



# PARTNERSHIP AGREEMENT

Version: August 2025

## TABLE OF CONTENTS

1. INTRODUCTION .....	2
2. PARTNERSHIP CONDITIONS .....	2
3. REMUNERATION .....	4
4. INTRODUCER RELATIONSHIP AND ACTIVITIES .....	5
5. LIMITATION OF LIABILITY AND INDEMNITY .....	5
6. WRITTEN NOTICE .....	6
7. AMENDMENT AND TERMINATION .....	6
8. PERSONAL DATA AND RECORDING OF TELEPHONE CALLS .....	7
9. PROPRIETARY PROPERTY .....	7
10. FORCE MAJEURE .....	7
11. MISCELLANEOUS .....	8
12. ACCEPTANCE OF AGREEMENT .....	8

**Trade Responsibly:** Contracts for Difference (**CFDs**) are complex derivative instruments that are traded on margin (**Leveraged Products**). Margin trading carries a substantial degree of risk, as the use of leverage can significantly increase both potential gains and potential losses. Because of this, Leveraged Products may not be appropriate for every investor, and you should be aware that it is possible to lose the entire amount of your invested capital. You should never risk more than you can afford to lose. If you are uncertain whether trading is suitable for you, we recommend obtaining independent professional advice. Please take the time to read our **Risk Disclosure Notice** carefully for a full explanation of the risks associated with trading Leveraged Products.

## 1. INTRODUCTION

**1.1.** This Partnership Agreement (the “Agreement”), together with any Schedules as amended from time to time, sets forth the terms governing the relationship between you (hereinafter referred to as the “Partner”, “you” or “your”, as applicable) and **xChief Central Asia Ltd** (hereinafter referred to as “xChief”, “we”, “us” or “our”, as applicable), in relation to the services provided by the Company and your participation in the Partnership Programme.

**1.2.** xChief Central Asia Ltd. is authorized and regulated by the Astana Financial Services Authority (AFSA), under License No. AFSA-A-LA-2025-0012 and registered with BIN 250440900140. The company’s registered address is Kazakhstan, Astana, Esil District, 55/20 Mangilik El, Office 227-228.

**1.3.** The Partner is engaged in the business of introducing prospective clients in relation to financial services and agrees to act solely as an independent introducer between xChief and such prospective clients for the purposes of facilitating the onboarding process and providing general information regarding the Company’s services. The Partner shall not provide investment advice, portfolio management services, or act as an agent or representative of xChief.

**1.4.** The Partner is solely responsible for ensuring that it is duly authorised, registered or otherwise permitted under applicable laws and regulations to perform the activities contemplated under this Agreement.

**1.5.** This Agreement shall become binding on the Partner upon acceptance and on xChief upon approval of the Partner and shall remain in force unless terminated by either Party in accordance with Clause 7.

## 2. PARTNERSHIP CONDITIONS

**2.1.** The Partner represents and warrants that it has full legal capacity, authority and power to enter into this Agreement and to perform its obligations hereunder in accordance with applicable laws and regulations.

**2.2.** Where the Partner is a legal entity, the individual entering into this Agreement on its behalf represents and warrants that they are duly authorised to bind such legal entity and that such entity has full legal capacity to enter into and perform this Agreement.

**2.3.** The Partner represents and warrants that it complies with all applicable laws, regulations and directives relevant to its activities, including financial services regulations, and shall ensure that all actions performed under this Agreement are conducted in compliance with such requirements. The Partner shall remain responsible for keeping itself informed of all applicable regulatory obligations.

**2.4.** Upon registration, the Partner shall be granted access to a secure Partner Area through which the Partner may monitor performance and remuneration.

**2.5.** The Partner shall provide accurate and complete identification and verification documentation as reasonably required by xChief. xChief shall perform appropriate due diligence in accordance with applicable regulatory requirements and may provide training or guidance relevant to the services under this Agreement.

