



**A X I O R Y**

# PARTNER AGREEMENT

(last updated: July 2020)

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## 1. INTRODUCTION

- 1.1. This Partner Agreement (the “Agreement”) is made between Axiory Global Limited, incorporated under the laws of Belize, under registration number 127090 and having its registered office at No. 1 Corner of Hutson 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 this Agreement which enters into force as of the date when AXIORY agrees to accept you as a Partner (the “Effective Date”)
- 1.3. AXIORY and Partner may be referred to individually as a ‘party’ and collectively as the ‘parties’ in this Agreement.

## 2. BACKGROUND

- 2.1. AXIORY is a Belizean Licensed Service Provider, authorised by the International Financial Services Commission (the “IFSC”) under License No. 000122/15, to provide trading in financial and commodity-based derivative instruments and other securities (the “Investment Services”).
- 2.2. AXIORY and the Partner wish to enter 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 this Agreement.

## 3. DEFINITIONS

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

<b>Affiliated Party(ies)</b>	means a person or entity that is (i) a member of the Partner’s immediate family; and/or (ii) an individual, corporation, partnership, joint venture, trust, and/or any body corporate or unincorporated organisation, directly or indirectly controlling, controlled by or under common control with the Partner
<b>Agreement</b>	means these terms hereunder signed and agreed by both parties and any attached schedules
<b>Client</b>	means a person who is a client or potential client of AXIORY
<b>Client Agreement</b>	means the agreement entered into by the Client and AXIORY that govern all trading activity of the Client with AXIORY. The Client Agreement consists of AXIORY’s Terms and Conditions,

	Policies, and all other legal documentation as these may be found on AXIORY's website and as may be amended from time to time
<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
<b>Parent Partner</b>	means any person or entity that is approved by AXIORY in its sole discretion as a member of the Partner Programme to refer Sub-Partners to 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 Link</b>	means the Link through which the Client and/or Sub-Partner and/or Parent Partner enters 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>Qualified Client</b>	means a person or entity that registers with AXIORY for the first time, and adhering to the following criteria: (a) the Client registers a trading account with AXIORY after entering or clicking the Partner Code or Partner Link, respectively (b) the Client resides in a country where AXIORY provides its Investment Services (c) the Client has been approved by AXIORY
<b>Sub-Partner</b>	means a person or entity that is referred to AXIORY by a Parent Partner, and who applies for and is approved by AXIORY in its sole discretion as a member of the Partner Programme
<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. PARTICIPATION IN THE PARTNER PROGRAMME

- 4.1. The Partner must register and submit all the required documentation set forth in Schedule 1 of this Agreement. AXIORY may, at its sole and absolute discretion, either accept, reject or partially approve the Partner for a limited number of products and/or countries.
- 4.2. In the event that AXIORY approves the Partner to join the Partner Programme, AXIORY shall provide the Partner with a Partner Link and/or Partner Code linked to the Website(s).
- 4.3. Upon AXIORY's approval of the Partner in accordance with Clause 4.1, and by the acceptance of this Agreement, AXIORY shall grant the Partner a revocable, non-exclusive, non-transferable, non-sub-licensable and worldwide limited right to direct Clients, and/or Sub-

Partners and/or Master-Partners to the Website(s), subject to the terms and conditions of this Agreement.

- 4.4. The Partner may not act as agent of AXIORY.
- 4.5. The Partner shall not issue any Marketing Material about AXIORY or its business, whether on electronic media or otherwise, unless AXIORY has supplied the document or approved it in writing.
- 4.6. Subject to AXIORY's prior written approval, the Partner may become a Parent Partner and refer any third party who is not and has not been registered in the Partner Programme. Any Partner who is referred by the Parent Partner and is approved by AXIORY shall be considered for such Parent Partner its Sub-Partner.
- 4.7. AXIORY may decline to accept any introduction to a Client or other Partner.
- 4.8. Any introductions by the Partner which are not made in accordance with the terms of this Agreement will be considered to be a breach of the Agreement, giving rise to immediate termination by AXIORY in accordance with clause 11 of this Agreement.
- 4.9. The Partner has all requisite authority or applicable license, whether arising under applicable laws, rules and regulations or the rules and regulations of any capital market or other competent authority to which the Partner is subject, to enter into this Agreement.
- 4.10. The Partner undertakes to perform its obligations under this Agreement in accordance with all relevant regulatory and legislative requirements and will use its best endeavours to meet its obligations under this Agreement.

