

# PU Xtrader Affiliate Program Agreement

PU Prime LTD

**Email:** [info@puxtrader.com](mailto:info@puxtrader.com)

**Web:** [www.puxtrader.com](http://www.puxtrader.com)

**Address:** Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia

**1. Introduction**

- 1.1 This PU Xtrader affiliate Program agreement (hereinafter referred to as the **"agreement"**) is entered by and between PU Prime Ltd, registered in Saint Lucia with registration no. 2023-00064 (hereinafter referred to as **"PU Prime"** , the **"Company"**), and the person who has completed the application to become an affiliate (hereinafter referred to as **"the affiliate"**). PU Prime Ltd and the affiliate shall be sometimes referred to herein as the **"Parties"**.
- 1.2 The website [www.puxtrader.com](http://www.puxtrader.com) is owned by Finzero Cap Ltd, a company incorporated in the Republic of Cyprus under registration number HE414308, with its registered office at 62 Athalassas, Mezzanine, Strovolos 2012, Nicosia, Cyprus. Finzero Cap Ltd serves as the authorized representative for PU Prime Ltd. PU Prime Ltd, Finzero Cap Ltd and the affiliate shall be sometimes referred to herein as the **"Parties"**.
- 1.3 This agreement governs the contractual relationship between the affiliate and PU Prime, by which the affiliate can, subject to the present Terms and Conditions, be remunerated for introducing clients to the PU Xtrader Challenge by promoting the PU Xtrader Services.
- 1.4 The affiliate is engaged in the business of soliciting clients in respect of the provision of tools for simulated trading on the foreign exchange market or simulated trading with other instruments on various financial markets, and agrees to act as a mediator between PU Prime and/or the company and their clients for the purposes of carrying out all the necessary preparatory work for the conclusion of an agreement between PU Prime/the Company and a client.
- 1.5 The affiliate, if required under applicable laws and regulations, is solely responsible to ensure that they are registered as an introducer, or in some other capacity which authorises the introducer to undertake and provide to PU Prime/the Company the services contemplated under this agreement.

**2. Interpretation Of Terms**

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

**"Affiliate"** shall mean whether an individual or a company, acting in the course of business and engaged in advertising and marketing activities (promotion of the PU Xtrader brand online, use of the PU Xtrader site as a portal for displaying promotional and advertising content, hosting of marketing material and direction of the web traffic to the PU Xtrader site, increase of the online profile of PU Xtrader through search engine optimization and performance of any other similar (with the abovementioned activity) who may, at any time under the terms of this agreement, introduce prospective clients to participate in the PU Xtrader

Challenge.

**"Affiliate Panel"** shall mean the secure account affiliate interface area (or backend) on PU Prime where all affiliates login in order to view all their data, get affiliate links, view statistics, complete/update their payment profile and access promotional tools.

**"Affiliate Partner Link"** shall mean the unique link and/or personalized ID which is used to identify affiliate activities and introduce clients.

**"Agreement/Contract"** shall mean this PU Xtrader Affiliate Program agreement.

**"Client"** shall mean any person, whether an individual and/or a company, who has been or is introduced by the affiliate to register for, and is using the PU Xtrader Services.

**"Initial Client Fees"** shall mean the fees paid to PU Prime by each unique client in exchange for the first provision of the PU Xtrader Services

**"Compensation"** shall have the meaning of section 5 herein and the compensation, charges and other rates applicable to this agreement, determined and expressed within Appendix A herein.

**"CPA"** shall mean the fixed cost per acquisition available to an affiliate per client.

**"Force Majeure Event"** shall have the meaning as set out in Clause 12 herein.

**"PU Prime"** or **"Company"** shall mean PU Prime Ltd.

**"PU Xtrader"** shall mean the assessment program offered by PU Prime on the PU Xtrader Website.

**"PU Xtrader Website"** shall mean [www.puxtrader.com](http://www.puxtrader.com).

**"PU Xtrader Services"** or **"Services"** shall mean the PU Xtrader Challenge and Evaluation products; including the provision of tools for simulated trading on the foreign exchange market or simulated trading with other instruments on various financial markets. This includes the provision of analytical tools, training and educational materials, access to the Client Portal, and other ancillary services.

