



Affiliate Program Agreement

1. INTRODUCTION:

The Affiliate Program Agreement (the “Agreement”) is made between **Magnum FX (Cyprus) Ltd** (the “**Company**”, “**ETFinance**”, “**we**” or “**us**”), a Company incorporated under the Laws of the Republic of Cyprus with Registration Number HE 360548, operating through its trading name **ETFinance**, authorized and regulated by the Cyprus Securities and Exchange Commission (the “**CySEC**”) as a Cyprus Investment Firm with authorization number 359/18, having its head office at KPMG Center, 1 Agias Fylaxeos Street, 2nd Floor - Office 1, 3025 Limassol, Cyprus and **you (the “Affiliate”)** **WHEREAS** Magnum FX is a Cyprus Investment Firm that provides investment and ancillary services (‘the services’), within the European Economic Area (the “**EEA**”), through its electronic system (“the trading platform”) over the internet. This Agreement governs the contractual relationship between the Company and the Affiliate, by which the Affiliate can, subject to the present terms and conditions, agree to actively market the Trading Platform(s) and any other of the Company’s Services towards potential Clients, exclusively through online means.

2. DEFINITIONS:

Account: any live trading account the Client runs with the Company.

Affiliate: an independent party (individual or company), acting in the course of business, who is engaged in advertising/marketing activities solely through online means and who may introduce Clients to the Company for transactions in Contracts for Difference (CFDs) on commodities, cryptocurrencies, foreign currencies, indices and stocks.

Affiliate Link: shall mean the unique link and/or personalised ID which is used to identify an Affiliate and its activities and introduced Qualifying Clients.

Affiliate Panel: a feature-rich, secure platform accessed by the Affiliates and used by the Company to access, manage and monitor the Affiliates’ activities, data, links, marketing material and payment details.

Client: any natural or legal person to whom the Company offers investment and/or ancillary services;

Confidential Information: means any data or information of the Company and/or any of their clients, including oral, written or electronic data or information including past, present or future research, development or business activities, and including without limitation, any information relating to developments, inventions, processes, plans, trading information and financial information. The Confidential Information shall not include information that can be shown by written evidence that:

- (i) is available in the public domain, not as a result of the actions of the receiving party,
- (ii) was known to and/or developed by the receiving party prior to its receipt from the disclosing party, or
- (iii) was lawfully received by the receiving party from a third party without obligation of confidence.

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 affiliates 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.

Law: the Cypriot Investment Services and Activities and Regulated Markets Law of 2017, as subsequently amended or replaced, the Directives issued by virtue of this Law or any other rules of a relevant regulatory authority and any

other applicable laws, rules and regulations as in force from time to time and to which this Agreement is subject (where relevant).

Qualified Client: an individual or a company, acting in his/her capacity as a Client, who registers through the Affiliate Link, completes the Company's registration procedure, is approved by the Company, funds his/her account and performs a trading activity. Definition, captures the description outlined in section 8.2 further below of this Agreement.

Trading Platform: any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market related news as well as having a real-time revaluation of the open positions, through the Internet.

3. AFFILIATE'S OBLIGATIONS:

The Affiliate declares and undertakes as follows:

