

BINANCE AFFILIATE PROGRAM STANDARD TERMS

Version 2

Effective Date of entry into force: 1 July 2026

The Binance Affiliate Program Standard Terms (“**Program Terms**”) form an agreement between you and Binance (“**Agreement**”). The Agreement applies to your participation in the Binance Affiliate Program (“**Program**”). If you are participating or registering on behalf of a business, then the term “you” means such business, and you represent and warrant that you have the authority to bind that business to this Agreement. In this Agreement, “**Binance**”, “**we**”, or “**us**” means:

- (1) **Nest Exchange Limited**, a Recognised Investment Exchange regulated by the Financial Services Regulatory Authority of the Abu Dhabi Global Market (“**ADGM**”), with a registered address Addax Tower, Office 4606, Al Reem Island, Abu Dhabi, UAE,
- (2) **Nest Clearing and Custody Limited**, a Recognised Clearing House regulated by the Financial Services Regulatory Authority of the ADGM, with an additional stipulation for Providing Custody, with a registered address Addax Tower, Office 4606, Al Reem Island, Abu Dhabi, UAE, and
- (3) **Nest Trading Limited**, an Authorised Person holding Financial Services Permissions (“**FSPs**”) from the Financial Services Regulatory Authority of the ADGM to carry on Dealing in Investments as Principal, Dealing in Investments as Agent, Arranging Deals in Investments, Managing Assets, Providing Money Services, and Arranging Custody, with a registered address Addax Tower, Office 4607, Al Reem Island, Abu Dhabi, UAE.

By participating or registering to participate in the Program, or otherwise indicating your acceptance of this Agreement (such as by clicking a button or checking a box on a web page), you agree to this Agreement, which may be amended from time to time by Binance, including the terms set out in the [Affiliate Program Guide](#) (the “**Program Terms**”). The Program Terms in their entirety are incorporated by reference into this Agreement, and also govern your access to and participation in the Affiliate Program. In the event of any conflict between this Agreement and the Program Terms, the provisions of this Agreement shall supersede and control.

These Program Terms are supplemental to, form part of and are subject to the [Binance Terms of Use](#) (as updated and amended from time to time, the “**Terms of Use**”). Capitalised terms used in these Program Terms but not defined shall have the same meaning as in the Terms of Use.

AFFILIATE PROGRAM INTRODUCTION

The Program offers contracted participants (“**Affiliates**”) the opportunity to get paid different commission rates, by means of inviting new users to register and trade on Binance, in accordance with the terms of this Agreement, including the Program Terms (collectively, “**Program Activities**”). This Agreement gives you the right to conduct Program Activities through your contracted participation in the Program.

1. DEFINITION AND INTERPRETATION

In this Agreement (including the Affiliate Program Introduction) unless the context otherwise requires, the provisions in this Clause 1 apply:

1.1 Definitions

“**Associate**” means, in respect of a person, any other person which directly or indirectly Controls, is Controlled by, or is under common Control with, that person from time to time;

“**Affiliate Image**” has the meaning ascribed to it in Clause 7.2;

“**Anti-Bribery Laws**” has the meaning ascribed to it in Clause 12.18.1;

“**Business Day**” means a day, other than a Saturday or public holiday in the jurisdiction in which the Affiliate is domiciled or incorporated and the jurisdiction in which Binance is incorporated when banks in these jurisdictions are open for business;

“**Code of Conduct**” means Binance’s code of conduct as set out in Schedule 1 of this Agreement which may be amended from time to time by Binance at its sole and absolute discretion;

“**Commissions**” means the fees payable to the Affiliate as described in the Program Terms;

“**Confidential Information**” has the meaning ascribed to it in Clause 9.1;

“**Control**” means, in respect of a person, the holding, or controlling, in each case, directly or indirectly, of shares or any similar rights of ownership in that person bearing the majority of voting rights attaching to all the shares or other rights of ownership in that person or having the power to direct or cause the direction and management of the policies of that person whether as a result of the ownership of shares, control of the board of directors, contract or any power conferred by the articles of association or other constitutional documents of such person, and “**Controlling**” and “**Controlled**” shall be construed accordingly;

“**Effective Date**” means the date upon which this Agreement is executed (i.e. the date on which the Affiliate accepts the Agreement);

“**FSRA**” means the ADGM Financial Services Regulatory Authority;

