

AFFILIATE AGREEMENT

1 Introduction

- 1.1 Terms and conditions under this agreement, including the attached Appendices, contained herein (hereinafter referred to as the “Agreement”) between INSTANT TRADING EU LTD a company registered in Cyprus under registration number 266937, having its office at Spetson 23A, Leda Court, Block B, Office B203, 4000 Mesa Geitonia, Limassol, Cyprus, and any of its designated and permitted successors, hereinafter referred to as the “Company”

and

The "Affiliate" shall mean the individual or entity which applies for membership to the Affiliate Program in accordance with the terms and conditions set forth herein and agrees with and accepts these terms and conditions and the Company approves the former's application for membership.

- 1.2 The Company is authorised and regulated by the Cyprus Securities and Exchange Commission ("CySEC") to act as a Cyprus Investment Firm ("CIF") carrying out investment and ancillary services under the CIF license number 266/15 subject to the rules, regulations and directives of CySEC from time to time in force ("CySEC Rules").

2 Definitions

- 2.1 In this Agreement the following terms shall have the following meaning:

"Affiliate"	is an associate who is rewarded for each visitor or customer brought by the Affiliate's own marketing efforts;
"Affiliate link"	the unique hyperlink to the Website(s) enabling an Affiliate to refer potential Clients to the Website(s), which enables the Company to identify the Affiliate that has referred such specific Client for the purpose of calculating the Affiliate's Commission.
"Affiliate Program"	means the Company's Affiliate Program available to certain individuals or entities, pursuant to the terms and conditions of this Agreement.
"AML Law"	means the The Prevention and Suppression of Money Laundering and Terrorist Financing Law of 2007-2018, Cyprus;
"Applicable Regulations"	means the Law, the AML Law, the CySEC Rules or any other rules of a relevant regulatory authority, the rules of any

	relevant investment exchange, and any other applicable laws, rules and regulations as in force from time to time and to which this Agreement and the Parties are a subject;
"Business Day"	means a day on which banks are generally open for business in Cyprus and Affiliate's residing country;
"Client"	means a customer who has been or is identified as introduced by the Affiliate to the Company and with whom the Company enters into a Client Agreement;
"Client Agreement"	means the Company's Terms and Conditions that the Client accepts prior to opening an account with the Company;
"Client Information"	means all the information relating to Clients including but not limited to personal data, KYC and due diligence documents and certificates, communications, records, recordings, complaints, responses to such complaints etc.;
"Client Cabinet"	mean designated personal area where all account related information is available to the client;
"Cost Per Lead/CPL"	means a one-time commission project for each explicit sign-up from affiliate. The commission level depends on the quality of leads;
"Lead/Referred Client"	means a prospective individual who may become a Client, who was referred by an Affiliate and identified by means of affiliate link or affiliate code assigned to that Affiliate, provided that this individual signed up through registration form and received access to Client Cabinet;
"Qualified/qualitative lead"	means a lead with valid phone number and who signed up through registration form and received access to Client Cabinet;
"the Law"	means the Investment Services and Activities and Regulated Markets Law of N. 87(I)/2017 of Cyprus;
"MiFID"	means the relevant Markets in Financial Instruments Directive in force and effect any time during this Agreement (including directives No. 2004/39/EC and No. 2014/65/EU), including any thereto relating EU implementing directives and regulations;
"Parties"	means the parties to this Agreement – the Affiliate and the Company;
"Services"	means the services shown in Clauses 1 and 2 of Appendix 1 which the Affiliate will offer to the Company under this Agreement;
"Website"	means the Company's domain name and/or any other domains that the Company operates mainly for informational, educational and promotional purposes.

- 2.2 References to laws, statutory provisions, or to related directives, enactments, orders or instruments are references to those laws, statutory provisions, directives, enactments, orders or instruments as amended or as re-enacted or as their application is modified from time to time.
- 2.3 In this Agreement unless the context otherwise requires:
- (a) words denoting the singular shall include the plural and vice versa and words denoting a given gender shall include all other genders;
 - (b) headings are for convenience only and shall not affect interpretation of this Agreement and references to clauses are to clauses of this Agreement; and
 - (c) references to persons include references to any persons, corporations and to any association or partnership.

3 Participation

- (a) In order to participate in the Affiliate Program, an applicant must submit the Affiliates Application Form to the Company, as well as identification and other documentation requested by the Company (e.g. Proof of Identity, Proof of Residency, etc.).
- (b) The Company shall assess each Affiliate's Application Form and documentation and it may, at its sole discretion, either accept or reject the application to join the Affiliate Program and inform the applicant accordingly.
- (c) The Affiliate hereby acknowledges and agrees to the terms of this Agreement when it completes and submits the Affiliates Application Form to the Company and clicks on the "Submit" button or similar buttons or links as may be designated by the Company on the Website (s) or relevant pages of Website and sections (e.g. Client Cabinet). The Affiliate acknowledges and agrees that it is entering into a legally binding contract and fully agrees to abide by and to be bound by all the terms and conditions set out in this Agreement, as they may apply.
- (d) The Affiliate hereby waives any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under Applicable Laws and regulations.

