# TACTOFX PARTNER TERMS AND CONDITIONS

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# 1. INTRODUCTION

## 1.1 Purpose of These Partner Terms and Conditions

These Partner Terms and Conditions govern the relationship between TactoFX and any introducing broker, affiliate, business partner, referral partner, marketing representative, influencer, educator, institutional collaborator, white-label partner, or other independent party participating in any TactoFX partnership, referral, promotional, or commercial program.

This Agreement defines the rights, responsibilities, obligations, restrictions, operational standards, compliance requirements, compensation structures, and business expectations applicable to all Partners working with TactoFX.

By registering, promoting, referring clients, participating in any partner program, or otherwise collaborating with TactoFX, the Partner acknowledges that they have read, understood, and agreed to be legally bound by this Agreement.

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# 2. NATURE OF THE RELATIONSHIP

## 2.1 Independent Contractor Relationship

The Partner acts solely as an independent contractor.

Nothing in this Agreement shall create:

- an employer-employee relationship;
- a joint venture;
- an agency relationship;
- a franchise;
- a fiduciary relationship;
- or a legal partnership between the Parties.

The Partner shall not represent themselves as:

an employee of TactoFX;
an authorized financial advisor of TactoFX;
or a representative authorized to bind the Company legally.

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## 2.2 No Authority to Bind the Company

Partners shall not:

enter agreements on behalf of TactoFX;
make promises or guarantees;
alter Company terms;
negotiate legal arrangements;
or assume liabilities on behalf of the Company.

Any unauthorized representation may result in immediate termination.

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# 3. ELIGIBILITY REQUIREMENTS

## 3.1 Eligibility Criteria

To participate in any TactoFX partner program, the Partner must:

be legally capable of entering contracts;
comply with applicable laws;
provide accurate registration information;
maintain professional conduct;
and satisfy any verification requirements requested by the Company.

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## 3.2 Verification and Due Diligence

TactoFX reserves the right to conduct verification procedures including:

identity verification;
compliance reviews;
business validation;
source-of-traffic analysis;
anti-money laundering checks;
and reputational assessments.

The Company may reject or terminate any Partner application at its sole discretion.

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# 4. PARTNER RESPONSIBILITIES

## 4.1 Ethical Conduct

Partners must conduct business honestly, ethically, professionally, and transparently.

Partners shall not engage in:

- misleading advertising;
- deceptive promotions;
- false claims;
- manipulation;
- abusive marketing;
- impersonation;
- or fraudulent conduct.

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## 4.2 Accurate Representations

Partners may only use marketing materials, statements, and information approved or authorized by TactoFX.

Partners shall not:

- guarantee profits;
- guarantee investment returns;
- misrepresent trading risks;
- provide unauthorized investment advice;
- or make misleading financial claims.

All promotions must clearly acknowledge that leveraged trading involves substantial risk.

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## 4.3 Compliance with Laws

Partners are responsible for complying with:

- advertising regulations;
- financial promotion laws;
- anti-spam regulations;

consumer protection laws;
privacy regulations;
sanctions laws;
and all applicable local legal requirements.

The Partner bears sole responsibility for ensuring legality within their jurisdiction.

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# 5. CLIENT REFERRALS

## 5.1 Referral Activities

Partners may refer prospective clients to TactoFX using approved promotional methods.

Referral methods may include:

websites;
educational content;
social media;
digital marketing;
seminars;
webinars;
influencer campaigns;
and networking activities.

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## 5.2 Ownership of Referred Clients

All clients referred to TactoFX remain clients of TactoFX.

The Company retains sole authority regarding:

account approval;
compliance reviews;
account suspension;
operational decisions;
and trading services.

Partners do not obtain ownership rights over referred clients.

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## 5.3 Client Acceptance Discretion

TactoFX reserves the right to:

- accept;
- reject;
- suspend;
- or terminate any client account

without obligation to explain its decision to the Partner.

