PARTNERSHIP AGREEMENT GENERAL TERMS AND CONDITIONS

as of January 2026

1. DEFINITIONS

1.1 **Account** - approved by a member of XTB Group uniquely assigned real account that is created for each Customer when it completes an account application on the Website;

1.2 **Application Form** – a form which shall be filled via XTB website in order to participate in the Partnership Program;

1.3 **Customer** - an individual or an entity approved by one of the XTB's Group entity, which opened a real Account with a member of XTB Group and was identified by a Partner's Hyperlink assigned to such a Partner, who:

a. deposited the amount of money as specified in the Remuneration Plan;
b. executed at least one transaction,

excluding the Partner himself/herself and the Partner's employees or agents used by the Partner for the purpose of performing the Agreement;

1.4 **Designated Bank Account** - the Partner bank account as reviewed and approved by XTB at its absolute discretion;

1.5 **Designated E-mail Address** - e-mail address of the Partner from the Application Form as indicated during the registration process;

1.6 **Hyperlink** - the unique hyperlink that enables a Partnership to direct potential Customers or Leads to the Websites and which enables XTB to identify the Partner, that has directed such specific Customer or Lead for the purpose of calculating the Partnership Fee;

1.7 **Lead** – an individual or entity which was referred to the Website by a Partner, left contact details on the Website and has been identified by a Hyperlink assigned to such a Partner, but who has not been validated by XTB;

1.8 **Marketing Materials** – material provided by XTB (unless otherwise agreed between the Parties) and used by a Partner in order to promote an activity related to XTB Group, including banners and text links and any other promotional material that a Partner subsequently uses to advertise XTB Group;

1.9 **Qualified Lead** - an individual or entity which has been identified by the Partner's Hyperlink assigned to the Partner, provided that:

a. Lead is not registered in XTB's Group databases as a Qualified Lead;
b. Lead's registered address is from a country where XTB Group wishes to solicit clients;
c. is authenticated by XTB Group; for the avoidance of doubts "authenticated by XTB Group" means a Lead which has expressed an interest in the XTB's Group offer and whose contact details, in particular name, surname, e-mail and telephone number, have been confirmed by a member of XTB Group to belong to that particular person, excluding the Partner himself/herself and the Partner's employees or agents used by Partner for the purpose of performing the Agreement;

1.10 **Partner** - an independent person, whether a natural person/natural person conducting business activity and/or a company, acting in the course of business and engaged in advertising and marketing activities who concluded the Agreement with XTB by accepting the Terms and Conditions set out herein, and by fulfilling the requirements of term 2 of the present Agreement;

1.11 **Partner Candidate** - an independent person, whether a natural person/natural person conducting business activity and/or a company who wishes to conclude a Partnership Agreement with XTB, but has not received an acceptance from XTB to be a Partner;

1.12 **Partner Fee/Fee** - the amount payable to the Partner due to its performance and according to the determined Remuneration Plan, based solely and exclusively on XTB's data and calculation;

1.13 **Inactive partner account** - an account in which for at least two years, at least one of the following occurs: the partner has not performed any marketing activity for XTB; the Affiliate's website and/or social media accounts are inactive/deleted; the partner does not generate traffic; the partner does not generate any conversions.

1.14 **Partnership Manager** – a contact person appointed by XTB, who is responsible for the cooperation with the Partner;

1.15 **Partnership Office** - the area inside XTB's Website where each Partner may review the documents with the remuneration plan, the Report, update their profile, select Marketing Materials and other functions that may be addedand/or removed at any time by XTB at its sole and absolute discretion;

1.16 **Partnership Program** – XTB's Partnership Program provided by XTB;

1.17 **Rates** – rates specified for each Remuneration Plan and depending on the class of traded instruments and on the group of countries as specified in the Partnership Office , the allocation of a Lead to the group of countries depends on the IP of such a Lead or a country of Lead's residence as declared on a registration form available on the Website, if applicable, whereas the allocation of a Customer to the group of countries depends on the country of Customer's residence as declared on a registration form available on the Website;

1.18 **Remuneration Plan** – a plan, as may be determined individually by a Partner with XTB.

