

## AFFILIATION AGREEMENT

This Affiliate Agreement (the “**Agreement**”) is part of the agreement between FBS Markets Inc (“**FBS, we, Company, us, our or ourselves**”) and you the Affiliate (“**you, your, Affiliate or yourself**”).

**FBS Markets Inc.** is a company organized and existing under the laws of Belize with its registered office located at 2118, Guava Street, Belize Belama Phase 1, Belize, hereinafter referred to as the “**Company**”, and

### 1. DEFINITIONS

**Account** means the uniquely assigned account that is created for a Client when such a client opens a trading account with the Company.

**Affiliate** means the individual or entity that applies for membership to the Affiliate Program in accordance with the terms and conditions set forth herein and agrees with and accepts these terms and conditions and the Company approves the former’s application for membership.

**Affiliates Application Form** means the form of that name provided by the Company to the Affiliate.

**Affiliate Program** means a program to encourage Affiliates to recommend or sell the Company’s products and services.

**Client** means any person whom the Company has approved to open one or more Accounts subject to the Client Agreement.

**CPA (Cost Per Action)** means the fee paid by the Company to the Affiliate for each Introduced Client referred by an Affiliate to the Website.

**CPI (Cost Per Install)** means the fee paid by the Company to the Affiliate for each successful installment of the Company’s official mobile application through the Affiliate’s Tracker ID.

**Introduced Client** means an individual who was referred by an Affiliate and identified by means of a Tracker ID assigned to that Affiliate, provided that, on a cumulative basis:

- (i) the Affiliate is confirmed by the Company as included in the Program in accordance with this Agreement;
- (ii) such individual accesses the Website or Company’s official mobile application directly through the Tracker ID;
- (iii) such individual is not already registered to the Website as the Client, including registration under, among others, a different name or through different identification details, such individual’s registration and/or trading data do not correspond with another Introduced Client’s respective information, including but not limited to the IP address;
- (iv) such individual is over the age of legal capacity in the applicable jurisdiction;
- (v) such individual has been verified and is accepted as the Client of the Company under any applicable sign up or identity and/or business verification procedure (KYC/KYB) and/or other procedures that the Company may require from time to time;
- (vi) such individual has satisfied the minimum First Time Deposit;
- (vii) such individual is not involved in Fraud Traffic;
- (viii) such individual is not in breach of the terms and conditions of the Client Agreement;

- (ix) such individual is not a computer-generated user, such as a robot, spider, or computer script, or uses any other automated, artificial, or fraudulent method;
- (x) all the qualification requirements set out in the Agreement are fulfilled.

Neither an Affiliate nor any of its Affiliated Parties are eligible to become Introduced Clients under such Affiliate's Tracker ID(s) and should an Affiliate or any of its Affiliated Parties do so register, the Affiliate shall not be eligible to receive the applicable commission or any other compensation whatsoever.

For the purposes hereof, the term "Affiliated Party" shall mean any of the following:

- (i) any member of the Affiliate's immediate family;
- (ii) any individual, corporation, partnership, joint venture, trust, and any other body corporate or unincorporated organization, directly or indirectly controlling, controlled by or under common control with an Affiliate; or
- (iii) any other person found by the Company to be associated with an Affiliate, for the sole purpose of generating Affiliate's Commissions or, in the Company's view, to conduct any form of fraudulent or inappropriate activity; or
- (iv) any individual/entity whose registration and/or trading data correspond with the Affiliate's respective information, including, but not limited to, the IP address.

**Fraud Traffic** means any deposits, revenues, or traffic generated through illegal means and/or in bad faith to generate false Affiliate Commission and/or defraud the Company, regardless of whether or not it actually causes damage to the Company. Fraud Traffic includes, but is not limited to spam; cold-calling; performing actions that infringe the Client Agreement; false advertising; click fraud, incentive fraud etc; chargeback by an Introduced Client in relation to its deposit(s); deposits generated by stolen credit cards; collusion; manipulation or abuse of the system; creation of false accounts for the purpose of generating Affiliate Commission; offers to share the Affiliate Commission directly or indirectly with Introduced Client; unauthorized use of any third-party accounts, copyrights, trademarks, intellectual property; offering or providing unauthorized incentives (financial or otherwise) to potential Introduced Client either directly or indirectly (including, without limitation, the sharing by the Affiliate of the Affiliate Commission).

