



FxPro Financial Services Ltd

Affiliation Program Terms & Conditions

FxPro Financial Services Ltd. ('FxPro' or the 'Company') Incorporated in the Republic of Cyprus (Registration no. HE 181344), authorised and regulated by the Cyprus Securities and Exchange Commission (Licence no. 078/07), with registered address at 1 Karyatidon, 4193 Limassol, Cyprus.

The entering into an agreement with FxPro is subject to the fulfilment of the relevant conditions stated in the present Agreement. The Agreement is considered valid after FxPro has accepted the affiliate and delivered the referral link to the Affiliate.

1. INTERPRETATION OF TERMS

- 1.1. Unless indicated to the contrary, the defined terms included hereinafter shall have a specific meaning and may be used in the singular or in the plural, as appropriate. Any term used in the Agreement, which has not been defined shall have the meaning given to it in the 'FxPro Client Agreement'.
- 1.2. **'Affiliate'** means the natural and/or legal person described above who has duly completed the Program Application Form and has received a confirmation by FxPro to that effect.
- 1.3. **'Affiliate Fee/Fee'** is the amount payable to the Affiliate due to its performance and according to the determined Remuneration Plan, based solely and exclusively on FxPro's data and calculation.
- 1.4. **'Affiliate Manager'** means an employee of FxPro, responsible for contacting, coordinating and managing the affiliation program.
- 1.5. **'Affiliate Registration Form'** is a registration form located at <https://fxproaffiliate.affise.com>, which must be completed to participate in the program.
- 1.6. **'Agreement'** this Affiliation Terms and Conditions for the provision of services from Affiliate to FxPro and any and/or all subsequent appendices added thereto from time to time;
- 1.7. **'Client'** means any Client referred to by the Affiliate, who may be classified as a Qualified Client.
- 1.8. **'Client Agreement'** means the Client Agreement of FxPro; as amended or renamed from time to time and any other document incorporated therein. The contents of the Client Agreement shall be deemed as incorporated in the Agreement, to the extent applicable.
- 1.9. **'Evaluation Period'** means the period of time during which FxPro will monitor, check and evaluate the performance of the Affiliate in order to conclude whether the Affiliate satisfies the conditions set out in the Agreement. The Evaluation Period shall be for a period of three (3) calendar months, unless extended or reduced by FxPro, in its sole discretion.
- 1.10. **'Fraudulent Traffic'** means any deposits, revenue, or traffic generated via unauthorised and/or illegal and/or other means/ actions, irrespective of whether any loss and/or damage has been caused or not. Fraudulent Traffic includes, but is not limited, to any unauthorised use of any

account, copyright, trademark, right, false advertising, Unsolicited Promotions, deposits generated by stolen credit cards, and manipulation of the Program or any other offering of FxPro by the Affiliate directly or indirectly.

- 1.11. **“FTD”** means the first-time deposit, which is an amount of funds deposited by the Qualified Client to his FxPro account.
- 1.12. **‘Lead’** an individual or entity that was referred by an Affiliate, left contact details on a dedicated website, and has been identified by a Referral link assigned to such an Affiliate, but who has not been validated by FxPro;
- 1.13. **‘Payment Plan’** means the fee that the Affiliate will be entitled to receive according to the number of Qualified Introduced Clients calculated in accordance with offer, as updated and amended by FxPro in its sole discretion from time to time.. All the available plans will be displayed in the section “Offer” in the Affiliate Portal.
- 1.14. **‘Program’** means FxPro’s Affiliation program as described herein and as may be amended - from time to time - at its sole discretion..
- 1.15. **‘Prohibited Countries’** – countries where FxPro does not wish to solicit clients and which if a Client or a Lead is a resident of, the Affiliate is not entitled to receive Fee for.
- 1.16. **“Referral link”** - the unique Referral link that enables an Affiliate to direct potential Clients or Leads to the Websites and which enables FxPro to identify the Affiliate.
- 1.17. **‘Report’** means a report generated by FxPro, which contains information regarding the Affiliate’s performance.
- 1.18. **‘Services’** means any activities aimed at executing this Agreement and promoting FxPro.
- 1.19. **‘Qualified Client’** - means an Introduced Client, who has been directly introduced to FxPro by the Affiliate and its Referral link, provided that:
 - a) such Introduced Client is not already registered as a Client of FxPro, including any registration under a different name and/or through a different identity and/or a different profile;
 - b) such Introduced Client has been approved by FxPro and has made a minimum first-time real money deposit, as set out in offer
 - c) if applicable; and
 - d) the Introduced Client opens at least 1 transaction;
 - e) the FTD hasn't been withdrawn in the period of the reporting month; and
 - f) the first deposit was made during the first 90 days after the registration.
- 1.20. **‘Unsolicited Promotions’** means a form of written or oral communication disseminated by the Affiliate, directly or indirectly. Unsolicited Promotions include any communication addressed to a third party who has not given their consent to receive such communication or any communication that contains false or misleading information/statement.

