

**TOP** **FX**

**AFFILIATE  
AGREEMENT**

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## TOPFX AFFILIATION AGREEMENT

### 1. PREAMBLE

This Agreement and its appendixes constitute the entire affiliation agreement that sets out the complete terms and conditions to apply for the persons who wish to enter TopFX Affiliate Program. Please read this agreement completely and carefully before registering in the TopFX Affiliate Program. You must agree and accept all the terms and conditions set herein in order to be a TopFX Affiliate.

### 2. PARTIES TO THE AGREEMENT

This Affiliate Agreement (hereinafter referred to as the “Agreement”) is entered by and between **TopFX Global Ltd** (“**TopFX**” or the “**Company**”) on the one part which is a limited liability company incorporated and registered under the laws of Seychelles, with registration number 8422455-1 and a registered address at CT House Office 9A, Providence, Mahe, Seychelles and the Affiliate, who may be a legal or a nature person and who has completed the Account Opening Application Form and has agreed and accepted the terms and conditions set herein.

### IT IS AGREED

### 3. DEFINITIONS

**Agreement:** the present General Terms of Business

**Affiliate:** an independent party (individual or company), acting in the course of business, who is engaged in online advertising/marketing activities in order to promote the Company’s brand online and the use of Company’s site as a portal for displaying promotional and advertising content, hosting of marketing material and direction of the web-traffic to the Company’s site, increase the online profile of the Company through search engine optimization and performance of any other similar activities, who may at any time under the terms of this Agreement introduce prospective Clients/Qualifying Traders to Company for transactions in foreign currencies, commodities, and CFDs in general.

**Affiliate Link:** Means the unique link or personalized ID which was created to identify the Affiliate and his/her activities and to track the number of the Prospective Clients or Traders who have been introduced by the Affiliate.

**Affiliate Plan:** means the compensation plan that the Affiliate chooses when he/she registers for the Affiliate Program, being the CPA Plan.

**Affiliate Program:** The Company's Affiliate Program as this is described in the present Agreement.

**Brands/Related Entities:** Means the tradenames of the Company, i.e. TopFX

**Client:** Means any person, whether an individual and/or a company who has been or is been introduced by the Affiliate to the Company and with whom the Company enters into a Client Agreement.

**CPA:** Cost per Acquisition. A commission plan defined as an activation of a live account by a new user. Commission is earned per Qualified Action recorded in the Company's system.

**TopFX Websites/Company's Websites:** means the official Website of the Company [www.topfx.com.sc](http://www.topfx.com.sc).

**Force Majeure Event:** shall have the meaning as set out in clause 19. 9 of this Agreement.

**Investment Advice:** Means the provision of personal recommendations to a client, either upon his requests or at the initiative of the investment firm, in respect of one or more transactions relating to financial instruments.

**Links:** Means any hypertext links (either a banner or text link) which lead to the Company's website.

**Non-Active Affiliate:** Any Affiliate generating client(s), directly or indirectly via Parent-Affiliates and/or Sub-Affiliates, who is non-active during any consecutive three (3) months period.

**Promotional Material:** Mean any promotional, advertising, communication and educational materials that relate to the Company, its products and services or relates to the introduction of prospective clients. Promotional Material include, but is not limited to, published written texts, images, training materials, online advertisements, banners, logos, promo links, and/or other similar identification material, image/audio/video material, computer-based material, websites display panels etc.

**Prospective Client:** Mean any person whether an individual or a company who has been or has been introduced by the Affiliate to the Company.

**The Company's Products:** means trading financial instruments, such as forex currencies, CFDs such as metals, indices, commodities, shares and cryptocurrencies.

**Trader:** Means an individual or a company acting under the relevant capacity as a Client who has registered under an Affiliate Link, completed the Company's registration procedure, has been

approved by the Company, has funded their Trader's account and performed trading activity (for example, opened or closed any position for at least 1 micro-lot);

**Registration:** is the process by which a client has completed step one by entering their personal details, completed the appropriateness questionnaire, has agreed to the Company's Client Agreement, Privacy Policy and/or any other legal documents required to acknowledge from time to time, and has been contacted by phone by the Company.

**Verified account:** Means all the identification documents of the Clients are submitted and comply with the "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and with the Company's Policies.

**Written Notice:** Shall have the meaning set out in Clause 10 of this Agreement.

#### 4. REGISTRATION

4.1. To register in the Affiliate Program the potential Affiliate should proceed with opening an account via the Company's website. The Affiliate acknowledges and agrees to the terms of this Agreement when it completes and submits an online application to the Company and clicks on the "I accept" button or similar buttons or links as may be designated by the Company on the main website. The Affiliate acknowledges and agrees that by clicking the button "I accept" or any similar buttons or links is entering into a legally binding contract and fully agrees to comply and be bound by all the terms and conditions set out in this Agreement as they may apply.

4.2. Subject to Section 4.1., the Company will review the potential's Affiliate online application form and communicate its acceptance or rejection within three (3) business days.

4.3. The potential Affiliate acknowledges and understands that the Company is not obliged and/or required under any applicable laws or regulations to accept any prospective Affiliate as its Affiliate. The Company has the right to decline and/or refuse to accept a Prospective Affiliate as its Affiliate, if it reasonably believes that the potential Affiliate might pose a risk to the Company and/or if accepting such a potential Affiliate shall be against the Company's policies and procedures. The Company may accept or reject the potential Affiliate at its sole discretion for any reason without giving any justification.

