marketing Partner shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Company. Breach of the provisions of this Clause 3.4 shall allow the Company to immediately terminate this Agreement by giving a written notice to the Marketing Partner.

3.5 The Marketing Partner shall use only such marketing or advertising materials relating to the Company or the Investment Services, as is provided to the Marketing Partner by the Company. The Marketing Partner shall not produce any such material, or use the Company's or Ava Group's name, logo or trademarks, without the prior written consent and approval of the Company. In cases where the logo of the Company is used in accordance with the foregoing, it must be clearly indicated that the website of the

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Marketing Partner is a tool for the direction of prospective Clients for registration as Clients of the Ava Group.

3.6 The Company shall have the right to reject, in its sole and absolute discretion, any of the Traffic Sources used by the Marketing Partner. The Marketing Partner shall, immediately upon receipt from the Company of a notification to that effect, cease using the Traffic Sources so identified by the Company for the purposes of providing services under this Agreement.

3.7 The Marketing Partner shall not give or offer any investment, tax, legal or any other advice or opinion or information (whether oral, written or electronic in any mode or medium) unless the Marketing Partner is authorized and regulated to carry out these activities. Without prejudice to the generality of the foregoing unless the Marketing Partner is authorized and regulated to do so, the Marketing Partner shall not:

(i) in consideration of any prospective or actual Client's personal circumstances provide any opinion on trading or the direction of the markets and/or of financial instruments;

(ii) in consideration of any prospective or actual Client's personal circumstances advise on any investment strategies;

(iii) in consideration of any prospective or actual Client's personal circumstances advise on opening of new positions in any financial instrument (whether offered by the Ava Group or not);

(iv) in consideration of any prospective or actual Client's personal circumstances advise on closing existing positions in any financial instrument (whether offered by the Ava Group or not);

(v) in consideration of any prospective or actual Client's personal circumstances give to any advice or recommendation on hedging positions in such Client's portfolio;

(vi) in consideration of any prospective or actual Client's personal circumstances provide any kind of custom-made trading signals to prospective or actual Clients.

3.8 The Marketing Partner:

(i) shall not represent to any prospective Clients or otherwise create an impression that such Clients are guaranteed any profits by the Ava Group;

(ii) shall not make any misleading statements, represent or otherwise create an impression with the prospective Clients that CFD trading is simple or that it does not require knowledge, experience and understanding of the financial markets and instruments;

(iii) shall not in any way create an impression with prospective or actual Clients (either through communication with them or otherwise) that leveraged trading in Financial Instruments offers guaranteed or risk free returns;

(iv) shall not in any way compare an account of the potential Client of the Ava Group to normal bank accounts or create an impression or communicate to the potential Clients that any account with the Ava



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Group bears interest and/or enjoys any statutory and regulatory protections afforded to the bank accounts;

(v) shall not manage or operate any trading account of, or for, any Client, and further shall not undertake any portfolio management (whether on discretionary or on advisory basis) for any active or prospective Client;

(vi) agrees that it will not represent to any prospective Client that the Ava Group will guarantee such Client against losses or limit the losses of such Client;

(vii) shall not use any language or practices that may be construed as offering any promise or guarantee of any trading gain or profits to any Client;

(viii) shall not engage in high pressure sales tactics or any unethical techniques with regard to any Client and shall abide at all times by high ethical standards in its dealings with all Clients;

(ix) shall not seek to advise, direct or influence, directly or indirectly, how any Client will respond to the Ava Group's questionnaires aimed at the Company assessing the knowledge and experience of the Client or at assessing the source of wealth and economic profile of the Client, and

(x) shall adhere at all times to the **Marketing and Communication Guidelines** of the Company.

3.9 No exclusivity is granted to the Marketing Partner by virtue of this Agreement.

3.10 The Services provided by the Marketing Partner, are provided at its own cost and risk.

3.11 In cases which the Marketing Partner works with the Company as "tier / master Marketing Partner", the Marketing Partner shall ensure that all and any Sub-Marketing Partners (as defined in 6.10 below) working under his account comply with the terms of this Agreement and the **Marketing and Communication Guidelines**. The Marketing Partner shall be directly liable to the Company for any actions of any Sub-Marketing Partners working under the Marketing Partner's account.

## 4. RELATIONSHIP WITH CLIENTS

4.1 Marketing Partner shall not represent itself as the Company or any member of the Ava Group and should specify on its website (if it has any) of the nature of the Marketing Partner relationship.

4.2 Marketing Partner will not attempt to bind the Company or any member of the Ava Group in any manner and not to use any trademarks or signs of the Ava Group without prior written consent of the Company.

