

**DP FUNDED  
AFFILIATE AGREEMENT**

**1. INTRODUCTION**

1.1. This Affiliate Agreement (“**Agreement**”) is entered into on the date of the Affiliate’s acceptance of this Agreement between:

1.1.1. Doo Prime Vanuatu Limited (Company No. 700238) incorporated with its address at Govant Building, 1st Floor, PO Box 1276, Port Vila, Republic of Vanuatu (hereinafter referred to as “**DP Funded**”); and

1.1.2. the affiliate;

(DP Funded and the Affiliate are hereinafter singularly referred to as “Party” and collectively referred to as “Parties”).

1.2. The Affiliate may advertise the Services provided by DP Funded to potential clients in accordance with the terms of this Agreement (“**Affiliate Services**”).

**2. PROGRAM ADMISSION**

2.1. Admission to DP Funded Affiliate Program is subject to a selective review process. To qualify for admission, applicants must fulfill the following criteria:

a. Applicants shall furnish authentic and current identification documents as requested by DP Funded and pass the KYC check;

b. Applicants shall demonstrate a substantial and actively engaged following on relevant social media platforms, evidencing their capacity to reach and influence their intended audience;

c. Any contents submitted during the application process, including but not limited to videos, must be original creations of the applicant and shall accurately represent their marketing skills and expertise.

2.2. The Affiliate agrees to provide true, accurate and complete information to DP Funded in its application form and at all times.

2.3. Failure to comply with any of the aforementioned criteria may result in the rejection of the application. DP Funded retains the sole discretion to deny any application that does not meet its standards for authenticity, brand representation or any other criteria it deems relevant.

**3. AFFILIATE LINK**

3.1. Upon acceptance into the Affiliate Program, Affiliates will receive an email directing them to log in to their DF Funded Affiliate Dashboard. Within the dashboard, Affiliates will find a unique tracking link assigned to the Affiliate’s account (“**Affiliate Link**”). This Affiliate Link will track all referred traffic and earnings for the purpose of calculating Commissions as outlined in this Agreement.

3.2. The Affiliate is responsible for notifying DP Funded of any malfunctions of the Affiliate Link or other problems with its participation in the Affiliate Program. The Affiliate shall not modify or change the Affiliate Link.

#### 4. COMMISSIONS

- 4.1. Subject to Applicable Law, in consideration of the Affiliate providing the Affiliate Services, DP Funded will pay the Affiliate the amounts specified on the dashboard – commissions page (“**Commission**”) subject to the terms of this Agreement and in accordance with the structure detailed on the above website
- 4.2. For purposes of this Agreement, “**Applicable Law**” means all laws, regulations, guidelines, statements and best practices applicable to the Affiliate, DP Funded, potential customers, Referred Customers, and Approved Customers, as applicable, including but not limited to those relating to trading in financial instruments, anti-money laundering and terrorist financing, anti-fraud, customer protection, protection of personal data etc.
- 4.3. For the avoidance of doubt, DP Funded, may in its sole discretion, without giving any reasons for any such decision, accept or reject or otherwise decline to accept any customer being referred to by the Affiliate (“**Referred Customer**”) and has no obligation to provide services to any Referred Customer. DP Funded will not onboard any Referred Customer who is a resident of a country from which the services of Affiliate under this Agreement are prohibited by Applicable Law or for which DP Funded lacks the regulatory permissions required to provide the services, each as determined by DP Funded in its sole discretion.
- 4.4. If any potential customer opens more than one account, no additional commissions will be payable in respect of any such additional accounts.
- 4.5. Where two or more potential customers open a single joint account, only one set of commissions shall be payable in respect of such potential customers.
- 4.6. The Affiliate agrees and acknowledges that:
  - 4.6.1. the Commission may be suspended, forfeited or terminated in the event:
    - a. the Affiliate fails to provide any required information in respect of DP Funded’s know-your customer, anti-money laundering or other internal checks, or any of the information provided by the Affiliate is found to be incomplete, inaccurate or misleading;
    - b. the Referred Customer was not accepted due to any reasons;
    - c. the Referred Customer was introduced by fraud, deception, manipulation or other illegal activity (“**Fraudulent Traffic**”);
    - d. the Affiliate is involved or under suspicion of involvement in fraudulent or illegal activities (including but not limited to spam, false advertising, deposits generated by stolen credit cards, manipulation of the service by fake redirects, automated software, robots or other similar multi-optimization methods);
    - e. the Affiliate has not acted in the best interest of DP Funded or has acted in bad faith;
    - f. the commission is prohibited under Applicable Laws;
    - g. the Affiliate has breached any Applicable Laws, or any terms of this Agreement;
    - h. a force majeure event occurs;
    - i. there is any dispute or complaint from the Referred Customer;
    - j. the Referred Customer has abused or acted in bad faith or conducted any abusive trading activity;
    - k. the Referred Customer acts contrary to the contractual documentation linking such Referred Customer with DP Funded;
    - l. any reasonable circumstances as DP Funded deems fit.
  - 4.6.2. the Affiliate shall bear all applicable bank charges, currency exchange fee, administrative fee, tax and ancillary fees in relation to the Commissions;

