



Affiliate Program – Terms and Conditions

This agreement (the “Agreement”) is made and entered between Alfa Media Group Limited, a Seychelles limited company, whose principal place of business is in Victoria Mahe, Seychelles (the “Company”)

AND

Company name:

Company No.:

Company Address:

(The “Affiliate”)

Whereas The Company is operating a Binary Options (the "**Company's Services**");

And Whereas The Affiliate, which is The Entity that applied for participating in the Company's affiliates program (the "Program"), agreed to all these Terms and Condition and has been approved by the Company, in a separate written notice, as a participant in the Program. Such written approval of the Company of the Affiliate is a condition for this Agreement to become binding.



1. Definitions:

- 1.1. **"Affiliate Client"** - A client of the company who was introduced to the Company by the Affiliate and was not previously listed with the Company in any way, as a client, lead, etc. Despite the title, the Client shall be considered as Company's Client and its details shall be owned exclusively by the Company.
- 1.2. **"Lead"** - details of a potential Client
- 1.3. **"New Active Trader"**- a Client that has fully complied with the Company's KYC and deposit procedures, and has deposited at least USD .
- 1.4. **"Round Turn"** – opening and closing of a trade.
- 1.5. **"Clearance Costs"** means all fees paid by Company to 3rd party companies for credit card clearance, money transfers, e-wallet, and any other payment methods including (but not limited to) deposit fees and chargeback fees.
- 1.6. **"Incentives Costs"** means all bonuses and compensations paid by Company to the Affiliate clients as part of the sales process.
- 1.7. **"Fraud Costs"** means all costs caused to Company due to fraud attempts made by Affiliate clients.

2. **Liabilities of the Affiliate**

- 2.1. The Affiliate will use its best efforts and shall devote reasonable amounts of its time, personnel and resources to promote and market the Website and the Company's Services, on the Internet and offline, for the purpose of referring potential Clients to the Company's Website.
- 2.2. It is hereby clarified that the Company will have full and absolute discretion in regard to the acceptance of any client of the Company and/or its contractual arrangements with the Company. The Company shall have the right to refuse to accept any client and/or deny service to any client and/or change or terminate its relations with any client, all at the Company's sole discretion
- 2.3. The Affiliate undertakes to observe all applicable laws, statutes, regulations, directions and codes. It is agreed that the Company may not have the necessary legal tools to estimate the legitimacy of the operation on the Affiliate, in each jurisdiction the Affiliate may operate; therefore the Affiliate shall be solely responsible for the compliance of his operation with any applicable law.
- 2.4. The Affiliate shall inform the Company immediately of any claim or complaint that may reasonably lead to a claim, demand or liability against the company, its officers or any of the Company related entities known to the Affiliate.



- 2.5. The Affiliate shall not give any presentation or warranty in the name of the Company and not obligate the Company in any way, without written prior approval of the Company.
- 2.6. All Creative and/or marketing and/or promotional materials used by the Affiliate, in relation to the Company, must be approved by the Company, by a written prior consent.
- 2.7. E-mail marketing or promotion with respect to the Company, shall be executed by the Affiliate with accordance to the applicable law and the commercial customary way, including any restriction regarding the use of "spamming", and the use of "unsubscribe" options.
- 2.8. The Affiliate shall not engage in any fax, broadcast or telemarketing and any other offline marketing methods with respect to The company and/or The company's Related Entities; shall not use Malware and/or Spyware techniques or use any other aggressive advertising or marketing methods in any of its dealings relating to The company and/or the Company's Related Entities ; shall not make any false, misleading or disparaging representations or statements with respect to The company and/or the Company's Related Entities; shall not Engage in any other practices which may affect adversely the credibility or reputation of the Company and/or The company's Related Entities, including but not limited to, using any Website in any manner, or having any content on any Website, that promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities or violates any intellectual property or other proprietary rights of any third party.
- 2.9. Affiliate shall be solely liable for all costs related to the referred Clients. The Company shall not bear and shall be fully reimbursed for any Clearance costs, Incentives costs and Fraud costs, including any costs and expenses reasonably connected with the same (i.e. legal fees incurred when dealing with fraud shall be deemed reasonable Fraud Costs), incurred or spent by the Company or reasonably expected to be incurred or spent, even if not yet incurred or spent. All such costs, expenses and payments may be set off against any payment due and payable to the Affiliate or otherwise payable within 14 days. Failure to set off any payment shall not constitute waiver or cessation of such payment or deduction.
- 2.10. Advice
 - 2.10.1. The Company does not advise its clients about any trading action or non-action, and any tax consequences. The Company may provide or publish general market information, advice or recommendations. By doing so, the Company give no representation, warranty or guarantee as to their accuracy or completeness or as to the trading and/or tax consequences of any trade. Also, the provision of such information is incidental to the Client's relationship with the Company and provided solely to enable the Client to make independent decisions;



2.10.2. In the event that the Affiliate provides such information to a Client, the Affiliate shall have full responsibility towards the Client and the Company shall not be responsible towards the Client in any way, including, without limitation, for the profitability of such information, losses, costs, expenses or damages occurred or derived by the Client arising from any inaccuracy or mistake in any such information.

