

axi

AXICORP LIMITED

Affiliate Agreement

WE PROVIDE SERVICES RELATING TO TRADING COMPLEX DERIVATIVE FINANCIAL PRODUCTS. THE CONTRACTS THAT YOU CAN TRADE ON OUR ONLINE FACILITY ARE TRADED ON A MARGIN OR LEVERAGE BASIS, A TYPE OF TRADING WHICH CARRIES A HIGH DEGREE OF RISK TO YOUR CAPITAL. THE PRICE OF THE CONTRACT YOU MAKE WITH US MAY CHANGE QUICKLY AND YOUR PROFITS AND LOSSES MAY BE MANY TIMES THE AMOUNT OF YOUR INVESTMENT OR DEPOSIT. IF YOU DO NOT HOLD SUFFICIENT FUNDS TO MEET YOUR MARGIN REQUIREMENTS, THEN WE MAY CLOSE YOUR OPEN POSITIONS IMMEDIATELY AND WITHOUT NOTICE. PLEASE READ THE RISK WARNING NOTICES ON OUR ONLINE FACILITY CAREFULLY TO UNDERSTAND THE RISKS OF TRADING ON A MARGIN OR LEVERAGE BASIS. TRADING IN THESE PRODUCTS MAY NOT BE SUITABLE FOR EVERYONE AND YOU SHOULD NOT TRADE OUR PRODUCTS UNLESS YOU UNDERSTAND AND ACCEPT THE RISKS OF TRADING ON A MARGIN OR LEVERAGE BASIS AND ARE ABLE TO WITHSTAND SUSTAINING POTENTIAL LOSSES.

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By registering on www.axiaffiliates.com "AxiAffiliates" you are agreeing to be bound by the terms and conditions below. These terms and conditions form the "Agreement".

The Agreement is a legally enforceable contract between AxiTrader Limited (Business Company Number 25417 BC 2019) ("AxiTrader", "we" "our" or "us") and you, the company or person named when registering (the "Affiliate" or "you"). If you do not want to be bound by the Agreement, do not register.

Capitalised terms are defined within the Agreement or will be found in the Definitions in clause 2 below. The singular includes the plural and the plural includes the singular.

1 JOINING AXI AFFILIATES

- 1.1 AxiTrader is a company registered as a business company with the Financial Services Authority in Saint Vincent and the Grenadines.
- 1.2 AxiTrader is an issuer of, and deals in, foreign exchange contracts and derivatives to customers.
- 1.3 AxiTrader operates an affiliate marketing network which enables you to promote AxiTrader's products and services in exchange for a commission.
- 1.4 If your registration is accepted, you will become an Affiliate and you will receive a Tracker ID linked to the Site. If your online application is rejected, the Agreement will terminate immediately.

For the avoidance of doubt, your registration constitutes your acceptance of the terms and conditions of this Agreement and your use or continued use of AxiTrader's Affiliate program will be taken as your consent to be legally bound by this Agreement.

2 DEFINITIONS

- 2.1 **Account:** means uniquely assigned account that is created for each Trader when they complete an account application at any of AxiTrader's Sites to trade on AxiTrader's Trading Platform, and which is approved by us.
- 2.2 **Affiliate Fee:** means the amount payable to the Affiliate due to the (i) AxiTrader CPA Plan, and/or (ii) the Referred-Affiliate fee and/or (iii) the Sub-Affiliate fee (as applicable), based solely and exclusively on AxiTrader's data and calculations as specified in the Report.
- 2.3 **Affiliate Section:** means the area of the Sites 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. AxiTrader reserves the right to add and/or remove any tools from the Affiliate Section at any time, at its sole and absolute discretion.
- 2.4 **Applicable Law** means all:
 - a. applicable provisions of laws and regulations of Saint Vincent and the Grenadines, including all relevant rules of government authorities, exchanges, trade and clearing associations and self-regulatory organisations in Saint Vincent and the Grenadines or elsewhere; and
 - b. all laws, procedures, standards and codes of practice that apply in relation to the parties, this Agreement and the transactions contemplated by this Agreement, including any relevant government policy or equivalent legislation in which the Affiliate provides services and any laws or obligations relating to privacy and the protection of personal information.
- 2.5 **AxiTrader CPA Plan** ("Cost Per Acquisition" Plan): means Affiliate compensation plan where the Affiliate receives an Affiliate Fee according to the number of Qualified Traders referred by the Affiliate to the Sites. The Affiliate Fee shall be specified in the Affiliate Section, as updated from time to time at AxiTrader's sole and absolute discretion.
- 2.6 **AxiTrader Marks:** means the Trademarks, trade names, service names, Banners and Text Links, marketing tools, or logos of AxiTrader and its suppliers placed on the Trading Platform or otherwise used with respect to the Trading Platform or the Sites

by AxiTrader 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 AxiTrader, including without limitation the “AxiTrader” mark and brand, and any other mark as may be used by AxiTrader, from time to time.