“**Governmental Body**” means any national, federal, regional, provincial, state, county, city, local or foreign government, or any court, tribunal or arbitrator or any regulatory or supervisory authority, agency, ministry, commission, branch, department, division, body, official or instrumentality thereof, in each case being of competent jurisdiction and “**Governmental Bodies**” shall be construed accordingly;

“**Marketing Material**” includes, without limitation, any invitation or inducement to engage in investment activity or to use services offered, including marketing campaign documents, online content, social-media communications, advertisements, banners, or influencer posts;

“**Party**” means a party to the Agreement;

“**Restricted Country**” means any country, territory, or jurisdiction in which the marketing or promotion of Binance’s products or services is restricted or prohibited, as notified by Binance to the Affiliate from time to time and as further described in the Affiliate Program [Restricted Countries Guide](#) (as updated from time to time);

“**Term**” has the meaning ascribed to it in Clause 3; and

“**VAT**” means value-added tax or other similar tax (including goods and services tax and sales tax).

1.2 In this Agreement:

1.2.1 unless the context otherwise requires or permits, references to the singular will include the plural;

1.2.2 no rule of construction applies to the disadvantage of a **Party** because that Party was responsible for the preparation of this Agreement or any part of it;

1.2.3 clause headings are for ease of reference only and are not intended to be part of or to affect the meaning, interpretation, or construction of any of the terms and conditions of this Agreement;

1.2.4 any reference to persons, includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

1.2.5 a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments, or other subordinate legislation made under the relevant statute;

1.2.6 any reference to a statute, statutory provision, subordinate legislation, code or guideline ("**Legislation**") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and

1.2.7 any phrase introduced by the terms "including", "include", "in particular", "for example", "such as" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. PERFORMANCE

Unless expressly stated otherwise in an addendum, you will be solely responsible for determining the most effective manner and methods to conduct Program Activities, including determining when (i.e., the days and times), where (i.e., the particular venue or location), and how to conduct Program Activities, and the frequency with which you do so, in accordance with the Program Terms. Except as expressly set forth in this Agreement, including the Program Terms, Binance will not control the manner or prescribe the method you use to conduct Program Activities contemplated by this Agreement.

Unless otherwise expressly stated in an addendum, you will be solely responsible for all costs and expenses of doing business, including all payments, all taxes, and other business expenses that may be incurred in connection with the Program Activities.

3. COMMENCEMENT AND DURATION

The Agreement will take effect on the Effective Date. Unless expressly stated otherwise in an addendum, the Term of this Agreement will continue until terminated by you or us as set forth in this Agreement.

4. COMMISSIONS AND PAYMENT

4.1 Unless expressly stated otherwise in an addendum, Binance will pay to the Affiliate the Commissions (if any) in accordance with the Program Terms, all of which are exclusive of VAT, if applicable.

4.2 If required by the Affiliate for tax purposes or otherwise requested by Binance, the Affiliate shall submit invoices for the Commissions, plus VAT if applicable, to Binance.

4.3 Any VAT imposed by any government, statutory, or tax authority shall be borne by the Affiliate, as the case may be. If Binance is required by Applicable Law to withhold taxes from its payments and remit such taxes to the local taxing jurisdiction, then Binance will pay the net amount after the taxes have been withheld and provide to the Affiliate a copy of the official tax receipt upon request.

4.4 If the Affiliate breaches any of its obligations in this Agreement or the Code of Conduct, Binance reserves the right to withhold any Commissions due to the Affiliate and to recover from the Affiliate any amount of the payments that Binance had previously made under this Agreement to the Affiliate before such breach. Without limiting the foregoing, where a breach of Clause 5.1.7 results in Binance incurring regulatory liability, fines, or enforcement action in any Restricted Country, Binance reserves the right to recover from the Affiliate the full amount of any such regulatory costs, fines, or losses attributable to that breach, in addition to any Commissions withheld or recovered under this Clause 4.4.

