

Affiliate Agreement

This agreement (“Agreement” or “Affiliate Agreement”) is between Hantec Markets Limited (“The Company” or “Hantec Markets”) and you (“The Affiliate” or “Affiliate”) for the provision of the Services described in the terms of this document.

1. GENERAL

1.1 Hantec Markets Limited, a private limited company (License number C114013940) with the registered office at the Financial Services Commission, The Catalyst Silicon Avenue, 40 Cybercity 72201 Ebène Mauritius.

1.2 The Affiliate is an individual or a legal person, or legal arrangement whose scope of business is to provide online promotional services, related to the financial markets via websites / blogs / trading academies / pages that they own or manage;

1.3 The Affiliate agrees to promote the Hantec Markets brand and financial products online, by displaying promotional material, on one or more of their websites they own and manage, and to make the Hantec Markets brand and services known to users of the Affiliate’s website (“the Services”), in accordance with the terms of this Agreement.

2. DEFINITIONS

2.1 “Affiliate” means an individual or a legal person or legal arrangement whose scope of business is to provide online promotional services, related to the financial markets via their websites / blogs / trading academies / pages that they own or manage;

2.2 “Affiliate Tracking ID” means a hyperlink that belongs to each Affiliate. The tracking ID assists in identifying the Affiliate and differentiating them from other Affiliates;

2.3 “Confidential Information” means any all technical and non-technical information disclosed by the disclosing party (The “Discloser”) to the recipient thereof (the “Recipient”) which may include, inter alia: (a) patent and patent applications, (b) trade secrets, and (c) proprietary and confidential information, mask works, ideas, samples, media, assays, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, code, software source documents, and formulae related to the current, future, and proposed products and services of the Discloser, such as information concerning research, experimental work, development, design details and specifications, engineering, financial information or other Data, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans. Confidential Information also includes any and all derivative works based upon the Confidential Information, however documented or disclosed (whether or not such information is marked as confidential), together with any copies, extracts, analyses, compilations, studies or other documents prepared or received by the Recipient, which contain or otherwise reflect such information or any materials

containing such information, which shall be the sole property of the Discloser or the respective legitimate owners.

2.4 “CPA” means commission per acquisition which refers to the fee paid to the Affiliate who has been introduced to Hantec as a Qualified Client and completed the relevant conditions;

2.5 “Data” means any data supplied by the Discloser to the Recipient, including without limitation, any working documents, information, data concerning the business of the Discloser or its customers, including Personal Data of the Discloser’s employees, agents, service providers or customers;

2.6 “Disqualified Lead” means a user of the Affiliate’s website who does not meet the requirements to become a Qualified Client of Hantec Markets.

2.7 “Lead” means a user that has completed the registration steps via the Affiliate’s website (via links, banners and any other means used by the Affiliate as means of referral) and that has provided Hantec Markets with the unique user’s verifiable name, address and contact details (such as telephone number and email address) upon registration. The unique user shall only be recognized for one account per user and/or one account per household.

2.8 “Personal Information” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

2.9 “PPC” means Pay Per Click advertising where the advertiser pays a fee for each time the user clicks on the advertisement.

2.10 “Qualified Client” means a person who:-

- a. has never been or currently is not a Lead or an active client with Hantec Markets; and
- b. successfully completed all the registration steps;
- c. activated a live trading account’ and
- d. completed the Standard Lot (trading volume) requirement within the first 30 days of their account opening, or such other amount as shall be specified by the program from time to time on the platform, provided via Hantec Markets; and
- e. opened a live trading account and made a minimum First time deposit as required within the first 30 days of their account opening or registration.

2.11 “Tracking System” means Hantec Markets tracking protocols, included but not limited to the Affiliate’s Tracking ID, click ID, cookies installed on and banners used on the Affiliate’s website.

2.12 “Sub-Affiliate” means any person or entity which the Master-Affiliate referred to this Program as a Sub-Affiliate, and such entity or person was approved by the Company and executed a separate Agreement with the Company.

2.13 “Master-Affiliate” means any person or entity which refers other Affiliates to this Program and such entity or person was approved by the Company and completed a separate Agreement for which the Master-Affiliate will receive a

predetermined percentage of the commission on all the earnings generated by that Sub-Affiliate.

