



# MARKETING AFFILIATE TERMS OF USE

Dated: 12 December 2022

This is a legal contract between the ZT Group, hereinafter be referred to as the "Company", its successors and assigns; and you (the "Marketing Affiliate") executing this document.

The Company hereby grants the Marketing Affiliate the non-exclusive, non-transferable right to market the Company's derivative Trading Services and refer customers and potential customers to use the Company's derivative Trading Services in accordance with the terms detailed.

The Company does not supervise the activities of the Marketing Affiliate and assumes no liability for any representations made by the Marketing Affiliate. The Company and Marketing Affiliate are wholly separate and independent from one another. This Agreement between the Company and Marketing Affiliate does not establish a joint venture or partnership and the Marketing Affiliate is not an employee of the Company.

These Terms of Use are a binding agreement between the Marketing Affiliate and the Company. Your work with the Company constitutes your acceptance of these Terms of Use and any other legal notices and statements contained on the Company's website.

These Terms of Use are applicable on the entire contractual relationship between the Company and the Marketing Affiliate and form together with the Terms and Conditions set on the company's website, the entire agreement (Agreement).

## 1. TERMS

1.1. Headings are for ease of reference only and shall not affect the interpretation of the Agreement.

1.2. The Company or third parties may have provided the Marketing Affiliate with a translation of the Agreement. However, in case of discrepancies the English version shall prevail over any other versions.

1.3. In the Agreement any reference to an individual person shall include incorporated entities, body corporate, unincorporated associations, partnerships and individuals.

1.4. The Agreement covers the Marketing Affiliate's right to market the Company. This includes the right to implement links to the Company's web-based services on a proprietary website run by the Marketing Affiliate.

1.5. The Marketing Affiliate agrees to actively market the Trading Service(s) and any other of the Company's services towards potential Clients.

## 2. DECLARATIONS AND OBLIGATIONS

2.1. The Marketing Affiliate hereby undertakes to:



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- a) Be solely responsible for its website and its contents and shall ensure it complies in all respects with all applicable laws, regulations and approvals, including by making all necessary enquiries and due diligence.
- b) Conduct itself in a professional manner in accordance with industry standards so as not to cause disrepute or ill favour to the Company.
- c) Provide the services described in clause 3 and any incidental service with due care, skill and necessary diligence.
- d) Comply with and act in accordance to the Company's Terms and Conditions, as may be amended from time to time, and other policies of the Company relating to the trading services, remuneration, promotion and marketing of the Company.
- e) Ensure that all promotional material is of a type and character, and is disseminated in a manner that will not cause disrepute or harm to the Company and comply with all applicable laws and regulations, including without limitation relating to licensing and anti-spam laws and regulations. Immediately upon notice from the Company that, in the Company's opinion, any promotional material (content or method of use) does not comply with this standard, the Marketing Affiliate will cease use of such materials or manner of use.
- f) Comply with all reasonable instructions received from the Company regarding the content, nature and location of any campaigns or materials.
- g) Not to use the name of the Company in any promotional materials or otherwise, without obtaining the prior written approval of the Company relating to the general type of such promotional materials and not to distribute any such promotional materials in any manner or forum which may be offensive.
- h) Not to use spam of any kind for attracting clients.
- i) Not to open trading accounts by their own affiliate links, as well as not allowing relatives and friends to register by those affiliate links.
- j) Not to buy advertising for brand queries, including search terms and ad copy that contains the following:
  - Zentrader
  - Zentrader.com
  - ゼン・トレーダー
  - ゼントレーダー
- k) Not to distribute or use any promotional material that:
  - i. is likely to deceive or mislead the public;
  - ii. contains any material misstatement of fact or a statement that such a person knows omits a fact, if such omission makes the promotional material misleading or deceptive;



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- iii. mentions the possibility of profit unless accompanied by an equally prominent statement of the risk of loss;
- iv. includes a measurement or description of or makes any reference to hypothetical results which could have been achieved had a particular trading system been employed in the past unless accompanied by the statement identified below;
- v. includes any reference to actual past trading profits without mentioning that past results are not necessarily indicative of future results;
- vi. includes any specific numerical or statistical information about the past performance of any actual accounts (including rate of return) unless such information is and can be demonstrated to be representative of the actual performance for the same time period of all reasonably comparable accounts.