**First Time Deposit (FTD)** means the first deposit made by an Introduced Client.

**Referral** means a client, who was directly referred by the Affiliate prior to the conclusion of a Client Agreement with the Company.

**Referral Client** means a client who was directly referred by the Affiliate after entering into the Client Agreement with the Company, but before being approved as Introduced Client.

**Site** means the domain is [www.fbs-affiliate.com](http://www.fbs-affiliate.com), including all its subdomains and all their respective pages.

**Software** means any software available through the Website.

**Tracker ID** means the unique hyperlink that the Company provides exclusively to the Affiliate, enabling the Affiliate to refer the Introduced Client to the Website and enabling the Company to identify the Affiliate that has referred such Introduced Client for the purpose of calculating the Affiliate's Commission.

**Territory** means the country or territories prescribed herein and/or those being accepted by the Company from time to time in its sole discretion.

**Website** means the domain is at <https://fbs.com/> or other official domains of the Company, including all its subdomains and all their respective pages.

## AFFILIATE PROGRAM

### 2. The subject of the agreement

2.1. The Affiliate desires to have the Affiliate perform certain digital advertising and/or other promotional related Services in the Territory and the Affiliate agrees to render the Service to the Company subject to the terms of this Agreement.

2.2. The Affiliate may only actively target citizens or residents of countries that are explicitly listed by the Company, which may be updated by the Company from time to time at its sole discretion.

2.3. Subject to the definition of the Agreement, the following additional conditions shall also be met, in order for a Referral Client to be approved as an "Introduced Client":

2.3.1. an individual has been approved by the Company and has made a total deposit of such amount as may be set by the Affiliate Program from time to time; and

2.3.2. Subject to point 1 above, all of the trading accounts of an Introduced Client are taken into consideration for the fulfillment of the qualification criteria set out in this Agreement.

2.4. Where any of the criteria set out in this Agreement are not being met, such Referral Client will not be approved as an Introduced Client and the Affiliate shall not be entitled to receive any Affiliate's Commission in relation to such Referral Client.

### 3. Participation

3.1. In order to participate in the Affiliate Program, an applicant must submit the Affiliates Application Form to the Company, as well as identification and other documentation requested by the Company.

3.2. The Affiliate hereby acknowledges and agrees to the terms of this Agreement when it completes and submits the Affiliates Application Form to the Company and clicks on the "I Accept" button or similar buttons or links as may be designated by the Company on the Website. The Affiliate acknowledges and agrees that it is entering into a legally binding contract and fully agrees to abide by and to be bound by all the terms and conditions set out in this Agreement, as they may apply.

3.3. Upon acceptance of this Agreement and upon approval of the Affiliate's Application Form by the Company, the Affiliate shall refer potential Introduced Clients to the Website.

### 4. Introduced client tracking

The Affiliate hereby acknowledges that it is aware and agrees that each Introduced Client must register through a Tracker ID to enable such Affiliate to receive the Affiliate's Commission in relation to such Introduced Client. In no event shall the Company be liable, and the Affiliate specifically waives any claim or demand in relation to any commissions associated with any Tracker ID that has not been validly received by the Company by the end of the calendar month in which that Affiliate's Commission arose, or for failure of the Affiliate or any Introduced Client to use the relevant Affiliate's Tracker ID.

## CODE OF CONDUCT

All Affiliate's activities must be professional, proper, and in full compliance with all Applicable Laws, including local Law, and the Affiliate will be solely responsible for its activities.

## 5. Restrictions

5.1. The Affiliate shall not hold itself out to be an undertaking of the Company or its agent. For the avoidance of doubt, nothing in this Agreement is intended to or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

5.2. The Affiliate shall not make any express and/or implied representation and/or warranty concerning the Company and/or its Affiliated Parties except as expressly authorized by the Company.

