



# PARTNERSHIP AGREEMENT

Version: June 2024

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## 1. OVERVIEW

**1.1** This Partnership Agreement (hereinafter referred to as the "Agreement") is entered by and between xChief Ltd (hereinafter referred to as "xChief"), incorporated in Mwali (Moheli), Comoros as International Business Company, registration number HY0092343, and the individual or a legal entity who has completed the Application to become an Introducing Partner (hereinafter referred to as "the Partner"). xChief and the Partner shall be sometimes referred to herein as the "Parties".

**1.2** This Agreement governs the contractual relationship between the Partner and xChief, under which the Partner can be remunerated for introducing Clients to xChief, subject to the terms and conditions herein.

**1.3** The Partner is engaged in soliciting Clients for financial services transactions and agrees to act as a mediator between xChief and the clients for necessary preparatory work to conclude an agreement between xChief and the clients.

**1.4** The Partner, if required under applicable laws and regulations, must ensure he/she is properly registered to undertake and provide the services contemplated under this Agreement.

**1.5** This Agreement binds the Partner on the Effective Date and xChief on the day of the Partner's approval, continuing unless terminated by either Party in accordance with Clause 7.

## 2. CONDITIONS OF PARTNERSHIP

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

**2.2** If the Partner is a legal entity, the person agreeing to this Agreement on behalf of that entity represents and warrants they are authorized to bind the entity and that the entity has the full right, power, and authority to enter into and be bound by this Agreement without the approval or consent of any other third party.

**2.3** The Partner represents and warrants that he/she is qualified under applicable regulatory requirements to offer xChief's products and services, and that all actions performed will comply with applicable laws, regulations, and directives. The Partner hereby acknowledges that he/she is solely responsible for keeping him/herself updated on all matters that are related to the applicable Regulations, Laws and Directives.

**2.4** Upon registration, the Partner will be granted access to the Personal Area where he/she can access information regarding performance and commissions.

**2.5** The Partner must provide xChief with proof of identity and, where applicable, proof of address, as requested. xChief will exercise due diligence when entering into, managing, or terminating arrangements with the Partner and may provide appropriate training. The partner is obliged to take part in the given training and to act upon the information given during said training.

**2.6** When requested to do so, the Partner must provide true and complete information to xChief about his/her activities, blog website, social media profile and/or any other information directly or indirectly related to the terms of the present Agreement and notify xChief promptly in case of any changes.

**2.7** The Partner acknowledges that he/she is aware and understands the xChief 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.

**2.8** The Partner shall maintain all necessary registrations, verifications, consents and licenses required to fulfil his/her obligations under this Agreement. Furthermore, the Partner represents and warrants that he/she has the ability, sufficient resources, and capacity to enter into this Agreement and will fully comply with all applicable laws and regulations (including but not limited to financial services regulations, data protection, trademark, copyright and anti-spamming rules).

**2.9** Whenever requested, the Partner will supply details and evidence of its status and business and of the licensing and/or authorization requirements applicable to the Partner's activities at xChief request.

**2.10** The Partner hereby confirms and understands that he/she shall not be entitled to receive any type of compensation when this is linked to the Partner's personal/own trading activity with xChief, and xChief shall have the right to supervise the Partner effectively, in order to manage and/or exclude any risks that might be associated with this issue and/or any other issue related to the Partner under this Agreement and generally assess the standard performance of the Partner, retaining the necessary expertise and resources in order to do so.

**2.11** To promote and market the xChief Products and Services the Partner must use only the Promotional Material provided directly from xChief. When and if promotional materials are prepared by the Partner, the Partner shall provide these promotional materials to xChief and shall obtain prior written approval before use of such promotional materials. From the moment when such promotional materials will be prepared based on a pre-approval as stated before, such promotional material shall become a property of xChief. Promotional material, the same as landing pages and other materials prepared by Partner in due course of this Agreement, must be used only after the Partner has obtained written approval before they are launched.

**2.12** To perform the Services described in this Agreement, the Partner shall bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities related to said Services, unless the aforementioned advertisement efforts are sponsored by xChief.