1.19 **Report** - information regarding the Partner Fees, and other information provided by XTB in the Partnership Office or sent to the Partner by an e-mail notice;

1.20 **Prohibited Countries** – countries where XTB does not wish to solicit clients and which if a Customer or a Lead is a resident of, the Partner is not entitled to receive Fee for (please see point 3.1);

1.21 **Services** – services consisting in dissemination of Marketing Materials by a Partner using approved by XTB information channels for the purpose of promoting and advertising XTB's Group brand;

1.22 **Spam Traffic** - any deposits, gross revenue or traffic generated at the Website or in the Customer's Account through illegal means or in bad faith, regardless of whether or not it actually causes harm to any member of the XTB Group or any third party. Spam Traffic includes, but is not limited to, spam, false advertising, deposits generated by fraudulently obtained payment instruments, collusion, manipulation of the service, system, bonuses or promotions or any other unauthorised use of Customer's Accounts;

1.23 **Website** - www.xtb.com, and any other website as may be added by XTB, in its sole and absolute discretion, from time to time;

1.24 **XTB/XTB Group - XTB Group** - "XTB Group" refers to the group of companies with XTB S.A. as the parent company and to all XTB subsidiaries and local regulated partners, including but not limiting to XTB Services Limited, XTB Limited (Cyprus), XTB Limited (United Kingdom), XTB International Limited (Belize), XTB MENA Limited (Dubai license)XTB Trademarks - trademarks, trade names, service names, Marketing Materials, logos of the XTB Group and its suppliers placed on the Websites or otherwise used with respect to the Websites by any member of the XTB Group and all similar proprietary rights, together with all translations, adaptations, derivations and combinations thereof, all applications, registrations and renewals in connection

therewith, and all rights to corporate names, meta-tags and universal resource locators owned or used by any member of the XTB Group and any other mark as may be used by any member of the XTB Group, from time to time.

1.25 **Partner Network** – A group of Partners co-operating in any business or legal arrangement with the purpose of introducing prospective customers to XTB services within the scope of the Terms and Conditions herein.

1.26 **Invite Partners** – a program offered by XTB to Partners, allowing for introduction of new Partners by existing Partners and automatic creation of a Partner Network between the inviter and invitee Partners providing their Services under and within the scope of the terms and conditions of the Terms and conditions herein;

2. PARTICIPATION IN THE PARTNER PROGRAM

2.1 In order to participate in the Partnership Program one must submit a an Application Form, which may be rejected by XTB at its sole discretion. XTB shall scrutinize each Application Form and shall inform each Partner Candidate who submitted the Application Form, whether it has been approved for the Partnership Program. Partner Candidate shall receive an e-mail message from XTB with a notice of acceptance or rejection of the submitted Application Form together with contact details of dedicated Partnership Manager.

2.2 Upon XTB's approval of the Agreement, the fulfilment of the conditions set in term 2.1 above regarding the determination and approval by XTB of the Remuneration Plan and following the positive verification of the documents as may be requested by XTB, including in particular documents listed in point 7.1., the Partner Candidate becomes the Partner and is granted by XTB a relevant access to the Partnership Office.

2.3 Partner Candidate and upon conducting the agreement based on Terms and Conditions herein Partner, shall be obliged to ensure all information and documents provided to XTB during the Partner onboarding process and for the duration of the agreement are true and consistent with Partner's actual situation and legal status and also to notify XTB about any change of his/her personal data. XTB shall not be responsible for any losses resulting from not informing XTB about changes of Partner's personal data and for damages resulting from XTB actions, taken on the basis of incorrect or outdated information provided by the Partner.

2.4 Any Partner Candidate may enter a Partner Network by providing a referral to another Partner that had previously entered into Partnership Program with XTB.

2.5 Upon becoming a Partner, the Partner is entitled to also participate in the "Invite Partners" program. The Partner that wishes to participate in this program shall refer to the dedicated section of XTB's website and declare their participation to generate and obtain relevant referral link to be shared for this purpose with the introduced Partner Candidates. A Partner participating in this program - either as an introducing or as an introduced Partner - shall offer its services to XTB, under and within the scope of the terms and conditions of this Agreement.

2.6 Partners are also permitted to create Partner Networks by contacting Partner Manager and communicating the details of the Partner Network's operations as well as any alterations to Remuneration Plan they wish to enact.

2.7 Agreement between XTB and Partner Candidate shall be understood to be conducted only once so notified through e-mail to designated Partner e-mail address or via Partnership Office.

3. PERFORMANCE

3.1 The Partner shall perform its Services for XTB only in jurisdictions as permitted and notified from time to time by XTB.

