



HIROSE SOLUTIONS LIMITED (17746)
 The Colony House, No. 41 Nevis Street,
 P.O. Box W916, Saint John, Antigua and Barbuda
 Email: info@hirosecs.com

HIROSE Affiliate Agreement

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1 Standard Clauses

1.1 This HIROSE Affiliate Agreement (hereinafter the “Agreement”) shall define the conditions and procedures for cooperation between Partner (hereinafter the “Partner(s)”) and HIROSE SOLUTIONS LIMITED. (hereinafter the “Company”).

2 Definitions

Account:	the exclusive trading account allocated by the Company to each Client who successfully completes the account opening process and receives approval from the Company.
Client:	Any individual or entity with whom the Company has entered into a Client Agreement.
Client Agreement:	a contract between the Company and the Client for the provision of services pertaining to trading financial instruments offered by the Company.
Company:	HIROSE SOLUTIONS LIMITED whose registered address is The Colony House, No. 41 Nevis Street, P.O. Box W916, Saint John, Antigua and Barbuda (Registration Number: 17746)
Confidential Information:	the meaning ascribed in clause 9.1.
Connected Partner Commission:	the amount payable by the Partner to the Connected Partner subject to clause 12 of the present Agreement.
Discloser:	refers to the party who discloses or provides Confidential Information, either directly or through representatives, to the Recipient or the Recipient's representatives.
Dormant Introduced Client:	any Introduced Client who has not engaged in any activity (trading or deposit) in any of their Accounts with the Company for a period of one year.
Group Company(s):	in relation to a company, "any member of its Group" refers to any entity that is part of the same Hirose corporate group or structure.
Law(s):	means any statute, treaty, ordinance, rule, regulation, directive, decision, circular permit, order, writ, injunction, judicial decision, decree, code, or other legally binding requirement of any regulatory and/or governmental authority that may be in effect and applicable to the Company from time to time.
Introduced Client:	any individual or entity who has been referred to the Company by the Partner through a Partner Link and with whom the Company has entered into a Client Agreement.
MY Hirose Portal:	the distinctive account allocated by the Company to each Partner for the purpose of receiving the Partner



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	Commission. This is described in section 5, titled "Payment of Partner Commission," for further details.
Partner:	a physical person or entity authorized by the Company to introduce Prospective Clients to the Company in accordance with the terms and conditions outlined in this Agreement.
Partner Link:	the exclusive link provided by the Company to the Partner for the identification of Partner activities and the Clients introduced to the Company by the Partner.
Partner Site:	the websites and social media platforms managed and/or owned by the Partner and/or Connected Partner with the aim of introducing Prospective Clients to the Company.
Partner Commission:	the sum payable to the Partner in accordance with the terms outlined in clause 5 of the present Agreement.
Personal Area:	the Client's personal space on the Company's.
Policy:	the present Partnership Agreement.
Promotional Material:	any material provided by the Company to the Partner and used by the Partner in order to promote any activity related to the Company for the purpose of this Agreement, including but not limited to written texts, training materials, advertisements, newsletters, logos, banners, promo links etc.
Prospective Client:	any individual or entity who has been referred to the Company by the Partner prior to the finalization of a Client Agreement with the Company.
Recipient:	means the party receiving the Confidential Information, either directly or indirectly through the Discloser or the Discloser's Representatives.
Representative(s):	means, with respect to a particular party, such party's: (i) Affiliates, (ii) Officers, directors, and employees, (iii) Attorneys, accountants, and financial advisors, and (iv) Officers, directors, and employees of such party's Affiliates, who shall each be legally obligated to observe and perform the obligations of such party and to keep and treat the Discloser's Confidential Information received hereunder in a manner consistent with the terms hereof.
Site(s):	without limitation shall refer to the website https://hirosec.com utilized by the Company for communication with the Partner periodically, or any other website or sub-domain maintained by the Company and communicated to the Partner from time to time.

