

WOXA LTD. PARTNER PROGRAM AGREEMENT



WOXA.COM is operated by WOXALTD. which is regulated by the Financial Services Commission of the Republic of Mauritius (License) (FSC) with an Investment Dealer License with license number GB22200605 with registered address at Hotel Avenue C/o JurisTax Ltd, Ebene House 33 Cybercity, Ebene, 72201 MAURITIUS

WOXA LTD.

PARTNER PROGRAM AGREEMENT

Kindly take the time to thoroughly review the terms and conditions set forth in this Agreement, as your careful consideration is of utmost importance.

WOXA LTD. hereby provide its Affiliate with Partner Program Agreement (hereinafter referred to as the "Agreement"). The relationship between WOXA LTD. and the Affiliate shall be governed by this Agreement.

1. General conditions

This Agreement is being executed between WOXA LTD, which is regulated by the Financial Services Commission of the Republic of Mauritius (License) (FSC) with an Investment Dealer License with license number GB22200605 with registered address at Hotel Avenue C/o JurisTax Ltd, Ebene House 33 Cybercity, Ebene, 72201 MAURITIUS, (hereinafter referred to as the "Company") on one part and Affiliate, which has an affiliate account (hereinafter referred to as the "Affiliate") on the other part.

2. Interpretation of Terms

2.1 Unless otherwise stated herein, the following terms shall have the meaning as described here below:

"Affiliate" shall mean a legal entity or a natural person authorized by the Company to exhibit the Company's advertisements on their websites.

"Balance" shall mean the total financial result in the Client account available for trading, excluding the Credit. Balance will disclose the Client's remaining fund after accounting for the depositing/withdrawal and completing transaction operation at any period of time.

"Balance Amount" shall mean the amount of Balance which the Client spends to open a position.

"Client" shall mean a legal entity or a natural person who enters into agreement with the Company WITH TRADING PURPOSE.

"Company" shall mean WOXA LTD, a broker acting as intermediate between the underlying market and the Client, offering trading Service for underlying assets in a CFD, which may be Currency Pairs, Metals, Commodities, Indices, Stocks, Cryptocurrencies or any other asset according to the Company's discretion from time to time.

"Credit" shall mean the additional funds provided to a Client's account as part of the Bonus offer by the Company. Credit can be used for trading purposes only.

“Credit Amount” shall mean the amount of Credit which the Client spends to open a position.

“Introducing Broker” shall mean legal entity or a natural person authorized by the Company to disseminate information pertaining to service of the Company and its affiliated entities with the purpose to solicit or refer potential Client to the Company. The Introducing Broker acts as an intermediary in client marketing, and promotional activities, facilitating the establishment of trading accounts with the Company. The Introducing Broker shall be prohibited from executing trades on behalf of clients.

2.2 Reference to a Clause, paragraph, or any document is to a Clause, paragraph, or any document of or to this Agreement, unless the context requires otherwise.

2.3 A reference to one gender includes a reference to the other gender.

2.4 Words in the singular include the plural and, in the plural, include the singular.

2.5 A reference to a person includes an incorporated or unincorporated body.

2.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2.7 Unless the context otherwise requires, the words including and include, and words of similar effect shall not be deemed to limit the general effect of the words which precede them.

2.8 The headings in this Agreement are for ease of reference only and shall not affect its construction or interpretation.

3.The object of this Partner Program Agreement

3.1 The Affiliate hereby consents to disseminate information pertaining to the Service, inclusive of marketing materials furnished by the Company and its affiliated entities. Concurrently, the Company commits to remunerate the Affiliate with a commission, in compliance with the stipulations delineated within this Affiliate Agreement.

3.2 A fundamental stipulation of this Affiliate Agreement necessitates the dissemination of information by the Affiliate, adhering to the terms delineated within this Agreement, and guided by the counsel procured from its representatives.

4.Representations and Warranties

4.1 The Affiliate possesses the requisite rights, capacities, and authority to

enter into this Agreement, ensuring that no impediments shall impede the ability to adhere to the terms and conditions established within this Agreement.