2.2. The Marketing Affiliate cannot amend any of the Trading Conditions and/or the Terms and Conditions set out in the Company's website without prior written approval from the Company. In case such amendment is approved by the Company, the Marketing Affiliate shall be responsible for notifying any relevant Client.

2.3. The Marketing Affiliate shall provide the Company with copies of and summaries of any pending claims or litigation with or without connection to this Agreement within 2 days of having received notice of such.

2.4. The Marketing Affiliate must not accept any money, securities or other property (or extend credit) from a client, and must not hold any money on behalf of a client.

2.5. The Marketing Affiliate represents and warrants as follows:

- a) The Marketing Affiliate, its employees, agents and associated persons, to the extent required, have been and will continue to be duly recognized and licensed to participate in the transactions contemplated hereby.
- b) The Marketing Affiliate has power to enter into and perform this Agreement according to its terms and will, upon request, produce to the Company such board resolutions, partnership agreements or other documentation that the Company may reasonably request.

2.6. The Marketing Affiliate must not respond on behalf of the Company to any enquiries or requests for information received from the press relating to the Company, and shall refer all such enquiries and requests to the Company unless from time to time notified otherwise by the Company in writing.

2.7. The Marketing Affiliate shall comply with the spirit of any promotions or marketing campaigns offered by the Company through the Marketing Affiliate. It must not promote the Company through any campaign which has the economic effect of sharing with the client any remuneration, bonus, fee or other payment intended by the Company to be for the benefit of the Marketing Affiliate. Notwithstanding clauses 6 (Remuneration) and 7 (Term and Termination), the Company reserves the right to terminate immediately and retain all fees



earned by the Marketing Affiliate for the relevant month where in the reasonable opinion of the Company, a breach of this clause 2.7 has occurred.

2.8. The Marketing Affiliate shall comply with the spirit of any promotions or marketing campaigns offered by the Company through the Marketing Affiliate. It must not promote the Company through any campaign that: (a) encourages the Client to open an account for the sole purpose of the Client receiving an account opening cashback; (b) encourages the Client to open an account for the sole purpose of the Marketing Affiliate registering a Sale; or (c) encourages the Client to open an account for the sole purpose of the Client receiving an account opening cashback and the Marketing Affiliate registering a sale. Notwithstanding clauses 6 (Remuneration) and 7 (Term and Termination), the Company reserves the right to place the Marketing Affiliate under review, or terminate immediately, and retain all fees earned by the Marketing Affiliate for the relevant month where in the reasonable opinion of the Company, a breach of this clause 2.8 has occurred.

2.9. If requested, the Marketing Affiliate agrees to provide all documentation required by the Company from time to time, in the correct format for the purposes of AML/CTF, other applicable regulatory requirements and customer verification procedures performed by the Company. Where insufficient documentation is provided, the Company reserves the right not to onboard the customer and no fee shall be payable by the Company for the introduction of that customer.

2.10. The Marketing Affiliate must not introduce any clients with a residential address in the United States (including US territories) or any country where trading in derivatives is not permitted by local laws and regulations.

### 3. SERVICES PROVIDED

3.1. The Company develops and operates technologies and services allowing traders to trade in foreign exchange and derivative products. The Marketing Affiliate shall provide introduction services including but not limited to;

- a) Marketing the Company's derivative trading services and directing Customers and potential customers to use the Company's derivative Trading Services in accordance with the terms detailed.

### 4. THE COMPANY'S OBLIGATIONS

4.1. The Company shall provide the Marketing Affiliate access to reports on its website detailing relevant information to the Marketing Affiliate with regards to Clients related to it.

4.2. The Company shall pay the remuneration as detailed in Section 6 herein, subject to the requirements of applicable laws and regulations.

4.3. The Company shall make available to the Marketing Affiliate access to the Company's website which includes additional information and reports regarding its Agreement with the Company.