2. REGISTRATION IN THE AFFILIATE PROGRAM

- 2.1. To participate in the Affiliate Program, the Affiliate must be of 18 years or older.

- 2.2. Prior to entering into the Agreement, the Affiliate shall read the Agreement in its entirety and understand the content. The Affiliate should seek independent legal and/or tax advice and/or other advice, if necessary.
- 2.3. To participate in the Affiliate Program, potential Affiliates must submit an Affiliate Registration Form available at <https://fxproaffiliate.affise.com>. The form may be rejected by FxPro at any time at its sole discretion.
- 2.4. The prerequisite for being accepted in the program is to provide all required documents, as well as other information such as marketing channels and other information requested by the Program Manager.
- 2.5. Any translation of the Agreement in a language other than English, is provided to the Affiliate for information purposes only.
- 2.6. Notwithstanding any other provision contained herein and/or in the 'Client Agreement', FxPro reserves the right to amend, from time to time, for any or no reason all or part of the Agreement. If the Affiliate does not wish to accept any amendment(s) made by FxPro, then the Affiliate may terminate the relationship with FxPro. Any specific amendment requested by the Affiliate shall not be effective unless accepted by FxPro in writing.

3. AFFILIATE'S OBLIGATIONS

- 3.1. The Affiliate shall be responsible for observing, implementing, and complying with legal all requirements applicable in the Affiliate's own jurisdiction, as well as applicable in all the different jurisdictions where the Affiliate will perform his services and advertise the Company. FxPro is never responsible for any illegality and/or non-compliance of the Affiliates.
- 3.2. The Affiliate represents that it does not carry out any regulated activity in the jurisdiction and does not act as a tied agent of any financial intermediary and will not undertake any such activities, including trading/portfolio management activity even in the event of being contacted and if it's the intention of Clients. Performing any of the activities described above will result in immediate termination of the contract.**
- 3.3. Affiliates are responsible for maintaining all registrations or/and permits necessary to be able to carry out affiliation services.
- 3.4. The Affiliate warrants that it/he/she (including any of its officials, employees, agents, and/or associates) has no criminal record, or record of conviction in administrative proceedings, no administrative or criminal proceedings are pending in relation to imposing sanctions and has not been entered on any list of sanctions or list of public warnings maintained by competent authorities.
- 3.5. Affiliates are obliged to follow all the guidelines and instructions given by FxPro and the Affiliate Manager about conducting the Services.
- 3.6. The Affiliate undertakes that neither the Affiliate, its websites nor any of the Affiliate's employees or agents used by the Affiliate for the provision of the Services, will be engaged,

directly or indirectly, in any activity that deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of FxPro, including without limitation:

- a) operating a website that contains or promotes content that is libellous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic or link to a website that contains or promotes such content;
- b) unauthorised usage of any third party's intellectual property; and
- c) offering any Client or Lead, whether directly or indirectly, any kind of arrangement for payment or portion of the Affiliate Fee, or any other incentive which may be considered as a 'fee sharing arrangement', 'rebate', or 'soft dollar' compensation.

3.7. The Affiliate undertakes that neither the Affiliate nor any of the Affiliate's employees or agents used by the Affiliate for the provision of the Services will perform actions relating to concluding or realising brokerage service agreements between a client and FxPro, such as:

- a) Legal or factual actions relating to concluding a brokerage service agreement between Clients and FxPro;
- b) Actions that could be regarded as investment advice;
- c) Accepting cash deposits or other assets from Clients in relation to the performance of the Agreement;
- d) Accepting access to a Client's account or making any actions on a Client's account, also via other persons;
- e) Accepting orders or any other requests from Clients to FxPro related to the brokerage services;
- f) acting as an attorney or any kind of representative in respect of any Client's account held with FxPro.

3.8. Affiliate shall not actively direct its Services to any persons who are under the age of 18 years old, or under the age of majority in the territory where the Affiliate is operating, if older.

3.9. The Affiliate is obliged to direct its marketing activities to an undefined and broad audience, as to which it can be assumed that they have the necessary knowledge and experience required to invest in the products offered by FxPro.

4. MUTUAL OBLIGATIONS AND UNDERSTANDINGS

4.1. Both Parties warrant that they have full capacity, power, and authority to enter into the Agreement and to fulfil their respective obligations.

4.2. Both Parties warrant to each other that, to the best of their knowledge, there is no pending legal action against them, which may render the Agreement invalid or unenforceable.

4.3. Each Party warrants that they shall be solely responsible for their own insurance including but not limited to Professional Indemnity and Public Liability Insurance.