2.11. The Affiliate shall act in loyal and faithful manner toward the Company and avoid any conflict of interest towards the Company.

3. Company's logo and Creative

3.1. The Affiliate may display the Company's logo, trademarks and any other creative provided by the Company (all shall be referred to as the "Creative"), on the Affiliate Websites, solely for the purpose of marketing and promoting the Company and the Company services during the term of these Terms and Conditions, or until such otherwise instructed by the Company. It is clarified that the Affiliate shall have no right in any of the Creative provided by the Company.

3.2. During the term of this Agreement and following the termination of this Agreement, the Affiliate shall always maintain the reputation and good-name of the Company.

4. Consideration

4.1. The Affiliate shall be entitled to receive Consideration as set forth in Schedule 1 attached hereto.

4.2. The Fees shall be due on the 15th day of each month for the previous calendar month. All payments are subject to risk analysis considerations and Anti-Money Laundering procedures. The Company reserves the right to demand and receive information about any Lead and to assess the competency of such Lead for payments. The Company reserves the right to modify the Fee structure and/or the payment terms at any time upon reasonable advance notice to Affiliate.



5. Termination

- 5.1. Term - These Terms and Conditions shall be to in effect from the Date the Company has approved the Affiliate by a written notice as described above.
- 5.2. Termination - The Company may terminate these Terms and Conditions at any time, with or without cause, effective immediately upon written notice to Affiliate. The Affiliate may terminate these Terms and Conditions at any time, with or without cause, with a 30 days prior written notice to the Company.
- 5.3. If multiple Commission plans (as detailed in Schedule 1) are used by the same Affiliate, then this Agreement may be signed between the parties more than once, with each instance referring to a separate account of the Affiliate shall require the prior confirmation if the Company. Under no circumstances shall the Company pay for the same Lead and/or New Active Trader and/or for any other reason under more than one Commission plan or otherwise more than once. Such instances may be terminated separately and individually by the Company at any time.
- 5.4. Consequences of Termination.

Upon expiration or termination of these Terms and Conditions:

- 5.5. The Affiliate shall immediately cease displaying the Creative on any Website or otherwise.
- 5.6. All rights granted to the Affiliate hereunder will immediately cease, except for the Affiliate rights to compensation on a "Revenue-Sharing" basis (as described in Schedule 1), as may become due to the Affiliate pursuant to terms and conditions of these Terms and Conditions, during the three (3) month period immediately following the effective date of termination of these Terms and Conditions.
- 5.7. Notwithstanding the aforementioned, In the event that these Terms and Conditions was terminated due to breach of these Terms and Conditions by the Affiliate, or due to failure of the Affiliate to perform the Company's commercially reasonable instructions with regard to the execution of the Affiliate obligation described in these Terms and Conditions, then the Affiliate shall have no right for any consideration.
- 5.8. The Affiliate shall immediately return to the Company all property of Company in its possession or control (including all Creative and all Confidential Information).



6. Proprietary Rights

- 6.1. All software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, Creative, Websites, and any additional intellectual or other property used by, or on behalf of the Company, or related to the Company, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, "Company Property") shall be and remain the sole and exclusive property of the Company. Parties explicitly agree that clients and potential clients contact details and any other information shall consist as the Company's Property.

7. Confidential Information.

- 7.1. Confidential Information shall include, but shall not be limited to, any and all information associated with the other Party's business and not publicly known, including, the contents of these Terms and Conditions, specific trading information, technical processes and formulas, source codes, product designs, sales, costs, and other unpublished financial information, business plans and marketing data, is confidential and proprietary information, whether or not marked as confidential or proprietary. Parties agree that no entity shall be entitled to use the database of Clients for purposes not related to these Terms and Conditions.
- 7.2. Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations hereunder. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the replication, disclosure or use of any such Confidential Information, other than by or to its employees, agents and subcontractors on a need to know; as required by any law, regulation, or order of any court of proper jurisdiction over the Parties.
- 7.3. Confidential Information shall not include any information which is: (i) in the public domain, or is already known by, or in the possession of the non-disclosing Party, at the time of disclosure of such information; (ii) is independently developed by the non-disclosing Party without breaching any provisions of these Terms and Conditions; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of these Terms and Conditions.
- 7.4. The Affiliate shall keep secret, at all times, all customer lists, Leads, potential and/or prospective customer lists, names, addresses and other information regarding customers, leads and prospective customers of the Company. During the Term of this Agreement, and after the termination of this Agreement, the Affiliate shall not, directly or indirectly, disclose the Clients and potential Clients details to any third Party, and shall not, directly or indirectly, solicit Clients to terminate their business relationship with the Company.