4.4. The potential Affiliate can select the option to become an Affiliate on the Company's website, where he has to sign up and submit a request to become a TopFX Partner (Affiliate) and provide to the Company all the required identification documentation. The Company shall then send a notice of acceptance to the potential Affiliate confirming that he has been successfully accepted as an Affiliate of the Company.

4.5. The Affiliate acknowledges and understands that the Company may request additional due diligence documents for further clarification.

4.6. A potential Affiliate shall not be accepted as an Affiliate of the Company by default, if:

- (a) He fails or refuses to submit the requisite data and information for the verification of his identity and the creation of his economic profile, without providing sufficient justification; and/or
- (b) He does not accept the Company's Agreements including but not limited to the Affiliates Agreement, the Risk Disclosure Policy and any other Company's policies applicable through the Company's website.

4.7. A potential Affiliate is required to select an Affiliate Plan when he registers with the Affiliate Programme.

4.8. A potential Affiliate is not permitted to change its Affiliate Plan without the prior approval of the Company.

4.9. The Company may change the Affiliate Plan at any time at its own discretion by providing to the potential Affiliate written notice. The Affiliate's continued participation in the Affiliate Program following receipt of the Company's notice will constitute your approval of the change to your Affiliate Plan.

4.10. If the Affiliate does not approve the change of the Affiliate Plan:

- i. the Affiliate must inform the Company in writing within three (3) calendar days of receiving Company's notice regarding the change; and
- ii. These Terms will terminate immediately when the Company receives your notification.

4.11. In the event of termination, the Affiliate continues to receive Fees (if applicable) in respect to Traders linked to his/her profile prior to the date of the change to the Affiliate Plan.

## **5. EFFECT OF THE AGREEMENT**

This Agreement will bind the Affiliate and the Company on the day of approval of the Affiliate by the Company and will continue unless and/or until terminated according to clause 10 below herein.

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**6. LAW AND REGULATIONS**

- 6.1. The Affiliate must comply with all the applicable laws of Seychelles.
- 6.2. The Affiliate shall always maintain in force all necessary registrations, authorisations, consents and licenses to be enabled to fulfil his or her obligations under the Agreement.
- 6.3. The Affiliate must comply with all applicable laws and regulations, in the territory he/she operates (including but not limited to, financial services regulations, data protection and anti-spamming rules).
- 6.4. The Affiliate acknowledges that he/she is aware of the contents and understands the Company's 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.

**7. REGULATORY MATTERS**

- 7.1. The Company shall be entitled to take any action any action as deems necessary and/or at its own reasonable discretion in order to ensure compliance with the applicable laws and regulations and such actions shall be binding on the Affiliate and shall not render TopFX or any of its directors, officers, employees or agents liable.
- 7.2. The Affiliate hereby expressly acknowledges and agrees that upon reasonable written notice by the Company he/she will comply with the applicable regulatory authority and nay other relevant regulator of TopFX in relation to the matters covered by this Agreement.

**8. REPRESENTATION AND WARRANTIES**

- 8.1. The Affiliate hereby represents and warrants that this Agreement constitutes his legal, valid, and binding obligation, enforceable against him in accordance with its terms and that he has the authority to enter into this Agreement.
- 8.2. The Affiliate, acting as a mediator for the introduction of Prospective Clients to the Company through his website and/or social network link, acknowledges that he is aware of the contents and understands the Company's Compliance and Anti Money Laundering Policies, as modified from time to time, and agrees to conduct the Affiliate's business in accordance with the policies and procedures contained therein.
- 8.3. The Affiliate, acting as a mediator for the introduction of Prospective Clients to the Company through his website and/or social network link, represents and warrants that all actions to be performed by him under this Agreement will comply with any applicable laws and/or regulations

currently in effect in the Seychelles and/or laws which shall come into force after the Effective Date of this Agreement. The Affiliate hereby acknowledges that he is solely responsible for being updated on any matters related to any applicable laws and/or any other applicable laws and regulations of Seychelles.

8.4. The Affiliate, acting as a mediator for the introduction of Prospective Clients to the Company through his website and/or social network link, must provide true and complete information to the Company at all times; including but not limited to his identity, contact information, payment instructions, nationality, residency, participation in any affiliate programs for other websites, the location and nature of the Affiliate's intermediation activities carried out for the purposes of introducing Prospective Clients to the Company, and any other information that the Company may request from time to time. In addition, the Affiliate must provide to the Company the online means to be used for introducing Prospective Clients to the Company such as website and/or social network link.

8.5. The Affiliate hereby acknowledges and confirms that he has read, understood, and accepted the Company's Agreements and specifically the Affiliate Policy.

8.6. The Affiliate will carry on his operations and business as an independent contractor and not as an agent and/or employee and/or representative of the Company.

8.7. The Affiliate is not allowed and/or is restricted from providing any of the investment and/or ancillary services or investment advice to any of the Prospective Clients introduced by him to the Company.