3.2 The Partner shall provide its Services only by disseminating Marketing Materials provided by XTB in the Partnership Office or sent by a Partnership Manager, allowing prospective customers to get acquainted with XTB's Group offer, and in case of their continued interest in this offer, redirection to the Website, using the made available by the Partner Hyperlink. The Partner undertakes to disseminate Marketing Materials using only information channels approved in advance by XTB.

3.3 The Partner undertakes not to modify and not to change the Hyperlink provided by XTB, without prior written consent of XTB and the Partner shall not be authorized to place the Partner's Hyperlink on websites or in information channels not accepted by XTB.

3.4 The Partner is obliged to:

a. provide the assigned Services exercising commercially reasonable effort, honestly, objectively, with care, in good faith, in accordance with the rules and restrictions set out herein, and applicable legal provisions;

b. provide the Partner's Services specified herein at the Partner's cost and risk, unless this Agreement provides otherwise;

c. undertake commercial activities, including but not limited to advertising XTB's Group brand;

d. furnish to XTB true and reliable information and documents listed in point 7.1 at all times, as may be requested by XTB from time to time.

3.5 The Partner is **not allowed** to provide technical solutions or any other technology, which could impact XTB's clients trading;

3.6 While providing the Services, the Partner shall be obliged to furnish the potential customers only with information about XTB's Group services, platforms, financial instruments, including marketing and promotional information, which was approved in advance or provided by XTB.

3.7 The Partner shall remove and stop distributing any Marketing Material where notified to do so by XTB acting in sole and absolute discretion of XTB or by any competent regulator.

3.8 Partner acknowledges that upon signing up to the Website each Customer or a Lead must link through an assigned to the Partner Hyperlink to enable the Partner to receive Partner Fee relating to such Customer or Lead. In no event shall XTB be liable for malfunction of Hyperlink, and Partner specifically waives any claim or demand for failure of Partner or any Customer or Lead to use the Partner's Hyperlink.

3.9 Partner acknowledges that the Partner has read, understood and agreed to the Partnership Agreement Terms and Conditions outlined herein. Partner understands, acknowledges and agrees that XTB may at any time operate or contract with websites that are similar to or compete with Partner's website, and the Partner relevantly states that no claim may be brought against XTB for such practice and/or contract.

4. PAYMENT

4.1 In consideration of the Partner providing XTB with the Services, XTB agrees to pay the Partner the Fees as specified during the Partnership Program onboarding process between the assigned Partnership Manager and Partner Candidate. The Fees will be calculated and directly paid into Partner Wallet Account.

4.2 XTB agrees to pay only for Referred Clients domiciled in jurisdictions as permitted and notified from time to time by XTB.

4.3 The Partner can withdraw the Fees by sending XTB withdrawal instructions or, where applicable in a separate process as agreed during the onboarding process with Partnership Manager and the funds will be wire transferred to the Partner's Designated Bank Account or as agreed from time to time between the Parties

4.4 XTB will cease any funds in case the Partner is suspected to be in breach of this Agreement. Should the breach constitute grounds for termination of the agreement the remaining fees shall be forfeit.

4.5 The Fees shall be inclusive of any applicable taxes, charges, levies and other fees of any kind and will be paid to the Designated Bank Account of the Introducing Partner.

4.6 XTB has the right to change the Fees from time to time in its own and absolute discretion upon a one week's notice ("Change of Fees") delivered to the Partner in writing or to a Designated Email Address or as presented to the Partner through the Partnership Office.

4.7 The Partner will be entitled to receive Fees only through the period of herein Agreement and that after termination of this Agreement, the Partner will not be entitled to receive Fees despite the fact whether solicited by him Referred Clients are still trading with XTB.

4.8 The Partner participating in the "Invite Partners" program shall be additionally remunerated by a default commission as described on the program website as a percentage of the total monthly Partner remuneration received by the Partners introduced by them, unless otherwise agreed between the introducing Partner and the Partner that was introduced – any special payment conditions agreed between the Partners to this respect, shall be immediately communicated to XTB via email notice. The Partner remuneration and any special payment conditions shall be available in the Report displayed on the Partner panel on-line or sent by e-mail notice.

4.9 XTB is not responsible for any delay, loss or improper performance of payments due to incorrect or incomplete information provided by the Introducing Partner. In order to receive payments the Partner must provide to XTB all information concerning financial, taxation and banking issues, so that XTB can process the payment.