4.3 Marketing Partner acknowledges that all customers including Clients brought to the Ava Group by Marketing Partner are Ava Group's customers except as provided for herein any information about these customers are the exclusive and sole property of the Company. Upon termination of this agreement the customers will remain the Company's customers.

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4.4 Marketing Partner shall adhere to Company advertising restrictions and policies as detailed on [www.avapartner.com](http://www.avapartner.com). Such terms may be adjusted by Company at its sole discretion.

4.5 Marketing Partner shall ensure that there is no conflict of interest between Marketing Partner and any Client in connection with the subject of this Agreement.

4.6 All Client accounts will be self-directed accounts. No money manager, mirror trading, copy trading or signal trader accounts shall be permitted unless the Marketing Partner is authorized and regulated to do so.

4.7 Marketing Partner will not trade on Client's behalf.

4.8 Company shall be under no obligation whatsoever to accept as a Client any Applicant introduced by Marketing Partner.

## 5. COMPLIANCE WITH LAWS AND POLICIES

5.1 Each Party shall, at its own expense, comply with the Applicable Laws and Regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

5.2 The Marketing Partner hereby represents that it shall at all times comply with the Applicable Laws and Regulations of the Ava Group in providing such Services.

5.3 The Marketing Partner shall comply with the **Marketing and Communication Guidelines** which the Marketing Partner confirms it has read, understood and accepted. A copy of the Marketing and Communication Guidelines can be accessed on <https://www.avapartner.com/>.

5.4 The Marketing Partner understands that the Company is authorised and regulated in the conduct of its activities and shall adhere at all times to Applicable Laws and Regulations. The Marketing Partner understands, accepts and agrees that it will at all times ensure that none of its actions cause any actual or potential breach of the Applicable Laws and Regulations by the Ava Group and undertakes to cooperate with the Company in any requests aimed at achieving or enhancing Ava Group's compliance with the Applicable Laws and Regulations.

5.5 The Marketing Partner undertakes to cooperate, if required by any relevant authority in connection with the Services which it provides to the Company pursuant to this Agreement and to allow the Company, the Company's Compliance function or its internal or external auditors as well as its national competent authorities effective access to: (a) data (including all communications and all documentation in whatever mode or form) related to the Services which it provides to the Company pursuant to this Agreement without withholding or delaying any such access or data; and (b) the business premises of the Marketing Partner.

5.6 The Marketing Partner shall ensure that all communications in which it engages in the course of providing Services to the Company in accordance with the provision of this Agreement, (whether oral, written, electronic or otherwise and through whatever mode or medium) including in relation to AvaTrade, are fair, clear, not misleading and not aggressive and that nothing in its communication or interaction with any Client, will be untrue, unfair, misleading or aggressive. The Marketing Partner agrees

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and accepts that this will be the subject of assessment at regular intervals by the Company, as deemed appropriate by the Company at its sole discretion. The Marketing Partner undertakes to cooperate fully with the Company at all times and to provide all such documentation, records of communication as well as other information and clarifications that may be required by the Company in order to enable the Company to undertake such assessments.

5.7 The Marketing Partner shall not engage in any conduct which gives the impression that the regulated status of the Ava Group applies to the Marketing Partner, or that the Investment Services provided by the Ava Group are provided by the Marketing Partner.

5.8 The Marketing Partner is and remains responsible at all times to ensure that any material, documents or information provided by the Company are in accordance with the laws of the country in which such material, documents or information are marketed or used or are to be marketed or used.

## 6. ANTI-BRIBERY COMPLIANCE

6.1 The Marketing Partner agrees and accepts not to engage or encourage directly or indirectly in any conduct that may be construed to be an act of bribery or corruption of any government or public official or any other executive (including indicatively corporate executives) who can make, direct or influence a decision, and to comply with all laws, statutes and regulations relating to anti-money laundering and corruption which are applicable to it.

6.2 The Marketing Partner shall on no occasion make or offer a payment in money or in kind, or otherwise offer or accept any inducement seeking to: (a) obtain or retain business; (b) obtain a share/percentage in the payment; or (c) induce someone to behave improperly, irrespective of whether they are government, public or private sector officials or employees.