8.8. The Company shall be responsible for the provision of information to the Clients with regards to any commissions and/or charges and/or fees and/or inducements received by the Affiliate under this Agreement. The Affiliate's obligations under this Agreement shall be limited to the provision of mediation services for the identification and introduction of suitable opportunities for the Company to provide the financial services it is licensed to provide.

8.9. The Affiliate represents and warrants that, in respect of the services contemplated under this Agreement, he shall comply with all applicable laws, statutes, regulations, and codes relating to antibribery and anticorruption, by, amongst other things:

8.10. Maintaining adequate policies and procedures to ensure compliance with the applicable relevant requirements;

8.11. By signing this Agreement, the Affiliate certifies that he currently complies with the applicable relevant requirements. The Affiliate shall provide such supporting evidence of compliance as the Company may reasonably request;

8.12. Ensuring that any officer, employee, agent, representative or such other person connected to the Affiliate complies with the applicable relevant requirements.

8.13. Whenever requested, the Affiliate will provide details and evidence of his status and business and of the licensing and/or authorisation requirements applicable to the Affiliate's activities at the Company's request.

8.14. The Affiliate is obligated to promote the brand of the Company online, using his website and/or landing pages and/or prelanding pages and/or social network link as a portal for displaying promotional and advertising content, host marketing materials provided by the Company and direct web traffic to Company's authorised website.

8.15 The Affiliate as an individual hereto represents 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 or her obligations under this Agreement without the approval or consent of any other party. If the Affiliate is a company then the person agreeing to this Agreement on behalf of that company hereby represents and warrants that he or she is authorized and lawfully able to bind that company to this Agreement and that the company has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other third party.

8.16. The Affiliate is obligated to have in his website and/or social network link the following:

- a) A link directing Prospective Clients to the Company's Main Website;
- b) The Company's information and/or logo and/or banners and/or brand names are provided to Prospective Clients with the prior written approval of the Company. In such a case the logo should indicate that it is the property of the Company and indicate that the website is a tool for registration of Prospective Clients with the Company. It is noted that the Company's information, banners and any material to be included in the Affiliate's website must be provided by the Company as described in Clause 4.12.
- c) The Affiliate is under the obligation to disclose through his website and/or social network link the capacity in which it is acting to any Prospective Client. In addition, the Affiliate is required to place in an obvious location in his website and/or social network link, a clearly readable announcement, at which its capacity as Affiliate of the Company will be presented, alongside with the name of the Company and the Services to be provided.

8.17. The Company shall provide the Affiliate with all the necessary information and/or promotional material and/or any functionalities relating to the Company, that the Affiliate is obligated to upload on his website and/or social network link. The Company shall also provide the Affiliate with any updates in relation to the information and/or promotional material and/or



functionalities of the Company. The Company shall be entitled to conduct checks on the Affiliate's website to ensure that the Affiliate does not upload any information and/or promotional material and/or functionalities of the Company which was not provided by the Company. The Affiliate is prohibited from making any alterations to the promotional material and/or functionalities provided by the Company, without Company's prior written consent.

8.18. The Affiliate represents and warrants that the Company has the authority to check and closely monitor on a frequent basis the marketing material that is presented in the Affiliate's website to ensure that the said material is clear, fair and not misleading in accordance with the requirements of this Agreement and of any applicable law. In the event that the Affiliate presents in his/her website marketing material that is not compliant with this Agreement or the Company's policies or with any applicable law, the Company has the authority to request from the Affiliate to amend or remove the said material. If the Affiliate does not comply with the Company's request, the Company has the right to terminate the Agreement without any notice and with immediate effect.

8.19 The Affiliate is not allowed and/or is restricted from holding and/or operating a trading account for any Client and/or carry on any trades for any Client and/or providing any other service to the Client other than the services agreed under the terms and conditions of this Agreement. In addition, the Affiliate is not allowed and/or is restricted from accepting and keeping any Prospective Clients' funds to be used in relation to the service offered. The Affiliate's provision of services to the Company is limited only to the introduction of Prospective Clients to the Company.

8.20 The Affiliate agrees that he will not in any way represent and/or imply to any Prospective Client that the Company provides guarantees against potential losses and/or limits potential losses of any Prospective Client.

8.21. The Affiliate is not allowed and/or is restricted from calling for or attempting to collect the required Initial Deposit and/or Necessary Deposit established by the Company and/or any other related matter to the collection of deposit for the Company. The Affiliate will not act as an agent and/or representative and/or employee of the Company. The obligations of the Affiliate in relation to the Company is limited to the provision of mediation services for the identification and introduction of suitable opportunities for the Company to provide the financial services it is licensed to provide.

8.22. The Affiliate will promptly inform the Company of any regulatory and/or legal investigation or illegal interference into its commercial affairs, and will disclose to the Company details of any past sanctions imposed on the Affiliate during the last five (5) years, prior to the Effective Date of this Agreement.

8.23. The Affiliate acknowledges and agrees that he is responsible for the payment of all relevant duties and/or changes and/or taxes arising from the course of his online business.

8.24. Without prejudice to the obligations of the Affiliate to promote the brand of the Company through online means such as website and/or social network, it is clarified that the Affiliate is prohibited from communicating with a Potential Client who becomes a Client. The Affiliate is not allowed and/or is restricted from maintaining any ongoing business relationship with Company's Clients and does not affect in any way, including, but not limited, the deposits, withdrawals or trading volume of Company's Clients.