4.10 Partner is responsible for any own taxes, including taxes unique to the place of residence, that are related to payments due under this Agreement. The Partner is also responsible for paying any sales, use, or value-added taxes (if any) in connection with the Fees that XTB pays. If taxes are required to be withheld on any amounts to be paid by XTB to the Partner, XTB will deduct such taxes from the amount owed and pay them to the appropriate tax authority and will secure and deliver to the Partner a receipt for any such taxes withheld.

4.11. In case that the Affiliate's commission generated within a period of twelve (12) consecutive months is less than USD 100, the Company reserves the right to consider the Affiliates' Commission(s) amount as void. In case that the account is inactive the Company reserves the right to terminate the agreement with immediate effect, with no liability to pay any fees to the affiliate.

4.12. The Company reserves the right to review affiliates' accounts at least twice a year, at mid-year and year-end, for any outstanding balances, and to pay out any available balance identified at the time of each review.

5. WITHHOLDING THE PARTNER FEE AND SPAM TRAFFIC DETECTION

5.1 Notwithstanding anything to the contrary herein, XTB may at its sole and absolute discretion withhold/delay for up to 120 days, or deny/recalculate the payment of Partner Fee in any of the following situations:

a. XTB has reasonable cause to believe that the Services provided by the Partner are conducted in a way which is not in compliance with applicable law, including, without limitation any relevant regulator's rules and/or regulations and/or circulars;
b. XTB has reasonable cause to believe that the Partner's activity is in breach of the provisions of this Agreement;
c. the Partner has failed to submit all documents required by XTB, such as in particular listed in point 7.1 or has furnished XTB with false, misleading or incorrect information in a document required by XTB;
d. XTB believes that activity in Partnership Office or in Partner's Account, or in any other Account which appears to be controlled or managed by the Partner, is deemed suspicious by XTB in its sole determination and/or may constitute, in the sole discretion and determination of XTB, Spam Traffic.
e. Partner's activity or the activity of a Partner belonging to the same Partner Network is found to be in breach of this agreement, applicable laws or may be damaging to XTB's standing or reputation.

5.2 XTB shall verify on a monthly basis, prior to any payment of Partner Fee whether the circumstances specified in points 5.1 a) – d) above occur and withhold, delay, recalculate or deny payment respectively, in its sole and absolute discretion. Notwithstanding any other provision in this Agreement, upon the occurrence of any event from points 5.1 a) - d) above, XTB shall render the Hyperlink assigned to the Partner inoperative, immediately block Partner's access to the Partnership Office and terminate the Agreement with immediate effect, with no compensation to the Partner. The Partner hereby irrevocably waives any claim or demand against XTB, its directors, officers, shareholders, employees in respect of such action taken by XTB.

5.3 Notwithstanding any other provision in this Agreement, the Partner shall reimburse all costs incurred by XTB or XTB Group in relation to Spam Traffic and its detection.

6. COMPLIANCE

6.1 The Partner shall be responsible for observing, implementing and complying with legal provisions applicable in the Partner's own jurisdiction and applicable to the Partner's activity and Services, including without limitation any relevant regulator's rules. The Partner shall also be responsible for observing, implementing and complying with legal provisions applicable in all the different jurisdictions where the Services will be performed, including without limitation any relevant regulator's rules. Furthermore, the Partner acknowledges that the Partner is responsible for observing, implementing and complying with, inter alia, local acts regarding registration, if applicable, legal provisions regarding taxes and labour law, provisions regarding safety at work and anti-discrimination provisions, data protection laws, laws regarding marketing and/or advice as related to financial services as well as any other provisions applicable in the country of the Partner's registered office or the residence to the extent that they are applicable to the Partner's business activity and Services provided by the Partner hereunder. In particular, the Partner shall be responsible for complying with any tax laws that apply

to Partner Fee, and Partner acknowledges that to the extent required by applicable law and regulations, XTB may provide information concerning Partner's Fee to any government office. The Partner agrees and declares that it/he/she shall indemnify XTB should any damage and/or loss and/or injury result to it (XTB) from any illegality and/or non- compliance of the Partner.

6.2 The Partner confirms that under legal provisions applicable in its own jurisdiction, the Partner has, and shall maintain, all registrations and/or permits necessary to provide the Services described herein.

6.3 The Partner undertakes to comply with guidelines and/or instructions concerning conducting the Services described herein, which were sent to the Partner's authorised e-mail address (as the e-mail will be obtained through the Application Form) by XTB or as notified through Partnership Office.