## 7. COMMISSION AND PAYMENT

7.1 Subject to the provisions of this Clause 7 and subject at all times to the Marketing Partner being in full compliance with its obligations under this Agreement, the Marketing Partner shall be entitled to Commission if a prospective Client referred by the Marketing Partner registers with any member of the Ava Group accepting the Terms and Conditions, and continuously complies with the relevant compliance, anti-money laundering, know-your-customer requirements, trading and other terms and conditions. The Marketing Partner acknowledges, understands, agrees and accepts that the Ava Group retains at all times the sole right as to whether to accept a prospective Client as a Client of the Ava Group and that it will at no time be permitted to participate in Ava Group's assessment of the knowledge and experience of the prospective Client of Financial Instruments or in the Ava Group's assessment of the source of wealth and economic profile of the prospective Client for the purposes of any member of the Ava Group complying with its legal obligations pertaining to the combating of financial crime and money laundering, or in any other assessment or evaluation of the prospective Clients that the Ava Group may undertake for any reason.

7.2 The amount of commission and or other payments (collectively the "**Commission**") payable shall be as determined in accordance with Fee schedule agreement agreed between the Company and the Marketing Partner. Notwithstanding anything to the contrary in this Agreement or in any Fee schedule agreement, no Commission will be payable to the Marketing Partner prior to the registration and

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compliance with the other conditions referred to herein of five (5) prospective Clients referred by the Marketing Partner who make a minimum required deposit as determined by the Ava Group and open and close at least one trade (the "Minimum NAC Requirement"). Once the Minimum NAC Requirement has been achieved, Commission will be payable to the Marketing Partner with respect to all Clients referred by the Marketing Partner from the first such Client, all in accordance with the other provisions of this Agreement and any applicable fee schedule agreement.

**FOR THE REMOVAL OF ANY DOUBT IT IS HEREBY CLARIFIED THAT THE COMPANY RESERVES THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE, AT ANY TIME, ANY CRITERIA APPLYING TO ANY COMMISSIONS, INCLUDING WITHOUT LIMITATION, SETTING ANY BASELINE, THRESHOLD, MINIMUM DEPOSITS/EARNINGS AND/OR OTHER REQUIREMENT(S) FOR RECEIVING ANY COMMISSION.**

7.3 The Company shall within 15 (fifteen) Business Days of the end of each calendar month in which any Clients referred by the Marketing Partner had any trading activity in their trading accounts with the Company, make payment as per the agreed Fee schedule. Only modifications to the partner account data completed before the 10th of each month will be integrated into the subsequent monthly payment cycle.

7.4 The Company shall have a right to suspend and/or withhold any accrued but unpaid Commissions in the event of breach by the Marketing Partner of any provision of this Agreement or of any applicable law or if the Company has a reason to believe that there is a Non-Qualified Traffic in the Marketing Partner account. In the event that the Company determines the activity constitutes Non-Qualified Traffic, the Company shall recalculate or withhold the Commissions accordingly and in its sole discretion. It is hereby further clarified that in any event that the Company determines that the suspected transactions are in fact Non-Qualified Traffic, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the link assigned to such Marketing Partner inoperative, to change the Marketing Partner's compensation plan (including retroactively) and immediately block Marketing Partner's access to the Company's Marketing Partner program, with no compensation to Marketing Partner. Marketing Partner hereby irrevocably waives any claim or demand against the Company, its Marketing Partners, its directors, officers, shareholders, employees in respect of such action taken by the Company.

7.5 "Non-Qualified Traffic" means traffic from the Marketing Partner and/or Clients and/or any deposit and/or revenues generated by any Client which the Company has reason to believe in its sole and absolute discretion to: (i) have been obtained by illegitimate means (including without limitation to those relating to e-mail marketing and "spamming"); (ii) be false and/or non-compliant with the Marketing Partner program (including collusion between Marketing Partners and Clients or encouragement of trading activity intended to generate Commissions and not profits); (iii) have been obtained by misleading conducts and/or through collusion and/or manipulation of Ava Group's services, system, bonuses and/or promotions (including without limitation, via offers to share the Commissions directly or indirectly with Customers, and any other unauthorized use of any third party accounts, copyrights or trademarks), in each case, regardless of whether or not it actually causes harm to the Company or Ava Group.

7.6 For avoidance of doubt and without derogating from the generality of the foregoing, the Marketing Partner shall not be entitled to receive Commissions and/or any other payment (pursuant to any arrangement between the Marketing Partner and the Company) if the Company has a reason to believe

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that the Client trading accounts are owned and/or managed by the Marketing Partner and/or any of its shareholders and/or officers and/or any of their family members and/or dependents and/or relatives.