**2.6.** The Partner shall provide accurate, complete and up-to-date information regarding its activities, including marketing channels and public profiles, and shall promptly notify xChief of any material changes.

**2.7.** The Partner acknowledges that it has read and understood xChief’s Compliance Policies, including Anti-Money Laundering and Counter-Terrorist Financing requirements, and agrees to comply with them at all times.

**2.8.** The Partner shall maintain all necessary registrations, authorisations and consents required to perform its obligations and shall comply with all applicable laws, including but not limited to financial services, data protection, intellectual property and marketing regulations.

**2.9.** Upon reasonable request, the Partner shall provide evidence of its regulatory status, licensing (if applicable), and business activities relevant to this Agreement.

**2.10.** The Partner shall not be entitled to remuneration in respect of its own trading activity. xChief may implement reasonable monitoring measures to ensure compliance with this requirement.

**2.11.** The Partner shall use only promotional materials approved by xChief. Any materials created by the Partner must be submitted for prior written approval before use.

**2.12.** The Partner shall bear all costs and expenses associated with its marketing and promotional activities unless otherwise agreed in writing.

**2.13.** xChief may monitor the Partner's marketing activities, websites and communication channels to ensure compliance with applicable laws, regulations and this Agreement. Such monitoring shall be conducted in a reasonable and proportionate manner. xChief may require the Partner to:

- a. amend or remove non-compliant content;
- b. ensure communications are fair, clear and not misleading;
- c. comply with intellectual property requirements;
- d. comply with this Agreement;
- e. provide relevant information necessary for compliance monitoring within a reasonable timeframe.

**2.14.** All promotional materials provided by xChief remain the property of xChief. The Partner is granted a limited, non-exclusive, revocable licence to use such materials solely for the purposes of this Agreement.

**2.15.** The Partner shall act honestly, fairly and in good faith and shall not make any false, misleading or exaggerated statements regarding xChief or its services.

**2.16.** The Partner shall not engage in unlawful or improper activities, including but not limited to:

- a. publishing unlawful or inappropriate content;
- b. infringing third-party intellectual property rights;
- c. making misleading or deceptive statements;
- d. engaging in practices intended to manipulate remuneration or client activity.

**2.17.** The Partner shall be solely responsible for its actions and omissions and for compliance with applicable laws and regulations in connection with its activities under this Agreement.

**2.18.** xChief may take appropriate action, including suspension of remuneration or termination of this Agreement, where there is reasonable evidence of fraud, abuse, misconduct or breach of this Agreement or applicable laws. Such actions shall be proportionate and, where appropriate, the Partner shall be given an opportunity to respond.

**2.19.** The Partner shall not:

- a. accept or hold client funds;
- b. provide investment advice or discretionary management;
- c. represent itself as acting on behalf of xChief.

**2.20.** The Partner shall not introduce malicious software, viruses or harmful materials into xChief systems or platforms.

**2.21.** The Partner shall not create or operate any website or communication that may mislead clients into believing that the Partner is xChief or formally authorised to act as its agent.

**2.22.** The Partner shall promptly notify xChief of any information or events that may materially affect xChief's reputation, regulatory standing or business operations.

**2.23.** The Partner shall not use xChief's name, trademarks or brand identifiers in domain names or advertising without prior written approval.

**2.24.** Where reasonably required for compliance purposes, xChief may request limited access to the Partner's marketing data or advertising accounts. Such access shall be proportionate and limited to ensuring compliance.

**2.25.** Where the Partner acts outside the scope of this Agreement or breaches its provisions, xChief may take appropriate corrective measures, including suspension or termination of the relationship.

### 3. REMUNERATION

**3.1** Payments to the Partner shall be made in accordance with the remuneration structure established by the Company and disclosed in the applicable Fee Schedule. Remuneration rates may be progressive and dependent on the Partner's performance level, calculated based on the trading activity of referred clients, expressed in USD equivalent trading volume.

