

## Finex Affiliate Agreement

Registering affiliate account at [partners.finex.co.id](https://partners.finex.co.id) you are fully agree to enter into the Finex Affiliate Agreement (hereinafter referred to as “**the Agreement**”) will all its appendixes, and accept all its provisions, as follows:

### 1. Terms used in the Agreement

- 1.1 *The Company* shall mean PT. FINEX BERJANGKA, the legal entity under the laws of Indonesia with company number 47/BAPPEBTI/SI/04/2013 and having its registered address at SoHo Pancoran Tower Splendor Lt. 30 Unit 3005 Jl. Letjen MT. Haryono Kav. 2-3, Tebet, Jakarta Selatan, Jakarta, Indonesia, that owns *Products branded “Finex”* and organizes the Finex Affiliate Program.
- 1.2 *The Partner* shall mean an individual or a legal entity who has registered a partner account, accepted terms and conditions of this Agreement and became a participant of the Finex Affiliate Program.
- 1.3 *The Company's Website* shall mean the site <https://partners.finex.co.id>, which belongs to the Company, contains information about the Company's Affiliate Program and Partner Accounts.
- 1.4 *The Products branded “Finex”* shall mean the products, which belong to the Company (for example <https://partners.finex.co.id>, landing pages. The full list of the Products available for the affiliate program is available in Appendix 1 to this Agreement.
- 1.5 The Affiliate Program (*Finex Affiliate Program*) shall mean the form of cooperation between the Company and the Partner concerning the distribution of the information about the Products branded “*Finex*”, called *Finex Affiliate*.
- 1.6 *The Partner Account* shall mean a user account of the Finex Affiliate Program participant on Partner's personal area [partners.finex.co.id](https://partners.finex.co.id), which includes personal data and contacts of the participant, as well as the information about effectiveness of cooperation with the Company within the frame of the Affiliate Program and Affiliate Agreement, and about Partner's commissions.
- 1.7 *The Marketing Materials* shall mean banners, text links and other marketing (advertising) materials created by the Company or by the Partner for the performance of obligations undertaken within this Agreement, intended for distribution of information about the *Products branded “Finex”*, and used for the advertising purposes to attract clients.

### 2. Subject of the Agreement

- 2.1 In accordance with provisions of this Agreement, Partner shall register a Partner Account on the Company's website and shall be obliged to distribute information about the Products branded “*Finex*” and attract clients to use the Products branded “*Finex*”

according to the terms and conditions of this Agreement and offers provided by the Company. The Company shall be obliged to make payments to the Partner pursuant to the terms and conditions set forth in this Agreement.

### **3. Payment Details**

- 3.1 The Partner receives the fixed payment for the target customer's performance (CPA, cost per action). All details of payment are stated in Appendix 1 and also shall be agreed upon in the Partner's offer.
- 3.2 Payments shall be performed upon reaching the minimum payable amount according to the conditions of the Partner's offer.
- 3.3 For successful Partners and/or Partners with exclusive offers the Company may perform the payments under the Partner's requests. It should be noted, that Company has a right to change the payment amounts in its sole and absolute discretion under individual plans.

### **4. Rights and Obligations of the Parties**

- 4.1. The Partner is entitled to:
  - 4.1.1. distribute information about the Company and attract new clients to the Products branded "Finex" by using any legal tools, marketing materials, and traffic sources specified in the Partner's offer and agreed by a personal manager, except for the methods prohibited by this Agreement and/or Partner's offer, by the legislation of countries where Products branded "Finex" are advertised, as well as conventional moral and ethical standards;
  - 4.1.2. track progress/effectiveness of its advertising campaigns by using the tools provided in the Partner Account;
  - 4.1.3. withdraw received reward in accordance with terms of this Agreement, Appendices to this Agreement and Partner's offer;
  - 4.1.4. use the marketing materials created by the Company and placed in the Company's resources which are marked in the Partner's offer.
- 4.2. The Partner is obliged to:
  - 4.2.1. provide the Company with reliable and valid personal data when registering the Partner Account;
  - 4.2.2. strictly comply with the Marketing Rules of the Company (Appendix 2) which are the integral part hereof;
  - 4.2.3. agree with the Company upon all available traffic resources used by the Partner in his/her advertising. All of the sources and all exclusive conditions should be stated upon in the Partner's offer;