**"Hourly Review"** shall mean the review and calculation performed by PU Prime partners on an hourly basis in order to determine the number of clients under an affiliate in order to determine the relevant affiliate Level as per Table 1 of Appendix A below herein.

**"Intellectual Property Rights"** shall mean patents, rights on inventions, copyrights and related rights, moral rights, trademarks, trade names and domain names, website content, rights in design, and computer software, database rights and other similar or equivalent rights whether registered or not.

**"Level"** shall mean the category of CPA compensation based on the number of clients.

**"Links"** shall mean any hypertext links (either a banner or text link) obtained from the affiliate panel or any other means used to identify affiliate activities, including introducing clients.

**"Client Service Agreement"** shall mean the agreements entered into by the client and PU Prime that govern all trading activity of the client with the companies. Operative agreements consist of the PU Xtrader GTC and Privacy Policy, which can be found on the above mentioned Website, and may be amended from time to time.

**"Promotional Material"** shall mean promotional, advertising, communication and educational materials that relate to PU Xtrader, its products and services or relates to the introduction of a prospective client or transaction in an existing client's trading account and were provided to an introducer on the PU Xtrader website for the purpose of the present agreement or made by an introducer based on prior companies' or PU Prime's consent. Promotional materials include, but are not limited to, the published PU Xtrader Affiliate Program Agreement, written texts, images, SMS, training materials, logos, banners, promo links, trade names, trademarks, including, without limitation any promotional marketing giveaways and/or similar.

**"Prospective Client"** shall mean any person, whether an individual or a company who has been or is going to be introduced by the affiliate to the company.

**"Written Notice"** shall have the meaning set out in Clause 6 of this agreement.

### **3. Commencement**

- 3.1 This agreement shall bind the affiliate and PU Prime on the day of approval of the affiliate by PU Prime and shall continue unless and/or until terminated according to Clause 7 below herein.

### **4. Affiliate's Participation Conditions**

- 4.1 In order for an affiliate to be considered by PU Prime for participation in the PU Xtrader Affiliate Program, the affiliate must:
- i. Complete and submit the online application/questionnaire and read and accept online the present agreement.
  - ii. Provide sufficient proof of identity documentation(s) such as a government-issued proof of identity document, (i.e. passport, national identity card, or driving licence) and proof of residential address prior to being accepted as an affiliate. If the affiliate is a company or a legal entity, they must provide:
    - Copy of Certificate of Incorporation;
    - Certificate of good standing or other proof of registered address of the company;
    - Proof of identity and proof of address of directors;
    - Proof of identity and proof of address of other authorised

representatives in case he/she will deal with PU Prime on behalf of the entity;

- Proof of identity and proof of address of all ultimate beneficial owners/shareholders (25% or more) prior to being accepted as an affiliate.

- 4.2 The affiliate as an individual hereto represents that he or she has the full right, power, and authority to enter into and be bound by the Terms and Conditions of this agreement and to perform his or her obligations under this agreement without the approval or consent of any other party. If the affiliate is a company, then the person agreeing to this agreement on behalf of that company hereby represents and warrants that he or she is authorised and lawfully able to bind that company to this agreement and that the company has the full right, power, and authority to enter into and be bound by the Terms and Conditions of this agreement and to perform its obligations under this agreement without the approval or consent of any other third party.
- 4.3 The affiliate represents and warrants that it is qualified under any applicable regulatory requirements to offer PU Prime, the products and services mentioned in this agreement, and that all actions that will be performed by the affiliate will comply with the applicable laws and/or regulations and/or directives. The affiliate hereby acknowledges that it is solely responsible for being updated on all matters that are related to the applicable regulations, laws and directives.
- 4.4 PU Prime shall evaluate the affiliate's application in good faith and shall notify the affiliate of PU Prime acceptance or rejection in a timely manner. If the affiliate's application is rejected, for any reason, the affiliate may reapply only after the affiliate has rectified the issues which lead to such rejection.
- 4.5 Once the affiliate registers, provides a contact e-mail address and creates a password, the affiliate shall be granted access to the secure affiliate panel. From this affiliate panel the affiliate shall be able to access information with regards to the affiliate's performance and commissions. The affiliate must provide shortly to PU Prime sufficient proof of identity documentation and where applicable proof of address, as these may be requested from time to time. PU Prime shall exercise due skill, care and diligence when entering into, managing or terminating any arrangement with an affiliate and may provide the affiliates with an appropriate and practical training in relation to the services provided under this agreement and the affiliates shall be obliged to follow as per the agreement.
- 4.6 The affiliate must provide true and complete information to PU Prime, as these may be requested from time to time, about the affiliate and/or affiliate's activities, blog, website, social media profile and any other information directly and/or indirectly related to the terms of the present agreement and notify PU Prime promptly in case of any changes.

