



# Traffic Referral Partner Terms and Conditions

## TabTrade (TabTrade Ltd.)

**Date:** 19 May 2026  
**Company:** TabTrade (TabTrade Ltd.)  
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Trading CFDs and margin foreign exchange involves a high degree of risk and is not suitable for all investors. Leveraged trading carries the possibility of losses that may exceed your initial investment. You should carefully consider your investment objectives, level of experience, and risk appetite before engaging in trading. You do not own or have rights in the underlying assets. Past performance is not a reliable indicator of future results, and tax laws are subject to change. All information provided on this website is general in nature and does not take into account your personal circumstances. We strongly recommend that you seek independent advice if necessary, and read our legal documents carefully before trading with us.

## 1. Introduction

1.1 This document sets out the terms and conditions (the "Agreement") governing participation in the TabTrade Traffic Referral Program (the "Program") operated by TabTrade Ltd. ("TabTrade", "we", "our", or "us").

1.2 TabTrade operates an online trading platform through which clients can trade margin foreign exchange (Margin FX) and contracts for difference (CFDs) and provides access to related financial products and services.

1.3 TabTrade may, from time to time, authorise independent third parties to act as Traffic Referral Partners to introduce traffic to TabTrade in exchange for remuneration determined in accordance with this Agreement.

1.4 By applying to, being approved for, or participating in the Program, the person or entity identified in the Program application ("Traffic Referral Partner", "you", "your") agrees to be bound by this Agreement and acknowledges that:

- a. This Agreement constitutes a legally binding contract between TabTrade and you;
- b. This Agreement becomes effective on the date your application is accepted by TabTrade, whether acceptance is communicated electronically or in writing ("Effective Date");
- c. Participation in the Program is subject to all Governing Laws and to the provisions contained in this Agreement and in TabTrade's operational policies, which may be updated from time to time; and
- d. If you do not agree to be bound by this Agreement, you must not apply for, participate in, or promote the Program.

1.5 You wish to participate in the Program as a Traffic Referral Partner for the purpose of referring traffic to TabTrade, subject to the terms and conditions contained in this Agreement.

## 2. Definitions

In this document, the following terms shall have the meanings set forth below, unless the context requires otherwise or unless otherwise specified:

"Account" means the Traffic Referral Partner's account established with TabTrade for participation in the Program, which provides access to Program materials, tracking data, reporting tools, and payment features through the Secure Account Portal.

"Active Account" means a Client account that has satisfied all KYC Requirements and funding requirements, has not been closed or banned by TabTrade, and has completed at least one Eligible Trade within the applicable Commission Period.

"Adjustment" means any modification, reduction, or offset applied by TabTrade to Commission calculations due to Chargebacks, cancellations, refunds, errors, Fraudulent Activity, or other Prohibited Practices.

"Advertising Channel" means any website, social media page, digital platform, or communication medium owned or controlled by the Traffic Referral Partner and used to promote TabTrade or direct Referred Traffic to TabTrade's Platforms.

“Advertising Standards” means all Governing Laws, regulations, and recognised codes of conduct governing advertising, digital marketing, and financial promotions, including prohibitions on misleading, deceptive, or unfair statements.

“Agreement” means these Traffic Referral Partner Terms and Conditions, together with any schedules, appendices, operational guidelines, or policies published or notified by TabTrade from time to time.

“Affiliate Partner” means a Traffic Referral Partner approved by TabTrade to participate in the Program on a Cost Per Acquisition (CPA) basis, where remuneration is paid once a Qualified Activity is completed.

“AML/CTF Requirements” means all obligations relating to anti-money-laundering and counter-terrorism-financing laws, regulations, and guidelines applicable to TabTrade and its business operations.

“Application” means the electronic or written form submitted by an applicant seeking approval to become a Traffic Referral Partner under this Program.

“Approved Channel” means any marketing or advertising medium approved by TabTrade for use by a Traffic Referral Partner, including websites, mobile applications, social media platforms, or paid advertising networks that comply with TabTrade’s guidelines.

“Brand Compliance Guidelines” means the standards and restrictions issued by TabTrade that govern how Traffic Referral Partners may display, represent, or

reference TabTrade’s brand, products, and services.

“Brand Exposure Activity” means any approved marketing, advertising, or promotional effort undertaken by the Traffic Referral Partner to increase visibility or awareness of TabTrade’s brand, products, or services.

“Business Day” means a day other than a Saturday, Sunday, or public holiday in Saint Lucia or in the jurisdiction where TabTrade’s principal office is located.

“CFD” or “Contract for Difference” means an Over-the-Counter derivative contract offered by TabTrade.

“Chargeback” means a reversal, cancellation, or Adjustment of any payment or commission previously credited to a Traffic Referral Partner as a result of error, Prohibited Practices, Fraudulent Activity, or breach of this Agreement.

“Client” means a natural or legal person who completes an account application with TabTrade, is accepted by TabTrade, and maintains an approved Trading Account.

“Client Relationship” means the relationship between TabTrade and any Client who has opened and maintains an account with TabTrade. The Traffic Referral Partner has no rights, responsibilities, or involvement in any Client Relationship, and TabTrade retains sole discretion and control over all such relationships.

“Commission” means the remuneration payable by TabTrade to a Traffic Referral

Partner in accordance with the applicable Fee Schedule and the Program rules.

“Commission Adjustment Notice” means written or electronic notice issued by TabTrade to a Traffic Referral Partner advising of an Adjustment to previously credited Commission.

“Commission Balance” means the cumulative Commission credited to the Traffic Referral Partner’s Wallet for a given Commission Period, net of Adjustments, Chargebacks, or Negative Carryover.

“Commission Cap” means the maximum total Commission payable to a Traffic Referral Partner within a specified Commission Period, as may be determined by TabTrade in its sole discretion or as outlined in the Fee Schedule.

“Commission Period” means a calendar month, unless the Fee Schedule specifies a different period.

“Commission Plan” means the model, rate, and structure of Commission applicable to the Traffic Referral Partner, as set out in the Fee Schedule and subject to change by TabTrade from time to time.

“Compliance Breach” means any conduct, act, or omission by a Traffic Referral Partner that violates this Agreement, the Fee Schedule, Governing Laws, or any instruction or Policy issued by TabTrade.

“Confidential Information” means all information, whether oral, written, or electronic, disclosed by one Party to the other in connection with this Agreement that is identified as confidential or that a reasonable person would consider confidential. This includes but is not

limited to Client data, trade secrets, business plans, technology, marketing strategies, pricing information, Commission Plans, and internal communications.

“Conflict of Interest” means any circumstance where a person’s personal, business, financial, or professional interests interfere, or may reasonably be perceived to interfere, with the impartial performance of their obligations under this Agreement.

“Content” means any text, image, video, graphic, link, script, or other material used by a Traffic Referral Partner in connection with marketing or promotion of TabTrade.

“Conversion” means the point at which Referred Traffic meets the Qualification Criteria and becomes eligible for Commission.

“CPA” or “Cost Per Acquisition” means the Commission Plan available to Affiliate Partners where remuneration is paid in a fixed amount once a Qualified Client completes the Qualification Criteria.

“CPA Commission” means the fixed amount payable to an Affiliate Partner for each Qualified Client, subject to the conditions, verification, and payment rules set out in this Agreement and the Fee Schedule.

“Data Breach” means any unauthorised access, disclosure, alteration, or destruction of Personal Data held or controlled by the Traffic Referral Partner in connection with this Program.

“Dispute” means any disagreement, controversy, or claim arising out of or in connection with this Agreement, including

any question regarding its existence, validity, or termination.

“Effective Date” means the date on which TabTrade confirms the applicant’s acceptance into the Program.

“Eligible Activity” means any activity performed by Referred Traffic that qualifies for Commission under the Fee Schedule and excludes any activity cancelled, voided, or identified as Prohibited Practice or Fraudulent Activity.

“Eligible Trade” means a completed transaction executed by a Qualified Client that meets all criteria in the Fee Schedule, excluding any trades that are voided, cancelled, identified as Fraudulent Activity, Prohibited Practices, or otherwise disqualified under this Agreement.

“End User” means any person who accesses TabTrade’s Platforms or websites as a result of Referred Traffic, whether or not that person becomes a Client.

“Fee Schedule” means the document, schedule, annex, online portal, or digital interface published by TabTrade that specifies Commission Plans, rates, Qualification Criteria, payment terms, and other Program details, which may be amended by TabTrade from time to time.

“Force Majeure Event” means any event or circumstance beyond a Party’s reasonable control that prevents or delays performance of its obligations under this Agreement, including but not limited to acts of God, natural disasters, war, terrorism, riots, pandemics, labour disputes, network failures, or governmental restrictions.

“Fraudulent Activity” means any act, omission, or scheme intended to obtain an unfair or unlawful advantage or to mislead TabTrade, as detailed in section 5 of this agreement.

“Governing Laws” means all laws, regulations, rules, directives, and regulatory guidance applicable to the Parties or to activities carried out under this Agreement, including those of Saint Lucia and any other relevant jurisdiction.

“Intellectual Property Rights” means all rights related to patents, trademarks, trade names, service marks, domain names, logos, trade dress, copyrights, database rights, design rights, trade secrets, and other intellectual property or proprietary rights, whether registered or unregistered, owned or licensed by TabTrade.

“Introducing Broker Partner” or “IB Partner” means a Traffic Referral Partner approved by TabTrade to operate on a Revenue Share model where Commission is calculated based on eligible trading volume generated by Qualified Clients through Referred Traffic.

“KYC Requirements” means the due-diligence standards required by TabTrade under AML/CTF Requirements or other Governing Laws.

“Lawful Marketing” means marketing or promotional activity that complies with all Governing Laws, Advertising Standards, privacy and spam regulations, and this Agreement.

“Margin FX” means an Over-the-Counter derivative contract offered by TabTrade, where the underlying asset is a currency or currencies.

“Marketing Approval” means written or electronic confirmation provided by TabTrade permitting the use of specified Content, Marketing Materials, or Advertising Channels by a Traffic Referral Partner.

“Marketing Guidelines” means the instructions, standards, and restrictions issued by TabTrade to govern how Traffic Referral Partners may promote TabTrade’s brand, products, and services.

“Marketing Materials” means any promotional, educational, or informational materials, whether digital or physical, that reference or include the TabTrade brand, and that are provided or approved by TabTrade for use by Traffic Referral Partners.

“Minimum Payout Threshold” means the minimum Wallet balance required before a withdrawal request or payment to the Traffic Referral Partner can be processed, as specified by TabTrade.

“Negative Carryover” means a negative Commission Balance from a prior Commission Period resulting from Adjustments, Chargebacks, or other deductions, which may be carried forward and offset against future Commission payments as specified in the Fee Schedule.

“Notice” means any written communication required or permitted under this Agreement, including by email or electronic platform notification, to the contact details most recently provided by the Parties. Notice may include a time period of warning before taking effect where expressly stated, or take immediate effect, as allowed under the terms of this Agreement.

“Party” or “Parties” means each of TabTrade and the Traffic Referral Partner, as the context requires.

“Payment Date” means the date on which Commission or other amounts are credited to the Traffic Referral Partner’s Wallet or paid by other means approved by TabTrade.

“Payment Method” means the manner in which TabTrade pays Commission or other amounts to the Traffic Referral Partner, which may include the Secure Account Portal Wallet, bank transfer, or other method authorised by TabTrade at its discretion.

“Payment Schedule” means the payment frequency applicable to Commission, as outlined in the Fee Schedule or otherwise communicated by TabTrade.

“Personal Data” means any information relating to an identified or identifiable natural person, including names, contact details, identification numbers, or online identifiers, processed in connection with participation in the Program.

“Policy” means any guideline, instruction, standard, or rule published by TabTrade that governs participation in the Program, as may be updated from time to time.

“Privacy Policy” means TabTrade’s privacy Policy as published on our website, which sets out how Personal Data is collected, used, stored, and protected.

“Program” means the TabTrade Traffic Referral Program administered by TabTrade for the purpose of referring traffic and promoting brand awareness of TabTrade’s products and services.

“Prohibited Practices” means any activity or behaviour that is expressly prohibited under this Program, as detailed in section 5 of this Agreement.

“Promotional Code” means any code, coupon, or incentive mechanism provided by TabTrade to the Traffic Referral Partner for use in promotions or advertising campaigns to track and attribute Referred Traffic.

“Qualification Criteria” means any requirements that are set out in the Fee Schedule and may include, without limitation:

- a. completion of account registration and KYC Requirements;
- b. deposit of the minimum qualifying amount; or
- c. completion of the minimum required trading volume or activity.

“Qualified Activity” means an action performed by Referred Traffic that satisfies all eligibility requirements under the Fee Schedule, including but not limited to meeting Qualification Criteria, account registration, deposit, and minimum trading activity, and which is verified by TabTrade’s Tracking Technology.

“Qualified Client” means a person who has been identified by TabTrade as originating from Referred Traffic attributed to a Traffic Referral Partner by Tracking Technology, and who has:

- a. completed all account opening and KYC Requirements to TabTrade’s satisfaction;
- b. made the minimum required deposit as specified in the Fee Schedule;

- c. executed the minimum trading activity, volume, or duration specified in the Fee Schedule (as applicable to the Traffic Referral Partner’s Commission Plan);
- d. not engaged in any Fraudulent Activity, Prohibited Practice, or behaviour resulting in a Chargeback, cancellation, or refund; and
- e. been approved by TabTrade as meeting all Qualification Criteria and conditions necessary to qualify for Commission under this Agreement.

“Referred Traffic” means visitors, clicks, leads, registrations, or other digital engagements directed to TabTrade through Tracking Technology attributed to a Traffic Referral Partner.

“Related Entities” means any subsidiary, affiliate, or associated company of TabTrade, and any directors, officers, employees, agents, or contractors of those entities.

“Related Parties” means, in relation to either Party, any of its past or present directors, officers, employees, contractors, agents, consultants, representatives, shareholders, affiliates, subsidiaries, holding companies, and any other person or entity directly or indirectly under common ownership or control, or otherwise connected with that Party in a managerial, advisory, or representative capacity.

“Restricted Territory” or “Restricted Territories” means any country or jurisdiction that is subject to any applicable Sanctions Lists now or in the future, or where participation in the Program would be contrary to local law or

regulation, or any jurisdiction designated by TabTrade at its sole discretion.

“Revenue Share” means the Commission Plan under which an Introducing Broker Partner receives a portion of the trading Spread Revenue, Trading Account commission fees, or other transactional value generated by Qualified Clients, as specified in the Fee Schedule.

“Revenue Share Commission” means the amount payable to an Introducing Broker Partner under the Revenue Share model for each Qualified Client, net of Adjustments, Chargebacks, or deductions.

“Sanctions Lists” means lists of persons, entities, or jurisdictions subject to sanctions, embargoes, or other restrictive measures which may be maintained by the United Nations, the European Union, the United Kingdom, the United States Office of Foreign Assets Control (OFAC), or any other relevant authority.

“Secure Account Portal” means the online portal provided by TabTrade through which Traffic Referral Partners can access their Account, reporting, tracking, and Wallet functions, and manage participation in the Program.

“Security Incident” means any unauthorised or unlawful access to, or interference with, systems, data, or networks used by a Party in connection with this Agreement.

“Spread Revenue” means the markup revenue added to the bid or ask price on a trade executed by a Client on the TabTrade Platform.

“TabTrade” means TabTrade Ltd. (trading as TabTrade), its subsidiaries, affiliates,

officers, directors, employees, agents, contractors, and representatives.

“TabTrade Brand Assets” means all names, logos, marks, designs, and other brand elements owned or licensed by TabTrade and made available for use by Traffic Referral Partners under this Agreement.

“TabTrade Platform” means any website, application, trading system, or service operated or controlled by TabTrade through which Clients may open accounts, trade, or otherwise access TabTrade’s financial products and services.

“Third Party Tracking Provider” means any independent service provider authorised by TabTrade to provide tracking, Tracking Technology, analytics, or reporting services for the Program.

“Tiered Commission Plan” means a Commission Plan where Commissions, rates or thresholds vary based on performance levels, trading volume, or the number of Qualified Clients achieved during a Commission Period.

“Tracking Technology” means any system, software, or tool used by TabTrade or a third-party provider to track Referred Traffic, record Qualified Activity, and calculate Commission. The records produced by such technology are final and conclusive for the purpose of this Agreement, unless proved otherwise by clear and verifiable evidence.

“Trading Account” means a sub-account that is used for placing trades and in which funds are allocated as margin.

“Traffic Referral Partner” means a person or entity approved by TabTrade to

participate in the Program for the purpose of referring traffic and promoting TabTrade’s brand under the terms of this Agreement.

“Unapproved Content” means any Content that has not been provided or approved by TabTrade, or that misrepresents TabTrade’s services, products, or regulatory status.

“Unauthorised Representation” means any claim, offer, statement, or commitment made by a Traffic Referral Partner, whether oral or written, that has not been expressly approved by TabTrade and that purports to represent TabTrade or its products, services, or guarantees.

“Verification Process” means the internal validation performed by TabTrade to confirm eligibility, qualification, and authenticity of Referred Traffic, Qualified Clients, and related activity prior to crediting Commission.

“Wallet” means an electronic account within the Secure Account Portal where Commissions and related payments are credited and from which the Traffic Referral Partner may withdraw funds in accordance with TabTrade’s procedures.

### 3. Participation in the Program

#### General Terms

3.1 You acknowledge and agree that you:

- a. participate in the Program solely as an independent referrer and are not an employee, agent, or representative of TabTrade;

- b. have no authority to make or accept offers, enter into contracts, or otherwise bind TabTrade in any manner;
- c. will not hold yourself out as having such authority or as being part of TabTrade’s organisation;
- d. will not make any statement, representation, or claim, whether oral or written, that conflicts with or extends beyond information or materials provided or approved by TabTrade;
- e. will comply with all Governing Laws and TabTrade’s policies in connection with any activities undertaken under this Agreement; and
- f. will not provide financial product advice, personal recommendations, or portfolio management services to any person in connection with this Program, or hold itself out as being licensed or authorised to do so.

3.2 TabTrade and the Traffic Referral Partner agree to establish a non-exclusive relationship. Nothing in this Agreement prevents TabTrade from entering into similar agreements with other Traffic Referral Partners, or from dealing directly with traffic introduced by any person.

3.3 For clarity, your participation in the Program and TabTrade’s engagement with the you shall not create, nor be deemed to create, any relationship that would trigger a restrictive covenant (e.g., non-competition, non-solicitation) applicable to either party or any of their affiliates - including directors, officers, employees, contractors, agents, consultants, shareholders, or managers - whether acting as a manager, principal,

trustee, financier, shareholder, debenture holder, director, consultant, partner, employee, or agent of any business or venture subject to such covenants.

3.4 Your participation in the Program must not, and cannot be reasonably argued to:

- a. amount to solicitation, enticement, poaching, diversion, or interference with any other party's employees, contractors, customers, suppliers, shareholders, or investors;
- b. amount to competition with, or solicitation of clients or prospective clients of, any other broker or financial services provider; or
- c. breach or be inconsistent with any restrictive covenants that may be contained in employment agreements, consultancy agreements, shareholder agreements, partnership agreements, restraint deeds, non-solicitation agreements, confidentiality agreements, franchise agreements, or any similar or related documents.

3.5 For the avoidance of doubt, participation in this Program constitutes a separate and distinct type of commercial relationship which does not overlap with, or breach, any employment, consultancy, shareholder, or other restrictive obligations owed by either the Traffic Referral Partner or any TabTrade stakeholder to third parties, including former employers or business partners.

3.6 The nature of your relationship with TabTrade is limited strictly to the referral of traffic through Approved Channels. You have no responsibility for, and make no representation regarding, the outcome of

such traffic, whether or not it results in the onboarding of prospective clients.

Decisions about whether, and on what terms, TabTrade engages with any person referred remain solely the responsibility of TabTrade.

3.7 You acknowledge that participation in the Program does not create any entitlement to approval, renewal, or continuation of status as a Traffic Referral Partner. TabTrade may, at its sole discretion, suspend or revoke participation at any time if it considers such action necessary to protect its commercial or regulatory interests.

3.8 You acknowledge that you are solely responsible for:

- a. your own business operations, expenses, and compliance with all Governing Laws, including those relating to marketing, advertising, privacy, data protection, and electronic communications;
- b. the content and accuracy of any materials you produce or distribute that reference TabTrade, unless those materials are provided or expressly approved by TabTrade;
- c. obtaining and maintaining any licences, registrations, or approvals required for your activities under this Agreement, if applicable; and
- d. payment of all taxes, levies, and other government charges arising from commissions or other amounts paid to the Traffic Referral Partner under this Agreement.

3.9 You acknowledge that participation in the Program and receipt of any Commissions or payments are conditional

upon full compliance with this Agreement and any applicable policies or operational requirements that TabTrade may publish from time to time.

3.10 You acknowledge that TabTrade retains full and sole discretion to determine whether traffic referred by you qualifies for remuneration under the Program, and that TabTrade's decisions in this regard are final.

3.11 You agree that TabTrade may rely upon any representations, warranties, or information provided by you in connection with this Agreement, and that any false or misleading statements may result in immediate termination of this Agreement and forfeiture of any unpaid commissions.

## Eligibility

3.12 Participation is open only to applicants who are at least 18 years of age and have legal capacity to contract.

3.13 The Program is not directed at residents of any Restricted Territories.

3.14 You must not be currently suspended or terminated from any TabTrade program, and must not have been previously terminated by TabTrade for Fraudulent Activity, Prohibited Practices, or material breach of contract.

## Application and Approval

3.15 Participation in the Program is subject to TabTrade's review and approval process. You must complete the Program Application form and provide all information and documentation reasonably requested by TabTrade, including for compliance with applicable

anti-money laundering, counter-terrorism financing, and sanctions requirements.

3.16 We reserve the right to approve, decline, or place conditions on any Application at our sole discretion and are under no obligation to provide reasons for our decision.

3.17 This Agreement takes effect on the date we confirm your acceptance into the Program, whether such confirmation is provided electronically, in writing, or through our Secure Account Portal (the Effective Date).

3.18 By submitting an Application, accessing Program materials, or engaging in any activities related to the referral of traffic to TabTrade, you acknowledge and agree to be bound by this Agreement from the Effective Date.

3.19 We may, prior to or after approval, request additional information or documentation to verify your identity, qualifications, or suitability for participation in the Program. You must provide any requested information promptly. Failure to do so may result in suspension or termination of participation in the Program.

3.20 You must submit an Application in the form required by TabTrade and provide any supporting information reasonably requested, including information relevant to AML/CTF Requirements, and sanctions screening.

3.21 You are responsible for ensuring that all information provided to TabTrade during the application process and throughout participation in the Program remains complete, accurate, and up to date. Any material change to your

business, structure, or contact details must be communicated to TabTrade without delay.

3.22 Approval of your Application may be withdrawn or suspended at any time where we consider this necessary to protect our commercial or regulatory interests.

### **Classification and Commission Plan**

3.23 Upon approval of on Application, TabTrade will classify you as an Affiliate Partner operating on a CPA model, or as an Introducing Broker Partner operating on a Revenue Share model, as described in the Fee Schedule.

3.24 We may reclassify you, introduce a hybrid structure, or change Commission Plans where operational, compliance, performance, or commercial considerations reasonably require it.

3.25 Details of Commission rates, Qualification Criteria, attribution, caps, and any Tiered Commission Plan are set out in the Fee Schedule and may be updated from time to time.

### **Program Modifications**

3.26 We may modify or suspend any aspect of the Program, including the Fee Schedule, attribution logic, or operational requirements, where reasonably necessary for commercial, technical, or compliance reasons.

3.27 Material changes will take effect as notified in the Secure Account Portal or by Notice. Changes will not apply retrospectively to Commissions already validly earned, except where required to

address Fraudulent Activity, Prohibited Practices, or legal or regulatory obligations.

## **4. Referral Activities and Partner Obligations**

### **General Obligations**

4.1 You are responsible for ensuring that all referral or promotion activity, and Brand Exposure Activity, constitutes Lawful Marketing and complies with Advertising Standards, privacy, data-protection, and electronic communications rules applicable to the jurisdictions targeted by the Advertising Channels. You must conduct any such activity in an honest and professional manner consistent with industry standards and TabTrade's policies

4.2 You must act in good faith toward TabTrade and must not engage in any conduct that could reasonably be expected to damage the reputation, goodwill, or regulatory standing of TabTrade or its Related Parties.

4.3 You are responsible for all costs and expenses incurred in performing your activities under this Agreement.

4.4 You must maintain all required licences, rights, permits, or authorisations applicable to your Advertising Channels and business activities and must comply with all Governing Laws, Advertising Standards, and privacy regulations relevant to your operations.

4.5 You must not circumvent or attempt to circumvent this Agreement or the Tracking Technology by any means, including by

re-routing traffic through unapproved intermediaries, using alternative domains to avoid channel restrictions, or re-labelling campaigns to obtain higher Commission. We may treat any such activity as a Compliance Breach and apply Adjustments, suspend access to the Program, or terminate this Agreement.

4.6 You must not engage in any activity that is fraudulent, misleading, unlawful, unethical, deceptive, or otherwise inconsistent with the intent of this Agreement or TabTrade's policies.

4.7 You must not, directly or indirectly, attempt to subvert, manipulate, or exploit the Program, TabTrade's systems, or any Commission structure for personal or third-party gain.

4.8 You must monitor your operations to ensure continued compliance with this Agreement, and must promptly notify TabTrade of any suspected or actual breach.

### **Compliance and Reporting**

4.9 You must comply with TabTrade's Marketing Guidelines, Brand Compliance Guidelines, and any reasonable instruction issued in writing.

4.10 Participation in the Program does not authorise you to provide financial services, handle client funds, accept applications, open accounts, or provide financial product advice. Your role under this Program is limited to lawful Brand Exposure Activity and referral of traffic.

4.11 We may require you to maintain reasonable records of your marketing and referral activities, including advertising spend, sources of traffic, and proof of

campaign compliance. You must provide such documentation or information to TabTrade upon request within a reasonable timeframe, generally not exceeding five (5) Business Days.

4.12 You must cooperate with TabTrade in any compliance audit, investigation, or review, and must promptly take corrective action if required.

4.13 We may request removal, modification, or disclosure of any promotional activity we deem inconsistent with this Agreement, Governing Laws, or regulatory expectations.

4.14 We may conduct compliance investigations, audits, or reviews of your activities at any time, including analysis of Referred Traffic quality, conversion behaviour, and Marketing Materials.

4.15 You must cooperate fully with any investigation, provide requested information or records promptly, and implement corrective measures as directed by us.

4.16 We may suspend your access to the Program, freeze payments, or withhold Commission during an investigation where there is reasonable suspicion of Fraudulent Activity, Prohibited Practices, or breach of this Agreement.

4.17 If we determine that a breach has occurred, we may apply Adjustments, terminate participation, or pursue legal remedies as appropriate.

### **Cooperation With Authorities**

4.18 Where a regulator, platform operator, or other authority raises a compliance concern, you must cooperate in good faith

to address the issue promptly, including removing or modifying Content when instructed by TabTrade.

4.19 If any regulator or authority contacts you about TabTrade, you must promptly notify TabTrade and forward any related correspondence or request for information where permitted by law.

### **Geographic Restrictions**

4.20 You must not target, solicit, or direct advertising toward persons in Restricted Territories, or towards any person where doing so would be contrary to local law or regulation.

4.21 Where technically feasible, you must implement reasonable controls to reduce the likelihood of Restricted Territory engagement, which may include geolocation rules, negative keywords, or audience exclusions appropriate to the Advertising Channel.

4.22 You must not receive, hold, or process Client funds, deposits, or withdrawals under any circumstances.

### **Tracking and Attribution**

4.23 You acknowledge that Referred Traffic and Qualified Activity are attributed using Tracking Technology supplied or approved by TabTrade or a Third Party Tracking Provider chosen by TabTrade.

4.24 You must use the Referral Links, Promotional Codes, tracking parameters, and implementation instructions provided or approved by TabTrade.

4.25 Our tracking records are final and conclusive for attribution and Commission

calculation unless shown to be incorrect by clear and verifiable evidence.

4.26 Self-referrals, use of unapproved tracking methods, piggybacking on another partner's tracking, or manipulation of Tracking Technology are Prohibited Practices and may result in non-payment, Adjustment, suspension, or termination.

4.27 The specific attribution logic, cookie windows, and deduplication rules are as set out in the Fee Schedule or the Secure Account Portal and may be updated by TabTrade.

### **Acceptance of Traffic**

4.28 We retain sole discretion to determine whether, when, and on what terms to engage with any person arising from Referred Traffic.

4.29 We may reject, defer, or close any Client application, and may restrict or terminate any Client Relationship at any time, without obligation to disclose reasons.

4.30 No Commission is payable for referral of existing or duplicate Clients, reacquisitions that do not meet the Fee Schedule criteria, or where a Client is reasonably determined to be already attributed to another source.

### **Use of Marketing Materials and Brand Assets**

4.31 You may use only those Marketing Materials and TabTrade Brand Assets that have been provided or approved by us for the Program.

4.32 All use of TabTrade Brand Assets must comply with the Brand Compliance

Guidelines and Marketing Guidelines issued by us.

4.33 You must not modify, adapt, reverse engineer, or create derivative works from any Marketing Materials or TabTrade Brand Assets without prior written approval from TabTrade.

4.34 We may revoke your right to use any Marketing Materials or TabTrade Brand Assets at any time, including requiring immediate removal of specific Content or campaigns.

4.35 Upon termination of this Agreement, or upon written request by us, you must promptly remove all Marketing Materials and references to TabTrade from all Advertising Channels and digital assets within seven (7) days.

### **Creation of Promotional Content**

4.36 You may create original promotional Content (such as articles, videos, or advertisements) provided that:

- a. all such Content is factual, accurate, and not misleading;
- b. the Content clearly identifies you as the publisher or advertiser;
- c. all performance claims, trading examples, and testimonials comply with Governing Laws and TabTrade's Content standards; and
- d. prior written approval is obtained from TabTrade before publication, unless otherwise permitted under an agreed Marketing Approval process.

4.37 You must not publish, distribute, or circulate any Content that:

- a. references or compares TabTrade to competitors in a negative or misleading manner;
- b. implies endorsement, partnership, or employment by TabTrade;
- c. includes promises or guarantees of financial returns or trading success; or
- d. uses aggressive, unethical, or deceptive tactics to solicit traffic.

### **Digital Advertising and Paid Media**

4.38 You may conduct paid advertising campaigns (including search, display, social media, or native advertising) only using approved keywords, platforms, and creative materials.

4.39 You must not bid on, purchase, or use TabTrade's trademarks, brand names, or close variants thereof in any advertising keyword, ad title, or display URL without written approval from TabTrade.

4.40 You must not use "TabTrade" or any TabTrade Brand Asset in a way that implies ownership of TabTrade or creates confusion about the source of the advertisement.

4.41 All paid advertisements must comply with relevant advertising regulations, the policies of the advertising platform, and TabTrade's Marketing Guidelines.

4.42 You must immediately cease or modify any advertising campaign upon Notice from TabTrade that the campaign is non-compliant or otherwise objectionable.

## Social Media and Public Communications

4.43 You must ensure that all social media posts, videos, comments, or public communications referencing TabTrade are factual, not misleading, and clearly identify you as an independent partner.

4.44 You must not create, maintain, or operate any social media profile, group, or page that appears to represent TabTrade or its employees.

4.45 You must not engage in public discussions or disputes involving TabTrade, its clients, or competitors. Any reputational issues or complaints must be referred directly to TabTrade's partner support team.

4.46 We may request removal of any Content we deem inconsistent with this Agreement, our policies, or our brand image.

## Websites, Domains, and Landing Pages

4.47 You must not register or use any domain name, subdomain, or URL that includes "TabTrade" or any confusingly similar term, except as expressly authorised in writing by us.

4.48 Any website that you operate which promotes TabTrade must include:

- a. accurate and current disclosure identifying you as an independent marketing partner of TabTrade;
- b. a clear statement that TabTrade does not provide financial advice and that trading involves risk; and

- c. a valid privacy Policy and cookie notice compliant with Governing Laws.

4.49 You must not frame or embed TabTrade's websites or mimic their layout or functionality in a way that may mislead users as to the source or ownership of content.

## Communication With Clients and End Users

4.50 You must not contact any TabTrade Client directly or act as an intermediary in Client communications unless expressly authorised by us in writing.

4.51 You must not provide any trading guidance, recommendations, portfolio management services, or financial product advice.

4.52 You must direct all questions or account-related inquiries from Clients or End Users to our official communication channels.

## Consequences of Breach

4.53 If you engage in any Prohibited Practices, Fraudulent Activity, or material breach of this Agreement, we may, at our discretion do any combination of the following:

- a. withhold, claw back, or offset any Commission;
- b. terminate this Agreement immediately;
- c. suspend your participation in the Program;
- d. pursue damages or equitable relief; or
- e. report the matter to regulatory or law enforcement authorities.

4.54 Any decision by TabTrade under clause 4.53 is final and binding, subject to Governing Laws.

4.55 The remedies in this clause 4.53 are cumulative and do not limit any other rights available to TabTrade under this Agreement or at law.

4.56 We may suspend or restrict access to the Program where we reasonably believe that you are in breach of this Agreement or that continued participation presents a regulatory or reputational risk.

4.57 If we suspend your participation in the Program, we may do any combination of the following:

- a. deactivate Referral Links and access to the Secure Account Portal;
- b. withhold or freeze Commissions pending investigation or corrective action; or
- c. require removal of non-compliant materials or advertisements.

4.58 We may reinstate participation upon satisfactory resolution of the issue or may proceed to termination of the Agreement.

## 5. Prohibited Practices and Fraudulent Activity

### Prohibited Practices

5.1 You must not engage in any of the following activities, which are considered Prohibited Practices:

- a. using Unapproved Content or misleading advertising that implies guaranteed profits, endorsements, or safety of trading;

- b. using TabTrade’s name, logo, trademarks, brand names, or close variants thereof without written approval from us;
- c. targeting or directing traffic from Restricted Territories;
- d. representing TabTrade as providing financial advice or guarantees of profit;
- e. promoting TabTrade on websites or channels containing unlawful, defamatory, obscene, discriminatory, or offensive content;
- f. engaging in spam, unsolicited email, SMS, or direct messaging;
- g. promoting TabTrade in connection with gambling, adult content, or other high-risk industries;
- h. misrepresenting TabTrade’s regulatory status, licences, or trading products;
- i. creating fake or misleading social media profiles or accounts purporting to represent TabTrade or its employees;
- j. using automated or deceptive traffic generation methods, such as bots, click farms, proxy networks, or traffic exchanges;
- k. attempting to manipulate Tracking Technology or interfering with cookie placement or attribution logic;
- l. offering unauthorised rebates, bonuses, gifts, or incentives to induce registration or trading activity;
- m. creating or distributing false testimonials or reviews, or incentivising others to post such content;
- n. publishing unsubstantiated performance data or comparisons with competitors;

- o. engaging in any conduct that violates Advertising Standards, privacy or spam laws, or platform terms of service; or
- p. any conduct that could reasonably be expected to damage TabTrade's reputation, goodwill, or regulatory standing

## Fraudulent Activity

5.2 You must not engage in any of the following activities, which are considered Fraudulent Activity:

- a. registration of accounts using false or duplicate identities or contact details;
- b. generating artificial or automated clicks or impressions;
- c. manipulating trading activity, deposits, or Conversions to inflate Commission;
- d. using bots, scripts, or proxies to simulate user actions;
- e. collusion with Clients or other partners to inflate Commissions or qualify for bonuses;
- f. churning, wash trading, or other artificial transaction generation;
- g. tampering with TabTrade's systems, APIs, or software;
- h. engaging in bonus abuse, collusion, or any activity inconsistent with genuine trading or marketing conduct; or
- i. any other activity that could reasonably be interpreted as being deceptive or manipulative practices which could cause damage to us.

## 6. Commission Structure

### General Terms

6.1 You may be remunerated under one or more Commission Plans, including the CPA model for Affiliate Partners or the Revenue Share model for Introducing Broker Partners, in accordance with the Fee Schedule.

6.2 The Commission payable to you is determined exclusively by TabTrade in accordance with this Agreement and the Fee Schedule, as updated from time to time.

6.3 No verbal or informal arrangement regarding Commission is valid unless confirmed in writing by TabTrade.

6.4 Commission is payable only for Qualified Clients and Qualified Activities verified by TabTrade's Tracking Technology, and subject to our Verification Process.

### CPA Model (Affiliate Partners)

6.5 Under the CPA model, you may receive a fixed amount of Commission (CPA Commission) once a Referred Traffic event results in a Qualified Client.

6.6 We determine, in our sole discretion, whether a particular referral satisfies all Qualification Criteria.

6.7 CPA Commission applies only to first-time Clients who are new to TabTrade and have not previously held or applied for an account with TabTrade or any Related Entity.

6.8 Repeat, duplicate, or re-registered accounts are not eligible for CPA Commission unless explicitly stated otherwise in the Fee Schedule.

6.9 CPA Commission may be offered in a Tiered Commission Plan according to performance, region, or product type, as specified in the Fee Schedule.

6.10 Any CPA Commission paid in error, or where the Qualified Client subsequently fails to meet Qualification Criteria, may be reversed or offset against future payments.

### **Revenue Share Model (Introducing Broker Partners)**

6.11 Under the Revenue Share model, you may earn Commission (Revenue Share Commission) based on the Spread, transaction value, or trading volume generated by Qualified Clients attributed to the Partner.

6.12 The applicable percentage or rate, calculation method, and product-specific parameters are defined in the Fee Schedule.

6.13 Revenue Share Commission is accrued only for Eligible Trades executed by Qualified Clients and is calculated net of adjustments for cancellations, bonuses, reversals, or Fraudulent Activity.

6.14 We may, at our discretion, introduce a hybrid model combining CPA and Revenue Share elements, in which case the Fee Schedule will specify the applicable criteria and payment sequence.

6.15 Revenue Share Commission is subject to review and validation through our tracking and reporting systems and may be adjusted to correct discrepancies, currency conversions, or technical errors.

### **Tiered and Performance-based Plans**

6.16 We may offer Tiered Commission Plans where rates increase or vary based on the number of Qualified Clients, volume of Eligible Trades, or total revenue generated within a Commission Period.

6.17 We may, in our discretion, revise or suspend Tiered Commission Plans at any time with reasonable Notice.

6.18 If a Partner's performance level changes during a Commission Period, the corresponding tier rate will apply prospectively unless otherwise stated in the Fee Schedule.

### **Revenue and Transaction Exclusions**

6.19 The following activities are excluded from Commission calculations unless explicitly authorised in the Fee Schedule:

- a. internal transfers or self-funded accounts;
- b. trading activity conducted under a separate promotional offer;
- c. demo accounts or simulated trading;
- d. trades executed solely for the purpose of generating volume;
- e. trades identified as risk-free, hedged between related accounts, or executed to manipulate rebates; and
- f. any account subsequently closed, restricted, or deemed ineligible by TabTrade for compliance or risk reasons.

6.20 Trades opened while the Client account holds a negative cash balance, or

where the Client account enters a negative cash balance at any time during the holding period of the trade, are not Eligible Trades and do not qualify for Commission, except where the negative cash balance arises solely as a direct result of the closing of that trade.

6.21 Bonus credit, promotional credit, or trading credit does not constitute deposited funds and will not count towards any deposit, funding, retention, trading volume, or Qualification Criteria requirements.

6.22 Where a Qualified Client engages in trading behaviour that TabTrade reasonably determines to be non-genuine or abusive, TabTrade may withhold or adjust Commission relating to that Client.

### **Referral Hierarchy and Attribution**

6.23 If more than one Traffic Referral Partner claims attribution for the same Referred Traffic or Client, TabTrade's tracking records and internal determination are final and conclusive.

6.24 We do not permit sub-affiliation, re-brokering, or the creation of networks of downstream Traffic Referral Partners unless approved in writing.

6.25 If sub-affiliation is approved, the primary Traffic Referral Partner is responsible for all actions and compliance of its sub-partners and indemnifies TabTrade for any breach or loss arising from their conduct.

6.26 We may terminate or restrict any sub-affiliation structure without Notice if it presents compliance or operational risk.

### **Commission Caps and Adjustments**

6.27 We may impose Commission Caps at our absolute discretion.

6.28 We may apply Adjustments to reflect Chargebacks, cancellations, or errors, and may issue a Commission Adjustment Notice accordingly.

6.29 Adjustments and Commission Caps are final once reflected in the reporting provided through the Secure Account Portal.

### **Right of Modification**

6.30 We may modify Commission rates, calculation methods, or Qualification Criteria with Notice to the Traffic Referral Partner.

6.31 Modifications under clause 6.28 take effect from the date specified in the Notice or, if no date is specified, from the start of the next Commission Period.

6.32 Modifications under clause 6.28 do not apply retrospectively to Commissions already validly earned, except where required to address Fraudulent Activity, Prohibited Practices, or legal or regulatory obligations.

## **7. Calculations, Validation, and Payment**

### **Calculation of Commission**

7.1 All Commission is calculated based on data recorded by our Tracking Technology or a Third Party Tracking Provider designated by TabTrade.

7.2 Our systems and records are final and conclusive for determining Referred Traffic, Qualified Clients, Qualified Activities, and the amount of Commission payable, unless you provide clear and verifiable evidence of error within the timeframe specified in clause 7.23.

7.3 Commission is calculated in accordance with the Fee Schedule applicable to your classification (Affiliate Partner or Introducing Broker Partner).

7.4 We may adjust or correct Commission calculations to reflect currency conversions, technical errors, Chargebacks, or Compliance Breaches.

### **Verification Process**

7.5 Any Commission is subject to our Verification Process. Our Verification Process includes, but is not limited to, confirmation that:

- a. the Referred Traffic and resulting Qualified Clients meet all Qualification Criteria;
- b. no Fraudulent Activity or Prohibited Practice occurred;
- c. the Client account remains open, funded, and is an Active Account within the relevant period; and
- d. TabTrade has received all information required to comply with its AML/CTF Requirements and regulatory obligations.

7.6 Our Verification Process is performed after each Commission Period, or more frequently at our discretion.

7.7 We may withhold Commission pending completion of the Verification Process.

### **Commission Approval and Reporting**

7.8 Once our Verification Process is completed, any Commission will be displayed in your Wallet within the Secure Account Portal.

7.9 Commission reports made available in the Secure Account Portal constitute official confirmation of payable amounts for that Commission Period.

7.10 We will not issue physical invoices or payment statements unless required by law or otherwise agreed.

### **Payments**

7.11 Payment of approved Commission is made in accordance with the Payment Schedule specified in the Fee Schedule.

7.12 You must not assign, sell, pledge, or otherwise transfer rights to receive Commission or any other payment under this Agreement without TabTrade's prior written consent. Any unauthorised assignment is void and has no effect against TabTrade.

7.13 Commission is credited to the Traffic Referral Partner's Wallet in USD, unless another currency is expressly approved by us.

7.14 Where Commission is paid in another currency, TabTrade may apply an exchange rate determined by its payment provider, banking partner, or other sources at the time of conversion.

7.15 We are not responsible for exchange rate fluctuations or third-party conversion fees.

7.16 You may request withdrawal of available funds from your Wallet once the Minimum Payout Threshold is met, using the withdrawal methods authorised by us.

7.17 We may pay Commission through alternative methods (including wire transfer, third-party payment processors, or cryptocurrency payment rails) at our discretion.

7.18 All payment processing fees, bank charges, or currency conversion costs are borne by you unless otherwise stated in the Fee Schedule.

7.19 We are not required to reissue or resend payments lost due to incorrect payment details provided by you.

### **Negative Balances and Carryover**

7.20 Where your Commission Balance for a Commission Period is negative due to Adjustments, Chargebacks, or other deductions, the negative balance constitutes a Negative Carryover.

7.21 Negative Carryover may be offset against future Commission until the balance is cleared, as specified in the Fee Schedule.

7.22 We may, at our discretion, waive or reset a Negative Carryover balance in whole or in part.

### **Disputes and Corrections**

7.23 You must notify TabTrade in writing of any Dispute regarding Commission within ten (10) Business Days after the relevant report or Payment Date.

7.24 Disputes must include detailed evidence sufficient to substantiate the

claim, such as traffic logs, campaign data, or tracking records.

7.25 We will review the Dispute in good faith and issue a determination within thirty (30) calendar days.

7.26 If no Dispute is raised within the period specified in clause 7.23, the Commission report and payment are deemed final and accepted by you, but remain subject to any Adjustment or Chargeback by us.

### **Adjustments and Chargebacks**

7.27 We may apply Adjustments or Chargebacks to correct errors, reverse Commission derived from Fraudulent Activity or Prohibited Practices, or comply with regulatory obligations.

7.28 Adjustments may be applied by offsetting against current or future Commission payments, or by direct debit from your Wallet.

7.29 We may issue a Commission Adjustment Notice specifying the reason, date, and amount of the Adjustment.

7.30 Adjustments made in accordance with clause 7.27 are final and binding once reflected in your Wallet balance.

### **Taxes and reporting**

7.31 You are solely responsible for the payment of all taxes, levies, or government charges arising from Commission or other payments received under this Agreement.

7.32 We may withhold or deduct taxes from payments where required by law and will provide reasonable documentation of such withholding upon request.

7.33 You must provide valid tax or business identification details and complete any required tax forms or declarations.

7.34 We may suspend payments until all required tax information is provided.

## 8. Representations and Warranties

### Your Representations and Warranties

8.1 You represent and warrant to us that:

- a. you have full power, authority, and capacity to enter into and perform this Agreement and to carry out the activities contemplated herein;
- b. the execution and performance of this Agreement does not and will not violate any law, agreement, or obligation by which you are bound, including any restrictive covenant, employment, consultancy, shareholder, or confidentiality agreement;
- c. all information provided to us during the Application and throughout the term of this Agreement is true, complete, and accurate in all material respects;
- d. you will conduct all activities lawfully and in compliance with Governing Laws, Advertising Standards, and our policies;
- e. you will not make or imply any statement inconsistent with our legal disclosures, product specifications, or risk warnings;
- f. you have and will maintain all licences, registrations, and

- authorisations necessary for your activities under this Agreement;
- g. you will not directly or indirectly engage in Fraudulent Activity, Prohibited Practices, or conduct likely to damage our reputation or relationships with regulators, partners, or clients; and
- h. you will promptly notify us of any material change to your business, ownership, or control structure, or any event that may affect your ability to perform this Agreement.

8.2 You acknowledge that we have entered into this Agreement in reliance on the representations and warranties set out in this section and that each representation is a continuing warranty for the term of this Agreement.

8.3 If any of your representations or warranties becomes untrue or is breached, you must immediately inform us and take corrective action as required by us.

### Our Representations and Warranties

8.4 We represent and warrant that:

- a. we are duly incorporated and validly exist under the laws of Saint Lucia;
- b. we have the authority and capacity to enter into and perform this Agreement;
- c. we operate the Program in good faith and in accordance with Governing Laws;
- d. we will maintain tracking and reporting systems reasonably designed to record Referred Traffic and calculate Commission accurately and fairly; and

- e. we will act honestly and fairly in assessing eligibility and paying Commission under this Agreement.

8.5 We do not warrant that the Program or any related systems will be uninterrupted or error-free, and disclaims all implied warranties to the maximum extent permitted by law.

### **Continuing Obligations**

8.6 Each Party must promptly notify the other if it becomes aware of any circumstance that renders a representation or warranty false or misleading.

8.7 Each Party must co-operate with the other to remedy or mitigate any breach of a representation or warranty.

8.8 Breach of a representation or warranty constitutes a material breach of this Agreement and entitles the non-breaching Party to exercise its rights to terminate the agreement.

## **9. Confidentiality and Data Protection**

### **Confidentiality Obligations**

9.1 Each Party must keep confidential all Confidential Information obtained from the other Party in connection with this Agreement and must not use or disclose that information except as permitted under this Agreement or required by law.

9.2 Each Party must take all reasonable steps to protect the other Party's Confidential Information from

unauthorised access, disclosure, copying, or use, including maintaining appropriate physical, electronic, and procedural safeguards.

9.3 Confidential Information may only be disclosed to employees, contractors, or professional advisers who have a legitimate need to know and are bound by confidentiality obligations no less strict than those contained in this Agreement.

9.4 The obligation of confidentiality continues after termination of this Agreement and for as long as the information remains confidential in nature.

### **Permitted Disclosures**

9.5 A Party may disclose Confidential Information:

- a. to comply with any law, regulation, or order of a competent authority or court;
- b. where disclosure is required to its professional advisers for the purpose of obtaining legal, accounting, or compliance advice;
- c. to its Related Parties or service providers strictly to the extent necessary to perform obligations under this Agreement, provided they are subject to equivalent confidentiality obligations; or
- d. with the prior written consent of the disclosing Party.

9.6 Where disclosure is required by law, the receiving Party must (to the extent legally permitted) notify the disclosing Party in advance and cooperate to limit the scope of disclosure.

## Return or Destruction of Information

9.7 Upon termination of this Agreement or upon request, the receiving Party must promptly return or securely destroy all Confidential Information of the disclosing Party in its possession, including all copies, extracts, and derivatives.

9.8 The receiving Party may retain one copy of Confidential Information if required to comply with legal or regulatory obligations or for archival purposes, subject to continuing confidentiality obligations.

## Data Protection and Privacy

9.9 You must collect, store, and process Personal Data only in accordance with Governing Laws and TabTrade's Privacy Policy.

9.10 You must not sell, share, or disclose Personal Data of any End User, Referred Traffic, or Client to any third party except where legally required or expressly authorised by TabTrade.

9.11 You must ensure that all systems, networks, and databases used in connection with the Program are secure, protected against unauthorised access, and compliant with industry standards for data protection.

9.12 If you become aware of a Data Breach or Security Incident affecting Personal Data collected or processed in connection with the Program, you must:

- a. notify TabTrade within forty-eight (48) hours of discovery;

- b. provide full details of the nature, scope, and impact of the breach; and
- c. cooperate fully with TabTrade and any regulator in investigating, mitigating, and remediating the incident.

9.13 You must not send, transmit, or transfer Personal Data outside of its jurisdiction or to any Restricted Territory without ensuring appropriate safeguards consistent with Governing Laws.

## Ownership and Use of Data

9.14 All data relating to Referred Traffic, Clients, Qualified Activities, and transactions generated under this Program remains the exclusive property of TabTrade.

9.15 You have no ownership or proprietary interest in such data and may not access, copy, or use it except as expressly authorised in writing by TabTrade.

9.16 We may use and share aggregated or anonymised data for analytical, commercial, or compliance purposes, provided such data does not identify any individual Traffic Referral Partner or Client.

## Public Statements and Announcements

9.17 You must not make any public announcement, press release, or communication regarding this Agreement or your relationship with us without prior written approval.

9.18 We may publicly disclose your name or general information about the Program for legitimate business or promotional

purposes, unless you provide written Notice objecting to such disclosure.

## Survival

9.19 The obligations in this Section survive termination of this Agreement and continue for as long as the Confidential Information or Personal Data remains confidential or protected under Governing Laws.

# 10. Intellectual Property and Brand Usage

## Ownership of Intellectual Property

10.1 All Intellectual Property Rights in the TabTrade Brand Assets, TabTrade Platform, Secure Account Portal, Tracking Technology, Fee Schedule, Marketing Materials, and all related documentation, data, or software are and remain the exclusive property of TabTrade or its licensors.

10.2 Nothing in this Agreement transfers or assigns any Intellectual Property Rights to you.

10.3 You acknowledge that any goodwill arising from use of the TabTrade Brand Assets under this Agreement accrues exclusively to TabTrade.

## Limited licence to Use Brand Assets

10.4 We grant you a limited, non-exclusive, non-transferable, revocable licence to use the TabTrade Brand Assets and approved Marketing Materials solely for the purpose of promoting TabTrade and referring traffic under this Agreement.

10.5 This licence is conditional upon your full compliance with this Agreement, the Brand Compliance Guidelines, and any written instructions provided by us.

10.6 You must not sub-license, assign, or otherwise allow any third party to use the TabTrade Brand Assets without our prior written consent.

10.7 You must not use TabTrade's name, logo, trademarks, or Brand Assets except as authorised in writing.

10.8 TabTrade may revoke or modify the licence at any time upon written Notice, and you must immediately cease use of the TabTrade Brand Assets upon request.

## Restrictions on Use

10.9 You must not:

- a. alter, modify, or distort any TabTrade Brand Assets or Marketing Materials;
- b. use the TabTrade Brand Assets in a misleading, disparaging, or defamatory manner;
- c. use any trademark, domain name, or social media handle that includes or resembles "TabTrade" or any confusingly similar word or logo without written authorisation;
- d. register or attempt to register any intellectual property incorporating or resembling TabTrade's Intellectual Property Rights; or
- e. use the TabTrade Brand Assets in connection with any unlawful, unethical, or high-risk products or services.

10.10 Any unauthorised use of the TabTrade Brand Assets constitutes a material breach of this Agreement and

may result in immediate termination and legal action.

10.11 We may issue a takedown request, Notice of breach, or legal action in respect of any unauthorised or infringing use.

### **Partner-created Content and Derivative Works**

10.12 If you create any promotional materials, Content, or derivative works referencing TabTrade, such materials:

- a. must comply with this Agreement and all TabTrade approval procedures;
- b. must not misrepresent TabTrade's services, performance, or regulatory status; and
- c. automatically become the property of TabTrade upon creation, to the extent they incorporate or rely upon TabTrade Brand Assets, Marketing Materials, or Confidential Information.

10.13 You hereby assign to TabTrade all Intellectual Property Rights in any such materials created under or in connection with this Agreement, and agree to execute any documents reasonably necessary to perfect that assignment.

### **Ownership of Partner Materials**

10.14 You retain ownership of your pre-existing intellectual property, including trademarks, trade names, and marketing assets that do not incorporate TabTrade Brand Assets or Confidential Information.

10.15 Nothing in this Agreement grants us ownership of your independent brand or content, except as provided in clause 10.12 and 10.13.

### **Monitoring and Enforcement**

10.16 We may monitor your use of our Intellectual Property Rights and Marketing Materials to ensure compliance.

10.17 You must cooperate with TabTrade in resolving any unauthorised, infringing, or misleading use of TabTrade Brand Assets or Marketing Materials.

10.18 Upon request, you must promptly remove, modify, or cease using any content that we consider non-compliant or potentially harmful to our reputation or Intellectual Property Rights.

### **Termination of Licence**

10.19 Upon termination or expiry of this Agreement, or upon written Notice from us, the licence granted by us under this section immediately terminates.

10.20 Upon termination of the license granted by us in this section, you must immediately:

- a. cease all use of TabTrade Brand Assets and Marketing Materials;
- b. remove all references to TabTrade from websites, advertising, and communications; and
- c. destroy or delete all Marketing Materials and related assets unless otherwise directed in writing by us.

10.21 Continued use of TabTrade Brand Assets after termination of the license granted in this Section constitutes unauthorised use and infringement of Intellectual Property Rights.

## **11. Indemnity and Liability**

## Indemnity by You

11.1 You indemnify and hold harmless TabTrade, its Related Entities, and Related Parties from and against all losses, damages, liabilities, penalties, fines, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- a. any breach of this Agreement, the Fee Schedule, or any Policy by you or your representatives;
- b. any breach of Governing Laws, Advertising Standards, or data-protection obligations;
- c. any Fraudulent Activity, Prohibited Practice, or misrepresentation by you;
- d. any unauthorised use or infringement of TabTrade's Intellectual Property Rights, Brand Assets, or Confidential Information; and
- e. any negligent or unlawful act or omission by you or your Related Parties in connection with this Agreement.

11.2 The indemnity in clause 11.1 extends to third-party claims against us arising from your conduct, including claims by Clients, regulators, payment providers, or other partners.

11.3 We may, at our discretion, set off or deduct any indemnifiable amount from unpaid or future Commission, or require direct reimbursement.

## Indemnity by Us

11.4 We indemnify you and hold you harmless from and against all direct losses, damages, and liabilities arising

solely from our breach of this Agreement, negligence, or wilful misconduct.

11.5 The indemnity in clause 11.4 does not extend to indirect, consequential, or speculative losses, nor to any loss arising from actions taken by us in good faith under this Agreement.

## Limitation of liability

11.6 To the maximum extent permitted by law, TabTrade is not liable to the Traffic Referral Partner for:

- a. loss of profit, revenue, or anticipated savings;
- b. loss of business opportunity, goodwill, or reputation;
- c. indirect, consequential, or special damages of any kind; or
- d. loss or corruption of data, or system downtime.

11.7 Our total aggregate liability to you in connection with this Agreement (whether in contract, tort, negligence, or otherwise) is limited to the total Commission paid to you in the three (3) months immediately preceding the event giving rise to the claim.

11.8 Nothing in this Agreement excludes or limits liability for fraud, wilful misconduct, or any liability that cannot be excluded by law.

## No Warranty of Continuous Service

11.9 We do not warrant that our websites, systems, Tracking Technology, Secure Account Portal, or the Program will be available without interruption or error.

11.10 We are not responsible for any delay, malfunction, or suspension of

services caused by events beyond our reasonable control, including network outages, software errors, maintenance, or third-party failures.

### **No Warranty of Results or Profit**

11.11 We make no representation or warranty that participation in the Program will result in any specific level of traffic, Conversions, Commission, or financial outcome.

11.12 You acknowledge that success in the Program depends on your own marketing efforts, compliance, and performance.

### **Notice of Claims and Cooperation**

11.13 A Party seeking indemnification under this Section must promptly notify the other Party in writing of any claim or potential claim.

11.14 The indemnifying Party may assume control of the defence and settlement of the claim, provided that the indemnified Party may participate at its own expense.

11.15 Each Party must cooperate fully in the defence of any claim, including providing documents, information, and reasonable assistance.

### **Survival**

11.16 The indemnities and limitations of liability in this Section survive termination or expiry of this Agreement.

## **12. Suspension and Termination**

### **Suspension by Us**

12.1 We may suspend your participation in the Program immediately, with or without Notice, where we reasonably believe that:

- a. you have breached this Agreement, the Fee Schedule, or any Policy;
- b. there is suspected Fraudulent Activity, Prohibited Practices, or a Compliance Breach;
- c. continued participation may expose us to legal, regulatory, or reputational risk; or
- d. you have failed to respond to a request for information or documentation within a reasonable timeframe.

12.2 During suspension, we may do any combination of the following:

- a. deactivate your Referral Links and tracking access;
- b. restrict or suspend access to the Secure Account Portal and your Wallet; or
- c. withhold or freeze Commission pending investigation or corrective action.

12.3 We will notify you of the reason for suspension and may request corrective actions or additional documentation to reinstate participation.

12.4 We may lift the suspension at our discretion upon satisfactory resolution of the issue.

### **Termination by Us**

12.5 We may terminate this Agreement immediately by written Notice if:

- a. you commit a material breach of this Agreement;
- b. you engage in Fraudulent Activity, Prohibited Practices, or conduct likely to damage TabTrade’s reputation;
- c. you fail to remedy a breach within ten (10) Business Days of receiving written Notice from TabTrade;
- d. you become insolvent, cease business, or are subject to liquidation or bankruptcy proceedings; or
- e. required by Governing Laws, regulatory authority, or court order.

- b. cease use of all TabTrade Brand Assets and Confidential Information; and
- c. destroy or return any Confidential Information or materials provided by us.

12.6 We may also terminate this Agreement for convenience by providing thirty (30) days’ written Notice.

12.11 We will calculate and pay any validly earned Commission accrued prior to the termination date, subject to:

- a. completion of the Verification Process; and
- b. deduction of any Adjustments, Chargebacks, or outstanding amounts owed to us.

**Termination by You**

12.7 You may terminate this Agreement for convenience by giving us thirty (30) days’ written Notice.

12.12 Commission will not accrue after the termination date, and no payments will be made for Qualified Activities completed after termination.

12.13 Any Commission arising from Fraudulent Activity, Prohibited Practices, or accounts later determined to be invalid will be forfeited.

12.8 You must immediately cease use of TabTrade Brand Assets, Referral Links, and Marketing Materials upon giving Notice of termination.

**Post-termination Obligations**

12.14 You remain bound by the confidentiality, data protection, intellectual property, indemnity, and limitation of liability clauses of this Agreement.

**Consequences of Termination**

12.9 Upon termination, all rights and licences granted under this Agreement immediately cease.

12.15 You must cooperate with us in resolving any ongoing investigations, audits, or regulatory inquiries initiated prior to termination.

12.10 Upon termination, you must:

- a. immediately remove all Referral Links, Marketing Materials, and references to TabTrade from all Advertising Channels and websites;

**Effect of Termination on Clients**

12.16 Termination of this Agreement does not affect the relationship between TabTrade and any Client.

12.17 You acknowledge that all Clients introduced through Referred Traffic remain the exclusive Clients of TabTrade, and you have no rights or claims in respect of such Clients.

### **Survival**

12.18 Any rights or obligations which by their nature are intended to survive termination, including clauses relating to confidentiality, data protection, intellectual property, indemnity, and limitation of liability, continue in full force and effect.

## **13. No Partnership or Agency**

### **Independent Contractor Status**

13.1 You participate in the Program as an independent contractor. Nothing in this Agreement creates or is intended to create a partnership, joint venture, employment, fiduciary, or agency relationship between the Parties.

13.2 You are solely responsible for all costs, expenses, and taxes incurred in connection with your participation in the Program.

13.3 You are not entitled to any employee benefits, insurance coverage, or other rights provided to TabTrade's employees.

### **No Authority to Bind TabTrade**

13.4 You have no authority to represent, bind, or make commitments on behalf of TabTrade in any capacity.

13.5 You must not hold yourself out as having such authority or as being an

employee, representative, or agent of TabTrade.

13.6 Any Unauthorised Representation, statement, or commitment made by you is void and does not bind TabTrade in any way.

### **No Joint Liability**

13.7 The Parties acknowledge that their obligations under this Agreement are several and not joint.

13.8 Neither Party is liable for the debts, liabilities, or obligations of the other, except to the extent expressly provided in this Agreement.

### **No Exclusivity or Franchise**

13.9 Participation in the Program is non-exclusive. TabTrade may enter into similar agreements with other partners, affiliates, or entities without limitation.

13.10 This Agreement does not constitute a franchise, distribution, or agency arrangement, and no franchise fees or similar payments are required or implied.

### **Good Faith Cooperation**

13.11 The Parties agree to act in good faith and cooperate with each other to fulfil the intent of this Agreement.

13.12 Nothing in this clause limits either Party's right to operate independently or to engage in other lawful business activities unrelated to this Program.

## **14. Force Majeure and Assignment**

## Force Majeure Events

14.1 Neither Party is liable for any failure or delay in performing its obligations under this Agreement (except for payment obligations) where such failure or delay is caused by a Force Majeure Event.

14.2 The affected Party must notify the other Party as soon as reasonably practicable after becoming aware of a Force Majeure Event, providing details of the nature, expected duration, and impact of the event.

14.3 The affected Party must use reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance of its obligations as soon as practicable.

14.4 If a Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate this Agreement by giving written Notice to the other.

## Assignment by Us

14.5 TabTrade may assign, transfer, novate, or otherwise deal with its rights and obligations under this Agreement, in whole or in part, to:

- a. any of its Related Entities; or
- b. any successor entity resulting from a merger, acquisition, corporate reorganisation, or sale of assets.

14.6 We will provide written Notice to you of any assignment or transfer that materially affects your rights or obligations under this Agreement.

14.7 You acknowledge that such assignment or novation does not constitute a breach of this Agreement or

entitle it to terminate participation in the Program.

## Assignment by You

14.8 You must not assign, transfer, or otherwise deal with any of your rights or obligations under this Agreement without TabTrade's prior written consent.

14.9 Any purported assignment or transfer in breach of this clause is void and has no effect.

14.10 We may withhold consent to an assignment at its absolute discretion, including where the proposed assignee does not meet TabTrade's eligibility, compliance, or suitability standards.

## Change of Control

14.11 You must promptly notify TabTrade in writing of any proposed or actual change in ownership, control, or management of your business.

14.12 We may, at our discretion, treat a change of control as an assignment and:

- a. require the new owners or controllers to submit a fresh Application for approval; or
- b. terminate this Agreement immediately upon written Notice.

## Successors and Permitted Assigns

14.13 This Agreement binds and benefits the Parties and their respective successors, permitted assigns, and legal representatives.

14.14 References to a Party include its successors and permitted assigns, unless the context otherwise requires.

## 15. Governing Law and Dispute Resolution

### Governing Law

15.1 This Agreement is governed by and construed in accordance with the laws of Saint Lucia.

15.2 Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Saint Lucia and any courts of appeal therefrom.

15.3 Nothing in this clause prevents TabTrade from seeking interim or injunctive relief in any other jurisdiction to protect its rights, Confidential Information, or Intellectual Property Rights.

### Good Faith Negotiation

15.4 The Parties must use reasonable efforts to resolve any Dispute arising out of or in connection with this Agreement through good faith negotiation.

15.5 Either Party may initiate negotiation by giving written Notice of the Dispute to the other Party, describing the issue in reasonable detail.

15.6 Senior representatives of each Party must meet (whether in person or electronically) within ten (10) Business Days of the Notice to attempt resolution.

15.7 If the Dispute is not resolved within twenty (20) Business Days after Notice, either Party may refer the matter to mediation or commence proceedings in accordance with this Section.

### Mediation

15.8 The Parties may agree to refer the Dispute to confidential mediation before a mediator jointly appointed by the Parties.

15.9 The costs of mediation will be shared equally unless otherwise agreed.

15.10 If mediation is not agreed within ten (10) Business Days after the failure of negotiation, or if mediation does not result in settlement within thirty (30) days, either Party may commence legal proceedings.

### Court Proceedings

15.11 Subject to clauses 15.8, 15.9, and 15.10, any Dispute not resolved through negotiation or mediation must be submitted to the courts of Saint Lucia, which have non-exclusive jurisdiction.

15.12 Each Party waives any objection to the venue or forum on the grounds of inconvenience or otherwise.

### Injunctive and Equitable Relief

15.13 Either Party may seek interim, injunctive, or equitable relief in any jurisdiction where necessary to protect its rights, prevent unauthorised use of Confidential Information, or preserve Intellectual Property Rights.

15.14 The pursuit of such relief does not waive or prejudice any other right or remedy available under this Agreement or at law.

### Time Limitation

15.15 Any claim arising under or in connection with this Agreement must be brought within one (1) year of the event giving rise to the claim, unless otherwise required by law.

## Continued Performance

15.16 Pending resolution of any Dispute, each Party must continue to perform its obligations under this Agreement to the extent reasonably possible.

## 16. General Provisions

### Notices

16.1 Any Notice required or permitted under this Agreement must be in writing and may be delivered by hand, courier, email, or through the Secure Account Portal.

16.2 A Notice is deemed to be received:

- a. if delivered by hand or courier on the date of delivery;
- b. if sent by email and at the time the email is successfully transmitted, provided no error or bounce message is received; or
- c. if posted in the Secure Account Portal at the time of publication.

16.3 Each Party must maintain up-to-date contact details and promptly notify the other Party of any changes.

16.4 Notices sent outside Business Hours are deemed received at the start of the next Business Day.

### Amendments and Variations

16.5 We may amend, supplement, or replace any term of this Agreement, the Fee Schedule, or any Policy by giving written Notice or posting the updated version in the Secure Account Portal.

16.6 Unless otherwise stated, amendments take effect from the start of the next Commission Period following Notice.

16.7 Continued participation in the Program after Notice of amendment constitutes acceptance of the revised terms.

16.8 You may not amend or modify this Agreement without the prior written consent of TabTrade.

### Entire Agreement

16.9 This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, proposals, representations, or agreements relating to its subject matter.

16.10 Each Party acknowledges that it has not relied on any statement or representation not expressly set out in this Agreement.

### Legal and Regulatory Cooperation

16.11 We may disclose information regarding a Traffic Referral Partner's activities to any regulatory or law enforcement authority where we reasonably believe such disclosure is necessary to comply with Governing Laws or to protect TabTrade's legitimate interests.

16.12 You waive any claim arising from disclosures detailed in clause 16.11 that are made in good faith and you acknowledge that TabTrade's obligations to regulators take precedence over this Agreement.

### Severability

16.13 If any provision of this Agreement is held to be invalid, unlawful, or unenforceable, the remaining provisions continue in full force and effect.

16.14 The Parties must negotiate in good faith to replace any invalid provision with one that is valid and reflects the intended commercial outcome as closely as possible.

### **Waiver**

16.15 No failure or delay by a Party in exercising any right, power, or remedy under this Agreement constitutes a waiver of that right, power, or remedy.

16.16 A waiver is effective only if made in writing and signed by the waiving Party.

16.17 A waiver of one breach or default does not operate as a waiver of any subsequent breach or default.

### **No waiver of rights**

16.18 The rights, powers, and remedies provided in this Agreement are cumulative and in addition to any rights, powers, or remedies provided by law.

16.19 The exercise or partial exercise of a right does not preclude further exercise of that or any other right.

### **Relationship of Documents**

16.20 In the event of any inconsistency between this Agreement, the Fee Schedule, or any Policy, the following order of precedence applies:

- a. this Agreement;
- b. the Fee Schedule; and

- c. any Policy or communication issued by TabTrade.

16.21 We may specify a different order of precedence by written Notice.

### **Counterparts and Electronic Execution**

16.22 This Agreement may be executed in counterparts, each of which constitutes an original and together form one instrument.

16.23 The Agreement may be accepted electronically, including through online acceptance, digital signature, or confirmation within the Secure Account Portal, and such acceptance is binding on the Parties.

### **Further Assurances**

16.24 Each Party must, at its own expense, do all things and execute all documents reasonably necessary to give full effect to this Agreement.

### **Costs and Expenses**

16.25 Each Party bears its own costs and expenses incurred in connection with the negotiation, preparation, and execution of this Agreement.

### **Conflicts of Interest**

16.26 You must avoid situations in which personal or business interests could result in a Conflict of Interest.

16.27 You must disclose to TabTrade any relationships, affiliations, or agreements that could create a potential Conflict of Interest, including relationships with

competing brokers, affiliates, or service providers.

## **Survival**

16.28 Any provision that by its nature is intended to survive termination, including those relating to confidentiality, data protection, intellectual property, indemnity, and limitation of liability, continues in effect after termination.

## **Language and Interpretation**

16.29 This Agreement is drafted in English. In the event of any discrepancy between this English version and any translation, the English version prevails.

16.30 Headings are for convenience only and do not affect interpretation.

16.31 Words importing the singular include the plural and vice versa, and references to persons include natural persons, companies, and other legal entities.

## **Execution and Acceptance**

16.32 By submitting an Application, activating participation, or accessing the Secure Account Portal or Partners Tracking Portal, you acknowledge and agree to be bound by the terms of this Agreement.