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# 6. MARKETING AND PROMOTIONAL RULES

## 6.1 Approved Marketing Materials

Partners may only use:

- approved logos;
- approved banners;
- official Company materials;
- and authorized promotional content.

Unauthorized modification of branding materials may be prohibited.

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## 6.2 Restricted Marketing Practices

Partners shall not engage in:

- spam marketing;
- misleading advertising;
- false testimonials;
- fake reviews;
- click fraud;
- trademark abuse;
- misleading SEO practices;
- impersonation;
- or illegal advertising methods.

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## 6.3 Risk Disclosure Obligations

Partners must ensure that promotional materials clearly communicate that:

Forex and CFD trading involve substantial risk;
losses may exceed expectations;
and leveraged trading is not suitable for all investors.

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## 6.4 Prohibition on Financial Advice

Unless specifically authorized in writing and legally permitted, Partners shall not:

provide investment advice;
manage investments;
recommend trades;
or guarantee trading performance.

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# 7. PARTNER COMPENSATION

## 7.1 Compensation Models

TactoFX may offer compensation structures including:

CPA commissions;
revenue sharing;
spread sharing;
hybrid models;
referral bonuses;
volume incentives;
or performance-based arrangements.

Compensation terms may vary depending on program structure.

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## 7.2 Calculation of Commissions

Commissions may be calculated based on factors including:

trading volume;
spreads generated;
qualifying deposits;
active client status;

account activity;
or other operational metrics.

The Company reserves the right to determine commission calculations according to internal procedures.

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## 7.3 Commission Adjustments

TactoFX may adjust, withhold, reverse, or cancel commissions in cases involving:

fraudulent activity;
abusive trading;
self-referrals;
duplicate accounts;
chargebacks;
compliance violations;
suspicious activity;
or breaches of this Agreement.

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## 7.4 Payment Procedures

Commission payments may be subject to:

minimum payout thresholds;
verification procedures;
tax documentation;
compliance reviews;
and payment processing schedules.

Payment delays may occur during investigations or compliance reviews.

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# 8. PROHIBITED ACTIVITIES

## 8.1 Fraudulent Conduct

Partners are strictly prohibited from engaging in:

fraud;
money laundering;

deceptive conduct;
fake traffic generation;
identity manipulation;
bonus abuse;
or unauthorized account activity.

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### 8.2 Self-Referral Restrictions

Partners may be prohibited from:

referring themselves;
referring related accounts;
creating duplicate accounts;
or manipulating referral systems.

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### 8.3 Misrepresentation

Partners shall not falsely represent:

regulatory status;
licensing claims;
guaranteed profitability;
Company services;
or trading performance.

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### 8.4 Intellectual Property Abuse

Partners shall not misuse Company intellectual property including:

logos;
trademarks;
branding;
proprietary content;
website materials;
or copyrighted assets.

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# 9. BEST EXECUTION STATEMENT

## 9.1 Commitment to Best Execution

TactoFX is committed to implementing commercially reasonable procedures designed to support “Best Execution” principles for client orders.

The Company seeks to execute trades at the most favorable prices reasonably available under prevailing market conditions while considering:

price;
speed;
liquidity;
execution likelihood;
market conditions;
and operational reliability.

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## 9.2 Market Conditions and Limitations

Partners acknowledge and agree that:

market volatility may impact execution;
slippage may occur;
spreads may widen;
liquidity conditions may change rapidly;
and execution prices may differ from displayed prices.

Best Execution does not guarantee:

exact pricing;
uninterrupted liquidity;
zero slippage;
or guaranteed execution outcomes.

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## 9.3 Fair Treatment of Clients

TactoFX seeks to maintain operational standards designed to:

process client orders fairly;
reduce execution bias;
maintain pricing transparency;
and support consistent execution practices.