- 4.7 The affiliate, upon the commencement of this agreement, must provide immediately to PU Prime sufficient proof of ownership of the affiliate's blog, website and/or social media profile and/or as these may be requested from time to time.
- 4.8 The affiliate acknowledges that it is aware of the contents and understands the PU Prime compliance and where applicable Anti Money Laundering Policies that could be found on the PU Prime website, which may be modified from time to time, and agrees to operate in accordance with the policies and procedures contained therein.
- 4.9 The affiliate shall always maintain in force all necessary registrations, authorizations, consents and licences to be enabled to fulfil its obligations under this agreement and fully comply with all applicable laws and regulations (including, but not limited to, financial services regulations, data protection, trademark, copyright and anti spamming rules) applicable to the affiliate or to the jurisdiction in which the affiliate is resident or carry-on business.
- 4.10 Whenever requested, the affiliate shall provide details and evidence of its status and business and of the licensing and/or authorization requirements applicable to the affiliate's activities at PU Prime's request.
- 4.11 To promote and market the PU Xtrader Services the affiliate must use only the promotional material provided directly by PU Prime. In cases of promotional material being prepared by the affiliate, the affiliate shall provide these promotional materials to PU Prime and shall obtain prior written approval before use of such promotional materials. From the moment when such promotional materials shall be prepared based on pre-approval as stated before, such promotional material shall become property of PU Prime. Promotional materials, the same as landing pages and other materials prepared by the affiliate in due course of this agreement, must be used only after PU Prime has granted written approval before they are launched, only for purposes of this agreement and must contain the affiliate's logo and a disclaimer that shall state the following: "All materials are prepared by the affiliate and PU Prime bears no responsibility regarding provided information and/or materials. All claims should be addressed to the affiliate. All rights of PU Prime reserved, and the PU Prime and PU Xtrader brand and logo must not be used without prior written consent from PU Prime".
- 4.12 To perform the services described in this agreement, the affiliate shall bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities related to the said Services.
- 4.13 PU Prime holds the right to monitor the affiliate's website, blog, social media profile and/or any other websites associated with the affiliate as deemed necessary to make sure that:

- i. It is up-to-date and to notify the affiliate of any changes that PU Prime consider that could enhance affiliate's performance, instructions which the affiliate is obliged to follow and/or comply with;
  - ii. it contains relevant promotional materials;
  - iii. it does not breach IP rights and other proprietary rights of PU Prime;
  - iv. content of the promotional material is clear, fair and not misleading;
  - v. it is in compliance with the provisions of this agreement;
  - vi. The affiliate shall provide all necessary website raw data files, access to the account's dashboards and settings (social media and AdWords) for the purposes of monitoring all activity upon PU Prime's request. This shall include the accounts change history where necessary. Access shall be provided within 24 hours.
- 4.14 Any promotional material developed or created by the company and placed or used by the affiliate, is owned by the company and, except for the purpose of this, must not be used by the affiliate solely or in conjunction with any third party, without the prior written consent of the company. PU Prime reserves the right, at any time, to review the affiliate's placement of promotional materials for the purpose of the present agreement and approve its use of the affiliate's links. Further, PU Prime may require that the affiliate changes the placement or use of such promotional material in order to comply with applicable PU Prime requirements such as:
  - i. The affiliate's website and/or social network should have a link directing prospective clients to the PU Prime site;
  - ii. The company's logo, brand name, banners or information could be provided to the prospective client only with the prior written approval of the company;
  - iii. The affiliate is obliged to place in an obvious location on the affiliate's website its capacity as an affiliate of the company alongside with the name of the company and services to be provided.
- 4.15 Throughout the period that this agreement shall be in force, the affiliate undertakes the responsibility to act in good faith at all times and must not make any false and/or misleading representations or statements with respect to PU Prime and/or the affiliate Program and/or PU Xtrader Services provided and/or engage in any other practice which may affect the image, credibility or reputation of PU Prime.
- 4.16 The affiliate undertakes the strict responsibility not to take and/or assist and/or cause due to any act or omission of the association directly and/or indirectly PU Prime and/or PU Xtrader Services and/or including but not limited to, using any website for unlawful activities, or having any content on his or her website, that is defamatory, violent, pornographic, unlawful, threatening, obscene or racially,



ethnically, or otherwise discriminatory or in breach of any third party rights and shall not link to any such material; or violates any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about PU Prime activities and business; or contains software downloads that potentially enable diversions of commission from other affiliates in this affiliate program.