2.14 "Scalping" means a trading strategy based on the notion that a significant portion of the Client's transactions is opened and closed in an extremely short period of time to accumulate quick profits from a small price change.

2.15 "Standard Lots" is defined as 100,000 notional value or equivalent in the base currency of the currency trading pair or 100 ounces of XAUUSD or 5000 ounces of XAGUSD, upon closure of any trade. Any indices will be considered one tenth the size of a standard lot for calculation purposes.

3. THE SERVICES

3.1 The Affiliate provides the Services to Hantec Markets on a non-exclusive basis. The Affiliate will introduce users to Hantec Markets via electronic referrals made by the applicants clicking on links or banners on the Affiliate's website or pages and being directed to the Hantec Markets official website.

3.2 All Leads who are directed to Hantec Markets via the Affiliate must primarily qualify to become Clients (as defined in the General Terms and Conditions available on hmarkets.com) of Hantec Markets, via a number of identification checks that Hantec Markets will perform, including the KYC (Know Your Client) and the AML (Anti Money Laundering) checks, as required by the relevant regulators and the policies of Hantec Markets.

3.3 The Affiliate will use its best efforts and shall devote reasonable amounts of its time, personnel, and resources to promote Hantec Markets and to obtain registrations via their websites or pages. The Affiliate will bear all costs and expenses for its activities unless as otherwise determined by Hantec Markets in writing.

3.4 The Affiliate will be informed in writing whether the clients referred have been qualified.

4. AFFILIATE OBLIGATIONS

4.1 It is agreed that the Affiliate shall provide the Services diligently, according to Hantec Markets' instructions, policies and branding guidelines at all times.

4.2 The Affiliate shall have no authority, and shall not hold themselves out, or permit any person to hold itself out, as being authorised to bind Hantec Markets in any way, and shall not do any act which might reasonably create the impression that the Affiliate is so authorised. The Affiliate shall not make or enter any contracts or commitments or incur any liability for or on behalf of Hantec Markets, including for the provision of the Services or the price for them, and shall not negotiate any terms for the provision of the Services with the Leads.

4.3 The Affiliate shall not produce any marketing material for the Services or use the Hantec Markets name, logo or trademarks on any marketing material for the Services without the prior written consent of Hantec Markets.

4.4 The Affiliate must not make any misleading, untrue, or inaccurate statements or representations, promises or guarantees to a user of its website or a Lead. Any

statement/representation on the website must be approved by the Company first.

4.5 At any time, Hantec Markets may request the Affiliate to refrain from directing Leads to Hantec Markets from a particular geographic region. The Affiliate shall immediately abide by any such notice.

4.6 The Affiliate shall not do any act which would or might damage the reputation and goodwill of Hantec Markets or engage in any actions that may be illegal, unethical, fraudulent or deceitful.

4.7 Any immediate family members, affiliated companies and/or officers of the Affiliate will be disqualified from being clients of Hantec Markets. Affiliate's performance of its obligations under this agreement shall not conflict with any other agreement or obligation to which Affiliate is bound.

4.8 During the term of this Agreement, the Affiliate agrees to comply at all times with the following-obligations:

4.8.1 Maintain all licenses and permits and obtain all consents and other approvals required;

4.8.2 Comply with all laws and rules that are applicable to the provision of its Services;

4.8.3 Perform the Services in a manner designed to avoid incurring any damage to Hantec Markets or their property, assets, reputation or goodwill;

4.8.4 Keep detailed books and records of its activities and provide Hantec Markets upon its request with information relating to its activities under this Agreement;

4.8.5 Provide Hantec Markets with prompt notice of the occurrence of or any intent to effect a change of ownership or control of the Affiliate.. Any change in authorised signatories of the Affiliate must be notified immediately to the Company.

4.9 The Affiliate must not be in direct competition with Hantec Markets. No Competitive Marketing means that the Affiliate shall not be entitled to be in direct competition with Hantec Markets marketing channels, including but not limited to social media websites such as Facebook, Twitter, Plus, Google, YouTube; search engines, including but not limited to Google.com, Bing .com; or any other software application or platform where the Company markets its products directly including but not limited to Google Play or iTunes.