- 3.1. The Affiliate must register online with the Company and sign electronically this Agreement.
- 3.2. The Affiliate hereto confirms that he/she has authority, right, power to enter into and be bound by the terms and conditions of this Agreement and to perform his/her obligations under this Agreement, without the approval or consent of any other party. If the Affiliate is a company/legal entity, then the person agreeing to this Agreement on behalf of the company/legal entity hereby confirms that he/she is authorized to bind the company/legal entity to this Agreement and that the company/legal entity has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other third party.
- 3.3. Upon registration, the Affiliate shall provide his/her details and relevant due diligence documentation. The Affiliate shall be granted access to his/her secure "Affiliate" Panel. The Affiliate shall be able to access information with regards to among others, his/her performance and commissions.
- 3.4. The Affiliate shall provide to the Company the following information:
 - Sufficient proof of identity; If legal entity Certificate of Incorporation;
 - Sufficient details regarding the Proof of Address; If legal entity Certificate of Registered Address;
 - Contact details including email/fax, telephone and website(s);
 - If representative of legal entity the relevant Power of Attorney (the "POA") and Proof of Identity;
 - Information about his/her activities and/or his/her blog and/or his/her link(s) of the website(s) and/or his/her social media profile and/or any other information directly and/or indirectly related to the terms of this Agreement.
 - Upon request of the Company, the Affiliate shall supply details and documentation of the license and/or authorization requirements applicable to the Affiliate's activities.
 - The Affiliate must provide the Company with sufficient proof of ownership of their blog and/or website and/or social media profile as these may be requested from time to time.

The Affiliate shall immediately notify the Company in case of any change to his/her information.

- 3.5. The Company holds the right to evaluate the Affiliate's application and shall notify the Affiliate accordingly whether is accepted or rejected in case it considers that the Affiliate is inappropriate to perform its obligations pursuant to this Agreement.
- 3.6. The Affiliate undertakes to cooperate, if required, with any relevant authority in connection with the services which will be provided to the Company and the Data Protection Commissioner pursuant to this Agreement

and to allow the Company, the Company's Compliance function or its internal or external auditors effective access to:

- (a) data (including all communications and all documentation in whatever mode or form) related to the services which will be provided to the Company pursuant to this Agreement without withholding or delaying any such access or data; and
- (b) the business premises of the Affiliate.

- 3.7. The Affiliate shall not be entitled to receive any type of compensation when this is linked to his/her personal trading activity with the Company.
- 3.8. The Affiliate shall always maintain in force all necessary registrations, authorisations, consents and licences to be enabled to fulfil his or her obligations under this Agreement and comply in all respects with all applicable laws, regulations and approvals.
- 3.9. The Affiliate acknowledges that he/she is aware of the contents and understands the Company's Compliance and Anti Money Laundering Policies, as these appears on the Company's website and/or are provided by the Company from time to time, which may be modified from time to time, and agrees to operate in accordance with the policies and procedures contained therein.
- 3.10. The Affiliate agrees to conduct themselves in a professional manner in accordance with industry standards so as not to cause disrepute or ill favour to the Company.
- 3.11. The Affiliate agrees to comply with and act in accordance to the Agreement, as may be amended from time to time, and other policies of the Company relating to marketing of the Company.
- 3.12. If, for any reason, the Company will be approached by any other regulator with complaint concerning the Affiliate's operation, publications, advertising or any marketing activity, the Affiliate will be obliged to disclose to the Company all information related to the complaint and act according to guidelines of the Company and the regulator.
- 3.13. The Affiliate cannot amend any of the Trading Conditions and/or the Terms and Conditions set out in the Company's website.
- 3.14. The Affiliate shall provide the Company with copies of and summaries of pending any claims or litigation with or without connection to this Agreement within 5 days of having received notice of such.
- 3.15. The Company has the right to ask the discontinuation of the Affiliate's advertisements immediately, if the Company considers in its discretion that the content is or may be in violation of the Law or the Company's policies.
- 3.16. The Affiliate shall act in good faith and shall not make any false and/or misleading representations/statements with respect to the Company and its services or engage in any other practice which may affect adversely the image, credibility or the reputation of the Company.
- 3.17. The Affiliate shall not introduce to the Company Clients from jurisdictions to which the Company does not offer services to. The Affiliate will not be entitled to any compensation in case such Clients are introduced.
- 3.18. The Affiliate shall not, without the Company's prior written consent, make or give any representations, warranties or other promises express or implied, concerning the services provided by the Company which are not contained in the Company's formal marketing materials provided to the Affiliate through the Affiliate Panel.
- 3.19. The Affiliate shall only use the marketing material provided by the Company via the Affiliate Panel to promote and market the Company's products and services.