5.3. The Affiliate **not allowed to**:

- 5.3.1. register a business that includes the wording "FBS" in its name. Furthermore, the Affiliate acknowledges that it is not allowed to register or use domains, subdomains, keywords, search terms, or other identifiers containing the Company's and/or its Affiliated Parties' trademark(s), domains, (a part of the Company's name), the Company's trade names, the Company's name or any words or depictions confusingly similar to any of the aforementioned in any language without the Company's prior written consent;
- 5.3.2. include a similar domain name or any part thereof, or similar variations, translations, or misspellings, in the meta tags of any website code. This includes the meta title, meta keywords, or meta description;
- 5.3.3. purchase, obtain, or use, directly or indirectly, any keywords from third-party platforms so as to redirect traffic to a similar domain name;
- 5.3.4. accept money from Referral and/or Introduced Clients on behalf of or for the benefit of the Company and/or of its Affiliated Parties or trade on behalf of Introduced Clients;
- 5.3.5. offer any Introduced Client, whether directly or indirectly, arrangement for payment or portion of the Affiliate Commission, or any other incentive which may be considered to be a 'fee-sharing arrangement', 'rebate' compensation between Affiliate and Introduced Client;
- 5.3.6. make statements implying that Company's products can be physically delivered or are traded on a recognized Market/Stock Exchange. The Company offers only Contracts for Difference (CFDs) on multiple underlying assets such as FX/Forex, Indices, Cryptocurrencies, and others (all the Company product specifications are subject to change).
- 5.3.7. perform any actions and/or engage in any kind of digital advertising and/or promotional activities that it knows or reasonably ought to know that it may or is likely to be damaging and/or detrimental to the Company's business reputation, image, or trademark;
- 5.3.8. use the Company's and/or its Affiliated Parties' trademark(s), domains, trade names, Promotional Material, and/or other in any paid search activity, including Google, Facebook, Tiktok, Twitter, whether this is in the ad text, copy or display URLs without the prior written approval of the Company. If the Company detects Referral Clients coming from Google, Facebook, Tiktok, Twitter paid ads, these clients will not be introduced to the Affiliate whose link was used;
- 5.3.9. use the Company's and/or its Affiliated Parties' trademark, domain, trade names, Promotional Material, and/or other in their ad-copy paid media to advertise on behalf of the Company without the written approval from the Company;
- 5.3.10. unauthorized use of any third party's intellectual property (including, but not limited to, trademarks); or

- 5.3.11. completing any account opening questionnaire on behalf of any Referrals and/or Introduced Clients;
  - 5.3.12. use of questionable traffic sources including but not limited to park domains, error pages, juvenile, death & tragedy, sexually suggestive and violent content are not permitted;
  - 5.3.13. publish advertisement-like information on websites that contain or link to websites that violate the Law, industry standards, ethics, and morality;
  - 5.3.14. to use false advertising or in general false and/or fraudulent methods for attracting new Clients online, launching the search engine, and leading the search engine users astray, including, but not limited to the use of the Website URL with a Tracking ID in the contextual advertising systems, knowingly falsely redirecting users to a different website on the Internet;
  - 5.3.15. use of questionable traffic sources including but not limited to park domains, error pages, juvenile, death & tragedy, sexually suggestive and violent content are not permitted;
  - 5.3.16. to publish advertisement-like information on websites that contain or link to websites that violate the Law, industry standards, ethics, and morality;
  - 5.3.17. to publish advertisements with incorrect information about the services offered or with omissions to the non-disclosure provisions of the risks to the Prospective Client;
  - 5.3.18. to purchase keywords with reference to FBS and/or other misspellings of the name on pay-per-click search engines to drive traffic to Affiliate's site;
  - 5.3.19. to bid or appear on misspells or variations of "FBS" brand searches.
- 5.4. All traffic sources need to be notified to and pre-approved by the Company.
- 5.5. The Affiliate **undertakes** the following:
- 5.5.1. to use fair, clear, and non-misleading information. The Affiliate should avoid using terms such as "easy profits", "win/make/earn money", or "make an income", as well as other similar terms. In addition to this, implying that trading leads to success, a change in lifestyle, financial freedom or any other unwarranted benefit is prohibited;
  - 5.5.2. all information related to the Company's services, products, account types, product specifications, Software, and others must be relevant and up-to-date at all times. The Affiliate should not advertise the fact that the Company offers trading signals, auto-trading, robots, investment advice, or portfolio or fund management services;
  - 5.5.3. should include at least one risk warning/disclaimer that is clearly visible to readers. Risk warnings should not be buried within other content;
  - 5.5.4. should include at least one risk warning/disclaimer that is clearly visible to readers. Risk warnings should not be buried within other content;
  - 5.5.5. to add all Company's brand terms as negative keywords in all paid search activities in order to avoid any broad matching issues;
  - 5.5.6. to clearly disclose the relationship between the Affiliate and the Company in any material produced or used by the Affiliate anywhere, including without limitation blogs, publications, and news sites, disclosing both non-financial and financial relationships where applicable;
  - 5.5.7. If you use any contact forms, comments sections, newsletters, live chats, or any other form of direct and private communication\* between you and your visitors/readers, you undertake the responsibility to act in good faith at all times and must not make any false or misleading statements with respect to the Company.