5. AFFILIATE'S OBLIGATIONS

5.1 The Affiliate agrees to:

5.1.1 provide and maintain accurate, complete, and up-to-date information when registering for the Program and in his Program account (dashboard) once registered for the Program. Binance reserves the right to decline your registration. You are responsible for all activity that occurs under your Program account. Unless otherwise permitted by Binance, you may only possess one Program account and may not register for an additional Program account;

5.1.2 act solely in accordance with Binance's Code of Conduct as set out in Schedule 1 and in compliance with all Applicable Law (including any applicable advertising, social media, and/or competition regulations and guidelines issued by the applicable Government Bodies, specifically the ADGM FSRA) and online platforms' terms and conditions and policies (including community guidelines). If you are a business, you will ensure that your employees, personnel, Associates, and agents comply with this Agreement, including the Program Terms, and you will be responsible for their conduct in connection with this Agreement;

5.1.3 inform Binance immediately of any criminal prosecution or other complaint brought against them after the Effective Date and of any actual or likely press speculation or inquiry into them, their personal or business affairs, or publication in relation to such matters;

5.1.4 inform Binance as promptly as reasonably practicable of any material developments or changes in the circumstances or activities of the Affiliate which could reasonably be expected to adversely impact Binance;

5.1.5 promptly comply with any instructions, notices, or directives issued by Binance in relation to compliance with Applicable Law, including any amendments or updates required to ensure that Marketing Materials or Program Activities remain consistent with regulatory requirements or Binance's internal compliance policies; and

5.1.6 maintain accurate and complete records of all Marketing Materials for a period of at least six (6) years from the date on which the Marketing Material was last provided to a person, and must make such records available to Binance promptly upon request.

5.1.7 refrain from directly, or indirectly, targeting, directing, or knowingly facilitating the targeting or directing of, any Marketing Material or Program Activities at any person located in or accessing Binance's services from a Restricted Country. For the purposes of this Clause 5.1.7:

(a) "targeting" includes, without limitation: the use of geo-targeted advertising; the use of language, currency, or other content primarily associated with a Restricted Country; the active solicitation of users known or believed to be located in a Restricted Country; and any act or omission which Binance reasonably determines constitutes targeting of users in a Restricted Country;

(b) the Affiliate shall, on a regular basis and always prior to publishing or disseminating any Marketing Material, consult the Affiliate Program [Restricted Countries Guide](#) to confirm which jurisdictions are then-current Restricted Countries and to understand what conduct constitutes targeting of users in those jurisdictions; and

(c) the Affiliate shall immediately remove, withdraw, or modify any Marketing Material or Program Activity that Binance notifies the Affiliate is targeting, or is reasonably likely to be targeting, users in a Restricted Country.

6. AFFILIATE'S WARRANTIES AND INDEMNITY

6.1 The Affiliate warrants, represents, and undertakes to Binance that:

6.1.1 the Affiliate has the legal capacity and is free contractually to enter into and to perform this Agreement and has not entered and will not enter into any professional, legal or other commitment which would or might conflict with or prevent him doing so;

6.1.2 in the event the Affiliate is a natural person, the Affiliate is 18 years of age or older and agrees to provide Binance with identification to confirm their age if required to do so by Binance;

6.1.3 the Affiliate does not have any unspent criminal convictions of any kind subsisting at the Effective Date;

6.1.4 the Affiliate has not posted or published any materials on any platforms and/or expressed in writing or on audio record any materials which are regarded by Binance in its sole and absolute discretion as discriminatory, racist, homophobic, sexist or extremist (whether political or religious);

6.1.5 the Affiliate has not used paid followers, bots, or other forms of technology to artificially inflate their follower numbers or make posts appear more popular;

6.1.6 the Affiliate's content (save to the extent that it incorporates material provided by Binance) will not infringe the copyright or any other rights of any third party and is compliant with the Code of Conduct in Schedule 1;

6.1.7 the Affiliate's content will not contain any defamatory matter nor breach any contract or law nor breach any duty of confidentiality, infringe any copyright or data protection rights, nor constitute contempt of court or obscenity;

6.1.8 the rights the Affiliate has granted to Binance are vested in the Affiliate absolutely and the Affiliate has not previously assigned, licensed or in any way encumbered them (save under the terms of use of the social media platform where the copyright works are posted) and the Affiliate agrees not to do so in the future; and

6.1.9 the Affiliate has disclosed in writing to Binance all material facts that are relevant to their engagement as Binance's Affiliate, including the nature and duration of past and existing endorsement agreements between the Affiliate and third parties and endorsement agreements that are likely to be concluded during the Term.

