



AFFILIATE PROGRAM

AGREEMENT

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网络联盟商项目协议

Terms & Conditions

条例和条款

1.Introduction

引言

1.1 This Affiliate Program Agreement (“Agreement”) is made between Pinnacle Services Ltd registered in the Marshall Islands with Reg. No. 68745, operating under the tradename “FXTM Partners”, and the Affiliate.

本网络联盟商协议（下称“协议”）由Pinnacle Services Ltd和网络联盟商签订。

Pinnacle注册于马绍尔群岛，注册号No 68745，在“FXTM Partners”商标名下运营。

1.2 FXTM Partners is the official and duly authorised partner of FXTM with regards to online marketing, advertising and promotion of FXTM Products and Services

(www.forextime.com, www.forextime.com/eu).

FXTM Partners 是 FXTM 富拓在网络营销、广告和富拓展产品和服务

推广方面官方和正式授权的合作伙伴(www.forextime.com, www.forextime.com/eu)。

1.2 This Agreement governs the contractual relationship between the Affiliate and FXTM Partners, by which the Affiliate can, subject to the present terms and conditions, be remunerated for introducing Qualified Traders to FXTM.

本协议规范网络联盟商和 FXTM Partners 之间的契约关系，根据本协议条款，网络联盟商可从向 FXTM 富拓介绍合格投资者中获得报酬。

2.Interpretation of Terms

术语解释

For the purposes of the present Agreement, the following terms shall be interpreted as follows:

在本协议中：

Active Trader: shall mean any Trader who: (i) has been a Qualified Trader as per the provisions of this Agreement and (ii) opened or closed a position of at least 1 microlot within the last 30 (thirty) consecutive calendar days period, preceding the Hourly Review.

活跃投资者：指满足以下条件的投资者(i)根据本协议的规定已是合格投资者 (ii) 在每小时评估前，在过去连续 30（三十）个日历日内开仓或平仓至少 1 微型手。

Account(s): shall mean any trading account the Trader runs with FXTM, excluding FXTM Pro Account type.

账户：FXTM 富拓提供的交易账户，不包括专业账户(Pro Account)类型。

Affiliate: shall mean any independent person, whether an individual and/or a company, acting in the course of business and engaged in advertising and marketing activities who may, at any time under the terms of this Agreement, introduce prospective Clients/Qualifying Traders to FXTM for transactions in foreign currencies, commodities, futures and derivatives.

网络联盟商：任何独立人，无论是个人和公司，从事广告和营销活动，可根据本协议条款随时向 FXTM 富拓介绍潜在客户/合格投资者交易外汇、大宗商品、期货和衍生产品。

Affiliate Panel: shall mean the secure account affiliate interface area (or backend) where all affiliates login in order to view all their data, get affiliate links, view statistics, complete/update their payment profile and access promotional tools.

网络联盟商操作平台：安全的网络联盟商界面区（后台），网络联盟商可以登录该平台查看他们全部的数据、获取网络联盟链接、查看统计数据、完成/更新他们的支付信息并使用推广工具。

Affiliate Partner Link: shall mean the unique link and/or personalised ID which is used to identify Affiliate activities and introduced Qualifying Traders.

网络联盟商链接：用于确定网络联盟商活动及其介绍的合格投资者所用的唯一链接和/或个人化 ID。

Agreement/Contract: shall mean this Affiliate Program Agreement.

协议/合同：本网络联盟商协议。

Client: shall mean any person, whether an individual and/or a company who has been or is been introduced by the Affiliate to the Company and with whom the Company enters into a Client Agreement.

客户：已由或正由网络联盟商介绍给公司的个人和/或公司，公司与其签订客户协议。

Company: shall mean FXTM.

公司：FXTM 富拓

Compensation: shall have the meaning of section 5 herein and the compensation, charges and other rates applicable to this Agreement, determined and expressed within Appendix A herein.

报酬：见第五条内容，本协议适用的报酬、费用和其他费率参见附录 A。

CPA: shall mean the fixed Cost per Acquisition available to an Affiliate per Qualified Trader, subject to fulfilment of the KPIs during the Qualifying Period.

CPA: 对于资格期内完成 KPI 的每位合格投资者，网络联盟商可获得的固定每取得成本 (CPA)。

Force Majeure Event: shall have the meaning as set out in clause 12.

不可抗力事件：见 12 条内容。

FXTM: shall mean FT Global Ltd or Forextime Ltd and/or any of the brokers licensed to operate under the FXTM brand who are available within the FXTM's official websites at and www.forextime.com and www.forextime.com/eu respectively.

FXTM 富拓: FT Global Ltd 或 Forextime Ltd 和/或获得许可可在 FXTM 富拓品牌下经营的交易商，具体可访问 FXTM 富拓的官方网站 www.forextime.com 和 www.forextime.com/eu。

FXTM Partners: shall mean the company Pinnacle Services Ltd, operating under the trade name FXTM Partners.

FXTM Partners:指公司 Pinnacle Services Ltd，在“FXTM Partners”商标下运营。

FXTM Partners site: shall mean www.fxtmpartners.com .

FXTM Partners 网站: www.fxtmpartners.com .

FXTM Products and Services: shall mean all and any trading financial instruments offered by FXTM, including but not limited to forex currencies, indices and commodities.

FXTM 富拓产品和服务: 由 FXTM 富拓提供的所有和任意交易金融品种，包括但不限于外汇、指数和大宗商品。

Hourly Review: shall mean the review and calculation performed by FXTM Partners on an hourly basis in order to determine the number of Active Traders under an Affiliate in order to determine the relevant Affiliate Level as per Table 1 of Appendix A below herein.

小时评估：由 FXTM Partners 进行的以小时为基础的评估和计算，以确定一名网络联盟商名下的活跃投资者数量，进而根据附录 A 表 1 确定相关的网络联盟商等级。

KPIs: shall mean the Key Performance Indicators based on the minimum amount of deposit(s) and volume traded by a Qualified Trader in his/her Account(s) as determined by each level within Table 1 of Appendix A below herein.

KPIs:关键绩效指标，根据附录 A 表 1 所列的每个等级要求的一名合格投资者最低金额入金以及在他/她账户中的交易量。

Level: shall mean the category of CPA compensation based on the number of Active Traders.

等级：基于活跃投资者数量的 CPA 报酬类别。

Links: shall mean any hypertext links (either a banner or text link) obtained from “My Banners” & “Referral Links” sections available within the affiliate panel that provide further access to the web page of www.forextime.com and/or of www.forextime.com/eu, used to identify Affiliate activities, including introduced by the Affiliate qualified and/or active traders.