7.7 The Company reserves the right to take legal actions against the Marketing Partner in the event the Marketing Partner shall attempt to manipulate the Company and/or abuse the Company's Marketing Partner program. Without limitation of the foregoing, the Company reserves the right to withhold, setoff and/or deduct from any payment due to Marketing Partner hereunder in the event of such manipulation and/or abuse and may also terminate this Agreement with immediate effect.

7.8 The Marketing Partner undertakes to provide to the Company as soon as reasonably practicable after the date of this Agreement coming into effect, and in any event not later than the date on which the first payment of the Commission becomes due, accurate wire transfer details or other pre-agreed upon payment methods which shall indicate the Marketing Partner as the sole beneficiary of the payment. The Company shall have a right to reject any payment to the Marketing Partner hereunder if the Marketing Partner is not the sole beneficiary in the payment details provided by the Marketing Partner to the Company. The Company shall not be liable for any errors or inaccuracies in the payment details provided by the Marketing Partner.

7.9 Commission shall be payable to the Marketing Partner in United States Dollars only, unless the Company elects at its discretion to effect a payment in any other currency.

7.10 The Marketing Partner shall bear its own costs in providing Services hereunder and shall be solely responsible for the payment of all its personnel, marketing, communication, administration and other overhead expenses, taxes and/or charges and/or fees and duties arising from the provision of Services pursuant to this Agreement (including on domain and other internet related payment).

7.11 It is agreed by both Parties, that the Commission payable by the Company to the Marketing Partner is subject to review from time to time and change by the Company in its absolute discretion.

7.12 It is agreed by both Parties that the Company shall be entitled to reduce, without providing the Marketing Partner prior notice, any existing revenue share of the Marketing Partner by up to five percent (5%) following six (6) months of inactivity. For the avoidance of doubt; "inactivity" means the failure to introduce new active customers.

7.13 Without prejudice to the provisions of Clause 24 (Indemnity and Remedial Action) below, the Commissions payable by the Company under this Agreement shall be subject to malus and clawback, such that in the case of Adverse Action against the Company or Ava Group, the Company may refuse to make further payments of Commission, and/or may demand repayment of any Commissions already paid to the Marketing Partner up to the amount of a reasonable estimate of the Company's loss resulting from such breach or failure. The Company and the Marketing Partner agree that the provisions of this Clause 7.9 are without prejudice to any other rights which the Company or Ava Group may have against the Marketing Partner, whether arising under law, contract or otherwise.

7.14 Where the Marketing Partner refers to the Ava Group persons who also become Marketing Partners of the Company ("**Sub-Marketing Partner**"), the Marketing Partner, in effectively a Master Marketing Partner capacity, shall be entitled to such payments as shall be agreed between the Company and the Marketing Partner in writing.

# MARKETING PARTNER AGREEMENT

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7.15 The Company may, in its sole and absolute discretion, provide additional remuneration in the form of a reward, based on qualitative and other criteria that the Company may establish from time to time, having also regard to Applicable Laws and Regulations.

7.16 The Company has the absolute right, after giving prior notice to the Marketing Partner, to change the Commission payable to the Marketing Partner for reasons related to the Company's remuneration policy by giving to the Marketing Partner at least 15 Business Days' advance notice by e-mail. Where the Marketing Partner does not return to the Company with written objections to the proposed changes to the Commission and continues to provide Services after receiving or being deemed to have received notice in accordance with the provisions of this Agreement, the Marketing Partner will be deemed to have accepted such change in the Commission payable, by conduct. For the avoidance of doubt, any change in Commission made hereunder shall apply, from the date on which any such change became effective, shall apply with respect to both the Clients referred by the Marketing Partner prior to such change and the Clients referred after such change, but shall not affect any payments of Commission accrued up to the effective date of such change.

7.17 In addition, the Company may, in its sole discretion, retroactively change the Commission payable to the Marketing Partner, in the event that the Company has a reasonable suspicion of a manipulation of the Company and/or the Trading Platform and/or of any abuse of the Marketing Partner Program and/or of the Marketing Partner's compensation plan (including collusion between Marketing Partners and Customers 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. In such event, effective as of the date specified in the Company's notification to the Marketing Partner regarding the change of the Commission, the Marketing Partner shall be compensated under the new compensation plan and it shall not be entitled to receive any payment under the previous compensation plan (and in the event that any payments have already been made under the previous compensation plan, the Marketing Partner shall immediately return the Company any such payment and the Company shall also be permitted to deduct such payments from any future payments due to the Marketing Partner, which may cause an Marketing Partner's account to be in a negative balance.

7.18 The Marketing Partner is prohibited from receiving or handling any funds from any Client for any purpose whatsoever, whether as recipient for its own account or for the purpose of relaying or delivering such funds to any other person or entity, including, without limitation, the Company.