**2.13** xChief holds the right to monitor the Partner's website, blog, social media profile and any other sources associated with the Partner as deemed necessary to ensure compliance with this Agreement and relevant regulations. This monitoring is to ensure that:

- a. The content is up-to-date and to enable xChief to notify the Partner of any changes that could enhance Partner's performance. The Partner is obliged to comply with said instructions;
- b. The content contains relevant and/or approved promotional materials;
- c. The content does not breach IP rights or other proprietary rights of xChief and/or any third parties;
- d. The content of the abovementioned sources is clear, fair, not misleading or aggressive;
- e. The content complies with the provisions and the spirit of this Agreement;
- f. Upon xChief's request, the Partner will provide necessary website performance data, such as aggregated analytics data and raw HTML/CSS/JavaScript files, excluding personal data, access logs, or database exports. Such data must be provided within 24 hours under applicable data protection and privacy laws;
- g. For social media platforms, the Partner shall grant xChief view-only access to activity monitoring accounts, limited to aggregated performance metrics and analytics dashboards. This can be done via screen captures or other means that do not compromise personal data or privacy.

**2.14** Any Promotional Materials developed or created by xChief and placed or used by the Partner are owned by xChief and, except for the purpose of this Agreement, must not be used by the Partner solely or in conjunction with any third party, without the prior written consent of xChief. xChief reserves the right, at any time, to review and to approve or disapprove the Partner's placement of Promotional Materials and the use of promotional links for the purpose of this Agreement. The Partner is obliged to change the use of his/her Promotional Materials and/or links according to xChief's requests.

**2.15** The Partner 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 xChief and/or the Partner Program and/or xChief Products and Services provided and/or engage in any other practice which may affect the image, credibility or reputation of xChief adversely.

**2.16** The Partner undertakes the strict responsibility not to engage in, assist with, or cause, directly or indirectly, any actions or omissions that could harm xChief or its products and services. This includes, but is not limited to:

- a. Using any website for unlawful activities or hosting content that is defamatory, violent, pornographic, unlawful, threatening, obscene, racially, ethnically, or otherwise discriminatory, or in breach of any third-party rights. The Partner shall not link to any such material;
- b. Violating any intellectual property or proprietary rights of any third party or making defamatory, harassing, deceitful, or untruthful comments and statements about xChief or its activities and business;
- c. Hosting software downloads that could potentially divert commissions from other Partners in this Partnership Program.

**2.17** The Partner will bear sole responsibility for his/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 applicable law or any third-party rights. xChief cannot be held responsible for such actions.

**2.18** xChief reserves the right, at its absolute discretion, to terminate this Agreement and the Partner's participation in the Partnership Program, detach a Client from the Partner, cancel all orders, annul all profits, and remove or deduct any Promotional Material from the Partner's or Client's account with immediate effect if it is in the interest of its Clients and does not cause severe detriment. This action may be taken if the Partner or any of their Clients are suspected or found to have committed fraud, abused the Partnership Program, attempted collusion, manipulation, arbitrage, or engaged in any other deceitful or fraudulent trading activities, breached the terms and conditions of this Agreement, violated the conditions set out in Appendix B, or breached relevant applicable Laws, Regulations, and Directives. However, xChief shall take such actions against the Partner only if there is evidence of the Partner's complicity or negligence in their Client's unlawful activities. xChief shall not be liable to the Partner for any commissions resulting from detected or suspected fraud, breach, or abuse. xChief also reserves the right to take appropriate measures against the Partner and inform its clientele of this termination through its website.

**2.19** The Partner hereby acknowledges and accepts that it is prohibited to use the Promotional Materials and/or any other information provided by xChief in order to encourage users of its website and/or Prospective Clients of xChief to entrust the Partner with funds for management and/or to offer in any way investment advisory services to Prospective Clients on behalf of xChief. xChief reserves the right to regularly verify and monitor the Partner's activities to ensure compliance with this prohibition. The Partner agrees to such monitoring and to providing all necessary information and assets upon request within 24 hours.

