

# PARTNER PORTAL TERMS & CONDITIONS

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## 1. INTRODUCTION

- 1.1. These Partner Portal Terms & Conditions (the “Terms”) are made between Axiory Global Limited, incorporated under the laws of Belize, under Reg. No. 000005723 (former Reg. No.127090) and having its registered office at No. 1 Corner of William Fonseca Street and Marine Parade, Belize City (“AXIORY”) and you (the “Partner”).
- 1.2. In submitting your application to become a Partner of AXIORY you agree to these Terms which enter into force as of the date when AXIORY agrees to accept you as a Partner (the “Effective Date”). These Terms should be read in conjunction with the Partner Agreement.
- 1.3. AXIORY and Partner may be referred to individually as a ‘party’ and collectively as the ‘parties’ in these Terms.

## 2. BACKGROUND

- 2.1. AXIORY is a Belizean Licensed Service Provider, authorised by the Belize Financial Services Commission (the “FSC”) under License No. 000122/405, to provide trading in financial and commodity-based derivative instruments and other securities (the “Investment Services”).
- 2.2. AXIORY and the Partner have entered into an agreement under which the Partner shall introduce Clients, and/or other Partners to AXIORY, subject to the terms and conditions set forth in the Partner Agreement.
- 2.3. By being approved by AXIORY to join its Partner Programme, AXIORY grants the Partner a non-exclusive, revocable, non-transferable with no rights to sublicense, access to its Partner Portal (the “Portal”) that shall enable the Partner to access and make use of the Portal in accordance with these Terms.

## 3. DEFINITIONS

- 3.1. For the purposes of the present Agreement, the following terms shall be interpreted as follows:

<b>Client</b>	means a person who is a client or potential client of AXIORY
<b>Confidential Information</b>	means all non-public information (whether in oral, written or electronic form) given by one party to the other’s business, finance or technology, know-how, intellectual property, assets, strategy, products and clients, including without limitation, information relating to management, financial, marketing, technical and other arrangements or operations of any associate, person, firm, or organisation associated with that party
<b>Data Protection Laws</b>	means all applicable legislation in connection with privacy and the processing, collection, use and protection of personal data in any jurisdiction
<b>Dormant Partner</b>	means a Partner without any onboarding of Clients, nor communication with AXIORY after notice and without transfers for at least a period of one (1) year
<b>Intellectual Property Rights</b>	means patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights

	in get-up[and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how [and trade secrets]), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
<b>Marketing Material</b>	means promotional, advertising, communication and/or other materials that relate to AXIORY and its products and services as made available on the Portal or otherwise provided to the Partner by AXIORY
<b>Partner Code</b>	means the Code that the Client and/or Sub-Partner and/or Parent-Partner shall enter into the registration form to be categorized under the Partner
<b>Partner Portal</b>	means the platform whereby the Partners are registered, their invoices issued and remuneration is calculated
<b>Partner Programme</b>	means AXIORY's Partner Programme, as may be amended from time to time at AXIORY's sole and absolute discretion, located at the Website(s)
<b>Website</b>	<a href="http://www.axiory.com">www.axiory.com</a> and any other website as may be added by AXIORY, in its sole and absolute discretion, from time to time

#### 4. USE OF THE PORTAL

- 4.1. The Partner represents and warrants for as long as these Terms apply and the Partner has access to the Portal that:
- (a) Partner shall access and use the Portal in compliance with any regulatory applications, laws and statutes applied and also in compliance with the Partner Agreement;
  - (b) Partner is responsible for all instructions and communications through the Portal, related and associated to the Partner's Code, and such instructions shall be binding on the Partner. Any instructions transmitted through the Portal by the Partner are transmitted at their own risk.
  - (c) Partner has in place all necessary security and compliance procedures required by any applicable laws and regulations to prevent violation of the Portal and/or unauthorised access to the Portal which might result in computer viruses or other harmful codes into the Portal.
  - (d) Partner takes all reasonable care to safeguard all passwords, access codes or other accesses issued to the Partner from time to time by AXIORY and will take all appropriate actions not to authorise or permit to any other person to authorise

access to the Portal through such issued passwords. The Partner shall immediately notify AXIORY of any unauthorised use of the issued passwords and/or access codes and the Partner continues to be held responsible for any transaction and/or communication associated to the issued passwords and/or access codes even if these have been entered through the Portal unauthorised.