## 8. ANTI-MONEY LAUNDERING

8.1 Without prejudice to the provisions of Clause 8.2 below, when introducing Clients, the Marketing Partner hereby undertakes not to refer any Client which it knows or believes or reasonably should have known or believed may be involved in any money-laundering or terrorist financing activities.

8.2 The Marketing Partner shall provide the Company with any information the Company deems as necessary in relation to its obligation to undertake an assessment of the Marketing Partner with respect to money laundering risk.

8.3 The Marketing Partner shall update the Company by written notice, as soon as possible, about any change (whether actioned or expected) in its corporate, financial and legal status and with respect to any



# MARKETING PARTNER AGREEMENT

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regulatory, judicial, police or other investigations in its affairs or affairs of its shareholders and key personnel.

## 9. OBLIGATIONS OF THE COMPANY

9.1 The Company shall use its reasonable efforts to provide the Marketing Partner with the information the Marketing Partner reasonably requests in writing in order to carry out its duties, including marketing information, details related Financial Instruments.

9.2 The Company shall, as set out in Clause 7.7 above, not be responsible for any costs incurred by the Marketing Partner unless such costs have been agreed by the Company in writing, in advance.

9.3 The Company shall:

(i) be under no obligation to follow up on any referral made by the Marketing Partner or to provide Investment Services to any natural or legal person referred to it by the Marketing Partner.

(ii) have the entire discretion to reject any prospective Client or to terminate any Client referred to it by the Marketing Partner for any reason that it deems appropriate, including without limitation for matters pertaining to its commercial policy or regulatory compliance with the Applicable Laws and Regulations.

(iii) have the full and sole right to decline any prospective or actual Client that fails the Ava Group's assessments and requirements for knowledge and experience as well as for the reason of anti-money laundering and financial crime prevention.

## 10. REPRESENTATIONS AND WARRANTIES

10.1 Where the Marketing Partner is a natural person, it hereby represents and warrants to the Company the following:

(i) it has the capacity to enter into this Agreement and to perform the Services provided for hereunder,

(ii) it shall not be in breach of the Applicable Laws and Regulations in providing the Services,

(iii) it is not bankrupt or subject to any administrative, insolvency order, tax or other proceedings, and

(iv) has not been convicted for any criminal activity or been subject to any sanctions, regulatory or other investigations, for unlawful or unethical conduct or breach of any law, regulation or professional conduct other than minor traffic offenses.

10.2 Where the Marketing Partner is a legal person, it hereby represents and warrants to Company as follows:

(i) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to provide the Services and transactions contemplated hereunder and that there are no other undertakings or agreements preventing it from committing itself in accordance with this Agreement and performing its obligations hereunder.

# MARKETING PARTNER AGREEMENT

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(ii) The execution and delivery of this Agreement, and the performance by the Marketing Partner of its obligations hereunder, have been duly authorized by its relevant governance bodies in accordance with applicable law and its internal statutes and regulations.

(iii) This Agreement, upon execution and delivery by the Company and the Marketing Partner, will constitute the legal, valid and binding obligations of the Marketing Partner, enforceable against the Marketing Partner in accordance with its terms.

(iv) The Marketing Partner and its shareholders, Board of Directors and key staff have not been subject to any legal or regulatory investigations or been subject to any sanctions or fines or other penalties for breaches of the Applicable Laws and Regulations applicable to it, including without limitation, any fines or sanctions for breaches of and financial services laws and regulations.

10.3 The Marketing Partner hereby warrants and undertakes that the information provided on the Marketing Partner Application Form is true, fair, complete and accurate. The Company has the right to constantly monitor the activities of the Marketing Partner for the purpose of ensuring compliance with the provisions of the Marketing Partner Application Form and this Agreement. In the event in which any such information is or becomes false, misleading or inaccurate, the Marketing Partner agrees and accepts that the Company shall have the right to terminate this Agreement with immediate effect by a written notice to the Marketing Partner.

10.4 The Marketing Partner acknowledges that Clients referred to the Company become Clients of the Ava Group and are not clients of the Marketing Partner and further, that it shall refrain at all times from any action which could be construed by prospective or actual Clients to indicate that there is a contractual or other legal relationship between the Clients and the Marketing Partner. The Marketing Partner undertakes to inform prospective Clients that their legal relationship is solely with the Ava Group and that all communications with respect to their ISAs and their trading at large shall be solely with the Ava Group.