4 Type of Affiliate Program

- 4.1 The parties agreed that the type of Affiliate program is CPL (Cost Per Lead).

5 Appointment of Affiliate

- 5.1 With effect from the Commencement Date and during the term of this Agreement, the Affiliate shall act as The Company's under the terms of this Agreement and according to Applicable Regulations.
- 5.2 The Affiliate shall provide to the Company the Services enlisted in Appendix 1, which summarily

- involve attracting Clients and prospective Clients for the Company.
- 5.3 The Affiliate's Services hereunder shall not be exclusive, and the Company shall be entitled at any time to appoint any other person or entity to provide services to the Company in any jurisdiction, whether or not similar to the Services to be provided by the Affiliate.
- 5.4 The Affiliate shall have no claims to Affiliate's Commissions generated from leads not referred solely by it to the Company.

6 Regulatory Matters

- 6.1 The Affiliate shall not perform any actions which are or may be in breach of the Law and the Affiliate shall comply with all applicable legal and regulatory requirements in each jurisdiction in which the Affiliate carries out its business.
- 6.2 For the avoidance of any doubt, the Affiliate shall not in its capacity as the Company's Affiliate or otherwise, contact Clients or prospective Clients or provide services on the Company's behalf other than as stated in Appendix 1 of this Agreement.
- 6.3 The Affiliate shall not at any time hold any assets or funds belonging to the Clients or funds which are or are to be treated as Client's funds under the CySEC's regulatory framework.
- 6.4 It is agreed and understood that the Affiliate has an obligation to inform the Company about any changes of the Affiliate's details. It is further understood that the Company is required under the Applicable Regulations of Cyprus to keep track of changes in details relating to the Affiliate that come to the Company's attention and report to CySEC regarding the Affiliate's services to the Company and related activities.
- 6.5 The Affiliate agrees that upon a reasonable written notice it will co-operate with CySEC in any information gathering exercise i.e. being readily available for meetings, granting access to books and records and every other document and information requested, answering questions and granting access to business premises.
- 6.6 The Affiliate agrees that upon the Company's request and without undue delay the Affiliate shall provide the Company and its auditors' any books, accounts, records, access to systems and electronic files and entitlement to information and explanations from the Affiliate's officers, in order to ensure its compliance with the Law, the AML Law, Applicable Regulations and the Agreement. The Affiliate's management shall report directly to the Company with any questions the Company's authorised representative may have in relation to the provision of the Affiliate's Services and its compliance with the Agreement.
- 6.7 The Affiliate confirms that:
- (a) the Affiliate has obtained all necessary authorisations (including, without limitation, any regulatory or governmental consents, approvals or licenses) to enable the Affiliate to enter into and perform its obligations under this Agreement as a Affiliate and it undertakes to maintain such authorizations, licenses and consents during the term of this Agreement;
 - (b) the Affiliate will notify the Company immediately of any actual or potential contravention of any such legal or regulatory requirement and the Company is entitled to assume that all necessary authorisation, license or consent remains in effect until the Affiliate notifies the Company otherwise;

- (d) the Affiliate will notify the Company immediately if any actual or proposed judgment, order, disciplinary sanction is imposed upon or entered against the Affiliate or any other action or claim is taken against it (including without limitation any pending litigation), in relation to its activities under the Applicable Regulations which has, or may have, in the Company's reasonable opinion, a material adverse effect on the Affiliate's reputation or financial standing;
- (e) the Affiliate has, prior to execution of the Agreement, fairly disclosed to the Company all information (including, without limitation, any material information relating to the Affiliate's regulatory standing and details of any material difficulties previously encountered by the Affiliate in the provision to Clients of such similar services as those contemplated in this Agreement) which may reasonably be considered material to the Company in deciding whether to deal with the Affiliate and/or any Client or in determining the basis on which the Company's services should be provided;
- (f) all information supplied by the Affiliate to the Company (including, without limitation, information relating to any Client) is true, complete and accurate in all material respects and the Affiliate will advise the Company forthwith of any material change to information previously provided;
- (g) the Affiliate is solvent;
- (h) the Affiliate has no close links (as defined by the Law) which would prevent the Affiliate from being effectively supervised by the Company or CySEC;
- (i) the Affiliate shall at all times comply and ensure that the persons employed by the Affiliate comply with all the relevant requirements that apply to its activities as the Company's Affiliate under this Agreement;
- (j) the Affiliate shall understand and comply and ensure that the persons employed by the Affiliate understand and comply with all the Applicable Regulations (such as the Law and the AML Law) relating to its business as the Company's Affiliate; and
- (k) the Affiliate, its shareholders, directors and officers have not been subject to any investigation, indictment, conviction or civil enforcement action/ penalty related to money laundering and terrorist financing.

6.8 Notwithstanding termination of this Agreement, the Affiliate will indemnify the Company against any loss or liability suffered by the Company as a result of any contravention of any such legal or regulatory requirement.