3 Partners' Rights and Obligations



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- 3.1** For any individual or entity to be considered as a Partner, they must undergo the appropriate application procedure. The Company reserves the right to approve or decline any applicant as a Partner, or to request additional information and/or documentation from the applicant for further assessment by the Company.
- 3.2** Upon approval of a Partner application and acceptance of the present Agreement, the Company provides the Partner with a non-exclusive, non-transferable right to refer Prospective Clients to the Site(s), in accordance with the terms and conditions outlined in this Agreement. Additionally, the Company will provide the Partner with access details to My Hirose Portal and a Partner Link connected to the Site(s).
- 3.3** The Partner grants the Company a non-exclusive, non-transferable right to utilize the Partner's name and/or trademark at no cost for the duration of this Agreement, to enable the Company to fulfil its obligations under this Agreement.
- 3.4** The Partner undertakes the following:
 - i.** To operate in good faith and refrain from making any false and/or misleading representations or statements regarding the Company and/or its Affiliated Entities, or the services provided by them, which the Partner knows or reasonably ought to know may harm or tarnish the business or reputation of the Company and/or its Group Companies, or any of their associates.
 - ii.** To collaborate with the Company in addressing complaints from clients referred by the Partner.
 - iii.** To cooperate with the Company and promptly provide any documentation and/or evidence requested by the Company concerning the Partner's interactions with the Clients that involve the Company in any way.
 - iv.** Not to knowingly engage in or allow any action that the Partner knows or reasonably ought to know could result in the Company breaching any provisions of the Client Agreement between the Company and the Clients, or any provisions of existing legislation.
 - v.** To collaborate with the Company and promptly provide any information and/or documentation required by the Company.
 - vi.** To fulfil their obligations under this Agreement and conduct their business and affairs in accordance with professional and ethical standards widely recognized as best practices, as well as in compliance with any applicable laws or regulations. The Partner shall refrain from taking any actions that could cause the Company and/or its Group Companies to fail to meet the expected standard of behaviour for individuals in their position. The Partner will adhere to all relevant laws, rules, and regulations, and promptly inform the Company of any complaints, regulatory inquiries, disciplinary measures, or other developments that could significantly affect their ability to provide the services outlined in this Agreement, in accordance with existing legislation.



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- vii. To furnish the Company with all necessary information and documents regarding the services provided under this Agreement.
- viii. To promptly inform the Company in writing of any actual or potential breaches of legal or regulatory requirements, and the Company may presume that any necessary authorization, license, and/or consent remains valid until the Partner advises the Company otherwise.
- ix. To immediately inform the Company in writing if any actual or proposed judgment, order, or disciplinary sanction is imposed upon or entered against the Partner, or if any other action or claim is taken against them (including, but not limited to, any pending litigation), concerning their activities under existing legislation, which, in the reasonable opinion of the Company, could materially adversely affect the reputation or financial standing of the Company and/or its Group Companies.
- x. To indemnify the Company against any loss or liability incurred by the Company and/or its Group Companies as a result of the Partner's breach of any legal or regulatory requirements, or arising from or related to the Partner's actions during and after the termination of the Agreement.

3.5 The Partner shall not:

- i. Contact or engage with Prospective Clients and/or Introduced Clients in any manner without prior specific consent from the Company.
- ii. Receive funds from Prospective Clients and/or Introduced Clients on behalf of or for the Company's benefit, or conduct trades on behalf of Introduced Clients.
- iii. Modify any documents, including the Company's legal documents and/or any Promotional Material.
- iv. Make any representation or warranty regarding the Company unless authorized by the Company.
- v. In their capacity as a Partner, assume any liabilities on behalf of the Company, or offer credit on behalf of the Company, or enter into any contracts binding upon the Company.

3.6 The Partner acknowledges that if an Introduced Client requests to be unlinked from a specific Partner and/or linked to another Partner, the Company reserve the right, at their sole discretion, to honour such request and discontinue paying any Commission to the previously linked Partner in connection with this Introduced Client.

4 Company's Rights and Obligations

4.1 The Company reserves the right to decline registration as a Client to any Prospective Client introduced by the Partner.



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- 4.2 The Company shall possess sole and exclusive ownership of any personal data disclosed and/or pertaining to the Introduced Clients.
- 4.3 The Company reserves the right to withhold payment of a Partner Commission for any Dormant Introduced Client and to terminate the association of such a Dormant Introduced Client with a specific Partner.
- 4.4 The Company retains the right to modify the country or regions/the location of the clients a Partner can target for the purpose of introducing clients to us at its discretion.
- 4.5 The Company has the authority to monitor the Partner's Site and request amendments as necessary, with which the Partner is obligated to comply.
- 4.6 The Company undertakes to:
 - i. Fulfil its obligations under this Agreement in good faith;
 - ii. Retain information about all transactions involving Introduced Clients for a period reasonably necessary for the purposes of this Agreement;
 - iii. Pay Partner Commission for Introduced Clients, except in the following circumstances:
 - A) When the Client and the Partner are the same person/entity;
 - B) When the Partner acts in breach of the terms of this Agreement;
 - C) When one of the reasons mentioned in term 5.7 below prevails.