5.6. The Company shall have the right, in addition to any other right or remedy available to it under this Agreement or Applicable Laws, to render the Tracker ID assigned to such Affiliate violating the restriction herein, as inoperative, and immediately block the Affiliate's access to the Affiliate's Program, with no compensation to such Affiliate.

## **6. Affiliate site**

6.1. An Affiliate and its site, to the extent the Affiliate operates through a site, shall not be engaged, directly or indirectly, in activities that the Company, at its sole discretion, deems to be illegal, improper, offensive, unfair, or otherwise adverse to the operation or reputation of the Website or detrimental to other users of the Website, including without limitation, to:

- 6.1.1. the operation of an illegal business, site, or subscription email list;
  - 6.1.2. engaging in any illegal activity of any type, including but not limited to, displaying illegal content on the Affiliate's site or in the Affiliate's subscription emails or offering any illegal good or service through the Affiliate's site or subscription emails;
  - 6.1.3. the operation of a site that contains or promotes content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, or related to gambling;
  - 6.1.4. promoting discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - 6.1.5. manipulating keyword searches on portals and/or search engines that conflict with the Company's;
  - 6.1.6. misrepresenting themselves as the Website by co-opting the visual "look and feel" of or text from the Website or otherwise violating the Company's Intellectual Property rights, including, without limitation, "scraping" text or images from the Website or the Company's managed banners and/or text links, search marketing or all other online and offline campaigns;
  - 6.1.7. including "FBS" or variations or misspellings thereof in the Affiliate's domain names;
  - 6.1.8. do not clearly make available an online privacy policy to visitors of its site;
  - 6.1.9. engaging in indiscriminate or unsolicited commercial advertising emails;
  - 6.1.10. placing links to any Website in spam or unsolicited promotions, banner networks, counters, guest books, doorway traffic, cashback, coupon traffic, or through similar Internet resources;
  - 6.1.11. causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program, robot, hidden frames and redirects, and "bogus" traffic (in each case without derogating from other remedies the Company may have in law, equity or otherwise).
- 6.2. The Affiliate undertakes to post on the Affiliate site specific warnings and disclaimers in relation to the provision of the specific services by the Company.
- 6.3. The Company has the right to monitor the Affiliate's site and request the Affiliate to make amendments as deemed necessary and the Affiliate is obliged to comply with such amendments.

## **7. The Use of Promotional Material**

7.1. The Affiliate shall only use Promotional Material provided and approved by the Company in order to provide the Services under this Agreement and/or promote the Company and/or any of its Affiliates and/or their Services.

7.2. Any other material created by the Affiliate and used for the provision of the Services and/or for promoting the Affiliate and/or any of its Affiliates and/or their Services, including but not limited to creatives and/or landing pages and/or domains and/or trademarks and/or banners and/or content should be submitted to the Company for prior approval before launching.

7.3. Any Promotional Material that is created by the Company pursuant to the above mentioned paragraph and used by the Affiliate is exclusively owned by the Company and shall not

be used by the Affiliate for any purpose outside the scope of the present Agreement unless the prior written consent of the Company is obtained in advance.