- 4.6.3. DP Funded shall not be liable for any loss or damages as a result of any error in the calculation of the Commissions;
- 4.6.4. DP Funded reserves its sole discretion in :
  - a. Amending the percentage and calculation method of the Commission at any time without any prior notice to the Affiliate;
  - b. Amending the payment term (including date and time) of the Commissions without any prior notice;whereby the Affiliate's continued participation will be deemed as acceptance to the amended calculation of Commissions or payment term (as may be applicable).
- 4.6.5. any dispute in respect of the Commission amount must be communicated to DP Funded within 7 calendar days from the date of the payment or receipt of a non-payment notice. Failure to do so constitutes a waiver of the right to dispute.
- 4.6.6. The Affiliate shall be solely responsible for the accuracy of payment details provided to DP Funded. The Affiliate is obliged to inform DP Funded of any change of payment details and is solely responsible for any error in payment details provided to DP Funded.
- 4.6.7. If a sale is refunded, the associated commission will be deducted from the Affiliate's balance.

## **5. ADVERTISING AND PROMOTIONS**

- 5.1. DP Funded shall grant the Affiliate a non-exclusive, revocable and non-transferable licence and right to use and publish and display DP Funded's logo, trademark, marketing and promotional materials on the Affiliate's website, social marketing platform and other platforms available solely for Affiliate to perform the Affiliate Services and fulfil the Affiliate's obligations under this Agreement, provided that:
  - 5.1.1. DP Funded's written approval shall be obtained before any information or functionalities relating to DP Funded, the Services and subsequent amendments are published on the IB's website;
  - 5.1.2. DP Funded's official website link shall be published on the Affiliate's website;
  - 5.1.3. the phrase "this website is operated by the introducing broker of DP Funded, introducing broker number [number]. This is not the official website of DP Funded." or similar wording shall be clearly displayed at the footer and header of the website;
  - 5.1.4. DP Funded's information, logo and banners are displayed and provided;
  - 5.1.5. details and information on DP Funded are clear, up-to-date and not misleading;
  - 5.1.6. the IB shall clearly explain the status and relationship of the Affiliate with DP Funded and shall not fraudulently or negligently misrepresent the customers;
  - 5.1.7. DP Funded reserves the right to request the Affiliate to amend the Affiliate's website and promotional materials whenever necessary.
- 5.2. The Affiliate undertakes not to use any licence and rights granted by DP Funded otherwise than expressly provided in this Agreement. The Affiliate shall not:
  - 5.2.1. offer any bonus payments, rebates or commissions or other promotional payments to potential customers in consideration of such potential customers opening an account with DP Funded;