2.7 Banner and Text Link: means any type of graphics, pictures, animation, artwork or text that an Affiliate uses to promote the Program or to hyperlink Traders from Affiliate’s website to the Sites.

2.8 Bonus: means incentives awarded or given to Traders from time to time in accordance with regulatory or legal constraints.

2.9 Banned Countries

BANNED COUNTRIES		
CENTRAL AFRICAN REPUBLIC	IRAQ	SUDAN
CONGO	JAPAN	SYRIAN ARAB REPUBLIC
CONGO, DEMOCRATIC REP OF	NORTH KOREA	USA
COTE D’IVOIRE	LIBERIA	WESTERN SAHARA
ECUADOR	LIBYA	YEMEN
ERITREA	MYANMAR	ZIMBABWE
ETHIOPIA	SIERRA LEONE	KYRGYZSTAN
GUINEA-BISSAU	SOMALIA	
HAITI	SINGAPORE	
IRAN, ISLAMIC REPUBLIC OF	SOUTH SUDAN	

2.10 Fraud Traffic: means any deposits, Gross Revenue or traffic generated at any Site through illegal means or in bad faith in an attempt to defraud AxiTrader, regardless of whether or not it actually causes harm to AxiTrader. 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.

2.11 Gross Revenue: means the aggregate Spreads actually received by the Group from each Trader solely as a result of activity by the Trader on the Trading Platform, less any Bonuses given to the Trader, charge backs, or any uncollectable revenue attributable to the Trader. For example, if a Trader executes , a total of 5 transactions during a calendar month, and from each transaction AxiTrader actually collects and is paid a Spread equal to US\$1, US\$2, US\$4, US\$6 and US\$7, or US\$15 in total during that calendar month, AxiTrader will give the Trader a US\$5 Bonus. Therefore, the Gross Revenue of such Trader during such calendar month shall be $(1 + 2 + 4 + 6 + 7 - 5) = US\15 .

2.12 Group: means any entity that is either a holding company, parent, subsidiary or affiliate of AxiTrader Limited and includes AxiCorp Financial Services Pty Ltd (ACN 127 606 348) and its controlled entities;

2.13 Mailers: means any material used by an Affiliate in order to promote any activity related to AxiTrader or the Sites sent by e-mail.

2.14 Marketing Material: means any material used by an Affiliate in order to promote any activity related to AxiTrader or the Sites, 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 Sites. For the avoidance of doubt, Affiliate is not entitled to send Mailers.

