

## PART B of the Referral Partnership Agreement

### 1 INTERPRETATION AND DURATION

These terms and conditions along with Part A of the Referral Partnership Agreement are subject of the entire agreement and set out in detail the contractual relationship between the Referral Partner (the “RP”) and AFX Capital Markets Ltd.

1.1. In this Agreement, unless the context requires otherwise:

“Agreement” Part A and B of this Agreement, including the Appendices, as amended from time to time.

“Commencement Date” - this is the date on which the final signature is placed on this agreement making it binding.

“Regulations”:

(i) CySEC Rules or any other rules of a relevant regulatory authority;

(ii) the rules of the relevant stock exchange, if applicable; and

(iii) all other applicable laws, rules and regulations as are in force from time to time which are binding on either or both AFX and/or the Customer (as applicable).

And the word “Regulatory” will be interpreted accordingly.

“Rules of CySEC” – any rules or regulations set out by the Cyprus Securities Exchange Commission (or any other organisation that might replace it or take over the conduct of its affairs) as may be amended at any time.

“Website” – [www.stofs.com](http://www.stofs.com) / and [www.afxgroup.com](http://www.afxgroup.com)

1.2. References to persons shall include all legal persons including bodies’ corporate and unincorporated associations, partnerships and individuals.

1.3. This agreement is not a tied agent or appointed representative agreement and the RP does not gain any of the Regulatory Permissions held by AFX Capital Markets Ltd or any of its subsidiaries.

1.4. Interpretation of this agreement shall not be influenced by clause headings which have been included for ease of reference only.

1.5. Confidentiality and Data Protection Clauses will survive the termination of this agreement. All clients remain clients of AFX Capital Markets Ltd. throughout and on termination of this agreement including during any notice period. The RP acknowledges and accepts that all information provided by the RP during the application process acted as an inducement to sign this contract, and as such warrants that such information is accurate and not misleading and that if any such information were to change that the RP is duty bound to inform AFX Capital Markets Ltd. and that the RP will remain in compliance with any applicable laws and regulations.

### 2 THE REFERRAL PARTNER’S SERVICES

2.1.1. The RP is appointed on a non-exclusive basis and will provide ‘services’ including but not exclusively;

I. Refer customers to AFX Capital Markets Ltd. trading as ‘**STO** and/or **AFX Group**’ with AFX Capital Markets Ltd. or other such name as advised by AFX Capital Markets Ltd. from time to time, for the services of over-the-counter (OTC) margin forex and Contracts for Difference (CFD) trading or any other products STO advises it is able to offer from time to time as covered by its permissions granted by CySEC.

II. describe activities and services of AFX Capital Markets Ltd. in accordance with the information provided including that AFX Capital Markets Ltd. offers over-the-counter (OTC) margin forex and Contracts for Difference (CFD) trading and any other products AFX Capital Markets Ltd. advises it is able to offer from time to time;

III. maintain high standards of business conduct and carry out its business at all times in such a manner as to reflect favorably on AFX Capital Markets Ltd., its RPs, trading names and any party related to AFX Capital Markets Ltd., and avoid deceptive, misleading or unethical practices or advertising with respect to AFX Capital Markets Ltd. and the services provided by AFX Capital Markets Ltd.; The RP should notify AFX Capital Markets Ltd. as soon as possible should the RP believe an action the RP or its agents, employees or other such persons took may be in breach of this. This includes, but not exclusively, avoiding links with websites that promote illegal activity including but not exclusively, violence, terrorism, racism, sexism, religious or sexual orientation discrimination;

IV. conduct business in its own name, and have and maintain, at its own expenses, all licenses, permits and consents required to conduct its business and to perform its obligations under this Agreement;

V. provide details of any website which will include links to AFX Capital Markets Ltd. or any of its trading names to be pre-approved prior to placement to ensure the website meets the standards of information and category of Clients required by AFX Capital Markets Ltd.;

VI. at all times comply with the terms and conditions of this Agreement and applicable laws and regulations;

VII. permit AFX Capital Markets Ltd. to carry out any due diligence it may require at any time, either onsite or offsite through any means, including without limitation questionnaires. AFX Capital Markets Ltd. may use such information obtained from these checks to terminate this Agreement;