- 5.2.2. offer any target customers, whether directly or indirectly, any kind of incentive or inducement which would be inconsistent with the Applicable Law;
- 5.2.3. use malware, spyware techniques, peer-to-peer distribution methods and paid to click networks, or doorway pages opening the DP Funded website, or use any other aggressive advertising or marketing methods in any of its dealings relating to this Agreement;
- 5.2.4. promote DP Funded or use the marketing materials on any website engaged, directly or indirectly, in conduct that DP Funded, in its sole discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of DP Funded, including without limitation, directly or indirectly:
  - a. in the operation of an illegal business;
  - b. in an illegal activity or offering of any illegal good or service;
  - c. containing or promoting content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic or that links to a website that does so;
  - d. in indiscriminate or unsolicited commercial advertising emails;
  - e. involving placing links to the DP Funded website in spam or unsolicited promotions, banner networks, counters, guest books, internet relay chat channels or through similar Internet resources; or
  - f. causing or enabling any transactions to be executed through Fraudulent Traffic.
- 5.2.5. actively target any marketing activities relating to DP Funded to persons under the age of 18;
- 5.2.6. utilize any third party's intellectual property (included, but not limited to, trademarks) without proper authorization;
- 5.2.7. compete or manipulate DP Funded's Intellectual Property Rights on search engine portals or social media platform;
- 5.2.8. market directly or indirectly to target customers on any website through which DP Funded actively promotes its services and/or in any manner which DP Funded deems in its sole discretion competes with DP Funded;
- 5.2.9. misrepresent the status of the Affiliate or the relationship between the Affiliate and DP Funded;
- 5.3. utilize the DP Funded website address, legal name (including any variation thereof including any misspelling, modification, or derivative thereof), or register any domain names, keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service that incorporate such terms or any other intellectual property owned by any DP Funded.
- 5.4. Without prejudice to the foregoing, the Affiliate shall provide to DP Funded such information as DP Funded (or any regulator of DP Funded) may request from time to time, including without limitation, the marketing activities conducted by the Affiliate and materials issued to target customers.
- 5.5. The Affiliate undertakes that its marketing activity and any content to be posted or published on the Affiliate's websites shall not be directed toward minors or any other person who is not part of DP Funded stated target market, and shall not engage in any other practices which may affect adversely the credibility or reputation of DP Funded and the DP Funded Services, including without limitation promoting sexually explicit materials, violence,

discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities or otherwise objectionable content, include material that is in breach of or infringes any intellectual property rights of any third party (including any material copied from third parties without their permission) or including any false, misleading or disparaging representations or statements.

- 5.6. Should an Affiliate violate any of the sub-clauses under Clause 5, DP Funded reserves the right to terminate the Affiliate program membership and invalidate any past or pending Commissions, and pursue any and all available remedies to recover damages resulting from the Affiliate's breach.

## **6. DURATION AND TERMINATION**

- 6.1. This agreement shall come into force on the date of execution and shall continue until terminated by either party at any time by giving the other party 5-days' notice by email at [cn.support@dpfunded.com](mailto:cn.support@dpfunded.com) (for communication in mandarin) or [en.support@dpfunded.com](mailto:en.support@dpfunded.com) (for communication in English), in which case this Agreement shall terminate at the end of that notice period ("**Termination Date**").

- 6.2. Upon the occurrence of any of the following events and without prejudice to the Party's rights under this Agreement, DP Funded may (but shall not be obliged to) immediately by written notice terminate this Agreement in the event:

6.2.1. any Specified Default Event occurs;

6.2.2. any Force Majeure event occurs;

6.2.3. the Affiliate breaches any material terms and conditions of this Agreement;

6.2.4. the Affiliate refers or introduces less than 3 Clients within a 90 calendar days period from the date of this Agreement;

6.2.5. the Affiliate is no longer fit and proper to perform the services;

6.2.6. the Affiliate committed or is suspected of committing any act which may damage the reputation or interests of DP Funded.

- 6.3. The Commission shall be calculated until the Terminate Date. The Affiliate shall not be entitled to receive any commission generated after the Termination Date.

- 6.4. Upon the termination of this Agreement, any outstanding Commission payable by DP Funded to the Affiliate shall be made within 60 calendar days from the Termination Date, subject to deduction of:

6.4.1. any outstanding amount owed by the Affiliate to DP Funded;

6.4.2. any loss incurred by DP Funded as a result of the Affiliate's breach of this Agreement;

6.4.3. any charges and additional expenses incurred or to be incurred by the DP Funded as a result of the termination of the Agreement;

6.4.4. any damages which arose during the arrangement or settlement of pending obligations.