4. DISSEMINATION OF INFORMATION BY THE AFFILIATE:

- 4.1. The Affiliate shall ensure that all promotional material is of a type and character, and is disseminated in a manner, that will not cause disrepute or harm to the Company and comply with all applicable laws and regulations, including without limitation relating to anti-spam laws and regulations. The Affiliate upon notice from the Company that, in the Company's opinion, any promotional material (content or method of use) does not comply with this standard, the Affiliate will immediately cease use of such materials or manner of use.
- 4.2. The Affiliate shall comply with all reasonable instructions received from the Company regarding the content, nature and location of any campaigns or materials.
- 4.3. The Affiliate shall not use the name of the Company in any promotional materials or otherwise, without obtaining the prior written approval of the Company relating to the general type of such promotional materials and not to distribute any such promotional materials in any manner or forum which may be offensive.
- 4.4. The Affiliate shall not distribute or use any promotional material that:
- (a) Is not pre - approved by the Company;
 - (b) is likely to deceive the public;
 - (c) contains any material misstatement of fact or a statement that such person knows omits a fact, if such omission makes the promotional material misleading;
 - (d) contains promised/guaranteed returns;
 - (e) contains information which may affect adversely the image, credibility or the reputation of the company;
 - (f) constitutes spam marketing;
 - (g) mentions the possibility of profit unless accompanied by an equally prominent statement of the risk of loss;
 - (h) includes a measurement or description of or makes any reference to hypothetical results which could have been achieved had a particular trading system been employed in the past unless accompanied by the statement identified below;
 - (i) contains personal opinions on trading or the direction of the market and/or instruments; or investment advice;
 - (j) includes any reference to actual past trading profits without mentioning that past results are not necessarily indicative of future results; or
 - (k) includes any specific numerical or statistic information about the past performance of any actual accounts (including rate of return) unless such information is and can be demonstrated to be representative of the actual performance for the same time period of all reasonably comparable accounts.

5. THE AFFILIATE REPRESENTS AND WARRANTS AS FOLLOWS:

- 5.1. All of the relevant employees, agents and associated persons, to the extent required, have been and will continue to be duly recognized and licensed to participate in the transactions contemplated hereby.
- 5.2. The Affiliate has power to enter into and perform this Agreement according to its terms and will, upon request, produce to the Company such board resolutions, partnership agreements or other documentation that the Company may reasonably request.

6. SERVICES PROVIDED:

- 6.1. The Company offers online CFD trading on commodities, cryptocurrencies, foreign currencies, indices and stocks. The Affiliate shall provide introduction services including but not limited to marketing the Company's CFD trading services and directing Clients and potential Clients to use the Company's services in accordance with the terms detailed.

7. THE COMPANY'S OBLIGATIONS:

- 7.1. The Company shall provide the Affiliate access to the Affiliate Panel.
- 7.2. The Company shall timely pay the Payments/Commission as detailed in Section 8 herein.
- 7.3. The Company represents and warrants as follows:
- 7.3.1. The Company has the power to enter into and perform this Agreement according to its terms.
- 7.3.2. The Company warrants that it is the proprietor of the Company's Names and Trademarks or that it is duly authorized by the proprietor of the same to sublicense them to the Affiliate on the terms of this Agreement.

8. RELATIONSHIP WITH CLIENTS:

- 8.1. The Affiliate should not represent itself as the Company and should specify on its website (if it has any) of the nature of the relationship.
- 8.2. The Affiliate will not attempt to bind the Company in any manner and not to use any trademarks or signs of the Company without prior written consent of the Company.
- 8.3. The Affiliate acknowledges that all Clients introduced or directed to the Company are the Company's customers and any information about these Clients is the exclusive and sole property of the Company. Upon termination of this Agreement the Clients will remain the Company's customers.
- 8.4. The Affiliate shall adhere to the Company restrictions and policies as detailed on its website www.etfinance.eu. Such terms may be adjusted by the Company at its sole discretion.
- 8.5. The Company shall be under no obligation whatsoever to accept as a Client any applicant in connection with the services provided by the Affiliate.