VIII. the RP will accurately record any complaint received providing copies to AFX Capital Markets Ltd. within twenty-four (24) hours. AFX Capital Markets Ltd. will confirm whether this relates to RP service and should be responded to by the RP or AFX Capital Markets Ltd. service in which case the complaint will be logged and responded to by AFX Capital Markets Ltd. In relation to complaints against the RP, AFX Capital Markets Ltd. will be available to assist with advice on how to respond to complaints including setting a timeframe, to ensure the RP meets the standard of response required by this agreement. This may include having in place a complaints procedure agreed by AFX Capital Markets Ltd. Where a complaint is upheld AFX Capital Markets Ltd. reserves the right to suspend, reclaim or not pay commissions due in relation to that customer and reclaim any reasonable costs as a result of the upheld complaint;

IX. the following definition of a complaint will be used when deciding whether a complaint is required to be recorded:

“A complaint is any expression of dissatisfaction about the activity provided or withheld by the RP and can be made orally or in writing.”

X. agreeing to implement any suggestion made by AFX Capital Markets Ltd. promptly and where this is not possible, provide full details as to why not. This will enable AFX Capital Markets Ltd. to assist/make further recommendations.

2.2. AFX Capital Markets Ltd. retains the right of absolute discretion to accept or decline any application made by customers referred to it by the RP and retaining the right to refuse to continue providing the service to Clients, including but not exclusively, to ensure the Clients or AFX Capital Markets Ltd. do not breach any rule, regulation or public policy principle when executing transactions or because the product is not deemed appropriate for the referred Customer given their knowledge and experience.

### 3 RP'S OBLIGATIONS

The RP agrees that:

3.1. It will ensure that its business complies with the legislation of the country of residence of the clients and maintain full records of where it has promoted the service of AFX Capital Markets Ltd.

3.2. The RP will not advertise or circulate to its customers or any other person written information concerning AFX Capital Markets Ltd. without AFX Capital Markets Ltd.'s prior written approval.

3.3. In order to draw Referrals, it will not use any unfair practices or techniques which conflict with AFX Group's ethics, in particular:

A) Act under a Zero Tolerance Spam Policy. No potential client should receive any communication that could fall under the reasonable definition of spam - including advertisements using available email lists if an e-mail owner does not give his clear informed consent to such mail distribution. Such behavior will be treated as sufficient reason for AFX to end this agreement without notice. The RP will pay any costs that occur both during and after the contract in regards to any spam communication it sends including but not exclusively any regulatory or legal fines/costs including the cost of defending such claims.

B) Not use methods which may contribute to the distribution of any computer viruses, malware or pop-ups or any other such method which could reasonably be construed as being comparable.

C) To avoid using any search systems, contextual advertising systems or sponsored search to promote referral link.

D) Not place banners on websites that promote illegal activity including but not exclusively, sexually explicit materials, violence, terrorism, discrimination based on racism, sexism, religion, age, disability, nationality or sexual orientation discrimination, OR on websites which violate any intellectual property or other proprietary rights of any third party or promotes any illegal activities such as streaming sites, illegal drug taking etc. and ensure that banners are placed appropriately given the target audience of the product offered by AFX Group or STO – a complex, high risk financial product.

E) Engage in any fax, broadcast or telemarketing with respect to AFX Capital Markets Ltd's or any of its Related Entities and/or the Platforms.

F) Make any use of “scumware” (as hereinafter defined) or use any other predatory advertising or marketing methods in any of its dealings relating to AFX Capital Markets Ltd's or any of its Related Entities and/or to the Platforms. Use of scumware shall mean the use of pop-up banners that hide banners that are displayed on a

website, the placement of icons beside keywords found in text that if clicked will take the visitor to another website, and other similar practices.

G) ) Make any false, misleading or disparaging representations or statements with respect to AFX or any of its Related Entities or the Platforms or

H) Any other action or inaction may affect negatively on the Company's image or relationship with its regulators or current clients.