- 6.5. Upon termination of this Agreement, all licenses and rights granted under this Agreement and access to the Affiliate Dashboard shall be revoked immediately. The Affiliate undertakes as follows upon the termination of this Agreement:
- 6.5.1. to dispose and destroy all documents, information and details of DP Funded possessed by the Affiliate;
  - 6.5.2. to return or destroy all samples and promotional and advertising material used;
  - 6.5.3. to cease representing itself as DP Funded's Affiliate and cease the conduct of the service;
  - 6.5.4. to cease to use DP Funded's intellectual property and to execute such confirmation of cessation of use of the intellectual property as is required by DP Funded;
  - 6.5.5. to return to DP Funded all originals and copies of all documents and information in any form containing or covering in any way any part of DP Funded's intellectual property.
  - 6.5.6. not to entice or solicit any customers away from DP Funded;
  - 6.5.7. not to do any act which may cause any foreseeable loss or damage to the reputation and interest of DP Funded;
  - 6.5.8. in the event the Affiliate has posted DP Funded's materials on the Affiliate's website and other platforms, the Affiliate is obliged to immediately remove all information related to DP Funded from the website and other platforms.
- 6.6. DP Funded rights in this Clause 6 shall not be limited to other rights available in any Applicable Laws. The Affiliate acknowledges that DP Funded shall not be liable for any loss or damages in exercising its rights in Clause 6.

## **7. REPRESENTATIONS AND UNDERTAKINGS**

- 7.1. The Affiliate represents and warrants to DP Funded, and agree that such representation and warranty is deemed repeated each time the Affiliate performs the Services by reference to the circumstances prevailing at such time:
- 7.1.1. in case of corporate entity - it is a company duly organized and validly existing under the laws of its country of incorporation;
  - 7.1.2. the Affiliate has the full capacity and power to enter into and perform its obligations under this Agreement, including any requisite authorizations applicable to it in order to offer the Services, and has taken all necessary action to authorize the execution, delivery and performance of the Agreement;
  - 7.1.3. by entering into this Agreement, the Affiliate will not breach any current or future obligation that the Affiliate have, or may have, with any third party;
  - 7.1.4. all information it has provided, and will provide, to DP Funded is true, accurate, complete and not misleading, and it shall notify DP Funded if any information in its application form or otherwise provided to DP Funded changes or is false, inaccurate or misleading in any respect and shall update such information without undue delay (and in any case no later than 7 days from the date of the change);

- 7.1.5. (if applicable) the Affiliate and its shareholders, Board of Directors and key employees have not been subject to any legal or regulatory investigations or been subject to any sanctions or fines or other penalties for breaches of Applicable Law;
- 7.1.6. the Affiliate is not bankrupt or subject to any administrative, insolvency order, tax or other proceedings;
- 7.1.7. the Affiliate has not been convicted for any criminal activity or been subject to any sanctions, regulatory or other investigations, for unlawful or unethical conduct or breach of Applicable Law other than minor traffic offenses (not related to the performance of this Agreement);
- 7.1.8. the Affiliate shall not do anything or fail to do anything which would or may constitute a breach of Applicable Law;
- 7.1.9. the Affiliate shall promptly notify DP Funded of any investigations or proceedings that are initiated against it including any regulatory investigation of a regulatory authority in any jurisdiction and whether or not related to the Affiliate Services;
- 7.1.10. the Affiliate shall comply with any request(s) from any regulatory authority to which DP Funded is subject, whether such request comes directly from the relevant regulatory authority or from DP Funded;
- 7.1.11. the Affiliate shall disclose to DP Funded any information of which it is aware that may affect the relationship DP Funded may or does have with any target customer;
- 7.1.12. the Affiliate shall not accept any funds from potential customers or Referred Customers or trade on their behalf;
- 7.1.13. the Affiliate shall not support potential customers or Referred Customers with any technical or other matters associated with the said customer's trading with DP Funded;
- 7.1.14. the Affiliate shall not provide or offer to potential customers or Referred Customers any investment, tax, legal or any other advice, opinion or information;
- 7.1.15. the Affiliate shall not represent to any customers or other create an impression that such customer is guaranteed any profits by DP Funded;
- 7.1.16. the Affiliate will comply with DP Funded's Privacy Policy (available on DP Funded's website) and all regulations and policies of DP Funded on the protection of personal data;
- 7.1.17. the Affiliate shall not directly or indirectly, solicit or entice customers away from DP Funded;
- 7.1.18. the Affiliate shall not provide any sort of financing arrangement or loan to the customers.