- 2.15 Minimum Deposit:** US\$50.
- 2.16 Non-Active Affiliate:** means any Affiliate generating less than twelve (12) new Qualified Traders, directly or via Referred-Affiliates or Sub-Affiliates, during any consecutive twelve (12) month period.
- 2.17 Products:** means all products that AxiTrader offers to its clients that are classified as complex high-risk investments which include foreign exchange and contracts for difference “CFD”.
- 2.18 Program:** means AxiTrader’s affiliate program located at any of its Sites from time to time.
- 2.19 Qualified Trade:** means a fully closed trade completed within 60 days of the Traders account being opened having been introduced by the Affiliate, which has not been open and closed within a three-minute time period, has not been placed to deliberately churn or manipulate the account to achieve the Required Lots (to be decided at AxiTrader sole discretion) and has not been achieved using Fraud Traffic.
- 2.20 Qualified Trader:** means 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; provided that:
- I. such Affiliate is confirmed by AxiTrader as included in the Program and is linked to the Sites in accordance with this Agreement,
 - II. such user has been approved by AxiTrader and has made a minimum real money deposit of at least US\$50, or such other minimum amount as shall be specified by the Program from time to time,
 - III. with respect to the AxiTrader CPA Plan, AxiTrader has collected from such user Spreads in an amount of at least US\$40, or such other amount as shall be specified by the Program from time to time, and
 - IV. such user is not already registered to the Sites under a different name or through a different identity. An Affiliate or any of its Affiliated Parties are ineligible to become Qualified Traders under such Affiliate’s Tracker IDs, and should the Affiliate or any of its Affiliated Parties register, the Affiliate will not be eligible to receive the applicable commission or any other compensation whatsoever.
 - V. For the avoidance of doubt, the term “Affiliated Party” shall mean any of the following:
 - VI. any member of Affiliate’s immediate family;
 - VII. 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.
- 2.21 Referred-Affiliate:** means any person or entity which is an Affiliate referred to this Program for the purpose of such person or entity joining the Program, and such person or entity was approved by AxiTrader to participate in the Program as an Affiliate.
- 2.22 Registration Form:** means the registration form located at the Site for the participation in the Affiliate Program.
- 2.23 Report:** means information regarding the Affiliate Fees, Trader tracking and other information relevant to the Affiliate provided by AxiTrader to the Affiliate in the Affiliate Section.
- 2.24 Required Lots:** means the number of lots, based upon US\$500k Notional value of the traded market, required for a Qualified Trader to have completed to trigger the AxiTrader CPA Plan remuneration to the Affiliate.
- 2.25 Sites:** www.axitrader.com, www.axiaffiliates.com www.axitrader.com/int and any other website as may be added by AxiTrader or by the Group, in its sole and absolute discretion, from time to time.
- 2.26 Spread:** means the difference between the buy price and the sell price of a certain instrument at the time the Trader opens a position on the Trading Platform.
- 2.27 Sub-Affiliate:** means any person or entity which Affiliate referred to this Program as a sub-Affiliate, and such entity or person was approved by AxiTrader. The Affiliate shall instruct AxiTrader the portion of its Affiliate Fee which is to be paid to the sub-Affiliate in lieu of payment of such fees to the Affiliate.
- 2.28 Tracker ID:** means the unique Tracking ID, which is related to the Tracker URL or sign up bonus codes that AxiTrader provides exclusively to the Affiliate, through which AxiTrader tracks and calculates the Affiliate Fee.
- 2.29 Tracking URL:** means the unique hyperlink to the Sites enabling an Affiliate to refer potential Traders to the Sites and enables AxiTrader to identify the Affiliate that has referred each specific Trader for the purpose of calculating the Affiliate Fee.

- 2.30 Trademarks:** means all AxiTrader trademarks (registered and unregistered), service marks and logos displayed on the Sites.
- 2.31 Trader:** means any user of the Trading Platform.
- 2.32 Trading Platform:** means AxiTrader's technology dedicated for online trading, allowing participants to trade online either for fun or for real money, and including AxiTrader's billing, support, retention and promotion services and activities.

3 AFFILIATE PROGRAM

- 3.1** As an Affiliate you can direct potential Traders, Qualified Traders and Referred-Affiliates to the Sites, subject to the terms and conditions of this Agreement.
- 3.2** You acknowledge that as part of the AxiAffiliates program, AxiTrader contracts with you and other Affiliates to perform services of the same or similar nature as those provided by you. You acknowledge you have no claims to fees originated from Traders and/or Qualified Traders and/or Referred-Affiliates not referred solely by you.
- 3.3** AxiTrader prohibits the use of its Sites by Affiliates who operate websites containing pornographic, racist or illegal content. The definition of pornographic, racist or illegal content is entirely at the discretion of AxiTrader.
- 3.4** AxiTrader does not support the advertising or placement of advertisements on any sites connected with pornographic, racist or illegal content.
- 3.5** AxiTrader will at all times attempt to monitor any misuse and will bring misuse to your attention. AxiTrader operates in full compliance with all spam laws and regulations and you are also required to comply.
- 3.6** AxiTrader may deactivate your account if you have sent spam or engaged in any unsolicited promotional activities.

4 TARGET MARKET AND RISK WARNING

- 4.1** You should be aware of AxiTrader's target market for its products and the type of investor they are suited to. Only investors, clients or Traders who have the necessary level of knowledge and experience together with sufficient capital are suited to investing in over-the-counter derivatives and CFD's. Investors should be aware they could lose substantially more than their initial investment. Inexperienced investors are not suited to such products and this is reflected in our website and marketing and applied and enforced in our onboarding processes. Affiliates need to have a good understanding of how leverage works, together with the risks as well as the perceived benefits.