- 4.17 Without prejudice to the foregoing, PU Prime shall not be responsible, and the affiliate shall bear sole responsibility for its unlawful and/or illegal acts and/or omissions, including but not limited to the use of another person's copyrighted material or other intellectual property in violation of the applicable law or any third-party rights. PU Prime reserves the right at its absolute discretion to terminate this and the affiliate's participation in the PU Xtrader Affiliate Program and/or detach a client from the affiliate and/or to cancel all orders and annul all profits and/or remove and deduct any promotional PU Xtrader Affiliate Program material which might be offered from time to time from the affiliate's account and/or the client's account, should the affiliate and/or any of the clients commit and/or PU Prime suspect any fraud in the use of and/or abuse of the PU Prime PU Xtrader Affiliate Program and/or any attempt of collusion and/or manipulation and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or is acting outside of the scope of this agreement and/or is in breach of the terms and conditions of this agreement and /or breach of applicable laws, regulations and directives and/or breach the conditions set out in Appendix A and PU Prime shall not be liable to the affiliate for any commissions resulting from such fraud, breach or abuse detected and/or suspected.
- 4.18 The affiliate hereby acknowledges and accepts that it is prohibited to use the PU Xtrader promotional material and/or any other information provided by PU Prime in order to offer in any way investment advisory services to prospective clients on behalf of PU Prime or under the PU Xtrader brand. PU Prime shall have the right to regularly verify and/or monitor that the affiliate does not proceed to any of the actions as stated hereunder and the affiliate agrees to such monitoring and provides all the necessary assets upon request within 48 hours.
- 4.19 The affiliate must not transmit to or in any way, whether directly or indirectly, expose the PU Xtrader website, content, platform and any other PU Prime property to any computer virus or other similarly harmful or malicious material, virus, or device.
- 4.20 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 PU Xtrader site and/or leads customers to believe the affiliate is PU Prime, PU Xtrader or any other affiliated business.



- 4.21 The affiliate shall promptly inform PU Prime of any information or acts of a third party that has become known to the affiliate that could potentially harm PU Prime/or PU Xtrader products and services and/or their reputation in any way and manner.
- 4.22 The affiliate cannot use or register a domain name or utilise through any search engine activity within any territory, keywords, search terms or any other brand identifiers for its activities with the name of PU Xtrader or any other similar words or phrases which may cause confusion with the main brand of the company and/or PU Xtrader without the prior written consent of the company. In addition, URL bidding is also prohibited, affiliates must add brand terms as negatives and actively not target the brand through any media platforms settings where applicable. This includes, but not limited to, pay-per-click, social media (including videos), mobile networks and display networks. PU Prime reserves the right to request direct read-only access to any paid search account for the purposes of monitoring keyword activity and the change history of an account at any time. Access shall be granted within 24 hours of such a request.
- 4.23 The affiliate hereby acknowledges and understands that they shall not introduce to PU Prime clients from jurisdictions to which PU Xtrader does not offer services to. A list of banned jurisdictions is found on [www.puxtrader.com](http://www.puxtrader.com). As such, the affiliate hereby consents and accepts that the affiliate shall not be entitled to compensation in the circumstances where such prospective clients and/or clients are introduced from the abovementioned jurisdictions.
- 4.24 Where an affiliate acts outside the scope of this agreement and/or is in breach of any of the provisions of the PU Xtrader Affiliate Program, PU Prime shall have the right to cease cooperation and take all the necessary measures against the introducer, informing, at the same time, its Clients through the PU Xtrader website and/or email, for such a termination.
- 4.25 PU Prime shall have the right to maintain registries and/or records with the affiliates, their associated clients and the activities being carried out under this agreement.
- 4.26 The affiliate should establish, implement, and maintain a contingency plan for disaster and periodic testing of backup facilities, where this is necessary.