3.4. Restriction on E-mail Marketing: RP shall not send any e-mail regarding AFX Capital Markets Ltd or any of its Related Entities and/or the Platforms:

(i) to any individual or entity that has not requested such information;

(ii) to any type of "Safe List" or through any type of "Safe List" service; or

(iii) as part of a confirmation or thank you letter as a result of a posting to a classified advertisement website or a "Free for All Links" website;

3.5. All contents of marketing communication used by RP should be reviewed by AFX Capital Markets Ltd. before distribution / use.

3.6. Provide true accurate complete information about the RP for fully verification purposes and report promptly all changes in personal or contact information. A notification can be sent electronically which will enable the RP to:

a) inform AFX Capital Markets Ltd. promptly

b) confirm that a notification comes from a RP.

3.7. It will create its own RP network, by acquiring new partners for cooperation – each of which are to be approved by AFX Capital Markets Ltd. before acting in such a capacity.

3.8. Not to use the AFX's or STO's Websites design (New or Old) or any of its elements (including full or partial content or structure duplicates) without AFX Capital Markets Ltd. written consent.

3.9. The RP cannot use Logo of AFX or STO without AFX Capital Markets Ltd. s written consent.

3.10. The RP shall bear all costs and expenses for such activities and those outlined in 2.13.

3.11. When the RP provides information to customers or other persons it must not do the following:

3.11.1. provide any investment advice regarding the AFX's trading platform or any other financial services provided by AFX

3.11.2. publish statements or documents about the Financial Services unless the same have been supplied or approved in writing by AFX Capital Markets Ltd.

3.11.3. issue any of its own promotional materials, namely; advertisements, marketing letters/emails or sales literature naming or referring to AFX Capital Markets Ltd or any of its affiliates without the prior written consent of AFX Capital Markets Ltd

3.11.4. discuss the Terms and Conditions on which AFX Capital Markets Ltd will provide Financial Services to the person; and

3.11.5. hold out to the person that the RPs authorised to supply Financial Services, on behalf of the AFX Capital Markets Ltd in any capacity, including via an appointed representative or tied agent relationship;

3.12. Furthermore, the RP agrees that it will not accept or hold in its name any money, securities or property (or extend credit in lieu thereof) to margin, guarantee or secure any trades, Forex or positions effected or carried in any Account.

3.13. The RP will not be responsible for handling and resolving Customer inquiries and complaints relating to the Accounts and will immediately refer any such inquires or complaints to AFX Capital Markets Ltd.

#### **4 AFX'S OBLIGATIONS**

4.1. Provide the RP with an RP Code (ID) and an RP referral link

4.2. Pay the commission outlined in to the RP on the terms and in the amounts specified in this Agreement.

4.3. AFX has the right to require the RP provides information resource to enable AFX to revise the RP link where necessary.

4.4. Assess any financial promotion to be released and provide Approval where it is able to do so within the regulatory requirements of fair, clear and not misleading with appropriate evidence held to back any claim.

#### **5 RP's COMMISSION**

5.1. AFX will pay to the RP commission in accordance with the terms as set out in Part A of the Agreement;

5.2. Commission will be calculated at the end of every month and AFX Capital Markets Ltd. will credit the commissions (and any other returns) accrued on close of business to the RP's account ten (10) days after the last day of the month in which such a commission or returns have been accrued.

5.3. In the case that AFX Capital Markets Ltd. believes that clients referred by the RP are involved in suspicious trading activity, then the Company has the right to delay payment of Commission(s) until investigation of the suspicious activity is complete.

## 6 DEALING WITH CUSTOMER

6.1. The RP and the Customers selected by AFX Capital Markets Ltd. agree that the Customers will sign AFX Capital Markets Ltd's relevant agreements and documentation (the "Documents"). The Customer will confirm that it has reviewed the Documents. The Customer and the RP confirm that the Customer has the full capacity and does not breach any agreements, laws and regulations by entering and executing the Standard Documents.

6.2. The RP must disclose any agreement, delegation, whether total or partial, or power over the Customer Account, or information made known or communicated to the RP by the Customer or their representative.