4.4. For the avoidance of doubt, all Clients shall be considered as clients of FxPro. FxPro shall, at all times, be the sole and exclusive owner of any Client data (personal or other). The Affiliate shall not contact any Clients.

5. AFFILIATION MARKETING

- 5.1. The Affiliate shall not produce any marketing material or promote any of FxPro products or services, or use the name, logo, or trademark(s) of any marketing material of FxPro, except as expressly provided in the Agreement and except as expressly permitted by FxPro in writing.
- 5.2. The Affiliate may display or distribute marketing material, provided by FxPro through the FxPro marketing portal only in relation to the Affiliate's activities.
- 5.3. The Affiliate is allowed to promote FxPro only through the approved channels.
- 5.4. FxPro is allowed to request the deletion of any advertising material used by the Affiliate, and such requests should be immediately withdrawn without any delay.
- 5.5. The Affiliate shall be prohibited from sending any Unsolicited Promotions.
- 5.6. The Affiliate agrees to add to his channel and/or marketing materials any risk warning required by FxPro.
- 5.7. The Affiliate shall direct his services only to the residents of countries listed in Appendix 1.
- 5.8. The Affiliate is prohibited from:
 - a) Preparing and distributing among FxPro's Clients any software that could impact Clients' trading activities (i.e., trading robots, scripts, automated signals etc).
 - b) Organising any kind of meetings, events, or seminars with Clients without FxPro's written consent;
 - c) Representing FxPro at any seminars, conferences, exhibitions etc without FxPro's written consent.

6. REMUNERATION

- 6.1. The Affiliate shall be entitled to receive monthly Fees calculated in accordance with the Remuneration Plan, described in offer.
- 6.2. The amount payable to the Affiliate shall be based solely and exclusively on FxPro's calculations and/or data available.
- 6.3. The Fee will be paid by FxPro to the Affiliate on a monthly basis, in arrears, or as otherwise agreed between the Parties in writing, to the Affiliate's account. The Fee shall be transferred during the thirty (30) business days of each month for the previous month, unless we are unable, due to technical and/or other reasons, to process such payment(s); in the event we are unable to process such payment within the thirty (30) business day, then we will make the payment as soon as reasonably practicable. The Affiliate acknowledges that FxPro shall not be held liable for any such delay.
- 6.4. The Affiliate agrees that FxPro reserves the right to change the Fee described in offer, at any given time; if reasonably practicable, we may provide the Affiliate with notice to that effect.
- 6.5. No Fee and/or part of the Fee shall be payable by FxPro to any third party.
- 6.6. FxPro shall not be responsible for any cost(s) and/or expense(s) that may be incurred by the Affiliate pursuant to the implementation of the Agreement.

6.7. The Affiliate shall be liable for the payment of any taxes and/or charges otherwise arising out of or in connection with the Agreement.

7. WITHHOLDING THE AFFILIATE FEE AND SPAM TRAFFIC DETECTION

7.1. Notwithstanding anything referred to in the Agreement, FxPro may at its sole and absolute discretion withhold/delay for up to 120 days, or deny/recalculate the payment of Affiliate Fee in any of the following situations:

- a) FxPro has reasons to suspect that the Affiliate's activity does not comply with applicable rules and regulations;
- b) FxPro has reasons to suspect that the Affiliate is in breach of any of the clauses provided in the Agreement;
- c) FxPro has reasons to suspect that the Affiliate has abused the Program;
- d) The Affiliate fails to provide any information and/or documentation requested by FxPro and/or the Affiliate has provided information that is misleading or incorrect and/or documentation that is incorrect or invalid.

7.2. When FxPro determines that the Affiliate is involved in Fraudulent Traffic, or in any other fraudulent, deceptive, manipulative, abusive or otherwise illegal activity, FxPro shall re-calculate in its sole and absolute discretion.

8. TERM AND TERMINATION

8.1. This Agreement comes into force upon the fulfilment of the conditions listed in Section 3, and the approval of FxPro, and shall remain in force until terminated by either party in accordance with the provisions of term 9.2. below.

8.2. Either Party reserves the right to terminate the Agreement for any reason, at any time, after providing the other Party with a thirty (30) days' written notice, except as otherwise expressly provided in the Agreement.

8.3. Notwithstanding anything referred to in the Client Agreement, FxPro reserves the right, at its sole discretion, to immediately terminate the Agreement without notice and without prejudice to any other legal and/or equitable rights available to FxPro, if:

- a) the Affiliate, for any reason, fails to act, in the sole opinion of FxPro, in good faith and/or for any other reason, which in the sole opinion of FxPro merits such termination;
- b) the Affiliate becomes incapable of fulfilling his obligations under the Agreement;
- c) the Affiliate attempts to or breaches a term and/or condition and/or warranty of the Agreement;
- d) the Affiliate violates any rule or regulation of competent jurisdiction;
- e) the Affiliate has an application, order, resolution, or other announcement issued against him relating to voluntary or involuntary liquidation, or insolvency or bankruptcy proceedings;
- f) the Affiliate becomes directly or indirectly involved in any type of fraudulent, deceptive, manipulative, abusive or otherwise illegal activity;
- g) FxPro, for any reason, believes and/or suspects that the Affiliate abuses or trying to abuse the Program; and

h) the Affiliate fails to comply with any term contained herein.

