Your consent to the terms of this agreement ("Agreement") with Marketing Partners Limited ("Company", "We" or "Us") is signified by clicking the box entitled "I have read and agreed to the Affiliation Agreement" in our Program Participation Form.

IF YOU DO NOT WISH TO ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT PROMOTE THE SITE(s) of the Company/ its contractor

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1. Definitions
    1. Account: The uniquely assigned account that is created for each Trader when it completes an account application at any of the Promoted Sites and is approved by the Company/ its contractor.
    2. Affiliate: A person or entity that received confirmation from the Company/ its contractor, at the their sole discretion, that it has successfully completed the Program Participation Form, that it is included in the Program and that it has received a Tracker ID linked to the Site(s) in accordance with the terms of this Agreement.
    3. Affiliate Fee: The amount payable to the Affiliate due to the (i) Compensation Plan, and/or the Referrals fee (as applicable), based solely and exclusively on the Company's/its contractor data and calculations as specified in the Report.
    4. Affiliate Section: The area of the Site(s) where each Affiliate may review the Report, register Referred-Affiliates, update their profile, create additional Tracker IDs, select Banners and Text Link and other additional functions. The Company/ its contractor reserves the right to add and/or remove any tools from the Affiliate Section at any time, at its sole and absolute discretion.
    5. Banner and Text Link: Any means of graphics, pictures, animation, artwork or text that an Affiliate uses to promote the Program and/or to hyperlink Traders from Affiliate's website to the Site(s).
    6. Bonus: Such incentives awarded or given to Traders from time to time to encourage their activity as a Trader.
    7. Company: means company **Marketing Partners Limited** (CR No.: 2903523), a legal entity with its registered office at: 19H Maxgrand Plaza, No.3 Tai Yau Street, San Po Kong, Kowloon, Hong-Kong; and Company’s Affiliated entities - any legal entity, which is controlled by the Company, which controls the Company or which is under common control with the Company.

8. Promoted Marks: means Trademarks, trade names, service names, Banners and Text Links, marketing tools, logos placed on the Platform or otherwise used with respect to the Platform or the Site promoted under the terms of the present Agreement and all similar proprietary rights, together with all translations, adaptations, derivations and combinations thereof, all applications, registrations and renewals in connection therewith, and all rights to corporate names, metatags and universal resource locators owned or used by the Company/its contractor.
9. Promoted Platforms: MT4 and MT5.
10. CPA Plan: An Affiliate compensation plan where Affiliate shall receive its Affiliate Fee according to the number of Qualified Traders referred by it to the Site(s), registered via web terminal and the Affiliate Fee as shall be specified on the Affiliate Section, as updated from time to time at the Company's/its contractor sole and absolute discretion. For example, if an Affiliate is entitled to receive $100 per Qualified Trader, and Affiliate referred 10 Traders in a certain month, 8 of which are Qualified Traders, Affiliate shall be entitled to receive consideration for such month 8*100 = US$800.
11. Fraud Traffic: Any deposits, Gross Revenue or traffic generated at the Site(s) through illegal means or in bad faith to defraud the Company/its contractor, regardless of whether or not it actually causes harm to the Company/ its contractor. Fraud Traffic includes, but is not limited to, Spam, false advertising, deposits generated by stolen credit cards, collusion, manipulation of the service, system, bonuses or promotions, offers to share the Affiliate Fee directly or indirectly with Traders, and any other unauthorized use of any third party accounts, copyrights or trademarks.
12. Gross Revenue: The aggregate Spreads or Commission revenue actually received by the Company from each Trader (directed by an Affiliate and identified by a Tracker ID assigned to such Affiliate or identified by entering a sign up bonus code assigned to such Affiliate) registered via web terminal solely as a result of activity by the Trader on the Trading Platform, less any Bonuses given to the Trader, charge backs, or any un-collectable revenue attributable to the Trader.
13. Promo Material: Any material used by an Affiliate in order to promote any activity related to the Company/ its contractors or the Site(s), including Banners, Text Links and any other promotional material that an Affiliate subsequently uses or develops to refer or hyperlink Traders from the Affiliate's website to the Site(s).
14. Program: Company's affiliate program regulated by this Affiliation Agreement, CPA Plan, Revenue Sharing Plan and other documents, confirmed by the Company: the Program is located at the Site.
15. Program Participation Form: A registration form located at the Site for the participation in the Program.