- 4.2.4. strictly comply with each and all marketing recommendations of the Company when performing the obligations under this Agreement;
  - 4.2.5. pay taxes for the funds received from the Company as the commission, if such are envisaged in the Partner's country of residence. At the same time, relieve the Company from liabilities for the Partner's failure to perform obligations for self-payment of taxes.
- 4.3. The Company is entitled to:
- 4.3.1. track activities of the Partners and the clients attracted by them, draw up reports, and analyze the Partner's efficiency;
  - 4.3.2. suspend the accounts of the clients attracted by the Partner, as well as suspend payments of commission to the Partner, in case of data on violation of this Agreement by the Partner; block the withdrawal function for the commission accumulated in the Account funds until the circumstances are clarified.
- 4.4. The Company is obliged to:
- 4.4.1. timely calculate and transfer the commission to the Partner;
  - 4.4.2. keep a record of the clients attracted by the Partner.

## **5. Good Faith Acting Obligations**

- 5.1. When executing this Agreement, the Parties are obliged to act exclusively in good faith, without the purpose of causing harm or misleading with the benefit of each other and/or third parties.
- 5.2. The Partner account must be used solely for the purpose of attracting new clients to the Company, in accordance with the terms of this Agreement.
- 5.3. The Partner has no right to collect funds from retail clients or make payments on their behalf. The client performs all financial transactions independently and only in his personal trading account.

## **6. Partner Account**

- 6.1. Partner registers a Partner Account in order to participate in the Affiliate Program.
- 6.2. A person of the full legal age (21 or another age of majority, in accordance with the country of his/her residence) may participate in the Affiliate Program. The Company's employees may not be the Company's Partners.
- 6.3. Partner shall fill in the registration form on the Company's website in order to be registered. By creating a Partner Account, Partner shall be obliged to submit its current personal data and confirm the fact of being aware of responsibility for providing the false personal data and/or data of the third parties. After fulfilling the

registration form Partner shall choose the suitable payment system from a list in a Partner Account.

- 6.4. Creating a Partner Account at partners.finex.co.id Partner confirms his/her legal status and capacity to conclude a deal with the Company, understands and unconditionally accepts terms and conditions in the form in which they are permanently provided on the Company's website. Partner accepts the Company's policies and documents, which are referred to in this Agreement.
- 6.5. Providing his/her data for registration in the Program and creating an Account, Partner confirms and guarantees the fact of being familiarized with all provisions of this Agreement, understands their meaning and unconditionally accepts them, as well as any policies and documents of the Company that are referred to in the text hereof. Rules and principles of the Partner personal data usage and protection are regulated by the Privacy Policy.

## **7. Intellectual Property**

- 7.1. Trade name, trademarks, logos and other means of individualization of the Company, both registered and unregistered, as well as all elements connected with them such as domain names, design and design components of the Company's websites and Products branded "Finex", are protected by the intellectual property legislation.
- 7.2. The Company guarantees that the marketing materials developed by the Company and submitted to the Partner for promotion of the product/services of the Company, as well as materials placed on the Products branded "Finex" may include the content which do not belong to the Company's intellectual property, including but not limited to photographs, images, icons, video clips, audio tracks, texts, etc. Such content is always used by the Company on legal grounds and with the consent of the copyright holder, and/or is free from any rights or claims by any third parties. The Partner's use of the Company's Marketing Materials does not imply assignment to the Partner of the intellectual rights for usage and handover of the Company's intellectual property and content of the Products branded "Finex" to the third parties. Cooperation shall be carried out on the basis of a simple non-exclusive license. In accordance with provisions of this Agreement, the Company provides Partner with a simple license non-transferable to the third parties, for the period of duration of this Agreement, to use the Company's means of individualization and marketing materials solely for the purposes of promotion of the product/services of the Company and placement on the partner resource/website.
- 7.3. By accepting the terms and conditions of this Agreement, Partner agrees to use the Company's marketing materials and right to place means of individualization solely for the purposes of promotion of the Company's product/services. At the same time, the Partner shall be obliged under no circumstances to enter into a dispute with the Company about the ownership of materials and means of individualization. The