7.4. The Company may give the Affiliate a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable right to use and display on the Affiliate's site the name, trademark, domain, trade name, and/or other for free for the duration of this Agreement so that the Affiliate may fulfill their obligations under this Agreement, subject to the following:

7.5. The Affiliate shall use the Company's name, trademark, domain, trade name, and/or other to promote and/or advertise the Services provided by the Company and/or its Affiliated Parties on their site solely for the purpose of providing a link from the Affiliate's site to the Website and fulfilling their obligations under this Agreement;

7.6. The Affiliate may not call into question or dispute the Company's and/or its Affiliates right to its domain, trade name, trademark, Promotional Material, or other.

## **PAYMENT AND AFFILIATE COMMISSION**

### **8. Affiliate commission**

8.1. The size of the commission is reflected on the Site.

8.2. Payments for Introduced Clients only on the basis of the Report.

8.3. The report shall summarize data including but not limited to, the number of actions and/or installs and/or other according to the payment model agreed between the Parties, the amount of payment of the reporting month, and other variables of the products.

8.4. In addition to any other terms and conditions set forth anywhere in this Agreement or under any Applicable Laws, the Affiliate shall not be entitled to receive any Affiliate's Commission for any Referrals or Referral Clients unless and until such Referrals have been approved as an Introduced Client.

### **9. Time of Payment.**

9.1. The Affiliate's Commission is credited to the Affiliate within 14 days from the moment of Referral Client registration and making the First Time Deposit by the Referral Client.

9.2. In the event that the total Affiliate's Commission(s) amount due is less than USD 20 (or currency equivalent), the Company reserves the right not to execute the payment. No payment will be executed for Affiliate's Commission(s) less than USD 20.

### **10. Method of Payment**

10.1. All payments will be due and payable in United States Dollars (USD) only. Payment will be credited to the Affiliate's account, which has been registered when signing up to the Affiliate Program. At the Company's sole discretion, and if deemed appropriate, the Company may accommodate other methods of payment or currency. Any charges incurred for other methods of payment will be covered by the Affiliate and deducted from the Affiliate's Commission.

### **11. Payment Disputes**

11.1. The acceptance of a payment made by the Company to the Affiliate will be deemed full and final settlement of the Affiliate's Commission due for the corresponding calendar month. In case the Affiliate disagrees with the Report or amount payable, the Affiliate must NOT accept payment for such amount and immediately send a written notice of dispute within ten (10) calendar days of the end of each month for which payment is made, otherwise the right to dispute the Report or payment will be deemed waived and the Affiliate shall be deemed to have waived any and all rights in relation to such Report or such payment and have waived any claims of restitution and/or unjust enrichment.

## **12. Tax.**

12.1. It is the Affiliate's sole responsibility to comply with any tax laws that apply to the Affiliate's Commission and the Affiliate consents that to the extent required by Applicable Laws and regulations, the Company may provide information regarding the Affiliate's Commission to any governmental and/or judicial body/authority.

## **13. Expenses**

The Affiliate shall bear all costs and expenses of any nature (including but not limited to marketing expenses) incurred in connection with this Agreement. Under no circumstances shall the Company be liable hereunder for any amounts other than the Affiliate's Commission.

## **AFFILIATE LIABILITY**

### **14. Annulled/canceled Affiliate commission**

14.1. Without prejudice to any other clause in this Agreement or rights that the Company may have, the Company may, in its sole and absolute discretion, withhold, delay, or deny payment of the Affiliate's Commission in any of the following events:

- 14.1.1. the Company believes or has reasons to believe that the Affiliate's activities are not in compliance with any Applicable Laws and regulations;
- 14.1.2. the Company believes or has reason to believe that the payment of the Affiliate's Commission will breach Applicable Laws;
- 14.1.3. the Company has reasons to believe that the Affiliate's activity is in breach of this Agreement;
- 14.1.4. the Company has been notified by any third party of the alleged infringement of property or rights (e.g. intellectual property rights) by the Affiliate or by the Affiliate's activities;
- 14.1.5. If the Introduced Client Account is blocked and/or placed in the archive or the temporary block of the Introduced Client Account if applicable. The provisions of this clause are applicable to the full period of archiving and/or blocking of the Introduced Client Account;
- 14.1.6. If there is reasonable suspicion by the Company based on direct or circumstantial evidence (as determined by the Company in its sole discretion), that auto-referral activity (that is when the Affiliate gets or attempts to get Affiliate Commission from referring himself or an otherwise controlled account by the Affiliate as an Introduced Client) has occurred, or a reasonable suspicion that the Affiliate has allowed relatives, friends and other people he knows to register through his link or do so himself on their behalf;
- 14.1.7. If there is reasonable suspicion by the Company based on direct or circumstantial evidence of Fraud Traffic;
- 14.1.8. If the Referral or the Referral Client does not meet the requirements for the Introduced Client;
- 14.1.9. The Affiliate or the Introduced Client has failed to satisfy any requests from the Company in relation to due diligence and/or know your customer (KYC) and/or your business (KYB) and/or similar requirements;
- 14.1.10. in case of systematic violation by the Affiliate of the Company's requirements to trading activity.

14.2. In case of any of the above events, the Affiliate hereby irrevocably waives any claim or demand against the Company, its directors, officers, shareholders, employees, or against the Main Website(s) in respect of such action taken by the Company.



14.3. Without prejudice to any other provision set out herein, in the event of any dispute with or complaint from an Introduced Client, the Company has the right to withhold any Affiliate's Commissions due to the Affiliate until such issues are resolved.

### **15. Holdover for Fraud Traffic**

15.1. Without prejudice to any other provision in this Agreement, in the event that any trading activity in the Affiliate's account or in any account which appears to be controlled/managed by the Affiliate or in any Introduced Client's account is deemed suspicious by the Company, in its sole determination the Company may, at its sole and absolute discretion, delay the payment of the Affiliate's Commission(s) until it investigates and authenticates the relevant trading activity.

15.2. In the event that the Company determines that the activity constitutes Fraud Traffic, the Company, in its sole discretion, is entitled to terminate this Agreement and/or to re-calculate and/or withhold the Affiliate's Commission accordingly.

15.3. If the Company determines that the Affiliate is involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to the Company, including, without limitation, to the Website, Account or Introduced Client(s), the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or Applicable Laws, to render the Tracker IDs assigned to such Affiliate inoperative, and immediately block the Affiliate's access to the Affiliate's Program, with no compensation to the Affiliate.

15.4. The Affiliate hereby irrevocably waives its rights to and shall indemnify the Company for any claim or demand made against the Company, its directors, officers, shareholders, employees, or against the Website or other websites operated by the Company in respect of the exercise by the Company of its rights in this clause.

## **TERMINATION**

### **16. Termination the Agreement**

16.1. The Company may terminate the Agreement and the Affiliate's status with immediate effect for any of the following reasons:

16.1.1. If the Affiliate violates the conditions of the Agreement;

16.1.2. In the event that the Affiliate is also a Client of the Company, and the Affiliate violates any term of the Client Agreement between the Company and the Affiliate as a Client, or any other documents concluded between the Affiliate as a Client of the Company;

16.1.3. If the Company has cause to believe that the Affiliate is not putting enough effort into promoting the Company's services;

16.1.4. Further to a regulatory and/or governmental request or similar regarding the relationship between the Affiliate and the Company and/or its Affiliates;

16.1.5. The Affiliate is subject to an investigation by a regulatory or governmental authority or similar;

16.1.6. The Company reasonably suspects that the Affiliate is involved in money laundering, fraud, or other criminal activities.

16.1.7. In the event that the Affiliate is also a Client of the Company and any of the aforementioned events occur then the Company may also terminate with immediate effect the Client Agreement between the Company and the Affiliate as a Client.

16.2. The Company may terminate the Agreement without cause by giving 48 (forty-eight) hours of written notice to the Affiliate.

16.3. Without prejudice to the rest of the provisions of this Agreement, where termination of the Agreement in accordance with clause 16.2. of the Agreement and the Affiliate's status takes place, the Company shall pay the Affiliate Commission for all Introduced Clients actually introduced

before termination, excluding the instances directly provided for by this Agreement, until the effective termination date. The Affiliate shall not be entitled to receive any Affiliate Commission from any Introduced Clients generated after the effective termination date.