- (e) Partner is solely responsible for informing AXIORY upon accepting the Partner Agreement who the Partner's Authorised Users will be and any changes made to them during the term of the Partner Agreement and these Terms. AXIORY shall have no liability and accepts none of any transactions made by Authorised Users should any change to the Authorised Users not have been communicated to AXIORY.
- (f) Partner shall use the Portal only to access applications covered by these Terms and the Partner shall not publish, transmit or otherwise disseminate any content of the Portal in violation of what is agreed herein and further, the Partner will not use the Portal to post or transmit any information that is deemed to be considered as libellous or slanderous and the Partner agrees to hold AXIORY fully indemnified from any such claim made by any third party.
- (g) Partner shall have no right to sell, lease, reproduce or decompose any part of the Portal, or copy or alter it in any way.

## 5. LIMITATION OF LIABILITY

- 5.1. AXIORY provides the Portal and all components unless otherwise explicitly stated in these Terms on an "AS IS" basis with no representation or warranty other than as expressed herein.
- 5.2. AXIORY shall not be responsible for any internet interruptions and any direct or indirect loss as a result of such interruptions.
- 5.3. AXIORY warrants that the Portal will not infringe any or violate any intellectual property rights of a third party, and that the Portal conforms substantially to its specifications.
- 5.4. To the fullest extent, AXIORY shall have no liability towards the Partner or Clients under the Partner for any loss, loss of data, or any other direct or subsequent loss derived arising out of or in connection with the use of the Portal.

## 6. SERVICE MAINTENANCE

- 6.1 The Portal will be updated from time to time in order to improve its functionality and performance.
- 6.2 AXIORY reserves the right to initiate service maintenance at any time without previous notice to the Partner.

## 7. INTELLECTUAL PROPERTY AND MARKETING MATERIAL

- 7.1. Nothing in these Terms shall assign, transfer or vest in either party any Intellectual Property Right owned by the other party.
- 7.2. Neither party shall use Intellectual Property without the other's express prior written consent.

- 7.3. The Partner acknowledges and agrees that the Marketing Material are, and shall remain, the property of AXIORY, and nothing in these Terms shall convey to the Partner any rights of ownership in the Marketing Materials.
- 7.4. The Partner shall not take any action, or inaction, that would impair the value of, or goodwill associated with, the Marketing Materials.
- 7.5. Marketing Materials created by the Partner shall be done so in accordance with the Marketing Materials Rules and Guidelines set out in Schedule 2 of the Partner Agreement.

## 8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1 Both parties agree to duly observe and adhere to all the requirements of the Data Protection Laws.
- 8.2 Both parties shall treat Confidential Information as confidential, except as may be necessary to fulfil their respective obligations in the conduct of investment business and except as may be required by law or regulatory body.
- 8.3 This clause will not apply to information which was rightfully in the possession of such party prior to these Terms, which is already public knowledge or becomes so as at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious.

## 9. INDEMNIFICATIONS

- 9.1. The Partner agrees that AXIORY will not be held liable for any costs, damages or losses caused by force majeure events, including but not limited to, government restrictions, exchange or market rulings, suspension or delay of trading, war, civil disturbances, earthquakes, strikes, equipment failure, communication line failure, system failure, unauthorised access, theft or any problem, technical or otherwise, which may prevent the Client from entering or modifying an order or prevent AXIORY from acting on an online instruction, or other events or conditions beyond AXIORY's control, as determined and at the sole discretion of AXIORY.
- 9.2. The Partner agrees that AXIORY will not be held liable for any and all manner of claims, demands, proceedings, suits or actions, liabilities, losses, expenses and costs (including accountant and attorney fees) (collectively "Loss") relating to or arising out of:
  - (a) The Partner's failure to perform its obligations under any agreement with AXIORY;
  - (b) Any dishonest, fraudulent, negligent or criminal act or omission on the part of the Partner, or any person acting on its behalf, with respect to the Clients and/or other Partners;
  - (c) The Partner's breach of any warranty made by it under any agreement with AXIORY; or
  - (d) The institution of any investigation, claim, suit, action, or other proceeding against AXIORY relating to or arising out of these Terms or the Partner Agreement by a Client and/or Sub-Partner and/or Parent Partner, any governmental, regulatory or self-regulatory authority or organisation.

