

factor X invest

AFFILIATE AGREEMENT

April 2022

Contents

Affiliate Agreement

- **PARTIES TO THIS AGREEMENT**

This document (referred to as “**Affiliate Agreement**” or “**Agreement**”) is an agreement between you (also referred to as “**Affiliate**”, “**you**”) and FactorX Capital (also referred to as “**FactorX**”, “**we**”, “**us**”, “**our**” or “**the Company**”) which sets out the terms and conditions (referred to as “**Terms**”) governing your partnership with FactorX. FactorX and Affiliate are hereinafter referred to, individually, as a “**Party**” and, collectively, as the “**Parties**”. Acceptance of this Agreement creates a legal contract which is legally binding on both parties.

The operator of the FactorX Affiliate Programme is FactorX Capital, FactorX Capital is a registered trading name of IX Capital Group Limited, authorised and regulated by the Securities Commission of The Bahamas (‘the SCB’) under Registration Number SIA F-188. We are authorized by SCB to deal, arrange and manage securities. Our registered office is located at 201 Church St, Sandyport, West Bay Street, P.O Box N-3406, Nassau, Bahamas.

- **SCOPE OF THIS AGREEMENT**

This agreement applies to all Affiliates enrolled in the Company affiliate program.

- **AFFILIATE’S OBLIGATIONS**

During the term of this Agreement, You undertake to fulfill the following obligations:

- To comply with the terms of this Agreement, as amended from time to time.
- To comply with all applicable laws and regulations, in your territory (including but not limited to, financial services regulations, data protection and anti-spamming rules);
- To comply with the Company’s branding and Intellectual Property guidelines;
- To promote and market, within such territory as this may be specified by the Company; and
- To identify prospective traders within the territory to which Affiliate actively promotes Services of the Company.

- **COMPENSATION SCHEME**

Upon registration you will be presented with different remuneration packages. The remuneration packages are defined in Schedule A. You agree to the remuneration packages in Schedule A and agree to adhere to the same. The Company has the right, at its own discretion, to void any payment for any referred client if it suspects that the Affiliate has acted in an unfair way towards the Company, tried to abuse the system, abuse the conditions of the agreement or acted unfaithfully.

- **DATA PROTECTION**

You agree to protect all the data you have collected within the scope of this agreement. Terminating this agreement does not affect the obligation of data protection.

- **TERMINATION**

The Agreement shall commence upon your acknowledgement and acceptance of this document and it may be terminated by either Party at any time, with or without cause, effective immediately.

- **CONSEQUENCES OF TERMINATION**

Upon expiration or termination of this Agreement:

- You shall return to the Company all and any property in your possession or control;
- You must immediately cease displaying any of our property on any of Your websites or otherwise and;
- any and all rights licensed to You will automatically be revoked.

In case of material breach of any of the Terms of this Agreement, the Company retains the right to seek for indemnification under contract law or tort, for any losses, damages or liability incurred by You in connection with such violation, in accordance with the provisions of this section.

One of the most serious breaches of the agreement which will lead into its termination and voiding any payments to the affiliate, whether previous unpaid or unwithdrawn commissions of future commissions is acting in an unfair way toward the Company. For example: abusing the system, abusing commissions, referring clients who were recruited offline, re-referring same clients under different identities of emails, referring clients and informing them to only satisfy the minimum required conditions and then withdraw their funds, or trading/opening the accounts on behalf of clients, or referring multiple clients all using same IP or same street address, or acting in any unfair way towards the firm.

- **CONFIDENTIALITY**

Each party agrees to keep confidentiality of all information, schemes, payments, client's data or any agreements done.

- **DISCLAIMER OF WARRANTY**

The Company makes no warranties hereunder, and expressly disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, The Company further disclaims all representations and warranties, express or implied, that the Company's services or products and platforms do not infringe or otherwise violate any intellectual property or other proprietary right of any third party in any jurisdiction, including, but not limited to, the territory. You understand and agree that the Company's services and products (including the platform) may not satisfy all of the clients' requirements, may not be suitable for all clients and may not be uninterrupted, accessible or error-free.

- **LIMITATION OF LIABILITY**

The Company its directors, officers, employees and related entities, shall have no liability for any lost profits and/or any indirect, consequential, special, incidental or punitive damages, arising out of the products, platforms, the services, the website or software failure, viruses, system failure (including, internet connection, electricity power cut, telephone communication failure, high Internet traffic demand, malicious interference / access to Your system or ours, hardware error, mobile applications non-compatibility with our system, including our proprietary or third party system). The Company cannot guarantee that the software and / or the system, that we own or

we manage, on behalf of a third party, is uninterrupted and error free or available at all times. In any event, the Company's liability to affiliate under this agreement for any reason will be limited to the amounts paid to affiliate by Company during the six (6) month period immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations.

- **INDEMNITY**

You agree to indemnify, defend and hold harmless the Company and any of its Related Entities including the directors, officers, employees, subcontractors and agents thereof (collectively, the "Indemnified Party"), with respect to any claim, demand, cause of action, debt or liability, brought by a third party, including reasonable attorneys' fees, to the extent that such action is based upon or arises out of:

- Your breach or alleged breach of any representation, warranty, obligation or covenant under this Agreement;
- gross negligence or willful misconduct; or

- any warranty, condition, representation, indemnity or guarantee relating to the Company and /or its relatedEntities and/or the Company’s platform granted by You to any third party.

- **CLIENT CONTACT**

This agreement will be deemed void if the affiliate has face to face, or any form of direct contact with the clientsor if the affiliate is operating on an offline basis.

- **PAYMENT**

The Company agrees to compensate the affiliate a remuneration as per Appendix 1 for referring clients. The minimum balance before an affiliate may submit a withdrawal request is USD 25.