6.4 The Partner undertakes that neither the Partner, its websites nor any of the Partner's employees or agents used by the Partner for the provision of the Services, will be engaged, directly or indirectly, in conduct that XTB, in its sole and absolute discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of XTB Group, including without limitation, directly or indirectly:

a. operating an illegal business, website or subscription email list;
b. operating a website that contains or promotes content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic or link to a website that contains or promotes such content;
c. engaging in indiscriminate or unsolicited commercial advertising emails;
d. utilizing any downloadable software, toolbars, pay-per-click search engine marketing, display advertising, or cost per impression advertising on any browser in connection with this Program without the express written consent of XTB;
e. placing links to any website in spam or unsolicited promotions, banner networks, counters, guest books, IRC channels or through similar internet resources;
f. unauthorized usage of any third party's intellectual property (including, but not limited to, Trademarks); or
g. offering any Customer or Lead, whether directly or indirectly, any kind of rake-back deal, arrangement for payment or portion of the Partner Fee, or any other incentive which may be considered to be a 'fee sharing arrangement', 'rebate', or 'soft dollar' compensation between Partner and Customer or Lead.

6.5 The Partner undertakes that neither the Partner nor any of the Partner's employees or agents used by the Partner for provision of the Services will perform actions relating to concluding or realising brokerage service agreements between a Customer and XTB Group entity, such as:

a. legal or factual actions relating to concluding a brokerage service agreement between XTB Group entity and a customer;
b. actions which could be regarded as investment advice, giving the customer individual investment recommendations or managing assets or financial funds for XTB's Group customers;
c. Accepting cash deposits or other assets from XTB's Group customers in relation to the performance of the Agreement;
d. gaining access to a customer's account or making any factual actions on a customer's account with XTB Group, also via other persons;
e. accepting orders or other statements of will addressed by a customer to XTB Group entity in relation to providing brokerage service;
f. acting as an attorney in respect of any customer's account held with XTB Group entity.

6.6 The Marketing Materials shall only be presented to an audience that will likely understand XTB's Group products and have previously expressed interest in the market area that XTB operates in. The Partner undertakes not to conduct its Services in the Prohibited Countries.

6.7 Notwithstanding any other provision in this Agreement, in the event that the Partner makes use of any Marketing Material not approved by XTB, XTB shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, to render the Partner's Hyperlink inoperative, and immediately block the Partner's access to the Partnership Office.

6.8 The Partner shall immediately disclose to XTB any complaint, regulatory investigation, or disciplinary action or any other development that may have a material impact on the Partner's ability to provide the Services in accordance with applicable laws, including, without limitation, any relevant regulator's rules.

6.9 Without prejudice to any other term of the present Agreement, it is understood and agreed that should the Partner be in breach of any of the matters provided in the present term 6, then XTB may terminate this Agreement with immediate effect and claim damages, and the Partner relevantly declares that in such an event it will not have any claim, monetary and/or otherwise, against XTB, except in relation to Services already rendered in regards to, and accepted by, XTB.

7. ADDITIONAL OBLIGATIONS FOR THE PARTNER/WARRANTIES

7.1 The Partner acknowledges that it is aware that prior to receiving an access the Partnership Office, the Partner must provide XTB with all information as may be requested by XTB, with regard to the Partner and/or any relevant person and/or any Customer and/or any client and/or any end user and/or otherwise as applicable, including any information required through relevant regulator's rules. Such information shall include, but is not limited to, the following:

a. For a Natural Person, full KYC documents and information, including: (1) copy of a valid photo identification card; (2) name and surname; (3) identity number; (4) date of birth; (5) nationality; (6) address of residence; (7) contact information; (8) all applicable tax registration or other tax reference; (9) bank statement including details for Fee remittances; (10) in the event of the Partner conducting the economic activity: copy of the relevant extract from the register of economic activity.

For a Legal Person, full KYC documents and information, including: (1) registration name; (2) copy or extract from the relevant register of entrepreneurs and/or companies; (3) country of registration; (4) registered office address in the country of registration; (5) copy of Partner's certificate of incorporation; (6) business address if different than registered office; (7) VAT registration or other sales tax reference; (8) regulatory/licensing registration number, if applicable; (9) names of directors/partners/persons in managerial positions as well as any applicable certificate issued by the competent authority to illustrate such positions (e.g. Certificate of Directors);(10) copy of a valid photo identification card of the main executive director/s and/ or partner/s empowered to represent the Partner including name, address and date of birth; (11) bank statement including details for Fee remittances: name on bank account, bank account number and sort code or IBAN, bank name and address; (12) location and nature of marketing activities.