4.4. The Company represents and warrants as follows:

- a) The Company has the power to enter into and perform this Agreement according to its terms.
- b) The Company warrants that it is (or its associated companies are) the proprietor of the Company's names and trademarks or that it is duly authorised by the proprietor of the same to sublicense them to Marketing Affiliate on the terms of this Agreement.

## 5. RELATIONSHIPS WITH CLIENTS

5.1. The Marketing Affiliate must not represent itself as the Company, and should specify on its website (if it has any) the nature of the relationship.

5.2. The Marketing Affiliate must not attempt to bind the Company in any manner and not use any trademarks or signs of the Company without prior written consent of the Company.

5.3. The Marketing Affiliate acknowledges that all customers are the Company's customers and any information about these customers are the exclusive and sole property of the Company. Upon termination of this Agreement the customers will remain the Company's customers.

5.4. The Marketing Affiliate shall adhere to the Company restrictions and policies as detailed on the Company's website or as notified to the Marketing Affiliate from time to time. Such terms may be adjusted by the Company at its sole discretion from time to time.

5.5. The Company shall be under no obligation whatsoever to accept as a Client any applicant in connection with the services provided by the Marketing Affiliate.

5.6. If required by the Company and subject to all applicable privacy and data protection laws in the relevant jurisdiction, the Marketing Affiliate must obtain and maintain a permanent record of all relevant facts about every Customer (including the true name and address, principal occupation or business and financial condition of such Customer), every account and every person holding power of attorney over any account. The Marketing Affiliate must also maintain the name of the person who solicited and is responsible for each Customer.

5.7. The Marketing Affiliate must not be involved in any practices involving market manipulation, false trading, market rigging, fictitious transactions, black box trading, scalping, wash trading, matching of orders, insider trader or misleading or deceptive conduct.

## 6. REMUNERATION

6.1. All costs of the Marketing Affiliate in connection with its duties hereunder shall be borne solely by the Marketing Affiliate and the Company shall under no circumstances participate in such costs, unless otherwise agreed in writing between the Parties.

6.2. The Marketing Affiliate shall receive payment during the term of this Agreement in accordance with the preferred payment scheme it indicated during the sign up process to the



Company's system or as negotiated and agreed by the parties. Such payment shall accrue to the Marketing Affiliate only.

6.3. Subject thereto, the Company shall pay to the Marketing Affiliate such amounts if they are a result of revenues generated from clients who are not suspected of arbitrage and/or fraud and/or fraudulent activity.

6.4. All payments will be due and payable in Japanese Yen (JPY) unless agreed otherwise in writing. A different preferred payout currency may, subject to the Company's approval, be selected from the following (after currency conversion): USD, EUR, IDR.

6.5. No fee shall be payable by the Company in respect of any client who is introduced to the Company by the Marketing Affiliate, until such a date that the average trading volume of all clients (that qualify as a sale) introduced to the Company by the Marketing Affiliate exceeds JPY 100,000 or currency equivalent.

6.6. No fee shall be payable by the Company in respect of any client to the Marketing Affiliate if the payment will contravene any applicable law.

6.7. No fee shall be payable to third parties if the name of the beneficiary is different to that of the person/business registered with the Company. Should there be a legitimate reason, the Marketing Affiliate must provide evidence that a mistake was made upon registration or that they are the beneficial owners of the business. A photographic government ID and bank statement in the beneficiary's name must also be provided. Should the Company be satisfied, it may at its discretion remit payment.

## 7. TERM AND TERMINATION

7.1. The duration of this Agreement will begin on the Effective Date and will continue unless it is terminated earlier in accordance with the provisions hereof ("Term").

7.2. Either Party may terminate this Agreement for convenience following a thirty (30) days' notice period pursuant to a written notice.

7.3. The Company may, by notice in writing to the Marketing Affiliate, terminate this Agreement immediately if any of the following events shall occur:

a) Any of the Marketing Affiliate's representations ceases to be true or if the Marketing Affiliate is in breach of any term, condition or provision of this Agreement and either the breach cannot be remedied or the Marketing Affiliate fails to remedy the same within 3 calendar days of receipt of a Notice requiring it to do so;

b) The Company reasonably forms the opinion that the Marketing Affiliate will be unable to perform its obligations under this Agreement;

c) The Company reasonably forms the opinion that the Marketing Affiliate has failed to maintain adequate numbers of qualified individuals with suitable skills, training, education and experience to perform the services described in clause 3;



d) The Marketing Affiliate contravenes any statute, law, regulation or direction which impacts its ability to perform its obligations under this Agreement or otherwise brings the reputation or standing of the Company into disrepute;

e) The Marketing Affiliate engages in any conduct prejudicial to the Company's business;

f) The Marketing Affiliate suffers or, in the reasonable opinion of the Company, is in jeopardy of becoming subject to any form of insolvency, administration or bankruptcy;

g) The Marketing Affiliate, its staff or officers are convicted of an indictable offence.

7.4. Termination shall be without prejudice to any rights which accrued before termination. The Marketing Affiliate shall be entitled to receive any fees in accordance with clause 6 above, which have accrued and are due payable to it as at the termination.

7.5. At any time during the term, or after termination for a period of two years, of this Agreement, the Marketing Affiliate agrees not to:

a) Approach directly or indirectly any customer or client of the Company to influence it to cease to carry on business with the Company or otherwise entice it away from the Company;

b) Approach directly or indirectly any employee or officer of the Company to influence them to cease employment with the Company or otherwise entice them away from the Company;

c) Do any act or thing whatsoever, which may injure, impair or reduce or be likely to injure, impair or reduce the business, goodwill or reputation of the Company or its standing in the eyes of the public or any of its customers or clients.

## 8. TAXES

8.1. Each Party shall pay its own tax and duties. The Company reserves the right to withhold any amount from the Marketing Affiliate required for the purposes of compliance with domestic and international tax legislation.

## 9. RECORDS AND REPORTING

9.1. Where required, it is the Marketing Affiliate's sole responsibility to associate the Marketing Affiliate's unique ID with Traders making use of the Trading Services by using Tags provided by the Company or otherwise informing the Company in writing as to its Traders ID.

9.2. It is the Company's sole responsibility and obligation to track the activity of the Traders and all traffic associated with their Marketing Affiliate ID for the duration needed for the Company to fulfil its obligations under this Agreement in full.

9.3. Throughout the Term, The Company shall provide the Marketing Affiliate with an online report.



## 10. INTELLECTUAL PROPERTY RIGHTS

10.1. The Marketing Affiliate shall not use any of the Company's names and trademarks other than in respect of this Agreement;

10.2. The Marketing Affiliate shall not apply for or obtain registration, including by, but not limited to trademark and internet domain names, of any of the Company's names and trademarks (or any trade or service mark which consists or comprises the Company's similar word or words or logo or parts hereof) for any goods or services in any country. In case such application and/or registration was done prior to this Agreement, the Marketing Affiliate shall immediately transfer all such rights to the Company on its request;

10.3. The Marketing Affiliate shall not dispute or challenge the validity of, or the Company's rights to, any of the Company names and trademarks as registered or used by the Company during the term of this Agreement;

10.4. Each reference to the Company's names and trademarks shall be in a form agreed in writing in advance by the Company;

10.5. Any and all reference to the Company's names and trademarks by the Marketing Affiliate shall contain such acknowledgements of the Company's ownership of any and all intellectual property rights to the Company's names and trademarks as the Company may from time to time reasonably require;

10.6. The Marketing Affiliate shall not do or allow others to do anything which may diminish or devalue the reputation, image or prestige of the Company or in any way impair any registration of the Company's names and trademarks;

10.7. The Marketing Affiliate shall comply with regulations and practices in force or used in order to safeguard the Company's rights to the Company's names and trademarks and the Marketing Affiliate shall cooperate fully with the Company in protecting such rights;

10.8. The Marketing Affiliate shall promptly notify the Company of any contest of the validity or abuse of any of the Company's names and trademarks that the Marketing Affiliate becomes aware of.

10.9. Marketing Affiliate shall indemnify the Company in respect of any and all costs, claims, damages, expenses, losses, demands and liabilities of whatsoever nature suffered or incurred by the Company as a result of or in connection with the use of the Company's names and trademarks by Marketing Affiliate other than in accordance with this Agreement.

## 11. LITIGATION

11.1. Each party represents that there is no claim, action, suit or proceeding pending or, to the party's knowledge, threatened, against the party at law, in equity, by way of arbitration or before any governmental department, commission, board or agency that might have a material adverse effect on the other Party, nor is the Party aware of any reasonable basis thereof.





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## 12. LIMITATION OF LIABILITY

12.1. Except as stipulated above, in no event will the Company be liable to the Marketing Affiliate or the Marketing Affiliate's Traders and/or any third party engaging directly or indirectly with Company's services and no party will be entitled to recover from the Company any incidental, consequential, indirect, special or punitive damages (including, without limitation, damages for loss of business, loss of profits or loss of use), whether based on contract, tort (including, without limitation, negligence) or any other cause of action relating to Company's trading services or otherwise relating to this agreement, even if either party has been informed or should have known of the possibility of such damages.

## 13. INDEMNITY

13.1. The Marketing Affiliate shall indemnify the Company for any damage or expense incurred as a result of the Marketing Affiliate's dishonesty, fraud, negligence, misconduct or failure to abide by the obligations of any terms of this Agreement.

13.2. If the Marketing Affiliate is involved in managing client trades, advising clients on trading matters or providing signals for clients to trade the Marketing Affiliate shall be responsible for and shall, as a primary obligation, indemnify and hold harmless the Company, its directors, officers, employees and affiliates, from and against any liabilities, claims, demands, proceedings, costs, damages, expenses (including legal fees) and penalties whatsoever arising out of:

- a) Any failure on the Marketing Affiliate's part or that of the Client to comply with an applicable law, rule or regulation;
- b) Any failure on the part of the Marketing Affiliate to perform any obligation set out in this Agreement or any other agreement between the parties; and
- c) The un-authenticity or unenforceability of any contract entered into with the Client.

## 14. CONFIDENTIALLY

14.1. The Marketing Affiliate shall keep confidential and not disclose except for the benefit of the Company at any time during this agreement or subsequent any trade secrets, techniques, ideas, know how, plans, concepts, data, and subject matter pertaining to the Company, its clients, or customers which the Marketing Affiliate may use or otherwise acquire during its relationship with the Company (the "Confidential Information").

14.2. Upon termination of this Agreement, the Marketing Affiliate shall return to the Company any materials or data received by the Marketing Affiliate from the Company.

14.3. At any time during the term of this Agreement the Company can demand that the Marketing Affiliate return any materials or data it received from the Company.

14.4. Clause 14 shall not prohibit the use or disclosure of information:



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- a) Which is or becomes public domain without breach of this Agreement by the party receiving Confidential Information;
- b) Which after execution of this Agreement is lawfully acquired from any third party who did not directly or indirectly acquire the same subject to any obligations of confidentiality;
- c) Which is not of a confidential or trade secret nature;

#### 14.5. Duties in relation to a Regulatory Request:

- a) Upon receipt of any communication issued by or on behalf of any government agency or self-regulatory agency to the Marketing Affiliate, concerning any enquiry, investigation or disciplinary proceeding related to the Marketing Affiliate, or any client of the Company (the "Regulatory Request"), the Marketing Affiliate must give a copy of the communication promptly to the Company.
- b) To the extent permitted by law, the parties must assist each other in addressing any Regulatory Request by providing, immediately following receipt of a request in writing in that regard, a true copy of any and all correspondence, file notes, memoranda or any other communication, notation or other written, electronic or recorded instrument in relation to the subject matter of the Regulatory Request in the possession of the Marketing Affiliate (the "Subject Documents").
- c) In the event that any Subject Documents are in the possession of a third party, the Marketing Affiliate must use its best efforts to obtain the Subject Documents and immediately deliver them to the Company.
- d) If, despite the best efforts of the Marketing Affiliate, a third party declines to hand over the Subject Documents in its possession to the Marketing Affiliate, the Marketing Affiliate must advise the Company in writing of such refusal and must provide the name and address of the third party to the Company, whereupon the Company may, in its absolute discretion, elect to directly contract such third party for the purpose of obtaining the Subject Documents.