6.3. Customer information will be kept safe, including but not exclusively, safe storage of data including password protection, locking away of any personal data overnight, the safe destruction of client data etc.

6.4. The RP will notify AFX Capital Markets Ltd. should it become aware of information that may influence AFX Capital Markets Ltd.'s decision to accept and continue to accept the Customer. This includes but not exclusively: The person is suffering financial difficulties, the person has become a politically exposed person within the definition used by CySEC, the person has been charged with a criminal offence other than a basic driving conviction and other such situations.

6.5. AFX Capital Markets Ltd will perform all cashiering functions for the Referred Clients' accounts including, without limitation, receiving deposits and processing withdrawals for transactions in Forex, and transmission of margin calls directly to Customers.

## 7 CONFIDENTIALITY

7.1. The RP will keep confidential all information it receives about AFX Capital Markets Ltd.'s business and activities, Customer information and this Agreement (the "Confidential Information") in accordance with the AFX Capital Markets Ltd. Client Privacy and Cookies Policy, the appropriate EU standards and any standards in the RP's country of origin if such standards provide higher protection. The RP should notify AFX Capital Markets Ltd. if such provisions provide contrary obligations immediately on becoming aware of such conflict. This Clause will survive the termination of this Agreement.

7.2. The RP will not disclose, and will prevent its employees and agents from disclosing, in whole or in part the Confidential Information to any individual or entity, except with the express prior written authorisation of AFX Capital Markets Ltd. The RP acknowledges that the disclosure of the Confidential Information may cause irreparable damage to AFX Capital Markets Ltd. If a disclosure occurs, the RP will immediately notify AFX Capital Markets Ltd. and take all steps necessary to remedy such a disclosure of the Confidential Information.

7.3. Each Party shall keep confidential any information such Party may acquire as the result of this Agreement regarding the business and affairs of the other Party, and shall make available to third parties only such agreements, documents and papers supplied by the other Party as may be authorized by the other Party in writing or pursuant to any order, subpoena or other process of a court or regulatory body of competent jurisdiction. Each Party shall give the other Party prompt notice of the receipt by such Party of any such order, subpoena or other process.

## 8 DATA PROTECTION

8.1. AFX Capital Markets Ltd. emphasises that it is complying with all the personal data regulations and in particular with the General Data Protection Regulation (GDPR). As a result, the RP covenants and warrants that they will always execute the work in a way that will protect the personal data of clients, colleagues, collaborators by applying the related data protection measures.

8.2. Any data breach may result in theft, fraud, physical harm, psychological distress damage to reputation of AFX Capital Markets Ltd, clients, employees and associates as particularly severe potential consequences. Hence, RP is expected to notify the controller without undue delay after becoming aware of a data breach.

8.3. Moreover, in case RP commits a data breach, AFX Capital Markets Ltd. is obliged to conduct an investigation and address the matter to the Data Protection Authorities. AFX Capital Markets Ltd reserves the right to bring disciplinary action against the RP and even terminate the collaboration, depending on the seriousness of data breach. AFX Capital Markets Ltd may even address the matter in the competent courts and seek injunctions against RP in order

to restrict the data breached caused by RP.

## 9 MUTUAL INDEMNIFICATION

- 9.1. The AFX Capital Markets Ltd agrees to indemnify, defend and hold RP's RPs, directors, officers, shareholders, employees, representatives, auditors, internal auditors, each person, RP's successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges, expenses and fees including, without limitation, attorneys' fees and costs arising out of or relating to the AFX's performance under this Agreement, any introduced account's claim by the RP, or any violation by the AFX of any applicable law and regulations. The RP will not be liable for any claim of a third party arising out of or related to this Agreement.
- 9.2. AFX will not have any liability in contract, tort (including negligence and breach of statutory duty) or otherwise for any indirect, special or consequential loss, loss of profits, revenue, contracts or anticipated savings, loss or damage arising from loss, damage or corruption of data, cost or expense of any kind whatsoever and howsoever caused other than willful misconduct or grave negligence of the AFX.
- 9.3. Neither the RP nor the AFX Capital Markets Ltd. shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