16. Qualified Trader: A human user who was directed by an Affiliate and identified by a Tracker ID assigned to such Affiliate or identified by entering a sign up bonus code assigned to such Affiliate; registered via web terminal, provided that: such Affiliate is confirmed by Company as included in the Program and is linked to the Site(s) in accordance with this Agreement, such user has been approved by the Company/ its contractor and has made a minimum real money net deposit (deposit - withdrawal) of at least US$50 (or such other minimum amount as shall be specified by the Program from time to time) within the Qualification Period; the Company/ its contractor has collected from such user Gross revenue in an amount of at least US$40, or such other amount as shall be specified by the Program from time to time, and such user is not already registered to the Site(s) under a different name or through a different identity. It is hereby clarified that neither an Affiliate nor any of its Affiliated Parties are eligible to become Qualified Traders under such Affiliate's Tracker ID(s), and should Affiliate or any of its affiliated parties do so register, Affiliate will not be eligible to receive the applicable commission or any other compensation whatsoever. For the purposes hereof, the term "Affiliated Party" shall mean any of the following: any member of Affiliate's immediate family; any individual, corporation, partnership, joint venture, trust, and any other body corporate or unincorporated organization, directly or indirectly controlling, controlled by or under common control with Affiliate.
17. Qualification Period: a period of seven hundred and thirty (730) consecutive calendar days commencing on the date of a referred human user’s initial successful registration.
18. Report: Information regarding the Affiliate Fees, Trader tracking and other information relevant to the Affiliate provided by the Company/its contractor to the Affiliate in the Affiliate Section.
19. Revenue Sharing Plan: An Affiliate compensation plan where the Affiliate Fee payable to Affiliate is calculated as a percentage of the Gross Revenue attributed to such Affiliate. For example, if an Affiliate is entitled to receive 25% for Gross Revenue from US$10,001 up to US$20,000, and in a certain month such Affiliate referred such number of Qualified Traders which generated a total of US$15,000 Gross Revenue in such month, Affiliate shall be entitled to receive consideration for such month 25%*15,000 =US$3,750.
20. Site: Promoted site: Company’s/its contractor’s Internet site promoted under the terms of this Agreement and indicated in the title hereof.
21. Spam or Unsolicited Promotions: Any emails or any other messages that are circulated by Affiliate, directly or indirectly, including messages that are posted on social media networks, newsgroups, forums, chat boards and other types of online media and which: are directed at third parties who have not consented in writing in advance to receiving promotional

messages from such Affiliate; contain false or misleading statements; do not truthfully identify the source or the originating IP Address from which it was sent; or do not provide the recipient with an option to easily be removed from receiving future mailings or promotions.

22. Spread: The difference between the Buy price and the Sell price of a certain instrument at the time the Trader opens a position on the Platform.
23. Commission: Commission for opening up a trade position, % (can vary depending on the market situation)
24. Referrals: Any person or entity which Affiliate referred to this Program as a referrals, and such entity or person was approved by the Company/ its contractor.
25. Tracker(s) ID: The unique Tracking ID, which is related to the Tracker URL or sign up bonus codes that the Company/its contractor provides exclusively to the affiliate, through which the Company/its contractor tracks and calculates Affiliate Fee.
26. Tracking URL: A unique hyperlink to the Site(s) enabling an Affiliate to refer potential Traders to the Site(s), and enables Company/its contractor to identify the Affiliate that has referred such specific Trader for the purpose of calculating the Affiliate Fee.
27. Trademarks: All trademarks (registered and unregistered), service marks and logos displayed on the Site(s) and/or promoted under the terms of the present Agreement.
28. Trader(s): Any user of the Platform.
29. Platform: Trading or Exchange platform: The technologies providing the Company/ its contractors the opportunity for provision of services on the international financial market and or crypto market and dedicated for online trading, allowing participants to trade online either for fun or for real money, and including the Company's/ its contractor billing, support, retention and promotion services and activities.