6.2 The Affiliate shall indemnify Binance against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs, and all other professional costs and expenses) suffered or incurred by Binance arising out of or in connection with any third-party claims or any action, adjudication or decision taken against Binance by any Government Body, in each case, directly or indirectly arising (in whole or in part) out of any breach of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 During the Term, you may use the Binance Trademarks (as defined below) that are specified by Binance for your use solely to create and use your own promotional content for the Program Activities, in accordance with this Agreement and the trademark guidelines and other instructions as Binance may make available to you from time to time, but subject to Binance's prior written approval of the promotional content you create. You may not use such promotional content you create without Binance's approval.

7.2 You grant to Binance a perpetual, irrevocable, sublicensable, royalty-free license, during and after the Term of this Agreement, to reproduce, distribute, display, perform, modify, and otherwise use any text, images, videos, or other content (including promotional content) that you create or publish in connection with the Program Activities (collectively, the "**Affiliate Image**"), for any marketing, promotional or internal business purposes, without attribution or further compensation to you.

7.3 Binance's trademarks (including, but not limited to the "Binance" Trademark), service marks, trade dress, logos, and any other indicia of the source of Binance's goods or services ("**Binance Trademarks**") are all the property of Binance. Your limited right to use the Binance Trademarks in connection with the Program Activities does not give you any right, title, or ownership interest with respect to the Binance Trademarks. All goodwill arising from your use of the Binance trademarks in connection with Program Activities, as permitted pursuant to the Agreement, will endure to the benefit of Binance.

7.4 You agree and acknowledge that your Affiliate Image will be of the highest quality. Should the quality of the Program Activities you conduct fall below a standard deemed acceptable by Binance, Binance reserves the right to terminate your permission to use the Binance Trademarks if the quality is not restored within a reasonable time.

8. PUBLICITY AND ANNOUNCEMENT

8.1 The Affiliate agrees to refer all enquiries from the media and other third parties received by them concerning Binance or this Agreement to such representatives of Binance as may be notified by Binance to the Affiliate.

8.2 The Parties shall co-operate in good faith on all announcements regarding this Agreement and/or the Program Activities. The Affiliate shall not issue any announcement regarding this Agreement and/or the Program Activities or use any Binance Trademarks, without first consulting and obtaining the written approval of Binance.

9. CONFIDENTIALITY

9.1 The Parties recognize that each Party has a legitimate interest in maintaining confidentiality regarding this Agreement, the subject matter of this Agreement or any other agreements, documents, or transactions referred to or contemplated herein and all trade secrets, confidential and/or proprietary knowledge or information of each other Party and its Associates which that Party may receive or obtain as a result of entering into or performing its obligations under this Agreement (collectively, “**Confidential Information**”).

9.2 Subject to Clause 8 and Clause 9.3, each Party undertakes to the other Parties that it shall keep the Confidential Information in the strictest confidence, and shall not, without the prior written consent of the Party disclosing the Confidential Information, use or disclose to any person Confidential Information, information relating to this Agreement or the transactions contemplated hereunder it has or acquires or information which by its nature ought to be regarded as confidential (including without limitation, any business information in respect of the other Party which is not directly applicable or relevant to the transactions contemplated by this Agreement.

9.3 Clause 9.2 shall not prohibit disclosure or use of any Confidential Information if and to the extent:

9.3.1 the disclosure or use is required by law, any regulatory body, or any stock exchange on which the shares of either party (or its holding company) are listed;

9.3.2 the disclosure or use is required to vest the full benefit of this Agreement in the Parties;

9.3.3 the disclosure or use is required for the purpose of any arbitral or judicial proceedings arising out of this Agreement or any other agreement entered into under or pursuant to this Agreement;

9.3.4 the disclosure is made to professional advisers or Associates of any Party on a need-to-know basis and on terms that such professional advisers or Associates undertake to comply with the provisions of Clause 9.2 in respect of such information as if they were a party to this Agreement;

9.3.5 the information is or becomes publicly available (other than as a result of any breach of confidentiality);

9.3.6 the disclosing Party has given prior written approval to the disclosure or use; and

9.3.7 the Confidential Information is already in the lawful possession of the Party receiving such information (as evidenced by written records) at the time of disclosure.

10. LIMITATION OF LIABILITY

10.1 References to liability in this Clause 10 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution, or otherwise.

10.2 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence; and fraud or fraudulent misrepresentation.