7 Affiliates' work principles and Client referring

- 7.1 The Affiliate has a right to create a website relevant to the Company's activities or use his existing website(s) which is preliminary approved by the Company for promoting Company's services.
- 7.2 Before starting to promote Company's service on a new website the Affiliate must receive approval by the Company on usage this website for promoting.
- 7.3 The Client is registered and referred to the affiliate by click on an affiliate link to the Company's official website.

- 7.4 The Client may choose to decline to be attached to the Affiliate and leave affiliate group.
- 7.5 With a view to prevent unfair competition, it is prohibited to move clients from one affiliate group to another, as well as to move present Clients to affiliate groups. This Clause of the present Agreement is to be also observed by present Clients opening new accounts with the Company with an aim to move them to affiliate groups. Note: the Client may decline to be attached to the existing Affiliate and be removed from affiliate group with explanations why he would like to be removed. The Company shall consider and deliver a decision on each application individually.
- 7.6 The Affiliate shall not be entitled to get affiliate commissions from his own accounts and those held by his close relatives if the Affiliate is an individual; as well as from private accounts of founders or accounts of their close relatives if the Affiliate is a legal entity.

8 Marketing Materials

- 8.1 The Affiliate's can use official marketing materials from Website or relevant pages of Website and sections (e.g. Client Cabinet) only, or use its own marketing materials which are required to obtain the Company's written approval prior to use it in promoting purposes on Affiliate website(s) (which shall be approved for promoting purposes by the Company itself).
- 8.2 The Affiliate's marketing materials shall comply with the guidelines provided by the Company and the restrictions set forth herein.
- 8.3 The Affiliates shall not be allowed to alter any of the marketing material provided by the Company. In circumstances where the Affiliate intends to change the Company's information, marketing material, or functionalities that were initially provided and approved by the Company, the Affiliate needs to obtain a new approval from the Company before it proceeds with such changes. The marketing material may be used by the Affiliate only upon receiving the explicit written approval by the Company, which may be denied at the Company sole and exclusive discretion.
- 8.4 In the event that the Affiliate makes use of any marketing material not approved by the Company, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable Laws, to render the affiliate links assigned to such Affiliate inoperative, and immediately block the Affiliate's access to the Affiliate Program and deny any Affiliate's Commission, with no compensation to the Affiliate. The Affiliate hereby irrevocably waives any claim or demand against the Company, its directors, officers, shareholders, employees or against the Website(s) in respect of such action taken by the Company.

9 Trademarks and Logos

- 9.1 Subject to the terms of the Present Agreement, the Company grants to the Affiliate a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable, worldwide limited license to display on such Affiliate's website the marketing material provided by the Company for the sole purpose of providing a link from such Affiliate's website, which website has been confirmed by the Company as included in the Affiliate's Program, to the Website(s) via the affiliate links provided by the Company.

- 9.2 The Affiliate, and anyone on the Affiliate's behalf, shall not assert the invalidity, unenforceability, or contest the ownership of any of the Company and related to the Company entities trademarks, logos or other marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice the Company's rights in any of the trademarks, logos or other marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.
- 9.3 Except as explicitly permitted herein, nothing in this Agreement or on the Website(s), should be construed as granting, by implication or otherwise, any license or right to use any of the trademarks, logos or other marks.
- 9.4 All referred Clients (leads) shall be considered as Clients of the Company only. The Company shall be the sole and exclusive owner of the database of names and contact information and any other data of all referred Clients, including referred Clients identified by the affiliate links. The Affiliate may not contact a referred Client. If, in the Company's opinion, the Affiliate either tries to, or does, make contact with an referred Client the Company shall be entitled to immediately terminate this Agreement and to withhold all Affiliate's Commissions owed to the Affiliate at such time. The Company reserves the right to withdraw such approval at any time and at its sole and absolute discretion if deemed necessary. The Affiliate agrees that the Company may access information from or about visitors to the Affiliate's website and may use such information for any purpose.

10 Inactive Affiliate

- 10.1 The Affiliate acknowledges and agrees that the Company may, without further notice, forfeit all funds, payments and other amounts related to this Agreement and that are due to the Affiliate (if any), but which the Company is unable to pay or deliver to the Affiliate because the Affiliate's account is inactive. For the purposes of this Agreement, "Inactive Affiliate" shall mean an Affiliate who, based on the Company's records:
- (a) has not logged, has no other activity on the Affiliate Account(s) (e.g. clicks, etc.) or has not paid his/her invoices or accepted funds, payments or other amounts that the Company has attempted to pay or deliver for a period of eighteen (18) months or longer; and
 - (b) the Company has been unable to reach or has not received appropriate payment instructions from the Affiliate, after contacting him/her at the contact details kept in the Company's records.