4.2 Throughout the duration of this Agreement, the Affiliate shall remain in compliance with all relevant laws and regulations governing each territory where the trading platform is to be marketed and promoted. In the event of unlawful or suspected illegal activity or non-adherence to any laws or regulations, the Affiliate concurs to promptly discontinue marketing efforts and/or cease operations in any territory specified by Woxa upon request.

5. Affiliate Website Content and Secure Socket Layer Certificate (SSL)

5.1 The Affiliate ensures that their website complies with all applicable laws and regulations. The Affiliate acknowledges that our Company does not support any activities in relevance to the following contents;

5.1.1 Gambling or Betting: Websites that host or promote gambling or betting activities are prohibited from entering into Agreement with the Company; or

5.1.2 Breaching of Intellectual Property: Any content that infringes or upholds intellectual property rights breaching, including copyright, patents, trademarks, or trade secrets, are prohibited; or

5.1.3 Pornographic Material: Websites featuring explicit adult content or explicit nudity are prohibited; or

5.1.4 Violence: Content promoting violence, hate speech, harmful behavior, or discrimination is prohibited; or

5.1.5 Funding or Fundraising: Websites involved in funding or fundraising activities are prohibited; or

5.1.6 Illegal Activity: Any content which the reasonable person knows, or has reasonable grounds for knowing that such activities may engage in illegal activities are against the law and is prohibited.

5.2 The Affiliate accepts that websites with contents as specified in clause 4.1 are prohibited from entering into Agreement with the Company.

5.3 The Affiliate shall disseminate accurate, up-to-date, and relevant information related to our Company and services. Any misleading or deceptive content shall result in the Affiliate's liability.

5.4 The Affiliate has a duty to ensure their website's security and is committed to acquire a valid SSL certificate prior to entering into Agreement with the Company (for example, <https://>).

6.Account registration

6.1 Register for a trading account on Woxa.com

6.2 Please acknowledge your acceptance of the terms delineated within this Agreement.

6.3 To initiate the application process for becoming a Partner with Woxa, preliminary verification necessitates the submission of the subsequent documents for validation purposes:

6.3.1 A valid email address.

6.3.2 For the purpose of identity verification, acceptable documents include an identification card, passport, or driving license.

6.3.3 A bank passbook shall be required for transactional purposes.

6.3.4 A valid phone number

7.Commission payment

7.1 As for the Introducing Broker, the profits are as follows:

Role ID	Role	Commission	Account Age	Active User Counts	Non-Stock Exposure	Stock Exposure	Next Role
1	-	0%	-	0	0	0	Starter
2	Starter	20%	10 Days	35	6,000,000	600,000	Standard
3	Standard	25%	20 Days	60	20,000,000	2,000,000	Advance
4	Advance	33%	30 Days	100	100,000,000	10,000,000	Pro
5	Pro	35%	60 Days	300	800,000,000	80,000,000	VIP
6	VIP	37%	90 Days	500	2,000,000,000	200,000,000	Platinum
7	Platinum	40%	-	-	-	-	-

7.1.1 "**Role**" refers to the hierarchical level within the Introducing Broker (IB) program, wherein each tier boasts distinctive privileges and conditions.

7.1.2 "**Commission**" refers to the compensation structure by which IBs earn a percentage by Clients they refer to a brokerage firm. The IB program serves as a business relationship between the brokerage firm and the IB, where the IB acts as a referral agent, introducing new clients to the brokerage services.

7.1.3 **“Account Age”** refers to the length of time an IB’s account has been active and operated. The Account Age is an important factor in evaluating the longevity and engagement of the IB activity.

7.1.4 **“Active User Count”** refers to the number of referred clients who are actively utilizing the brokerage services and engaging in trading activities through the IB’s referral. It represents the quantity of clients under the IB’s network who are actively participating in the program.

7.1.5 **“Non-Stock Exposure”** refers to the level of exposure or involvement that the IB and their clients have to financial instruments other than stocks within the brokerage services offered. Non-Stock Exposure encompasses a range of financial instruments such as bonds, commodities, currencies, options, futures, and other derivatives.