- 9.3 Upon notice from AXIORY, the Partner will promptly pay to AXIORY any amount owed to AXIORY under this clause. The Partner further agrees that, if any person (natural or legal) has instituted a claim, suit, action, arbitration or other proceeding, or threatened to do so, against AXIORY which reasonably could expose AXIORY to Loss or damage to its reputation and that is related to an obligation of the Partner under these Terms, AXIORY may withhold any amount equal to the amount of any such claim from sums owed to the Partner by the Company, or from any other funds, securities or other property owned by the Partner and on deposit with AXIORY for any purpose (including, without limitation, funds, securities or other property held in any account of the Partner), until such claim, suit, action, arbitration or other proceeding has been fully resolved to the satisfaction of AXIORY.

## 10. FORCE MAJEURE

- 10.1. AXIORY shall not be liable for full or partial non-execution of any obligations under these Terms if such non-execution results from forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that AXIORY shall use reasonable efforts which are consistent with accepted business practices to resume performance as soon as practicable under the circumstances.

## 11. TERMINATION

- 11.1 These Terms and access to the Portal shall terminate upon the termination of the Partner Agreement in accordance with clause 11 thereof.
- 11.2 Notwithstanding clause 11.1 above, these Terms and access to the Portal may be terminated immediately where:
- (a) The other is in material breach of a term of the Partner Agreement, and if such breach is capable of remedy, fails to remedy the breach within seven (7) days or receiving notice specifying the breach to be remedied;
  - (b) The other shall become insolvent, or enter into receivership, liquidation, provisional liquidation or voluntary arrangement with its creditors;
  - (c) AXIORY is of the view that the Partner is no longer of good repute.

## 12. EFFECTS OF TERMINATION

- 12.1 Following termination of the Partner Agreement and these Terms, AXIORY shall not accept any new introductions from the Partner.
- 12.2 The Partner shall return to AXIORY any stationery, brochures or documents held by virtue of the Partner Agreement and these Terms.
- 12.3 AXIORY shall prepare a statement of account between the Partner and AXIORY, settlement of which shall be made within twenty-five (25) business days. Any payment

due to the Partner shall be payable unless AXIORY determines otherwise in its absolute discretion acting reasonably and/or in accordance with the terms of the Partner Agreement.

- 12.4 Termination of these Terms shall not in any circumstances give rise to a claim for compensation by the Partner.
- 12.5 Termination of these Terms shall cause any Client and/or Sub-Partner, to be considered as directly acquired by AXIORY and the Partner hereby proclaims that non of such Clients or Sub-Partners shall be contacted by the Partner over the period of one (1) calendar year since termination.

### 13. THIRD PARTY RIGHTS

- 13.1. A person who is not a party to these Terms has no rights to enforce any provisions of these Terms but this does not affect any right or remedy of a third party which exists or is available apart from that act.

### 14. SEVERANCE

- 14.1. Any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 14.2. If one party gives notice to the other party of the possibility of any provision or part-provision of these Terms is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original version.

### 15. GOVERNING LAW AND JURISDICITON

- 15.1. These Terms and any dispute or claim arising out of or in connection with it or its subject matter of formation shall be governed by and construed in accordance with the laws of Belize.
- 15.2. Each party irrevocably agrees that the courts of Belize shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation.
- 15.3. Nothing in this clause limits the right of AXIORY to bring proceedings against the Partner in any other court of competent jurisdiction, and the bringing or continuing of proceedings in any one or more jurisdictions shall not preclude the bringing of proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable law.