## 5. WARRANTIES

- 5.1. The Partner shall:
  - (a) Effect introductions (Clients and/or other Partners) to AXIORY and AXIORY shall approve such introductions, provided they meet its qualifications criteria and suitability standards;
  - (b) Fairly and accurately describe AXIORY's profile and business according to the information provided by AXIORY;
  - (c) Pass on brief contact details of AXIORY to Clients and/or other Partners provided such Clients and/or Partners have consented to this;
  - (d) Inform Clients and/or other Partners who request information regarding the products and services provided by AXIORY to contact AXIORY;
  - (e) Distribute AXIORY's Marketing Material in relation to AXIORY's products and services;
  - (f) Maintain ethical practices, high standards of business, and conduct its business at all times in such a manner so as to reflect favourably on AXIORY;
  - (g) Comply with any business-related instructions, terms or directions given by AXIORY in relation to the Partner Programme; and

(h) Authorise AXIORY to inspect or conduct any due diligence it may require from time to time, without limitation or means of investigation.

5.2. The Partner shall not:

- (a) Advise or recommend to Clients on any investment business provided by AXIORY;
- (b) Conduct discretionary trading on behalf of Clients without a written and signed power of attorney from the Clients, which must be pre-approved by AXIORY;
- (c) Complete registration forms on behalf of Clients relating to the services provided by AXIORY;
- (d) Hold itself out as being an agent or employee of AXIORY, other than as a Partner of AXIORY;
- (e) Enter into any contractual arrangement with any third party in respect of the products and services provided by AXIORY without AXIORY's written consent; and
- (f) Give instructions to transfer funds out of a Client's account, nor accept funds from Clients, but must instruct them to deposit directly with AXIORY.

## 6. REMUNERATION

- 6.1. In consideration for the introductions the Partner effects, AXIORY shall pay the Partner commissions in accordance with Schedule 3 of this Agreement.
- 6.2. Commissions shall be agreed between both parties and confirmed in writing.
- 6.3. AXIORY is entitled to vary the remuneration, frequency and entitlement criteria at any time in its sole discretion, by providing the Partner with at least five (5) days' written notice. The notice shall outline the general nature of the changes and enclose a copy of the updated remuneration schedule. The Partner's continuing participation in the Partner Programme following expiry of the notice period shall be taken as acceptance of the changes.
- 6.4. All payments made to the Partner under this Agreement are and are deemed to be inclusive of any VAT and any other similar taxes, charges and duties payable in respect thereof. The Partner shall account for any VAT or any other similar taxes, charges and duties due or payable in relation to any remuneration and indemnify AXIORY and hold it harmless in relation to such VAT or any other similar taxes, charges and duties due or payable and any other liability arising in relation thereto.
- 6.5. In the event of termination of this Agreement, no commissions shall be payable to the Partner in respect of investment business conducted after the date of termination.

## 7. HOLDOVER OF REMUNERATION

- 7.1. Notwithstanding any other provision of this Agreement, AXIORY may in its sole and absolute discretion, withhold, delay or deny remuneration of the Partner in any of the following events:
- (a) AXIORY has reason to suspect that the Partner's activity is in breach of this Agreement and/or not in compliance with any applicable laws or regulations;
  - (b) The Partner has failed to provide any document as may be demanded by AXIORY or has entered misleading and/or false information to AXIORY;
  - (c) The Partner has infringed intellectual property rights;
  - (d) AXIORY deems suspicious, in its sole and absolute discretion, any activity in the Partner's account, or in any account which appears to be controlled or managed by the Partner; and/or
  - (e) AXIORY determines that the Partner is involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative, or otherwise illegal activity connected to the Partner's account, or in any account which appears to be controlled or managed by the Partner
- 7.2. The Partner hereby irrevocably waives its rights to, and shall indemnify AXIORY for any claim or demand made against AXIORY, its directors, officers, shareholders, employees or against the Website(s) in respect of the exercise by AXIORY of its rights in this clause 7.