10.3 Subject to Clause 10.2,

10.3.1 Binance's total liability to the Affiliate under this Agreement shall not exceed the Commissions payable by Binance to the Affiliate under this Agreement;

10.3.2 Binance shall not have any liability to the Affiliate for:

- loss of profits;
- loss of sales or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of use or corruption of software, data, or information;
- loss of or damage to goodwill; or
- indirect, incidental, special, or consequential loss.

10.3.3 Binance shall have no liability for loss of publicity or loss of opportunity to enhance the Affiliate's reputation, even if Binance delays or abandons the Program.

11. TERMINATION

11.1 Binance may terminate this Agreement, effective immediately, without cause or upon any breach of this Agreement and/or the Program Terms by the Affiliate. Upon termination, your rights as set forth in this Agreement will immediately terminate and you will immediately cease conducting all Program Activities.

11.2 The Affiliate may terminate this Agreement in its entirety without cause by giving fifteen (15) days' written notice to Binance.

11.3 Any outstanding payment obligations and Clauses 9 (Confidentiality), 10 (Limitation of Liability), 11 (Termination), and 12 (Other Provisions) shall survive the expiry or termination of this Agreement.

12. OTHER PROVISIONS

12.1 Further Assurances

Each of the Parties shall, and shall use reasonable endeavors to procure and ensure that any necessary third party shall, from time to time execute such documents and perform such acts and things as any of the Parties may reasonably require to give each of the Parties the full benefit and effect of this Agreement.

12.2 Whole Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any other previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

12.3 Reasonableness

Each of the Parties confirms it has received independent legal advice relating to all the matters provided for in this Agreement and agrees that the provisions of this Agreement are fair and reasonable.

12.4 Time of Essence

Any time, date, or period mentioned in any provision of this Agreement may be extended by mutual agreement in writing between the Parties in accordance with this Agreement or by agreement in writing but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid time shall be of the essence.

12.5 Release, Indulgence, Waiver, etc.

12.5.1 Any liability to any Party under this Agreement may in whole or in part be released, compounded or compromised, or time or indulgence given, by it in its absolute discretion as regards the other Party under such liability without in any way prejudicing or affecting its rights against such other Party in any other respect.

12.5.2 No failure on the part of any Party to exercise and no delay on the part of any Party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or any other right or remedy.

12.6 Assignment

Unless otherwise expressly provided in this Agreement, the Affiliate shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of their rights and obligations under this Agreement unless Binance has given prior written approval. Binance may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without reference to the Affiliate.

12.7 Remedies

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

12.8 Third-Party Rights

A person who is not a party to this Agreement has no right to enforce any term of, or enjoy any benefit under, this Agreement.

12.9 Variation

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each Party.

12.10 Costs and Expenses

Each Party shall pay its own taxes, legal, professional, and other costs and expenses in connection with the negotiation, execution and performance of this Agreement.

12.11 Notices

Any notice required under this Agreement shall be given in writing, in the English language, and sent to the address or e-mail address of the other Party as set out above, or such other address or number as shall have been notified to the other Party in accordance with this provision. Notices shall be sent by electronic transmission. If sent by electronic transmission, upon confirmation of complete receipt being given by the intended receiving Party.

12.12 Invalidity

12.12.1 If any provision in this Agreement shall be held to be illegal, invalid, or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid, and enforceable and gives effect to the commercial intention of the Parties.

12.12.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 12.12.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity, and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under Clause 12.12.1, not be affected.

12.13 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties may enter into this Agreement by executing any such counterpart.

12.14 Translation

This Agreement may be translated into another language. However, in the event of any inconsistency between the English language version and a translated version, this English version will at all times prevail and take precedence. Any translation must include a provision to the same effect as this Clause 12.14.

12.15 Electronic Signature

To the extent permitted by Applicable Law, the Parties agree that this Agreement may be executed by way of electronic signatures and delivered via electronic transmission and that this Agreement, or any part thereof, shall not be denied legal effect, validity, or enforceability solely on the ground that it is in the form of an electronic record. The Parties further agree that they shall not dispute the validity, accuracy, legal effectiveness or authenticity, or enforceability of this Agreement merely on the basis that it is executed by way of electronic signatures, and that such electronic record shall be final and conclusive of the Parties' agreement of any relevant matter as set out in this Agreement.