Partner shall be obliged to immediately inform the Company of any facts of illegal usage of the marketing materials and/or means of individualization of the Company. It is prohibited to use the Company's marketing materials and/or individualization means to the detriment of the Company.

## **8. Liability of the Parties**

- 8.1. The Partner shall bear full responsibility to the Company for unauthorized use of the Company's materials, symbolic, logos, information and website, and shall be obliged to compensate any costs directly or indirectly incurred by the Company due to the Partner's activities.
- 8.2. The Partner shall bear full responsibility for the safety of the login and password of the Partner Account, as well as for the validity of submitted to the Company data about the payment instrument for withdrawal of funds transferred as the commission.
- 8.3. The Partner shall bear full responsibility to the third parties for unauthorized use of intellectual property of such parties when creating the marketing materials; in case of any costs incurred by the Company due to illegal acts of the Partner in relation to unauthorized use of the third parties intellectual property by the Partner, the Partner shall be obliged to compensate any losses and costs to the Company in full.
- 8.4. The Company shall not bear responsibility for non-performance of its obligations due to reasons beyond the control of the Company, such as technical failure in work of communications and telecommunications networks providers, etc.
- 8.5. The Company shall not be responsible for the Partner's actions/lack of action.
- 8.6. The Partner shall bear full responsibility for its actions performed under this Agreement and guarantee the fact of having the legal capacity to perform such actions, and the said actions do not violate the valid legislation of the Partner's country of residence.
- 8.7. None of the Parties shall be liable for its partial or complete failure to meet its commitments in case it is caused by force majeure events (civil unrest, war, insurrection, international intervention, governmental action including, without limitation, exchange controls, forfeitures, nationalizations, devaluations, natural disasters, acts of God, and other inevitable events. Not depending on the will of any of the Parties).
- 8.8. The Party, which due to force majeure events cannot meet its commitment, shall inform the counterparty about it in written form during 5 days after the aforementioned events has occurred.
- 8.9. The facts mentioned in this notification must be confirmed by a proper authority or an organization of the Party's country of residence. Failure to notify the other Party on time shall not be considered a basis to release the Party from the responsibility.

- 8.10. In case the impossibility to meet the Party's commitments lasts over 6 months, the Agreement shall be deemed dissolved.

## **9. Dispute Resolution**

- 9.1. The Company reserves the right to make amendments to the text of this Agreement, Appendices to the Agreement and further Company's documents that are referred to herein at any time and without giving reasons. The Company will notify the Client about such amendments by the e-mail address specified in the Partner account.
- 9.2. The Company reserves the right to change the conditions of the Partner's offer or to withdraw the Partner's offer sending a written notification to the Partner's contact e-mail address specified in the Partner account.
- 9.3. By using the Affiliate Program of the Company, you agree and acknowledge that you will not use our products and services for any Unauthorized Activity.

'Unauthorized Activity' means any arbitrage act, which means any trading result that is the outcome of actions that either eliminate the risk totally or significantly, usually abusing features provided by the Company. Partners that are identified as internationally or unintentionally attracting arbitragers will have any commission generated by those abusers canceled. Where this activity is discovered, the Company reserves the right to close the affected accounts and all related open trading positions.