8.25. The Affiliate represents and warrants that in the event where he maintains any kind of telephone communication with the Clients, the Company is required to be immediately informed. In such a case the Affiliate confirms the following:

- (a) The business relationship with the Affiliate will be assessed by the Company. In the event where the Company wishes not to terminate the existing relationship, it will proceed with the replacement of the existing Affiliate Agreement with an agreement relevant to the nature and scope of the services to be offered. The Company reserves the right to request from the respective persons to be appointed as a Tied Agent, if is required so as to meet the relevant legislative requirements.
- (b) The Company will be granted with access to the Affiliate's telephone record systems, at any time and without any undue delay. The Company reserves the right to monitor and supervise such activities.

8.26. In the event of Affiliate's failure to comply with the aforementioned procedures, the Affiliates Agreement will be terminated as per the provisions of section 14.

8.27. In the event where the Affiliate is a legal entity, the Affiliate confirms and ensures that its employees shall execute and perform their duties and responsibilities in accordance with the provisions of the Agreement as well as the law and regulations for protection of data and any other legislation related to the provisions of their services.

8.28. The Affiliate must comply with any business-related instructions or directions given by the Company in relation to the Company's services.

8.29. The Affiliate assures that it will show best skill, interest, and high level of professionalism so as to satisfactorily fulfil his obligations arising under the Agreement. It is understood that the Affiliate shall undertake all necessary steps so as the Confidentiality obligations arising under this Agreement, to be extended to all employees, agents and/or representatives of the Affiliate.

8.30. It is understood that the Affiliate is not allowed to provide any other services which are not outlined in this Agreement, including but not limited to investment advisory, consulting and advertising services.

## **9. AFFILIATE'S WEBSITE AND MARKETING MATERIAL**

9.1. The Affiliate shall not use his/her Website for unlawful activities, or having any content that (i) promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities or (ii) violates any intellectual property or other proprietary rights of any third party or (iii) has defamatory or harassing and untruthful comments and statements about our activities and business.

9.2. The Affiliate should promote and market, within such territory as this may be specified by the Company and to identify prospective traders within the Territory ("Territory").

9.3. The Affiliate shall not use a domain name for his/her activities with the trade name of the Company or any of its Related Entities.

9.4. The Company holds the right to monitor the Affiliate's site and/or any site associated with the Affiliate as deemed necessary to make sure that it is up-to-date and to notify the Affiliate of any changes that the Company considers that could enhance his/her performance, instructions which the Affiliate is obliged to follow and/or comply with.

9.5. The Affiliate shall bear all establishment and operational costs and expenses for any marketing and promotional activities related to the Services, unless otherwise determined by the Company.

9.6. Any promotional material developed or created by the Company and placed or used by the Affiliate, is an intellectual property of the Company and, except for the purpose of this Agreement, must not be used by the Affiliate solely or in conjunction with any third party, without the prior written consent of the Company.

9.7. The Company may review the Affiliate's placement of promotional material for the purpose of the present Agreement and approve its use of the Affiliate's Links. Further, the Company may require that the Affiliate changes the placement or use of such promotional material in order to comply with the applicable requirements.

9.8. The Company undertakes to make available to you for the purposes of the Affiliate Program graphic and textual links to the Program Web Site and/or other creative materials (collectively, the "Links") which the Affiliate may display on web sites owned or controlled by the Company, in emails sent by you and clearly identified as coming from you and in online advertisements (collectively, "Media"). The Links will serve to identify you as a member of our Affiliate Program and will establish a link from your Media to the Program Web Site.

9.9. The Affiliate shall have sole responsibility for the development, marketing costs, operation, and maintenance of, and all content on or linked to, the Media.

9.10. Subject to the terms and conditions of this Agreement, the Affiliate may act as intermediary between potential Clients and the Company by the use of the online means, and refer Prospective Clients to the Company's Main Website in order to facilitate explanations with regards to the financial products offered by the Company and agrees that all intermediary activities carried out for the purpose of identifying, targeting and referring Prospective Clients to the Company through his website and/or social network must be professional, proper and comply with the applicable law and regulations.

9.11. If the Company does not approve the content of the Affiliate's website or Media, the Affiliate must remove any graphic and textual links and/or other creative materials (collectively, the "Links") regardless of whether these Links may have been provided via the Program Web Site.

9.12. The Affiliate must not expose any of its electronic means such as website, content, platform and any other electronic property to any computer virus or other similarly harmful or malicious material, virus or device. In such event the Company reserves its right to terminate the Agreement without any notice and with immediate effect. The Affiliate shall be liable for negligence pursuant to the relevant law if any harm and damage is suffered by the Company as a result of his acts or omissions.

9.13. The Affiliate must not contribute in any way in the creation or design of any website, which explicitly or impliedly resembles the Company's website that leads customers to believe the Affiliate is the Company or any other business of the related entities.

9.14. The Company shall review from time to time your media to make sure that the Links and textual content included therein and the Affiliate is obliged to proceed to any and all required/requested changes following the reviews.

9.15. The Affiliate shall not promote the Company's business in any site that contains sexual material, torrents or any pirate content.