2. Affiliate Program
    1. Participation. In order to register an account, Partner fills a registration form on the Site. Partner accepts all conditions of this agreement.
    2. Compensation Plan.
        1. Subject to any applicable regulation and the Company's/its contractor approval, the applicant shall choose a Compensation Plan on the Affiliate Participation Form. An Affiliate may not change the elected Compensation Plan.
        2. The Company/its contractor may change an Affiliate's Compensation Plan, at any time and at its sole and absolute discretion, by sending such Affiliate a notice to such effect by e-mail. In the event Affiliate does not agree to such change, it shall

notify the Company by return e-mail within three (3) days of receiving such notice from the Company, and the Agreement shall terminate immediately. In the event Affiliate does not notify the Company within three (3) days from the notice, it shall be deemed as an approval by the Affiliate to such change in the Compensation Plan. It is hereby clarified that Affiliate will continue to receive payment with respect to Traders identified by a Tracker ID prior to the date of any such change in the Compensation Plan, in accordance with the amended (changed) terms of the applicable Compensation Plan .

3. Costs and Expenses. The Affiliate shall bear all costs and expenses of any nature whatsoever incurred in connection with this Agreement. Under no circumstances shall the Company be liable hereunder for any amounts other than the Affiliate Fee.

3. Tracking; Payment: Restrictions
    1. Affiliate Fee. The Affiliate Fee shall be calculated as follows:
        1. Revenue Sharing Plan: The Affiliate Fee shall be that percentage of the Gross Revenue of the Traders referred by and tracked to such Affiliate. The percentage shall be specified on the Affiliate Section as updated from time to time at the Company's/its contractor sole and absolute discretion. Using this plan you receive a percentage of the Gross Revenue generated by the traders you referred to us and who registered via a web terminal.
        2. Forex CPA Plan: The Affiliate Fee for each Qualified Trader (that was registered via web terminal only) referred by an Affiliate to the Site(s) shall be specified on the Affiliate Section, as updated from time to time at the Company's/its contractor sole and absolute discretion. Crypto CPA plan: Special terms of calculation and payout of affiliate fee per each Qualified trader who trades cryptocurrencies.
        3. Referrals Fee. The Company shall pay each referral its fees in accordance with the provisions of Revenue Sharing Plan or CPA plan.
        4. Revenue Sharing Plan: If more than 70% of the earnings for a given recording period come as a result of the trades of one Client, the Company has the right to not credit payouts to the affiliate for this client until this percentage becomes lower
        5. If for whatever reason Company is unable to provide liquidity to Customers by using conventional means, Company may at any time, at its discretion, transfer such Customers to a "hedge" schema and reduce Partner’s remuneration accordingly.

2. Tracking and Payment. The Company/its contractor shall track Traders' (who were registered via web terminal only) activity for the purpose of calculating the Affiliate Fee and such information shall be available to the Affiliate in the Affiliate Section. The Affiliate Fee shall be paid on a monthly basis in accordance with the information set forth in the Report. The company shall not pay for the Fraud Traders or Traders attracted under fraud traffic and/or fraudulent activity. If the Company/its contractor noticed any fraud activity from the trader from whom payment to the affiliate was already made, the company shall deduct paid amount from the affiliate. Misleading banners, texts and acquisition campaigns are prohibited. If found this can result in full reject of the traffic without any payment.
3. All payments shall be based on Advertiser's statistics and on reputable 3rd-party providers (Myaffiliates platform, Adjust, TUNE, Kochava, Get Cake, etc).
4. Time of Payment. Affiliate Fee will be payable within fourteen (14) working days after the end of each calendar month, except that, in no event will the Company pay to an Affiliate an amount which is less than US$50
5. Method of Payment. Affiliate Fees by the Company shall be made in any currency and method as may be determined by Company, in accordance with the Company's policy and subject to applicable law. Charges for wires or courier charges for checks will be covered by Affiliate and deducted from the Affiliate Fee.
6. COMPENSATION FOR QUALIFIED TRADERS ONLY. 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 AFFILIATE FEE FOR ANY TRADER UNLESS AND UNTIL SUCH TRADER HAS BEEN APPROVED AND QUALIFIED BY THE COMPANY AS A QUALIFIED TRADER. FOR THE REMOVAL OF ANY DOUBT IT IS HEREBY CLARIFIED THAT THE COMPANY RESERVES THE RIGHT, AT 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/EARNINGS AND/OR OTHER REQUIREMENT(S) FOR QUALIFYING INTO ANY OF THE COMPENSATION PLANS AND/OR FOR RECEIVING ANY AFFILIATE FEE SET FORTH HEREUNDER.
7. 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 AFFILIATE FEE FOR ANY TRADER UNLESS AND UNTIL SUCH TRADER HAS BEEN APPROVED AND QUALIFIED BY THE COMPANY AS A NEW TRADER. TRADER IS NOT CONSIDERING BEING NEW IF HE IS A PRESENT CLIENT OR AS A CLIENT IN PAST. FOR THE REMOVAL OF