12.16 Data Protection

The Parties hereby acknowledge and agree that the Parties' performance of this Agreement may require the Parties to process, transmit and/or store the other Party's personal data or the personal data of the other Parties' employees and Affiliates. By submitting personal data to any Party, such Party agrees that such Party and its Associates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling such Party to perform its obligations under this Agreement. In relation to all personal data provided by or through a Party to the other Party, such Party procures that it will be responsible as sole data controller for complying with all applicable data protection or similar laws such as the ADGM Data Protection Regulations 2021, the General Data Protection Regulation ((EU) 2016/679) and laws implementing that directive that regulate the processing of personal data and special categories of data as such terms are defined in that directive.

12.17 Non-Solicitation

During the term of this Agreement and for a period of two (2) years after any termination of the Agreement hereunder for any reason, the Affiliate shall not, directly or indirectly, (i) induce or attempt to induce any user, client, employee or independent Associate of Binance and licensees of Binance to leave; (ii) in any way interfere with the relationships between Binance and any such client, user, employee or independent Associate of Binance and licensees of Binance; (iii) employ or otherwise engage as an employee, independent Associate or otherwise any such employee or independent Associate of Binance and licensees of Binance; or (iv) solicit or otherwise attempt to establish any business relationship with any user of Binance's platform or client to whom Binance and its Associates had provided services at any time during the Term.

12.18 Anti-Bribery & Corruption

12.18.1 Each Party represents that it is familiar with (i) the U.S. Foreign Corrupt Practices Act 1977, (ii) the UK Bribery Act 2010, or (iii) other public and commercial anti-bribery laws which may apply, and (iv) international anti-corruption treaties such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption) (“**Anti-Bribery Laws**”).

12.18.2 Each Party represents that performance under this Agreement will be made in compliance with the Anti-Bribery Laws and neither it nor any of its directors, officers, agents, or employees acting on behalf of it, has taken any action that will cause the other party or their Associates to be in breach of any applicable Anti-Bribery Laws.

12.18.3 Each Party warrants that it and its Associates have not made, offered, or authorized and will not make, offer, or authorize with respect to the matters which are the subject of this Agreement, any payment, gift, promise, reimbursement, or other transfer of anything of value, or any solicitation, or other advantages, whether directly or indirectly through any other person or entity, to or for the use or benefit of any officer or employee of the other party or any public official (i.e., any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organization) or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.

12.18.4 Neither Party shall make any unofficial payment to (i) a government employee to speed up an administrative process where the outcome is already pre-determined (facilitation payment) in the performance of its obligations in terms of this Agreement; or (ii) to any political party for the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful, illegal or improper means.

12.18.5 Each Party agrees to maintain adequate internal controls and to keep accurate and complete records that support the payments due and all transactions under this Agreement.

12.18.6 Any breach of, or failure to comply with, the provisions of this Clause 12.18 shall be deemed a material breach of this Agreement and shall entitle the non-breaching Party to terminate the Agreement forthwith.

12.19 Nature of Agreement

Nothing in this Agreement will create, or be deemed to create a partnership, a joint venture, an agency, a fiduciary duty, or a contract of employment between the Parties. The only relationship created by this Agreement is that of independent Associates and Binance will not, in any event, be regarded as the employer of the Affiliate. Except as expressly provided herein, neither Party by virtue of this Agreement has the authority to transact any business in the name of the other Party or on its behalf or to incur any liability for or on behalf of the other Party.

12.20 Governing Law and Dispute Resolution

The Governing law and dispute resolution mechanism applicable to this Agreement shall be the same as those set out in the [Binance Terms of Use](#). By participating in the Program, you agree that any disputes or claims arising out of or relating to the Program shall be resolved in accordance with the governing law, dispute resolution and agreement to arbitrate specified in the Binance Terms of Use, which are hereby incorporated into this Agreement by reference.

Schedule 1 (Code of Conduct)

The Affiliate acknowledges that any acts by it will affect Binance's business interests and the benefits derived by the Affiliate from this Agreement, and as such, the Affiliate undertakes to ensure its proper conduct. This Binance Code of Conduct, as may be amended, supplemented, or revised by Binance from time to time at its full and absolute discretion, forms an integral part of the provisions of this Agreement. The Affiliate must comply with this Code of Conduct in full.