## **INTELLECTUAL PROPERTY**

### **17. Proprietary Rights**

17.1. The Software and Website are and remain the exclusive property of the Company and its licensors. Except for the access and use rights expressly set forth in this Agreement, no license, or other rights in or to the Software, Website, or Company trademark(s) and other intellectual property rights therein, are granted to the Affiliate, and all such licenses and rights are expressly reserved. The Affiliate will not remove, alter, or obscure any proprietary notices, including copyright and trademark notices, on any portion of the Software or any content.

17.2. All Introduced Clients shall be considered as Clients of the Company only. The Company shall be the sole and exclusive owner of the database of names and contact information and any other data of all Introduced Clients, including Introduced Clients identified by a Tracker ID. The Affiliate may not contact an Introduced Client without receiving the Company's prior written approval for such contact.

17.3. The Affiliate, and anyone on the Affiliate's behalf, shall not assert the invalidity, unenforceability, or contest the ownership of any of the Company's trademarks, logos, or other marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice the Company's rights in any of the Company's trademarks, logos, or other marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

### **18. Trademarks**

The Company logo, and any other product, business or service name, or slogan, whether registered or pending, displayed on the Software or Website are trademarks of Company, Inc. or its suppliers or licensors, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Company or the applicable trademark holder.

## **MISCELLANEOUS**

### **19. Notice**

19.1. Unless otherwise specified, the Affiliate shall send any notice, instruction, request, or other communication in writing via email to [affiliate@fbs.com](mailto:affiliate@fbs.com).

19.2. Information may be provided by the Company to the Affiliate in paper format or by email to the Affiliate's email address provided during his/her registration.

### **20. Confidentiality and Personal Data Protection**

20.1. The Affiliate shall keep all information confidential and shall not disclose to any third party any of the terms of this Agreement or any information incidental or related thereto to the business of the Company (other than such terms or information which comes into the public domain) unless it is required under any Applicable Law or by any regulatory or governmental body or obtained by the Company's written consent.

20.2. Notwithstanding anything to the contrary in this Agreement or the termination of this Agreement, this clause shall continue to have effect and be binding on the Affiliate without any time limit.

20.3. The Affiliate hereby expressly acknowledges, agrees, and undertakes not to attempt to access or access any personal data in relation to Clients, without the express prior written consent of the Company.

20.4. The Affiliate expressly acknowledges, agrees, and undertakes that shall comply at all times with all applicable data protection laws and regulations.

20.5. In the event that personal data are collected by the Affiliate, he/she shall provide the relevant data subjects with the information required by all Applicable Laws and regulations pertaining to personal data protection and where required, shall obtain the prior written consent.

## **21. Limitation of liability**

21.1. The Affiliate expressly understands, warrants, and agrees that to the fullest extent permitted by law, the Company is not liable to the Affiliate for:

21.1.1. any fines, penalties, taxes, and any exemplary, aggravated, or punitive damages, liquidated damages, or any indirect or consequential loss (including but not limited to loss of business, loss of revenue, loss of contract, loss of production, lost opportunity costs), legal costs and expenses which may be incurred by the Affiliate, however, caused, other than where such damages are caused by any act of fraud or misconduct from the Company;

21.1.2. any loss or damage which may be incurred by the Affiliate, including but not limited to loss or damage as a result of any changes which the Company may make to the Software, or for any permanent or temporary suspension of the Program (or any features within the Software);

21.1.3. the Affiliate's failure to properly use the Referral Link supplied by the Company.

## **22. Language, governing law, and disputes**

22.1. This Agreement, as well as any additional agreement hereto (both present and future) is made in English. Any other language translations are provided as a convenience only. In the case of any inconsistency or discrepancy between the original English texts and their translation into any other language, the original versions in English shall prevail.

22.2. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, including non-contractual disputes or claims, shall be governed by, and construed in accordance with the law of Belize, excluding its conflict and choice of law principles.

22.3. The Parties shall endeavor to settle any dispute arising in connection thereto and to all the consequences thereof by negotiations. In case of failure to reach a mutually satisfactory solution within ten (10) business days, the dispute shall be submitted to the court, according to the rules of jurisdiction provided by the legislation of Belize.