When acquiring our derivative products investors have no entitlement, right or obligation to the underlying financial asset. AxiTrader is not a financial adviser and all services are provided on an execution only basis. Unless you are qualified and licenced by a relevant regulator, you must not provide financial advice either. AxiTrader may provide general advice only and information is of a general nature only and does not take into account an investors financial objectives or personal circumstances. The primary reason to trade CFDs should be to hedge an existing portfolio or to speculate and not in an attempt to generate a regular income.

- 4.2** A typical example of a client who meets AxiTrader's Target Market would be someone from any ethnicity living in any non-prohibited country, who is currently employed with a stable source of income and has savings. That person should also have previous trading experience and be able to demonstrate that they understand the risks of trading in CFDs.

4.3 AxiTrader CPA Plan:

- 4.3.1** Subject to any applicable regulation and AxiTrader's approval, you shall choose a AxiTrader CPA Plan when registering via any registration form. You may not change the elected AxiTrader CPA Plan.
- 4.3.2** AxiTrader may change an Affiliate's AxiTrader CPA Plan at any time and at its sole and absolute discretion, by sending you a notice by e-mail. In the event you do not agree to such change, you must notify AxiTrader by return e-mail within one (1) business day of receiving the notice from AxiTrader, and the Agreement shall be deemed to terminate immediately. In the event you do not notify AxiTrader within one (1) business day from receipt of notice, it shall be deemed you agree with the change in the AxiTrader CPA Plan. You will continue to receive payment with respect to

Traders identified by a Tracker ID prior to the date of any change in the AxiTrader CPA Plan, in accordance with the applicable AxiTrader CPA Plan at the date such Traders registered to the relevant Site.

- 4.4 **Referred-Affiliates:** Subject to AxiTrader's prior written approval, Affiliates may refer third parties as Referred-Affiliates, provided those third parties are not and were not previously registered as Affiliates. As a pre-condition to the registration of a Referred-Affiliate, the Referred-Affiliate shall be required to identify the referring Affiliate during the registration process and shall only be entitled to name one referring Affiliate. Where AxiTrader accepts the Referred-Affiliate, this shall be included in the Report.
- 4.5 **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 AxiTrader be liable hereunder for any amounts other than the Affiliate Fee.

5 AFFILIATE COMMISSIONS AND PAYMENTS

- 5.1.1 **Referred-Affiliate Fee:** The Affiliate Fee for each Referred-Affiliate shall be equal to the percentage specified in the Affiliate Section from time to time, of the Gross Revenue earned by AxiTrader generated by Traders identified by the Referred-Affiliate Tracker ID.
- 5.1.2 **Sub-Affiliate Fee:** Subject to any applicable anti-money laundering and counterterrorism financing regulations or restrictions, AxiTrader shall pay each Sub-Affiliate its fees in accordance with the bank account and payment instructions provided by the Affiliate to AxiTrader.
- 5.2 **Tracking and Payment:** AxiTrader shall track Traders' activity for the purpose of calculating the Affiliate Fee and this information is available in the Affiliate Section. If you are due to be paid commissions or fees, AxiTrader will pay you on a monthly basis for each validated transaction.
- 5.3 **Validating transactions:** Transactions which accrue fees will be validated in accordance with the AxiTrader CPA Plan and the information set forth in the Report and only Qualified Traders who have completed the required Qualified Trades within the 60 days limit will be applicable.
- 5.4 **Time of Payment:** The Affiliate Fee will be paid within fifteen (15) days following the end of each calendar month. You will only be paid once Affiliate Fees earned by you exceed the minimum threshold for payment. The minimum threshold for payment is US\$1,000, unless you are terminating this Agreement with AxiTrader.
- 5.5 **Method of Payment:** Payment shall be made in any currency and method as may be determined by AxiTrader, in accordance with AxiTrader's policy and subject to Applicable Law. Any bank charges, charges for wire transfers or courier charges for cheques will be covered by you and deducted from the Affiliate Fee.
- 5.6 **Compensation for Qualified Traders Only:** In addition to any other terms and conditions set forth anywhere in this Agreement or under Applicable Law, you shall not be entitled to receive any Affiliate Fee for any Trader unless and until such Trader has been approved and qualified by AxiTrader as a Qualified Trader. For the avoidance of any doubt it is hereby clarified that AxiTrader 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 or AxiTrader CPA Plans, including without limitation, setting any baseline, threshold, minimum deposits/earnings and/or other requirements for qualifying in any of the compensation or AxiTrader CPA Plans and/or for receiving any Affiliate Fee set forth hereunder. Qualified Traders that perform a withdrawal amounting to 50% or more of their initial deposit in the first 30 days since trading commenced are not eligible for commission AxiTrader CPA Plan payment and only Qualified Traders who have completed the required Qualified Trades within the 60 days limit will be applicable. Fees for Qualified Traders are set out in clause 14.1.
- 5.7 **Open and Closed Trades:** Any trades that are opened and closed within 3 minutes of the initial trade will not count as Qualified Trades.