5 Payment of Partner Commission

- 5.1 The Partner shall receive compensation for each trading transaction (excluding any credit/bonus-generated amount) conducted by the Introduced Client assigned to the Partner in accordance with the services outlined in this Agreement.
- 5.2 The Partner Commission will be computed for all "CLOSED" trading transactions made by the Introduced Clients and be reflected on the Partner's MY Hirose Portal on the next business day. It will be withdrawable on a daily basis. The frequency of calculation and payment for each Partner Commission will be decided by the Company at its sole discretion.
- 5.3 Unless communicated otherwise by the Company to the Partner, the Partner Commission for trading transactions executed by Introduced Clients using their own funds is determined as follows:

Partner Commission = The volume of closed trades executed by the Introduced Clients x Affiliate Markups (in pips, converted to USD)
- 5.4 The Partner Commission is paid out for first level Introduced Clients (introduced by the Partner).



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- 5.5** The Company reserves the right to modify the Spread in Pips at our sole discretion, subject to prevailing market conditions and our risk management strategies.
- 5.6** If the Company has reasonable suspicion of auto-referral activity (where the Partner earns Commission from trading operations conducted on Accounts based on direct or circumstantial evidence controlled by the Partner; this includes, but is not limited to, the use of at least two identical IP addresses by the Partner and the signed Client), the Company will withhold payment of the Partner Commission.
- 5.7** Payment of Partner Commission may be subject to delay, customization, non-payment, cancellation, or suspension under the following circumstances:
- i.** If the Partner Account or any other Account managed or controlled by the Partner or any of the Introduced Clients assigned to the Partner is considered by the Company at its sole discretion as suspicious;
 - ii.** If the Company determines at its sole discretion that the Partner Commission is derived from activity related, directly or indirectly, to fraudulent or abusive or illegal or deceptive practices;
 - iii.** The Introduced Client performs actions in bad faith for generating Partner Commission;
 - iv.** If the Partner Account, any Account maintained in the name of the Partner or attracted Introduced Client Account is blocked or placed in the archive in a manner required by sections of this Agreement or the “Temporary Block of the Client Account” and “Inactive and Dormant Client Accounts” of the Client agreement and General Business Terms between the Company and the Client if applicable. The provisions of this clause are applicable to the full period of archiving and/or blocking of a Partner Account and/or any Account maintained in the name of the Partner or Introduced Client linked to the Partner;
 - v.** When the rate amount to be paid is less than 0.01 of a unit of currency of the Partner Account;
 - vi.** The results of the Introduced Client transactions are cancelled because they were executed at non-market quotations;
 - vii.** When the Introduced Client's Account balance consists of only credits/bonuses;
 - viii.** If the Partner Commission derived from Introduced Clients via Facebook or Instagram or any other social media platform or other platforms' paid advertising.
 - ix.** If any of the Introduced Client(s) does not fully comply with its obligations under the Client Agreement;
 - x.** The Introduced Client is not eligible to be a Client of the Company based on its internal policies and procedures and/or applicable Laws;



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- xi.** The Partner and/or the Introduced Client has failed to satisfy any requests from the Company in relation to due diligence and/or know your customer (“KYC”) and/or your business (“KYB”) and/or similar requirements;
 - xii.** If the Company determines at its sole discretion that the Partner has breached any provision of this Agreement and/or performed any actions and/or omissions in violation of Laws and/or regulations;
 - xiii.** Where applicable, the Partner Commission is related to trading made in Portfolio Management or Social Trading accounts;
 - xiv.** Where applicable, the Introduced Client trades in account types or instruments that do not generate Partner Commission.
- 5.8** Once the restrictions are lifted from an Introduced Client’s Account, Partner Commission payments to the Partner will resume.
- 5.9** The Company reserves the right to modify the calculation methods of Partner Commission periodically.
- 5.10** Partner Commission will be deposited into the Partner’s MY Hirose Portal unless otherwise approved by the Company.
- 5.11** The Partner is responsible for covering all taxes, money transfer fees, currency conversion fees, and other obligatory payments.

6 The Use of Promotional Material

- 6.1** Any additional material generated by the Partner for promotional purposes, such as creatives, landing pages, domains, emails, etc., must undergo prior approval by the Company before deployment.

The Partner is required to utilize only Promotional Material approved by the Company to render services outlined in the Agreement.

- 6.2** Promotional Material produced and/or supplied by the Company and employed by the Partner remains the exclusive property of the Company. Unless expressly permitted in writing by the Company, the Partner is prohibited from utilizing such material for any purposes beyond the scope of the current Agreement.

7 Promotion Restrictions

- 7.1** The Company possess globally registered and safeguarded trademarks, notably "Hirose" and the "Hirose logo" attached herein Appendix II. The Partner acknowledges the prohibition against registering any business incorporating the trademarks of the Company and/or its Group Companies.
- 7.2** The Company may grant the Partner a revocable, non-exclusive, non-transferable, non-assignable, and non-sub-licensable right to utilize and showcase the name, trademark,



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and Promotional Material on the Partner's Site at no cost throughout the duration of this Agreement, solely for the purpose of fulfilling the Partner's obligations under this Agreement, subject to the following:

- i. The Partner is obligated to utilize the Company's name, trademark, and Promotional Material exclusively for advertising the services provided by the Company on their website. This usage is solely for the purpose of establishing a link from the Partner's Site to the Site and fulfilling their obligations under this Agreement.
 - ii. The Partner is prohibited from challenging or contesting the Company's ownership rights to its name and trademark.
 - iii. The Partner must refrain from engaging in any actions that could be construed by the Company as detrimental to its business reputation, image, or trademark.
 - iv. The Partner agrees to adhere to the provisions of relevant legislation and customary business practices concerning the protection of intellectual property rights. Additionally, they commit to collaborating with the Company in safeguarding such rights.
 - v. The Partner commits to promptly notifying the Company in writing of any instances they become aware of where the Company's rights to its name and trademark are disputed or infringed upon.
- 7.3** The Partner is not permitted to use the Company's and/or its Group Companies' trademark in any paid search activity, whether this is in ad text, copy or display URLs without prior written approval by the Company and/or its Group Companies.
- 7.4** The Partner is not permitted to use the Company's and/or its Group Companies' trademark in their ad-copy paid media to advertise on behalf of the Company without the written approval from the Company and/or its Group Companies.
- 7.5** The Partner recognizes that the Company holds all rights any circumstance to the Company's intellectual property and that all intangible assets related to the Company's and/or its Group Companies' name and trademark and created as a result of the performance of this Agreement or by other means are the property of the Company.
- 7.6** The Company may cancel the non-exclusive, non-transferable right to use the Company's name, trademark and Promotional Material for free at any time, at its absolute discretion and without the need to provide any reasons for such cancellation.
- 7.7** The Partner undertakes the following:
- i. to post on the Partner Site specific warnings and disclaimers in relation to the provision of the specific services by the Company;
 - ii. to add all Company's brand terms as negative keywords in all paid search activities in order to avoid any broad matching issues;



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- iii. to clearly disclose the relationship between the Partner and the Company, if applicable, in any material produced or used by a Partner anywhere, including without limitation blogs, publications and news sites, disclosing both non-financial and financial relationships where applicable.
- iv. To follow and comply with the Company's advertising guidelines for Partners, as provided to the Partner by the Company from time to time, at the Company's sole and absolute discretion.

7.8 The Partner (and/or any of its Affiliated Entities) shall not, directly or indirectly:

- i. Register or use domains, subdomains, keywords, search terms or other identifiers containing the Company's and/or its Group Companies trademark(s) (a part of the Company's name), the Company's trade names, the Company's name, the Company's logo or any words or depictions confusingly similar to any of the aforementioned in any language without the Company's prior written consent;
- ii. Bid on or purchase internet placement rights for a similar domain name or any part or similarities thereof in any manner in any of its advertising and/or promotions, including but not limited to, Internet, mobile application and web advertising;
- iii. Include a similar domain name or any part thereof, or similar variations, translations or misspellings, in the meta tags of any web site code. This includes the meta title, meta keywords or meta description;
- iv. Purchase, obtain or use, directly or indirectly, any keywords from third party platforms so as to redirect traffic to the similar domain name;
- v. Purchase a similar domain name or any part thereof, or any variations, translations or misspellings thereof, for use in text links, banner ads, pop-up ads or any other type of ad that could be associated with a keyword campaign;
- vi. Use false advertising or in general false and/or fraudulent methods for attracting new Clients online, launching the search engine and leading the search engine users astray, including, but not limited to the use of the Company's Site URL with a Partner Link in the contextual advertising systems, knowingly falsely redirecting users to a different website on the Internet;
- vii. Send traffic through automatic redirects on a website page;
- viii. Use ad fraud, including but not limited to impression/click/conversion/data fraud, and fraudulent traffic sources, including but not limited to botnets/toolbars/click farms/other methods of automated/fraudulent traffic such as automated bots and stuffed cookies;
- ix. The use of questionable traffic sources including but not limited to parked domains, error pages, juvenile, death & tragedy, sexually suggestive and violent content are not permitted;



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- x. Publish advertisement-like information on websites which contain or link to websites that violate the Law, industry standards, ethics, and morality;
 - xi. Publish advertisements with incorrect information about the services offered or with omissions to the non-disclosure requirements of the risks to the Prospective Client.
 - xii. Use malicious software with pop-up advertisements or advertisement-like mailings to email addresses without consent to receive said mailings;
 - xiii. Purchase keywords with reference to Hirose and/or other misspellings of the name on pay-per-click search engines to drive traffic to Partner's own website;
 - xiv. Purchase trademarks which include the word "Hirose" in any language;
 - xv. Bid or appear on misspellings or variations of "Hirose" brand searches.
- 7.9** The Partner undertakes full responsibility of any legal representation and to pay all relevant fees, costs, expenses and fines in relation to any dispute, claim, action or proceeding relating to the intellectual property rights of the Company arising whatsoever directly or indirectly out of the Partner's activities, negligence, wilful default or fraud or breach of any of its obligations under this Agreement.

8 Protection of Personal Data

- 8.1** The Partner undertakes to observe all provisions of applicable Laws and regulations for the protection of personal data for the purpose of fulfilling its obligations under this Agreement.
- 8.2** The Partner undertakes full responsibility to pay any fines and/or compensate the Company and/or its Group Companies for any losses arising as a result of its violation of the provisions of laws regulating the protection of personal data and indemnify and hold harmless the Company and/or its Group Companies, including their directors, officers, employees, shareholders, and owners against any and all claims, demands, liabilities, losses, damages, judgments, settlements, costs, fines, and expenses arising out of the breach of the present Agreement and/or based on any claim against the Company derived from the Partner's activities, negligence, wilful default, fraud, or breach of any of its obligations under this Agreement.

9 Confidentiality

- 9.1** Confidential Information means all confidential information relating to the service which the Discloser or its Representatives or any of its Group Companies, or their Representatives directly or indirectly discloses, or makes available, to the Recipient or its Representatives or its Group Company, or their Representatives, before, on or after the date of this agreement. This includes:
- i. the fact that discussions and negotiations are taking place concerning the service and the status of those discussions and negotiations;



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- ii. the existence and terms of this agreement;
- iii. all confidential or proprietary information relating to:
- iv. the business, affairs, customers, employees, clients, suppliers, plans, intentions, or market opportunities of the Discloser or of any of the Discloser's Group Companies; and
- v. the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser, or of any of the Discloser's Group Companies;
- vi. any information, findings, data or analysis derived from Confidential Information;
- vii. any other information that is identified as being of a confidential or proprietary nature; but excludes any information referred to in clause 9.2.

9.2 Information is not Confidential Information if:

- i. it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives or by any of the Recipient's Group Companies or their Representatives in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);
- ii. it was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;
- iii. it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;
- iv. it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser;
- v. it is developed by or for the Recipient independently of the information disclosed by the Discloser; or
- vi. the parties agree in writing that the information is not confidential.

9.3 In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:

- i. keep the Confidential Information secret and confidential;
- ii. not use or exploit the Confidential Information in any way except for the service;
- iii. not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance



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with this agreement; and

- iv. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the service. Any such copies, reductions to writing and records shall be the property of the Discloser.
- v. The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Discloser from time to time) to safeguard the Confidential Information from unauthorised access or use.

9.4 Disclosure to Representatives

- i. The Recipient may disclose the Confidential Information to its Representatives, any of its Group Companies, or their Representatives on the basis that it:
 - A) informs those Representatives, Group Companies, or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and
 - B) procures that those Representatives, Group Companies, or their Representatives comply with the confidentiality obligations in clause 9.3 as if they were the Recipient.
- ii. The Recipient shall be liable for the actions or omissions of the Representatives, any of its Group Companies or their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

9.5 Mandatory Disclosure

9.5.1 Subject to the provisions of this clause, a party may disclose Confidential Information to the minimum extent required by:

- A) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
- B) the rules of any listing authority or stock exchange on which its shares or those of any of its Group Companies are listed or traded; or the Laws or regulations of any country to which its affairs or those of any of its Group Companies are subject.
- C) Before a party discloses any Confidential Information pursuant to clause 9.5 it shall, to the extent permitted by Law, use all reasonable endeavours to give the other party as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with clause 9.5 (i), that party shall take into account the reasonable requests of the other party in relation to the content of this disclosure.



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- D) If a party is unable to inform the other party before Confidential Information is disclosed pursuant to clause 9.5 it shall, to the extent permitted by Law, inform the other party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

9.6 Return or destruction of Confidential information

9.6.1 If so, requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall:

- A) destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;
- B) erase all the Discloser's Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form;
- C) erase all the Discloser's Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and
- D) certify in writing to the Discloser that it has complied with the requirements of this clause 9.6.1.
 - I. Nothing in clause 9.6.1. shall require the Recipient to return or destroy any documents and materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain by applicable Law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause 9.6.1.

10 Restrictions, Amendments and Termination

10.1 The Company at its discretion may put restrictions in the operation of the Partner Accounts for any of the following reasons:

- i. If there is any suspicion that the Partner is involved in any illegal/fraudulent transactions;
- ii. If there is a suspicion that the Partner violates any of the conditions of this Agreement or any term of the Client Agreement between the Company and the Partner as a Client or any other document concluded between the Partner as a Client with the Company.



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In the event that the Partner is also a Client of the Company and any of the aforementioned events occur then the Company may also put restrictions on the operation of any of the Accounts in the name of the Partner.

- 10.2** The Company has the right to amend the terms of this Agreement at any time with immediate effect without giving any prior notice to the Partners.
- 10.3** The Company may terminate the Agreement and the Partner's status with immediate effect for any of the following reasons:
- i.** If the Partner violates the conditions of the Agreement;
 - ii.** In the event that the Partner is also a Client of the Company and the Partner violates any term of the Client Agreement between the Company and the Partner as a Client or any other documents concluded between the Partner as a Client of the Company;
 - iii.** If the Company has cause to believe that the Partner is not putting enough effort into promoting the Company's services;
 - iv.** Any of the Introduced Clients engages in doubtful operations and/or in abusive trading and/or is in breach of the Client Agreement as determined in the Company's sole and absolute discretion;
 - v.** If the Company has reasons to believe that the Partner committed any illegal acts or omissions whatsoever; or
 - vi.** If the Company has reasons to believe that the Partner has performed and/or performs any actions that may result in damaging the Company's business reputation, image or trademark; or
 - vii.** If the Company suspects that Partner shares any personal data and/or personal information in breach of the Company's privacy policies and/or this Agreement and/or the personal data sharing disclaimer.
 - viii.** In the event that the Partner is also a Client of the Company and any of the aforementioned events occur then the Company may also terminate with immediate effect the Client Agreement between the Company and the Partner as a Client.
- 10.4** The Company may terminate the Agreement without cause by giving five (5) days written notice to the Partner.
- 10.5** Where termination of the Agreement and the Partner's status takes place, the Company shall pay commission for all Introduced Clients actually introduced before termination, excluding the instances directly provided for by this Agreement, until the effective termination date. The Partner shall not be entitled to receive any Commission from any Introduced Clients generated after the effective termination date.
- 10.6** Termination of the Partner's status shall not preclude the Company from subsequently entering into or maintaining contractual relationships with Introduced Clients introduced by



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the Partner.

10.7 The Partner shall no longer be allowed to use the Company's name and trademark following the termination of the Partner's status and the Partner is obliged to return to the Company any Promotional Material.

11 Indemnity

11.1 The Partner agrees to indemnify the Company and hold the Company, directors, officers, authorised representatives, employees and affiliates, harmless from and against any liability, claims, demands, proceedings, costs, damages, expenses (including legal fees) and penalties/fines whatsoever including but not limited to intellectual property rights and confidentiality directly or indirectly suffered by them or incurred by them arising out of the Partner's activities, negligence, wilful default or fraud or breach of its obligations under this Agreement and the Company may deduct any amount to indemnify the Company from any outstanding Partner Commission.

12 Connected Partners Indemnification

12.1 Any affiliates of our partners, hereinafter referred to as 'Connected Partners', shall be the sole responsibility of the respective partners. The Company shall not be held liable for any actions, omissions, or liabilities arising from the activities of Connected Partners. By participating in our affiliate program, partners agree to indemnify and hold harmless the Company from any claims, damages, losses, or expenses incurred as a result of the actions or inactions of Connected Partners. Partners acknowledge and accept that they are solely responsible for the conduct, compliance, and performance of their Connected Partners in accordance with these terms and conditions.

12.2 Connected Partner Commission from trading transactions of Introduced Clients will be paid out by the Partner and arranged directly between the Partner and the linked Connected Partner, in accordance with their respective agreement and/or arrangement.

12.3 In this Agreement, the Company reserves the right to suspend or terminate this Agreement if, upon investigation, the Company discovers any illegal or unreasonable activities conducted by the Connected Partner, which may include but are not limited to fraudulent activities, unauthorized use of intellectual property, or violation of any applicable laws or regulations.

13 Conflict of Interest Waiver

13.1 The Partner acknowledges that the Company may enter into affiliate agreements with other partners. By signing this letter, the Partner is aware of the potential conflicts of interest that may arise. If applicable, the Partner knowingly and willingly waives any such conflicts. The Partner understands that the Company is not obligated to disclose if the Partner's interests conflict with those of other clients, prospective clients from another partner, and/or connected partners.

14 Client Complaints



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- 14.1 The Partner will promptly inform the Company by telephone and in writing, of any complaint against the Company Upon Company's request the Partner shall submit a full and detailed report with any supporting documents relating to the complaint within five (5) days of receiving the complaint.
- 14.2 The Partner agrees to notify in writing the Company of any written complaint received from any Introduced Client which relates to any function that the Partner has undertaken and, in the event, the Partner agrees action is necessary, it undertakes to take reasonable steps to amend its procedures to avoid the occurrence of similar complaints in the future.

15 Notices

- 15.1 For the purposes of this Agreement, "writing" or "written notice" is defined as handwritten or typed text that is sent or received by email.
- 15.2 Any notice hereunder shall be in writing and deemed to have been duly given from the moment the email is sent to the below email addresses for the Company or to the last email address provided by the Partner to the Company.

Company: helpdesk@hirosecs.com

16 Entire Agreement

- 16.1 This Agreement, together with any documents referred to in it, constitutes the whole agreement between the Parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

17 Partner's Representations and Warranties

- 17.1 The Partner represents that he/she has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform his/her obligations under this Agreement, without the approval or consent of any other party.
- 17.2 The Partner confirms that he/she has obtained all necessary authorisations (including, without limitation, any regulatory or governmental consents, approvals or licenses), if applicable, to enable him/her to enter into and perform his/her obligations under this Agreement and he/she undertakes to maintain such authorisations, and consents during the term of this Agreement. The Partner undertakes to submit to the Company, prior to commencing operations under the present Agreement, evidence of all the relevant authorisations, licenses and consents that he/she possesses.
- 17.3 The Partner confirms that he/she has, prior to execution of this Agreement, fairly disclosed to the Company all information (including, without limitation, geography of leads, channels, any material information relating to its regulatory standing and details of any material difficulties previously encountered by him/her in the provision to Introduced Clients of such or similar services as those contemplated in this Agreement) which may reasonably be considered material to the Company in deciding whether to deal with the Partner and/or any Prospective Client or in determining the basis on which Company



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services should be provided.

17.4 The Partner confirms that all information and/or documentation supplied by him/her to the Company (including, without limitation, information relating to any Prospective Client or Client, geography of leads, channels) is true, complete and accurate in all material respects and the Partner will advise the Company forthwith of any material change to the information previously provided. In addition, the Partner undertakes to provide any further information and/or documentation as required by the Company from time to time.

18 Severability

18.1 Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by Law of any market or regulator, that part shall be deemed to have been excluded from this Agreement from the beginning, and this Agreement shall be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the Law and/or regulation of any other jurisdiction, shall not be affected.

19 Assignment

19.1 The Company may at any time assign to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing at least five (5) Business Days prior written notice to the Partner. This may be done, without limitation, in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, upcoming winding up of the Company, or sale or transfer of all or part of the business or the assets of the Company to a third party. It is agreed and understood that in the event of transfer, assignment or novation as described in the present clause, the Company shall have the right to disclose and/or transfer all Partner related information (including without limitation personal data, recording, correspondence, due diligence and identification documents, files and records etc.) transfer the Partner Account and any money maintained in such Partner Account. The Partner may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Partner's rights or obligations under the Agreement without prior written consent of the Company.

20 No Waiver

20.1 No failure to exercise, nor any delay in the exercise, by either party to this Agreement of any right, power, privilege or remedy under this Agreement shall impair, or operate as a waiver of such right, power, privilege or remedy.