- 9.4. Any complaints shall be sent to the personal manager, the period for consideration of the letter shall be ten business days upon receiving the letter. Complaints about compensation of moral damage and lost benefit shall not be accepted for consideration and shall not be compensated by the Company. If a dispute is not mentioned in this Agreement, the Company shall resolve such dispute at its own discretion. In any case, the final decision shall be made by the Company. Disputes which are not regulated by negotiations or during consideration of the complaint shall be referred to the court of Indonesia. The applicable law shall be the law of Indonesia.

## **10. Termination of the Agreement**

- 10.1. This Agreement shall come into effect from the moment of receiving the consent of the potential Partner when sending the filled form for Partner Account registration. Term of the Agreement shall not be limited and may be terminated in accordance with conditions hereof, including by one of the Parties hereof.
- 10.2. The Partner shall be entitled to terminate this Agreement at its own discretion by sending a written notification to personal manager with an indication of the date from which Partner would like to terminate the Agreement.
- 10.3. The Company shall have the right to terminate this Agreement unilaterally at its own discretion by sending a written notification to the Partner's contact e-mail address

specified in the Partner account. In this notification, the Company shall indicate the date from which the Agreement shall be deemed terminated, as well as the procedure for transfer of the commission (if any).

- 10.4. The Agreement shall be deemed terminated and invalid from the date specified by the Agreement party in the notification of termination.
- 10.5. Termination of this Agreement shall mean cancellation of all provided to the Partner licenses and rights to use the Company's marketing materials, as well as any symbolic related to the Company and/or information sources developed by the Partner upon agreement with the Company and containing information on the Company. Termination of this Agreement shall also mean the termination of the Company's obligations concerning the transfer of commission to the Partner for attracted clients. In accordance with the conditions hereof, the rules and provisions of this Agreement concerning privacy shall be effective regardless of notifications of termination of the Agreement sent by a party.

## **11. Final Provisions**

- 11.1. Cooperation between the Company and the Partner shall be based on this Agreement with all Appendices and Partner's offer which should be provided by the Company. All Appendices to this Agreement are an integral part of this Agreement. Partner shall promote the Products branded "Finex" and the Company shall pay the commission according to the CPA model. Basic conditions about cooperation models between the Company and the Partners are stated in Appendix 1 to this Agreement.
- 11.2. In order to start the promotion of the offer, the Partner should carefully read its conditions and make certain that he/she understood all provisions of the offer, their meaning, and unconditionally accepted them.
- 11.3. The depository with all marketing materials available for the Partner is marked in the Partner's offer (links to the cloud storage, Company's website, etc.). The Partner must observe all instructions of the Company in terms of the content of the marketing materials and information.
- 11.4. Partner may use all marketing materials available in his Partner account, including "Finex" logos. In the same time, Partner should observe all instructions of the Company in terms of the content of the marketing materials and information. The Partners are permitted to advertise the Products branded "Finex" via websites and other sources which have been checked and approved by the Company. The full list of the available sources should be stated in the Partner's offer. Communication between the Partner and the Company is carried out by a personal manager, being the Company's employee. The Partner must use the marketing materials provided by the Company with diligence and solely for the purposes of performance of obligations under the Affiliate Agreement.

- 11.5. It should be noted that all clients attracted will be considered customers of the PT. FINEX BERJANGKA and its affiliates exclusively. The Company and affiliates shall be considered as the sole and exclusive owners of the database with names and contact data, as well as other information on the clients. The Partner shall be prohibited to contact the current clients in any way on any issue except consulting, dispute resolution and support items at its own face without the prior written consent of the Company.
- 11.6. The Partner shall be obliged to ensure the safety of the confidential information provided by the Company, including, but not limited to: messages sent via e-mail, documentation and other data, which may come to the knowledge of the Partner during the period of duration of this Agreement. Provisions concerning privacy shall be binding for the parties, including the ones after termination of this Agreement for three years.