7.2 Marketing Materials disseminated by the Partner in accordance with points 3.1 – 3.4 shall be approved in advance or provided by XTB in the Partnership Office or sent by a Partnership Manager. Subject to the terms of this Agreement, XTB grants the Partner a non-exclusive, non-transferable, non-assignable, non-sub licensable, limited license to publish such Marketing Materials in the information channels made available by the Partner, which are approved and confirmed by XTB as included in the Partner Program.

7.3 Prior to any use or alteration of any Marketing Materials by the Partner, the Partner shall submit a sample to XTB for its review and acceptance. The Partner shall not be allowed to amend any of the Marketing Material provided by XTB, without receiving the explicit written approval by XTB, which may be denied at XTB's sole and exclusive discretion.

7.4 In order to participate in the Partner Program, Partner must be of 18 years or older.

7.5 Partner shall not actively direct its Services to any persons who are under the age of 18 years old, or under the age of majority in the territory where the Partner is operating, if older.

7.6 The Partner warrants that it/he/she (including any of its officials, employees, agents and/or associates) has no criminal record, or record of conviction in administrative proceedings, no administrative or criminal proceedings are pending in relation to imposing sanctions and has not been entered on any list of sanctions or list of public warnings maintained by competent authorities.

7.7 The Partner warrants the consent to enter into the Agreement has been expressed by duly authorised representatives (applicable in the event where the Partner is a legal person).

7.8 The Partner hereby gives his consent for processing of its and its representatives personal data by XTB and/or XTB Group entities and/or any other entities to which XTB entrusts the Partners' personal data in relation to the performance hereof, for the purposes of concluding and performing the Agreement. Moreover, the Partner hereby declares that it has been informed that XTB is the controller of the personal data.

7.9 The Partner declares that it has been informed of the following:

a. Recipients categories: "co-working entities", this means firms owned by XTB as well as controlled by XTB, firms which are under common control together with XTB or which are in a constant cooperation, such as banks, investment firms, auditors, companies providing other financial services, IT companies, advisory companies or courier companies;

   XTB's performance of activities may require a transfer of personal data to entities which are performing services for and on behalf of XTB in other countries XTB may use securities in form of a standard data protection provisions, , in case of transfer of personal data to countries which may not provide an appropriate level of data protection. A person whose personal data concerns has a possibility to obtain a copy of his/her data;

b. Personal data will be stored for a period of 5 years since termination of the Agreement, subject to any rights and obligations which may apply on the XTB under the Belize Law;

c. person whose data concerns has a right to request for their correction, deletion or restriction of processing as well as notification of the objection against processing, right to file a complaint to supervisory body, as well as a right to transfer the data;

d. Providing of my personal data is voluntary, failure to provide data will result in the inability to perform an Agreement and participate in the Partner Program;

e. more information about the processing of the Partner's personal data can be found in our Privacy Policy at www.xtb.com/int.

7.10 Without prejudice to any term of the present Agreement providing for rights of XTB and/or XTB Group entities, it is declared that, should any provision of the present term 7 be breached by or on behalf of the Partner, the Partner will be relevantly liable for damages, and XTB and/or XTB Group entities (as applicable) may claim against the Partner for such damages, in addition to any other applicable remedy.

8. TERM AND TERMINATION

8.1 This Agreement comes into force upon the fulfilment of the conditions provided by term 2 above and granting the Partner an access to the Partnership Office by XTB, and shall remain in force until terminated by either party with at least 14-day notice by e-mail to the other party.

8.2 Either party may terminate this Agreement with immediate effect if the other party fails to perform or unduly performs its obligations hereunder, or engages in any action that may be deemed by the other party to cause the party to face any form of business risk, or XTB may terminate this Agreement with immediate effect due to inactivity.

8.3 XTB may reserve the right to terminate an inactive affiliation agreement with remaining balance if the other party does not comply with his obligation to provide to the Company the requested bank statement for the payment. The Company should proceed with the termination after the conclusion of three attempts that may be conducted by email or through call for the request of the relevant document.