11 Introducing Clients

- 11.1 For the duration of this Agreement, from time to time the Affiliate may notify the Company that it wishes the Company to accept a prospective Client, or redirect a prospective Client to the Company for the purposes of this Agreement. The Company may, however, in the Company's absolute discretion, refuse without prior notice to the Affiliate to accept any prospective Client giving a reason or being liable for any resulting loss. If the Company agrees to accept any person

- introduced by the Affiliate, then such person will enter into a Client Agreement with the Company and the Company will open an account in the Company's books in the name of the Client, whereupon the Client shall be bound by the terms of the Client Agreement.
- 11.2 For the purposes of the CySEC Rules, the Affiliate agrees that the Company shall treat the Client as the Company's Client. The Company will classify the Clients in accordance with the CySEC Rules.
- 11.3 The Company will deal directly with Clients that sign the Company's Client Agreements, unless the Company requires the Affiliate's further assistance as provided for in this Agreement.
- 11.4 The Company is entitled to assume, without enquiry, that any information which the Affiliate gives to the Company about the Client is complete and accurate and that it remains so unless the Company is advised otherwise by the Affiliate. The Company is required to perform an appropriateness assessment and/or a suitability assessment for prospective Clients under the CySEC Rules derived from MiFID II.
- 11.5 The Company will require further information about the Clients and/or the Company shall apply the Company's own identification/verification procedures. The Affiliate shall comply with all reasonable requests or instructions notified to the Affiliate by the Company from time to time. Upon such requests or instructions, the Affiliate agrees to provide the Company with any relevant information which the Affiliate may have concerning persons introduced to the Company by the Affiliate, so as to ensure that the Company can comply with the Company's obligations to verify the identity of Clients under the AML Law and related CySEC directives and with the Company's responsibilities under the Law and all other Applicable Regulations with respect to such Clients.

12 The Affiliate's Obligations

- 12.1 The Affiliate is obliged to attract new Clients so that Clients enter into brokerage service agreements with the Company and operate on financial markets under the Company's terms and conditions.
- 12.2 The Affiliate is obliged to open an affiliate account with the Company for receiving commissions.
- 12.3 The Affiliate is obliged to be competent at the Company's services and master general information about international financial markets.
- 12.4 The Affiliate is obliged to study all the Company's informational resources on his own.
- 12.5 The Affiliate shall not be entitled to make any sub-agency and other agreements (contracts), which give a right to delegate Affiliate's authority, in full or in part, to the third parties under the present Agreement without prior written consent of the Company. Assignment of right of demand is only possible after obtaining the Company's consent.
- 12.6 The Affiliate has a right to plan and implement marketing and advertising campaigns, provided that the Company approved the campaigns.
- 12.7 The Company reserves the right to cancel affiliate commissions without prior notice in case the Affiliate was found to request the keyword "instaforex" and its spelling variations, including conformable words in other languages, in such search engines as YANDEX, GOOGLE etc. to attract new Clients.

- 12.8 The Company reserves the right to cancel affiliate commissions without prior notice in case if the Affiliate uses InstaForex brand in bulk mail-out in social networks, including automated mail-out and usage of several accounts as well as any other violations of user agreements of social networks.
- 12.9 The Affiliate has a right to replenish the affiliate account and withdraw funds from it in accordance with the Client Agreement.
- 12.10 As stipulated in the Client Agreement, the affiliate account is available in the mode of a trading account, i.e. the Affiliate has a right to conduct trading operations on the affiliate account. Due to rapid changes in the exchange rates of national currencies used by clients to replenish their trading accounts, the Company reserves the right to use an average of these exchange rates in settlements with the Affiliates.
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- 12.11 In case of any problems related to business running and rendering the Company's services, the Affiliate shall contact the Company with details of a problem so that the Company can consult the Affiliate in time on possible ways to solve it.

- 12.12 The Affiliate has a right to monitor efficiency of promotional campaigns through affiliate dashboard in Client Cabinet.
- 12.13 The Affiliate has a right to use promotional materials provided by the Company such as banners, widgets/informers, text links, landing pages etc.
- 12.14 The Affiliate has a right to use the design of the Company's brand production for advertising.
- 12.15 The Affiliate has a right to promote services of the company using approved marketing materials.
- 12.16 The Affiliate has a right for a free affiliate website with regularly updated content. The Affiliate shall be entitled to give it a domain name. The latter is to be approved by the Company in advance.
- 12.17 The Affiliate shall perform the Services including without limitation the Affiliate's obligations under this Agreement and otherwise conduct the Affiliate's business and affairs in accordance with such professional and ethical standards as are widely regarded as being best practice and in accordance with Applicable Regulations. The Affiliate shall not take any steps which would cause the Company to fail to observe the standard of behavior reasonably expected of persons in the Company's position as a CIF and will comply with all applicable laws and rules and requirements applicable to the Affiliate or the Company and disclose to the Company promptly any complaint, regulatory investigation, or disciplinary action or any other development that may have a material impact on the Company's ability to provide the Services in accordance with Applicable Regulations.
- 12.18 Subject to any restrictions contained in this Agreement, the Affiliate shall provide the Services.
- 12.19 The Affiliate shall:
 - (a) not take or omit to take any action which the Affiliate know or ought reasonably to know is reasonably likely to prejudice or to bring into disrepute in any manner the Company's business or reputation or that of any of the Company's associates;
 - (b) not knowingly do or commit (or permit to be done or committed) any act, matter or thing that the Affiliate knows or ought reasonably to know is reasonably likely to put the Company in breach of any of the provisions of the Client Agreement or Applicable Regulations; for example the affiliate will use the abbreviated CFD Risk Warning only if the Affiliate has a character limit which is lower than the number of characters comprising the full or the abbreviated risk warning, provided that the advertisement also links to the Company's web page on which the full risk warning is disclosed. Otherwise, the full CFD Risk Warning as required by ESMA will be used.
 - (c) not make any representation or warranty concerning the Company except as authorised by the Company;
 - (d) not, in the Affiliate's capacity as a Affiliate, incur any liability on Company's behalf or in any way pledge or offer any credit or accept or enter into any contract binding;
 - (e) not, sign on the Company's behalf;
 - (f) not give investment advice or provide investment and ancillary or services in the Company's name or on the Company's behalf;
 - (g) not receive funds or any other financial instruments from Clients; and
 - (h) at all times act in good faith for and towards the Company.
- 12.20 The Affiliate shall maintain appropriate records in relation to the Affiliate's Services and provide the Company with such information on the performance of the Affiliate's obligations under this