9. PAYMENT/COMMISSIONS:

- 9.1. All costs of the Affiliate in connection with its duties hereunder shall be borne solely by the Affiliate and the Company shall under no circumstances participate in such costs, unless otherwise agreed in writing between the Parties.
- 9.2. Commission will be granted only for Qualified Clients according to all the following terms:
- 9.2.1. The Qualified Client was introduced to the Company by the Affiliate and identified by an Affiliate link assigned to such Affiliate by the Company, and;
- 9.2.2. The Company confirms that the Affiliate shall be included in the relevant commission scheme that is agreed between the Parties and/or as selected upon registration, unless otherwise agreed;
- 9.2.3. The Qualified Client has been approved by the Company and has made a minimum real money deposit in line with the Company rules and;
- 9.2.4. With respect to the CPA plan, the Qualified Client has generated trading activity, or any other activity level agreed by the Parties in writing and;

- 9.2.5. The Qualified Client is not already registered to the Company under a different name or with a different identity or from same IP address and
- 9.2.6. The Qualified Client has provided all documents and proof of payment according to the Company KYC procedure and
- 9.2.7. The Qualified Client has complied with all Applicable Law and Regulation.
- 9.3. The Affiliate shall receive payment during the term of this Agreement in accordance with the preferred payment scheme selected upon registration, unless otherwise agreed by the parties. Subject to the terms of this Agreement and any of the Company's applicable payment policies, the Affiliate may be eligible to receive payment on account of the trading activities of:
 - 9.3.1. Clients introduced to the Company by Affiliate, and
 - 9.3.2. Affiliates to the extent that during the applicable payment period they have referred Qualified Clients to the Company.
- 9.4. Notwithstanding any other term herein, if the Company suspects or has reason to believe that Affiliate and/or a Client referred by the Affiliate was involved with or attempted arbitrage, fraud and/or fraudulent activity, then the Company reserves the right to:
 - 9.4.1. Withhold payment, at its sole discretion;
 - 9.4.2. Terminate the Affiliate and/or Client's access to services provided by the Company;
 - 9.4.3. Block the Affiliate and/or Client's account and arrange for the transfer of any unused balance to the Affiliate and/or Client, as applicable.
- 9.5. "**Fraudulent activity**" shall include, without limitation, collusion between the Affiliate and one or more Clients, collusion between two or more Clients, instances where the Company reasonably believes that trading is intended to generate commissions or fees and not profits, and any other instance where the Affiliate and/or a Client has abused the Company's terms of payment.

10. AMENDMENT AND TERMINATION:

- 10.1. The duration of this Agreement will begin upon signature of these Terms and Conditions and will continue in perpetuity unless it is terminated earlier in accordance with the provisions hereof ("Term").
- 10.2. Either Party may terminate this Agreement for convenience following a seven (7) days' notice period pursuant to a written notice.
- 10.3. The Affiliate acknowledges that the Company shall have a right to terminate this Agreement **with immediate effect** by a written notice to the Affiliate **at any time, if:**
 - 10.3.1. The Affiliate's actions cause any actual or potential breach of the Applicable Laws and Regulations by the Company;
 - 10.3.2. The Affiliate is acting outside the scope of the signed agreement;
 - 10.3.3. The Affiliate has used Marketing Material which has not been pre-approved by the Company, as per section 4.4.(a) of this Agreement;
 - 10.3.4. The Affiliate 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 Affiliate uses non approved marketing material, provides false, inaccurate or misleading KYC, compliance and anti-money laundering information);
 - 10.3.5. The Affiliate's conduct infringes the rules and regulations of any relevant authority in connection with the services which it provides to the Company;