- 8.4. The Affiliate understands and accepts that in the event of termination of the Agreement, such termination shall be without prejudice to any outstanding or accrued obligations the Affiliate has vis-à-vis FxPro.
- 8.5. The Affiliate understands and accepts that in the event of termination of the Agreement, all and any Qualified Introduced Clients may, in the sole discretion of FxPro, remain as Clients of FxPro, irrespective of the termination of the Agreement.
- 8.6. In the event of termination, howsoever arising, the Affiliate shall immediately return to FxPro all documents, brochures, all reports, and any other material in the Affiliate's possession including but not limited to the registered domain names and/or any other information relating to the services provided under the Agreement.

9. LIABILITY

- 9.1. Notwithstanding anything referred to in the Client Agreement, the Affiliate shall, to the fullest extent permitted by applicable legislation, indemnify and hold harmless FxPro and its Affiliate Entities, its officers, directors, employees, advisors, consultants or other partners for any direct, indirect, punitive, incidental, special, consequential damages or any damages, including but not limited to, damages for loss of use, data or profits, based on contract, tort, negligence or strict liability or other loss that may arise in relation to the Agreement.
- 9.2. In the event of any claim against FxPro, in relation to or in connection with the Agreement, FxPro reserves the right, at its sole discretion, to withhold Fees owed to the Affiliate under the Agreement, in order to offset any costs, suspected or anticipated costs associated with any potential or pending regulatory or legal actions.
- 9.3. If any court or tribunal, of competent jurisdiction, finds that FxPro is liable vis-à-vis the Affiliate, then the Affiliate agrees that any potential liability of FxPro towards the Affiliate, shall be limited to one (1) month's Fee (calculated as the average monthly commission earned by the Affiliate over the previous three (3) months) during any twelve (12) month period. This limitation applies despite the amount of injuries caused by and the number of separate occurrences of liability during any twelve - month (12) period.

10. GENERAL PROVISIONS

- 10.1. It is agreed that the Affiliate shall undertake its business and any services relating to the Agreement as an independent contractor and not as an agent or employee of FxPro. The Affiliate shall not use the name FxPro in answering its telephone or in any other way represent itself to be associated with FxPro other than in a relationship of an introducer to FxPro. Nothing herein shall imply any employment, joint venture, partnership or agency arrangement between the Parties.
- 10.2. Nothing in the Agreement shall infer that FxPro has appointed or will appoint the Affiliate as their authorised representative nor permit the Affiliate to make such representations to third parties or potential Client(s) at any time.

- 10.3. Nothing in the Agreement shall confer upon the Affiliate any right, title or interest in the trademarks, logos, copyrights, trade names or designations belonging to FxPro.
- 10.4. All the clauses in the Agreement are conditions and a breach of such conditions will give the right to FxPro to terminate the Agreement and claim damages.
- 10.5. The Affiliate understands that the Agreement does not constitute an exclusivity agreement with the Affiliate; nothing in the Agreement shall preclude FxPro from committing to similar agreements with other persons.
- 10.6. FxPro shall have no obligation to accept a Client as a Qualified Introduced Client.

11. ENTIRE AGREEMENT

- 11.1. Subject to the documents and/or other agreements, which have been specifically incorporated herein, the Agreement constitutes the entire agreement between the Parties, with respect to the subject matter hereof, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter hereof. The Agreement shall not affect the validity of any other agreement entered into between the Parties, not related to the Agreement and/or not specifically incorporated in the Agreement.
- 11.2. The Affiliate agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. The Affiliate agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

12. ASSIGNMENT

- 12.1. The Affiliate shall not assign or transfer any of its rights and/or obligations under the Agreement to any other natural or legal person.
- 12.2. FxPro reserves the right to assign any right and/or obligation of the Agreement without the prior consent of the Affiliate.

13. SEVERABILITY

- 13.1. If, for any reason, any provision of the Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining Agreement shall be in full force and effect.

14. NO WAIVER

- 14.1. No failure or delay on the part of FxPro in exercising any right under the Agreement shall operate as a waiver or impairment of any such right. No waiver of any such right by FxPro shall be deemed a waiver or modification of any other right under the Agreement.