Agreement as is agreed between the Parties to the Agreement in writing from time to time or otherwise reasonably required by the Company in writing in order to satisfy the Company that the Affiliate is performing its obligations effectively and in accordance with the Applicable Regulations.

- 12.21 The Affiliate shall procure that no marketing literature or documentation other than that directly translated from the Company's existing English based literature and for this purpose provided by the Company to the Affiliate or approved by the Company in advance shall be utilised in relation to the introduction of prospective Clients. No such material may be changed or altered without the Company's explicit written consent. Nothing in this Agreement shall be interpreted as the Company's obligation to provide marketing literature or documentation to the Affiliate or to approve any material for marketing purposes submitted by the Affiliate to the Company for its approval.

13 The Company's Obligations

- 13.1 The Company shall provide to the Affiliate the Company's Client Acceptance Policy, Conflicts of Interest Policy, Clients' Complaints Procedure. The Company may provide at its sole discretion from time to time to the Affiliate relevant marketing material.
- 13.2 The Company shall provide the Affiliate with clarifications, information and training (when required) on the material, information and documents of Clause 13.1.
- 13.3 The Company shall inform the Affiliate of the name of the Company's Anti Money Laundering Compliance Officer to whom reports for suspicious actions will be made. The Company shall also inform the Affiliate of the details of the Company's Compliance Officer where Client complaints will be sent.
- 13.4 The Company shall pay the Affiliate the Fees under this Agreement.
- 13.5 The Company is obliged to maintain a comprehensive record of all operations made by Clients.
- 13.6 The Company shall provide the Affiliate with information concerning the content of agreements signed as well as the terms and conditions of Clients participation in foreign exchange trading.
- 13.7 The Company has a right to request the Partner to provide a full report on the course and results of the Client attraction campaigns.
- 13.8 The Company has a right to terminate the Present Agreement in case the Affiliate did not attract 3 or more Clients within 3 months since registration with the Company's affiliate program. The Affiliate shall not be entitled to refer close relatives if the Affiliate is an individual, or close relatives of the founders if the Partner is a legal entity. The Affiliate shall not be entitled to refer his own accounts.
- 13.9 The Company has a right to exclude a Client account from the affiliate group of the Affiliate in case the Client did not replenished his account within 3 months since registration.
- 13.10 In the event that the Affiliate fails to perform any obligations under the present Agreement, the Company has a right to exclude Clients from his affiliate group.
- 13.11 In the event that the Affiliate breaches or fails to perform any obligations under the present Agreement, the Company shall be entitled to terminate the present Agreement at its sole discretion.
- 13.12 The Company has a right to perform other actions stipulated in the present Agreement and its Appendices.

14 Confidentiality Obligations and Personal Data

- 14.1 The Affiliate shall, save to the extent necessary to effect introductions hereunder and to perform its obligations under this Agreement (and notwithstanding any termination of this Agreement), keep all information relating to the Company and the Company's services and the Company's Clients strictly confidential and shall not disclose the same to any other person or seek to utilise the same in order to obtain any commercial advantage over the Company for the Affiliate or any other person or entity.
- 14.2 The Affiliate shall collect and keep any Client Personal Data strictly confidential and use it according to the EU General Data Protection Regulation 2016/679 and the Processing of Personal Data (Protection of the Individual) Law of 2001. It is understood that the controller of the personal data of Clients shall be the Company.
- 14.3 The Affiliate understands that a breach of the confidentiality of Client Information may lead to claims against the Company in the courts for compensation, fines upon the Company from the Data Commissioner of Cyprus and reputational damage to the Company's business. The Affiliate agrees to keep the Company indemnified and harmless from such losses.
- 14.4 The Affiliate agree to take appropriate technical and organizational measures to protect the confidentiality of Client Information, by amongst other things, limiting the access to Client Information only to those members of the staff that is absolutely necessary in order to perform the Affiliate's obligation hereunder and requiring from its staff sign a confidentiality and non-disclosure agreement.
- 14.5 The Affiliate agrees that if it sends marketing material, acquired from the Company or approved by the Company pursuant to Clause 6.5, to the Clients who are natural persons in order to promote the Company's business, products and services, the Affiliate should comply with the provisions of GDPR legislation (including but not limited to have all the necessary consents of individuals, if required under the respective local regulation) and give individuals the opportunity to object. If an individual does object, the Affiliate needs to inform the Company immediately and the Affiliate must not send that individual direct marketing again unless the individual specifically asks for it.
- 14.6 It is agreed and understood that all the Client Information belongs to the Company, and after the termination of this Agreement the Affiliate shall not have the right to keep any copies or use such information.