**3.2** Level Upgrade Requirements:

All trading volume thresholds are expressed in USD millions (USD mn).

**Level 1 – Beginner**

- Default level assigned upon successful registration.

**Level 2 – Silver**

- Monthly referral trading volume exceeds USD 30 mn;
- Number of active referrals is at least 5;
- Trading volume generated by a single client does not exceed 35% of total referral volume.

**Level 3 – Gold**

- Monthly referral trading volume exceeds USD 75 mn;
- Number of active referrals is at least 20;
- Trading volume generated by a single client does not exceed 20% of total referral volume;
- Trading volume generated by a single automated strategy (including EAs/algorithms) does not exceed 20% of total referral volume.

**Level 4 – Platinum**

- Monthly referral trading volume exceeds USD 120 mn;
- Number of active referrals is at least 50;
- Trading volume generated by a single client does not exceed 10% of total referral volume;
- Trading volume generated by a single automated strategy does not exceed 10% of total referral volume.

**3.3** The applicable remuneration rates, calculation methodology, and any additional incentives, including but not limited to CPA (Cost Per Acquisition), revenue share, volume-based rebates or promotional bonuses, shall be set out in one or more Schedules or Fee Agreements issued by the Company from time to time. Such Schedules shall form an integral part of this Agreement. The Company may amend such Schedules in accordance with Clause 7, provided that any changes shall be communicated to the Partner in advance and applied in accordance with the principles of transparency and fair treatment.

**3.4** Where the remuneration attributable to a single client exceeds sixty percent (60%) of either (i) the total remuneration generated by the Partner from all referred clients over a rolling thirty (30) day period, or (ii) such client's Net Deposits (defined as total deposits less withdrawals), the Company may conduct a review of such remuneration. Where the Company reasonably determines that such concentration or level of remuneration may indicate non-commercial activity, abuse of the remuneration structure or that the remuneration is disproportionate to the underlying economic activity of the client, the Company may temporarily adjust, defer or suspend payments related to that client pending completion of an internal review process.

**3.5** Remuneration shall not be payable in respect of trading activity conducted using bonus funds, promotional credit or any other non-withdrawable incentives, unless otherwise expressly agreed in writing by the Company.

**3.6** Remuneration shall be payable only in respect of trading activity that reflects genuine market behaviour. The Company reserves the right to withhold, adjust or cancel remuneration, without prior notice, where it reasonably determines that trading activity is abusive, non-commercial or does not represent legitimate market risk.

**3.7** Where a referred client participates in any promotional campaign, bonus programme or special trading conditions offered by the Company, the applicable remuneration terms may be modified accordingly, provided that such conditions are disclosed in advance or made available through the Company's official communication channels.

**3.8** The Partner may request alternative or customised remuneration arrangements, subject to prior written approval by the Company. Any such arrangements shall be formally documented and implemented in accordance with the Company's internal procedures, applicable regulatory requirements and principles of fair treatment.

## 4. INTRODUCER RELATIONSHIP AND ACTIVITIES

**4.1.** The Introducer shall act as an independent intermediary between xChief and prospective Clients for the purpose of introducing the Company's services and facilitating client onboarding. The Introducer may provide general information regarding the Company's products and services and assist in preparatory steps necessary for a Client to enter into an agreement with xChief. The Introducer shall not provide investment advice, recommendations or portfolio management services, nor represent itself as acting on behalf of xChief.

**4.2.** The Introducer may assist prospective Clients in completing account registration forms, provided that such assistance is administrative in nature and does not involve providing advice or influencing the Client's decision-making.

**4.3.** The Introducer may assist with translation of documents, where necessary, and provide general explanations of the Company's services, ensuring that all communications are fair, clear and not misleading.

**4.4.** Without prejudice to the Introducer's obligations under this Agreement, xChief shall bear no responsibility and shall have no liability for any advice, recommendation or decision made or provided by the Introducer to any Client.

**4.5.** Each Client introduced by the Introducer must meet the Company's onboarding and eligibility requirements and must open an account with xChief in accordance with the Company's procedures, including, where applicable, completion of the required application forms, submission of identification and verification documentation, and acceptance of the Company's operative agreements.

**4.6.** xChief may decline to recognise a Client as introduced by the Introducer where the Introducer's identification details are not provided during the account opening process or within a reasonable period thereafter, as specified by the Company.

**4.7.** Where the onboarding process has not been conducted in accordance with the Company's procedures, xChief may determine, acting reasonably, whether a Client is attributable to the Introducer.

**4.8.** xChief may decline to recognise a Client as introduced by the Introducer, and accordingly may decline to pay remuneration in respect of such Client, where:

- a. the Client had an existing account relationship with xChief or an affiliated entity prior to the introduction;
- b. the Client's account was opened outside the standard referral process; or
- c. the Client does not meet the Company's compliance or eligibility requirements.

**4.9.** xChief may determine, acting reasonably and in accordance with its internal policies, whether a Client has been validly introduced by the Introducer where there is ambiguity in the referral process.

**4.10.** Removal or Transfer of Clients. Where a Client requests to be removed from or transferred away from an Introducer, xChief shall give effect to such request and may discontinue remuneration to the Introducer in respect of that Client from the date of such change.

**4.11.** In cases where there is reasonable evidence of fraud, abuse, manipulation or other misconduct in connection with the allocation or transfer of Clients, xChief may take appropriate action, including adjustment or cancellation of remuneration and, where necessary, termination of this Agreement.

## 5. LIMITATION OF LIABILITY AND INDEMNITY

**5.1.** To the fullest extent permitted by applicable law, xChief shall not be liable to the Introducer for any indirect, incidental, consequential or special damages, including, without limitation, loss of profits, revenue, business opportunity or goodwill, arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, even if advised of the possibility of such damages. Nothing in this Agreement shall exclude or limit liability where such limitation is prohibited by applicable law. Subject to the foregoing, xChief's aggregate liability to the Introducer arising out of or in connection with this Agreement shall not exceed the total remuneration paid to the Introducer under this Agreement.

**5.2** xChief provides its services and platforms on an “as is” basis and does not make any express or implied representations or warranties, except as required under applicable law. In particular, xChief does not warrant that its services will be uninterrupted, error-free or continuously available. xChief shall not be liable for any losses arising from technical failures, system interruptions or external factors beyond its reasonable control, provided that xChief has acted in accordance with applicable regulatory standards and exercised reasonable care.

**5.3** The Introducer shall indemnify and hold harmless xChief from and against any losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees) arising directly from the Introducer’s breach of this Agreement, violation of applicable laws or regulations, or misconduct in connection with its activities under this Agreement.

**5.4** Except as otherwise expressly provided in this Agreement and to the extent permitted by applicable law, neither Party shall be liable to the other for any indirect or consequential losses, including loss of profit, loss of opportunity or reputational damage arising in connection with this Agreement.

**5.5** The Introducer agrees to indemnify and hold harmless xChief, its officers, directors, employees and representatives from and against any claims, liabilities, costs or expenses arising from the Introducer’s activities or its interactions with Clients, to the extent that such claims result from the Introducer’s breach of this Agreement, negligence, misconduct or failure to comply with applicable laws and regulations.

## **6. WRITTEN NOTICE**

**6.1** Unless otherwise expressly provided in this Agreement, any Written Notice under this Agreement may be given by the Company or the Introducer by the following means:

- a. by email to the last notified email address; or
- b. by publication within the Introducer Panel or other secure communication channel designated by the Company.

**6.2** The Introducer shall ensure that all contact details provided to the Company are accurate, complete and kept up to date at all times. Where the Company is unable to contact the Introducer due to incorrect or outdated contact information, the Company may take reasonable steps, including suspension of certain services or rights under this Agreement, until such information is updated.

**6.3** Any Written Notice shall be deemed to have been received:

- a. if sent by email, at the time of transmission, provided that no delivery failure notification is received;
- b. if published within the Introducer Panel, at the time it becomes available to the Introducer.

**6.4** For the purposes of this clause, “Business Hours” means between 06:00 and 16:00 GMT on a Business Day (Monday to Friday), excluding public holidays in the Astana International Financial Centre.

## **7. AMENDMENT AND TERMINATION**

**7.1** The Introducer acknowledges that xChief may amend the terms of this Agreement, including any Addenda and Appendices, from time to time, provided that the Introducer is given at least fourteen (14) days’ prior Written Notice, unless a shorter notice period is required to comply with applicable laws or regulatory requirements. The Introducer shall have the right to terminate this Agreement by Written Notice prior to the effective date of such amendments.

**7.2** The Introducer may terminate this Agreement at any time by giving Written Notice to xChief. Unless otherwise agreed, such termination shall take effect upon receipt of the notice or on a later date specified therein.

**7.3** xChief may terminate this Agreement by giving Written Notice to the Introducer, either with reasonable notice or with immediate effect where there is a material breach of this Agreement, regulatory concern, or other justified reason requiring immediate termination.

**7.4** Upon termination of this Agreement, the Introducer shall promptly cease use of all promotional materials and return or delete, as applicable, any Company property or materials in its possession, unless otherwise instructed by xChief.

**7.5.** Termination of this Agreement shall result in the cessation of the remuneration arrangements with effect from the date of termination. Such termination shall not affect any rights or obligations accrued prior to termination, including any remuneration properly earned in accordance with this Agreement, subject to its terms.

## **8. PERSONAL DATA AND RECORDING OF TELEPHONE CALLS**

**8.1.** xChief may collect, process, store and otherwise use personal data provided by the Introducer in accordance with applicable data protection laws and regulations, for the purposes of performing its obligations under this Agreement and for legitimate business purposes.

**8.2.** The Introducer acknowledges that personal data may be transferred to and processed in jurisdictions outside the European Economic Area, including where necessary for the performance of this Agreement, provided that appropriate safeguards are implemented in accordance with applicable data protection requirements. Where the Introducer provides personal data relating to third parties, the Introducer warrants that it has obtained all necessary consents or has another lawful basis for such processing.

**8.3.** xChief may share personal data with affiliates, service providers and other third parties where necessary for the purposes of fulfilling its contractual obligations, complying with legal or regulatory requirements, or for legitimate business purposes. All such processing shall be carried out in accordance with applicable data protection laws and appropriate confidentiality obligations.

**8.4.** Personal data may be used for marketing and analytical purposes, including to inform the Introducer about products or services that may be of interest, where permitted by applicable law. The Introducer shall have the right to opt out of such communications at any time.

**8.5.** Telephone conversations and electronic communications between the Introducer and xChief may be recorded and monitored in accordance with applicable regulatory requirements. By entering into this Agreement, the Introducer acknowledges and consents to such recording and monitoring. Recordings may be used as evidence of communications and instructions and may be disclosed to courts, regulators or competent authorities where required by law. Copies of such recordings may be provided to the Introducer upon request, subject to applicable legal limitations, and shall be retained for a period consistent with regulatory requirements.

## **9. PROPRIETARY PROPERTY**

**9.1.** Subject to the terms of this Agreement, xChief grants to the Introducer, for the duration of this Agreement, a limited, non-exclusive, non-transferable and revocable licence to use the Company's Proprietary Property solely for the purposes of performing its obligations under this Agreement.

**9.2.** All Proprietary Property, regardless of authorship, shall remain the sole and exclusive property of xChief. The Introducer acknowledges that it acquires no ownership rights in such Proprietary Property and may use it only to the extent necessary to fulfil its obligations under this Agreement.