4.10 The Affiliate shall provide the Company with all information requested by the Company to enable the Company to approve the relevant Sub-Affiliate.

4.11 The Affiliate shall procure that the Sub-Affiliate shall fully comply with all the provisions of this Agreement, and any separate Agreement executed between the Sub-Affiliate and the Company, with the Program and any instructions of the Company.

4.12 This Agreement shall be binding on and extend to and cover the Sub-Affiliates, where applicable.

Any breach of the above obligations, the Company shall terminate the Agreement with immediate effect and as of right by a simple written notice.

4.13 The Affiliate must not:

4.13.1 create Hantec Markets emails, content, images or graphics, copy any content from Hantec Markets websites and/or publications and post it on to any website and/or elsewhere else without Hantec Markets prior written consent;

4.13.2 Make, use, or publish claims any literature on Hantec Markets and /or the Hantec Markets products without prior written approval;

4.13.3 Make or publish statements on claims of quick earnings, risk-free strategies, and zero losses;

4.13.4 Remove or detach risk warnings from any emails, content, images, graphics or banners obtained by Hantec Markets via its affiliate portal or otherwise;

4.13.5 Publish illegal, inappropriate, indecent and obscene content on its website including but not limited to pornographic, sexually explicit, or adult-related content;

4.13.6 Direct the Services to people under 18 years of age;

4.13.7 Direct the Services to people from a Restricted Jurisdiction;

4.13.8 Copy, imitate, or mirror the look and feel of the Hantec Markets website, create, publish, distribute, or print any written material that makes reference to Hantec Markets Affiliate Program;

4.13.9 Use any malicious computer program, malware, Trojans, spyware, spam, script or practice intended to damage, interfere, modify or unlawfully obtain any system, data or personal information;

4.13.10 Use the brand name 'Hantec Markets' in any section of the PPC advertisement aside from a display URL when 'Hantec Markets' comes in the form of subfolder or subdirectory;

4.13.11 Direct link PPC advertisements to an Hantec Markets web page (the ad should link to an affiliate website and not directly to the Hantec Markets website).

In the event that Affiliate is in breach of the foregoing provisions, Company reserves the right to render the Tracking URLs assigned to Affiliate inoperative immediately without notice and Affiliate shall have no claims against the Company, its directors, officers, shareholders or employees in respect of such action taken by the Company.

4.14 The Affiliate hereby shall indemnify and hold harmless Hantec Markets Limited and its affiliates or subsidiaries, and their respective officers, directors, employees, and agents against all costs, expenses, fines, penalties, losses, judgments, damages, liabilities and other amounts (including without prejudice to the generality of the foregoing, lawyers', actuaries', accountants' and experts' fees and settlement amounts) arising out of any suit, claim or proceeding in connection with this Agreement and resulting from.

4.14.1 Any failure of the Affiliate to comply with any or all of the terms of this Agreement;

4.14.2 Any breach of any representation or warranty by the Affiliate;

4.14.3 Any act or omission by the Affiliate and /or the Affiliate's officers, directors, employees, and/ or agents of each of the foregoing; and

4.14.4 Any act of dishonesty or fraud by the Affiliate in the conduct of the Affiliate's and/or Affiliate's business or in relation to any matter under this Agreement.

5. OBLIGATIONS OF HANTEC MARKETS

5.1 Throughout the duration of this Agreement, Hantec Markets shall provide the Affiliate with information, marketing material and guidelines that the latter reasonably requires to carry out the Services.

5.2 Hantec Markets shall not be responsible for any costs incurred by the Affiliate for the provision of the Services, unless such costs have been agreed by Hantec Markets in writing, in advance.

6. BRANDING AND MARKETING MATERIAL

6.1 Hantec Markets will provide the Affiliate with all marketing material required, including but not limited to links and banners that are required for the Affiliate to set up the website they manage or own in compliance with the policies and the Branding Guidelines of Hantec Markets, as amended from time to time. No unauthorised advertising materials shall be used by the Affiliate without the express permission of Hantec Markets. Any use of such unauthorised material will be deemed a material breach of this Agreement and the Agreement shall be terminated immediately as of right with a simple written notice.