ANY DOUBT IT IS HEREBY CLARIFIED THAT THE COMPANY RESERVES THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO DEDUCT ALL SUMS PAID TO AFFILIATE FOR TRADERS WHO ARE NOT NEW AS A RESULT OF A MISTAKE FROM ALL OTHER PAYMENTS. FOR THE REMOVAL OF ANY DOUBT IT IS HEREBY CLARIFIED THAT THE COMPANY RESERVES THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO CHARGE A FINE FROM ALL OTHER PAYMENTS DUE TO THE AFFILIATE WHICH IS TO BE CALCULATED AS THREE TIMES OF THE STANDARD PAYMENT PER TRADER IN THE EVENT OF CASES OR REASONABLE SUSPECT THAT THE AFFILIATE "CREATES" NEW TRADERS AS A RESULT OF HIS FRAUDULENT, DECEPTIVE OR MANIPULATIVE ACTIVITY.

8. IN ADDITION TO ANY OTHER TERMS AND CONDITIONS SET FORTH ANYWHERE IN THIS AGREEMENT, AFFILIATE SHALL BE ENTITLED TO RECEIVE AFFILIATE FEE FOR THE TRADERS OF THE PROMOTED PLATFORMS ONLY. FOR THE REMOVAL OF ANY DOUBT IT IS HEREBY CLARIFIED THAT THE COMPANY RESERVES THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO DEDUCT ALL SUMS PAID TO AFFILIATE FOR TRADERS OF NOT PROMOTED PLATFORMS AS A RESULT OF A MISTAKE FROM ALL OTHER PAYMENTS.
9. In the case a qualified trader introduced by an Affiliate opens his first trade with a cryptocurrency instrument, the payout of an affiliate fee for such a trader shall be performed in accordance with the Crypto CPA plan.
10. Trader Verification. Affiliate Fee in relation to new Qualified Traders will be made only following Company's/its contractor verification and checks concerning all new Traders in accordance to the requirements of any applicable law and the Company's internal verification process.
11. Compliance approval. Promoting of Marks and Platforms, which are subject of regulation, shall be pre-approved by Company before the promoting starts, as well as content and any amendments/updates to it. In case the content was amended/updated by the Affiliate without obtaining the Company's preliminary approval the Company may, at its sole and exclusive discretion, terminate the Agreement in respect of the Affiliate. Affiliate fee will not be paid for all the traders you referred to us and who registered while promoting Marks and Platforms in violation of these conditions.
12. Holdover for Non-Compliance. Notwithstanding the forgoing, the Company may, at its sole and exclusive discretion, withhold, delay or deny payment of the Affiliate Fee in any of the following events: the Company has reason to believe that the Affiliate's activity is not in compliance with any applicable law; the Company has reason to believe that the Affiliate's activity cause damages to the Company/its contractor, discredit business reputation and fair name of the Company/its contractor or otherwise harm the Company/its contractor: the Company has reason to believe that the Affiliate's activity is in breach of this Agreement; the

Affiliate has failed to complete any form as may be required by the Company/its contractor or has completed misleading or incorrect information in a form provided by Affiliate to the Company/its contractor; the Affiliate has failed to provide any document as may be demanded by the Company/its contractor; and/ or the Company/its contractor has been notified by any third party of the alleged infringement of property or rights (e.g. intellectual property rights) by the Affiliate or by the Affiliate's activity; the Company has reason to believe that the Affiliate's activity is connected with dishonest attempts to obtain commissions from trades executed on the accounts of referred clients or the accounts registered under assumed names yet managed by the Affiliate. Affiliate hereby irrevocably waives any claim or demand against the Company/its contractor, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Company.