## **5. Compensation**

- 5.1 The affiliate's compensation is calculated and awarded subject to the terms provided in Appendix A herein, as these may be amended from time to time at PU Prime's absolute and sole discretion by giving at least 3 (three) business days prior written notice by e-mail to the affiliate or by announcement on any of the PU Prime site or within the affiliate panel.
- 5.2 Compensation will be paid monthly in arrears, subject to satisfactory verification

(where relevant), the terms and the affiliate's plan and this clause 5.

- 5.3 Compensation will be paid within 15 days of the end of each calendar month, provided that the affiliate's commission balance is over USD \$50. If the commission balance is less than USD \$50 for a given month, the balance will be carried over and added to the commission entitlement for the following month. We reserve the right to void your commission entitlement and terminate your membership of the PU Xtrader Affiliate Program under clause 7 if your carried over commission balance fails to reach USD \$50 within 6 consecutive calendar months.
- 5.4 PU Prime will pay commission to the affiliate with the payment details registered by the affiliate in the affiliate panel. The affiliate acknowledges and agrees that it must, at PU Prime's discretion, provide sufficient evidence to PU Prime to verify that the bank account or destination account is held under the affiliate's name. PU Prime will not be liable for any delays if the affiliate has not registered any payments, registered incorrect payment details, or failed to provide proof of bank account ownership.
- 5.5 Without prejudice to the foregoing, PU Prime has the right not to pay the affiliate the compensation as per Appendix A and/or annul any accrued payout and/or amend the terms of Appendix A and/or the terms of the present agreement and/or terminate the agreement and/or close any accounts with immediate effect if:
- i. The affiliate acted dishonestly towards a prospective client; or
  - ii. The affiliate is found in breach of any term of this agreement.
- 5.6 The minimum accumulated Initial Client Fees for each CPA tier will be calculated at the end of each calendar month as outlined in Appendix A. An affiliate's commissions at the end of each calendar month will be based on the affiliate tier that their accumulated Initial Client Fees qualify them for.
- 5.7 Removal/transfer of clients:
- i. Whereas a client has communicated to PU Prime that he/she wishes to be removed and/or transferred and/or unlinked from an affiliate, PU Prime shall, from the date of that communication, cease paying the affiliate any compensation and the affiliate shall have no further rights in respect of the unlinked client. Under no circumstances shall PU Prime be liable for any consequences of any such removal from an affiliate and/or transfer to another affiliate.
  - ii. In the event a client is transferred to another affiliate during the qualifying period, PU Prime shall at their absolute discretion, determine whether any compensation regarding the qualifying period shall be paid and/or to whom affiliate.
  - iii. It is understood that in the event of a transfer from one affiliate to

another, the qualifying period shall not run afresh.

- iv. Any indication or suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity relating to the removal and/or transfer of client(s) between affiliates, shall entitle PU Prime, to take any action they deem fit and proper in their sole and absolute discretion, including but not limited to the annulment of any compensation and/or termination of this agreement.

## **6. Written Notice**

- 6.1 Unless the contrary is specifically provided in this agreement, any written notice under this agreement may be made or given by any of the following means:
  - i. Email;
  - ii. Published on the PU Xtrader website or within the affiliate panel.
- 6.2 The affiliate warrants herein that all contact information disclosed to the company in accordance with this agreement shall be true, correct, and accurate. Any attempt by the company to contact the affiliate unsuccessfully due to incorrect communication data provided (e.g. postal address, email address or fax numbers) by the affiliate, shall result in the immediate suspension and/or termination of the agreement.
- 6.3 Any such written notice shall be deemed to have been served:
  - i. If sent by email, within one hour after emailing it;
  - ii. If posted on the PU Prime site or within the affiliate panel, within one hour after it has been posted.
- 6.4 For the purposes of this clause, "business hours" mean between 9:00 and 17:00 GMT+8 on a Business Day (Monday - Friday).