## **8. INDEMNITY AND LIMITATION OF LIABILITY**

- 8.1. The Affiliate shall indemnify and hold DP Funded and its affiliates harmless from all costs, losses, liabilities, damages, proceedings (including legal fees), liabilities and claims arising from:
  - 8.1.1. any breach by the Affiliate of the terms of this Agreement;

- 8.1.2. the Affiliate's misuse of the Marketing Materials;
  - 8.1.3. claim related to the Affiliate's website, operations or services; and/or
  - 8.1.4. the Affiliate Services to the extent such activities result in any breach of Applicable Law.
- 8.2. For the avoidance of doubt, the Affiliate shall indemnify DP Funded for any and all direct or indirect losses, costs, fines or penalties how-so-ever arising which DP Funded incurs as a result of any breach by the Affiliate of its obligations under this Agreement.
- 8.3. In no event shall DP Funded, its parent corporation or other related entities, successors and permitted assigns, and their respective officers, directors, shareholders, employees, service providers or suppliers (collectively, the "DP Funded Indemnified Parties") be liable for lost profits or data, or any special, incidental or consequential damages arising out of or in connection with the Affiliate Services or this Agreement (however arising, including negligence), and including, without limitation, as a result of any failure or malfunction of any software, hardware, communication technology or other system.
- 8.4. To the fullest extent permitted under Applicable Law, DP Funded disclaims all warranties, express or implied, including but not limited to all implied warranties of non-infringement, merchantability and fitness for a particular purpose, with respect to the Affiliate Program, and that the DP Funded website(s) and links in the website(s) are free of errors, viruses or security threats.
- 8.5. DP Funded shall not be responsible for any losses resulting from a failure of the Affiliate to inform DP Funded about changes relating to personal data and other information provided to DP Funded in connection with the performance of this Agreement or for damages resulting from any DP Funded action based on incorrect or outdated information provided by the Affiliate.
- 8.6. Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from a cause beyond the reasonable control of and is not the fault of either party of this Agreement, including but not limited to labor disputes, strikes, industrial disturbances, acts of terrorism, floods, lightening, utility or communication failures, earthquakes or other casualty. If such a force majeure event occurs, the non-performing Party is excused from whatever performance is prevented by the force majeure event to the extent prevented for so long as such event persists.

## **9. DP FUNDED'S INTELLECTUAL PROPERTY RIGHTS**

- 9.1. DP Funded grants the Affiliate a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable, royalty-free license during the term of this Agreement to use the marketing materials for the purposes of this Agreement.
- 9.2. All copyright, trademark, trade secrets and other intellectual property rights in the marketing materials ("**Intellectual Property Rights**") shall remain at all times the sole and exclusive property of DP Funded, DP Funded's third-party service providers, licensors or affiliates. Any usage of services by DP Funded's third-party service providers, licensors or affiliates shall subject to the terms and conditions provided by such providers.
- 9.3. The Affiliate undertakes not to:
- 9.3.1. copy, reproduce, translate, duplicate, use, enhance, decompile, decode, disassemble, distribute, sell, transmit, lend, pledge, transfer, alter, tamper, amend, modify, reverse engineer, sub-licence the trading platform or any Intellectual Property Rights or its source code;