## 10 DECLARATIONS, WARRANTIES AND COVENANTS

10.1 The RP represents, warrants, and covenants as follows:

- a) it is duly organised, validly existing, and in good standing under the laws of the jurisdiction of its organisation, and is qualified to do business in the jurisdiction of its organisation;
- b) it has all requisite authority, under the laws and rules and regulations of the jurisdiction of its organisation and in each other jurisdiction in which it conducts business to enter into this Agreement and to provide the services in accordance with the terms of this Agreement;
- c) the Customer referred under this Agreement has been selected in accordance with the pre-requisites as specified by AFX Capital Markets Ltd. and when entering into transactions with STO complies with applicable laws and regulations;
- d) it is now, and during the term of this Agreement that the RP will remain in compliance with all applicable laws and regulations;
- e) it will provide such access, assistance and information as STO, its RPs and any party related to AFX Capital Markets Ltd., may reasonably require to enable it to perform the Services and to fulfill its obligations to Customers and any legal, regulatory or tax authority;
- f) all information provided by the RP during the application process acted as an inducement to sign this contract, and as such warrants that such information is accurate and not misleading and that if any such information were to change that the RP is duty bound to inform AFX Capital Markets Ltd. and that the RP will remain in compliance with any applicable laws and regulations;
- g) it will provide such access, assistance and information as AFX Capital Markets Ltd., its RPs and any party related to AFX Capital Markets Ltd., may reasonably require to enable it to perform a regular review of the service provide by RP to ensure the terms of this agreement are met;
- h) It will ensure that all instructions or information to be passed to AFX Capital Markets Ltd., Customers or third parties in relation to the Services shall be complete and accurate and passed on promptly;
- i) it will inform AFX Capital Markets Ltd. of any agreement, delegation, whether total or partial, or power over the Customer's Account, or information made known or communicated to it by the Customer or their representative;
- j) it will notify AFX Capital Markets Ltd. promptly on becoming aware that the Customer is or may be experiencing financial difficulties of any kind;
- k) it will not provide personal financial, legal or tax advice, where personal advice is defined as advice which takes into account an individual's objectives, financial situation or needs;
- l) It will notify AFX Capital Markets Ltd. should it become aware of information that may influence AFX Capital Markets Ltd. decision to accept and continue to accept the Customer. This includes but not exclusively: The person is suffering financial difficulties, the person has become a politically exposed person within the definition used by CySEC, the person has been charged with a criminal offence other than a basic driving conviction and other such situations.

AFX Capital Markets Ltd. will not have any liability in contract, tort (including negligence and breach of statutory duty) or otherwise for any indirect, special or consequential loss, loss of profits, revenue, contracts or anticipated savings, loss or damage arising from loss, damage or corruption of data, cost or expense of any kind whatsoever and howsoever caused other than willful misconduct or grave negligence of the AFX Capital Markets Ltd.

10.2 AFX Capital Markets Ltd. represents, warrants, and covenants as follows:

- a) it is duly organised, validly existing, and in good standing under the laws of the jurisdiction of its organisation, and is qualified to do business in the jurisdiction of its organisation;
- b) it will provide support to enable the RP to fulfill its potential until either party provide notice of termination or immediate termination is affected;
- c) it will provide the RP with resources to attract Customer including at least one advertising banner which will link to the RP referral link and will include cookies to assist in monitoring whether potential clients join at a later date;
- d) it will record any new client account against the RP where the Customer has been directed from RP website(s). This can be anytime within the last 30 days prior to joining. Where the potential customer is referred to us by a number of websites – i.e. clicks through using more than one RP – the account will be assigned to the last RP. Where this is one of AFX Capital Markets Ltd.'s own advertisements the Customer will not be classed as referred; However if the customer opens an account with the RP referral link, the Customer will be classed as referred.
- e) on receiving an application from a potential Customer AFX Capital Markets Ltd. will process this promptly carrying out an introduction call to the RP to ensure the potential Customer meets the eligible criteria to becoming an Customer. It will collect the required documents and assist the potential Customer with depositing funds. AFX Capital Markets Ltd. will notify the RP by email when the potential Customer has met the eligible criteria, provided the required documents and made a deposit;
- f) will provide an online account interface to allow the RP to monitor their Customers trading volumes;
- g) will provide [monthly] statements by email outlining the trading volume carried out by each Customer referred by the RP.
- h) AFX Capital Markets Ltd agrees not to solicit accounts or leads generated by the RP. Furthermore, AFX Markets agrees not to open accounts or referrals that are generated by the RP ever in the event that the referred party contacts AFX Capital Markets Ltd directly, or via the AFX Ltd. website.
- i) it is now, and during the term of this Agreement that the AFX Capital Markets Ltd will remain in compliance with all applicable laws and regulations
- j) All information provided by the AFX Capital Markets Ltd during the application process acted as an inducement to sign this contract, and as such warrants that such information is accurate and not misleading and that if any such information were to change that the AFX Capital Markets Ltd is duty bound to inform RP. and that the AFX Capital Markets Ltd will remain in compliance with any applicable laws and regulations.