## **7. Amendment And Termination**

- 7.1 The affiliate acknowledges that PU Prime has the right to unilaterally modify the terms of this agreement, Addendum and/or appendices at any time and at its sole discretion, giving to the affiliate at least 3 (three) Business Days written notice and/or by posting the modification on PU Prime site and the affiliate shall have an option to terminate the present agreement by giving notice in writing.
- 7.2 The affiliate may terminate this agreement with immediate effect by giving written notice to PU Prime as per Clause 6 above herein.
- 7.3 PU Prime may terminate this agreement with immediate effect by giving written notice to the affiliate.
- 7.4 Upon termination of the agreement, the affiliate is obliged to return PU Prime the promotional marketing giveaways and/or the affiliate shall withdraw such promotional material upon the termination of the said agreement.
- 7.5 Termination of this agreement shall have the effect of termination of the

compensation arrangement as set out here to with immediate effect. Any such termination shall not affect any existing legal rights and obligations under this agreement which have arisen prior to termination.

## **8. Limitations Of Liability And Indemnity**

- 8.1 PU Prime shall not be liable to the affiliate with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability, or another legal or equitable principle for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits or lost business) even if PU Prime have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall PU Prime cumulative liability to the affiliate arising out of or related to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total commission fees paid to the affiliate under this agreement.
- 8.2 PU Prime makes no express or implied representations or warranties regarding the PU Xtrader Services and website, or the products or services provided therein, any implied warranties of PU Prime's ability, fitness for a particular purpose, and non-infringement are expressly disclaimed and excluded. In addition, PU Prime makes no representation that the operation of the PU Xtrader site shall be uninterrupted or error-free, and we shall not be liable for the consequences of any interruptions or errors.
- 8.3 The affiliate hereby agrees to indemnify and hold harmless PU Prime, their subsidiaries and 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 the present agreement and/or are based on (i) any claim of PU Prime's use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, licence, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the affiliate herein, or (iii) any claim related to the affiliate's site, including, without limitation, the content therein not attributable to PU Prime.

## **9. Personal Data And Recording Of Telephone Calls**

- 9.1 PU Prime may process, use, store or otherwise process personal information provided by the affiliate.

- 9.2 By entering into this agreement, the affiliate hereby consents to the transmittal and/or processing of the affiliate's personal data within and/or outside the European Economic Area.
- 9.3 The affiliate agrees that PU Prime may pass information about the affiliate which the affiliate has provided to PU Prime 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 the affiliate's personal data and/or such personal data to be used for such purposes, the affiliate shall give PU Prime written notice as per Clause 6 above herein.
- 9.4 Such personal data may also be used for marketing purposes, or to conduct research for the company or other companies in its group that may use the personal data to bring to the attention of the affiliate products and services that may be of interest to the affiliate. If the affiliate does not wish the affiliate's personal data to be held for such purposes, the affiliate shall give PU Prime written notice.
- 9.5 Telephone conversations and/or electronic communications between the affiliate and PU Prime shall be recorded and/or monitored and/or processed by PU Prime. The affiliate, by entering into this agreement, expressly consents to PU Prime to record and/or process these telephone conversations and/or electronic communications. All instructions received by telephone shall be binding as if received in writing. Any recordings shall be and remain the sole property of PU Prime and shall be accepted by the affiliate as conclusive evidence of the instructions or conversations so recorded. The affiliate agrees that PU Prime may deliver copies of transcripts of such recordings to any court, regulatory or government authority. A copy of the records kept in accordance with this Clause shall be provided to the affiliate upon request and shall be kept for a period of five years and, where requested by any competent authority, for a period of up to seven years from the date of creation of the record.

## **10. Consent To Direct Contact**

- 10.1 The affiliate expressly invites the company, for the purposes of administering the terms of this agreement or otherwise marketing PU Prime products and services, from time to time, to make direct contact with the affiliate by telephone, fax or otherwise.
- 10.2 The affiliate consents to such communications and acknowledges that such communication would not be considered by the affiliate as being a breach of any of the affiliate's rights under any relevant data protection and/or privacy regulations.

**11. Confidentiality**

- 11.1 All confidential information, including, but not limited to, any business, technical, financial, and customer information disclosed by PU Prime acquired by the affiliate's PU Xtrader Affiliate Program Agreement during negotiation or the effective term of this agreement, shall remain the sole property of PU Prime. Without prejudice to the foregoing, information of confidential nature shall be treated as such provided that such information is not already in the public domain. Information of a confidential nature shall only be disclosed to any person other than an associated entity of PU Prime, in the following circumstances:
- i. where required by law;
  - ii. to investigate or prevent fraud or other illegal activity;
  - iii. if it is in the public interest to disclose such information;
  - iv. as provided in the operative agreements of the company.
- 11.2 The rights granted by this section of the agreement will be in accordance with PU Prime Private Policy available on the website **www.puxtrader.com** and in line with any applicable legislation and/or regulation and/or the General Data Protection.