6.2 The Affiliate must not register or/and use a domain name that contains the brand name of Hantec Markets or Hantec Markets Partners in any variation or manner, e.g.: <http://www.HantecMarkets-uk.com>. We cannot accept affiliates whose websites are registered on .us, .ca, .jp, .com.hk and .com.sg.

7. AFFILIATE PAYMENT

7.1 Subject to the terms of this Agreement and subject to Schedule A, the Company shall pay the Affiliate Payment on a CPA basis, once a Lead becomes a Qualified Client of Hantec Markets.

7.2 Company will only pay to an Affiliate, Master-Affiliate or Sub-Affiliate as applicable.

7.3 Any payments made to the Affiliate by the Company shall be made in any currency and method as may be determined by the Company, in accordance with the Company's policy and subject to applicable law. Charges for wires or courier charges for checks will be covered by Affiliate and deducted from the Affiliate Fee.

7.4 Any payments made to the Affiliate by the Company will be calculated at Hantec Markets Limited sole discretion.

7.5 Any payments made to the Affiliate related to the Services provided by the Affiliate shall be made by bank transfer or any other means deemed suitable by the company.

7.6 Hantec Markets shall have the right to accept or reject a Lead in its sole and absolute discretion, and shall have no liability whatsoever for any rejection. If a potential client/Lead has been rejected by Hantec Markets for any reason, the Affiliate shall not be entitled to CPA or any payment for this Lead.

7.7 If a potential client had previously registered with Hantec Markets, or has been introduced to Hantec Markets by another affiliate, Hantec Markets shall notify the Affiliate that they are not entitled to CPA or any payment for this registration.

7.8 The Affiliate Tracking ID & click ID must be obtained from the Hantec Markets affiliate platform and be used without manipulation. Cookies may be placed on the Lead/Potential Client/Client devices, according to the Hantec Markets cookies policy, which will associate any application for an account to be linked with the Affiliate. These cookies last for 30 days, so if an application for an account is made after that time then The Affiliate will not be deemed to be associated with that applicant. If Hantec Markets cannot clearly identify the Affiliate Tracking ID or it has reasonable grounds to believe that this is not a genuine Affiliate Tracking ID or the Affiliate deliberately masked any URL information, the Company retains the right to refuse the Affiliate Payment related to this tracking ID and to terminate the agreement with immediate effect by a simple notice.

7.9 Hantec Markets in its sole discretion may withhold the payment of any outstanding commission to any Affiliate should Hantec Markets consider that the Affiliate has created false accounts for the purpose of generating commission.

7.10 The Affiliate shall be responsible for all taxes that may arise as a result of or in connection with this Affiliate Agreement, whether under current or amended law. Hantec Market shall have no responsibility for any of Affiliate's tax liabilities, or for providing information or advice in respect of such liabilities and shall not be responsible for notifying the Affiliate of a change in tax law or practice. The Affiliate shall indemnify Hantec Markets and hold it harmless from and against all costs, claims, demands and expenses arising as a result of or in connection with any failure by the Affiliate to comply with their obligations under any relevant tax laws applicable to the Affiliate.

8. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

8.1 All Intellectual Property including but not limited to branding, demographic and other information, website content, and all software, documentation, equipment, templates, documents, processes, marketing material, methodologies, know-how and any additional intellectual or other property used by or on behalf of Hantec Markets or otherwise related to its websites, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto") shall be and remain the sole and exclusive property of Hantec Markets and its affiliated entities and successors and it cannot be used, transferred or assigned to a third party without a prior written permission by Hantec Markets. At all material times, Hantec Markets shall remain the owner of the Copyrights.

8.2 Throughout the duration of this Agreement,

Hantec Markets may grant the Affiliate, with a revocable, non-transferable and non-exclusive, license to use some of Hantec Markets Intellectual Property, only related to the Services provided. All Intellectual Property belongs solely and exclusively to Hantec Markets.

8.3 Nothing in this Agreement shall confer on the Affiliate any right of ownership in the Hantec Markets Property and all use thereof by the Affiliate shall ensure to the benefit of Hantec Markets.