- 5.8 Trader Verification:** Affiliate Fee in relation to new Qualified Traders will be made only following AxiTrader's verification and checks concerning all new Traders in accordance with the requirements of any Applicable Law and AxiTrader's internal verification process.
- 5.9 Non-Active Affiliate Account:** A Non- Active Affiliate shall not generate or be entitled to receive any Affiliate Fee from AxiTrader.
- 5.10 Holdover for Non-Compliance:** Notwithstanding the forgoing, AxiTrader may, at its sole and exclusive discretion, withhold, delay or deny payment of the Affiliate Fee in any of the following events:
- I. AxiTrader has reason to believe that your activity is not in compliance with any Applicable Law, including, without limitation, any regulatory rules and any other legislation applicable from time to time;
 - II. AxiTrader has reason to believe that your activity is in breach of this Agreement;
 - III. you have failed to complete any form as may be required by AxiTrader or you have provided misleading or incorrect information to AxiTrader;
 - IV. you have failed to provide any document as may be requested or demanded by AxiTrader; and/ or
 - V. AxiTrader has been notified by a third party of an alleged infringement of property or rights (e.g. intellectual property rights) by you or your activity. You will not qualify for any payment based on Trades carried out by an Associate of the Affiliate. You hereby irrevocably waive any claim or demand against AxiTrader, its directors, officers, shareholders, employees or against the Sites in respect of such action taken by AxiTrader. If we suspect you have generated commissions in breach of this Agreement you will, by way of future assignment, assign to us all of your rights and ownership in those commissions.
- 5.11 Holdover for Fraud Traffic:** Notwithstanding the forgoing, in the event that any activity in your account, or in any account which appears to be controlled or managed by you, is deemed suspicious by AxiTrader at its sole determination, AxiTrader may at its own discretion delay payment of the Affiliate Fee to you for up to one hundred and eighty (180) days in order to verify the relevant transactions. All payments due to an Affiliate who refers more than twenty (20) Qualified Traders in their first monthly cycle will be deferred for one additional month for verification purposes. In the event that AxiTrader determines the activity constitutes Fraud Traffic, AxiTrader shall recalculate or withhold the Affiliate Fee. If a Qualified Trader referred by you fully withdraws the deposit amount made in respect of the requirements of the AxiTrader CPA Plan before placing a Qualified Trade, an Affiliate Fee will not be paid and the transaction may be investigated for Fraud Traffic. If AxiTrader determines that you are involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to AxiTrader or your obligations under this Agreement, including without limitation to the Sites, Accounts, Bonuses, Qualified Traders, Sub-Affiliates and/or Referred-Affiliates, AxiTrader 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 you inoperative, and immediately block your access to the Program, with no compensation to you. You hereby irrevocably waive any claim or demand against AxiTrader, AxiTrader Group, its directors, officers, shareholders, employees or against the Sites in respect of such action taken by AxiTrader.
- 5.12 Trader Tracking:** You acknowledge that you are aware and agree that upon signing up as a Trader, each Trader must link through a Tracking URL or enter a sign up bonus code provided to it by you to enable you (and any Sub-Affiliates, if applicable) to receive an Affiliate Fee in relation to each potential Trader. In no event shall AxiTrader be liable, and you specifically waive any claim or demand for any failure of Affiliate, Referred Affiliate, Sub-Affiliates or any Trader to use the Affiliate's Tracking URL or for any potential Traders' failure to properly enter a sign up bonus code.
- 5.13 Disputes:** Any disputes which you may have over remuneration issues should be submitted in writing to AxiTrader within 10 business days of receiving a payment. AxiTrader will investigate any dispute fairly and with impartiality and usually respond back to the Affiliate within 10 business days.
- 5.14 Tax:** It is your sole responsibility to comply with any tax laws that apply to Affiliate Fee, and you consent that, where required by Applicable Law or regulations, AxiTrader may provide information upon request regarding your Affiliate Fee to any government agency. You acknowledge that AxiTrader is at no time liable for any taxes whatsoever incurred by you in relation to this Program or the earning of Affiliate Fees or any other compensation.