15. EVENTS OUTSIDE OUR CONTROL

15.1. Neither Party shall be liable to the other Party for any failure, impediment or delay in performing its requirements under the Agreement where such failure, impediment or delay arises directly or indirectly from circumstances beyond the Parties' reasonable control. Such events shall include without limitation any Events Outside our Control (as defined in the Client Agreement), any technical difficulties such as telecommunications failures or disruptions, non-availability of the Parties' websites, for instance, due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lockouts, boycotts or blockades including cases where only part of the Parties' functions are affected by such events.

16. COMMUNICATION

16.1. Unless specifically instructed to the contrary any notice, instruction, request, or other communication relating to the Agreement shall be sent by FxPro to the Affiliate and vice versa in writing through email, as evident in the Agreement. Any notice, instruction, request or other communication sent by the Affiliate to FxPro shall be effective once received by FxPro through the registered email of the Affiliate. Any notice, instruction, request, or other communication sent by FxPro to the Affiliate shall be effective once sent.

17. GOVERNING LAW AND JURISDICTION

17.1. The Agreement shall be governed by and construed in accordance with the laws and regulations of the Republic and Cyprus. The Parties irrevocably agree that the courts of the Republic of Cyprus shall have exclusive jurisdiction.

18. COUNTERPARTS

18.1. The Agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts shall together constitute that one agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

19. SIGNATORIES

19.1. This Agreement is signed electronically, through the acceptance of it.

¹ Qualified client is a new client to FxPro is the trader who makes the first deposit, and starts trading activity: at least open one trade for a 30 days period after FTD. The deposit hasn't been withdrawn by the trader for a 30 days period after FTD.

Appendix 1 List of countries where the Service is allowed to be performed:

1. Austria
2. Bulgaria
3. Croatia
4. Czech Republic
5. Cyprus

6. Denmark
7. Estonia
8. Finland
9. France
10. Germany
11. Greece
12. Hungary
13. Iceland
14. Ireland
15. Italy
16. Latvia
17. Liechtenstein
18. Lithuania
19. Luxembourg
20. Malta
21. Netherlands
22. Norway
23. Poland
24. Slovakia
25. Slovenia
26. Sweden



FxPro Global Markets Ltd

Affiliation Program Terms & Conditions

FxPro Global Markets Ltd. ('FxPro' or the 'Company') Incorporated in the Bahamas (Registration no. HE 181344), authorised and regulated by the Cyprus Securities and Exchange Commission (Licence no. 078/07), with registered address at Lyford Manor, Western Road, Lyford Cay, New Providence, N7776, the Bahamas.

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1. INTERPRETATION OF TERMS

- 1.1. Unless indicated to the contrary, the defined terms included hereinafter shall have a specific meaning and may be used in the singular or in the plural, as appropriate. Any term used in the Agreement, which has not been defined shall have the meaning given to it in the 'FxPro Client Agreement'.
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- 1.6. **'Agreement'** this Affiliation Terms and Conditions for the provision of services from Affiliate to FxPro and any and/or all subsequent appendices added thereto from time to time;
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- 1.8. **'Client Agreement'** means the Client Agreement of FxPro; as amended or renamed from time to time and any other document incorporated therein. The contents of the Client Agreement shall be deemed as incorporated in the Agreement, to the extent applicable.
- 1.9. **'Evaluation Period'** means the period of time during which FxPro will monitor, check and evaluate the performance of the Affiliate in order to conclude whether the Affiliate satisfies the conditions set out in the Agreement. The Evaluation Period shall be for a period of three (3) calendar months, unless extended or reduced by FxPro, in its sole discretion.
- 1.10. **'Fraudulent Traffic'** means any deposits, revenue, or traffic generated via unauthorised and/or illegal and/or other means/ actions, irrespective of whether any loss and/or damage has been caused or not. Fraudulent Traffic includes, but is not limited, to any unauthorised use of any account, copyright, trademark, right, false advertising, Unsolicited Promotions, deposits

generated by stolen credit cards, and manipulation of the Program or any other offering of FxPro by the Affiliate directly or indirectly.

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 - b) such Introduced Client has been approved by FxPro and has made a minimum first-time real money deposit, as set out in offer if applicable; and
 - c) the Introduced Client opens at least 1 transaction;
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- 3.1. The Affiliate shall be responsible for observing, implementing, and complying with legal all requirements applicable in the Affiliate's own jurisdiction, as well as applicable in all the different jurisdictions where the Affiliate will perform his services and advertise the Company. FxPro is never responsible for any illegality and/or non-compliance of the Affiliates.
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- 3.3. Affiliates are responsible for maintaining all registrations or/and permits necessary to be able to carry out affiliation services.
- 3.4. The Affiliate warrants that it/he/she (including any of its officials, employees, agents, and/or associates) has no criminal record, or record of conviction in administrative proceedings, no administrative or criminal proceedings are pending in relation to imposing sanctions and has not been entered on any list of sanctions or list of public warnings maintained by competent authorities.
- 3.5. Affiliates are obliged to follow all the guidelines and instructions given by FxPro and the Affiliate Manager about conducting the Services.
- 3.6. The Affiliate undertakes that neither the Affiliate, its websites nor any of the Affiliate's employees or agents used by the Affiliate for the provision of the Services, will be engaged,

directly or indirectly, in any activity that deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of FxPro, including without limitation:

- a) operating a website that contains or promotes content that is libellous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic or link to a website that contains or promotes such content;
- b) unauthorised usage of any third party's intellectual property; and
- c) offering any Client or Lead, whether directly or indirectly, any kind of arrangement for payment or portion of the Affiliate Fee, or any other incentive which may be considered as a 'fee sharing arrangement', 'rebate', or 'soft dollar' compensation.