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# 10. INTELLECTUAL PROPERTY

## 10.1 Ownership Rights

All Company intellectual property remains the exclusive property of TactoFX including:

- trademarks;
- logos;
- websites;
- software;
- trading platforms;
- content;
- graphics;
- educational materials;
- and proprietary systems.

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## 10.2 Limited License

Partners may receive a limited, revocable, non-exclusive right to use approved marketing materials solely for authorized promotional purposes.

The Company may revoke such permission at any time.

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# 11. CONFIDENTIALITY

## 11.1 Confidential Information

Partners may receive confidential information relating to:

- business operations;
- client information;
- marketing strategies;
- pricing structures;
- compensation terms;
- technology systems;
- and internal procedures.

Partners agree to maintain strict confidentiality.

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## 11.2 Restrictions on Disclosure

Partners shall not disclose confidential information to unauthorized parties without prior written consent from TactoFX.

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# 12. DATA PROTECTION AND PRIVACY

## 12.1 Privacy Compliance

Partners handling personal information must comply with applicable privacy and data protection laws.

Partners shall implement reasonable safeguards designed to protect:

- personal data;
- confidential information;
- and client records.

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## 12.2 Prohibition on Unauthorized Data Use

Partners shall not:

- sell client data;
- misuse personal information;
- distribute confidential records;
- or engage in unauthorized data processing.

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# 13. TERMINATION

## 13.1 Termination Rights

TactoFX reserves the right to suspend or terminate any Partner relationship at any time, with or without cause.

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## 13.2 Immediate Termination Events

The Company may immediately terminate this Agreement in cases involving:

fraud;
regulatory violations;
deceptive marketing;
reputational harm;
abusive conduct;
or material breaches of this Agreement.

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## 13.3 Effect of Termination

Upon termination:

marketing permissions may cease immediately;
access to systems may be revoked;
outstanding investigations may continue;
and unpaid commissions may be reviewed according to compliance procedures.

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# 14. LIMITATION OF LIABILITY

## 14.1 No Guarantee of Revenue

TactoFX does not guarantee:

commission income;
business success;
profitability;
referral conversions;
or uninterrupted operations.

Partner earnings depend on numerous market and operational factors.

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## 14.2 Limitation of Company Liability

To the maximum extent permitted by law, TactoFX shall not be liable for:

indirect losses;

lost profits;
reputational damage;
business interruption;
or consequential damages arising from the Partner relationship.

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# 15. FORCE MAJEURE

TactoFX shall not be liable for delays or failures resulting from circumstances beyond reasonable control including:

natural disasters;
war;
cyberattacks;
telecommunications failures;
government actions;
pandemics;
exchange disruptions;
banking interruptions;
or infrastructure failures.

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# 16. REGULATORY COMPLIANCE

## 16.1 Compliance Responsibilities

Partners acknowledge that financial services activities may be subject to regulatory oversight.

Partners agree to cooperate with reasonable compliance requests including:

documentation requests;
verification procedures;
and operational reviews.

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## 16.2 Regulatory Restrictions

TactoFX reserves the right to restrict partner activities in jurisdictions where:

promotions may be prohibited;

licensing requirements exist;
or regulatory risks are identified.

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# 17. AMENDMENTS

TactoFX reserves the right to amend, modify, or update these Terms and Conditions at any time.

Updated versions become effective upon publication on the official website.

Continued participation constitutes acceptance of revised terms.

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# 18. GOVERNING LAW

This Agreement shall be governed according to the applicable laws and jurisdiction determined by TactoFX operational and legal structure.

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# 19. CONTACT INFORMATION

For partnership-related inquiries, Partners may contact:

## TactoFX Partnership Department

Email:
Website: www.tactofx.com

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# FINAL STATEMENT

TactoFX seeks to maintain professional, transparent, and ethical relationships with all Partners while implementing operational standards designed to support fair client treatment, responsible marketing practices, and commercially reasonable execution standards.

Partners are expected to uphold integrity, professionalism, compliance, and responsible conduct in all promotional and business activities associated with TactoFX.