**2.20** The Partner must not transmit to or in any way, whether directly or indirectly, expose xChief's website, content, platform or any other of xChief Property to any computer virus or other similarly harmful or malicious material, virus or device.

**2.21** The Partner must not cause or assist by any act or omission in the creation or design of any website, which explicitly or impliedly resembles the xChief website and/or leads Clients to believe the Partner is xChief or any other Introduced business.

**2.22** The Partner shall promptly inform and/or disclose to xChief of any development and/or information or acts of a third party that has become known to the Partner that could potentially harm and/or have a material impact on xChief and/or xChief Products & Services and/or their reputation in any way and manner.

**2.23.** The Partner cannot use or register a domain name or utilize any keywords, search terms, or brand identifiers through search engine activities within any territory, that include the name 'xChief' or any similar words or phrases that may cause confusion, without xChief's prior written consent. The Partner must add brand terms as negatives and actively target the brand through any media platforms settings where applicable. This includes, but is not limited to, PPC, social media (including videos), mobile networks and display networks.

**2.24.** xChief reserves the right to request direct read-only access to any paid search account for the purposes of monitoring keyword activity and the change history of an account at any time. The Partner must grant such access within 24 hours when requested by xChief. Furthermore, the Partner agrees to grant xChief and/or the relevant authorities access to all relevant data, records, and premises as necessary under this Agreement for the purpose of efficient monitoring and compliance verification. Such access will be conducted in accordance with applicable data protection and privacy laws.

**2.25.** If the Partner acts outside the scope of this Agreement and/or is in breach of any of the provisions of the Partner Program and/or if any of the provisions of Clause 2.17 above, herein applies, xChief shall have the right to cease the cooperation and take all the necessary measures.

### 3. AFFILIATE REBATE

**3.1.** Payments to the Partner are made in accordance with the partner remuneration rates established by xChief, as stated on its website. Remuneration rates are progressive and depend on the Partner's Level.

**3.2.** Level Upgrade Requirements:

#### Level 1. Beginner

- Basic level, set by default after registration completed.

#### Level 2. Silver

- Monthly referral turnover exceeds 100 lots;
- The number of referrals is at least 5;
- The turnover from one referral does not exceed 35% of the total referral turnover.

#### Level 3. Gold

- Monthly referral turnover exceeds 250 lots;
- The number of referrals is at least 20;
- The turnover from one referral does not exceed 20% of the total referral turnover;
- Referral turnover generated by any specific robot/EA should not exceed 20% of the total referral turnover.

#### Level 4. Platinum

- Monthly referral turnover exceeds 400 lots;
- The number of referrals is at least 50;
- The turnover from one referral does not exceed 10% of the total referral turnover;
- Referral turnover generated by any specific robot/EA should not exceed 10% of the total referral turnover.

**3.2.1.** The affiliate's remuneration is paid once a week on weekends, once the trading session has ended. The amount of remuneration is calculated on the deals made within the target week: Monday 00:00:01 - Friday 23:59:59 (server time).

**3.3.** If the Partner's remuneration for any particular Client exceeds 60% of the total affiliate reward generated from other clients for the last 30 days, the Company reserves the right to temporarily suspend payments for that Client until the ratio falls back below 60%.

**3.4.** If the Partner's remuneration for any Client exceeds or equals 60% of the Client's Net Deposit (total Deposits minus Withdrawals), the Company reserves the right to suspend further payouts, until the ratio falls below 60%.

**3.5** Remuneration is not paid for trading on bonus funds.

**3.6** Remuneration will not be paid for positions closed within 3 minutes after their opening and/or if the difference between the open and close price of the position is less than the "Minimal Trade Difference" specified on the Company's website.

**3.7** If a Client of the Partner (referral) opens a promotional account or becomes eligible for any bonus or promotion offered by xChief, the standard Payment Terms shall not apply. Instead, the compensation to the Partner will be determined by xChief at a rate specified by the company.

**3.8** The Partner shall have the right to receive the varied payment terms, subject to giving such notice to xChief in writing and xChief accepting such terms.