## **10. PROVISION OF INFORMATION**

10.1. The Affiliate must provide when requested by the Company, true and complete information from time to time, about itself and its activities and about any referred clients.

10.2. The Affiliate shall act in good faith and shall not mislead or provide false representations to the public in relation to the Company.

10.3. The Affiliate shall not misrepresent in any way any potential clients, with regard to its status of contractual relationship with the Company and/ or its Related Entities, and it will not provide any investment or financial advice or recommendation or promises to Active or potential clients with regard to the services of the Company or/and any other of its Related Entities.

10.4. The Affiliate prior contracting with the Company must provide sufficient proof of identity documentation, and proof of address (such as a utility bill) of the last six (6) months, as these may be requested from time to time.

10.5. The Company may request from time to time and the Affiliate must provide upon such request, true and complete information to the Company about the Affiliate and/or his/her activities and/or his/her blog and/or his/her website and/or his/her social media profile and/or any other information directly and/or indirectly related to the terms of the present Agreement. The Affiliate must notify the Company within reasonable time in the event of any changes.9.6. The Affiliate must provide to the Company sufficient proof of ownership of their blog and/or website and/or social media profile as these may be requested from time to time.

## **11. FRAUD**

11.1. The Affiliate must not use any persons, means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with referrals through the Links or the generation of Commissions or exceed the permitted access to the Affiliate Program. Such acts include, but are in no way limited to, using automated means to increase the number of clicks through the Links or completion of any required information, using spyware, using stealware, cookie-stuffing and other deceptive acts or click-fraud. The Company shall make all determinations about fraudulent activity in its sole discretion.

11.2. The Company may terminate this Agreement without notice and the Affiliate's participation in the Affiliate Program and/or detach a Trader from the Affiliate and/or to cancel all orders and annul all profits and/or remove and deduct any Promotional Material which might be offered from time to time from the Affiliate's account and/or the Trader's account, should the Affiliate and/or any of the Traders commit and/or the Company suspects any fraud in the use of and/or abuse of the Affiliate's position and/or any attempt of collusion and/or manipulation and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or breach of the terms and conditions of this Agreement.

11.3. The Company has the right to take any action against the Affiliate and/or the client or claim damages in the courts of Seychelles.

11.4. In such event, the Company shall not be liable to the Affiliate for any commissions resulting from such fraud, breach or abuse detected and/or suspected.

11.5. If the Company suspects or has reasons to believe that an introduced Client is involved in any form of prohibited trading i.e. certain trading techniques commonly known as "arbitrage trading", "picking/ sniping" and/or follow an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts, the Company reserves the right to:

- i. Delay payment of commission until the Company fully investigates and clarifies the matter;
- ii. Terminate this Agreement with immediate notice to the Affiliate and remove any remuneration linked to those Clients;
- iii. Terminate the introduced Client's agreement with the Company with immediate notice;
- iv. Close the Affiliate's account with the Company and/or suspend his account for an indefinite period of time;
- v. Close the introduced Client's account with the Company and/or suspend his account for an indefinite period of time;
- vi. Charge a penalty fee to the Affiliate and/or to the introduced Client as the Company deems fit and proportionate;
- vii. Close the account, confiscate any profits that arose from prohibited trading techniques and return the original deposit(s) to the introduced Client. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the Client's related accounts in order to make up for the difference.

11.6. Installations made by the same machine and/or device having the same IP and ID will be considered as fraud and no CPA commission will be paid.

11.7. Notwithstanding any other provision in this Agreement, in the event that any activity in the Affiliate's account, or in any account which appears to be controlled or managed by the Affiliate, is deemed suspicious by the Company in its sole determination, the Company may, in its sole and absolute discretion, delay payment of the Affiliate Fee to the Affiliate for up to one hundred and eighty (180) days in order to verify the suspicious activity.

11.8. In the event that the Company determines that an activity constitutes Fraud Traffic, the Company shall recalculate or withhold the Affiliate Fee, in its sole and absolute discretion.

11.9. In case that the Company determines that an Affiliate is involved, whether directly or indirectly in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to the Company, including without limitation to the Website, Account(s), Sub-Affiliates(s) and/or Referred-Affiliate(s) the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Affiliate inoperative, and immediately block the Affiliate's access to the Program, with no compensation to Affiliate. The Affiliate hereby irrevocably waived its right to and shall indemnify

the Company and any member of the Company for, any claim or demand made against the Company or any member of the Company, their directors, officers, shareholders, employees or against any Website in respect of the exercise by the Company of its rights in this clause.

## **12. PROHIBITION OF INTRODUCTION OF CLIENTS**

12.1. The Affiliate hereby acknowledges and understands that he/she shall not introduce to the Company prospective clients and/or traders from jurisdictions to which the Company do not offer services to.

12.2. The Affiliate is responsible for contacting the Company from time to time to be updated as to what countries the Company does not provide services to.

12.3. The Affiliate hereby consents and accepts that he/she will not be entitled to compensation in the circumstances where such prospective clients and/or traders are introduced from such jurisdictions.

## **13. COMPENSATION AND AFFILIATE'S ACTIVITY**

13.1. Upon registration, the Affiliate will be introduced to the Company's compensation method. The Affiliate must select an Affiliate Plan and be entitled to commission either for any CPA. The Affiliate Plan and the respective commissions for the Affiliate will be agreed between the Parties.