10.5 The Marketing Partner undertakes that it shall not solicit or entice away from the Ava Group, any Clients of the Ava Group, either for the benefit of itself or any third party and shall not encourage or facilitate the migration of any Client to any competitor of the Ava Group for the duration of this Agreement and for a period of two (2) years after termination of this Agreement may have taken place.

## 11. INTELLECTUAL PROPERTY

11.1 The Marketing Partner acknowledges and agrees that Intellectual Property Rights belonging to the Company and Ava Group, shall remain the proprietary property of the Company and Ava Group as appropriate, and that nothing in this Agreement or in any disclosures made during the course of this Agreement or emanating therefrom shall be construed as granting to the Marketing Partner any right, entitlement, licence, patent, copyright, design licence or any other Intellectual Property Rights which may now or hereafter exist. Nothing in this Agreement shall be deemed to be a waiver, transfer or entitlement to any such Intellectual Property Rights by the Company or Ava Group.

11.2 Subject to the provisions of this Clause 11 (Intellectual Property), the Marketing Partner may use Ava Group's logo and brand names with the prior written permission of the Company in accordance with Clause 3.5 above.

# MARKETING PARTNER AGREEMENT

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## 12. CONFIDENTIALITY

12.1 The Marketing Partner undertakes that it shall not at any time during this Agreement, and for a period of five (5) years after termination of this Agreement, disclose to any person any Confidential Information concerning the business, marketing strategy, affairs and Clients of the Company or clients of any member of the Ava Group, except as permitted by Clause 12.2 below.

12.2 The Marketing Partner may disclose the Company's Confidential Information:

(i) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Marketing Partner's obligations under this Agreement. The Marketing Partner shall procure that its employees, officers, representatives or advisers to whom it discloses the Ava Group's Confidential Information comply with this Clause 12 and are bound by relevant confidentiality and professional undertakings to the Marketing Partner; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority

12.3 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

12.4 All documents and other records (whether verbal, in writing, electronic or otherwise, stored in whatever mode or medium) containing Confidential Information supplied to or acquired by the Marketing Partner from the Company shall be returned promptly to the Company on termination of this Agreement, and no copies shall be kept. Where Confidential Information has been kept in physical, electronic or other mode of storage, the Marketing Partner shall return one copy to the Company and confirm to the Company that it has deleted all other copies, other than one single copy it may deem necessary to maintain so as to defend itself in any action in front of any court of competent jurisdiction or any governmental or regulatory authority.

## 13. COMMENCEMENT AND DURATION

13.1 This Agreement shall take effect in accordance with clause 27 below and shall continue until terminated earlier in accordance with Clause 14 below.

## 14. TERMINATION

14.1 Without affecting any other right or remedy available to it, and subject to the provisions of Clause 20 below, either Party may terminate this Agreement for any reason, at any time, after providing to the other Party five (5) Business Days' written notice.

14.2 The Company shall have a right to terminate this Agreement with immediate effect by a written notice to the Marketing Partner at any time during any evaluation period.

# MARKETING PARTNER AGREEMENT

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14.3 Without prejudice to the provisions of Clauses 14.1 and 14.2 above, the Company may terminate this Agreement with immediate effect by giving written notice to the Marketing Partner if:

(i) the Marketing Partner commits a material breach (as determined by the Company in its reasonable opinion) of this Agreement, including without limitation, a breach of any of its obligations under this Agreement (including where the Marketing Partner provides false, inaccurate or misleading KYC, compliance and anti-money laundering information under Clause 2 hereof) or in general the conduct of the Marketing Partner is one that the Company, acting at its discretion and reasonably, deems to cause regulatory or reputation issues to the Company;

(ii) the Marketing Partner produces or uses any advertising on marketing in breach of the requirements of Clause 3.6 above;

(iii) the Marketing Partner rejects any proposed change in Commission communicated to it by the Company pursuant to Clause 7 above;

(iv) the Marketing Partner is in breach of the provisions of Clause 3.1 (ii) and (vii) above;

(v) where any Client referred by the Marketing Partner commits any breach of the Terms and Conditions of any member of the Ava Group, including without limitation, a breach in relation to abusive or unfair trading practices or manipulation of the electronic trading platform;

(vi) any Client referred to a Group company provides fraudulent, inaccurate or misleading documentation in the course of the KYC and anti-money laundering checks, as may be required by the Company and the Applicable Laws and Regulations;

(vii) where the Marketing Partner is a legal entity, the Marketing Partner becomes insolvent or is subject to any insolvency, administrative, regulatory or professional proceedings as per the applicable provisions in its jurisdiction of incorporation, or, where the Marketing Partner is a natural person, is subject to bankruptcy proceedings;