**12. Proprietary Rights**

- 12.1 PU Prime grants to the affiliate, for the duration of this agreement, a nonexclusive, non-transferable, revocable right to access the PU Xtrader site through the link solely in accordance with the terms of this agreement. This licence shall be used solely in connection with the link, and it shall extend exclusively to promotional material, for the sole purpose of introducing clients and/or promoting and/or advertising PU Xtrader products and services.
- 12.2 It is hereto understood that the affiliate shall not modify or change the link or promotional materials, or any other materials provided by PU Prime howsoever.
- 12.3 The affiliate shall not use any PU Xtrader promotional materials or proprietary materials or other intellectual property in any manner that is disparaging, misleading, obscene, or in any way detrimental to PU Prime.
- 12.4 PU Prime reserves all of their rights in the materials provided and all of its other proprietary rights.
- 12.5 PU Prime shall be entitled to revoke this licence to use the link or the promotional materials at any time and at its sole discretion.
- 12.6 Any inappropriate use of the link, text, banners, trademarks, trade names, service marks and other intellectual property or other advertisements not expressly approved of in writing or provided by PU Prime may cause immediate termination of this agreement.

- 12.7 In the event of termination of this agreement for any reason, the affiliate shall promptly surrender, and deliver to PU Prime any proprietary and/or promotional materials.
- 12.8 The affiliate agrees to indemnify the company and keep the indemnified at all times against all or any costs, claims, damages or expenses incurred, or for which they may become liable, with respect to any proprietary materials and/or intellectual property infringement claim or other claim relating to the provision of services provided by the affiliate to PU Prime during the course of this agreement.
- 12.9 Except as permitted herein, the affiliate shall not and is not authorised to
- use the "PU Xtrader" or "PU Prime" trademark, name or any of PU Prime's other intellectual property (or any variations or misspellings thereof or other term or terms confusingly similar to any of the foregoing) and all of the foregoing, including without limitation, the "links" and the "licensed materials" of PU Prime, without PU Prime's express prior written permission;
  - use of the PU Xtrader or PU Prime IP in a domain or website name, in any bids for keywords or google AdWords (or similar programs at other search engines), in any search engine advertising (paid or otherwise), in any metatags, google AdWords (or similar programs at other search engines), keywords, advertising, search terms, code, or otherwise;
  - cause or create or act in any way that causes or creates or could cause or create any "initial interest confusion" over the use of PU Xtrader or PU Prime IP on the internet or in any search engine advertising.
- 12.10 Such a use of PU Prime IP rights in any manner, other than as expressly permitted herein (in addition to being a breach of this agreement) shall constitute an unlawful infringement of PU Prime trademarks, copyrights or other intellectual property rights, and may subject the affiliate to claims for damages (including without limitation, treble damages for knowing or willful infringement), and the obligation to pay any legal fees and costs in connection with any action or proceeding in which PU Prime seek to enforce their rights under this agreement or with regard to any of our intellectual property rights.
- 12.11 The affiliates are hereby deprived of any right to use "PU Xtrader" as the part of or a sole word while registering domain names or as the part of or a sole word while taking nickname in any social network and/or from any other unauthorised usage of "PU Xtrader" for personal needs and not related to this agreement. Also, it is prohibited without PU Prime's written approval to use the PU Prime or PU Xtrader registered trademarks, trade names, service mark, copyright, licence, intellectual property, and other proprietary information.



**13. Force Majeure**

- 13.1 PU Prime shall not be liable for the non-performance or improper performance of its obligations under this agreement, should the company is prevented from or unable to do so due to a force majeure event, including, without limitation any government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; Labor disputes not including disputes involving the company's workforce; discontinuance or suspension of the operation of any market; failure of communication for any reason with market makers, malfunctioning and/or nonoperation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the platform(s); Any other extreme event beyond the reasonable control of the company which may suddenly or drastically affect the prices in the underlying asset / market as well as any other event, act and/or circumstances that shall have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within the PU Prime reasonable control, and the effect of that event(s) is such that PU Prime is not in a position to take any reasonable action to prevent.
- 13.2 If PU Prime determines in their reasonable opinion that a force majeure event exists (without prejudice to any other rights under this agreement) PU Prime may without prior written notice and at any time take or omit to take all such actions as PU Prime to deem to be reasonably appropriate in these circumstances.