13. Holdover for Fraud Traffic. Notwithstanding the forgoing, in the event that any activity in Affiliate's account, or in any account which appears to be controlled or managed by the Affiliate, is deemed suspicious by the Company at its sole determination, the Company may at its own discretion delay payment of the Affiliate Fee to the Affiliate for up to one hundred and eighty (180) days in order to verify the relevant transactions. In the event that the Company/its contractor determines the activity constitutes Fraud Traffic, the Company shall recalculate or withhold the Affiliate Fee accordingly and in its sole discretion.
14. Without derogating from the forgoing in Section above, it is hereby clarified that in any event that the Company determines that Affiliate is involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to the Company/its contractor, including without limitation to the Site(s), Account(s), Bonus(es), Qualified Trader(s), Referrals(s) the Company/its contractor 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 Affiliate's access to the Program, with no compensation to Affiliate.
15. Affiliate hereby irrevocably waives any claim or demand against the Company/its contractor, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Company/its contractor.
16. Trader Tracking. Affiliate represents that it is aware and agrees that upon signing up as a Trader, each Traders must link through a Tracking URL or enter a sign up bonus code provided to it by the Affiliate to enable the Affiliate (and Sub-Affiliates, if applicable) to receive Affiliate Fee in relation to such potential Trader(s). In no event shall the Company/its contractor be liable, and Affiliate specifically waives any claim or demand for failure of Affiliate, Referred Affiliate, Referrals or any Trader to use the Affiliate's

Tracking URL or for any potential Traders' failure to properly enter a sign up bonus code.

17. Restrictions. Affiliate is not allowed to:

- carry out activities, that violate a legislation of the European Union countries, the USA, the Russian Federation, CIS countries, and legislation of the other countries in which the Affiliate or Company/its contractor registered and/or operates;
- use spam, bulk email, viruses or any other methods in ad campaigns that are forbidden by a legislation of the European Union countries, the USA, the Russian Federation, CIS countries, and legislation of the other countries in which the Affiliate or Company/its contractor registered and/or operates;
- affiliates must not issue marketing tools and are not authorized to promote Company's/its contractors brands through search engines
- open trading and partner accounts using one IP through own affiliate links;
- self-register their trading accounts on their affiliate links;
- announce false information on a purpose to attract more clients and making deception;
- use spam mailing to any type of client base as a tool of client attraction, and use the name Company/its contractors in the signature (or in the body) of a message that is not related to Company's/its contractors activity;
- use any kind of unfair publicity in promoting its activities and Company's/its contractor activity. In particular, Affiliate shall not use: active SEO systems; advertising on immoral websites; advertising based on deliberate distortion of the description of services offered, as well as intentional concealment from clients of the risks and information about the services offered; any other types of unfair advertising;
- use the Trademarks (or names confusingly similar to the Trademarks) and other results of intellectual activity to which the Company/its contractor owns the exclusive rights without prior written approval by the Company/its contractor;
- use design elements of the Site or its content for advertising purposes without agreeing to the terms and conditions of such use with Company.
- use a website which will include the name of Company/its contractor without their written permission.