13.2. The Affiliate will be paid the commission for CPA for each Qualified Action. A "Qualified Action" means an individual person who (a) is not a computer-generated user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real live person, (b) is not using pre-populated fields (c) completes all of the information required for such action within the time period allowed by the Company and (d) is not later determined by the Company to be fraudulent, incomplete, unqualified or a duplicate.

13.3. For the Affiliate to be eligible for receiving commissions / fees, non-financial criteria apply (i.e. website content compliance, compliance procedures based on the relevant legislation, compliance procedures to be followed as per this Agreement, etc). These criteria should be satisfied, otherwise the Company will reconsider/or terminate the business relationship with the affiliate.

13.4. The Company may charge back to the Affiliate's account any previously paid Qualified Actions that are later determined to have not met the requirements to be a Qualified Action.

13.5. The Affiliate's compensation is calculated and awarded subject to an agreement between the Parties, as these may be amended from time to time by the Company by giving at least 3 (three) business days prior written notice by e-mail to the Affiliate.

13.6. If the Company is of reasonable opinion that any of the transactions entered into or executed by a Client, are being opened and closed just for the benefit of earning compensation for the Affiliate (often referred to as “churning”), the Company has the right not to provide the Affiliate with the agreed compensation and may terminate the relationship with immediate effect without providing notice.

13.7. If the Company is of reasonable opinion that the Affiliate proceeds to any form of market abuse or market manipulation the Company has the right not to provide the Affiliate with the agreed compensation and may terminate the relationship with immediate effect without providing notice.

13.8. If the Company is of reasonable opinion that the Affiliate has acted in breach of any term of this Agreement or acted fraudulently and against the best interests of the Company, the Company has the right not to provide the Affiliate with the agreed compensation and may terminate the relationship with immediate effect without providing notice.

13.9 In case when a Client wishes to be removed or unlinked or transferred from an Affiliate, the Company will cease paying the Affiliate any compensation and the Affiliate shall have no further rights in respect of the unlinked Client. Under no circumstances shall the Company be liable for any consequences of any such removal from an Affiliate and/or transfer to another Affiliate.

13.10. The Company shall issue a statement every month for the Affiliate with all Commissions payable under this Agreement and shall remit payment to the Affiliate based upon that statement. All tracking of Links and determinations of CPA and Commissions shall be made pursuant to the Agreement. In the event that Affiliate disputes in good faith any portion of the statement, the Affiliate must submit that dispute to the Company in writing and in sufficient detail within thirty (30) days of the date on the statement. If Affiliate does not dispute the statement as set forth herein, then the Affiliate agrees that it irrevocably waives any claims based upon that statement. In the event that the Affiliate is also tracking Qualified Actions and Affiliate claims a discrepancy, Affiliate must provide the Company with Affiliate's reports within three (3) days after 30th day of the calendar month, and if the two reported statistics vary by more than 10% and the Company reasonably determines that Affiliate has used generally accepted industry methods to track Qualified Actions, then the Company agree to make a good faith effort to arrive at a reconciliation. If the parties are unable to arrive at a reconciliation, then the Company's numbers shall govern.

13.11. A Prospective Client shall not be considered as introduced by the Affiliate to the Company and no remuneration shall be provided to the Affiliate for the specific Prospective Client, if:

(a) The Prospective Client opens a trading account with the Company more than 5 (five) business days before the Prospective Client is introduced by the Affiliate; or



(b) The Prospective Client already has a trading account with the Company more than 5 (five) business days before the Prospective Client is introduced by the Affiliate;

(c) The Prospective Client has not been introduced to the Company through the online means of website and/or social network.

13.12. The Company has the right to reject any Prospective Client who does not meet the Company's criteria as set out in the Account Opening Form. The Affiliate hereby acknowledges and agrees that a potential Client will not be considered as the Company's Client and therefore as introduced by the Affiliate, if the potential Client is not approved by the Company in accordance with the Company's policies and/or any applicable laws and regulations. In such a case, Prospective Client will not be considered as introduced by the Affiliate for the purposes of this Agreement and no remuneration will be provided from the Company to the Affiliate in connection with the specific Prospective Client.

13.13. The remuneration granted to the Affiliates is subject also to Affiliates' compliance to Company's internal rules and procedures (including the remuneration policy of the Company) as well as any other external agreements, if applicable, and will be subject to financial penalties and/or clawbacks if needed

13.14. Method of payment: The Affiliate will be able to request his payment to be executed in either of the following ways:

- a) Withdraw methods available in the Company's website.
- b) Via the Affiliate's account opened with the Company in accordance with each of the Company's Terms and Conditions.

13.15. Non-funded and credit funded accounts, cannot be assigned to the Affiliate.

13.16. In the case that a credit card chargeback is submitted by a Client referred by Affiliate, all Affiliate commissions generated by the specific account will be cancelled. If the chargeback occurs after the commission payment date, commissions will be removed retrospectively

13.17. In addition, the Company may in its sole and absolute discretion, withhold, delay or deny payment of the Affiliate Fee in relation to any Clients where:

- The Client traded only the minimum trades/lots needed for the Affiliate to qualify under the CPA, with no trading activity over the following 5 (five) business days.