**14. Dispute Resolution**

- 14.1 The parties further agree that they shall use the following procedure to identify and resolve disputes between them:
- i. either party may identify a dispute by sending a dispute notice to the other party as per Clause 6 above herein;
  - ii. on or following the dispute date, the parties shall 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;

- iii. 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 (ii) immediately above (including actions under any agreed process identified and used under (ii) immediately above) and to the extent such referral has not occurred as a result of action under (ii) immediately above (including any agreed process).

## **15. Miscellaneous**

- 15.1 In the event that a situation arises that is not covered under this agreement, PU Prime shall resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 15.2 No single or partial exercise of, or failure, or delay in exercising any right, power, or remedy (under these terms or at law) by PU Prime shall constitute a waiver by PU Prime of or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under this agreement or at law.
- 15.3 Any liability of the affiliate to PU Prime under this agreement may in whole or in part be released, compounded, compromised, or postponed by PU Prime in their absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised, or postponed. A waiver by PU Prime of a breach of any of the terms of this agreement or of default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by PU Prime of a breach of any of the terms of this agreement or default under these terms shall not prevent PU Prime from subsequently requiring compliance with the waived obligation.
- 15.4 The rights and remedies provided to PU Prime under this agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 15.5 Nothing in this agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the affiliate and PU Prime.
- 15.6 The affiliate shall not represent itself as an agent of the company and the affiliate shall have no authority or power to bind PU Prime or to contract in the name of or create a liability against any of these.
- 15.7 The affiliate agrees to inform PU Prime about all facts and circumstances, he/she becomes aware of, that may result in undesired consequences (risks) for the Company.
- 15.8 PU Prime may assign the benefit and burden of this agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of this agreement. Such assignment shall come into effect 5 (five) Business Days following.

- 15.9 The day the affiliate is deemed to have received written notice of the assignment in accordance with this agreement.
- 15.10 The affiliate may not assign, charge, or otherwise transfer or purport to assign, charge or otherwise transfer the affiliate's rights or obligations under this agreement without the prior written consent of PU Prime and any purported assignment, charge, or transfer in violation of this term shall be void.
- 15.11 If any term of this agreement (or any part of the term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this agreement, but the enforceability of the remainder of this agreement shall not be affected.
- 15.12 No variations of this agreement are effective unless made in writing, signed by both Parties or their authorised agents.
- 15.13 This agreement shall be governed by and construed in accordance with the laws of Saint Lucia. With respect to any proceedings, the affiliate irrevocably:
- i. agrees that the courts of Saint Lucia shall have exclusive jurisdiction to determine any proceedings;
  - ii. waives any objection which the affiliate may have at any time to bring any proceedings in any such court;
  - iii. agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the affiliate.
- 15.14 This agreement and any Addendums and Appendices referred to in it, constitute the entire agreement between Parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between Parties or either of them.
- 15.15 The heading and titles contained in this agreement are included for convenience only and shall not limit or otherwise affect the terms of this agreement.
- 15.16 Where this agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.

**Appendix A: Compensation**

| TIER | Minimum accumulated Initial Client Fees within a calendar month (USD) | CPA  |
|------|---|--|
| 1    | \$1   | 10% of accumulated Initial Client Fees within a calendar month |
| 2    | \$1000  | 12% of accumulated Initial Client Fees within a calendar month |
| 3    | \$2000  | 18% of accumulated Initial Client Fees within a calendar month |
| 4    | \$5000  | 25% of accumulated Initial Client Fees within a calendar month |

**Important Notes:**

1. Minimum accumulated Initial Client Fees take into consideration only the first-time fees of each new client referred by the affiliate.
2. Commission tiers calculated at the end of each calendar month based on the total accumulated Initial Client Fees within the same month.
3. All currency values on the Affiliate Panel are listed in USD. Any non-USD currency values stated in this Agreement or the Website, in particular, the accumulated Initial Client Fees, will be converted to its USD equivalent on the Affiliate Panel based on a prevailing exchange rate determined by PU Prime.