**3.9** xChief may activate its additional incentive package called "Ambassador Pro" for its active Partners at its discretion and after xChief partnership department's proposal.

**3.10** In the xChief "Ambassador Pro" plan:

**3.10.1** xChief will pay up to 5% of the total monthly In-Out from the Partner's referrals. This incentive plan for xChief Partners will be activated upon approval by xChief's partnership department.

**3.10.2** The Partner can introduce other Partners to the company and receive an additional rebate from their income, up to 15% of the total rebate earned by the introduced Partner. Access to the multi-level partnership program is not available immediately after registration; it is only possible upon approval by the xChief partnership department.

**3.10.3** After the company's approval, the partner will receive up to \$2 CPL (Cost Per Lead) monthly for each confirmed and qualified registration.

**3.10.4** "Cost Per Acquisition" (CPA) will be paid in compliance with the following conditions:

- a: The Client has replenished his account (all the Client's deposits during the period minus the withdrawals made during the same period are considered as the net amount of the Client's deposit).
- b: The Client has created the required trading turnover (according to the conditions mentioned on the website).
- c: The CPA amount is determined based on the level set for the Partner in the "Ambassador Pro" plan table provided to the Partner.
- d: The CPA amount directly depends on each Client's total net deposit at the time of deposit.

## 4. PARTNER'S ROLES AND RESPONSIBILITIES

**4.1** The Partner will act as a mediator between xChief and his/her Clients, enhancing the quality of service offered and introducing or explaining xChief's services. As a mediator, the Partner will perform all necessary tasks to facilitate agreements between xChief and the clients, including, but not being limited to, preparatory work for concluding such agreements.

**4.2** The Partner shall assist prospective Clients in completing account registration forms for opening an account with xChief.

**4.3** The Partner shall translate documents, where needed, for xChief as well as explain to his/her Clients the services offered by xChief.

**4.4** Without prejudice to the obligations of the Partner under this Agreement, specifically the service of acting as a mediator between xChief and the prospective Client for the conclusion of a financial transaction, including the presentation and analysis of xChief's financial products, xChief shall bear no responsibility and have no liability for any advice or recommendation or decision provided by the Partner to the Client.

**4.5.** Each Client introduced to xChief by the Partner must be eligible to become a Client and must open an account with xChief, by:

**4.5.1.** Completing xChief's "Online Application Form", or if a Client is a legal entity - an offline application form;

**4.5.2.** Sending, as a minimum, documents proving the Client's identity and address; or

**4.5.3.** Providing requested legal entity's documentation, shareholders' details and directors' proof of address and identification, as a minimum, in respect of a client profile registered in the name of a Legal entity;

**4.5.4.** Accepting the Operative Agreements of xChief.

**4.6.** xChief reserves the right not to recognize any Client as introduced by the Partner if the Client does not provide the Partner identification number during the initial trading account application process or by Written Notice within five Business Days after the trading account has been opened by the Client.

**4.7.** xChief reserves the right to determine, at their sole discretion, whether or not a Client has been introduced by the Partner, if the Client's registration was not carried out in accordance with Clause 4.5.

**4.8.** Removal/Transfer of Clients:

**4.8.1.** If a Client communicates to xChief that they wish to be removed, transferred or unlinked from a Partner, xChief shall, cease paying the Partner any compensation from that moment onwards, and the Partner shall have no further rights in respect of the unlinked Client. Under no circumstances shall xChief be liable for any consequences of any such removal or transfer;

**4.8.2.** Any indication or suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity relating to the removal and/or transfer of Client(s) between Partners, shall entitle xChief, 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.

## 5. LIABILITY LIMITATIONS AND INDEMNIFICATION

**5.1.** xChief will not be liable to the Partner for 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 xChief has been advised of the possibility of such damages. Furthermore, notwithstanding anything to the contrary contained in this agreement, in no event shall xChief's cumulative liability to the Partner 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 Partner under this Agreement.