- 9.3.2. publish, distribute, make available to third parties any information related to the Intellectual Property Rights;
  - 9.3.3. remove or destroy any copyright notices of the Intellectual Property Rights;
  - 9.3.4. use, recreate, copy, redistribute any of DP Funded's, DP Funded's third-party service providers, or DP Funded's licensors Intellectual Property Rights other than expressly provided in this Agreement;
  - 9.3.5. carry out any data collection, or use data mining, screen-scraping, optical recognition software, image makers, artificial intelligence, automated programme or other similar data gathering and extraction tools on the trading platform;
  - 9.3.6. attempt to gain, gain or allow unauthorised access to the trading platform or any Intellectual Property Rights;
  - 9.3.7. upload or transmit computer virus or other programmes to disrupt or destroy the normal operation of the Trading Platform;
  - 9.3.8. adopt, use or attempt to register any trademarks, service marks or trade names that are confusingly similar to the marketing materials or any other Intellectual Property Rights.
  - 9.3.9. DP Funded reserves the right to modify any of DP Funded Intellectual Property including its logo, and the Affiliate agrees to modify them accordingly within 10 days of notice provided by DP Funded to the Affiliate regarding such modification
  - 9.3.10. use the trading platform in any manner not permitted by this Agreement.
- 9.4. The Affiliate shall comply with DP Funded's Intellectual Property Rights, including but not limited to the following:
- 9.4.1. not to cause or permit anything which may damage or endanger the Intellectual Property Rights and reputation of DP Funded or DP Funded's title or assist or allow others to do so;
  - 9.4.2. to notify DP Funded of any suspected infringement of the Intellectual Property Rights or other intellectual property of DP Funded and to take such reasonable action as DP Funded may direct at the expense of DP Funded in relation to such infringement;
  - 9.4.3. not to use DP Funded's intellectual property otherwise than permitted by this Agreement;
  - 9.4.4. not to use or register any name or mark similar to or capable of being confused with DP Funded's intellectual property;
  - 9.4.5. on the expiry or termination of this Agreement, forthwith to cease to use DP Funded's intellectual property.
- 9.5. The Affiliate shall indemnify DP Funded:
- a. for any unauthorized use of the Intellectual Property Rights by the Affiliate;
  - b. for any liability incurred to third parties from any use of DP Funded's intellectual property otherwise than in accordance with this Agreement.

## **10. DEFAULT AND DEFAULT REMEDIES**

- 10.1. A “Specified Default Event” in relation to the Affiliate means any of the following:
- 10.1.1. the Affiliate breaches any material term of this Agreement;
  - 10.1.2. the Affiliate violated or breached of Applicable Laws;
  - 10.1.3. DP Funded considers it is necessary to prevent a violation of Applicable Laws;
  - 10.1.4. the Affiliate breaches any of the representation and warranties in Clause 7;
  - 10.1.5. the Affiliate breaches any of the terms and conditions in Clause 5;
  - 10.1.6. the Affiliate infringes any Intellectual Property Rights in Clause 9;
  - 10.1.7. the Affiliate has made any material misrepresentation or committed fraudulent acts against DP Funded;
  - 10.1.8. an insolvency or bankruptcy proceeding in any country has been commenced against the Affiliate;
  - 10.1.9. the Affiliate is subject to any material debt restructuring arrangement with the Affiliate’s creditors;
  - 10.1.10. any securities created by the Affiliate’s security interest, mortgage, charge over any of the Affiliate’s assets is enforced by the creditor or banking institution against the Affiliate;
  - 10.1.11. any distress, execution or other process is levied against any of the Affiliate’s property and is not removed, discharged or paid within 7 days;
  - 10.1.12. the Affiliate is dead or becomes of unsound mind;
  - 10.1.13. the Affiliate failed to provide any information requested in relation to any verification or investigation processes undertaken by DP Funded;
  - 10.1.14. the Affiliate used any type of virus or other destructive malware that are designed to distort or damage the Trading Platform or the communication system of DP Funded;
  - 10.1.15. DP Funded or the Affiliate is required to terminate this Agreement by any regulatory authority;
  - 10.1.16. the Affiliate breaches any other DP Funded’s policies or procedures;
  - 10.1.17. DP Funded has reasonable grounds to believe that the Affiliate has not acted in good faith; or
  - 10.1.18. the Affiliate was deemed to possess high risk of money laundering by DP Funded;
  - 10.1.19. any other circumstances where DP Funded has reasonable grounds to believe that it is necessary to exercise its rights under this Agreement.

- 10.2. Where any of the Specified Default Event specified in Clause 10.1 occurs, DP Funded may at any time thereafter reserves the right to:
- a. suspend or terminate the Affiliate's access to the Affiliate Portal;
  - b. suspend, freeze or invalidate the Payment to the Affiliate;
  - c. terminate this Agreement in accordance with Clause 6.
- 10.3. DP Funded shall whenever reasonably possible take steps to notify the Affiliate before exercising any of the rights under Clause 10.2. DP Funded shall not be obliged to notify the Affiliate and failure to do so shall not invalidate any act or effect described in Clause 10.2 by DP Funded.
- 10.4. The Affiliate acknowledges that DP Funded shall not be liable for any loss or damages for exercising Clause 10.2.