## 8. COMPLAINTS

- 8.1 The Partner agrees to fully cooperate in the investigation and resolution of any complaint from a Client and/or other Partner introduced by the Partner and to notify AXIORY immediately in the event that the Partner receives any expression of dissatisfaction about the products and/or services provided as a result of this Agreement.

## 9. INACTIVE AND DORMANT ACCOUNTS

- 9.1 AXIORY reserves the right, in its sole and absolute discretion, to terminate any inactive Partner, having zero (0) balance in its account, without further notice.
- 9.2 AXIORY reserves the right, in its sole and absolute discretion, to terminate any Dormant Partner after previous notice.

## 10. SERVICE MAINTENANCE

- 9.3 AXIORY reserves the right to imitate service maintenance at any time with previous notice to the Partner.



## 11. TERMINATION

- 11.1 Either party may elect to terminate this Agreement for any reason by giving the other fifteen (15) days prior written notice.
- 11.2 Notwithstanding clause 11.1 above, this Agreement may be terminated immediately where:
- (a) The other is in material breach of a term of this 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 this Agreement, 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 this Agreement.
- 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 this Agreement.
- 12.4 Termination of this Agreement shall not in any circumstances give rise to a claim for compensation by the Partner.
- 12.5 Termination of this Agreement 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. INTELLECTUAL PROPERTY AND MARKETING MATERIAL

- 13.1. Nothing in this Agreement shall assign, transfer or vest in either party any Intellectual Property Right owned by the other party.
- 13.2. Neither party shall use Intellectual Property without the other's express prior written consent.

- 13.3. The Partner acknowledges and agrees that the Marketing Material are, and shall remain, the property of AXIORY, and nothing in this Agreement shall convey to the Partner any rights of ownership in the Marketing Materials.
- 13.4. The Partner shall not take any action, or inaction, that would impair the value of, or goodwill associated with, the Marketing Materials.
- 13.5. 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 this Agreement.

#### **14. CONFIDENTIALITY AND DATA PROTECTION**

- 11.1 Both parties agree to duly observe and adhere to all the requirements of the Data Protection Laws.
- 11.2 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.
- 11.3 This clause will not apply to information which was rightfully in the possession of such party prior to this Agreement, 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.

#### **15. INDEMNIFICATIONS**

- 15.1. 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.
- 15.2. 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 this Agreement by a Client and/or Sub-Partner and/or Parent Partner, any governmental, regulatory or self-regulatory authority or organisation.

12.3 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 this Agreement, 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.

## 16. FORCE MAJEURE

16.1. AXIORY shall not be liable for full or partial non-execution of any obligations under this Agreement 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.

## 17. THIRD PARTY RIGHTS

17.1. A person who is not a party to this Agreement has no rights to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that act.

## 18. SEVERANCE

18.1. Any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or

part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

- 18.2. If one party gives notice to the other party of the possibility of any provision or part-provision of this Agreement 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.

## 19. GOVERNING LAW AND JURISDICTON

- 19.1. This Agreement 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.
- 19.2. 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 this Agreement or its subject matter or formation.
- 19.3. 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.