链接: 在网络联盟商操作平台“我的横幅”和“推介链接”中获取的超文本链接（横幅或文本链接），可通过链接进一步访问网页 www.forextime.com 和 / 或 www.forextime.com/eu，用于确定网络联盟商活动，包括由网络联盟商介绍合格和/或活跃的投资者的。

Non-Qualified Trader: shall mean any Trader who is not a Qualified Trader.

非合格投资者: 不是合格投资者的投资者。

Operative Agreements: shall mean the agreements entered into by the Qualified Trader and FXTM that govern all trading activity of the Qualified Trader with FXTM. Operative Agreements consist of the Client Agreement, Policies and Terms of Business, as these may be found in the Account Opening Agreements section of the websites' of FXTM and as may be amended from time to time.

“操作协议”：合格投资者与 FXTM 富拓达成的关于合格投资者在富拓的所有交易活动的协议。操作协议包括客户协议、政策和商业条款，可以在富拓网站开户协议栏查阅，并且不时进行修订。

Promotional Material: shall mean logos, banners, promo links, trade names, trademarks, including, without limitation any promotional marketing giveaways and/or similar identifying material provided to an Affiliate on the fxtmpartners.com website for the purpose of the present agreement.

推广材料：标识、横幅、推广链接、商号、商标，包括但不限于推广营销赠品和 / 或 fxtmpartners.com website 网站上提供给联盟商的类似材料。

Prospective Client: shall mean any person, whether an individual or a company who has been or is been introduced by the Affiliate to the Company.

潜在客户: 已由或正由联盟商介绍给公司的个人或公司。

Qualified Trader: shall mean any Trader who meets during the Qualifying Period the KPI requirements as per Appendix A below herein.

合格投资者：在资格期内根据附录 A 达到 KPI 要求的投资者。

Qualifying Period: shall mean a 30 (thirty) consecutive calendar days period as per Appendix A below herein, starting from the day of a Qualifying Trader's first deposit in his/her Account(s).

资格期: 根据附录 A 指 30（三十）个连续日历日，从合格投资者在他/她账户的首次入金日开始计算。

Trader: shall mean an individual or a company, acting under his/her capacity as a Client, who has registered through an Affiliate link, completed the FXTM registration procedure, has been approved by FXTM, has funded his/her account and performed trading activity (i.e. opened or closed a position of at least 1 microlot) within the Qualifying Period.

投资者: 作为客户在自己能力下行事的个人或公司, 他/她通过网络联盟商链接注册、完成 FXTM 富拓注册流程, 获得 FXTM 富拓批准, 为账户入金, 进行交易活动 (即在资格期内开仓或平仓至少 1 微手)

Written Notice: shall have the meaning set out in clause 6 of this Agreement.

书面通知: 见本协议第 6 条。

3. Commencement

协议生效

3.1 This Agreement will bind the Affiliate and FXTM Partners on the day of approval of the Affiliate by FXTM Partners and will continue unless and/or until terminated according to clause 7 below herein.

本协议将从网络联盟商获得 FXTM Partner 批准日起生效, 直至根据第 7 条终止本协议为止。

4. Affiliate's Participation Conditions

网络联盟商的参加条件

4.1 In order for an Affiliate to be considered for participation by FXTM Partners in the Affiliate Program, the Affiliate must complete and submit the online application/questionnaire within the private section of the Affiliate Panel at fxtmpartners.com and accept online the present Agreement.

要参加 FXTM Partner 的网络联盟商项目, 网络联盟商必须在 fxtmpartners.com 的个人区域内提交在线申请/问卷并在线接受本协议。

4.2 The Affiliate hereto represents that he or 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 or her obligations under this Agreement, without the approval or consent of any other party and/or confirms that he or she is qualified under any applicable regulatory requirements to offer the services mentioned in this Agreement.

网络联盟商声明他或她有完全权利、能力和权力签署并遵守本协议，履行本协议的义务，无需其他任何方的批准或同意并确认他或她在适用监管要求下有资格提供本协议所述的服务。

4.3 If the Affiliate is a company or a legal entity then the person agreeing to this Agreement on behalf of that company or entity hereby represents and warrants that he or she is authorized and lawfully able to bind that company or entity to this Agreement.

如果网络联盟商是一家公司或一个法律实体，那么代表该公司或实体同意本协议的人声明和保证他或她获得授权，能合法代表该公司或实体签订本协议。

4.4 FXTM Partners will evaluate the Affiliate's application in good faith and will notify the Affiliate of FXTM's Partners acceptance or rejection in a timely manner. If the Affiliate's application is rejected, for any reason, the Affiliate may reapply only once the Affiliate has rectified the issues which lead to his or her rejection.

FXTM Partners 将公正评估网络联盟商的申请，及时通知网络联盟商接受或拒绝。如果网络联盟商的申请因任何理由被拒绝，在网络联盟商纠正导致他或她被拒绝的问题后可再次申请。

4.5 Once the Affiliate registers, provides his e-mail address and creates password, the Affiliate will be granted access to his/her secure Affiliate Panel. From this site the Affiliate will be able to access information with regards to the Affiliate's performance and commissions.

网络联盟商注册、提供他的电子邮件地址并创建密码后，他/她将能进入其安全的网络联盟商操作后台。网络联盟商可在操作平台上看到有关其业绩和佣金的信息。

4.6 The Affiliate must provide to FXTM Partners sufficient proof of identity documentation, as these may be requested from time to time.

网络联盟商必须向 FXTM Partners 提供充分的身份证明文件，这些可能不定期要求提供。

4.7 The Affiliate must provide true and complete information to FXTM Partners, as these may be requested from time to time, about the Affiliate and/or his/her activities and/or his/her blog and/or his/her website and/or his/her social media profile and/or any other information directly and/or indirectly related to the terms of the present Agreement and notify FXTM Partners promptly in case of any changes.

网络联盟商必须向 FXTM Partners 提供真实、完整的信息，关于网络联盟商和/或他/她的活动和/或他/她的博客和/或他/她的网站和/或他/她的社交媒体状况和/任何其他直接和/或非直接与本协议条款有关的信息，如果有变化，应立即通知 FXTM Partners。

4.8 The Affiliate must provide to FXTM Partners sufficient proof of ownership of their blog and/or website and/or social media profile as these may be requested from time to time.