7.1.6 **“Stock Exposure”** refers to the level of involvement and exposure that the IB and their clients have to stocks or equities within the brokerage services offered. Stock Exposure represents the extent to which clients and the IB engage in trading activities specifically focused on stocks and related securities.

7.1.7 The commission on the spread is determined by the Introducing Broker’s tier level. Commission calculations are performed upon the closure of a position by a client participating in the program. Subsequently, the commission is credited to the partner’s wallet at 00:00, Coordinated Universal Time (UTC+0).

7.1.8 Commission for holding positions overnight (Overnight Fees) is contingent upon the Introducing Broker’s tier level. The commission is computed when a client, who is part of the program, closes a position. Following the calculation, the commission is subsequently allocated to the partner’s wallet at 00:00, Coordinated Universal Time (UTC+0).

7.1.9 The commission earned by the Introducing Broker, calculated as a percentage of the Clients they refer to the brokerage firm, will be based on the Client’s Balance Amount, excluding the Credit Amount. (For example, in the event where a position opened with a value of 100USD,-, the opening cost shall be split between the Balance and Credit, e.g, 50USD,- per each), the commission calculated by the Company shall be derived solely from the Balance Amount)

7.2 As for the Affiliate, the profits are as follows:

1. CPM (Cost Per Thousand Impressions)

Affiliates participating in the broker's Affiliate program have the opportunity to exhibit advertisements on their websites, earning a commission of \$0.04 per CPM (Cost Per Thousand views) from visitors. Consequently, upon accumulating 1,000 visitor impressions, the affiliate will receive a total compensation of \$40.0.

2. CPC (Cost Per Clicks)

Affiliates participating in the broker's Affiliate program have the opportunity to monetize their websites by displaying advertisements. As part of this program, promoters receive a commission of \$0.15 for each CPC (Cost Per Click), denoting the compensation granted for every click generated through their advertisements.

3. CPA (Cost Per Acquisition)

Participants are eligible for rewards when a client, who clicks on the Banner, successfully becomes a client of our platform and meets specific criteria. To qualify for compensation, the client must make a minimum recharge of \$100 and engage in trades with non-stock exposure greater than or equal to \$300,000 and stock exposure greater than or equal to \$30,000. If these conditions are met, the Affiliate will receive a compensation of \$30.0.

4. CPL (Cost Per Lead)

Our Affiliate program offers lucrative rewards to participants who promote Woxa's brokerage services through their Banners. Affiliates are eligible for rewards when visitors click on their Banner and successfully become clients of Woxa. To qualify, the client must complete an identity verification process and bank verification. If the client fulfills these conditions, the Affiliate will be rewarded with \$0.5.

5. Revenue Share

Participating affiliates in the broker's Affiliate program are entitled to a return based solely on the initial deposit made by the referred clients. This is facilitated through a revenue share model that offers a fixed rate of 1% on the client's deposit. Consequently, the promoter stands to receive a return equivalent to 1% of the client's deposit.

capped at a maximum of \$1,000

7.2.1 "**CPM**" or "**Cost Per Mille**" signifies a fixed amount, determined exclusively by Woxa at the Company's discretion and communicated to partners in writing and/or account details, which is payable for every 1,000 impressions (as delineated above). An "Impression" is defined as each instance an Woxa advertisement is exhibited to a user while browsing a web page on a partner's website.

7.2.2 "**CPC**" or "**Cost Per Click**" signifies a fixed amount, established exclusively by Woxa at the Company's discretion and conveyed to partners in writing and/or account details, which is payable for each pertinent click executed by an individual or legal entity on an Woxa banner displayed on a partner's website.

7.2.3 "**CPA**" or "**Cost Per Acquisition**" signifies a fixed amount, determined exclusively by Woxa at the Company's discretion and communicated to partners in writing and/or account details, which is payable when a client successfully becomes a client of our platform and satisfies specific criteria.

7.2.4 "**CPL**" or "**Cost Per Lead**" signifies a fixed amount, determined exclusively by Woxa at the company's discretion and communicated to partners in writing and/or account details, which is payable when a client successfully becomes a client of our platform and satisfies specific criteria.

7.2.5 The maximum commission payable to affiliates is \$10,000.

7.2.6 Commission calculations are performed and subsequently credited to the partner's wallet at 00:00 Coordinated Universal Time (UTC+0).

7.2.7 Prior to utilizing the banner, it is imperative for Affiliate Partners to adhere to the Woxa whitelist domain policy. This policy necessitates that Affiliate Partners are granted authorization to use the banner only if their domains have been officially whitelisted by Woxa.

7.2.8 In the framework of the broker's Affiliate program, each Affiliate Partner account is granted the privilege to whitelist a maximum of 10 domains. This implies that Affiliate Partners can request authorization from the broker to include up to 10 domains in their whitelist, thereby allowing the usage of the Affiliate Partner's promotional materials and resources on these approved domains.

7.2.9 The Affiliate program implemented for Affiliate Partners incorporates a model that ensures the exclusion of duplicate users from the count. This means that in calculating the performance metrics and rewards for Affiliate Partners, the system disregards any duplicated user accounts, ensuring that each user is counted only once. This approach aims to maintain accuracy and fairness in

evaluating the effectiveness and impact of the Affiliate Partners' promotional efforts.

7.3 The currency of the Affiliate account to be maintained with the Company shall be designated in USD and any Affiliate commission payouts shall be calculated and presented in USD. Payouts of Affiliate commissions shall be made by the Company to the Affiliate through any payment method indicated in the Affiliate's account and/or by way of any type of instrument/currency of equivalent USD value upon conversion (Payment Method). The Affiliate shall provide the Company with all relevant details, banking or otherwise, for the purpose of effecting the Affiliate commission payouts (Payment Details). The Affiliate irrevocably accepts the use of any Payment Method by the Company and such acceptance is signified by the provision of relevant Payment Details.

7.4 The Affiliate acknowledges and accepts that the Company shall treat as accurate and true and shall fully rely on the Payment Details. Payments made by the Company to the Affiliate by way of any Payment Method and based on the Payment Details shall constitute full and unequivocal satisfaction of the obligations of the Company in terms of payment of any Affiliate commission/payouts.

7.5 Affiliate acknowledges, represents and warrants to the Company that all Payment Details made available from time to time, to the Company shall be accurate, correct and up-to-date and that it shall exclusively bear the responsibility to inform the Company in case of any changes that would affect any payments due hereunder.

7.6 Notwithstanding any other provision of the Agreement, in the event that any activity in the Affiliate Account, or in any account which appears to be controlled or managed by the Affiliate is reasonably deemed suspicious in any way by the Company in its sole discretion, the Company may in its absolute discretion, delay payment of the commission to the Affiliate for up to one hundred and eighty (180) days in order to look into and verify the suspicious activity.

8. Modification of Commission Payment without Prior Notice

8.1 The Company retains the discretion to modify commission payment terms and conditions without the obligation to give prior notice to its Partners. The decision to modify commission payments may be influenced by various factors, including but not limited to changes in business requirements, market conditions, regulatory obligations, or economic circumstances.

8.2 By entering into Agreement with the Company, Partners acknowledge and accept that commission payment terms are subject to change without prior notice. Partners are responsible for regularly reviewing the Company's policies and monitoring any updates or modifications related to commission payments.

8.3 The Company will make reasonable efforts to communicate any changes to commission payment terms to its Partners. However, the Company is not obligated to provide advance notice of such modifications. Partners are advised to stay informed through regular communication channels established by the Company, including official announcements, partner portals, or other designated means of communication.

8.4 Partners are expected to comply with the revised commission payment terms upon implementation. Failure to adhere to the updated terms may result in adjustments to commission calculations or other appropriate actions deemed necessary by the Company.

9. Agreement Revision

9.1 The Company reserves the right to amend, supplement, or modify any section, paragraph, or subparagraph of this Agreement without providing prior notice to the Client regarding such revisions.

9.2 In the event of any violation of the Affiliate's obligations as outlined within this Affiliate Agreement, including situations wherein the Company concludes that continued collaboration with partners under the purview of this Agreement is untenable, the Company retains the authority to terminate the Affiliate Agreement and apprise the Affiliate immediately. Such termination shall occur without remuneration for any losses or compensation for disseminating information pertaining to the Company.

10. Duties and liabilities of the parties

10.1 The Company assumes no responsibility for the activities or inactivity of Affiliates.

10.2 The Company shall not be held liable for the failure to execute its obligations due to communication line interruptions, technical problems arising from internet service providers, and/or other technical difficulties.

10.3 The Affiliate bears responsibility for maintaining the security and confidentiality of passwords and payment-related information.

10.4 The Partner guarantees that all personal information furnished to the Company is true, precise, and current.

10.5 The Affiliate concurs to furnish the Company with a roster of all traffic sources for mandatory moderation procedures and promises to update this list in the event that new traffic sources are added. Additionally, the Affiliate guarantees that solely Company-sanctioned traffic sources shall be utilized.

10.6 The Affiliate assures that their actions in accordance with this Agreement do not contravene any laws, statutes, and regulations applicable to the Affiliate or within the Affiliate's jurisdiction.

10.7 The sales agent is accountable for remitting any taxes owed within their state of tax residency.

10.8 The Company reserves the right to temporarily suspend account verification for controlled and/or uncontrolled website visitors without providing any explanation.

11. The Partner agrees to:

11.1 The Partner agrees to verify their identity using an identification card, passport, or driver's license. Additionally, the Partner must verify their bank account for transactional purposes and provide a valid phone number.

11.2 The Partner agrees to furnish truthful and accurate information.

11.3 The Partner agrees to provide truthful, accurate, clear, and up-to-date information, particularly on their website and in advertising/marketing materials and other resources.

11.4 When describing potential profits to clients, the Partner agrees to incorporate risk warnings prominently, in bold font. The risk warning should not be obscured by color or concealed within an image. Furthermore, the risk warning must be clearly legible for all clients and positioned in a noticeable location. Ideally, the risk warning should be located below the legal/contact information.

11.5 The Partner commits to providing an equal representation of the advantages and disadvantages of financial instruments.

11.6 No warranties or promises are made on behalf of the Company.

11.7 In the event of a comparison with other services/brokers, the Partner agrees to solely use authentic data and indicate trustworthy sources.

11.8 The Partner shall refrain from utilizing any tactics to motivate prospective clients to deposit or trade more than their intended amount when opening their accounts. In cases where an Affiliate interacts with a prospective client before the account is established, any indication of the Affiliate's employment of aggressive marketing tactics may constitute grounds for terminating that Affiliate's account.

12.Limitations pertaining to the marketing strategy are as follows:

12.1 When crafting messages, it is crucial to ensure a balanced approach, wherein potential profits are mentioned alongside potential losses. Refrain from promising that learning trading or achieving profitability with Woxa is easy unless explicitly referring to the demo account. Avoid utilizing words such as "beat the market easily" or "make money," among other similar terms.

12.2 The Affiliate is prohibited from publishing content or utilizing phrases that suggest that trading is an effortless and exhilarating activity. The Affiliate must refrain from implying that trading results in lifestyle changes, financial independence, or any other benefits that are not authorized. Any visual references to cash, credit cards, banknotes, and coins must not be employed.

12.3 The advertisement of Woxa as a "work from home" or a "get-rich-quick" scheme, or any other non-guaranteed or misleading statements, is strictly prohibited. Such promotions fail to emphasize the substantial risks associated with CFD trading and may compromise the integrity of Woxa.

12.4 Content must not contain information about a strategy labeled as a trading strategy, such as "Martingale Trading Strategy." Instead, it should be referred to as a technique or approach. This document should contain the following disclaimer: "Your funds may be at risk. This content does not constitute investment advice."

12.5 Each video must display the following risk warning throughout its entirety: "Risk warning: Your funds may be at risk." Avoid using the term "strategies" and refrain from offering investment advice. Additionally, an additional warning should be included: "Note: This video is not investment advice."