- The Client traded only the minimum trades/lots needed for the Affiliate to qualify under the CPA, and then withdrew more than 70% of the original deposit within 5 (five) business days.
- The Client's first-time deposit triggers compensation under the CPA, but the Client makes a partial withdrawal and only trades on the remaining amount which would have been subject to a lower CPA. In such instances the Affiliate will be compensated in accordance with the lower CPA amount.

13.18. In cases where Affiliate does not provide his/her payment details within two 2 (months) of the issue of the first commission, all payments will be removed.

13.19. Notwithstanding any other provision in this Agreement, a Non-Active Affiliate shall not be entitled to receive any Affiliate Fee from the Company, while the account will be deactivated.

13.20. In addition to any other terms and conditions set forth anywhere in this Agreement or under applicable law, Affiliate shall not be entitled to receive any fees for any Client or any other type of traffic entitling the Affiliate for payment unless and until the foregoing has been approved and qualified by the Company. For the removal of any doubt it is hereby clarified that the Company reserves the right, as its sole and absolute discretion, to change, modify, add or remove, at any time, any criteria applying to any of the compensation plans, including, without limitation, setting any baseline, threshold, minimum deposits/earning and/or other requirement(s) for qualifying into any of the compensation plans and/or for receiving any fees set forth herein.

13.21. The Affiliate shall not receive any type of compensation when this is linked to his/her personal/own live account with the Company.

## **14. AMENDMENT AND EFFECT OF TERMINATION**

14.1. The Company may alter and/or amend the Agreement from time to time if it deems necessary giving to the Affiliate at least three (3) business days written notice. Any changes to the Agreement and/or any other Agreements of the Company will not apply to any transaction performed prior to the date on which the changes become effective unless specifically agreed otherwise. The Affiliate shall confirm his acceptance of the proposed changes in order to continue his business relationship with the Company. Should the Affiliate disagree with the changes he may terminate the Agreement under Clause 10.2.

14.2. The Affiliate may terminate this Agreement by giving seven (7) days written notice to the Company.

14.3. Separately to the provisions stated above in relation to termination, the Company may terminate this Agreement by giving seven (7) days written notice to the Affiliate.

14.4. The Company reserves the right to terminate without notice, this Agreement or any rights of the Affiliate that may fall under the provisions of this Agreement, due to any malpractice, breach, failure or other significant event, including liquidation or insolvency, on the part of Affiliate. Such termination will be at the sole discretion of the Company.

14.5. The Company has the right to terminate this Agreement in case the Affiliate refers less than 3 (three) Clients within a 40 (forty) days period from the Effective Date of this Agreement.

14.6. Furthermore, the Company may terminate this Agreement forthwith for cause, upon written notice, having immediate effect, to the Affiliate if:

- (a) It becomes unlawful for the Company and/or the Affiliate to perform or comply with any one or more of the Affiliate's obligations under this Agreement; or
- (b) The Affiliate ceases, in the Company's reasonable opinion, to be fit and proper to introduce Prospective Clients to the Company, if the Affiliate no longer holds the necessary authorisation license or consent to perform the obligation under this Agreement or if he is prevented for any reason for carrying out the activities and/or obligations hereunder;
- (c) The Affiliate has been accused for any regulatory and/or legal investigation or illegal interference into its commercial affairs, or any past sanctions imposed on the Affiliate; and
- (d) In the event of any change in the applicable law or governmental regulations.

14.7. Upon termination of the Agreement, the Affiliate is obliged to return to the Company the promotional marketing material and/or the Affiliate shall withdraw any promotional material upon termination of this Agreement.

14.8. Termination of this Agreement shall have the effect of termination of the compensation arrangement as set out hereto with immediate effect. Any such termination will not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination.

14.9 In case an Affiliate is acting outside the scope of the signed agreement, the Company will terminate the cooperation immediately and take appropriate measures against the Affiliate, informing, at the same time, its clientele through its website, for this termination.

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**15. INTELLECTUAL PROPERTY**

15.1. The Company will grant the Affiliate permission only for the purposes of this Agreement, to use within the territory of his activities, marketing and promotional material including but not limited to banners, creatives, content, logos, trademarks, copyright, literature that can be used by the Affiliate only until termination or expiry of this Agreement. The said Intellectual Property belongs solely and exclusively to the Company and its Related Entities and successors and cannot be used, transferred or assigned to a third party without a prior written permission by the Company. Nothing in this Agreement shall confer any right of ownership in our Intellectual Property.

15.2. The Company may, upon reasonable prior notice, instruct the Affiliate to cease displaying creative, material or any other Intellectual Property, at any time, for any reason.

**16. PERSONAL CONTACT INFORMATION**

16.1. The Company may use, store or otherwise process personal information provided by the Affiliate. By entering into this Agreement, the Affiliate hereby consents to the transmittal and/or processing of the Affiliate's personal data.

**17. INDEPENDENT INVESTIGATION**

17.1. The Affiliate hereby acknowledges that he/has have read this Agreement and agree to all its terms and conditions. The Affiliate has independently evaluated the desirability of participating in the Affiliate Program and each Offer and are not relying on any representation, guarantee or statement other than as set forth in this Agreement or on the Affiliate Program.