网络联盟商必须向 FXTM Partners 提供他们的博客和/或网站所有权和/或社交媒体资源的充分证明，这些可能会不定期地被要求提供。

4.9 The Affiliate acknowledges that he/she is aware of the contents and understands the FXTM Partners' and/or Company's Compliance and Anti Money Laundering Policies, which may be modified from time to time, and agrees to operate in accordance with the policies and procedures contained therein.

网络联盟商承认他/她知道并了解 FXTM Partners 和/或公司合规以及反洗钱政策内容，这些政策可能不定期修改并同意按相关的政策和流程操作。

4.10 The Affiliate shall always maintain in force all necessary registrations, authorisations, consents and licences to be enabled to fulfil his or her obligations under this Agreement and fully comply with all applicable laws and regulations (including but not limited to financial services regulations, data protection, trademark, copyright and anti-spamming rules) applicable to the Affiliate or to the jurisdiction in which the Affiliate is resident or carry on business.

网络联盟商应始终保持所有必要的注册、授权、批文和执照能够使其履行本协议下他或她的义务并完全遵守网络联盟商适用的或该网络联盟商居住或开展业务的法律管辖地的所有相关法律和监管规定（包括但不限于金融服务监管规定、数据保护、商标、版权和反垃圾邮件规定）

4.11 Whenever requested, the Affiliate will supply details and evidence of its status and business and of the licensing and/or authorisation requirements applicable to the Affiliate's activities at FXTM Partners' and/or the Company' request.

应 FXTM Partners 和/或公司的要求，网络联盟商将提供其状态和业务的详细信息和证据以及该网络联盟商适用的许可和/或授权要求。

4.12 The Affiliate hereby confirms and understands that he/she shall not be entitled to receive any type of compensation when this is linked to his/her personal/own trading activity with FXTM.

网络联盟商确认和理解他/她没有权利从他/她个人/自己在 FXTM 富拓的交易活动中收到任何类型的报酬。

4.13 To promote and market the FXTM Products & Services the Affiliate shall use the Promotional Material.

要推广 FXTM 富拓产品和服务，网络联盟商将使用推广材料。

4.14 To perform the services described in this Agreement, the Affiliate shall bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities related to the said services.

要开展本协议所述的服务，网络联盟商应承担所有建设、运营成本和营销、广告以及与该服务有关的其他推广或其他活动的费用。

4.15 FXTM Partners holds the right to monitor the Affiliate's site and/or any site associated with the Affiliate as deemed necessary to make sure that it is up-to-date and to notify the Affiliate of any changes that FXTM Partners consider that could enhance his/her performance, instructions which the Affiliate is obliged to follow and/or comply with.

FXTM Partners 保留在必要情况下监测网络联盟商的网站和/或任何与该网络联盟商关联的网站情况的权利，确保它及时更新并通知网络联盟商可能提升他/她业绩的任何变动以及网络联盟商应该遵照和/遵守的指令。

4.16 Any promotional material developed or created by the Company and placed or used by the Affiliate, is owned by the Company and, except for the purpose of this Agreement, must not be used by the Affiliate solely or in conjunction with any third party, without the prior written consent of the Company. FXTM Partners reserve the right, at any time, to review the Affiliate's placement of promotional material for the purpose of the present Agreement and approve its use of the Affiliate's Links. Further, FXTM Partners may require that the Affiliate changes the placement or use of such promotional material in order to comply with applicable FXTM requirements.

由公司开发或创建的任何推广材料可由网络联盟商放置或使用，属于公司所有，没有公司的书面同意，网络联盟商不得在本协议以外单独使用或与第三方联合使用。**FXTM Partners** 保留随时检查网络联盟商放置推广材料的情况并批准使用网络联盟商链接。另外，**FXTM Partners** 可能要求网络联盟对放置位置或使用上述推广材料做出调整，以符合 **FXTM** 富拓的相关规定。

4.17 Throughout the period that this Agreement shall be in force, the Affiliate undertakes the responsibility to act in good faith at all times and must not make any false and/or misleading representations or statements with respect to FXTM Partners and/or the Affiliate Program and/or FXTM and/or FXTM Products and/or the Services provided and/or engage in any other practice which may affect adversely the image, credibility or the reputation of FXTM Partners and/or FXTM.

在协议期内，网络联盟商有责任始终诚信行事，不得对 **FXTM Partners** 和/或网络联盟商项目 和/或 **FXTM** 富拓和/或其提供的产品和服务有做任何不实和/或误导性的陈述或声明，也不能从事任何可能对 **FXTM Partners** 和/或 **FXTM** 富拓的形象、信誉或声誉有不利影响的活动。

4.18 The Affiliate undertakes the strict responsibility not to take and/or assist and/or cause due to any act or omission the association directly and/or indirectly FXTM Partners and/or FXTM and/or their Services and/or FXTM Products and/or including but not limited to, using any website for unlawful activities, or having any content on his or her website, that is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights and shall not link to any such material; or violates any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about FXTM Partners or FXTM activities and business; or contains software downloads that potentially enable diversions of commission from other affiliates in this Affiliate Program.

网络联盟商承担严格责任不采取和/或帮助和/或由于作为或不作为直接和/或间接影响到 **FXTM Partners** 和/或 **FXTM** 富拓和/或他们的服务和/或产品，包括但不限于将网站用于非法活动或他或她的网站上有诽谤、暴力、色情、非法、恐吓、淫秽或种族歧视、民族主义或其他歧视性或违反任何第三方权利的内容，不得链接到任何此类资料；或违反任何知识产权或任何第三方的其他专有权利或对 **FXTM Partners** 或 **FXTM** 富拓活动和业务有诽谤或骚

扰、攻击性和欺诈或不实的意见和陈述；或者包含可能转移网络联盟商项目其他网络联盟商佣金的软件下载。

4.19 Without prejudice to the foregoing, FXTM Partners will not be responsible and the Affiliate will bear sole responsibility for his or her unlawful and/or illegal acts and/or omissions, including but not limited to the use of another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

网络联盟商将自行承担他或她非法和/或不合法行为和/或疏漏造成的后果，FXTM Partners 不承担责任，包括但不限于使用其他人的版权材料或使用其他知识产权，违反法律或损害第三方权益。

4.20 FXTM Partners reserve the right at its absolute discretion to terminate this Agreement and the Affiliate's participation in the Affiliate Program and/or detach a Trader from the Affiliate and/or to cancel all orders and annul all profits and/or remove and deduct any Promotional Material which might be offered from time to time from the Affiliate's account and/or the Trader's account, should the Affiliate and/or any of the Traders commit and/or FXTM Partners suspect any fraud in the use of and/or abuse of the FXTM Partners' Affiliate Program and/or any attempt of collusion and/or manipulation and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or breach of the terms and conditions of this Agreement and/or breach the conditions set out in Appendix A and FXTM Partners shall not be liable to the Affiliate for any commissions resulting from such fraud, breach or abuse detected and/or suspected.

如果网络联盟商和/或任何投资者进行和/FXTM Partner 怀疑有任何欺诈行为和/或滥用 FXTM Partner 的网络联盟商项目和/或试图共谋和/或操控和/或套利和/或其他形式的欺骗或欺诈交易和/或其它活动和/或违反本协议条例和条款和/或违反附录 A 的条款，FXTM Partners 保留终止本协议和网络联盟商参加本项目的资格和/或从网络联盟商名下分离投资者和/或取消全部订单和取消全部利润和/或移除和扣减网络联盟商和/投资者账户的推广材料的绝对裁量权，FXTM Partners 不向网络联盟商支付因欺诈、违约或被发现滥用和/或怀疑而来的佣金。

4.21 The Affiliate must not transmit to or in any way, whether directly or indirectly, expose FXTM Partners website, content, platform and any other of FXTM Partners Property to any computer virus or other similarly harmful or malicious material, virus or device.

网络联盟商不得传送或以任何方式（直接或间接）使 FXTM Partners 网站、内容、平台和 FXTM Partners 的任何其他财产受到任何计算机病毒或其他类似有害或恶意材料、病毒或设备损害。

4.22 The Affiliate must not cause or assist by any act or omission in the creation or design of any website, which explicitly or impliedly resembles the FXTM Partners website and/or the FXTM website and/or leads customers to believe the Affiliate is FXTM Partners or any other affiliated business.

网络联盟商不得通过任何作为或不作为在创建或设计任何网站时明确或隐含地模仿 FXTM Partners 网站和/或 FXTM 富拓网站和/或导致客户相信该网络联盟商是 FXTM Partners 或任何其他关联企业。。

4.23 The Affiliate shall promptly inform FXTM Partners of any information or acts of a third party that has become known to the Affiliate that could potentially harm FXTM Partners and/or FXTM and/or FXTM Products & Services and/or their reputation in any way and manner.

网络联盟商应向 FXTM Partners 通报其得知的可能以任何途径和方式对 FXTM Partners 和/或 FXTM 富拓和/或 FXTM 富拓产品与服务和/或他们的声誉造成损害的信息或第三方行为。

4.24 The Affiliate cannot use or register a domain name or keywords, search terms or other identifiers for his/her activities with the name of FXTM, FOREXTIME or FXTM Partners or similar or which may cause confusion without the prior written consent of the Company or FXTM Partners.

未经公司 FXTM Partners 书面同意，网络联盟商不能在他/她的活动中用 FXTM、FOREXTIME 或 FXTM Partners 或相近的或可能导致混淆的名称使用或注册域名或关键字、搜索条件或其他标示符。

4.25 The Affiliate hereby acknowledges and understands that he/she shall not introduce to the Company and FXTM Partners prospective clients and/or traders from jurisdictions to which the Company and FXTM Partners do not offer services to, namely the USA, Japan, British Columbia, Quebec, Saskatchewan and Iran. As such, the Affiliate hereby consents and accepts that he/she will not be entitled to compensation in the circumstances where such prospective clients and/or traders are introduced from the above mentioned jurisdictions.

网络联盟商承认并了解他/她不应向公司和 FXTM Partners 介绍来自公司和 FXTM Partners 不提供服务的法律管辖地的潜在客户和/或投资者，即美国、日本、英属哥伦比亚、魁北克省、萨斯喀彻温省和伊朗。网络联盟商同意和接受他/她介绍来自以上法律管辖地的潜在客户和/或投资者不可获得报酬。

5.Compensation

报酬

5.1 The Affiliate's compensation is calculated and awarded subject to the terms provided in Appendix A herein, as these may be amended from time to time at FXTM's Partners absolute and sole discretion by giving at least 3 (three) business days prior written notice by e-mail to the Affiliate or by announcement within any of the Company's or FXTM Partners official websites and/or by posting any announcement on any of the Company's or FXTM Partners' official websites or within the Affiliate's Panel.

网络联盟商的报酬按附录 A 的条款计算和给予，FXTM Partners 有绝对和自主裁量权进行不定期修订，但必须至少提前三个工作日以电子邮件发送书面通知或公布在公司或 FXTM Partner 官方网站和/或在公司或 FXTM Partner 官方网站或网络联盟商操作平台上张贴通知。

5.2 Without prejudice to the foregoing, FXTM Partners has the right not to pay to the Affiliate the compensation as per Appendix A and/or annul any accrued payout and/or amend the terms of Appendix A and/or the terms of the present Agreement and/or terminate the Agreement and/or close any accounts with immediate effect if:

若出现以下情况，Pinnacle 有权不向网络联盟商支付附录 A 所示的报酬和/或取消任何已发生的报酬和/或修改附录 A 的条款和/或本协议的条款和/或终止协议和/或立即关闭账户：

- (i) FXTM Partners is of the reasonable opinion that any of the transactions entered into or executed by the Trader under the Operative Agreements, are being opened and closed just for the benefit of earning compensation for the Affiliate (often referred to as “churning”); or
FXTM Partners 有理由认为投资者所进行和执行的交易的开仓和平仓仅是为了网络联盟商赚取报酬的目的（也被称为“赚佣交易”）。
- (ii) Some form of abuse or market abuse or market manipulation may have taken place;
or
出现某种形式的滥用或市场欺诈或市场操控；
- (iii) The Affiliate is found in breach of any term of this Agreement.
违法本协议条款。

5.3 In the event where a Trader participates in a bonus scheme and/or other promotion and/or contest of FXTM which offers a trading benefit (hereinafter “Trading Benefit”), FXTM Partners shall have the right to deduct up to 50% of the Trading Benefit payable to such Traders from any payment due to the Affiliate in accordance to this Affiliate Program.

在投资者参加 FXTM 富拓奖金活动和/或其他优惠活动和/或竞赛时，由于这些活动提供交易福利“下称交易福利”，FXTM Partners 有权从应支付给网络联盟商的费用中扣除最高 50% 支付给此类投资者的交易福利。

5.4 For the purpose of satisfying the conditions of payment, each entity, namely FT Global Ltd and Forextime Ltd, shall be considered as separate and distinct from the other.

在满足支付条件方面，每个实体，即 FT Global Ltd 和 Forextime Ltd 应该被认为是分开的和互不相关的。

5.5 Removal/Transfer of Traders

移除/投资者转移

5.5.1 Whereas a Trader has communicated to FXTM that he/she wishes to be removed and/or transferred and/or unlinked from an Affiliate, FXTM Partners shall, from the date of that communication, cease paying the Affiliate any compensation and the Affiliate shall have no further rights in respect of the unlinked Trader. Under no circumstances shall FXTM Partners be liable for any consequences of any such removal from an Affiliate and/or transfer to another Affiliate.

如果投资者向 FXTM 富拓表示他/她希望从某位网络联盟商名下移除和/或转走和/解除关联，则 FXTM Partners 应从客户表达意愿当日起停止向网络联盟商支付与未关联的客户相关的报酬，网络联盟商对未关联的客户也不再享有任何权利。FXTM Partners 不对上述从一位网络联盟商名下移除和/或转至另一位网络联盟商引发的后果承担任何责任。

5.5.2 In the event a Trader is transferred to another Affiliate during the Qualifying Period, FXTM Partners shall at their absolute discretion, determine whether any compensation regarding the Qualifying Period will be paid and/or to whom Affiliate.

如果一位投资者在资格期内被转至另一位网络联盟商名下，FXTM Partners 可自行决定资格期的报酬是否支付和/或支付给哪位网络联盟商。

5.5.3 It is understood that in the event of a transfer from one Affiliate to another, the Qualifying Period shall not run afresh.

双方理解在投资者从一位网络联盟商转至另一位网络联盟商名下时，资格期不重新开始。

5.5.4 Any indication or suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity relating to the removal and/or transfer of Trader(s) between Affiliates, shall entitle FXTM Partners, to take any action they deem fit and proper in their sole and absolute discretion, including but not limited to the annulment of any compensation and/or termination of this Agreement.

如果有任何迹象显示或怀疑有操控或与投资者在网络联盟商名下移除和/或在网络联盟商之间转移有关的欺诈，滥用，欺骗或欺诈活动，FXTM Partners 可自行决定采取他们认为适宜和恰当的行为包括但不限于取消任何报酬和/或终止本协议。

6. Written Notice

书面通知

6.1 Unless the contrary is specifically provided in this Agreement, any Written Notice under this Agreement may be made or given by any of the following means:

除非另有约定，本协议下的任何书面通知均应通过以下方式发出：

(a) email;
电子邮件

(b) published on the FXTM Partner's site or within the Affiliate Panel.
公布在 FXTM Partner 的网站或网络联盟商操作平台上

6.2 Affiliate warrants herein that all contact information disclosed to the Company or FXTM Partners in accordance with this Agreement shall be true, correct and accurate. Any attempt by the Company or FXTM Partners to contact the Affiliate unsuccessfully due to incorrect communication data provided (e.g. postal address, email address or fax numbers) by the Affiliate, shall result to the immediate suspension and/or termination of the Agreement.

网络联盟商保证向 FXTM Partners 提供的联系信息都是真实、正确和准确的。如果由于网络联盟商提供的通讯数据错误导致公司或 FXTM Partners 未能成功联系到网络联盟商，那么将导致协议的即刻中止和/或终止。

6.3 Any such Written Notice will be deemed to have been served:

任何书面通知在下列情况下被视为已送达：

(a) if sent by email, within one hour after emailing it;

如果通过电子邮件发送，在发出之后一小时内被视为送达；

(b) if posted on the FXTM Partner's site or within the Affiliate Panel, within one hour after it has been posted.

如果在 FXTM Partner'网站或网络联盟商操作平台内发布，则在发布之后的一小时内被视为已送达。

6.4 For the purposes of this clause, "business hours" mean between 10:00 and 17:00 GMT on a Business Day (Monday - Friday).

在本条中所指的“工作时间”指工作日中的 10.00 至 17.00GMT(周一至周五)。

7. Amendment and termination

修订和终止

7.1 The Affiliate acknowledges that FXTM Partners has the right to unilaterally modify the terms of this Agreement, Addendum and/or Appendices at any time and at its sole discretion, giving to the Affiliate at least 3(three) Business Days Written Notice and/or by posting the modification on FXTM Partners' site and the Affiliate shall have an option to terminate the present Agreement by giving notice in writing.

网络联盟商承认 **FXTM Partners** 有权单方面随时修订本协议条款、附录和/或附件，但需至少提前 3（三）个工作日向网络联盟商发布书面通知和/或在 **FXTM Partners** 网站上公布修改内容，网络联盟商可选择用书面通知的方式终止本协议。

7.2 The Affiliate may terminate this Agreement with immediate effect by giving Written Notice to FXTM Partners as per clause 6 above herein.

网络联盟商可根据上述第 6 条的规定向 **FXTM Partners** 发出书面通知后立即终止本协议。

7.3 FXTM Partners may terminate this Agreement with immediate effect by giving Written Notice to the Affiliate.

FXTM Partners 在向网络联盟商发出书面通知后可立即终止本协议。

7.4 Upon termination of the Agreement, the Affiliate is obliged to return to FXTM Partners the promotional marketing giveaways and/or the Affiliate shall withdraw such Promotional Material upon termination of the said Agreement.

本协议终止后，网络联盟商应向 **FXTM Partners** 归还推广营销赠品和/或网络联盟商应撤回上述营销材料。

7.5 Termination of this Agreement shall have the effect of termination of the compensation arrangement as set out hereto with immediate effect. Any such termination will not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination.

本协议终止之后，关于报酬支付安排的条款也随之失效。任何此类终止并不影响在终止之前生效的本协议下的法律权利或义务。

8.Limitations of liability and indemnity

责任和补偿限制

8.1 FXTM Partners will not be liable to the Affiliate with respect to any subject matter of this Agreement under any contract, negligence, tort, strict liability, or other legal or equitable principle for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits or lost business) even if FXTM Partners have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall FXTM Partners' cumulative liability to the Affiliate arising out of or related to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total commission fees paid to the Affiliate under this Agreement.

FXTM Partners 对基于在任何合同、疏忽、侵权、严格责任或任何间接的、附带的、必然的、特殊的、一般或惩罚性赔偿的其他法律或公平原则下的本协议任何主题事项（包括但不限于收入或商誉损失或预期的利润或亏损业务）不对网络联盟商负有责任，即使 **FXTM**

Partners 已告知发生此类损害的可能性。此外，在任何情况下，**FXTM Partners** 对因协议产生或与本协议有关的累积性负债都不超过根据本协议应付给网络联盟商的佣金费用，无论是基于合约、疏忽、侵权、严格责任还是其他法律或公平理论。

8.2 FXTM Partners make no express or implied representations or warranties regarding FXTM Partners service and website or the products or services provided therein, any implied warranties of FXTM Partners ability, fitness for a particular purpose, and noninfringement are expressly disclaimed and excluded. In addition, FXTM Partners make no representation that the operation of FXTM Partners site or the FXTM site will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.

FXTM Partners 未明示或暗示陈述或担保 **FXTM Partners** 服务和网站或提供的产品或服务，不因某一目的对 **FXTM Partners** 能力、适合性作暗示性担保。**FXTM Partners** 不陈述 **FXTM Partners** 网站或 **FXTM** 富拓网站的运营将是无中断或无错误的，我们不对任何中断和错误的后果负有责任。

8.3 The Affiliate hereby agrees to indemnify and hold harmless FXTM Partners and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of the breach of the Terms and Conditions of the present Agreement and/or are based on any claim of FXTM Partners' use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the Affiliate herein, or (iii) any claim related to the Affiliate's site, including, without limitation, content therein not attributable to FXTM Partners.

如果因网络联盟商违反了本协议的条例和条款和/或因**FXTM Partners**使用网络联盟商的商标侵犯了第三方的商标、商号、服务商标、版权、执照、知识产权或其他所有权引发索赔，(ii)任何虚假陈述或保证或违反网络联盟商签订的协定和协议，或 (iii) 与网络联盟商网站有关的索赔（包括但不限于不归属于**FXTM Partners**的内容）使**FXTM Partners**及其附属、联营企业和他们的董事、管理人员、职员、代理商、股东、或合作伙伴、成员和其他所有人遭到索赔、行动、要求、债务、损失、损害、裁决、结算、成本和费用（包括合理的律师费）(下称“损失”)，网络联盟商应对其进行补偿并保护其免受损害。

9. Personal data and recording of telephone calls

个人数据和电话记录

9.1 FXTM Partners may use, store or otherwise process personal information provided by the Affiliate.

FXTM Partners 可使用、储存或处理网络联盟商提供的个人信息。

9.2 By entering into this Agreement, the Affiliate hereby consents to the transmittal and/or processing of the Affiliate's personal data within and/or outside the European Economic Area.

签署本协议代表网络联盟商同意该网络联盟商的个人数据可在欧洲经济区以外传送。

9.3 The Affiliate agrees that FXTM Partners may pass information about the Affiliate which the Affiliate has provided to FXTM and/or to third parties in order to assist the Company and FXTM Partners to process and/or analyze the relevant information as a part of fulfilling the Company's or FXTM Partners' obligations under this Agreement. Should the Affiliate be unwilling for the Company and/or FXTM Partners to transmit and/or process his/her personal data and/or his/her personal data to be used for such purposes, the Affiliate shall give FXTM Partners Written Notice as per clause 6 above herein.

网络联盟商同意，FXTM Partners 有权将网络联盟商提供的信息转达给 FXTM 富拓以及协助公司处理和/或分析信息以履行公司在本协议下的义务的外部公司。如果网络联盟商不愿将代理商的个人数据用于上述方面，则网络联盟商应根据以上第6条向 FXTM Partners 发出书面通知。

9.4 Such personal data may also be used for marketing purposes, or to conduct research for FXTM Partners or the Company or other companies in its group that may use the personal data to bring to the attention of the Affiliate products and services that may be of interest to the Affiliate. If the Affiliate does not wish the Affiliate's personal data to be held for such purposes, the Affiliate shall give FXTM Partners Written Notice.

此类个人数据也可用于营销用途，或用 FXTM Partners 或公司或集团内部的其他公司进行的市场研究，此类市场研究旨在提高对网络联盟商的产品和服务的关注。如果网络联盟商不愿将网络联盟商的个人数据用于上述方面，则网络联盟商应向公司发出书面通知。

9.5 Telephone conversations between the Affiliate and the FXTM Partners may be recorded. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of the FXTM Partners and will be accepted by the Affiliate as conclusive evidence of the instructions or conversations so recorded. The Affiliate agrees that FXTM Partners may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

网络联盟商和 FXTM Partners 之间的电话对话可被录音。通过电话收到的所有委托均与通过书面形式获得的委托具有同等效力。任何此类录音应为 FXTM Partners 的独有财产，网络联盟商承认此类录音为相关委托或对话的确凿证据。网络联盟商同意，公司有权将此类录音的副本提交至任何法院、管理或政府机构。

10.Consent to direct contact

同意直接联系

10.1 The Affiliate expressly invites FXTM Partners and the Company, for the purposes of administering the terms of this Agreement or otherwise marketing financial services and products, from time to time, to make direct contact with the Affiliate by telephone, fax or otherwise.

网络联盟商明确邀请 FXTM Partners 和公司出于执行本协议条款或者营销金融服务和产品的目的通过电话、传真或其他方式直接与网络联盟商联系。

10.2 The Affiliate consents to such communications and acknowledges that such communication would not be considered by the Affiliate as being a breach of any of the Affiliate's rights under any relevant data protection and/or privacy regulations.

网络联盟商同意进行此类交流，并且承认，网络联盟商不会将此类交流视为违反网络联盟商在任何相关的数据保护和/或隐私条款下的权利。

11.Confidentiality

保密

11.1 All confidential information, including, but not limited to, any business, technical, financial, and customer information disclosed by FXTM Partners and/or acquired by the Affiliate during negotiation or the effective term of this Agreement, will remain the sole property of FXTM Partners. Without prejudice to the foregoing, information of confidential nature will be treated as such provided that such information is not already in the public domain. Information of a confidential nature will only be disclosed to any person other than an associated entity of FXTM Partners, in the following circumstances:

保密信息包括但不限于由FXTM Partners披露的/或由网络联盟商在商讨本协议有效期时获得的商业、技术、财务和客户信息，是FXTM Partners的专属财产。具有保密性质的信息应被视为尚未进入公共领域的信息。只有在下列情况下，具有保密性质的信息才能披露给FXTM Partners关联企业以外的任何个人：

(a) where required by law or if requested by any regulatory authority or exchange

having control or jurisdiction over FXTM Partners or the Affiliate;

法律或对 FXTM Partners 或网络联盟商具有管辖权的管理机构或交易所要求进行此类披露;

(b) to investigate or prevent fraud or other illegal activity;

出于调查或防止诈骗或其他非法行为的目的;

(c) if it is in the public interest to disclose such information;

披露此类信息符合公众利益;

(d) as provided in the Operative Agreements of the Company and FXTM Partners

公司和 FXTM Partners 《操作协议》规定的情况。

12. Proprietary Rights 所有权

12.1 FXTM Partners grants to the Affiliate, for the duration of this Agreement, a nonexclusive, non-transferable, revocable right to access the FXTM Partners site through the Link solely in accordance with the terms of this Agreement. This license shall be used solely in connection with the Link, and it will extend exclusively to Promotional Material, for the sole purpose of introducing Traders and/or promoting and/or advertising FXTM Products & Services.

FXTM Partners 授予网络联盟商在本协议期内通过链接进入 FXTM Partners 网站的非独家、不可转让、不撤销的权利。上述许可将只用于连通链接并扩展至营销材料，唯一目的是介绍投资者和/或推广和/或宣传 FXTM 富拓的产品和服务。

12.2 It is hereto understood that the Affiliate shall not modify or change the Link or Promotional Materials or any other materials provided by FXTM Partners howsoever.

网络联盟商不应修改或调整链接或推广材料或任何其他由 FXTM Partners 提供的材料。

12.3 The Affiliate shall not use any FXTM Partners or FXTM Promotional Materials or proprietary materials or other intellectual property in any manner that is disparaging, misleading, obscene, or in any way detrimental to FXTM Partners and/or FXTM.

网络联盟商不应以毁谤、误导、淫秽或任何不利于 FXTM Partners 和/或 FXTM 富拓的方式使用 FXTM Partners 或 FXTM 富拓的推广材料或专属材料或其他知识产权。

12.4 FXTM Partners reserve all of their rights in the materials provided and all of its other proprietary rights.

FXTM Partners 保留其对所提供材料的权利及其他全部所有权利。

12.5 FXTM Partners shall be entitled to revoke this license to use the Link or the Promotional Materials at any time and at its sole discretion.

FXTM Partners 有权自行决定随时撤销使用链接或推广材料的许可。

12.6 Any inappropriate use of the Link, text, banners or other advertisements not expressly approved of in writing or provided by FXTM Partners may cause immediate termination of this Agreement.

未经 FXTM Partners 书面批准，不恰当地使用 FXTM Partners 提供的链接、文本、横幅或其他广告可导致本协议立即终止。

12.7 In the event of termination of this Agreement for any reason, the Affiliate will promptly surrender, and deliver to FXTM Partners any proprietary and/or Promotional Materials.

如果本协议出于任何原因终止，网络联盟商应立即停止使用专属财产，并将专属财产和/或推广材料归还给 FXTM Partners。

12.8 The Affiliate agrees to indemnify the Company and FXTM Partners and keep the indemnified at all times against all or any costs, claims, damages or expenses incurred, or for which they may become liable, with respect to any proprietary materials and/or intellectual property infringement claim or other claim relating to the provision of services supplied by the Affiliate to FXTM Partners during the course of this Agreement.

网络联盟商同意，如果网络联盟商在本协议生效期间向 FXTM Partners 提供的服务引起了任何专属材料和/或知识产权侵权索赔或其他索赔，从而使公司和 FXTM Partners 承担了任何成本、索赔、损害或费用，网络联盟商应对公司和 FXTM Partners 进行补偿并保护公司免受此类损失。

13. Force Majeure 不可抗力

13.1 FXTM Partners shall not be liable for the non-performance or improper performance of its obligations under this Agreement, should the Company or FXTM Partners is

prevented from or unable to do so due to a Force Majeure event, including, without limitation any Government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; Labour disputes not including disputes involving the Company's workforce; discontinuance or suspension of the operation of any Market; failure of communication for any reason with Market makers, mal-functioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the Platform(s); Any other extreme event beyond the reasonable control of the Company which may suddenly or drastically affect the prices in the Underlying Asset / Market as well as any other event, act and/or circumstances that will have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within the FXTM Partners' reasonable control, and the effect of that event(s) is such that FXTM Partner is not in a position to take any reasonable action to prevent.

如果公司或 **FXTM Partners** 因不可抗力事件不能履行或不能恰当履行本协议下的义务，**FXTM Partners** 不承担责任，包括但不限于任何政府行为，战争或敌对行动，战争的威胁，军事行动，暴乱，恐怖主义行为，国家紧急状态，骚乱，罢工，内乱/骚乱，破坏，征用，或任何其他国际灾难或政治危机的爆发天灾，地震，飓风，台风，水灾，火灾，疫情或其他自然灾害；劳资纠纷不包括涉及公司员工的纠纷；任何市场运营的中止或终止；做市商因任何原因的通信故障，计算机交易系统因机械设备缺陷或故障、通信线路故障或问题、任何其他连接问题、故障或不能访问互联网或平台而造成的计算器交易系统出故障和/或不运作；超出公司的合理控制的任何其他极端事件，可能会突然或大幅影响标的资产/市场价格以及任何其它事件、行为和/或将对监管市场有直接影响的情况，包括但不限于任何不在 **FXTM Partners** 合理控制范围内的非法行动，事件的结果不是 **FXTM Partners** 能采取合理行动所阻止的。

13.2 If FXTM Partners determine in their reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) FXTM Partners may without prior Written Notice and at any time take or omit to take all such actions as FXTM Partners deem to be reasonably appropriate in these circumstances.