2. No Agency, Partnership or Joint Venture.
   It is expressly understood and agreed that neither this Agreement nor anything in it shall constitute or be deemed to establish a partnership, agency relationship or joint venture between Affiliate (or any of its offices, employees or agents) and Company/its contractor (or any of its offices, employees or agents). Consequently, neither Affiliate nor any of its offices, employees or agents shall hold themselves out to others (including, without limitation, prospective customers) as having any relationship with the Company/its contractor other than as specifically set forth in this Agreement. Furthermore, neither Affiliate nor any of its offices, employees or agents shall be authorized to make representation or take any other action whatsoever on behalf of Company/its contractor. In performing this agreement, Affiliate will have no authority to bind Company/its contractor in any way and will make no representation to prospective customers or other persons relative to Company/its contractor or its FX trading operations other than as expressly authorized by this agreement or otherwise in writing by Company/its contractor.
3. Disputes. Deposit of payment check, acceptance of payment transfer or acceptance of other payment by Affiliate will be deemed full and final settlement of Affiliate Fee due for the calendar month indicated. Hence, if Affiliate disagrees with the Reports or amount payable, Affiliate should NOT accept payment for such amount and immediately send the Company a written notice of its dispute. Dispute notices must be received by the Company within thirty (30) days of the end of each calendar month for which payment is made, or Affiliate's right to dispute such Report or payment will be deemed waived and Affiliate shall have no claims in such regard.
4. Tax. It is Affiliate's sole responsibility to comply with any tax laws that apply to Affiliate Fee, and Affiliate consents that to the extent required by applicable law and regulations, Company may provide information regarding Affiliate's Fee to any government agency.

2. Additional Terms of Participation in the Program
   1. Provision of Information. Affiliate shall provide true and complete information to the Company/its contractor at all times, as may be requested by the Company/its contractor from time to time. The Affiliate acknowledges that it is aware that prior to receiving any Affiliate Fee, the Affiliate must provide the Company/its contractor with all information as may be requested by the Company/its contractor. Such information shall include, but is not limited to, the following:

1. For an Individual: (1) copy of a valid photo identification card; (2) name; (3) identity number; (4) date of birth; (5) nationality; (6) address of residence; (7) contact information; (8) location and nature of marketing activities; (9) VAT registration or other tax reference; (10) bank details for commission remittances, including: name on bank account, bank account number and sort code or IBAN, Bank name and address.
2. For a legal entity: (1) registration name; (2) company ID (I.B.N., state registration number); (3) country of registration; (4) registered office address in the country of registration (a copy of an appropriate certificate); (5) copy of Affiliate's certificate of incorporation; (6) business address if different than registered office; (7) VAT registration or other sales tax reference (a copy of an appropriate certificate); (8) regulatory/licensing registration number, if applicable (a copy of an appropriate certificate); (9) names of directors/partners (a copy of an appropriate certificate); (10) copy of a valid photo identification card of the main executive director and/ or partner including name, address and date of birth; (11) copy of a valid photo identification card and details of beneficial owner(s) including name, address and date of birth; and (12) bank details for commission remittances, including: name on bank account, bank account number and sort code or IBAN, bank name and address.

2. Marketing Materials.
    1. Affiliate's Marketing Materials shall comply with the guidelines located at the Affiliate Section and the restrictions set forth in Section 4.3 herein.
    2. Prior to the Affiliate's use or amendment of any Marketing Materials, the Affiliate shall submit a sample to the Company/its contractor for its review and approval. The Marketing Material may be used by the Affiliate only upon receiving the explicit written approval by the Company/its contractor, which may be denied at the Company's/its contractor sole and exclusive discretion. In the event such approval is granted, the Affiliate agrees and hereby does assign and transfer to the Company, its successors, assignees, or nominees, all of Affiliate's right, title and interest to the materials created and made by (or for) the Affiliate.
    3. In the event that the Affiliate makes use of any Marketing Material not approved by the Company/its contractor, the Company/its contractor 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 Affiliate's access to the Program and deny any Affiliate Fee, with no compensation to Affiliate. Affiliate hereby

irrevocably waives any claim or demand against the Group, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Company/its contractor.