8.4 Upon termination of this Agreement, the Partner shall no longer be entitled to receive Fee in connection with any new Customers or Leads, notwithstanding the XTB's obligation to pay Partners the due Fees accrued prior to the date of termination of the Agreement under the applicable Remuneration Plan, except if Partner fails to perform or unduly performs its obligations hereunder, in which case the Partner shall no longer be entitled to receive any payments from XTB whatsoever.

8.5. In the event of termination of this Agreement for any reason, Partner will promptly cease use of, and remove from Partner's website, all XTB's Group Trademarks, approved or provided by XTB Marketing Materials and Hyperlinks to the Websites. The Partner shall immediately delete all reference to XTB's Group and its services in any material distributed to its clients.

9 LIABILITY

9.1 The Partner shall be liable for damage caused by non-performance or undue performance of the Agreement under general principles with the reservation of paragraph 9.2-9.3.

9.1 Subject to the terms and conditions hereof, the Partner undertakes to indemnify and hold harmless XTB and its directors, shareholders, officers, management board members, employees, agents and representatives in respect of third-party claims, damage and costs (including reasonable costs imposed by regulators) arising from breach, by the Partner, the Partner's staff or agents, of this Agreement or legal provisions, regulations or any agreements in relation to the performance hereof B shall not be liable to the Customers and/or potential and/or prospective customers and/or the Partner for any information, advice, decisions or recommendations given or issued by the Partner to any such person, except for information accepted and approved by XTB and the Partner. The Partner shall indemnify XTB in respect of any claims from

Customers, prospective customers or any third parties in relation to loss or liability arising directly from such information, advice, recommendation or decision, or any delay in performance, default or negligence by the Partner in provision of Services hereunder. The Partner shall be fully liable for covering any and all legal costs incurred in order to obtain legal advice/opinions, if required, from his/her/its own legal counsel in relation to the Partner's commencing activities in the place of the Partner's registration.

9.2 XTB and/or any entities from the XTB Group and/or their (i.e. XTB and/or XTB Group) officers, directors, employees and/or suppliers, shall have no liability for any damage and/or loss and/or injury to, and/or any lost profits and/or data of, any person, and/or shall have no liability for any special, incidental and/or consequential damages with respect to, or in connection with, the Agreement and/or the Website and/or the services provided by XTB Group and/or the trading platform, and also, shall have no liability, without limitation, for negligence and/or shall have no liability resulting from any failure or malfunction of any software, hardware, communication technology or other system, in particular Hyperlink or the Partnership Office. XTB's liability, and the liability of the entities from XTB Group, officers, directors, employees and suppliers to Partner or any third party for any reason shall be limited to the amount of the Fees paid by XTB to the Partner during the 12-month period preceding the event giving rise to any claim for damages. This limitation applies to all causes of action, including but not limited to breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts.

10 COMPETITIVE MARKETING

10.1 The Partner acknowledges that it shall not be entitled to market to potential Customers or Leads its Services in such a way which could result in the Partner's competing with the XTB Group in relation to the promotion of Website. Upon the Partner's breach of the foregoing provisions. In the event where the provisions of the present term 10 are breached by the Partner, XTB reserves the right to terminate the Agreement and claim any potential damages and/or to render the Hyperlinks assigned to the Partner inoperative and the Partner shall have no claims against the XTB Group, its directors, officers, shareholders or employees in respect of such action taken by XTB.

11 TRADEMARKS

11.1 Partner, and anyone on Partner's behalf, shall not assert the invalidity, unenforceability, or contest the ownership of any of the XTB Trademarks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice the XTB's rights in the XTB Trademarks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

11.2 Except as explicitly permitted, nothing in this Agreement or on any of the Websites, should be construed as granting, by implication, any license or right to use any XTB Trademarks, intellectual property, image, website or marketing layouts or any other identifiable elements belonging to XTB.

12 PERSONAL DATA

12.1 The Parties agree that XTB shall not be obliged to provide the Partner with data constituting professional secret and the Customers' personal data. XTB shall provide the Partner only with such anonymized data which at XTB's sole and absolute discretion enable the Partner to compute the Fees due.

12.2 All Customers and Leads shall be considered as customers of XTB Group only. XTB Group shall be the sole and exclusive owner of the database of names and contact information and any other data of all Customers and Leads, without limitation to Customers and Leads directed to the Website through Hyperlink.