如果 **FXTM Partners** 在合理的判断下认为存在不可抗力事件（不损害本协议下任何其他权利），公司有权随时采取或不采取其认为在当前情况下恰当或不恰当的任何措施，无需提前发出书面通知。

14. Dispute Resolution

争议的解决

14.1 The parties further agree that they will use the following procedure to identify and resolve Disputes between them:

双方同意使用以下程序确定和解决争议。

(a) either party may identify a Dispute by sending a Dispute Notice to the other party as per clause 6 above herein;

任何一方都可以根据上述第 6 条向另一方发送争议通知书确定一项争议。

(b) on or following the Dispute Date, the parties will consult in good faith in an attempt to resolve the Dispute in a timely manner, including, without limitation, by exchanging any relevant information and by identifying and using any Agreed Process which can be applied to the subject of the Dispute or, where no such Agreed Process exists or the parties agree that such Agreed Process would be unsuitable, determining and applying a resolution method for the Dispute;

(c)

在争议提出日或之后，双方本着善意原则进行协商以及时解决争议，包括但不限于交换相关信息，确定和使用约定的程序（可能适用于争议的主题），或如果没有此类约定的程序或双方同意此类约定的程序不适用，则决定和采用争议的解决方式。

and (c) with respect to any Dispute that is not resolved within five Joint Business Days of the Dispute Date, refer issues internally to appropriately senior members of staff of such party or of its Affiliate, adviser or agent in addition to actions under (b) immediately above (including actions under any Agreed Process identified and used under (b) immediately above) and to the extent such referral has not occurred as a result of action under (b) immediately above (including any Agreed Process).

除了基于上述(b)采取的行动（包括在(b)项下确定和使用的约定程序下的行动），如果争议未在该争议提出后的五个联合工作日内解决，内部送交该方或网络联盟商相关的高层员工、顾问或代理机构以及因采取上述(b)项（包括任何约定程序）行动而使送交未进行。

15. Miscellaneous

其他

15.1 In the event that a situation arises that is not covered under this Agreement, FXTM Partners will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.

如果出现本协议未说明的情况，FXTM Partners 应在公正和公平的基础上解决问题，并且在恰当时采取与其市场惯例相符的行动。

15.2 No single or partial exercise of, or failure, or delay in exercising any right, power, or remedy (under these terms or at law) by FXTM Partners shall constitute a waiver by FXTM Partners of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under this Agreement or at law.

FXTM Partners 履行任何一项或部分权利、权力或补救措施（根据相关条款或法律），或不履行此类权利、权力或补救措施不得视为 Pinnacle 放弃了行使任何本协议或法律下的其他权利、权力或补救措施的权利。

15.3 Any liability of the Affiliate to FXTM Partners under this Agreement may in whole or in part be released, compounded, compromised or postponed by FXTM Partners in their absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by FXTM Partners of a breach of any of the terms of this Agreement or of default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by FXTM Partners of a breach of any of the terms of this Agreement or a default under these terms will not prevent FXTM Partners from subsequently requiring compliance with the waived obligation.

关于代理商在本协议下对 FXTM Partners 的任何责任，FXTM Partners 有权自行决定全部或部分免除、和解、让步或推迟，前提是不得影响任何相关权利或未纳入免除、和解、让步或推迟范围的权利。FXTM Partners 放弃追究对本协议的任何条款的违约并不代表公司放弃追究任何其他违约情况，而且不得影响其他条款的效力。FXTM Partners 放弃追究对本协议的任何条款的违约也不代表公司之后不要求遵守被免除的义务。

15.4 The rights and remedies provided to FXTM Partners under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

FXTM Partners 在本协议下享有的权利和补救措施具有累积性，并且与法律规定的任何权利或补救措施不冲突。

15.5 Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Affiliate and FXTM Partners. 本协议并不构成网络联盟商和 FXTM Partners 之间合伙、合资、代理、特许、销售代表或雇用关系。

15.6 The Affiliate will not represent itself as agent of FXTM Partners or the Company and the Affiliate will have no authority or power to bind FXTM Partners or the Company or to contract in the name of or create a liability against any of these.

网络联盟商不得将其自身描述为 FXTM Partners 或公司的代理，网络联盟商也没有权限或权力与 FXTM Partners 或公司绑定，或以 FXTM Partners 或公司的名义签署合

同，或促成任何需要公司承担的债务。

15.7 The Affiliate agrees to inform FXTM Partners about all facts and circumstances, he/she becomes aware of, that may result in undesired consequences (risks) for the Company or FXTM Partners.

网络联盟商同意向 FXTM Partners 通报其得知的可能对 Pinnacle 造成不希望出现的结果（风险）的所有事实和情况。

15.8 FXTM Partners may assign the benefit and burden of this Agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of this Agreement. Such assignment shall come into effect 5 (five) Business Days following the day the Affiliate is deemed to have received Written Notice of the assignment in accordance with this Agreement.

FXTM Partners 有权将本协议下的利益和债务全部或部分转让给第三方，前提是受让人同意遵守本协议的条款。此类转让从网络联盟商收到根据本协议发出的转让通知的五个工作日之后生效。

15.9 The Affiliate may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Affiliate's rights or obligations under this Agreement without prior written consent of FXTM Partners and any purported assignment, charge or transfer in violation of this term shall be void.

在未获得 FXTM Partners 书面同意的情况下，网络联盟商不得转让、抵押或让渡，或允许转让、抵押或让渡网络联盟商在本协议下的任何权利或义务，任何违反本规定的转让、抵押或让渡均无效。

15.10 If any term of this Agreement (or any part of the term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

如果具有合法管辖权的法院出于任何原因认为本协议的任何条款（或任何条款的任何部分）不可执行，则该条款应被分割，不再属于本协议的一部分，但是本协议的其他条款的可执行性不受影响。

15.11 No variations of this Agreement are effective unless made in writing, signed by both Parties or their authorized agents.

对本协议的任何修改均应由双方或双方的授权代表以书面形式进行方可生效。

15.12 This Agreement shall be governed by, and construed in accordance with the laws of Marshall Islands. With respect to any proceedings, the Affiliate irrevocably:

本协议应根据马绍尔群岛的法律进行规范和解释。对于任何法律诉讼，代理商应不可撤销地：

- (a) agrees that the courts of Marshall Islands shall have exclusive jurisdiction to determine any proceedings,
同意马绍尔群岛的法院享有对任何法律诉讼的独家管辖权，
- (b) waives any objection which the Affiliate may have at any time to bring any proceedings in any such court, and
放弃网络联盟商在任何法院的任何法律诉讼中提出异议的权利；
- (c) agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Affiliate.
同意不主张此类诉讼在不符合资格的法院或对网络联盟商没有管辖权的法院进行。

15.13 This Agreement and any Addendums and Appendices referred to in it, constitute the entire agreement between Parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between Parties or either of them.

本协议及其附录和附件共同构成双方之间的完整协议，取代双方之前已经明确达成或暗示达成的所有其他书面或口头协议或契约。

15.14 The heading and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

本协议条款题目旨在方便参考，题目对本协议的内容不产生影响。

15.15 Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.

如果本协议以英语以外的语言发布，一旦出现任何冲突，应以英语版本为

准。

END OF DOCUMENT