## 11 SERVICES NOT PERFORMED BY AFX Capital Markets Ltd

- 11.1. AFX Capital Markets Ltd will not perform any of the following services or functions, and will have no liability to either the RP or third parties with respect to these services or functions:
- 11.2 Preparation of the RP's general accounting and payroll records, financial statements, or regulatory reports.
- 11.3 Payment of sums due and owing by the RP to any Customer, regardless of whether such sums arise from or are attributable to any:
  - 11.3. 1 Financial transactions between the RP and such Customer;
  - 11.3.2 Funds borrowed by the RP from such Customer; and
  - 11.3.3 Judgment rendered against the RP by a court of competent jurisdiction or applicable regulatory authority or market governing organisation, an arbitration decision rendered against the RP or a settlement of any lawsuit or other dispute.
- 11.4 Payment of the RP's general business expenses.
- 11.5 Payment of commissions to the RP's associated persons.
- 11.6 Verification of information and instructions provided to AFX Capital Markets Ltd by the RP or by Customers.
- 11.7. The RP acknowledges that AFX Capital Markets Ltd will be entitled to rely upon any such information or instructions which AFX Capital Markets Ltd, in its sole discretion, believes to be correct and bona fide.

## 12 NOTICES

- 12.1 All notices or other communications under or in connection with this Agreement will be given in writing and, unless otherwise stated, may be made by letter, facsimile or email. Any such notice will be deemed to be given as follows:
  - a) If by letter, when delivered personally or on actual receipt;
  - b) If by facsimile or email, when received in that form.

### **13 TERMINATION**

13.1 This Agreement may be terminated effective of a 60 day written notice provided by either party.

13.2. Both parties may terminate this Agreement without written notice to the other party immediately upon the occurrence of the following:

(a) The other party ceases for any reason whatsoever to provide the services as set out in this Agreement or the other party is incapable of providing the services as set out in this Agreement;

13.3. As from the termination of this Agreement, each party return to the other all documents, brochures, business cards, call reports or other material in the it's possession relating to the other parties' services under this Agreement.

13.4. After termination of this Agreement the referred Clients and Customers will remain the Clients and Customers of the RP for a lifetime. All revenues set out in Part A must be paid out for the lifetime of the customer. This will survive the termination of this agreement. On request, AFX, will meet all endeavours to move the customer to a new Broker which has been suggested to the Clients and Customers by the RP. AFX Group shall not market the RP's Customers during this Agreement and for a period of five (5) years after termination of this Agreement.

### **14 VARIATION**

14.1. AFX Capital Markets Ltd reserves the absolute discretion to amend the terms of agreement or take such action as is necessary, if required to meet regulatory, legal or tax obligations. This will be done either with notice, where possible or where it is not, with prompt notification of the change.

14.2. AFX Capital Markets Ltd reserves the absolute discretion to alter, remove, or replace part or all of the commission structure applicable. Where the change is deemed to adversely affect the RP, AFX Capital Markets Ltd will provide thirty (30) days written notice. Where the change is deemed beneficial to the RP, STO may or may not provide notice. However, prompt notification after implementation will be made.