SCHEDULE 1

Onboarding Documentation

A. FOR LEGAL ENTITIES

General Information	
Legal Form	[Limited Company], [Fund], [Trust], [Public Company], [LLC], [Sole Proprietor], [Limited Partnership], [Investment Company], [Branch], [Venture Capital Trust], [Other]
Legal Name	
Country of Incorporation	
Date of Incorporation	
Registration ID	
LEI Code*	
TIN Number	
Company Address	
Company E-mail	
Website URL	
Website Category	[Finance], [Business], [News], [Other]
Target Market	[Africa], [Australia], [Canada], [China], [Europe], [Middle East], [Southeast Asia], [UK], [Other]

\*LEI (Legal Entity Identifier) Code – required primarily by any legal entity who is involved with financial transactions or operating within today’s financial system, especially within the US, UK, or EU. Examples of companies that require a LEI Code fall into (but not limited to) the following classifications:

- Financial Intermediaries (CSDs)
- Banks, Investment Companies and Lenders
- Trade OTC derivatives (except private individuals)
- SMSF (Self-Managed Superannuation Funds) traders and trustees
- Pension Schemes
- Commodities trading
- CFDs (Contracts for Differences)
- Securities transactions, SFTR reporting

Follow this link to find out if you are required to have a LEI Code: <https://www.lei-worldwide.com/who-needs-an-lei-number.html>

Corporate KYC Checklist	
Incorporation Documents	<ul style="list-style-type: none"> <li>✓ Copy</li> <li>✓ Translation attached</li> <li>✓ Indicating:               <ul style="list-style-type: none"> <li>• Date of Registration</li> <li>• Registered Address</li> <li>• Directors</li> <li>• Shareholders</li> </ul> </li> </ul>
Memorandum and Articles of Association/By-laws	<ul style="list-style-type: none"> <li>✓ Copy</li> <li>✓ Translation attached</li> </ul>
Certificate of Incumbency	<ul style="list-style-type: none"> <li>✓ Copy</li> <li>✓ Translation attached</li> <li>✓ Recent (issued up to 3 months ago)</li> </ul>
Bank Details	For commission remittances
Organisational Structure	Must include: <ul style="list-style-type: none"> <li>✓ Full Name &amp; Position(s)</li> <li>✓ All Departments</li> </ul>
Business Plan*	Please refer to guidelines below
Employee List	Persons assigned to the provision of services to AXIORY

\*Please include in your business plan the following:

- (a) how you will contribute to the strategy of AXIORY;
- (b) describe your main functions;
- (c) describe your main objectives;
- (d) provide a financial forecast for profit and loss and cash flow, both over an initial period of thirty-six months

Individual KYC Checklist	
Passport or Identity Card*	<ul style="list-style-type: none"> <li>✓ Copy</li> </ul>
Proof of Address*	<ul style="list-style-type: none"> <li>✓ Copy</li> <li>✓ Recent (issued up to 3 months ago)</li> <li>✓ Translation attached</li> </ul>
Power of Attorney	For the company representative
Board Resolution	Authorizing any person to act on behalf of the company

\*For Directors & Shareholders

## B. FOR INDIVIDUALS

General Information	
Full Name	
Nationality	
Residence Address	
TIN Number	
E-mail	
Website URL	
Website Category	[Finance], [Business], [News], [Other]
Target Market	[Africa], [Australia], [Canada], [China], [Europe], [Middle East], [Southeast Asia], [UK], [Other]

KYC Checklist	
Passport or Identity Card	✓ Copy
Proof of Address*	✓ Copy ✓ Recent (issued up to 3 months ago) ✓ Translation attached
Bank Details	For commission remittances
Business Plan*	Please refer to guidelines below

\*Please include in your business plan the following:

- (a) how you will contribute to the strategy of AXIORY;
- (b) describe your main functions;
- (c) describe your main objectives;
- (d) provide a financial forecast for profit and loss and cash flow, both over an initial period of thirty-six months

## SCHEDULE 2

### Rules and Guidelines of Marketing Materials

Marketing Material must be pre-approved by AXIORY before they can be used. To issue an unapproved Marketing Material is a material breach of this Agreement. The following rules must be followed to ensure that the Marketing Material:

- ✓ Includes AXIORY's name and either address or contact point from which the address is available;
- ✓ Does so in a way which is fair, clear and not misleading;
- ✓ Makes clear the purpose (or purposes) of the Marketing Material at the initial point of communication;
- ✓ Does not make any statement of fact, promise or prediction that is unclear, unfair or misleading and also discloses any relevant assumptions;
- ✓ Any statement of opinion must be held honestly and, unless impracticable, given with the consent of the person concerned;
- ✓ Gives no false indications regarding AXIORY's resources, independence, scale of activities or to the scarcity of service;
- ✓ Does so without causing the design, content or format to obscure or diminish the significance of any statement or warning;
- ✓ Makes no references to approvals by any competent authority, unless such an approval has been obtained in writing;
- ✓ Does not omit any matters that cause the Marketing Material to be unclear, unfair or misleading;
- ✓ Is able to substantiate the accuracy of statements of facts included; and
- ✓ Is pre-approved by AXIORY.

Once AXIORY signs-off for the Marketing Material, the Partner may then be able to proceed with its issuance.

#### Post-Issue Review:

AXIORY shall pro-actively manage the duration and withdrawal of Marketing Material to ensure they are:

- Fair, clear and not misleading; and
- Current and do not contain out of date information.

AXIORY may withdraw any Marketing Material if it does not meet the above criteria.



**SCHEDULE 3**

Remuneration Plans

**A. PARTNER COMMISSIONS**

This Schedule is subject to the terms and conditions of the Partner Agreement.

AXIORY offers the following commission to the Partner for the referral of Qualified Clients in respect of trades executed as follows:

Account Type	c-Trader	MT4
Nano	1 USD/lot closed trade*	2 USD/lot closed trade
Standard	2.5 USD/lot closed trade*	5 USD/lot closed trade
Max	2.5 USD/lot closed trade*	5 USD/lot closed trade**

\*100,000 units of the traded currency

\*\*Set by default at 5 USD, however this amount may reach 10 USD based on performance, and AXIORY reserves the right to adjust it accordingly in its sole and absolute discretion.

**B. PARENT PARTNER COMMISSIONS**

This Schedule is subject to the terms and conditions of the Partner Agreement.

AXIORY offers the following commission to the Partner for the referral of Tier 1 Sub-Partners (only) [in relation to Qualified Clients only]:

Parent Partner's Share of Partner's Commissions
10%

General Payment Terms:

Partner remuneration shall be paid into the respective Partner account after the invoice is issued by the Partner via the portal on monthly basis. Payment shall be executed in USD. In the event the Partner's payment is lower than \$100 (one hundred U.S. dollars) or equivalent amount in another

currency, AXIORY reserves the right not to execute the payment and carry the balance forward to the next payment period.

In the event Partner payment is lower than \$200 (two hundred U.S. dollars), AXIORY will charge additional \$15 (fifteen U.S. dollars) to the standard fees & charges for the transfer.

In the event of termination of this Agreement for any reason, other than any breach of conditions herein by the Partner, AXIORY shall pay the Partner remaining balance of the Partner remuneration, due and payable to the Partner at the time of termination of this Agreement within 30 (thirty) days from the end of calendar month when such Agreement is terminated. For the accurate information for the transfer, Partner shall be held solely responsible.

Payment Method:

AXIORY reserves the right to provide different payment methods to the Partner and change them, in particular for the purpose of ensuring the cheapest and the most effective payment to the Partner.

Any transfer charges & fees, i.e. bank transfer charges or fees of any payment service provider, shall be borne by the Partner.

Individualised Commission Plans:

The commission plans set out in this Agreement may be amended and/or individualised by mutual agreement of the parties upon good faith negotiation.

Lifetime Commissions:

AXIORY may offer lifetime commissions which shall continue to be payable to the Partner (and/or Parent Partner) following any termination of this Agreement, in its sole and absolute discretion, and provided the Partner/Parent Partner:

- (a) complies with the provisions of the Partner Agreement which survive termination;
- (b) does not act in any manner which would entitle AXIORY to terminate the Partner Agreement;
- (c) does not act in any manner which may damage AXIORY's business or reputation or cease, in AXIORY's reasonable opinion, to be a fit and proper person to conduct, or be associated with, designated investment business.