Affiliate Fee will be payable within fifteen (15) days after the end of each calendar month, except that, in no event will the Company pay to an Affiliate an amount which is less than US\$150, and in the event that the Affiliate’s balance at the end of a calendar month is less than US\$150, such balance shall be carried over and added to the next month’s Affiliate Fee. In the event that the balance amount carried over does not total US\$150 within six (6) consecutive calendar months, then the amount due will be voided and cancelled, and the Company may terminate this Agreement with no liability whatsoever to Affiliate.

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

- **COMPANY CONTACT**

Clients shall communicate with the Company with the communication methods described within this Agreement:

Appendix 1 – CPA Plan

First Time Deposit (FTD)	
Spread Revenue	

Appendix 2 – Marketing Guidelines

- **INTRODUCTION**

The guidelines below are applicable to all marketing materials and communications that are produced. Please ensure the marketing materials always adhere to the following guidelines.

Marketing materials include websites, advertisements, banners, flyers, articles, brochures, newspapers, magazines, social media posts etc.

- **REGULATED ADVICE**

FactorX does not have the regulatory license to provide advice to investors.

What is considered as regulated advice

- Making a personal recommendation either upon the request of the client or at the initiative of the Affiliate/Introducer, which relates to:
 - specific financial instruments;
 - the merits/benefits of buying or selling the specific financial instruments

What is not considered as regulated advice

- General information about trading the foreign exchange sector;
- Informing the clients about FactorX's online trading platform;
- General information on trading terminology;
- Information provided does not relate to a specific financial instrument or specific forex instrument;
- An opinion about the forex market, current state of the market or asset class that is already in the public domain.

- **PROVIDING GUARANTEES AND HIGHLIGHTING RISKS**

Trading CFDs does not always result in profits and the majority of clients lose money when trading these products, therefore no profits can be guaranteed. Do not imply that trading can be a way of

guaranteed returns and do not guarantee that no losses shall be incurred by the potential clients. You should also not guarantee that you are able to assist clients who have suffered losses in recovering losing positions.

You should always notify the potential client of the risks associated with the services offered.

- **REGULATORY CHECKLIST FOR MARKETING MATERIALS**

You must not use statements such as ‘no experience needed’, ‘you do not need any experience or understanding in order to be successful and trade profitably’ or any similar language.

The material must be Fair Clear and Not Misleading

There is a balance between the risks and the benefits of the product

The material does not describe a feature of a product or service as “*guaranteed*”, “*protected*” or “*secure*”, or use a similar term.

The material does not create unrealistic impressions of the product, for example: “*You can get 100% return on your investment*”, or “*trading Forex is simple and easy*” or “*trading Forex will make you rich*” or any similar term/phrase.

There is an appropriate and fit for purpose risk warning.

There is a suitable risk warning such as: “*Trading leveraged derivative financial products such as Foreign Exchange (Forex) and Contracts for Difference (CFDs) is complex and high risk and may not be suitable or appropriate for all investors. The effect of leverage is that both gains and losses are magnified, your capital is at risk and you may lose all your deposited funds. You should seek independent professional financial advice if you do not understand the risks involved.*”

No financial advice or personal recommendations must be given in the marketing material.

Provision of past performance figures or statements is NOT permitted e.g. “*over the last year investors made a 30% return on their investments*”.

Where fees, charges and commissions are provided, they are correct and not hidden in small print or inserted into the disclaimer.

The risk warnings are clear, visible and not hidden or their importance diminished by secondary statements. Where any externally derived data or award is provided, the source and date is provided.

There is no use of internal jargon or abbreviations that the customer may not understand.

Where claims have been made such as “*FactorX has won an award for the best forex broker 2017*”, such claims be substantiated with evidence.

The marketing material is clearly identifiable as a financial promotion and is not disguised as or may not be mistaken for something else. For example, this can be achieved by the addition of the following statement “*this is a promotional material*”?

DO NOT USE

- Making a personal recommendation either upon the request of the client or at the initiative of the Affiliate/Introducer, which relates to:

- **REGULATED ADVICE**

FactorX does not have the regulatory licence to provide advice to investors.

What is considered as regulated advice

- 'easy' or 'simple' in relation to trading;
- 'secure trading', providing traders with the ability to trade safely';
- 'use your spare time to earn money', 'you can become a profitable trader'; 'profit anytime and anywhere', 'more income', 'risk free trading', or pictures of money; expensive cars; wealth.

DO USE

- 'Easy' in relation to the platform usage and tools
- 'Security' if you refer to the IT security of FactorX systems or trading platforms;
- 'Risk free' if you refer to a demo account only

- **SUMMARY OF COMMUNICATIONS AND MARKETING GUIDELINES**

Marketing communication must:

- Be accurate, fair, clear and not misleading;
- Not guarantee or promise profits or guarantee against losses;
- Present opportunities and risks in a balanced manner;
- Not use absolute or qualified statements;
- Ensure information is sufficient for and is presented so that it is likely to be understood by the average member of the public to whom the information is directed, or the person likely to receive the information;
- Not disguise, diminish or obscure important items, statements or warnings;
- Not "glamorise" trading by using pictures of excessive wealth or money

Signatories

THIS AGREEMENT IS DATED:

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their duly authorised representatives as of the date first written above.

PARTIES INCLUDED

IX Capital Group (“FactorX Capital”)

IX Capital Group Limited is incorporated in the Commonwealth of The Bahamas (Company No.199365). FactorX Capital is a registered trading name of IX Capital Group which is authorised and regulated by the Securities Commission of The Bahamas (Registration No. SIA-F-188). The registered office is located at No. 201 Church Street, Sandypoint, West Bay Street, P.O. Box N-3406, Nassau, The Bahamas.

Print Name

Signature

AFFILIATE DETAILS

Print Name

Signature