14.3. The only recourse available to RP should the agreement be amended is to terminate the agreement on provision of thirty (30) days' notice. Following notification of any changes, the continued participation as the RP will constitute acceptance of the modification and the RP will become bound by it.

14.4. Neither party shall assign the benefit or burden of this Agreement without obtaining the prior written consent of the other party.

14.5. This Agreement may not be amended or modified except in writing and signed by or on behalf of both parties. This Agreement represents the entire understanding between the parties, all prior discussions and negotiations are merged in it.

### **15 APPLICABLE LAW AND JURISDICTION**

15.1 This Agreement forms the entire agreement between the Parties and supersedes all prior existing arrangements or agreements between them. This agreement will be governed by the laws of Cyprus without reference to any conflicts of law provisions. The place of performance and the place of jurisdiction for any proceedings whatsoever, including for the Client domiciled abroad, is Limassol, Cyprus. However, AFX Capital Markets Ltd. retains the right to file an action in the country of domicile of the Client or before any other competent court, in which case Country Customer's law will still apply.

15.2. No failure by either party to exercise or assert or claim any right or entitlement under this Agreement shall be construed as a waiver of that right or entitlement

15.3. If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. If the non-solicitation or non-competition provisions are found to be unreasonable or invalid, these restrictions shall be enforced to the maximum extent valid and enforceable.

15.4. Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this agreement.

## **16 COPYRIGHT AND TRADEMARKS**

- 16.1. The RP will ensure that it has the appropriate permissions to use any copyright or trademarked material.
- 16.2. The RP assumes all responsibility for the use of copyright and trademarked materials.
- 16.3. Where permission is granted to use copyright and trademarked materials the RP will ensure such permission has sufficient terms to ensure that should this agreement end, such permission would continue and be passed to AFX.

## **17 ZERO TOLERANCE SPAM POLICY**

17.1. The RP will act under a Zero Tolerance Spam Policy. No potential client should receive any communication that could fall under the reasonable definition of spam. Such behaviour will be treated as sufficient reason for AFX to end this agreement without notice. The RP will pay any costs that occur both during and after the contract in regards to any spam communication it sends.

## **18 COMPLIANCE OF LAWS**

18.1. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

## **19 ASSIGNMENT/SUBCONTRACTING**

19.1. Neither party shall have the right to assign or subcontract any part of its obligations under this agreement.

## **20 ATTORNEY'S FEES.**

20.1. The non-prevailing party in any dispute under this agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

## **21 ENTIRE AGREEMENT/INTEGRATION PROVISION.**

21.1. This agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

## **22 RELATIONSHIP OF THE PARTIES.**

22.1. The relationship of the parties under this agreement is that of an independent contractor and the company hiring the contractor. In all matters relating to this agreement each party hereto shall be solely responsible for the acts of its employees and agents, and employees or agents of one party shall not be considered employees or agents of the other party. Except as otherwise provided herein, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party. Nothing in this agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein.

## **23 SUCCESSORS AND ASSIGNS**

23.1. This agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

## **24 WAIVER**

24.1. Failure of either party to insist on strict compliance with any of the terms, covenants, and conditions of this agreement shall not be deemed a waiver of such terms, covenants, and conditions, or of any similar right or power hereunder at any subsequent time.

## **25 CONFLICTS**

25.1. The terms of this Agreement shall control over any conflicting terms in any referenced agreement or document.

## **26 TERMINATION ON INSOLVENCY**

26.1. Either party has the right to terminate this agreement where the other party becomes insolvent, fails to pay its bills

when due, makes an assignment for the benefit of creditors, goes out of business, or ceases production.

## **27 WRITTEN MODIFICATION**

27.1. This agreement may be amended or modified only by writing executed by both parties.

## **28 CUMULATIVE RIGHTS**

28.1. Any specific right or remedy provided in this contract will not be exclusive but will be cumulative of all other rights and remedies.

**ALL THE TERMS PROVIDED IN PART B OF THIS AGREEMENT ARE SUBJECT TO THE ENTIRE AGREEMENT AND THE RP IS BOUND BY THESE TERMS AND CONDITIONS BY SIGNING PART A OF THIS AGREEMENT**