13.The termination and blocking of Affiliate accounts are subject to the following conditions:

13.1 Either party may terminate this Agreement at any time, without prejudice to any other rights or remedies available, by giving the other party at least 30 days' notice via email. The Company retains the right to block any Campaign activities associated with the Account. During the notification period, the Affiliate must take all necessary measures through their Account to verify any payment that may qualify for payment. Failure to do so will render the Company not responsible for any outstanding amounts that are not disbursed to Partners.

13.2 If the Company has reasonable grounds to believe and/or detects a violation of the rules and/or guidelines specified in this Agreement, including instances of fraudulent activity during financial transactions after a recruited client has made a deposit, the Company reserves the right to cancel the transaction and halt the flow of funds into the Partner's account. As a result, the associated commission will be forfeited and will not be paid to the Affiliate.

The Company reserves the right to block the Affiliate's account in the event of misuse or for reasons described in this clause 9, which may result in the termination of the Affiliate's business relationship under this Agreement.

13.3 The Affiliate acknowledges and agrees that, upon termination of this Agreement or the blocking of the Affiliate's account, they will immediately cease to send traffic and/or provide services in connection with this Agreement. Any Affiliate links used for this purpose will be disabled and rendered inoperable. Such termination or blocking will be subject to any other terms of the Agreement, without affecting any outstanding or pending obligations that Partners may have to the Company.

14. Termination of IB and Affiliate Business Relationship upon Detection of Fraud, Money Laundering, Terrorism Financing, or Illegal Activities

14.1 The Company explicitly prohibits any involvement in fraudulent activities, money laundering, terrorism financing, or any other illicit acts by its IBs and Affiliates. These activities undermine the trust and integrity integral to the business relationship and flagrantly contravene legal regulations.

14.2 The Company maintains a robust system of monitoring and procedures to detect and investigate any suspicious activities or breaches of legal obligations. Upon detecting any fraudulent activities, money laundering, terrorism financing, or illegal acts by the Partner, the Company will initiate a thorough investigation to validate the findings.

14.3 If the investigation substantiates the Partner's participation in any fraudulent activities, money laundering, terrorism financing, or illegal acts, the Company will promptly terminate the IB and Affiliate business relationship. Termination may occur without prior notice and shall take effect upon notification to the Partner.

14.4 The termination of the business relationship does not absolve the Partner of any legal obligations, civil liabilities, or potential criminal charges stemming from their involvement in illegal activities. The Company will fully cooperate with relevant authorities in prosecuting legal action against all culpable parties.

14.5 This policy shall be periodically reviewed and updated as necessary to ensure its efficacy and adherence to evolving legal and regulatory requisites.

14.6 By entering into an IB and Affiliate business relationship with the Company, the Partner acknowledges their comprehension of and agreement to abide by this policy. Noncompliance with these provisions may result in immediate termination of the business relationship, legal ramifications, and any other suitable actions deemed requisite by the Company.

15. Confidential and personal information exchanged between the Company and the Affiliate is subject to the following terms:

15.1 To facilitate the performance of this Agreement, all personal data of Partners will be processed in strict accordance with the provisions of data protection legislation, provided that they are notified and committed to maintaining the confidentiality of the information shared.

15.2 Personal data refers to any information relating to an identifiable individual, excluding data from which an identity has been removed (referred to as "anonymized data").

15.3 Data protection laws refer to the applicable laws and regulations governing the protection of personal data, including the General Data Protection Regulation ("GDPR"), other EU regulations related to privacy and/or data protection, as well as the Data Protection Act (DPA) and other local laws of Saint Vincent and the Grenadines, as applicable.

15.4 The Affiliate hereby represents and warrants to the Company that they will comply with their obligations under applicable data protection laws in relation to any processing of personal data to be carried out within the context of this Agreement.

16. Relationship of the Parties

16.1 Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between the parties, and neither party shall have the authority to bind, execute and/or create any obligation on behalf of the other party in any respect.

17. Jurisdiction and Law

17.1 This Agreement and any non-contractual disputes or claims arising under them and all transactions under or pursuant to them are governed by and shall be construed in accordance with the laws of Mauritius and the courts of Mauritius has exclusive jurisdiction.