## Appendix 1

### FINEX PRODUCTS

#### 1. Products branded “Finex”

Finex – an Indonesian Forex broker, regulated by Bappebti.

#### 2. Payment models

CPA (cost per action) – fixed payment for the target customer’s performance.

The Partner may receive the fixed reward for the client’s performing of the target actions (payment for each traded lot). The payment amount varies and depends on trading instruments that use the Partner’s clients.

#### 3. Payment information

1. According to the model ‘CPA’, the Partner may receive the fixed reward for the client’s performing of the target actions (payment for each traded lot). The payment amount varies and depends on trading instruments that use the Partner’s clients.
2. Partner’s promotions (conversion) are carefully controlled by the Company. Conversion is paid by the Company after finishing the hold period. Hold period - a period of 5 calendar days during which the Company controls the conversion of the Partner. The Hold period is set by the Company at its own discretion, the Partner is notified by email.
3. The payments to the Partner are performed immediately upon the trade action, after each complete transaction.
4. For the Partners with an income above average, payments shall be available on request. In case of successful cooperation, the Company in its sole discretion may also increase Partner’s payments individually.

## Appendix 2

### MARKETING RULES

*Forex and CFD trading are a regulated activity thus all promotional materials must be fair, not misleading, clear, and also all Partner's actions should strictly comply with these marketing rules. Violation of any specified provision of the Rules may be considered by the Company as a gross breach of provisions of this Agreement and result in immediate termination of the Agreement with the Partner.*

1. The Partner should guarantee not to advertise the Products branded "Finex" for persons residing in the countries where Forex trading is forbidden by law. Before starting the work, Partner shall make sure that its working resource is not targeted at the audience which has no rights to use the advertised website. The Partner is obliged to agree with the Company (via personal manager) on a list of geolocations where the Partner's work is planned. All conditions about geolocation where the Partner has a right to work should be stated in the Partner's offer.
2. The Partner should address its advertising activities to people older than 21 or another age of majority, established in the territory of the Partner's activities (i.e. in the territory where the Products branded "Finex" is being advertised).
3. It is forbidden to attract the clients via an offer to register on the advertised website via the Partner's link for money or any other remuneration.
4. It is forbidden to use instant redirecting from its own or any other domain name to the Company's domain name and the advertised Products branded "Finex". The Partner has no right to register trademarks and/or domain names which contain the Company's and its affiliates trademarks or domain names, or similar to them to a confusing degree. The Partner agrees that any use of the trademarks, including any use of domain names, containing the Company's and its affiliates trademarks or parts similar to the Company's and its affiliates trademarks to a confusing degree, is performed solely for the benefit of the Company and under conditions of the Affiliate Agreement; the Partner does not acquire any rights for the Company's and its affiliates trademarks and other individual means due to such use.
5. It is forbidden to use contextual advertising by using the keywords containing the brand name, trademark or the Company's registered name, including similar, derived, misspelt words or translation to other languages. It is forbidden to register the said keywords, search elements or other identifiers for use in any data retrieval system or website, advertising service or any other searching or reference services. Use of the Company's brand name is allowed in the advertisement text itself.
6. It is forbidden to use for the advertising of Company and its affiliates the branded queries, as well as brand names of Company's (and its affiliates) competitors or any derived or misspelt forms. Partner is also obliged to refrain from comparing "Finex"

with competitor's brands, and also from the exposing unreasonably the other companies in a bad light. The same rule is acting if the Partner purchase advertising in the advertisement networks (i.e. Google AdWords or Bing Ads).