15 Conflicts of Interest

- 15.1 The Affiliate shall immediately notify the Company of any conflicts of interest that may arise at any time between the Affiliate and its personnel, including its managers and employees, and the Clients or between one Client and another, that arise in the course of this Agreement.
- 15.2 The Affiliate shall follow the Company's Conflicts of Interest Policy (to the extent applicable to the Affiliate including the Affiliate's personnel, managers and employees) and take all the required measures to avoid conflicts of interest situations.

16 Indemnity

- 16.1 The Affiliate agrees to indemnify and hold the Company harmless, its directors, officers, employees and affiliates, from and against any liability, claims, demands, proceedings, costs, damages, expenses (including legal fees) and penalties whatsoever suffered or incurred by the Company arising from the Affiliate's own negligence, willful default or fraud or breach of any of the Affiliate's obligations under this Agreement.

17 Client's Funds

- 17.1 The Affiliate will make clear and understandable to the Clients, that the Company does not accept third party payments and hence all funds provided by the Client will be paid by the Client directly towards the Company's designated segregated bank account(s) or those of the Company's clearing firm as notified by the Company. Any payment due and payable by the Client to the Company must be made by telegraphic transfer or any other method of electronic funds transfer acceptable by the Company.

18 Client's Complaints

- 18.1 The Affiliate will promptly inform the Company by telephone and in writing (via fax or email), of any complaints it is aware of against the Company, marked for the attention of the Company's Compliance Officer in Cyprus within 24 hours from its reception. Where appropriate and possible the Affiliate shall submit a full and detailed report with any supporting documents relating to the complaint within five (5) days from the day the complaint was received.
- 18.2 The Affiliate agrees to notify the Company about any written complaint received from a Client which relates to any function that the Affiliate has undertaken and, in the event the Affiliate deems action is necessary, the Affiliate shall undertake reasonable steps to amend its procedures to avoid the occurrence of similar complaints in the future.

19 Fees and mutual settlements

- 19.1 The Company shall pay to the Affiliate for provision of its Services (subject to condition that the Affiliate has been acting and performing its obligations under and in accordance with the Agreement and Applicable Regulations) as remuneration such fees as are set out in the Appendix 2 (if standard rates are applied) or in Appendix 3 (if individual rates are applied).
- 19.2 In case registration data of the Affiliate coincides, in part or in full, with registration data of the Client who belongs to the affiliate group, the Company reserves the right to regard this coincidence as a ground to apply Clause 7.5 of the present Agreement to the affiliate account in full measure.
- 19.3 In case the account of the Client belonging to the affiliate group of the Affiliate and the affiliate account are found using the same IP address, the Company reserves the right to consider this coincidence as a ground to apply Clauses 7.5 of the present Agreement to the affiliate account in full measure.

- 19.4 The Company may regard cases of violation of Clauses 8.3 and 19.13. of the present Agreement by the Affiliate as activity inconsistent with the affiliate program principles. The Clients referred through violation of the above-mentioned Clauses of the present Agreement shall be excluded from the affiliate group, and commissions derived from their trades shall be cancelled in full.
- 19.5 The Company reserves the right to deny the Affiliate's request for withdrawing affiliate commissions in case of detecting the misapplication of the present Agreement and inconsistency of the Affiliate's activity with the present Agreement.
- 19.6 On a monthly basis, the Affiliate has a right to request the Company to check the number of Clients referred and the number of Clients' accounts.
- 19.7 Should orders on the account of a referred Client be detected violating Company general regulations, the rules of the bonus system or should commissions be charged from allegedly fraudulent accounts the Company reserves the right to cancel the commissions from such accounts and exclude such Clients from the affiliate group.
- 19.8 A commission is credited to the affiliate account not earlier than 1 calendar month after the Client made a deposit and meet to conditions of referred client. The maximum term is not stipulated in order to prevent illegal use of the program.
- 19.9 In case the Client belonging to the affiliate group applied to the Company's Dealing Department with a claim regarding an order for which the Affiliate received a commission, the Company reserves the right to cancel the affiliate commission in full.
- 19.10 The Company pays commissions to the Affiliate in accordance with the rates applied in the Appendix 2 (if standard rates are applied) or in Appendix 3 (if individual rates are applied).
- 19.11 The Parties undertake to calculate and pay their taxes and other third party fiscal duties independently.
- 19.12 Requests for withdrawing the affiliate commission shall be processed within the term defined by the payment system but not later as it is regulated by Law.
- 19.13 The Company shall pay the Affiliate a commission only in case the Affiliate attracted not less than 3 leads.
- 19.14 When calculating commissions, the Company has a right not to take into consideration trades made by Clients as a result of the trading platform faults and exclude Clients responsible for such trades from the affiliate group.
- 19.15 In the event of any dispute or complaint by the Client, the Company has the right to withhold any amount due for the Affiliate until the complaint is resolved.
- 19.16 Each Party shall be responsible for paying all taxes, if any, imposed upon it by applicable law in connection with the Agreement. The Company shall not be liable for the Affiliate's personnel salaries, benefits and social insurance, rent or offices expenses, any travel, communication expenses incurred by the Affiliate in relation to this Agreement. The Company shall cover any expenses for events or publications the Affiliate organizes upon request of the Company, provided that such expenses and costs have been approved by the Company beforehand.
- 19.17 The Affiliate acknowledges that the quality of providing the Services is of the essence to the Company.
- 19.18 Notwithstanding anything to the contrary, the Affiliate shall not be entitled to receive the Affiliate's Commission for any referred Client if the timeframe indicated in the Present agreement and conditions of lead are not met.