(viii) The Marketing Partner does not, in the Company's discretion, act reasonably and in good faith;

(ix) The Marketing Partner becomes or is reasonably likely to become incapable of performing its obligations under this Agreement;

(x) The Marketing Partner is in breach of the mandatory policies;

(xi) Pursuant to Clause 25.3 of this Agreement;

(xii) Where the Marketing Partner, being a natural person, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

14.4 All Clients referred to the Company during the term of this Agreement, shall remain Clients of the Company upon termination or cessation of this Agreement (unless such Client is terminated by the Company in its sole discretion for any reason whatsoever). The Marketing Partner shall not interfere with

# MARKETING PARTNER AGREEMENT

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any Client's right to maintain the Client's account with, or transfer the Client's account to or from, the Company.

14.5 For the avoidance of doubt, all terms of this Agreement constitute material terms.

## 15. CONSEQUENCES OF TERMINATION

15.1 The Parties agree that the following clauses are material clauses that survive termination of this Agreement: Clause 1 (Interpretation), Clause 11 (Intellectual Property), Clause 12 (Confidentiality), Clause 16 (No Partnership or Agency), Clause 17 (Data Protection), Clause 24 (Indemnity and Remedial Action), Clause 26 (Record Keeping) and Clause 28 (Governing Law).

15.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

## 16. NO PARTNERSHIP OR AGENCY

16.1 The relationship between the Company and the Marketing Partner shall be that of independent parties. Nothing in this Agreement is intended to, or shall be deemed to, establish an employee-employer relationship, any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Furthermore, the Marketing Partner agrees that:

(i) Where the Marketing Partner is not authorised and regulated in the provision of investment or any other services, it shall not hold itself out as being regulated to provide any services for which it is not duly authorised and regulated in accordance with the provisions of the Applicable Laws and Regulations, and shall not make use of the contractual or other relationship which it has with the Company, to represent or hold itself out as being so regulated; and

(ii) The Marketing Partner shall not engage in any conduct which gives the impression that the regulated status of the Ava Group applies to itself, or that the Investment Services provided by the Ava Group are provided by the Marketing Partner.

16.2 Without prejudice to the generality of the above, the Marketing Partner shall not be construed or hold itself out as acting as broker or agent of the Company or Ava Group and shall not indicate or seek to indicate such in any marketing or communication material.

16.3 The Marketing Partner shall not use the name of the Company or Ava Group in answering its telephone or in any other ways represent that it is associated with the Company or Ava Group other than in a relationship of an Marketing Partner. In contracting for support services such as rent, telephone and utilities, the Marketing Partner shall not use or refer the name of the Company or Ava Group.

16.4 The Marketing Partner confirms that it is acting on its own behalf and for solely its own benefit and not for the benefit of any other person.

## 17. DATA PROTECTION

# MARKETING PARTNER AGREEMENT

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17.1 The Marketing Partner shall ensure that-

- (i) it has obtained all necessary rights from third parties and any notification or consent requirements which may be required from any person in relation to or for the purposes of processing data for the purposes of providing Services in accordance with its obligations under this Agreement;
- (ii) it has complied with all other requirements under any applicable privacy and data protection laws, regulations, and mandatory codes.

17.2 The Marketing Partner shall, upon request of the Company, provide to the Company all such documentation and information evidencing its compliance with the requirements of this Clause 17.

17.3 The Marketing Partner agrees and accepts that nothing in this Agreement creates an obligation for the Company to share any information it gathers or acquires at any stage about any Client, with the Marketing Partner.

## 18. ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

18.3 Nothing in this Clause shall limit or exclude any liability for fraud.

## 19. VARIATION

19.1 Subject to the provisions of Clause 25 (Amendments to this Agreement) below, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

## 20. ASSIGNMENT AND OTHER DEALINGS

20.1 This Agreement is personal to the Parties and, subject to the provisions of Clause 20.2 below, neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

20.2 The Company may, by providing five (5) Business Days' written notice in accordance with the provisions of Clause 23 (Notices) below of this Agreement, assign, novate, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement to any member of the Ava Group or to any third party that it reasonably considers at its discretion capable of performing the duties, responsibilities and obligations under this Agreement.