General Conduct Obligations

1. The Affiliate shall:

- 1.1 perform the Program Activities for Binance conscientiously and in a competent manner and to the full extent of their skill and ability and comply with all Binance's reasonable instructions in connection with this Agreement promptly;
- 1.2 refrain from making any false, misleading, negative, critical or disparaging statements, implied or expressed, or perform any act, or conduct themselves in such manner, which might in the opinion of Binance create adverse publicity to Binance or be prejudicial to the interests of Binance;
- 1.3 refrain from making any representation or commitment on behalf of Binance and shall refer to Binance all enquiries received by them relating to Binance or the benefits they derive under this Agreement;
- 1.4 not create and/or publish content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise prejudicial in any form;
- 1.5 not insult, inflame, personally attack or otherwise disparage any person, corporation, business, or entity, including with limitation, Binance's competitors;
- 1.6 not make any pejorative statement relating to Binance, any of Binance's other brand ambassadors, influencers, Associates, or staff, or the Program in public, online (including on social media), to the press or elsewhere;
- 1.7 not do anything (including participating in any political debate, recreational activities, sports, or drug use (other than for medical purposes) or other activity) which in Binance's reasonable opinion would jeopardize the ability of the Affiliate to perform the Program Activities or prejudice the goodwill or reputation of Binance or the Program;
- 1.8 without prejudice to Clause 5.1.7 of the Agreement, the Affiliate shall:
 - (a) not carry out any marketing that is targeted at, refers to, or focuses on users in any Restricted Country;
 - (b) include, in any Marketing Material that could reasonably be seen by users in a Restricted Country, a prominent disclaimer stating that the relevant content is not intended for users in Restricted Countries. Where Binance specifies the form of such disclaimer from time to time, the Affiliate shall use that form without alteration; and
 - (c) where the Affiliate is based in or primarily targets users in the United States of America, include a disclaimer in the following form (or such updated form as Binance may notify from time to time): "This content is not intended for US citizens or residents, who should visit Binance US."
- 1.9 promote Binance and its products in a fair and responsible manner, ensuring that any encouragement of user activity is consistent with Binance's responsible marketing principles and does not place undue pressure on users to trade;

1.10 strictly abide by any content guidelines as shall be provided by Binance from time to time.

Marketing and Communication Obligations

2.1 The Affiliate must take reasonable steps to ensure that all Marketing Materials and communications issued, published, or disseminated in connection with the Program are clear, fair, and not misleading.

2.2 The Affiliate must comply with all Applicable Law, including the ADGM FSRA and guidance relating to marketing, financial promotions, and communications with clients, and any other jurisdictional requirements applicable to its activities.

2.3 All Marketing Materials disseminated by the Affiliate must clearly include:

- (a) the name of Binance, as the entity on whose behalf the Marketing Material is being communicated; and
- (b) the regulatory status of Binance, as prescribed or approved by Binance from time to time.

2.4 Any Marketing Material must be clearly identified as such and must prominently state that it is Marketing Material and not investment advice.

2.5 The Affiliate must include or display all risk warnings, disclaimers, or other prescribed statements as directed by Binance from time to time and must not alter or omit such wording without Binance's prior written approval. When Binance issues updated or additional risk warnings, the Affiliate must incorporate them into all relevant Marketing Materials promptly and without delay.

2.6 Where any Marketing Material includes information or representations relating to past performance or forecasts based on past performance or assumptions, the Affiliate must ensure that such material:

- (a) presents a fair, balanced, and up-to-date view of the investments to which it relates;
- (b) clearly identifies the source of the information and any key facts or assumptions used;
- (c) contains comparable data for each year and at least five (5) years' data where available; and
- (d) includes a prominent warning that past performance is not necessarily a reliable indicator of future results.

2.7 Binance reserves the right to review, approve, or require withdrawal of any Marketing Material or communication that it considers non-compliant or otherwise unsuitable.

2.8 If the Affiliate is a company, the Affiliate is responsible for ensuring that all employees, contractors, representatives, or other persons involved in the creation or dissemination of Marketing Materials comply with this Code of Conduct and the Affiliate Agreement.

2.9 The Affiliate must cooperate fully with any Binance request for information, audit, or review relating to compliance with this Code of Conduct or with FSRA requirements.