20 Termination

- 20.1 This Agreement shall commence when the Affiliate clicks on the “Submit” button or similar buttons or links as may be designated by the Company on the Website (s), herewith, the Agreement acceptance date and time is recorded in the company logs and is available to the Affiliate in the client cabinet AND, subject to Clause 20.2 below, shall continue until terminated by one month’s written notice given by either Party to the other at any time.
- 20.2 Either Party may terminate this Agreement forthwith at any time by giving written notice to the other ("the Party in Default") if:
- (a) the Party in Default goes into administration or liquidation or becomes insolvent or is wound up or resolves to do so or a petition seeking an administration or winding-up order is issued in relation to the Party in Default (or an analogous event occurs under the law of any jurisdiction); or
 - (b) the Party in Default either commits any breach of this Agreement which is irremediable or, if remediable, is not remedied within 10 days after written notice is given to the Party in Default by the other requiring such remedy.
- 20.3 In addition, the Company shall be entitled to terminate this Agreement immediately, by notice in writing to the Affiliate, and without further obligation to the Affiliate, if
- (a) the Affiliate breaches one or variety points of these Agreement
 - (b) the Affiliate ceases, in the Company’s reasonable opinion, to be fit and proper to introduce prospective Clients to the Company,
 - (c) if the Affiliate no longer holds the necessary authorisation, licence or consent that enable the Affiliate to perform its obligations as an Affiliate under this Agreement
 - (d) if the Affiliate is prevented, for any reason, from carrying out its activities hereunder.
- 20.4 Forthwith upon any termination of this Agreement the Affiliate shall procure the delivery to the Company of all documents belonging to the Company (including all the Client information the Affiliate holds and marketing literature and various documents provided to the Affiliate pursuant to the Clause 12.22), transfer relevant records or data to the Company, and undertake not to retain any copies thereof.
- 20.5 Notwithstanding any termination of this Agreement, the Affiliate shall provide all information and assistance required by the Company for the purpose of dealing with the Clients prior to such termination and shall take no action which may result in such Clients terminating or ceasing to develop their relationship with the Company.

21 Notices

- 21.1 All notices shall be in writing and may be served personally at or by fax, courier or email to the Company’s respective addresses indicated in this Agreement or Website of the Company or the Company may give notice to the other from time to time. The Affiliate shall ensure that at all times the Company would be able to communicate with the Affiliate by telephone, fax or email.

- 21.2 Such notice or other communication will be deemed effective when in writing and delivered in person or by courier, on the date it is delivered or if sent by facsimile transmission, on the date that transmission is received by the recipient, or if sent by registered mail or the equivalent, on the date that mail is delivered or if sent by email on the date that email is delivered, unless the date of delivery (or attempted delivery) or the date of receipt, as applicable, is not a Business Day or the communication is delivered (or attempted to be delivered) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

22 Governing Law and Jurisdiction

- 22.1 This Agreement shall be governed by and construed in accordance with Cyprus Law and, subject to the dispute resolution provisions in Clause 23.1, the Affiliate irrevocably agrees for the Company's exclusive benefit that the courts of Cyprus are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any proceedings may be brought in such courts.
- 22.2 Nothing contained in this Clause 22 shall, however, limit the Company's right to take proceedings against the Affiliate or any Client in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

23 Dispute Resolution

- 23.1 In the event of any dispute arising out of or in relation to this Agreement, the Parties must first use their respective best endeavours to consult and negotiate with each other, in good faith and, recognising their mutual interests, attempt to reach a just and equitable settlement of the dispute satisfactory to both Parties. To such end the Parties must within seven (7) working days of a dispute arising, convene a meeting between persons nominated by each Party (the "Appointed Persons") and other relevant members of management to attempt to resolve the dispute. If the Appointed Persons do not reach such a settlement within a further period of fourteen (14) working days (the "Negotiation Date"), the negotiations end. If the Appointed Persons agree upon a resolution or disposition of the dispute, they will sign a statement setting out the terms of the resolution or disposition and the Parties will ensure that the resolution or disposition is fully and promptly carried out.
- 23.2 Nothing in this clause 17 shall prevent either Party from applying to court for interim relief or order.

