



MEX Group Holdings

Affiliate Terms and Conditions (CPA Terms & Conditions)

Introduction

1. MEX Group Holdings (“MEX Holdings” or the “Company”), which is incorporated in the Cayman Islands (Company Number 353260) and has a registered office at 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands.
2. The Affiliate (the “CPA Affiliate” or “CPAA”) is the natural or legal person accepting the of the CPA agreement.

RECITALS

- A. WHEREAS, Mex Group Worldwide Limited (“**MGWL**”) of Hong Kong (Company Number 1531625) is the holding company of a number of regulated financial institutions (“**MultiBank Entities**”).
- B. WHEREAS, the MultiBank Entities are authorised to provide foreign trading facilities together with other financial derivatives trading such as foreign exchange, metals, CFDs and equities (“**Products**”).
- C. WHEREAS, MEX Holdings, managed and operated from Sydney, Australia, desires for the CPA Affiliates to introduce clients to trade the Products with the MultiBank Entities and shall pay the CPA Affiliates the following fees based on the T&C conditions and the CPA module, specified in the CPA Agreement, wherein the payment is conditional upon the CPA Affiliate fulfilling the obligations under the CPA Agreement.

Payment Conditions

1. The total CPA Payout shall be paid on a quarterly basis on or before the 15th day of the subsequent month for the previous quarter and the CPA payout shall amount to an amount calculated by MEX Group at its sole discretion.
2. CPA Payouts are contingent on referred clients:
 - Depositing funds within the tiers outlined in Schedule 1;
 - Maintaining deposits for the retention period specified in Schedule 1 (30 days for deposits below USD 5,000; 60 days for deposits above USD 5,000);
 - Completing the minimum trading (lots) as per Schedule 1

Terms & Conditions

1. NOW, THEREFORE, in consideration of the premises and the covenants and representations contained herein, the parties agree as follows:
2. The identification documents of the CPAA can be seen at Appendix 1 of CPA Agreement.
3. MEX Holdings and CPAA shall be collectively referred to herein as the “Parties” or individually as a “Party”
4. CPAA shall refer/introduce Customers to the MultiBank Entities for the purpose of enabling the Customers to trade the Products on the platforms of MultiBank Entities.
5. On the date after approving CPAA’s referred Customer, MEX Holdings will begin accruing fees payable to the CPAA. MEX Holdings will only pay fees for trades done by Customer. Every Customer must properly fund their designated account with the MultiBank Entities (“Account”) before the CPAA’s fees begins to accrue.

6. In consideration of the provision by CPAA to MEX Holdings of its services as contemplated under CPA Agreement, fees are calculated based on the client's initial deposit amount, retention period, and minimum trading volume (lots) as specified in Schedule 1. MEX Holdings reserves the right to withhold payouts if conditions are unmet or abused. Upon the CPAA fulfilling the obligations referred to in CPA Agreement, MEX Holdings may amend CPA Agreement, at its sole discretion, and shall notify the CPAA in writing should it wish to do so.
7. In the event that CPAA is found to be manipulating CPA Agreement by causing clients to withdraw funds not at their own discretion but rather in order to benefit the CPAA, such actions will be a material breach of CPA Agreement. Consequently, the CPAA will forfeit any CPA payouts associated with these transactions. Manipulation includes artificially inflating trading volume (lots), depositing/withdrawing funds to bypass retention period, or manipulating clients trading to meet tier thresholds. This clause is intended to ensure the integrity of client transactions and maintain fair business practices.
8. CPAA undertakes to diligently supervise the activities of its officers, employees and sales team, including its agents to comply with MEX Holdings terms as well as the laws and regulations from the jurisdiction which the CPAA operates from and resides in.
9. The CPAA irrevocably confirms that he is either authorised and/or registered with an appropriate regulator or that he is not required to be regulated from the jurisdiction wherein CPAA operates and/or introduces Customers from.
10. MEX Holdings may provide, or cause to be provided, to each Customer from time to time, notice of the existence of CPA Agreement and the general relationship established with CPAA.
11. Nothing in CPA Agreement shall prevent MEX Holdings and/or the MultiBank Entities from exercising all their rights under the Customer agreements between the Customers and the MultiBank Entities.
12. CPAA agrees and undertakes to make only honest and accurate representations about the MultiBank Entities electronic Products trading services and never to hold itself out as an employee of MEX Holdings or the MultiBank Entities.
13. CPAA agrees and undertakes not to give any advice or trading recommendation or make claims as to guaranteed returns that may be earned. For the avoidance of doubt, MEX Holdings and/or the MultiBank Entities will not be liable to Customers or the CPAA for any advice, decision or recommendation given or made by the CPAA to any Customer, and the CPAA will indemnify MEX Holdings and/or the MultiBank Entities for any loss or liability arising from such actions. In addition if any such misrepresentation is found, then CPAA confirms, that MEX Holdings is entitled to terminate CPA agreement with immediate effect and withhold payment from the CPAA.
14. It is CPAA's sole responsibility and obligation to disclose to each Customer, individual or entity the fact that CPAA will be compensated by MEX Holdings for its referral of the Customer and clearly and unambiguously disclose the tiered CPA structure as referred to in Schedule 1 hereof.
15. The CPAA may not conduct discretionary trading on behalf of the Customers without a written and signed power of attorney from the Customers And in this event the CPAA confirms that he either authorised/registered with an appropriate regulator to trade on behalf of the Customers or that he is not required to be regulated from the jurisdiction wherein CPAA operates and/or resides in to trade on behalf of the Customers.
16. Balances in the CPAA commission accounts may only be withdrawn based on written instructions form signed by the CPAA. The said payments shall only be paid to the account of CPAA at an authorized financial institution and in the event CPAA fulfills the obligations under CPA agreement. In addition, CPAA agrees that