3.7. The Affiliate undertakes that neither the Affiliate nor any of the Affiliate's employees or agents used by the Affiliate for the provision of the Services will perform actions relating to concluding or realising brokerage service agreements between a client and FxPro, such as:

- a) Legal or factual actions relating to concluding a brokerage service agreement between Clients and FxPro;
- b) Actions that could be regarded as investment advice;
- c) Accepting cash deposits or other assets from Clients in relation to the performance of the Agreement;
- d) Accepting access to a Client's account or making any actions on a Client's account, also via other persons;
- e) Accepting orders or any other requests from Clients to FxPro related to the brokerage services;
- f) acting as an attorney or any kind of representative in respect of any Client's account held with FxPro.

3.8. Affiliate shall not actively direct its Services to any persons who are under the age of 18 years old, or under the age of majority in the territory where the Affiliate is operating, if older.

3.9. The Affiliate is obliged to direct its marketing activities to an undefined and broad audience, as to which it can be assumed that they have the necessary knowledge and experience required to invest in the products offered by FxPro.

4. MUTUAL OBLIGATIONS AND UNDERSTANDINGS

4.1. Both Parties warrant that they have full capacity, power, and authority to enter into the Agreement and to fulfil their respective obligations.

4.2. Both Parties warrant to each other that, to the best of their knowledge, there is no pending legal action against them, which may render the Agreement invalid or unenforceable.

4.3. Each Party warrants that they shall be solely responsible for their own insurance including but not limited to Professional Indemnity and Public Liability Insurance.

4.4. For the avoidance of doubt, all Clients shall be considered as clients of FxPro. FxPro shall, at all times, be the sole and exclusive owner of any Client data (personal or other). The Affiliate shall not contact any Clients.

5. AFFILIATION MARKETING

- 5.1. The Affiliate shall not produce any marketing material or promote any of FxPro products or services, or use the name, logo, or trademark(s) of any marketing material of FxPro, except as expressly provided in the Agreement and except as expressly permitted by FxPro in writing.
- 5.2. The Affiliate may display or distribute marketing material, provided by FxPro through the FxPro marketing portal only in relation to the Affiliate's activities.
- 5.3. The Affiliate is allowed to promote FxPro only through the approved channels.
- 5.4. FxPro is allowed to request the deletion of any advertising material used by the Affiliate, and such requests should be immediately withdrawn without any delay.
- 5.5. The Affiliate shall be prohibited from sending any Unsolicited Promotions.
- 5.6. The Affiliate agrees to add to his channel and/or marketing materials any risk warning required by FxPro.
- 5.7. The Affiliate shall direct his services only to the residents of countries listed in Appendix 2.
- 5.8. The Affiliate is prohibited from:
 - a) Preparing and distributing among FxPro's Clients any software that could impact Clients' trading activities (i.e., trading robots, scripts, automated signals etc).
 - b) Organising any kind of meetings, events, or seminars with Clients without FxPro's written consent;
 - c) Representing FxPro at any seminars, conferences, exhibitions etc without FxPro's written consent.

6. REMUNERATION

- 6.1. The Affiliate shall be entitled to receive monthly Fees calculated in accordance with the Remuneration Plan, described in offer.
- 6.2. The amount payable to the Affiliate shall be based solely and exclusively on FxPro's calculations and/or data available.
- 6.3. The Fee will be paid by FxPro to the Affiliate on a monthly basis, in arrears, or as otherwise agreed between the Parties in writing, to the Affiliate's account. The Fee shall be transferred during the thirty (30) business days of each month for the previous month, unless we are unable, due to technical and/or other reasons, to process such payment(s); in the event we are unable to process such payment within the thirty (30) business day, then we will make the payment as soon as reasonably practicable. The Affiliate acknowledges that FxPro shall not be held liable for any such delay.
- 6.4. The Affiliate agrees that FxPro reserves the right to change the Fee described in offer, at any given time; if reasonably practicable, we may provide the Affiliate with notice to that effect.
- 6.5. No Fee and/or part of the Fee shall be payable by FxPro to any third party.