**9.3.** Upon termination of this Agreement for any reason, the Introducer shall promptly cease use of and return or securely destroy, as instructed by xChief, all Proprietary Property, including all materials, documents, data and any copies thereof in its possession or control.

**9.4.** The Introducer shall be liable for, and shall indemnify xChief against, any losses, claims, damages or expenses arising from any infringement of intellectual property rights or misuse of Proprietary Property caused by the Introducer in connection with this Agreement.

## **10. FORCE MAJEURE**

**10.1.** xChief shall not be liable for any failure or delay in the performance of its obligations under this Agreement where such failure or delay results from events beyond its reasonable control ("Force Majeure Event"). Such events may include, but are not limited to, acts of government, war, terrorism, civil unrest, natural disasters, epidemics, market disruptions, failures of communication systems, technological failures, or any other circumstances that materially affect the Company's ability to perform its obligations.

**10.2.** Where xChief reasonably determines that a Force Majeure Event has occurred, it may take such actions as are reasonably necessary and proportionate in the circumstances, including suspending or modifying its obligations under this Agreement, without prior Written Notice where immediate action is required.

## 11. MISCELLANEOUS

**11.1.** In the event that any matter arises which is not expressly addressed in this Agreement, the Parties shall seek to resolve such matter in good faith, having regard to applicable laws, regulatory requirements and accepted market practice.

**11.2.** No failure or delay by either Party in exercising any right, power or remedy under this Agreement or applicable law shall operate as a waiver of such right, nor shall any single or partial exercise preclude any further exercise of that or any other right.

**11.3.** Any waiver of a breach of this Agreement shall be effective only if made in writing and shall apply solely to the specific circumstances for which it is given. Such waiver shall not constitute a waiver of any subsequent breach or affect the enforceability of the remaining provisions of this Agreement.

**11.4.** The rights and remedies provided under this Agreement are cumulative and are not exclusive of any rights or remedies provided by applicable law.

**11.5.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, employment or fiduciary relationship between the Parties.

**11.6.** The Introducer shall act as an independent contractor and shall have no authority to act on behalf of, bind, or create any obligation for xChief.

**11.7.** The Introducer shall promptly notify xChief of any material facts, circumstances or developments of which it becomes aware that may adversely affect xChief, its clients, or its regulatory obligations.

**11.8.** xChief may assign or transfer its rights and obligations under this Agreement, in whole or in part, to an affiliated entity or successor, provided that such entity agrees to be bound by the terms of this Agreement and such assignment does not materially prejudice the Introducer. The Introducer shall be notified of such assignment in accordance with this Agreement.

**11.9.** If any provision of this Agreement is held to be invalid, unlawful or unenforceable by a court or competent authority, such provision shall, to the extent required, be severed and the remaining provisions shall continue in full force and effect.

**11.10.** The Introducer may not assign, transfer or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of xChief, which shall not be unreasonably withheld.

**11.11.** The Introducer shall disclose to xChief any other material business activities undertaken during the term of this Agreement, where such activities may give rise to a conflict of interest or impact the performance of its obligations under this Agreement.

## 12. ACCEPTANCE OF AGREEMENT

The Partner acknowledges and agrees that this Agreement may be accepted electronically.

By creating an account with xChief, activating Partner functionality within the account, or otherwise indicating acceptance of this Agreement through electronic means, the Partner confirms that it has read, understood and agrees to be bound by the terms of this Agreement.

The Partner further acknowledges that the use of a single account for both client and Partner functionalities does not affect the validity or enforceability of this Agreement, and that the Partner's participation in the Partnership Programme constitutes acceptance of its terms.

The Parties agree that such electronic acceptance shall have the same legal effect as a handwritten signature.

xChief may rely on its electronic records, including but not limited to system logs, timestamps, IP addresses and account data, as evidence of acceptance of this Agreement.