# MARKETING PARTNER AGREEMENT

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20.3 In respect of any notification given by the Company to the Marketing Partner for the assignment, or novation or transfer of rights and obligations to any third party (unless such assignment, transfer or novation is made to any member of the Ava Group in which case the Marketing Partner hereby consents to such assignment, transfer or novation, effective upon notice being provided by the Company and without any further action being required on the part of the Marketing Partner for effecting such assignment, transfer or novation) in accordance with the provisions of this Clause 20, failure on the part of the Marketing Partner to object to such transfer within the notice period provided for in Clause 20.2 above shall evidence its acceptance of such transfer, and the transfer of the rights and obligations of the Company under this Agreement shall take effect giving rise to a direct contractual relationship between the transferee and the Marketing Partner.

## 21. WAIVER

21.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 22. SEVERANCE

22.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 22 shall not affect the validity and enforceability of the rest of this Agreement.

## 23. NOTICES

23.1 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to that Party in accordance with the contact details stated in this Clause 23 in respect of each Party, or such other address as that Party may have specified to the other Party in writing in accordance with this Clause 23, and in addition, shall be sent via email to [support@avapartner.com](mailto:support@avapartner.com).

## 24. INDEMNITY AND REMEDIAL ACTION

24.1 The Marketing Partner will indemnify the Company and keep the Company indemnified on demand in respect of all direct, indirect, punitive, incidental, special, consequential damages or any other damages, all liabilities, costs, claims, demands and expenses (including legal costs) of any nature whatsoever (collectively, “**Losses**”) which the Company may suffer or incur as a direct or indirect result of any act or omission of the Marketing Partner in connection with its relationship with the Company or any Client referred by the Marketing Partner to the Company or any failure by the Marketing Partner to perform any of the Marketing Partner’s obligations under this Agreement and the **Marketing and Communication Guidelines** but excluding any Losses which result from the Company’s own negligence, fraud, wilful misconduct or material breach by the Company of the terms of this Agreement.

24.2 Without prejudice to the generality of the above, the Marketing Partner agrees to indemnify and hold harmless the Company for any Losses suffered as a result of Adverse Action.

# MARKETING PARTNER AGREEMENT

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24.3 Where any Adverse Action consists of or relates to any derogatory or defamatory statement against the Company or its Group, the Marketing Partner undertakes to take such remedial action and make such corrective statement as the Company may instruct for the purposes of addressing the effect of the Adverse Action, provided always that the Marketing Partner will not be required to make any statement which is misleading or untrue.

## 25. AMENDMENTS TO THIS AGREEMENT

25.1 Notwithstanding any other provision contained in this Agreement, the Company retains the right at any time to amend the provisions contained herein. Such amendment shall become effective with immediate effect as published on [www.avapartner.com](http://www.avapartner.com).

25.2 Where any amendment is deemed by the Company to be necessary or appropriate for the purposes of compliance with any Applicable Laws and Regulations, the Marketing Partner agrees, acting at the request of the Company, to effect such amendments within the timeframe set by the Company at its entire discretion and as may be necessary or appropriate for this purpose.

25.3 In the case in which the Marketing Partner does not agree to any amendment which the Company considers reasonable or appropriate in accordance with the provisions of Clauses 25.1 and 25.2 above, within the period set by the Company, this Agreement may be terminated by the Company without further notice.

## 26. RECORD KEEPING

26.1 The Marketing Partner should be able to provide to the Company at any time, evidence of its compliance with the provisions of this Agreement, and for this purpose, and without limitation of the generality of the above, it shall maintain at all times adequate records regarding the following:

- (i) the content of any statement or representation made to any Client, (along with a translation in the case in which the relevant communication is not in English),
- (ii) the manner and means in which any such communication was communicated, and
- (iii) copies of all written and electronic communication with Clients, in whatever mode or medium transmitted, including all marketing communication.

26.2 The Marketing Partner shall maintain such records throughout the duration of this Agreement and for five years after the termination hereof and shall deliver all such records to the Company at any time upon request by the Company and upon termination of this Agreement.

## 27. EXECUTION

27.1 This Agreement shall take effect upon the Marketing Partner agreeing to its Terms and Conditions by ticking the relevant box electronically at the website [www.avapartner.com](http://www.avapartner.com) AND upon the Company sending to Marketing Partner a notice of acceptance in accordance with Clause 2.4 above.

# MARKETING PARTNER AGREEMENT

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## 28. GOVERNING LAW

28.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject be matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## 29. JURISDICTION

29.1 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause 29. The number of arbitrators shall be three. The seat, or legal place of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

Marketing Partner:

Name:

Title:

Signature: \_\_\_\_\_

Date:

Company: Ava Trade Markets Limited:

Name:

Title:

Signature: \_\_\_\_\_

Date: