



**PRIME XBT**

**AFFILIATE  
AGREEMENT**

This Agreement is made between:

A. Prime XBT Trading Services LLC (PrimeXBT) with registered address First floor, First St. Vincent Bank Ltd Building, James street, Kingstown, St. Vincent and the Grenadines

B. Any person being either a natural person or a legal entity, who has successfully opened an Affiliate account on <https://my.primexbt.com/signup> and agreed to the current terms and conditions.

Collectively hereinafter referred to as the “Parties” or individually a “Party”.

**IF YOU HAVE OBJECTIONS TO ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCESS AND/OR USE SERVICES IN ANY WAY AND INFORM US IN WRITING IMMEDIATELY.**

## 1. Definitions

1.1 Unless otherwise expressly provided in the Affiliate Offer (as defined below), the terms used in the Agreement shall have the meanings ascribed to them below:

- **Affiliate** – Any person being either a natural person or a legal entity, who has successfully opened an Affiliate account on <https://my.primexbt.com/signup>
- **Affiliate Account** – Affiliate account accessible from <https://my.primexbt.com/>
- **Affiliate Offer** – performance-based program available in the Affiliate Account in which PrimeXBT rewards one or more Affiliates for each user, viewer, client, Registered User, Unqualified Trader and/or Unique Qualified Trader or customer brought by the Affiliate's own marketing efforts. Each offer confirms the details of the services to be provided by the Affiliate to PrimeXBT, in accordance to the provisions of the Agreement, including without limitation to (i) the start and finish dates, (ii) the online advertising pricing model to be used, (iii) the internet advertising model to be used, (iv) payment terms, (v) Tracking, and (vi) Campaign details, as applicable.
- **Agreement** – the present Agreement including any Annexes and/or Appendices attached herein as this may, from time to time, be amended or replaced.

- **Acquisition or Payment Events** – any such action as will be agreed by the Parties in the Affiliate Offer, which can include but not be limited to actions such as a user clicks, leads, impressions, installs, registration of Unique Qualified Trader form submission, a subscription to a newsletter, a response to a request for information, or another mechanism for identifying potential Unique Qualified Traders etc.
- **Campaign** – any advertising campaign launched for the benefit of PrimeXBT the characteristics of which correspond and are in accordance to the terms and conditions set out in the Agreement and to the instructions of PrimeXBT.
- **Channel** – the Affiliate’s global advertising platform which may include without limitation: (i) websites owned or operated by the Affiliate, (ii) mobile applications or mobile websites owned or operated by the Affiliate, and/or (iii) the Affiliate’s affiliate network.
- **Commission** – the Fees, the CPA Commission, Incentive Commission Rates and/or any other rates that may be agreed in the Affiliate Offer and/or a flat fee for any Acquisition. Each commission rate depends on the Unique Qualified Trader’s platform and geolocation.
- **CPA Commission** – the list of rates/commission, as amended from time to time, which is made available by PrimeXBT to the Affiliate via the Affiliate Account and/or by any other means and which constitutes at all times an integral part of the Agreement.
- **CPA** – cost per Acquisition and is an online advertising pricing model under which the Affiliate, subject to the provisions set out herein, shall be paid by PrimeXBT on a Commission per Acquisition basis, provided that the terms and conditions of the Agreement are satisfied.
- **CPC** – valid cost per click and is an internet advertising model used to direct traffic to PrimeXBT’s website and/or mobile applications by way of user clicks on the Marketing Material disseminated through the Channel. Valid CPC means a click that may be deemed valid by PrimeXBT when it meets certain criteria, as agreed in the Agreement.
- **CPI** – valid cost per install and is an internet advertising model used to advertise and eventually direct traffic to, PrimeXBT’s mobile applications by way of placement and display through the Channels of advertisements using the Marketing Material, to a user while viewing, including without limitation, a webpage, a mobile application and/or website, affiliate network etc. Valid CPI means an impression/install that may be deemed valid by PrimeXBT when it meets certain criteria, as agreed in the Agreement.

- **CPM** – valid Cost Per Mile impressions (one thousand impressions) and is an internet advertising model used to advertise and eventually direct traffic to PrimeXBT's Website and Platform by way of placement and display through the Channels of advertisements using the Marketing Material, to a user while viewing, including without limitation, a webpage, a mobile application or website, affiliate network etc. Valid CPM means a thousand impressions that may be deemed valid by PrimeXBT when it meets certain criteria, as agreed in the Agreement.
- **CPL** – valid cost per lead and is an online advertising pricing model used to primarily attract and/or accomplish the registration of a Registered User (as defined below) and/or any other Acquisition as specified in the Affiliate Offer. Valid CPL means a referral of a Referred User which has completed successfully his Registration DOI in accordance with the terms and conditions of the Agreement.
- **Connected person** – the Affiliate or any other person associated (either directly and/or indirectly with the Affiliate) including any member of the Affiliate's family, any legal person (of any form or manner) whether incorporated or not, whether directly or indirectly controlled, controlling or under common control with the Affiliate
- **Data Protection Legislation** – the applicable local legislation with regards to the protection of personal data and any other directly applicable regulation relating to privacy (DPA).
- **Fees** – the fees that may be agreed from time to time in the Affiliate Offer, for any Services.
- **Fraudulent Traffic** – means any deposits, revenue or traffic generated via, including but not limited to, (i) unauthorized and/or illegal means/actions, (ii) other means/actions which are in breach of the Marketing Guidelines, (iii) using cashback schemes made by the Affiliate or the Affiliate's affiliates, irrespective of whether any loss and/or damage has been caused or not. Fraudulent Traffic includes, but is not limited, to any unauthorized use of any account, copyright, trademark, right, false advertising, Unsolicited Promotions, deposits generate by stolen credit cards/cryptocurrency and manipulation of the Services and the Agreement or any other offering of PrimeXBT by the Affiliate directly or indirectly.
- **Commission Rates** – the list of rates/commission applicable for Unique Traders, as amended from time to time, which is made available by PrimeXBT to Affiliate via the Affiliate Account and/or by any other means and which shall constitute at all times an integral part of the Agreement.
- **Marketing Guidelines** – the marketing guidelines issued by PrimeXBT.
- **Marketing Material** – all advertising, marketing and promotional elements and

material including, but not limited to, multimedia images, video banners, graphics, text, data, creative material, tags, videos, logos, links, statements, information, circulars or other objects (i) originated by, or transmitted from, the PrimeXBT to the Affiliate, or integrated into the Platform or made available through the Affiliate Account and/or (ii) developed by the Affiliate on in accordance to the Marketing Guidelines and following approval by PrimeXBT, as applicable, in order to promote PrimeXBT's products and services.

- **Payment** means any Fees/Commission owed by the PrimeXBT under the Agreement.
- **Personal data, or personal information**, – any information about an individual from which that person can be identified. It does not include data where the identity has been removed (known as “anonymous data”).
- **Platform** – the electronic trading facility offered by PrimeXBT and/or its affiliated entities through which a Unique Qualified Trader may send information including prices, orders, bids, offers and executions for the purpose of trading with or through PrimeXBT or its affiliated entities.
- **Registration SOI** – first time registration for an PrimeXBT trading account.
- **Registration DOI** – Registration SOI and once the verification of the email used during the registration on the Platform is confirmed/verified.
- **Registered User** – a New User who completes Registration and opens a trading account with PrimeXBT.
- **Services** – Any Acquisition through CPC, CPI, CPM, and/or CPL by the dissemination of the Marketing Material through Channels.
- **Tracking** – the calculation of Acquisitions/Payment Events of any Campaign for Payment purposes through the Affiliate Account, PrimeXBT's website and/or through any tracking tool used by PrimeXBT
- **Unqualified Trader** – a Registered User who has made a FTD (as defined below) into his/her PrimeXBT trading account but is not designated as a Qualified Trader User (as defined below).
- **Unique Qualified Trader** – a user/trader who accumulates enough value points on PrimeXBT platform. The System filters certain activities and actions performed by a user through his trading account; such activities include but are not limited to trading, depositing, navigating the Platform, using of trading indicators, watching tutorial videos etc. Each activity carries value points according to its nature and in combination to performance frequency of an Activity; the System allocates such value points to the user and, when a user accumulates enough value points, the

System automatically designates him as a Qualified Trader User depending on the specific Affiliate Offer.

1.2 A person includes natural person, corporate or unincorporated body, including that person's personal representatives.

1.3 Any word that has not been defined herein shall have the meaning given to them in the Affiliate Offer, as the case may be.

1.4 Any references to termination shall include the immediate closure/deregistration/block of the corresponding Affiliate Account and any references to cancellation shall include the blocking of the corresponding Affiliate Account, in both instances, upon PrimeXBT's sole discretion.

1.5 Any references to it or its, shall include references to she/her and he/him.

1.6 Headings and appendices have been incorporated for ease of reference only and shall not affect the interpretation of the Agreement.

1.7 All Appendices shall form an integral part of the Agreement.

## 2. Registration

2.1 The Agreement shall come into effect the date on which all of the following conditions are met (the "Date"):

2.1.1. the Affiliate completes the registration form which is available at <https://affiliate.PrimeXBT.com> or any other form as may be designated by PrimeXBT;

2.1.2. the Affiliate accepts the terms and conditions set out in the Agreement;

2.1.3. an Affiliate account with PrimeXBT is created and Affiliate is able to access it through <https://affiliate.PrimeXBT.com> by using his email address and password

For the avoidance of doubt, it is in PrimeXBT's absolute discretion to determine whether any application for registration for an Affiliate Account shall be approved or rejected hence whether any person, legal or natural, shall be accepted as an Affiliate. PrimeXBT may accept or reject your application at its sole discretion for any or no reason.

## 3. Engagement and restrictions

In consideration of the engagement of the Affiliate by the PrimeXBT, the Affiliate confirms and undertakes the following:

3.1 During the term of the Agreement, the Affiliate undertakes to use its best efforts in good faith to actively and effectively market and promote PrimeXBT and/or PrimeXBT's affiliated entities' websites, services and Platform, through the Channel and in accordance with the terms and conditions of the Agreement.

3.2 PrimeXBT hereby grants to the Affiliate and the Affiliate hereby accepts from PrimeXBT a non-exclusive, personal, non-transferable, non-assignable, and non-sub-licensable right to display, use and disseminate the Marketing Material and/or any other material that may be approved by PrimeXBT from time to time, through or in the Channel for the sole purpose of the Services and for promoting and marketing PrimeXBT's services and/or the Platform, in accordance with the terms and conditions of the Agreement.

3.3 The Affiliate hereby irrevocably agrees, undertakes and acknowledges that:

3.3.1 the Marketing Material remains at all times the property of PrimeXBT;

3.3.2 the Agreement does not confer any right of ownership in the Marketing Material and/or any of PrimeXBT's brands and/or domain names and all use therefore by the Affiliate shall inure to the benefit of PrimeXBT;

3.3.3 it shall not now, or in the future, attempt to register or procure the registration of any PrimeXBT brand and/or domain name and/or contest the validity of PrimeXBT's brands or use any term or mark confusingly similar to any of PrimeXBT's brands;

3.3.4 any rights not granted under the Agreement to the Affiliate by PrimeXBT (if any) are expressly reserved by PrimeXBT.

3.4 PrimeXBT shall have the sole and absolute discretion in connection with the rejection and/or refusal of any client's and/or Unique Qualified Trader's registration and/or trading with PrimeXBT.

3.5 PrimeXBT reserves the right to take legal action against the Affiliate in the event that it shall attempt to manipulate in any way PrimeXBT and/or the Platform and/or abuse in any way the Services and/or the Agreement.

3.6 By accepting the Agreement, the Affiliate hereby undertakes and covenants that it shall hold PrimeXBT harmless from any liability and/or indirect losses of the Affiliate and/or of affiliates and/or of its subcontractors and/or of any third parties involved by the Affiliate.

#### **4. Affiliate's representations, undertakings and warranties**

The Affiliate hereby irrevocably undertakes, confirms, covenants, represents, warrants and agrees that:

- 4.1 it has all requisite authorities to enter into the Agreement and to be fully bound hereby and all necessary action has been taken by it in connection hereon.
- 4.2 if the Affiliate is a company or a legal entity, it is duly organized, validly existing and is in good standing under the laws of its jurisdiction of registration.
- 4.3 in the event that the Affiliate is a natural person, it is of legal age and capable to contract in accordance to applicable laws
- 4.4 that all personal information or KYC Documents (if required), and any other information, personal or otherwise, provided to PrimeXBT are true, accurate and up to date and that it shall inform PrimeXBT immediately in the event of any changes made thereof.
- 4.5 it has obtained all applicable approvals, authorizations, qualifications and/or certificates under any applicable regulatory requirements it is subject to in order to offer the Services.
- 4.6 it has successfully obtained all authorizations and completed all registrations, qualifications and/or requirements of all jurisdictions and regulatory bodies to the extent that such authorisations, registrations, qualifications and/or other requirements are applicable to it and shall maintain them as such and be in strict compliance thereof during the term of the Agreement.
- 4.7 there are no actions or proceedings pending against the Affiliate or any of its officers or directors (if applicable), before any Court, administrative agency and/or other tribunal.
- 4.8 no director, officer, key employee or members of the Affiliate's senior management has a criminal record or criminal prosecution and/or any investigation pending.
- 4.9 it shall use the Marketing Material and/or any other information provided by PrimeXBT to the Affiliate pursuant to the Agreement in a lawful manner and in strict compliance to the Marketing Guidelines and/or any other instructions provided by PrimeXBT from time to time.
- 4.10 it shall implement all necessary measures and take all necessary steps in order to ensure that all information, including without limitation to any access codes, transaction activities and any other information made available to it via the Affiliate Account or by PrimeXBT, remain confidential at all times. The Affiliate hereby acknowledges that PrimeXBT has no responsibility in case of unauthorized access to the Affiliate Account by any third party or otherwise. The Affiliate shall notify immediately PrimeXBT in the event of such unauthorized use.

## 5. Affiliate relationship and activities

5.1 In consideration of the engagement of the Affiliate by PrimeXBT, the Affiliate shall:

5.1.1 provide the Services and accordingly distribute through Channel, information about the Platform, services and products of PrimeXBT, including without limitation to distributing the Marketing Material, with a primary purpose of promoting PrimeXBT,

5.1.2 provide the Services at all times in good faith, efficiently, diligently and to the highest standard and in accordance with the terms and conditions of the Agreement.

5.2 Without prejudice to the obligations of the Affiliate under the Agreement, PrimeXBT shall not be held responsible and/or liable in any way for any advice or recommendation provided or decision made by the Affiliate to or for any user, viewer, client, Registered User, Unqualified Trader and/or Unique Qualified Trader.

5.3 Subject to the Affiliate having met all terms and conditions of the Agreement, the Affiliate shall be eligible for Commission to be paid by PrimeXBT.

5.4 PrimeXBT may at its sole discretion for no reason, accept or decline any user/client referred by the Affiliate.

5.5 The Affiliate should provide appropriate risk warning while promoting PrimeXBT. All potential clients, users, viewers, Registered Users, Unqualified Traders, potential Unique Qualified Traders have to be well informed about the risks of capital loss.

5.6 The Affiliate, under no circumstances, shall act in a way which is detrimental to the best interests of potential clients, users, viewers, Registered Users, Unqualified Traders, potential Unique Qualified Traders and/or of PrimeXBT and/or in any way place its interests above and/or in conflict with the best interests of potential clients, users, viewers, Registered Users, Unique Qualified Traders and/or PrimeXBT; this includes but is not limited to any Fraudulent Traffic activity. Any breach of this section shall result in the immediate termination of the Agreement, without prejudice to any other right and/or remedy available to PrimeXBT.

## 6. KYC Documentation

6.1 PrimeXBT may request to confirm the identity of the Affiliate at any time. In case the Affiliate is the natural person, PrimeXBT may request to provide:

6.1.1 Proof of Identity: Copy of a valid passport and if available, of ID card;

6.1.2 Proof of Address / Residence verification documents: a utility bill and/or a bank statement, not being older than 3 months old;

6.1.3 Any other document that may be requested by PrimeXBT.

6.2 In case the Affiliate is a legal entity PrimeXBT may request to provide:

6.2.1 certificate of incorporation;

6.2.2 certificate of shareholders;

6.2.3 certificate of registered office;

6.2.4 certificate of directors;

6.2.5 a recent certificate of incumbency listing the above, can be accepted in lieu of the above;

6.2.6 certificate of good standing (only applicable to corporations established more than 12 months ago);

6.2.7 memorandum and articles of association, constitutions, or by laws (as may be applicable);

6.2.8 Proof of Identity and Proof Of Address: (issued within the last 3 months) for all directors, beneficial owners, shareholders with 10% share or more and authorized signatories of a legal entity.

6.3 For the avoidance of doubt, it is in the sole discretion of PrimeXBT to request any or all of the above documents in any certain form and to request any additional documents and/or information from the Affiliate at any time during the term of the Agreement.

6.4 PrimeXBT will collect, maintain and further process such data only to the degree absolutely necessary for compliance with its legal and regulatory obligations, such as its obligations under the anti-money laundering legislation and where necessary for safeguarding its legitimate interest, such as communicating with you regarding upgrades and/or changes to our products, services and/or Marketing Guidelines, always in accordance with the provisions of DPA and the applicable local legislation as amended from time to time and our Privacy Policy (a copy of which is available [LINK](#)).

6.5 The Affiliate hereby undertakes that it shall notify PrimeXBT within five (5) working days if there have been any changes to the KYC Documents and/or any information provided pursuant to this section

## 7. Payment procedure

In consideration for the Affiliate's representations, warranties and undertakings as well as the provision of the Services in accordance to the terms and conditions of the Agreement, Affiliate shall be eligible to receive Fees/Commission in the manner as described below:

## 7.1 For CPA

7.1.1 This clause is applicable to the calculation of the Commission with regards to CPA services;

7.1.2 Subject to the provisions of the Agreement and the satisfaction of its terms by Affiliate, the Commission shall be calculated in accordance with the following:

7.1.2.1 for each Unique Qualified Trader;

7.1.2.2 In order for a user/trader to be designated as a Unique Qualified Trader he/she/it must comply with all of the following:

7.1.2.2.1. The user must have been referred by an Affiliate using his own unique Affiliate link

7.1.2.2.2. The Referred User has never applied to register, never registered before for and/or does not currently maintain a trading account with PrimeXBT (New User);

7.1.2.2.3. The New User completed successfully his Registration DOI for an PrimeXBT trading account in accordance with the Terms&Conditions. New User is not a Connected Person;

7.2.2.3 Payment Commission and/or Fees are described in relevant CPA Affiliate Offer.

## 7.2 For CPC

7.2.1 This clause is applicable to the calculation of the Commission with regard to CPC services.

7.2.2 Subject to the provisions of the Agreement and the satisfaction of its terms by the Affiliate, the Commission shall be calculated in accordance with the following:

7.2.2.1 any click must be valid, and in order to be deemed by PrimeXBT as valid it needs to have been generated in accordance with the terms and conditions of the Agreement, including without limitation to the Marketing Guidelines;

7.2.2.2 a Valid Click must redirect any viewer and/or user through the Channel to PrimeXBT's official website, mobile webpage, mobile application, or any other relevant resource;

7.2.2.3 Payment Commission and/or Fees are described in relevant CPC Affiliate Offer.

## 7.3 For CPI

7.3.1 This clause is applicable to the calculation of the Commission with regard to CPI services;

7.3.2 Subject to the provisions of the Agreement and the satisfaction of its terms by

the Affiliate, the Commission shall be calculated in accordance with the following:

7.3.2.1 Any install must be valid, and in order to be deemed by PrimeXBT as valid it needs to have been disseminated through the Channel in accordance with the terms and conditions of the Agreement, including without limitation to the Marketing Guidelines and not being Fraudulent Traffic;

7.3.2.2 Payment Commission and/or Fees are described in relevant CPI Affiliate Offer.

#### **7.4 For CPM**

7.4.1 This clause is applicable to the calculation of the Commission with regard to CPM services;

7.4.2 Subject to the provisions of the Agreement and the satisfaction of its terms by the Affiliate, the Commission shall be calculated in accordance with the following:

7.4.2.1 Any thousand impressions must be valid, and in order to be deemed by PrimeXBT as valid they need to have been disseminated through the Channel in accordance with the terms and conditions of the Agreement, including without limitation to the Marketing Guidelines and not being Fraudulent Traffic;

7.4.2.2 Payment Commission and/or Fees are described in relevant CPM Affiliate Offer.

#### **7.5 For CPL**

7.5.1 This clause is applicable to the calculation of the Commission with regard to CPL services;

7.5.2 Subject to the provisions of the Agreement and the satisfaction of its terms by the Affiliate, the Commission shall be calculated in accordance with the following:

7.5.2.1 refers a Referred User who (i) is not a Connected Person, (ii) never before did he complete Registration DOI (iii) is a New User who satisfies all the additional criteria agreed between the Parties either through an Affiliate Offer or in writing from time to time;

7.5.3 For any Lead the calculation of the Commission shall be made in accordance with the Commission Rates described in relevant CPM Affiliate Offer.

7.6 Notwithstanding and unless otherwise agreed in writing by the Parties, each and every Service provide under a respective Affiliate Offer shall at all times, for the purpose of the calculation of the Payment, Fees and/or Commission, be tracked via Tracking, unless otherwise described in the Affiliate Offer. The Affiliate may be allowed to have access to reports and/or results, if needed, in order to compare the

recorded Acquisitions and/or Payment Events.

7.7 In the event of any discrepancies between PrimeXBT and the Affiliate Tracking tool, then:

7.7.1 each party must notify the other party in writing of such discrepancies within ten (10) working days from the date of receipt of the results/report and provide sufficient detail of such discrepancy;

7.7.2 if a party fails to notify the other party within ten (10) days, then the results/report, shall be conclusive and each party waives its right to contest it in any way;

7.7.3 for any discrepancies up to ten percent (10%), PrimeXBT and the Affiliate shall work together in good faith to resolve such dispute in a prompt and mutually acceptable manner within 5 working days.

7.7.4 notwithstanding the above, in the event of any discrepancies of more than ten percent (10%), the Affiliate hereby accepts, warrants and represents that the PrimeXBT Tracking tool results shall prevail and shall be conclusive. The Affiliate hereby irrevocably warrants, accepts and consents that and hereby waives any right to challenge in any way, the PrimeXBT Tracking tool which shall be final and that the Affiliate shall accept Payment calculated on the basis of the PrimeXBT Tracking and shall not advance any claims for any further payment of Commission.

7.8 Subject to the provisions of the Agreement, and upon termination of the Agreement, PrimeXBT warrants to pay any fees due to the Affiliate provided that such amount has arisen as a result of the proper fulfilment of all terms contained hereunder.

7.9 In the event of termination of the Agreement, cancellation and/or suspension of any Campaign, the Affiliate hereby irrevocably consents and confirms that PrimeXBT may proceed to the following:

7.9.1 Any payments already made by PrimeXBT for Services that have not actually been performed by the Affiliate and/or for a period that overlaps the termination date, will be reimbursed by the Affiliate to PrimeXBT without undue delay;

7.9.2 PrimeXBT shall only be liable to pay for the Services actually performed until the termination date and/or for the time period during which the Agreement was in force;

7.9.3 The Affiliate shall not have any other claims against PrimeXBT, unless otherwise agreed in writing by the Parties.

## 8. Fraudulent traffic

8.1. Notwithstanding any other provision of the Agreement, in the event that any activity in the Affiliate Account, or in any account which appears to be controlled or managed by the Affiliate is reasonably deemed suspicious in any way by PrimeXBT in its sole discretion, PrimeXBT may in its absolute discretion, delay Payment of the Commission to the Affiliate for up to one hundred and eighty (180) days in order to look into and verify the suspicious activity.

8.2. The Affiliate is prohibited at all times from:

8.2.1. using spam of any kind for attracting clients and/or potential Unique Qualified Traders and/or to trigger any Acquisition;

8.2.2. opening multiple trade and affiliate accounts with PrimeXBT, as well as from one IP address and by its Affiliate links, and allow/offer relatives, friends and other people it knows to register by its links or do so itself;

8.2.3. using instant direct redirect from its or any domain to the PrimeXBT's domain;

8.2.4. buying advertising for brand queries: prime xbt/PrimeXBT/PrimeXBT.

com/PrimeXBT com/prime-xbt, as well as any derivatives or mistakenly spelled phrases. Besides that, it is prohibited to buy advertising for the word "prime" together with the word "xbt" in the language of the country of advertising. The easiest way is to exclude "primexbt xbt" and "prime xbt" keywords, including without limitation to the keywords including in the list that can be found here [for Services \(Keyword\)](#).

In the event that the Affiliate is or PrimeXBT has reasonable grounds to believe that the Affiliate is, in breach of this section:

8.2.5. for the first time, the Affiliate, further to being notified by PrimeXBT, shall remove/change any Keyword immediately and not later than 60 minutes from notification and any Unique Qualified Trader registered during the three (3) days preceding the day of notification shall not be taken into consideration for the purposes of calculating the Commission accrued.

8.2.6. for the second time, the Affiliate, further to being notified by PrimeXBT, shall remove/change any such Keyword immediately and not later than 60 minutes from notification and any Unique Qualified Trader registered during the seven (7) days preceding the day of notification shall not be taken into consideration for the purposes of calculating the Commission accrued. PrimeXBT reserves the right without notification, to (i) fully or partially cancel the provision of any Services or Campaign under the Agreement within 48 hours from the receipt of PrimeXBT's request and refuse to make Payment, and/or (ii) immediately terminate the Agreement without liability and refuse to make any related Payment for all or part of the

Commission accrued, without prejudice to any rights and/or remedies available in any way to PrimeXBT.

8.2.7. using branded queries of other competitor companies for advertising the PrimeXBT brand and comparing it with other brands in ads, or unjustifiably showing other brands in a bad light, or any other unauthorized use of any third party copyrights or trademarks. We recommend to exclude keywords related to certain competitors, including without limitation to the non-exhaustive list located here, from targeting the Services;

8.2.8. Attracting, either intentionally or unintentionally, traffic that is unrelated and/or is irrelevant to PrimeXBT. Doorways shall only be accepted with approved pre-landings only.

8.2.9. Using the practice of brand bidding.

8.2.10. offering clients or potential Unique Qualified Traders to register by the Affiliate's affiliate link and/or through Channels for a compensation or for any kind of profit including without limitation to representing that there may be a welcome/deposit, bonus/re-deposit bonus, volume bonus, gifts/gadgets, and/or cash rebates;

8.2.11. publishing false information in order to attract more clients, visitors, traffic, the triggering of any Acquisition and/or potential Unique Qualified Traders and/or misleading clients, visitors, traffic and/or potential Unique Qualified Traders;

8.2.12. in the case of Facebook, using fraudulent schemes when buying advertising on PrimeXBT's brand;

8.2.13. purchasing ads for pages that may appear to the user as PrimeXBT pages as well as creating and maintaining these pages. The only way that the Affiliate is permitted to work with Facebook, is by keeping a page of the Affiliate's own resource that is not similar to the resources of PrimeXBT, and by purchasing advertisements for this resource;

8.2.14. in the case of doorways, using persons' names and brand names of other companies as keywords.

8.2.15. Using the PrimeXBT brand for any unlawful activities, or having any content on his/her/its website, that is defamatory, violent, pornographic unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights and shall not link to any such material; or violate any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about PrimeXBT.

8.3 In the event that PrimeXBT determines that any activity constitutes Fraudulent

Traffic, PrimeXBT shall have the right to recalculate or withhold any Payment, Commission or Fee and/or terminate with immediate effect the Agreement and/or cancel with immediate effect any Campaign, at its absolute discretion without prejudice to any other right and/or remedy available to PrimeXBT.

8.4 Notwithstanding any other provisions of the Agreement, if PrimeXBT determines that the Affiliate is involved, directly or indirectly in any Fraudulent Traffic and/or fraudulent, deceptive, manipulative or otherwise illegal activity connected to the Services and/or PrimeXBT and/or the Channels, including without limitation to PrimeXBT's website, Platform, sub-affiliates and/or referred affiliates, PrimeXBT shall have the right, in addition to any other right or remedy available to it, to cancel any Campaign and/or terminate the Agreement with immediate effect, without liability.

8.5 The Affiliate hereby waives its right to, and shall indemnify PrimeXBT and any member of PrimeXBT for, any claim or demand made against PrimeXBT or any member of PrimeXBT for, its directors, officers, shareholder, employees or against its website, in respect of the exercise by PrimeXBT of its right under this clause.

8.6 In addition to any other provision of the Agreement or under applicable laws, the Affiliate shall not be entitled to receive any Payment, Fees and/or Commission for any client and/or Acquisition and/or Unique Qualified Trader entitling the Affiliate for payment unless and until the foregoing have been approved and qualified by PrimeXBT.

8.7 For the avoidance of doubt it is hereby stated that PrimeXBT reserves the right, at its sole discretion, to change, modify, add or remove, at any time, any criteria applying to any of Payment, Commission and/or Fees, including without limitation, setting any baseline, threshold, minimum deposits/earning and/or other requirements for qualifying into any of the Commission and/or Fees set forth herein.

## 9. Authority and liability of the parties

In consideration of the engagement of the Affiliate by PrimeXBT, the Affiliate hereby irrevocably confirms and acknowledges the following:

9.1 PrimeXBT bears no responsibility for the activity or inactivity of the Affiliate.

9.2 PrimeXBT bears no responsibility for a failure to fulfill its obligations due to disruptions of communication lines, technical problems of the Internet service provider and/or other technical problems caused due to matters and circumstances which are out of its control and/or due to force majeure.

9.3 The Affiliate undertakes to provide PrimeXBT with a complete list of its traffic

sources at all times, upon request of PrimeXBT and/or in order for PrimeXBT to review such sources, and hereby undertakes to update this list in case of adding new traffic sources and guarantees to use only the traffic sources approved by PrimeXBT.

9.4 The Affiliate guarantees that by adopting and executing the Agreement it shall not violate any laws, legal acts and other rules and regulations, applicable to the Affiliate or within the jurisdiction of the Affiliate.

9.5 The Affiliate is solely responsible for the payment of any taxes it may be subject to in any competent jurisdiction.

9.6 PrimeXBT reserves the right to withhold a client or affiliate account trading account verification in accordance to the terms and conditions of the Agreement.

9.7 PrimeXBT shall have no responsibility and/or liability towards the Affiliate for any claims of a Unique Qualified Trader, user, viewer and/or client resulting out of any breach of the Agreement, the Marketing Guidelines and/or failure to meet any tax liabilities by the Affiliate and the Affiliate shall keep at all times PrimeXBT indemnified thereof.

## 10. Termination and cancellation

10.1 The terms of the Agreement shall continue until terminated in accordance with the terms and conditions referred to in the Agreement.

10.2 Except as otherwise expressly provided in the Agreement, either party to the Agreement reserves the right to:

10.2.1 Terminate the Agreement for any reason, at any time, after providing the other party with a forty-eight working hour (48) hour notice (via email); and/or

10.2.2 cancel any Campaign for any reason, at any time, after providing the other party with a forty-eight working (48) hour notice (via email).

10.3 Notwithstanding any other provision of the Agreement, PrimeXBT reserves the right at its sole discretion, to immediately terminate the Agreement and/or cancel any Campaign without notice and without prejudice to any other legal and/or equitable rights available to PrimeXBT, in the event that:

10.3.1 The Affiliate, for any reason, fails to act, in the sole opinion of PrimeXBT in good faith and/or for any other reason, which in the sole opinion of PrimeXBT merits such termination;

10.3.2 The Affiliate is unable to complete, execute and deliver the Services and/or its obligations under the Agreement;

10.3.3 PrimeXBT has reasonable grounds to believe that the Affiliate or the Affiliate's

affiliate, attempts to or breaches a term and/or conditions and/or warranty of the Agreement;

10.3.4 PrimeXBT has reasonable grounds to believe that the Affiliate or the Affiliate's affiliate breaches any regulation, rule and/or law of any competent jurisdiction;

10.3.5 The Affiliate has an application, order, resolution or other announcement issued against it relating to a voluntary or involuntary liquidation, or insolvency or bankruptcy proceedings;

10.3.6 PrimeXBT has reasonable grounds to believe that the Affiliate or the Affiliate's affiliate actually has become directly or indirectly involved in any type of fraud and/or Fraudulent Traffic; and/or

10.3.7 PrimeXBT has reasonable grounds to believe that the Affiliate or the Affiliate's affiliate actually has failed to comply with any term or conditions contained herein;

10.3.8 The Affiliate does not provide PrimeXBT with the KYC Documents within 14 days from the Date and/or upon the request of PrimeXBT.

For the avoidance of doubt and without prejudice to any other provisions of the Agreement and/or the Marketing Guidelines, PrimeXBT shall have the right in its absolute discretion to withhold, set-off and/or deduct from any Payment, including without limitation to any Fees and/or Commission, due to Affiliate in the event that termination or cancellation results following the above.

10.4 The Affiliate understands and accepts that upon termination of the Agreement and/or cancellation of any Campaign:

10.4.1 PrimeXBT reserves the right to block any Affiliate account and/or any other PrimeXBT account;

10.4.2 The Affiliate shall immediately and without undue delay stop sending traffic and/or providing the Services in relation to the Agreement and/or any particular cancelled Campaign, as the case may be;

10.4.3 Such termination or cancellation shall be without prejudice to any outstanding or accrued obligations the Affiliate has vis-à-vis PrimeXBT;

10.4.4 Any authorization or powers of attorney or any rights granted by PrimeXBT to the Affiliate shall be automatically terminated and withdrawn;

10.4.5 Any authorisation or powers of attorney or any rights granted by the Affiliate to any client and/or Unique Qualified Trader shall be automatically terminated;

10.4.6 All and any client of PrimeXBT and any Unique Qualified Trader may, in the sole discretion of PrimeXBT, remain as clients of PrimeXBT, irrespective of the termination of the Agreement;

10.4.7 It shall immediately return to PrimeXBT all documents, brochures, all reports

and any other material in the Affiliate's possession including but not limited to the registered domain names and/or any other information relating to the Services and any other services under the Agreement.

## 11. Confidential and personal data

Affiliate hereby undertakes and confirms to the Company that it shall at all times:

11.1 Comply with its obligations under applicable Data Protection Legislation with respect to any processing of Personal Data that will be undertaken within the context of this Agreement;

11.2 At its own expense, ensure that it complies with and provides any assistance that may be required to the Company to comply with the requirements of Data Protection Legislation and regulatory requirements in force from time to time relating to the use of personal data.

11.3 The Company has the right, without prior notice to the Affiliate, to disclose and/or consent to the disclosure of personal data, including without limitation to the data provided hereunder, any data connected to confidential information and/or details of the transactions of the Affiliate (i) in order to comply with the requirements of the regulatory authorities of St. Vincent and Grenadines and/or to banks and other financial institutions, to its auditors/consultants, companies belonging to the group of companies the PrimeXBT belongs to, the PrimeXBT's affiliated companies, and/or to any other company which may be directly or indirectly controlled by the PrimeXBT, for the purpose of facilitating the performance of this agreement, provided that they are informed and committed to the confidentiality of the information communicated.

11.4 All the Affiliate's personal data shall be processed in strict compliance with the provisions of the Data Protection Legislation.

11.5 The Parties agree to keep confidential and not to disclose to any third party any confidential information given by the other Party under this Agreement and/or all communication, documentation or other information exchanged between them, both during the term of the Agreement as well as after its termination.

11.6 The Affiliate acknowledges and accepts that it/she/he has read and accepted the Privacy Policy which can be found on the Company's website. For the purposes of this paragraph, the term Client in the Privacy Policy shall be read to include the term Affiliate.

## 12. Modification of the Agreement

12.1 Notwithstanding any other provision of the Agreement, PrimeXBT reserves the right to unilaterally amend, from time to time, for any reason whatsoever all or part of the Agreement.

12.2 Without prejudice to the above, PrimeXBT may amend the Agreement where it considers that such amendments are required in order to comply with any legal obligation or any publication by a regulatory authority of a competent jurisdiction. Such changes shall have immediate effect and shall not require the previous consent of the Affiliate. The Affiliate shall be responsible to keep itself informed at all times for these changes.

12.3 Any amendments requested by the Affiliate shall not be effective unless accepted by PrimeXBT in writing and included in the Affiliate Offer, as an amendment or otherwise.

### **13. Assignment**

13.1 The Affiliate shall not assign, transfer, subcontract or sublicense, in whole or in part, the Agreement or any of its rights or obligations hereunder determined, without PrimeXBT's prior written consent in each instance. Any attempt to assign the Agreement other than as permitted above shall be considered void and invalid.

13.2 PrimeXBT may at any time assign, transfer, subcontract or sub-license, or deal in any other manner with, in whole or in part the Agreement or any of its rights or obligations hereunder determined.

### **14. Limitation of liability**

14.1 PRIMEXBT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES TO THE AFFILIATE OR ANY PERSON (INCLUDING WITHOUT LIMITATION, ANY PAYMENT FOR LOST REVENUES, LOST DATA, LOST PROFITS OR LOSS OF GOODWILL), WHETHER FORESEEABLE OR NOT, FOR ANY CAUSE WHATSOEVER WHETHER OR NOT CAUSED BY PRIMEXBT'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EVEN IF PRIMEXBT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. UNDER NO FORECASTS BY PRIMEXBT BE BINDING AS COMMITMENTS OR PROMISES BY PRIMEXBT AND/OR GIVE RISE TO ANY LIABILITY.

## 15. Complaints

15.1 Any complaints under the Agreement shall be forwarded to [cpa@primexbt.com](mailto:cpa@primexbt.com) and/or to [support@help.primexbt.com](mailto:support@help.primexbt.com).

15.2 PrimeXBT shall acknowledge notice of your claim within five (5) working days and shall provide you with a formal response within 60 days.

15.3 PrimeXBT does not compensate for moral damages.

## 16. Governing law

16.1 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the laws of arbitration of St. Vincent and the Grenadines, as amended from time to time, and the provisions of which are deemed to be incorporated herein by reference. The decision of St. Vincent and the Grenadines arbitration shall be binding upon both parties. If the parties fail to agree on the appointment of an arbitrator within 7 clear days, then the competent appointing authority of St. Vincent and the Grenadines shall appoint the arbitrator.