8.4 The Affiliate acknowledges and agrees that they will use the Hantec Markets Intellectual Property in a lawful manner and in strict compliance with the Hantec Markets branding guidelines, provided to them from time to time during this Agreement.

8.5 Hantec Markets being compliant with the provisions of the GDPR and the Data Protection Agreement in Mauritius, will not reveal any personal details of the Lead and/or the Qualified Client to the Affiliate at any time.

9. CONFIDENTIALITY

9.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of 3 years after termination of this Agreement, disclose to any person any Confidential Information concerning the business, affairs, clients or suppliers of the other party, except as permitted in this clause.

9.2 Each party may disclose the other party's confidential information only:

9.2.1 To its employees, officers, representatives or advisers, who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause; and

9.2.2 As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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

9.4 Upon termination of this Agreement, the Affiliate shall return, delete and/or destroy irretrievably any Confidential Information that had in its possession during the term of this Agreement.

9.5 Subject to clause 9.1, Confidential Information does not include any information which is in or comes into the public domain without breach of this Agreement by the recipient thereof ("the Recipient"); which is lawfully acquired by the Recipient from any third party who did not directly or indirectly acquire the same from the party to this Agreement disclosing the same ("the Disclosing Party") subject to any obligations of confidentiality; which is not of a confidential or trade secret nature; if and to the extent required by any law or regulatory rule, provided that unless not practicable/missible in the circumstances the Recipient shall give the Disclosing Party notice of any such proposed disclosure before the same is made.

10. TERMINATION

10.1 Either party (the "Notifying Party") shall be entitled to terminate this Agreement at any time by giving a 15 day written notice, except for the provisions of the clauses below.

10.2 Notwithstanding the above, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

10.2.1 The other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 45 days after being notified to make such payment;

10.2.2 The other party commits a material breach of any term of this Agreement and (fails to remedy that breach within a period of 2 working days after being notified in writing to do so;

10.2.3 The other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

10.2.4 The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

10.2.5 A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party;

10.2.6 An application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

10.2.7 A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

10.2.8 The other party is the subject of a bankruptcy petition or order;

10.2.9 A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

10.2.10 The other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

10.2.11 There is a change of control of the other party and the Company has not been notified of same.

10.2.12 One of the parties is involved in a litigation process, and the other party to this Agreement has reasonable reasons to believe that this may harm substantially its reputation;

10.2.13 If any authority having jurisdiction over the business being conducted by this Agreement or any authority of a territory or nation in which business contemplated by this Agreement is being conducted establishes a regulatory scheme which in either party's sole discretion would make compliance with the terms of this Agreement economically unfeasible;

10.2.14 If any of its officers, directors, members, managers or principals of the other party, has been found by a judicial body or regulatory agency to have perpetrated fraud or any other act of theft or dishonesty or have been accused of a crime, if that fraud, theft, act of dishonesty or crime is of such notoriety as would bring disrepute to either party.

10.3 Hantec Markets may terminate this Agreement on notice with immediate effect if the Affiliate has been issued with a breach notice from any regulator.

10.4 The Affiliate shall not be entitled to any payment post-termination.

10.5 Nothing in this Agreement shall prevent or restrict Hantec Markets from dealing with Leads or existing Qualified Clients post-termination.

10.6 The clauses on Confidentiality shall survive termination.

10.7 Upon termination of this Agreement, the Affiliate shall remove any logo or reference to Hantec Markets that the Affiliate was using during the term of this Agreement, within a period of 24 hours.

11. NO PARTNERSHIP OR AGENCY

11.1 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 authorise any party to make or enter into any commitments for or on behalf of any other party.

11.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12. ENTIRE AGREEMENT

This presents constitutes the entire Agreement and understanding of the parties and supersedes any previous Agreement (whether oral or written) between the parties relating to the subject matter of this Agreement. The parties acknowledge and agree that in entering into this Agreement, they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

13. VARIATION

No variation shall be valid unless in writing and signed on behalf of each of the parties. Nothing in this Agreement is intended to or shall operate to create a partnership, joint venture, employment, representation or agency relationship between the parties.

14. SEVERANCE

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

15. FORCE MAJEURE

Neither party will be deemed in breach of this Agreement nor liable to the other in the event of any delay or failure to perform by reason and to the extent and duration of any cause beyond its reasonable control including without limitation failure of a utility service, breakdown failure or interruption of power supply or any electronic communication transmission or information system, accident, breakdown of equipment, plant or machinery, fire, flood, storm, default of sub-contractors or suppliers, act of God, war, civil war, armed conflict, terrorist attack, riot, civil commotion, malicious damage, nuclear, chemical or biological contamination, sonic boom, failure or delay of any third party, compliance with law and/or any regulatory system. Each party shall notify the other of any such cause within 5 calendar days. If the Act of Force Majeure exceeds 21 consecutive days, either party may terminate the Agreement with immediate effect.

16. WAIVER

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a party from subsequently requiring compliance with the waived obligation.

17. ASSIGNMENT

The Affiliate shall not without the prior express written consent of Hantec Markets assign, transfer, charge, sub-license or deal in any other manner with this Agreement or any of its rights and/or liabilities under it. Hantec Markets shall be entitled to assign, transfer, charge, sub-license or deal in any other manner with this Agreement or any of its rights and/or liabilities under it.

18. NOTICE

Any notice under this Agreement shall be in writing and shall be served by registered post and/or e-mail with receipt confirmation. For Hantec Markets all communication shall be addressed to compliance@hmarkets.com.

19. GOVERNING LAW

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 Mauritius.

20. JURISDICTION

Each party irrevocably agrees that the courts of Mauritius shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

21. ENGLISH AS PRINCIPAL LANGUAGE

This Agreement may be translated into other languages for reference only. In the event of any inconsistency or ambiguity between the English text and its translated version, the English text will prevail.

22. COUNTERPARTIES

This Agreement may be signed by the parties in counterparts which together shall constitute one and the same Agreement between the parties and shall become effective at such time as each of the parties shall have signed such counterparts and shall have notified the other party thereof.

Affiliate
Name:

Signature:

Date:

Hantec Markets Limited
Name:

Signature:

Date:

SCHEDULE A

If an error is made in the calculation of your remuneration, Hantec Markets reserves the right to correct such calculation at any time and to reclaim from you any overpayment made by Hantec Markets to you (including, without limitation, by way of reducing future payments which might otherwise be due to you from us from time to time). Any disagreement on this issue shall be resolved by Mediation between and the outcome shall be final with no possibility of contesting before any Courts.

While every effort is made during the account opening process to verify the authenticity of new accounts and subsequently their payments to us, the Company cannot be held responsible for any fraudulent claims or chargebacks originating from the Affiliates introductions to Hantec Markets. As such the Company reserves the right to offset any such cost to Hantec Markets against payments owed to the Affiliate until such loss is fully repaid.

All payments made by Hantec Markets either to the Affiliate or a client or to the Company by the Affiliate is subject to our internal policy and procedures on anti-money laundering and fraud. The Company has the right to withhold the payment if it so believes that not doing so would lead to a breach in the law or statutory regulations.

If a payment due is USD 5,000 owed to the Affiliate by Hantec Markets, it will be automatically raised and paid out (in accordance with this Agreement) within 15 business days of the end of the relevant calendar month. Such payments shall be paid in US Dollars inclusive of VAT, where applicable. Any sums above \$5000, 50% will be retained and paid at the end of the following month.

To combat the introduction of scalpers to Hantec Markets from Affiliates, Hantec Markets reserves the right not to include spread capture from trades where their Clients have traded in and out of a position, either directly or indirectly through hedging, in a short period of time.

Clients will only be considered Qualified Clients if they do not enter into any Transaction in a manner that constitutes Market Abuse. Market abuse is defined in the General Terms and Condition available on <https://hmarkets.com/legal/terms-and-conditions/>. Qualified Clients are reminded that this applies to all forms of Market Abuse such as insider trading (abusive exploitation of privileged confidential information), the misuse of information and directors trading in shares of their own companies; in such circumstances we reserve the rights to void/cancel part/all their abusive trading transactions, close all and any of their Trading Accounts and terminate the Client Accounts.

Hantec Markets Limited reserves the right to withhold any payment to an Affiliate where Hantec Markets has reasonable grounds to believe that the Affiliate committed some fraudulent act or a breach of the terms of this Agreement.