## 11. ACKNOWLEDGEMENTS

- 11.1. The Affiliate acknowledges and accepts that:
- 11.1.1. nothing contained in this Agreement shall constitute a partnership between the parties and none of the parties shall have any authority to bind or commit the other save as authorized by this Agreement;
  - 11.1.2. the Affiliate is responsible for the payment of all relevant marketing, promotional activities, business duties, charges and taxes arising from the course of its business;
  - 11.1.3. the Affiliate has read and understood the Client Agreement, and will be able to explain the terms and conditions of the Client Agreement to the Clients if necessary;
  - 11.1.4. the funds deposited, withdrawal of funds and the orders placed by the clients may not be completed due to the reasons specified in the Client Agreement / Trader Agreement;
  - 11.1.5. due to unforeseeable and unpredictable market conditions, the Affiliate acknowledges that the variety of the services offered by DP Funded may be amended, suspended or terminated without prior notice. All changes or updates to the services shall be reflected on DP Funded's trading platform and the services displayed therein shall supersede all negotiations and agreements entered between DP Funded and the Affiliate. The Affiliate undertakes to review the Services offered on the trading platform from time to time;
  - 11.1.6. DP Funded is entitled to amend the terms and conditions of this Agreement at any time by publishing an amended Affiliate Agreement on the Affiliate Portal or DP Funded's official website ("**Amendments**"). The Amendments shall supersede the relevant terms and conditions of the previous agreement. The Amendments shall become effective upon publishing on the Website or Affiliate Portal and the Affiliate shall be deemed to accept the Amendments unless DP Funded receives a written notice of the Affiliate's disapproval within 14 calendar days as from the date of notification. In such case, the Amendments shall not be binding on the Affiliate, whereby the Affiliate's account on the Affiliate Portal will be suspended within 7 calendar days and the Affiliate is advised to make the necessary arrangements to terminate the Affiliate's account;
  - 11.1.7. DP Funded reserve the right to exclude customers referred by the Affiliate, including but not limited to:
    - a. the potential customers introduced are from DP Funded's restricted jurisdictions;

- b. the Affiliate has introduced an individual who is incapable of entering into a binding legal agreement, e.g. minor, intellectually-challenged individual;
  - c. the customers introduced has not deposited any funds into the trading account or has not placed any trade for 6 months. DP Funded may remove the customer from the Affiliate's account/ID;
  - d. the Referred Customer has failed DP Funded's verification or Know-Your-Customer procedures, did not complete the relevant application procedure or failed to provide additional details requested by DP Funded;
  - e. the Referred Customer is deemed to possess high risk of money laundering by DP Funded;
- 11.1.8. DP Funded reserves its rights to report the Affiliate's activity to the relevant regulatory authority, suspend and/or terminate this Agreement and the Affiliate's account and shall not be liable for any direct or indirect loss or damages in the event there is:
- (i) any suspected fraudulent misrepresentation by the Affiliate;
  - (ii) any form of unjust enrichment by the Affiliate;
  - (iii) any suspected fraudulent, illegal business activities or transactions undertaken by the Affiliate; or
  - (iv) any other business activities which are not in compliance or potentially not in compliance with the Applicable Statutes And Regulations;
- 11.1.9. DP Funded may take any action deemed necessary and reasonable on the Affiliate's account and/or the trading account of the Referred Customers introduced by the Affiliate;