- 10.3.6. The conduct of the Affiliate is one that the Company, acting at its discretion and reasonably, deems to cause regulatory or reputation issues to the Company;
- 10.3.7. Where the Affiliate is a legal entity, the Affiliate 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 Affiliate is a natural person, is subject to bankruptcy proceedings;
- 10.3.8. The Affiliate does not, in the Company's discretion, act reasonably and in good faith;
- 10.4. The Company may, by notice in writing to the Affiliate, terminate this Agreement forthwith if any of the Affiliate's representations ceases to be true, or if the Affiliate is in breach of any term, condition or provision of this Agreement and either the breach cannot be remedied or Intermediary fails to remedy the same within 7 days of receipt of a Notice requiring it to do so.
- 10.5. Termination shall be without prejudice to any rights which accrued before termination and any such termination will not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination. The Affiliate shall be entitled to receive any fees in accordance with clause 8 above, which have accrued and are due payable to it as at the termination

11. TAXES:

- 11.1. Each Party shall pay its own tax and duties.

12. RECORDS & REPORTS:

- 12.1. It is in Company's sole responsibility and obligation to track the activity of the Clients and all traffic associated with the Affiliates for the duration needed for the Company to fulfil its obligations under this Agreement in full.
- 12.2. Throughout the Term, the Company shall provide the Affiliate with an online report accessible on the **Affiliate Panel**.

13. INTELLECTUAL PROPERTY RIGHTS:

- 13.1. All of the Company's intellectual property, including without limitation all of the Company's Names and Trademarks and copyrights, whether or not registered and whether or not registrable, are and shall remain the sole and exclusive property of the Company and/or its affiliated companies and Intermediary shall have no rights thereto except as explicitly provided herein. Without derogating from the generality of the foregoing, the Affiliate shall not use any of the Company's Names and Trademarks other than in respect of this Agreement;
- 13.2. The Affiliate shall not apply for or obtain registration, including by but not limited to trademark and internet domain names, of any of the Company's Names and Trademarks (or any trade or service mark which consists or comprises the Company's similar word or words or logo or parts hereof) for any goods or services in any country. In case such application and/or registration was done prior to this Agreement, the Affiliate shall immediately transfer all such rights to the Company on its request;
- 13.3. The Affiliate shall not dispute or challenge the validity of, or the Company's rights to, any of the Company Names and Trademarks as registered or used by the Company during the term of this Agreement;
- 13.4. The Affiliate cannot use or register a domain name or keywords, search terms or other identifiers for his/her activities with the name of the Company or similar or which may cause confusion without the prior written consent of the Company.

- 13.5. The Affiliate must not cause or assist by any act or omission in the creation or design of any website, which explicitly or impliedly resembles the Company's websites and leads customers to believe the Affiliate is the Company or any other affiliated business.
- 13.6. Each reference to the Company's Names and Trademarks shall be in a form agreed in writing in advance by the Company;
- 13.7. Any and all reference to the Company's Names and Trademarks by the Affiliate shall contain such acknowledgements of the Company's ownership of any and all intellectual property rights to the Company's Names and Trademarks as the Company may from time to time reasonably require;
- 13.8. The Affiliate shall not do or admit others to do anything which may diminish or devalue the reputation, image or prestige of the Company or in any way impair any registration of The Company's Names and Trademarks;
- 13.9. The Affiliate shall comply with regulations and practices in force or used in order to safeguard the Company's rights to the Company's Names and Trademarks and Intermediary shall cooperate fully with the Company in protecting such rights;
- 13.10. The Affiliate shall promptly notify the Company of any contest of the validity or abuse of any of the Company's Names and Trademarks that Affiliate becomes aware of;
- 13.11. The Affiliate shall indemnify the Company in respect of any and all costs, claims, damages, expenses, losses, demands and liabilities of whatsoever nature suffered or incurred by the Company as a result of or in connection with the use of the Company's Names and Trademarks by Intermediary other than in accordance with this Agreement.