## 15. NOTICES

15.1. A notice demand, certifications or other communication under this document must be in writing, in the English language and may be given by an agent of the sender.

## 16. PARTIES' RELATIONSHIP

16.1. The Marketing Affiliate and Company are independent entities. There is no employment, joint venture or partnership relationship between the parties nor created by this Agreement. Neither party shall have any right or authority to act on behalf of the other or represent that it has such right or authority unless presented in this Agreement or subsequent written authorisation.

## 17. GENERAL RESTRICTIONS



17.1. Nothing in this Agreement shall restrict the Company from entering into agreements of this type with third parties.

17.2. Nothing in this Agreement shall infer that the Company has appointed or will appoint the Marketing Affiliate as their Authorised Representative nor permit the Marketing Affiliate to make such representations to third parties or clients at any time.

17.3. Neither party shall assign or subcontract their obligations under this Agreement without the prior written consent of the other party, such consent will not affect their obligations and liabilities under this Agreement.

17.4. Where assignment approval has occurred subject to clause 17.6 below, neither the rights nor the obligations of either party to this Agreement may be assigned, in whole or in part, or delegated by either party without the prior written approval of the other party, which approval will not be unreasonably withheld or delayed.

17.5. The Company may assign this Agreement to any affiliate or subsidiary of the Company or to any entity which succeeds to the Company without the consent of the Marketing Affiliate. However, in that event, the Company must notify the Marketing Affiliate in writing within a reasonable period following such assignment.

17.6. The Marketing Affiliate must give 5 Business Days notice of:

a) A material change in the management, ownership or control of either the Marketing Affiliate and in particular, any change in the director or shareholder of that Marketing Affiliate;

b) A material change in the management, ownership or control of the trust which a Marketing Affiliate is trustee and in the event that the Company does not approve the change or changes, the event will constitute an unlawful assignment under this Agreement allowing the Company to immediately terminate this Agreement under clause 7.

## 18. DISPUTE RESOLUTION

18.1. In the event of a dispute between the parties which remains unresolved for 30 days, a mediator shall be appointed to facilitate resolution.

18.2. The parties will bear the costs of the mediation equally and provide all assistance reasonably requested by the mediator.

18.3. If a suitable mediator cannot be agreed, or if mediation fails, parties can then proceed with formal legal action.

## 19. MISCELLANEOUS

19.1. This Agreement constitutes the entire agreement between the parties and nullifies any and all previous agreements both oral and written between the parties.



19.2. Failure by the Company to require strict compliance with any provision of this Agreement shall not constitute a waiver of the Company's rights upon that or any other occasion.

19.3. The invalidity or unenforceability of any part of this Agreement shall not prejudice the validity or enforceability of any other part.

19.4. Variations to this Agreement shall be made by the Company providing written notice to the Marketing Affiliate by email or by uploading the varied Agreement onto the Company's website. Variations shall become effective on the later of the date of notice or the date specified on the notice. Variations will be deemed accepted on the earlier of when the Marketing Affiliate accrues a fee or 2 business days have elapsed since the effective date of change. If the Marketing Affiliate does not wish to accept the variation, they must terminate this Agreement in accordance with clause 7 within 2 business days of the effective date of change whereupon the varied agreement shall have no effect for the duration of the notice period.

19.5. Together with the Terms and Conditions set on the Company's website, this is the entire Agreement of the parties and replaces any previous Marketing Affiliate Agreements or discussions.

19.6. This Agreement shall take effect immediately upon the Company's acceptance of the Marketing Affiliate's application, unless another date is specifically stipulated.

## 20. GOVERNING LAW AND JURISDICTION

20.1. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong SAR without regard to conflict of laws. The parties submit to the non-exclusive jurisdiction of the courts and tribunals in Hong Kong SAR.

## 21. RELEVANT DEPARTMENTS

Affiliate Support Team  
Email: [affiliates@zentrader.com](mailto:affiliates@zentrader.com)

Customer Service Department  
Email: [support@zentrader.com](mailto:support@zentrader.com)

Compliance Department  
Email: [compliance@zentrader.com](mailto:compliance@zentrader.com)