**18. INDEMNITY**

18.1. The Affiliate hereby agrees to indemnify, defend and hold harmless the Company and its Clients and their respective subsidiaries, affiliates, partners and licensors, directors, officers, employees, owners and agents against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on (i) any failure or breach of this Agreement, including any representation, warranty, covenant, restriction or obligation made by Affiliate herein, (ii) any misuse by Affiliate, or by a party under the reasonable control of Affiliate or obtaining access through Affiliate, of the Links, Offers or Client intellectual property, or (iii) any claim related to your Media, including but not limited to, the content contained on such Media (except for the Links).

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**19. DISCLAIMERS**

19.1. The Company expressly disclaims all warranties, express, implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and noninfringement, and any warranties arising out of course of dealing, usage, or trade. The Company does not warrant that the affiliate program or links will meet affiliate's specific requirements or that the operation of the affiliate program or links will be completely error-free or uninterrupted. The Company expressly disclaims any liability for any act or omission of a client or their products or services. The Company does not guarantee that affiliate will earn any specific amount of commissions.

**20. LIMITATION OF LIABILITY**

20.1. In no event shall the Company be liable for any unavailability or inoperability of the links, program websites, technical malfunction, computer error, corruption or loss of information, or other injury, damage or disruption of any kind beyond the reasonable control the Company. In no event will the Company be liable for any indirect, incidental, consequential, personal injury / wrongful death, special or exemplary damages, including but not limited to, loss of profits or loss of business opportunity, even if such damages are foreseeable and whether or not the Company has been advised of the possibility thereof.

20.2. In any event, the Company's liability to affiliate under this Agreement for any reason will be limited to the amounts paid to affiliate by the Company during the six (6) month period immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations.

**21. CONFIDENTIALITY AND PERSONAL DATA**

21.1. Each Party acknowledges and agrees that any and all information associated with the other Party's business and not publicly known, including, but not limited to, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, customer lists, prospective customer lists, names, Intellectual Property, addresses and other information regarding customers and prospective customers, product designs, sales, costs, content, marketing and promotional material and other unpublished financial information, business plans and marketing data, is confidential and proprietary information ("Confidential Information"), whether or not marked as confidential or proprietary.

21.2. Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations under this Agreement and shall not disclose, or make any use of, except

for the benefit of the Company, at any time, either during or subsequent to the termination of this Agreement, any Confidential Information.

21.3. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (a) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations hereunder, who each shall treat such Confidential Information as provided herein; or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement.

21.4. Confidential Information shall not include any information which is: (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information; (ii) is independently developed by the non-disclosing Party without breaching any provisions of this Agreement; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of this Agreement.

21.5. The Affiliate hereby expressly acknowledges, agrees and undertakes that it shall comply at all times with all applicable laws and regulations related with the protection of personal data including but not limited to the Data Protection Act 2023 of Seychelles.

## **22. MISCELLANEOUS AND GOVERNING LAW**

22.1. Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Affiliate and the Company.

22.2. The Affiliate will not represent itself as agent of the Company and the Affiliate will have no authority or power to bind the Company or to contract in the name of or create a liability against any of these.

22.3. The Affiliate agrees to inform the Company about all facts and circumstances, he/she becomes aware of, that may result in undesired consequences (risks) for the Company.

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

22.5. If any term of this Agreement (or any part of the term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

22.6. No variations of this Agreement are effective unless made in writing, signed by both Parties or their authorized agents

22.7. The Company where it enters into agreement with third parties for services that are necessary for the provision of services by the Company, needs to ensure that third parties activities are in the best interests of the Clients and their remuneration does not give rise to a conflict of interest. In this respect, the Affiliates acknowledge that only Company's employees have ongoing relationship with Company's Clients for the avoidance of any rise of conflict of interest.

22.8. The Company's Compliance Function will use a wide range of information on business quality monitoring and sales patterns, including trend and root-cause analysis, to identify areas of increased risk and to support a risk-based approach to Affiliates monitoring.

22.9 The Company shall not be liable for the non-performance or improper performance of its obligations under this Agreement if it is prevented from or unable to do so due to a Force Majeure event, including, without limitation any Government Actions, the outbreak of war or hostilities, the threat of war, military actions, pandemic, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster Labor disputes not including disputes involving the Company's workforce; discontinuance or suspension of the operation of any Market; failure of communication for any reason with Market makers, mal-functioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, 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 the Company which may suddenly or drastically affect the prices in the Underlying Asset / Market as well as any other event, act and/or circumstances that shall have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to prevent. In case that the Company in its reasonable discretion determines that a Force Majeure Event exists (without prejudice to any other terms under this Agreement) the Company may without prior Written Notice and at any time take or omit to take all such actions as the Company deemed to be reasonably appropriate in these circumstances.

22.10. This Agreement shall be governed by and construed in accordance with the laws of Seychelles. With respect to any proceedings, the Affiliate irrevocably: (a) agrees that the courts of Seychelles shall have exclusive jurisdiction to determine any proceedings, (b) waives any objection which the Affiliate may have at any time to bring any proceedings in any such court, and (c) agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Affiliate.

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22.11. This Agreement and any Addendums and Appendices referred to in it, constitute the entire Agreement between Parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between Parties or either of them.

22.12. The heading and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

22.13. Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.