14. LITIGATION:

- 14.1. Each party represents that there is no claim, action, suit or proceeding pending or, to the Party's knowledge, threatened, against the Party at law, in equity, by way of arbitration or before any governmental department, commission, board or agency that might have a material adverse effect on the other Party, nor is the Party aware of any reasonable basis thereof.

15. LIMITATION OF LIABILITY:

Except as stipulated above, in no event will the company be liable to the affiliate and/or clients referred by the affiliate and/or any third party engaging directly or indirectly with the company's trading services and no party will be entitled to recover from the company any incidental, consequential, indirect, special or punitive damages (including, without limitation, damages for loss of business, loss of profits or loss of use), whether based on contract, tort (including, without limitation, negligence) or any other cause of action relating to the company's trading services or otherwise relating to this agreement, even if either party has been informed or should have known of the possibility of such damages and even if such damages are foreseeable. In all cases, the company's maximum aggregate liability to the affiliate and all traders relating to the company's trading services or this agreement, for any reason, will be limited to the amount actually paid to the affiliate by the company during the six (6) month period immediately preceding the first event giving rise to a claim for damages.

16. INDEMNITY:

- 16.1. The Affiliate hereby agrees to indemnify and hold harmless the Company, subsidiaries, affiliates, directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of the breach of the Terms and Conditions of this Agreement.
- 16.2. The Affiliate also agrees to indemnify the Company:
- (ii) on any claim of the Company for the use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party,
 - (iii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the Affiliate herein, or
 - (iv) any claim related to the Affiliate's site, including, without limitation, content therein not attributable to the Company.

17. CONFIDENTIALITY:

- 17.1. The Affiliate shall keep confidential and not disclose except for the benefit of the Company at any time during this agreement or subsequent any trade secrets, techniques, ideas, know how, plans, concepts, data, and subject matter pertaining to the Company, its clients, or Customers which the Affiliate may use or otherwise acquire during its relationship with the Company (the "Confidential Information").
- 17.2. Upon termination of this Agreement, the Affiliate shall return promptly to the Company any materials containing Confidential Information or data received by the Affiliate from the Company (whether verbal, in writing, electronic or otherwise, stored in whatever mode or medium), and no copies shall be kept. Where Confidential Information has been kept in physical, electronic or other mode of storage, the Affiliate 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, including CySEC.
- 17.3. At any time during the term of this Agreement the Company can demand that the Affiliate return any materials or data it received from the Company.
- 17.3.1. The provisions of this Section 14 shall not prohibit the use or disclosure of information;
 - 17.3.2. Which is or becomes public domain without breach of this Agreement by the party receiving Confidential Information; or
 - 17.3.3. Which after execution of this Agreement is lawfully acquired from any third party who did not directly or indirectly acquire the same subject to any obligations of confidentiality.
- 17.4. Notwithstanding any other provision contained herein, the Company may, at any time, disclose the details of this Agreement and any information of the Affiliate provided by it to the Company as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, including CySEC. Furthermore, and notwithstanding any other provision contained herein, the Company may, at any time, disclose the details of the Commission or any other fee or compensation arrangements which it has in place with the Affiliate, to any third party, including the relevant Client, or any governmental or regulatory authority, including CySEC.

18. PERSONAL DATA:

- 18.1. The Company may use, store or otherwise process personal information provided by the Affiliate.
- 18.2. The Affiliate agrees that the Company may pass information about the Affiliate which the Affiliate has provided to the Company and/or to third parties in order to assist the Company to process and/or analyse the relevant information as a part of fulfilling the Company's obligations under this Agreement. Should the Affiliate 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 Affiliate shall give the Company Written Notice as per clause 9 above herein.