3. Restrictions. All Affiliate activities must be professional, proper and in full compliance with applicable laws and the Affiliate will be solely responsible for the content and manner of its activities. An Affiliate and its website, to the extent the Affiliate operates through a website, may not be engaged, directly or indirectly, in conduct that the Company/its contractor, at its sole discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of any of the Site(s) or detrimental to other users of the Site(s), including without limitation, directly or indirectly: operation of an illegal business, site or subscription email list; engaging in any illegal activity of any type, including but not limited to displaying illegal content on the Affiliate's website or in the Affiliate's subscription emails or offering any illegal good or service through the Affiliate's website or subscription emails; operation of a website that contains or promotes content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or link to a website that does so; engaging in indiscriminate or unsolicited commercial advertising emails; placing links to any of the Sites in Spam or Unsolicited Promotions, banner networks, counters, guest books, IRC channels or through similar Internet resources; causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program, robot, hidden frames and redirects, and "bogus" traffic (in each case without derogating from other remedies Company/its contractor may have in law, equity or otherwise); establishing or causing to be established, without the prior written consent of an authorized officer of Company/its contractor, any promotion that provides any rewards, points or compensation for and any other activity that Company/its contractor deems at its sole discretion to be of similar nature, or that allows third parties to place links to the Site(s); diluting, blurring or tarnishing the value of Trademarks; unauthorized use of any third party's intellectual property (including, but not limited to, trademarks) or offer any trader, whether directly or indirectly, any kind of rake back deal. The Company/its contractor 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 violating the restriction herein as inoperative, and immediately block the Affiliate's access to the Program, with no compensation to such Affiliate. Affiliate hereby irrevocably waives any claim or demand against the Group, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Company/its contractor.
4. Age.

1. In order to participate in the Program, Affiliate must be of 18 years or older.
2. Affiliate may not actively target marketing to any persons who is under the age of 18 years old, or under the age of majority in the territory where the Affiliate is operating, if older.

2. No Competitive Marketing

It is hereby clarified that Affiliate shall not be entitled to market to potential Traders on any internet site or social network on which Company/its contractor promotes any of the Site(s) (e.g. Facebook.com, Twitter.com, Plus.google.com, Youtube.com, etc.); on any internet search engine on which the Company promotes any of the Site(s) (e.g. Google.com, Bing .com, etc.); in any other manner which results in the Affiliate's competing with the Company/its contractor in relation to the promotion of Site(s), including but not limited to the promotion of your website(s) through other Affiliates; any other online software, application, or other platform enabling online trading similar to and/or competitive with the Platform; by using the Promoted Marks (or any variation or combination thereof) in the Affiliate's domain name. In the event that Affiliate is in breach of the foregoing provisions, Company reserves the right to terminate this Agreement immediately and render the Tracking URLs assigned to Affiliate inoperative and Affiliate shall have no claims against the Company, its directors, officers, shareholders or employees in respect of such action taken by the Company.

3. Links; Trademarks and Logos; Data Ownership
    1. Affiliate, and anyone on Affiliate's behalf, shall not assert the invalidity, unenforceability, or contest the ownership of any of the Promoted Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice the Company's/its contractor rights in the Promoted Marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.
    2. Except as explicitly permitted herein, nothing in this Agreement or on any of the Site(s), should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Promoted Marks.
    3. All Traders shall be considered as customers of 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 Traders, including Traders identified by a Tracker ID. Affiliate further agrees that Company/its

contractor may access information from or about visitors to Affiliate's website, and may use such information for any purpose.

4. Limitation of Liability
    1. IN NO EVENT SHALL THE COMPANY, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR CONTRACTORS BE LIABLE FOR LOST PROFITS OR DATA, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SITE(S), COMPANY SERVICES, THE TRADING PLATFORM, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), AND INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY FAILURE OR MALFUNCTION OF ANY SOFTWARE, HARDWARE, COMMUNICATION TECHNOLOGY OR OTHER SYSTEM. COMPANY'S LIABILITY, AND THE LIABILITY OF COMPANY'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND CONTRACTORS TO AFFILIATE OR ANY THIRD PARTY(IES) IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF THE FEES PAID BY COMPANY TO AFFILIATE IN THE SIX (6) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) US$100.

5. No Warranties; Indemnification
    1. Affiliate agrees to indemnify, defend and hold harmless the Company/its contractor, its directors, officers, employees, service providers and contractors from and against any and all liability, claims, costs, expenses, injuries and losses, including reasonable attorneys' fees and costs, arising directly or indirectly in connection with Affiliate's operations or website or out of any disputes between Affiliate and any other party relating to this Agreement, the Site(S), the Affiliates activity or to services provided by Company/its contractor.