the only monies the CPAA can earn from the retained clients is the CPA payout referred to in Schedule 1 and the CPAA will not be entitled to any other amounts whatsoever including, but not limited to, rebate and/or commission.)

17. CPAA agrees and undertakes to inform its customers that any trading dispute of whatsoever nature is strictly and solely, between referred Customer, and MEX Holdings, and is strictly subject to the jurisdiction of the Cayman Islands and no other jurisdiction. CPAA acknowledges and undertakes to inform all Customers that jurisdiction to dispute any trading is the Cayman Islands.
18. The CPAA must immediately notify MEX Holdings in writing of any material claim or complaints against the CPAA, whether raised by a Customer or local regulatory agency.
19. CPAA acknowledges that it has no right to use the name, intellectual property or other assets or property of MEX Holdings or **MGWL** or any of its affiliates. The CPAA, under no circumstances will use the MEX Holdings name, logo or website, whether for information or educational purposes, except with the prior written authorization of MEX Holdings.
20. Confidentiality: Each party shall provide to the other party such information as the other may require in connection with the performance of such party's obligations hereunder. The parties anticipate exchanging business information, Customer lists and otherwise, which may be confidential, proprietary trade secret in nature. Any information, documents, or objects of a confidential nature (whether or not expressly marked as confidential) shall be treated by the recipient as confidential ("Confidential Information"). For the avoidance of doubt, any and all Intellectual Property Rights shall be deemed to be Confidential Information.
21. Indemnifications: The CPAA agrees to indemnify and hold MEX Holdings harmless from all losses, liabilities, damages, expenses claims, proceedings and attorneys' fees resulting from any breach, misrepresentation by the CPAA under CPA agreement together with any Customer claims between the CPAA and the introduced Customer and any debt or liability arising from the CPAA failure to comply with applicable laws.
22. INVALIDITY OR UNENFORCEABILITY: Any provision hereof which is prohibited, invalid or unenforceable shall be ineffective only to the extent of such prohibition, invalidity or unenforceability without invalidating the remaining provisions hereof.
23. Validity and Termination: CPA Agreement is valid for 1 year and shall be renewed automatically for further consecutive 1 year terms unless either party serves a 7 days' Notice. CPA Agreement shall be considered terminated in the event the CPAA breaches any of the terms of CPA agreement from the date the breach occurring.
24. Notices: Any notice served pursuant to CPA Agreement will be deemed given when delivered personally, or by electronic mail (email).
25. Language: CPA Agreement is written in English but is solely subject to the Cayman Islands law and the Cayman Islands Courts exclusively and no other Courts and the English language shall prevail in the event of any dispute.

26. APPLICABLE LAW

CPA Agreement shall be construed and governed in accordance with the laws of the Cayman Islands and the parties hereby submit to the exclusive jurisdiction of the Courts of the Cayman Islands in relation thereto.

27. MISCELLANEOUS

- CPA Agreement embodies the entire understanding between the parties. No modification of any provision of CPA Agreement shall be effective unless in writing and signed by an officer of MEX Holdings and CPAA. Both parties agree that the Schedule 1 hereto form an integral part of CPA Agreement.
- CPA Agreement, including the Schedule 1 hereto, contains the entire, final and complete agreement between the Parties with respect to the subject matter hereof and effective on the date it is signed by the last Party or such other date as expressly specified herein (the “**Effective Date**”). CPA Agreement shall supersede any and all prior agreements and understandings between the parties with regard to the subject matter hereof.

SCHEDULE 1

Deposit Amount in USD	CPA Payout in USD	Minimum Lots	Retention Period in Days
500-999	275	15	30 days
1,000-1,999	550	25	30 days
2,000-4,999	900	50	30 days
5,000-9,999	1,200	70	60 days
10,000+	1,500	100	60 days