## **12. PARTIES' COMMUNICATION**

- 12.1. DP Funded shall communicate with the Affiliate using the contact details provided during registration and any subsequent details updated. Any communication required or permitted to be given or served under this Agreement shall be in writing and shall be delivered by electronic means.
- 12.2. DP Funded shall communicate all directions and instructions via email, Affiliate Portal, Trading Platform or any sort of electronic telecommunication.
- 12.3. Unless otherwise specified, the Affiliate shall send any notice, instruction, request or other communication in writing to DP Funded's designated email address: [cn.support@dpfunded.com](mailto:cn.support@dpfunded.com) for communication in Mandarin; [en.support@dpfunded.com](mailto:en.support@dpfunded.com) for communication in English.
- 12.4. All notice and information provided by DP Funded or received from the Affiliate shall be in English or Mandarin.
- 12.5. All notices and other communications from DP Funded shall be deemed to be given to the Affiliate at the time of transmission.
- 12.6. The IB acknowledges that:
- a. DP Funded may record any communication between DP Funded and the Affiliate and such recordings shall be the sole property of DP Funded and may be used as evidence of communications in legal proceedings;
  - b. failure or delay in receiving any communication from DP Funded due to software, telecommunications or other electronic system error shall not invalidate or prejudice that communication and DP Funded shall not be liable for such failure or delay in communication;

### **13. NON-ASSIGNMENT AND SUB-CONTRACTING**

- 13.1. The Affiliate shall not assign any of its rights or obligations under this Agreement without the prior written consent of DP funded.
- 13.2. The Affiliate acknowledges and agrees that DP Funded may sell, transfer, assign or novate DP Funded's rights or obligations under this Agreement or the performance of the entire Agreement, in DP Funded's sole discretion, to an affiliated company, or successor of all or substantially all of our business or assets (in the event of merger or acquisition of the DP Funded with a third party, reorganisation of the DP Funded, winding up of the DP Funded or sale or transfer of all or part of the business or the assets of DP Funded to a third party), without the Affiliate's prior written consent by providing notice in writing within a reasonable period. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and is not intended to confer any other entity or person any rights or remedies hereunder.
- 13.3. The Affiliate agrees that in the event of a transfer, assignment or novation described in paragraph 13.2 above, DP Funded shall have the right to disclose and/or transfer all Affiliate's information (including without limitation personal data, recording, correspondence, due diligence and identification documents, files and records, the Affiliate's performance history).
- 13.4. Without prejudice to Sub-Clause 13.1 above, the Affiliate shall not sub-contract any of its obligations under this Agreement without the prior written consent of DP Funded. For the avoidance of doubt, target customers may only be introduced to DP Funded for the purposes of this Agreement by the Affiliate, and not by any other marketing partners or brokers.

### **14. GOVERNING LAW AND JURISDICTION**

- 14.1. This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of Vanuatu, and the parties agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Vanuatu.
- 14.2. Nothing in this Agreement shall limit or prohibit DP Funded's right to initiate legal proceedings against the IB in other courts of competent jurisdictions, and the legal proceedings in one or more jurisdictions shall not preclude the initiation of legal proceedings in any other jurisdiction.

### **15. MISCELLANEOUS**

- 15.1. The relationship between DP Funded and the Affiliate is that of independent contractors, without any partnership, joint venture, or agency implication. The Affiliate will not hold itself out as an agent, tied agent, representative or employee of DP Funded or as being authorised to bind DP Funded in any transaction or agreement. Any correspondence issued by the Affiliate will be in the Affiliate's own name and on the Affiliate's own stationary.
- 15.2. This Agreement shall not be construed as a joint venture or partnership between DP Funded and the Affiliate.
- 15.3. Without prejudice to any other rights or remedies a party may have, each party acknowledges and agrees that damages may not be an adequate remedy for any breach of this Agreement and the parties shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.
- 15.4. No exercise or failure to exercise or delay in exercising any right, power or privilege vested in any party shall operate as a waiver thereof or of any other right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver by a party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.

- 15.5. If any provision of this Agreement or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent. In the event of such partial invalidity, the Parties agree in good faith to replace any such legally invalid or unenforceable provision with valid and enforceable provisions that, from an economic viewpoint, most nearly and fairly approach the effect of the invalid or unenforceable provision.
- 15.6. Unless otherwise provided, the rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy otherwise provided by law.
- 15.7. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all negotiations, commitments and writings prior to the date hereof pertaining to the subject matter of this Agreement.
- 15.8. The official language of this Agreement shall be English. DP Funded may provide this Agreement in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Agreement and any other language version, the English version shall prevail.
- 15.9. This Agreement may be executed in two or more counterparts, all of which shall together constitute one agreement.
- 15.10. The Parties may affix their signatures electronically. The Parties acknowledge that electronic signatures shall be equivalent to a handwritten signature in this Agreement and shall be legally binding on both the Parties.

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