19. GENERAL DATA PROTECTION REGULATION ("GDPR"):

- 19.1. The Affiliate shall comply with all applicable data protection laws regarding the transmission of data exported to or from the country in which the Affiliate resides, including without limitation, the General Data Protection Regulation 2016/679 of European Parliament and of the Council of 27 April 2016 (the "GDPR").
- 19.2. The Affiliate, as a controller under the GDPR, shall also implement appropriate technical measures to ensure a level of security appropriate to the risk, taking into account the nature, scope, context, and purpose of processing any personal data. The Affiliate agrees to promptly assist the Company in complying with any data subject rights request under the GDPR that the Company may receive from any individuals referred to the Company by the Affiliate. The Affiliate further agrees to promptly assist the Company in complying with any duties to cooperate with supervisory authorities under the GDPR.

20. NOTICES:

Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by email to the following emails:

For Company: Affiliates@ETFinance.eu

For Affiliate: The email that is registered on the Company's Affiliate account

Notice under this Agreement shall be deemed to be effectively given or made: on delivery to a party, if delivered personally or when sent by e-mail.

21. PARTIES RELATIONSHIP:

- 21.1. The Affiliate and the Company are independent entities. There is no employment, joint venture or partnership relationship between the Parties nor created by this Agreement. Neither party shall have any right or authority to act on behalf of the other or represent that it has such right or authority unless presented in this Agreement or subsequent written authorization.

22. DISPUTE RESOLUTION:

- 22.1. The parties further agree that they will use the following procedure to identify and resolve Disputes between them:
- 22.1.1. either party may identify a Dispute by sending a Dispute Notice to the other party as per clause 9 above herein;
- 22.1.2. on or following the Dispute Date, the parties will consult in good faith in an attempt to resolve the Dispute in a timely manner, including, without limitation, by exchanging any relevant information and by identifying and using any Agreed Process which can be applied to the subject of the Dispute

or, where no such Agreed Process exists or the parties agree that such Agreed Process would be unsuitable, determining and applying a resolution method for the Dispute; and

- 22.1.3. with respect to any Dispute that is not resolved within five Joint Business Days of the Dispute Date, refer issues internally to appropriately senior members of staff of such party or of its Affiliate, adviser or agent in addition to actions under (b) immediately above (including actions under any Agreed Process identified and used under (b) immediately above) and to the extent such referral has not occurred as a result of action under (b) immediately above (including any Agreed Process).

23. **MISCELLANEOUS:**

- 23.1. The Company or third parties may have provided the Affiliate with a translation of the Agreement. However, in case of discrepancies the English version shall prevail over the other version.
- 23.2. This Agreement constitutes the entire agreement between the parties and nullifies any and all previous agreements both oral and written between the parties.
- 23.3. Failure by the Company to require strict compliance with any provision of this Agreement shall not constitute a waiver of the Company's rights upon that or any other occasion.
- 23.4. The invalidity or unenforceability of any part of this Agreement shall not prejudice the validity or enforceability of any other part.
- 23.5. This Agreement is personal and is not assignable otherwise than by the Company.
- 23.6. Variations to this Agreement shall be made in writing and signed by both parties, unless otherwise provided herein.
- 23.7. This is the entire Agreement of the parties and replaces any previous Affiliate Agreements or discussions.
- 23.8. This Agreement shall take effect, when signed or accepted by both parties, unless another date is specifically stipulated.

24. **GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by and construed in accordance with the laws of Cyprus without regard to conflict of laws. Exclusive jurisdiction in any action or proceeding arising out of or relating to this Agreement will be placed in the relevant courts residing in Cyprus ("Jurisdiction Courts"), and each party waives any objection to proceedings in the Jurisdiction Courts.

25. **LANGUAGES:**

This Agreement is prepared and will be executed in **English** and if translated into a **language** other than **English** for any purpose, the **English** version shall in all events **prevail** and be paramount in the event of any differences, questions or disputes concerning the meaning, form, validity, or interpretation of this Agreement.

26. **ELECTRONIC SIGNATURE:**

By selecting or clicking "**I Accept**", you represent that you are an Affiliate and that you agree to all of the terms of these Terms of Use.

I hereby acknowledge and accept that I have read, understood and agree with the terms of this Agreement published on our [website](#).