- 6.6. FxPro shall not be responsible for any cost(s) and/or expense(s) that may be incurred by the Affiliate pursuant to the implementation of the Agreement.
- 6.7. The Affiliate shall be liable for the payment of any taxes and/or charges otherwise arising out of or in connection with the Agreement.

7. WITHHOLDING THE AFFILIATE FEE AND SPAM TRAFFIC DETECTION

- 7.1. Notwithstanding anything referred to in the Agreement, FxPro may at its sole and absolute discretion withhold/delay for up to 120 days, or deny/recalculate the payment of Affiliate Fee in any of the following situations:
 - a) FxPro has reasons to suspect that the Affiliate's activity does not comply with applicable rules and regulations;
 - b) FxPro has reasons to suspect that the Affiliate is in breach of any of the clauses provided in the Agreement;
 - c) FxPro has reasons to suspect that the Affiliate has abused the Program;
 - d) The Affiliate fails to provide any information and/or documentation requested by FxPro and/or the Affiliate has provided information that is misleading or incorrect and/or documentation that is incorrect or invalid.
- 7.2. When FxPro determines that the Affiliate is involved in Fraudulent Traffic, or in any other fraudulent, deceptive, manipulative, abusive or otherwise illegal activity, FxPro shall re-calculate in its sole and absolute discretion.

8. TERM AND TERMINATION

- 8.1. This Agreement comes into force upon the fulfilment of the conditions listed in Section 3, and the approval of FxPro, and shall remain in force until terminated by either party in accordance with the provisions of term 9.2. below.
- 8.2. Either Party reserves the right to terminate the Agreement for any reason, at any time, after providing the other Party with a thirty (30) days' written notice, except as otherwise expressly provided in the Agreement.
- 8.3. Notwithstanding anything referred to in the Client Agreement, FxPro reserves the right, at its sole discretion, to immediately terminate the Agreement without notice and without prejudice to any other legal and/or equitable rights available to FxPro, if:
 - a) the Affiliate, for any reason, fails to act, in the sole opinion of FxPro, in good faith and/or for any other reason, which in the sole opinion of FxPro merits such termination;
 - b) the Affiliate becomes incapable of fulfilling his obligations under the Agreement;
 - c) the Affiliate attempts to or breaches a term and/or condition and/or warranty of the Agreement;
 - d) the Affiliate violates any rule or regulation of competent jurisdiction;
 - e) the Affiliate has an application, order, resolution, or other announcement issued against him relating to voluntary or involuntary liquidation, or insolvency or bankruptcy proceedings;
 - f) the Affiliate becomes directly or indirectly involved in any type of fraudulent, deceptive, manipulative, abusive or otherwise illegal activity;

- g) FxPro, for any reason, believes and/or suspects that the Affiliate abuses or trying to abuse the Program; and
- h) the Affiliate fails to comply with any term contained herein.

8.4. The Affiliate understands and accepts that in the event of termination of the Agreement, such termination shall be without prejudice to any outstanding or accrued obligations the Affiliate has vis-à-vis FxPro.

8.5. The Affiliate understands and accepts that in the event of termination of the Agreement, all and any Qualified Introduced Clients may, in the sole discretion of FxPro, remain as Clients of FxPro, irrespective of the termination of the Agreement.

8.6. In the event of termination, howsoever arising, the Affiliate shall immediately return to FxPro all documents, brochures, all reports, and any other material in the Affiliate's possession including but not limited to the registered domain names and/or any other information relating to the services provided under the Agreement.

9. LIABILITY

9.1. Notwithstanding anything referred to in the Client Agreement, the Affiliate shall, to the fullest extent permitted by applicable legislation, indemnify and hold harmless FxPro and its Affiliate Entities, its officers, directors, employees, advisors, consultants or other partners for any direct, indirect, punitive, incidental, special, consequential damages or any damages, including but not limited to, damages for loss of use, data or profits, based on contract, tort, negligence or strict liability or other loss that may arise in relation to the Agreement.

9.2. In the event of any claim against FxPro, in relation to or in connection with the Agreement, FxPro reserves the right, at its sole discretion, to withhold Fees owed to the Affiliate under the Agreement, in order to offset any costs, suspected or anticipated costs associated with any potential or pending regulatory or legal actions.

9.3. If any court or tribunal, of competent jurisdiction, finds that FxPro is liable vis-à-vis the Affiliate, then the Affiliate agrees that any potential liability of FxPro towards the Affiliate, shall be limited to one (1) month's Fee (calculated as the average monthly commission earned by the Affiliate over the previous three (3) months) during any twelve (12) month period. This limitation applies despite the amount of injuries caused by and the number of separate occurrences of liability during any twelve - month (12) period.