**5.2.** xChief makes no express or implied representations or warranties regarding their services, website, or the products and services provided therein. Any implied warranties of xChief's ability, fitness for a particular purpose, and non-infringement are expressly disclaimed and excluded. In addition, xChief makes no representation that the operation of their or the Partner Panel will be uninterrupted or error-free, and will not be liable for the consequences of any interruptions or errors.

**5.3.** The Partner will indemnify xChief and keep them indemnified on demand in respect of all liabilities, website costs, claims, demands and expenses of any nature whatsoever that xChief suffers or incurs as a direct or indirect result of any act of omission of the Partner in connection with its relationship with xChief, any Client introduced by the Partner to xChief, any failure by the Partner to perform any of the Partner's obligations under this Agreement, or any breach of any provision of this Agreement including, without limitations, any refusal or failure to provide any authorization as required by xChief.

**5.4.** Unless specifically provided in this Agreement, xChief shall in no circumstances be liable to the Partner for any consequential direct or indirect losses, loss of profits, loss of opportunity, costs, expenses, penalties or damages the Partner may suffer in relation to this Agreement.

**5.5** Subject to the terms of this Agreement, the Partner agrees to indemnify and hold xChief and its principals, shareholders, officers, directors, employees, agents and representatives harmless from and against any and all claims, judgments, settlements, expenses damages, costs, penalties (including those stemming from regulators) involving the Partner's activities or its Clients' accounts. This includes any and all account deficits, loss, losses and expenses (including reasonable legal fees) that the client may sustain or become liable or answerable for or shall pay, as a result of any alleged act, practice, conduct or omission of the Partner or its Principals, shareholders, officers, directors, employees, agents or representatives with respect to the Clients introduced to xChief by the Partner, insofar as such Losses (or actions in respect thereof) arise out of the breach of the Terms and Conditions of the present Agreement.

## 6. WRITTEN NOTICE

**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:

- a. email;
- b. published within the Partner Panel.

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

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

- a. if sent by email, within one hour after emailing it;
- b. b.if posted within the Partner Panel, within one hour after it has been posted.

**6.4** For the purposes of this clause, "business hours" means the time between 06:00 and 16:00 GMT on a Business Day (Monday to Friday).

## 7. AMENDMENT AND TERMINATION

**7.1** The Partner acknowledges that xChief has the right to unilaterally modify the terms of this Agreement with written notice at any time, giving the Partner three days to either comply with said changes or to terminate their partnership with written notice of their own.

**7.2** The Partner may terminate this Agreement with immediate effect by giving written notice to xChief.

**7.3** xChief may terminate this Agreement at their own discretion with immediate effect by giving written notice to the Partner.

**7.4** Upon termination of the Agreement, the Partner is obliged to return all promotional marketing giveaways to xChief and withdraw any Promotional Material.

**7.5** Termination of this Agreement will result in the immediate termination of the compensation arrangement outlined herein. However, any existing legal rights and obligations that arose prior to termination will remain unaffected.

## 8. PERSONAL DATA AND CALL RECORDING

**8.1** xChief may process, use, store or otherwise process personal information provided by the Partner, in accordance with applicable data protection laws and regulations.

**8.2.** By entering into this Agreement, the Partner consents to the transmittal of the Partner's personal data (and/or has obtained consent from individuals working on the Partner's behalf) outside the European Economic Area.

**8.3.** The Partner agrees that xChief may share information provided by the Partner to third parties to assist xChief in processing and/or analyzing the relevant information as part of fulfilling xChief's obligations under this Agreement. If the Partner does not consent to the transmission or processing of their personal data for these purposes, the Partner must provide xChief with written notice.

**8.4.** Such personal data may also be used for marketing purposes, or to conduct research for xChief or other companies in its group that may use the personal data to bring to the attention of the Partner products and services that may be of interest to the Partner. If the Partner does not wish the Partner's personal data to be used for such purposes, the Partner shall give xChief a Written Notice.