21 Miscellaneous

21.1 Nothing in this Agreement is intended to, or shall be deemed to establish any partnership or joint venture between the Company and the Partner, constitute either the Company or the Partner an agent of each other or of any other third party, nor authorize the Partner to make or enter into any commitments for and on behalf of the Company.



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- 21.2** In the event of any dispute between the Partner and any Prospective Client and/or Introduced Client and/or Client or in the event of suspicion by the Company of any fraudulent or illegal activities involving the Partner the Company retains the right to block any amount of money in any of the Partner Accounts or any of the Accounts maintained in the name of the Partner as a Client with the Company.
- 21.3** All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by the applicable Law.
- 21.4** This Agreement and any matter, dispute or claim, including non-contractual disputes or claims, arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the Antigua and Barbuda Law. The Partner hereby irrevocably agrees that the Antigua and Barbuda courts have exclusive jurisdiction and accordingly submits to the jurisdiction of the Antigua and Barbuda courts in relation to any matter arising in connection with this Agreement.
- 21.5** In the event of the death or mental incapacity of the Partner (if physical person) or one of the persons who form the Partner (if legal entity), all funds held by the Company or its nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

22 Language

- 22.1** The Company's official language is the English language and the Partner should always read and refer to the main Sites for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English, is for informational purposes only and does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

23 Applicable Laws

- 23.1** These Terms are governed by the laws of Antigua and Barbuda and the courts of Antigua and Barbuda have jurisdiction over the parties to these Terms.

24 Counterpart

- 24.1** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if signatures thereto and hereto were upon the same instrument. Delivery of executed pages by facsimile or electronic transmission will constitute effective and binding execution and delivery of this Agreement and have the same effect as the delivery of an original executed counterpart. This Agreement shall come into full force and effect when each Party to this Agreement shall have received a counterpart of this agreement signed by each other party thereto.



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Appendix I: Affiliate Compensation Table

This Appendix forms an integral part of the HIROSE Affiliate Agreement ("Agreement") between HIROSE SOLUTIONS LIMITED ("**Company**") and Partner ("**Partner(s)**").

Definitions:

Qualified Transaction: A Qualified Transaction is the trading closed transactions made by the unique individual referred by the Partner to the Company's Forex trading platform, who meets the criteria set forth by the Company for a valid referral.

Commission: Commission refers to the compensation payable to the Partner by the Company for the Qualified Transaction generated in accordance with the terms of this Agreement.

Commission Structure:

Please refer to our website for the commission structure. The Company reserves the right to change the commission structure without prior notice.

Commission Calculation:

The commission payable to the Partner shall be calculated on a daily basis, except for Sunday and Monday, based on the number of Qualified Transactions generated by the clients referred by the Partner.

Payment Terms:

The Company shall process commission payments to the Partner's designated USD account within 3 business days of the payment request. Please note that the minimum payment amount is \$500 USD, and any fees incurred for the payment transactions are covered by the Partner.

Adjustments:

The Company reserves the right to adjust the Commission rates and/or structure at its sole discretion, without any prior notice to the Partner.

Any adjustments made shall apply prospectively and shall not affect Commissions accrued prior to the effective date of the adjustment.

Audit:

The Company reserves the right to audit the Partner's referrals and activities to ensure compliance with this Agreement.

In the event of any discrepancies or suspected fraudulent activities, the Company reserves the right to withhold or reclaim any Commission payments.

Miscellaneous:



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This Appendix shall be governed by and construed in accordance with the laws specified in the Agreement.

Any disputes arising out of or in connection with this Appendix shall be subject to the dispute resolution mechanism set forth in the Agreement.



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Appendix II: Company's Intellectual Property

This Appendix forms an integral part of the HIROSE Affiliate Agreement ("Agreement") between HIROSE SOLUTIONS LIMITED ("**Company**") and Partner ("**Partner(s)**").

The Company possess globally registered and safeguarded trademarks, notably "Hirose" and the "Hirose logo", Trademark, logo, domains and trade names as below:

Company Trade name	Hirose Financial UK Ltd. Hirose Financial MY Limited Hirose Solutions Limited Hirose UK Hirose Financial Hirose MY Hirose AG Hirose Tusyo Inc.
Company trademark, logo	   
Company Domain (if any)	https://hiroseuk.com/ https://www.hirosemy.com/ https://atg.hirosemy.com/vn/ https://hiroseag.com https://hirose-fx.co.jp/