10. GENERAL PROVISIONS

10.1. It is agreed that the Affiliate shall undertake its business and any services relating to the Agreement as an independent contractor and not as an agent or employee of FxPro. The Affiliate shall not use the name FxPro in answering its telephone or in any other way represent itself to be associated with FxPro other than in a relationship of an introducer to FxPro. Nothing herein shall imply any employment, joint venture, partnership or agency arrangement between the Parties.

- 10.2. Nothing in the Agreement shall infer that FxPro has appointed or will appoint the Affiliate as their authorised representative nor permit the Affiliate to make such representations to third parties or potential Client(s) at any time.
- 10.3. Nothing in the Agreement shall confer upon the Affiliate any right, title or interest in the trademarks, logos, copyrights, trade names or designations belonging to FxPro.
- 10.4. All the clauses in the Agreement are conditions and a breach of such conditions will give the right to FxPro to terminate the Agreement and claim damages.
- 10.5. The Affiliate understands that the Agreement does not constitute an exclusivity agreement with the Affiliate; nothing in the Agreement shall preclude FxPro from committing to similar agreements with other persons.
- 10.6. FxPro shall have no obligation to accept a Client as a Qualified Introduced Client.

11. ENTIRE AGREEMENT

- 11.1. Subject to the documents and/or other agreements, which have been specifically incorporated herein, the Agreement constitutes the entire agreement between the Parties, with respect to the subject matter hereof, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter hereof. The Agreement shall not affect the validity of any other agreement entered into between the Parties, not related to the Agreement and/or not specifically incorporated in the Agreement.
- 11.2. The Affiliate agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. The Affiliate agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

12. ASSIGNMENT

- 12.1. The Affiliate shall not assign or transfer any of its rights and/or obligations under the Agreement to any other natural or legal person.
- 12.2. FxPro reserves the right to assign any right and/or obligation of the Agreement without the prior consent of the Affiliate.

13. SEVERABILITY

- 13.1. If, for any reason, any provision of the Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining Agreement shall be in full force and effect.

14. NO WAIVER

14.1. No failure or delay on the part of FxPro in exercising any right under the Agreement shall operate as a waiver or impairment of any such right. No waiver of any such right by FxPro shall be deemed a waiver or modification of any other right under the Agreement.

15. EVENTS OUTSIDE OUR CONTROL

15.1. Neither Party shall be liable to the other Party for any failure, impediment or delay in performing its requirements under the Agreement where such failure, impediment or delay arises directly or indirectly from circumstances beyond the Parties' reasonable control. Such events shall include without limitation any Events Outside our Control (as defined in the Client Agreement), any technical difficulties such as telecommunications failures or disruptions, non-availability of the Parties' websites, for instance, due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lockouts, boycotts or blockades including cases where only part of the Parties' functions are affected by such events.

16. COMMUNICATION

16.1. Unless specifically instructed to the contrary any notice, instruction, request, or other communication relating to the Agreement shall be sent by FxPro to the Affiliate and vice versa in writing through email, as evident in the Agreement. Any notice, instruction, request or other communication sent by the Affiliate to FxPro shall be effective once received by FxPro through the registered email of the Affiliate. Any notice, instruction, request, or other communication sent by FxPro to the Affiliate shall be effective once sent.

17. GOVERNING LAW AND JURISDICTION

17.1. The Agreement shall be governed by and construed in accordance with the laws and regulations of the Commonwealth of The Bahamas. The Parties irrevocably agree that the courts of the Commonwealth of The Bahamas, shall have exclusive jurisdiction.

18. COUNTERPARTS

18.1. The Agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts shall together constitute that one agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

19. SIGNATORIES

19.1. This Agreement is signed electronically, through the acceptance of it.

¹ Qualified client is a new client to FxPro is the trader who makes the first deposit, and starts trading activity: at least open one trade for a 30 days period after FTD. The deposit hasn't been withdrawn by the trader for a 30 days period after FTD.

Appendix 1

The service can be provided in all the countries of the world, except:

1. Afghanistan
2. American Samoa
3. Austria
4. Belgium
5. Bosnia and Herzegovina
6. Bulgaria
7. Canada
8. Congo
9. Croatia
10. Cuba
11. Czech Republic
12. Cyprus
13. Democratic Republic of the Congo
14. Denmark
15. Estonia
16. Equatorial Guinea
17. Ethiopia
18. Finland
19. France
20. Germany
21. Greece
22. Hungary
23. Iran
24. Iceland
25. Ireland
26. Italy
27. Latvia
28. Libia
29. Liechtenstein
30. Lithuania
31. Luxembourg
32. Malta
33. Myanmar
34. Netherlands
35. Norway

36. Poland
37. Puerto Rico
38. Slovakia
39. Slovenia
40. Somalia
41. South Sudan
42. Sudan
43. Syrian Arab Republic
44. Sweden
45. United Kingdom
46. United States
47. Vanuatu
48. Yemen
49. Zimbabwe