6. Termination
    1. This Agreement will take effect when Affiliate indicates its acceptance of this Agreement on the enrollment form and shall continue until terminated in accordance with the terms hereof.
    2. Company may terminate this Agreement at any time, with or without cause, by giving Affiliate a three (3) days prior written notice by email (or by posting a notice on the Site(s) by Company if Company terminates this

Agreement with all of its Affiliates), except if Affiliate violated any of the terms of this Agreement, in which case termination will be effective immediately. Affiliate may terminate this Agreement at any time, with or without cause, by giving the Company a three (3) days prior written notice (such written notice may be provided by facsimile or email).

3. Company may terminate this Agreement with a three (3) days prior written notice by email (or by posting a notice on the Site(s) by Company if: (i) Affiliate introduced less than three (3) Qualified Traders within ninety (90) calendar days since the day of verification of the last Qualified Traders; (ii) Affiliate remains inactive for a period of ninety (90) calendar days.
4. Inactive' shall mean that, according to the Company's records for a period of ninety (90) days or more, the Affiliate has met any of the following criteria: (a) the Affiliate has not logged into their account(s); (b) the Company has been unable to reach the Affiliate; (c) the Affiliate has not complied with the Company's verification requirements; (d) the Company has not received acknowledgement from the Affiliate regarding the receipt of correspondence or instructions; and (e) the Affiliate has ceased generating traffic through their tracking link(s), with no new visitors or Trader registrations recorded through such tracking link(s).
5. Upon termination of this Agreement, Affiliate shall no longer be entitled to receive payment with respect to any new Traders. If termination occurs as a result of inactivity and the Affiliate remains inactive for a period of fourteen (14) days following the delivery of the formal notice regarding their removal from the Program, all Affiliate Fees accrued but not paid to the Affiliate will be deemed to have been waived by the Affiliate. Consequently, the Company will have no further obligation to pay such Affiliate Fees. Furthermore, the Company will be entitled at its full discretion to amend any and all terms and conditions previously agreed upon by the Affiliate and the respective Trader.
6. Upon termination of this Agreement for any reason, Affiliate will immediately cease use of, and remove from Affiliate's website, all Promoted Marks, Banners and Text Links to the Site(s). Any domain which contains any of Promoted Marks shall be immediately transferred to Company/its contractor, at Affiliate's cost, upon termination of this agreement with Affiliate for whatsoever reason. Affiliate shall pay Company US$100 for each day such domain is not transferred to Company/its contractor. Sections 1, 4, 5, 6, 7, 8, 10 of this Agreement shall survive such termination, and the enforceability of the terms and conditions of this Agreement as they related to acts and omissions during the period before such termination, shall survive such termination.

7. Miscellaneous

1. Company and Affiliate are independent contractors, and nothing in this Agreement creates any partnership, joint venture or agency relationship between them, grants to Affiliate authority to make any representation on Company's /its contractor behalf or make public any information regarding Company/its contractor, or prohibits Company/its contractor from operating websites that are similar to or compete with Affiliate's website. Affiliate declares that by accepting this Agreement it consent to, the Company /its contractor sending, and it receiving, by means of telephone, facsimile, SMS or e-mail, communications containing newsletters, notifications and any other content of a commercial nature relating to the Site(s) and related services. Affiliate acknowledges that Company/its contractor does not have to obtain Affiliate's prior consent (whether written or oral) before sending such communications to Affiliate, provided that Company/its contractor shall immediately cease to send any such further communications should Affiliate notify Company/its contractor in writing that Affiliate does not wish to receive such content anymore. This Agreement comprises the entire agreement between Affiliate and Company, supersedes all prior oral and written agreements pertaining to this Agreement's subject matter, and applies in addition to any other term or condition of the Site(s) (such as Company Privacy Policy), unless expressly provided otherwise in this Agreement. Company may modify any of the terms of this Agreement (including without limitation the terms of the Affiliate Fees) at any time(s) and in its sole discretion, upon posting notice on the Site(s). Affiliate's sole remedy if such modification is not acceptable to it, is to terminate this Agreement. This Agreement shall be governed by the laws of Hong Kong. Affiliate agrees to submit to the sole and exclusive jurisdiction and venue of the Hong Kong International Arbitration Centre for any dispute arising from or relating to this Agreement.
2. This Agreement is made in English language. It can be translated into different languages for informative purposes and for the convenience of Affiliates, but only the English version has legal power and shall prevail.