**8.5.** Telephone conversations and other forms of electronic communication between the Partner and xChief may be recorded, monitored or otherwise processed. The Partner, by entering into this Agreement, expressly consents to the above. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of xChief and will be accepted by the Partner as conclusive evidence of the instructions or conversations so recorded. The Partner agrees that xChief may deliver copies of transcripts of such recordings to any court, regulatory or government authority. A copy of the records kept in accordance with this clause shall be provided to the Intermediary upon request and shall be kept for a period of seven years from the date of creation of the record.

## 9. PROPRIETARY PROPERTY

**9.1.** Subject to the terms and conditions of this Agreement, xChief hereby grants the Partner, for the duration of this Agreement, a non-exclusive and revocable license to use its Proprietary Property.

**9.2.** Proprietary Property, regardless of the author, shall remain the sole property of xChief and shall be accounted for and returned by the Partner to xChief on demand. It is expressly understood that the Partner's license to the use or possession of Proprietary Property is to fulfil its obligations to xChief under this Agreement and that the Partner has no other right or proprietary interest in the Proprietary Property other than the license provided in this clause.

**9.3.** In the event of the termination of this Agreement for any reason, the Partner will promptly surrender, and deliver to xChief its Proprietary Property, including but not limited to, all materials, equipment, documents and data pertaining to its relationship with, or to any Proprietary Information of xChief, including all copies thereof.

**9.4.** The Partner agrees to indemnify xChief and keep them 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 Property infringement claim or other claim relating to the provision of services supplied by the Partner to xChief during the course of this Agreement.

## 10. FORCE MAJEURE

**10.1.** xChief shall not be liable for the non-performance or improper performance of their obligations under this Agreement, should xChief become prevented from or unable to do so due to a Force Majeure event. Such events include, without limitation, any Government actions, the outbreak or threat of war or hostilities, 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, including earthquakes, hurricanes, typhoons, floods, fires, epidemics or other natural disasters; labor disputes not involving xChief's workforce; discontinuance or suspension of the operation of any market operations; communication failures with market makers, malfunctioning and/or non-operation of any computer transaction system due to mechanical defects or failures communication line faults or stoppages, 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 xChief 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 a direct effect in the regulated markets, including, without limitation, any illegitimate actions beyond xChief's control that xChief is not in a position to prevent.

**10.2** If xChief determines, in their reasonable opinion, that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) xChief may, without the prior written notice and at any time, take or omit to take any actions they deem to be reasonably appropriate in these circumstances.

## 11. MISCELLANEOUS

**11.1** In the event that a situation arises that is not covered under this Agreement, xChief 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.

**11.2** No single or partial exercise of nor any failure or delay in exercising any right, power or remedy by xChief under these terms or at law shall constitute a waiver by xChief of such right, power, or remedy, nor shall it impair or preclude any further exercise thereof under this Agreement or at law.

**11.3** xChief, at its absolute discretion, may release, compound, compromise, or postpone any liability of the Partner under this Agreement, in whole or in part, without affecting any rights regarding any liability not so waived, released, compounded, compromised, or postponed. A waiver by xChief of a breach or default under this Agreement does not constitute a waiver of any other breach or default and shall not affect any other terms. Additionally, a waiver by xChief of a breach or default does not prevent xChief from subsequently requiring compliance with the waived obligation.

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

**11.5** Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Partner and xChief.

**11.6** The Partner shall not represent themselves as an agent of xChief and will have no authority or power to bind xChief or to contract in the name of, or create any liability against xChief.

**11.7** The Partner agrees to inform xChief about all potentially damaging or risk-inducing facts and circumstances that arise at any point during the course of this agreement immediately once he/she becomes aware of them.

**11.8** xChief may assign its rights and obligations under 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 after five Business Days following the day the Partner is deemed to have received notice of the assignment in accordance with this Agreement.

**11.9** If any term of this Agreement (or any part thereof) is held by a court of competent jurisdiction to be unenforceable for any reason, that term shall be deemed severable and will not form part of this Agreement. In such an event, the enforceability of the remainder of this Agreement shall not be affected.

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

**11.11** The Partner shall inform xChief of any other business activities entered into by the Partner during the term of this Agreement and shall provide xChief with information, as requested, regarding such activity.