24 Amendments

- 24.1 The Company may change the Affiliate's CPL project at any time and at its sole discretion, including, but not limited to, setting any baseline, threshold or minimum deposit(s) and/or other requirements and/or for receiving any Affiliate's Commission set forth hereunder. The Affiliate shall be notified of any material changes by email or via Client Cabinet. In the event the Affiliate does not agree to such change, it shall notify the Company within three (3) business days of receiving such notice from the Company and the Agreement shall be terminated immediately. In the event the Affiliate does not notify the Company by email within three (3) business days from receipt of the notice, it shall be deemed as an approval by the Affiliate to such change in the CPL project.
- 24.2 Change of Affiliate program and fees are possible only if the Company and the Affiliate agreed it in additional agreements.
- 24.3. The Affiliate acknowledges that the Company reserves the right to change, add, rename or leave unaltered the general provisions of Affiliate agreement that are offered in terms of the present Agreement. If any changes of general provisions of Affiliate agreement are applied the Affiliate shall be notified by email or via Client Cabinet. In the event the Affiliate does not agree to such change, it shall notify the Company within three (3) business days of receiving such notice from the Company and the Agreement shall be terminated immediately. In the event the Affiliate does not notify the Company by email within three (3) business days from receipt of the notice, it shall be deemed as an approval by the Affiliate to such changes.

25 Force Majeure

- 25.1 Parties shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by the Affiliate as a result of any total or partial failure, interruption or delay in the performance of The Company's duties and/or obligations under this Agreement occasioned by any act of God, fire, war, civil commotion, labour dispute, act of government, state, governmental or supranational body or authority, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between the Company and the Affiliate or any other third party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond the Company's reasonable control.

26 Severability

- 26.1 If any provision of this Agreement shall be held to be void, invalid or unenforceable the same shall be deemed to be deleted to the extent necessary to cure such voidability, invalidity or unenforceability and all other provisions of this Agreement shall remain in full force and effect.

27 Miscellaneous

- 27.1 This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and the basis of all Company's dealings with the Affiliate and supersedes all

- previous written or oral communications or understandings, whether formal or informal, with respect thereto.
- 27.2 No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
- 27.3 The rights and remedies in this Agreement and the indemnities contained in Clause 16 are cumulative and not exclusive of any rights or remedies provided by law.
- 27.4 Unless otherwise permitted by the CySEC Rules or any other Applicable Regulations, nothing in this Agreement shall be taken to exclude or restrict the Company's obligations under the CySEC Rules or any other Applicable Regulations. The Company shall be entitled to take any action as the Company considers necessary in the Company's absolute discretion to ensure compliance with the CySEC Rules or any other Applicable Regulations and such actions shall be binding on the Affiliate and shall not render the Company or any of the Company's directors, officers, employees or agents liable.
- 27.5 Subject to any restrictions contained this Agreement, the Affiliate agrees that the Company (including the Company's associates, employees or representatives) shall be entitled to telephone the Affiliate without express invitation (or make other "unsolicited real-time communications") during normal business hours (or such other times as may be convenient) if the Company considers it appropriate.
- 27.6 Nothing in this Agreement is intended to confer on any person who is not a party to this Agreement any rights to enforce any term of this Agreement.
- 27.7 The Affiliate may not transfer this Agreement or any interest or obligation in or under this Agreement and any purported transfer shall be null and void.
- 27.8 If the Affiliate is a partnership or more than one person, any liability arising under this Agreement shall be deemed to be the joint and several liabilities of the partners in the firm or of such persons as aforesaid. This Agreement shall not be terminated or prejudiced or affected by any change in the constitution of such firm or by the death of any one or more of such persons but in the event of any such death notice of termination shall be given by the survivor or survivors of such persons or the personal representatives of any such persons who have died.

APPENDIX 1

The Services

1. Promoting the Company's investment or/and ancillary services without direct or indirect contact with the Clients;
2. Attracting/Soliciting Clients or prospective Clients for the Company using affiliate website.
3. It is agreed by parties to consider qualitative leads (a lead with valid phone number and who signed up through registration form and received access to Client Cabinet) only.
4. It is agreed by parties to use advance scheme of payment.
5. Any other payments are possible only if the Company and the Affiliate agreed it in a collateral arrangement.

APPENDIX 2

Fees

- 1 It is settled to use Cost Per Lead (CPL) commissions scheme;
- 2 Cost Per Lead means a one-time commission project for each explicit sign-up from affiliate;
- 3 Affiliate commission amount is fixed and equals to 10 EUR/USD per lead.