12.3 While performing the Agreement, the Partner may acquire the Customers' personal data as part of its operations. In such case, the Partner shall be the controller of such personal data where they concern Partner's dealings with the Customer. The condition for obtaining the Customer's data shall be the Partner's request that the Customer submits relevant consent in order to enable the Partner to process the data. The Partner hereby represents that while processing personal data the Partner shall comply with all requirements under applicable legal provisions relating to personal data processing.

12.4 It is unequivocally understood and relevantly agreed that any personal data processing effected for the purposes of the present Agreement, shall always be carried out in strict accordance to the applicable legislation pertaining to personal data protection.

12.5 XTB is permitted to share specific, anonymized data of Customers introduced by any Partner participating in a Partner Network with other members of such Network where necessary for administrative, accounting or legal requirements.

13 GENERAL PROVISIONS

13.1 This Agreement contains the entire understanding between the Parties and constitutes full and the only description of the terms and conditions of such an understanding of the Parties. This Agreement supersedes any and all oral representations of the Parties. XTB may amend any of the terms of this Agreement (including, without limitation, the Rates, Remuneration Plans or any criteria applying to any of the Remuneration Plan and the list of Prohibited Countries) at any time and in its sole and absolute discretion, upon posting notice on https://www.xtb.com/int/partnerships.com, notifying through the Partner Office or by sending e-mail notice to the Partner. Partner's sole remedy if such amendment is not acceptable to it, is to terminate this Agreement, in accordance with the point 8.

13.2 The provisions of the generally applicable law shall apply to any issues not governed herein. The Partner's obligations under this Agreement shall be performed by the Partner in his own name and on his own account, in particular Partner cannot use subcontractors without XTB's prior written consent. This Agreement is concluded with the Partner only and the Partner's obligations stemming from it cannot be assigned or transferred to any third party without XTB's written consent.

13.3 This Agreement and/or any dispute and/or claim arising out of, and/or in connection with it, and/or its subject matter and/or formation (including non- contractual disputes or claims) shall be governed by and construed in accordance with the laws of Belize and shall fall under jurisdiction of the appropriate court of Belize.

13.4 The parties shall make good faith attempt at solving any and all disputes arising in respect of this Agreement, first internally, submitting the same for settlement to their senior management staff. Any and all disputes arising between the parties and not settled amicably within thirty (30) days from the good faith attempt at solving the

dispute, shall be subject to settlement exclusively by the court having jurisdiction over the registered office of XTB.

13.5 XTB and the Partner are independent contractors, and nothing in this Agreement creates any partnership, joint venture or agency relationship between them, grants to Partner authority to make any representation on XTB's behalf or make public any information concerning XTB, or prohibits XTB from operating websites that are similar to or compete with Partner's website.

13.6 In the event any provision of this Agreement is held to be invalid or unenforceable, such provision shall be construed, as nearly as possible, to reflect the original provision and the other provisions remain in full force and effect.

13.7 A breach of provisions hereof by one of the Parties shall authorize the other party to terminate the Agreement forthwith.

13.8 Neither XTB nor the Partner shall be in breach of this Agreement or under any liability for any delay, loss, or damage caused wholly or in part by any act of God, governmental restriction, fire, flood, power failure, condition or control breakdown, malfunction in any telecommunication system computer service, link failures, power difficulties, telephone outages, network overload, default or failure of a third party, or by any other act, matter, or thing beyond its reasonable control.

13.9 Should a Partner Candidate be approved to join XTB Partnership Program based on the Terms and Conditions herein the party representing the XTB Group shall be XTB International Limited, registered in 35 Barrack Road, Belize City, Belize, authorized by the Financial Services Commission of Belize (FSC) under Registration No. 6442514.

13.10 For the purposes of correspondence XTB shall treat the physical address and e- mail address provided by the Partner Candidate during Partner onboarding process as the designated points of contact with the Partner for the duration of this agreement unless a request for a change has been sent to the designated Partner Manager for the Partner and the change has been approved by XTB.

13.11 Any and all correspondence sent by the Parties shall be regarded as received by the other Party after the lapse of the following timeframes:

a. in the event of e-mail sent to the Partner– after the lapse of 1 day from the date of sending to the Designated e-mail address.

b. in the event of letter sent by courier to the registered office address – upon deliver, but in each case after the lapse of 7 days from posting

c. In the event of notifying Partner of any change pertinent to this agreement through the Partnership Office – after the lapse of 1 day from the notice being posted in the Partnership Office system.

13.12 It is agreed that all terms of the present are of the essence.