8. DISCLAIMER OF WARRANTY.

THE COMPANY MAKES NO WARRANTIES HEREUNDER, AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE COMPANIES SERVICES. WITHOUT LIMITING THE FOREGOING, THE COMPANY FURTHER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED THAT THE COMPANY'S TRADING PLATFORMS DO NOT INFRINGE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY IN ANY JURISDICTION. THE AFFILIATE UNDERSTANDS AND AGREES THAT THE PLATFORMS MAY NOT SATISFY ALL OF THE LEADS' REQUIREMENTS AND MAY NOT BE UNINTERRUPTED OR ERROR-FREE. THE AFFILIATE UNDERSTANDS AND AGREES THAT THE COMPANY'S SERVICES ARE BASED ON INTERNET AND COMMUNICATION NETWORKS AND RELIES PARTLY ON THIRD PARTIES SERVICES, WHICH ARE NOT UNDER THE CONTROL OF THE COMPANY, THERE THE COMPANY'S SERVICES MAY NOT BE FREE OF MALFUNCTIONS AND THE COMPANY SHALL NOT BE LIABLE IN ANY WAY IN SUCH EVENTS.

9. LIMITATION OF LIABILITY.

THE COMPANY SHALL HAVE NO LIABILITY WITH RESPECT TO THE SERVICES PROVIDED BY THE COMPANY AND THE TRADING PLATFORMS OR ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS OR OTHERWISE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE COMPANY LIABILITY TO THE AFFILIATE UNDER FOR ANY REASON WILL BE LIMITED TO THE AMOUNTS PAID TO AFFILIATE BY THE COMPANY DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

10. Indemnification

The Affiliate agrees to indemnify, defend and hold harmless the Company, it's directors, officers, employees, subcontractors and agents thereof (collectively, the "Indemnified Party"), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon or arises out of Affiliate's breach of any representation, warranty, obligation or covenant under these terms and conditions; or Affiliate's negligence or willful misconduct; or any warranty, condition, representation, indemnity or guarantee relating to the Company granted by the Affiliate to any third party.



11. General

- 11.1. Force Majeure - If the performance of any part of these Terms and Conditions by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated hereunder and/or the failure or refusal of a government agency to issue a license required for any performance pursuant to these Terms and Conditions), labor disputes, act of God or any cause beyond the reasonable control of that Party, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.
- 11.2. Independent Contractors - The Parties to these Terms and Conditions are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. These Terms and Conditions shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 11.3. Notice- Any notice, approval, request, authorization, direction or other communication under these Terms and Conditions shall be given in writing and shall be deemed to have been delivered and given for all purposes on the delivery date if delivered personally or by e-mail to the Party to which the same is directed; after two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or after five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the respective addresses of the Parties as set forth on the Registration Page.
- 11.4. No Waiver - The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of these Terms and Conditions or to exercise any right under these Terms and Conditions shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.
- 11.5. Entire Agreement- These Terms and Conditions, including all Exhibits hereto, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein.
- 11.6. No amendment or modification of any provision of these Terms and Conditions shall be valid unless set forth in a written instrument signed by both Parties.



- 11.7. Assignment- the Affiliate shall have no right to assign or otherwise transfer these Terms and Conditions, or any of its rights or obligations hereunder, to any third party without The Company's prior written consent, to be given or withheld in the Company's sole discretion.
- 11.8. Applicable Laws and Jurisdictions- These Terms and Conditions shall be governed, construed and enforced in accordance with the laws of Belize. Each Party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to these Terms and Conditions may be brought and prosecuted only in a court of law in the territory of the Belize, and by execution of these Terms and Conditions each Party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum. Despite the aforementioned, The Company shall hold the ability to bring legal proceedings against the Affiliate in the Affiliate's place of residence, immediately and without prior arbitration, in relation to any funds owed by the Affiliate to the Company or any other breach of these Terms and Conditions. In such case, the governing law can be, according to the company's decision, the applicable law at the Affiliate's place of residence.
- 11.9. Survival - Sections 3 through 10 shall survive the termination or expiration of these Terms and Conditions, as applicable.



Schedule 1

Compensation plan:

1. Hybrid - CPA \$**100** + Rev-Share **15%**

T&C's – CPA paid upon receiving "active trader" status in the Company's Platform. "Rev-Share" is calculated as Company's revenues from trades minus Incentives Costs minus Clearance Costs minus Fraud Costs.

2. Rev-Share - **25%** of Company's revenues

T&C's - Rev-Share is calculated as Forex Place revenues from trades minus Incentives Costs minus Clearance Costs minus Fraud Costs.

3. CPA - \$**200**

T&C's – CPA paid upon minimum deposit of \$**200** and active trader status.