7. The Partner must clearly indicate information on partnership relations with the Company on websites and resources used for his/her work. Any Partner's resources developed by the Partner independently and/or with the involvement of the third parties, dedicated only to the Company's activities must contain an indication that such resources are not the Company's official website/resource. Usage of similar to a confusing degree domain names for the Partner's working resources is not acceptable and is a gross breach of these Rules and provisions of the Affiliate Agreement.
8. It is forbidden to offer bonuses on the behalf of the Company and its affiliates distinct from bonuses, provided by the Company or its affiliates. In order to know the current information about bonus offers and programs, Partner sends the written request to personal manager.
9. When using the marketing materials created for the Partner and upon its order by the third parties, Partner must have all required permits of such third party to use the materials, and the
10. Partner must relieve the Company from any complaints and disputes concerning the legitimacy of usage of such materials by the Partner.
11. If the material is placed on the Partner's resource with mention of possible opportunity to gain profit from using the Products branded "Finex", the Partner must place on the same resource/in the same material a warning concerning possible financial risks related to the Products branded "Finex" specifics. Risk statement must be made in clear legible font and be located in an accessible and visible part of the working web resource. Risk statement must be made in strict compliance with the requirements specified in the Partner's offer.
12. Partner is entitled to indicate information on the Company's licenses solely as the fact of their existence and avoid the context of approval of the Company's activities.
13. In case of providing the results of a comparative analysis of the Products branded "Finex" and products of the competitive companies on the working resource, only reliable information should be used, with an indication of links to the sources of such information.
14. It is forbidden to place any guarantees and promises on behalf of the Company and its affiliates. Any actions on behalf of the Company and its affiliates in order to mislead third parties are forbidden as well. The Partner's actions within the framework of the Affiliate Agreement should under no circumstances be positioned as the Company and its affiliate's actions. By attracting the clients and distributing information about the Company and the Products branded "Finex", the Partner acts solely for his/her own benefit within the framework of the Affiliate Agreement.
15. The Partner has a right to purchase an advertisement on other sites, to use advertising networks and mobile applications. It should be noted that all traffic

sources should be in strict compliance with the conditions specified in the Partner's offer and this Agreement in general.

16. The Partner has a right to use social media (Facebook, Instagram, etc.) for promoting and attraction of the clients. It should be noted that it is forbidden to create and maintain pages and profiles that are identical or similar to the official pages and profiles of the Company and its affiliates, as well as copy the content published in these official pages and profiles.
17. It is forbidden to use brand bidding, fraud, incentive traffic, spam, traffic from the hacked resources, incent traffic and other means functioning similarly. The full list of the forbidden sources is stated in the Partner's offer.
18. It is forbidden to use web resources and tools for client's attraction which may in any way damage the Company's (and its affiliates also) reputation. The Partner is also obliged to refrain from advertising Products branded "Finex" using false or misleading statements.
19. The Partner must comply with the generally accepted requirements in the sphere of digital marketing concerning 'spam' or unwanted electronic messages and contacts with the clients. Partner agrees that his/her activities within the framework of the Affiliate Agreement will be consistent with, among other things, the industrial standards of digital marketing. Any unacceptable actions may be considered as a gross breach of these Rules and provisions of the Affiliate Agreement in general.
20. In the event of a violation of the marketing recommendations by the Partner, the Company shall be entitled to:
  - give a warning to the Partner and set the time to eliminate the faults in order to remedy the violations of this Agreement;
  - do not take into account the clients attracted during the period of violation of this Agreement;
  - decide on the termination of cooperation with the Partner and of this Agreement with immediate notification of the Partner, Account blocking and suspended the accounting of the clients attracted by the Partner, without paying the commission for the clients attracted previously. Account Blocking is the process of limiting the Partner's access to the Partner Account.
21. All marketing materials created by the Partner independently and/or following its order by the third parties must be agreed upon with the Company by contacting the personal manager before being published on the working resources. Usage of independently created materials in Partner's working resources by the Partner without agreement with the Company is unacceptable and is a gross breach of provisions of the Affiliate Agreement. In this case, the target actions will not be paid, Partner account will be blocked. The Partner must submit materials to the personal manager for approval. Before that, the Partner must make sure that marketing materials submitted for approval comply with the requirements to such materials set in these Affiliate Agreement.