6 ADDITIONAL TERMS OF PARTICIPATION IN THE PROGRAM

6.1 Provision of Information: Affiliate shall provide true and complete information to AxiTrader at all times, as may be requested by AxiTrader from time to time. The Affiliate acknowledges that it is aware that prior to receiving any Affiliate Fee, the Affiliate must provide AxiTrader with all information as may be requested by AxiTrader, including any information required pursuant to any Applicable Law, regulatory rules, or any other applicable legislation. Such information shall include, but is not limited to, _____ the _____ following:

6.1.1 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 of bank account, bank account number and sort code or IBAN, Bank name and address.

6.1.2 For a company:

1. Registration name;
2. Company ID;
3. Country of registration;
4. Registered office address in the country of registration;
5. Copy of Affiliate's certificate of incorporation;
6. Business address if different than registered office;
7. VAT registration or other sales tax reference;
8. Regulatory/licensing registration number, if applicable;
9. Names of directors/partners;
10. Copy of a valid photo identification card of a director or validly appointed or authorised person, or partner including name, address and date of birth;
11. Copy of a valid photo identification card and details of beneficial owners 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.

6.2 Marketing

Materials:

6.2.1 Affiliate's Marketing Materials shall comply with the guidelines located at the Affiliate Section referred to as Affiliate Marketing Rules tab in the Affiliate's account and any other restrictions set forth in this Agreement.

6.2.2 Prior to the Affiliate's use or amendment of any Marketing Materials, the Affiliate shall submit a sample to AxiTrader for review and approval. Affiliates shall not be allowed to alter any of the Marketing Material provided by AxiTrader. The Marketing Material may be used by the Affiliate only upon receiving the explicit written approval by AxiTrader, which may be granted or denied or subsequently revoked at AxiTrader's sole and exclusive discretion. In the event such approval is granted, the Affiliate agrees and hereby does assign and transfer to AxiTrader, its successors, assignees, or nominees, all of Affiliate's right, title and interest to the materials created and made by (or for) the Affiliate.

6.2.3 In the event that the Affiliate makes use of any Marketing Material not approved by AxiTrader, AxiTrader 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 Sites in respect of such action taken by AxiTrader.

6.3 Restrictions: All Affiliate activities must be professional, and fully comply with all Applicable Laws, including, without limitation, any regulatory rules and you 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 AxiTrader, at its sole discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of any of the Sites or detrimental to other users of the Sites, including without limitation, directly or indirectly:

- (a) operation of an illegal business, site or subscription email list;
- (b) engaging in 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 goods or services through the Affiliate's website or subscription emails;
- (c) operation of a website that contains or promotes content that is libellous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or link to a website that does so;
- (d) engaging in indiscriminate or unsolicited commercial advertising emails;
- (e) placing links to any of the Sites in spam or unsolicited promotions, banner networks, counters, guest books, IRC channels or through similar Internet resources;
- (f) 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 (ineach case without derogating from other remedies AxiTrader may have in law, equity or otherwise);
- (g) establishing or causing to be established, without the prior written consent of an authorized officer of AxiTrader, any promotion that provides any rewards, points or compensation for and any other activity that AxiTrader deems at its sole discretion to be of similar nature, or that allows third parties to place links to the Sites;
- (h) diluting, blurring or tarnishing the value of Trademarks;
- (i) unauthorized use of any third party's intellectual property (including, but not limited to, trademarks); or
- (j) offer any trader, whether directly or indirectly, any kind of rake back deal;
- (k) sending Mailers; or
- (l) completing any account opening questionnaire on behalf of any potential Traders, Qualified Traders and Referred-Affiliates. AxiTrader 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 therestriction 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 Sites in respect of such action taken by AxiTrader.

6.4 Age:

6.4.1 In order to participate in the Program, you must be at least 18 years or older.

6.4.2 You may not actively target market to any persons who are under the age of 18 years old, or under the age of majority in the territory where you are operating.

6.5 Banned Countries:

6.5.1 You may not target residents of the banned countries listed in the table at clause 2.12 (or as notified by AxiTrader to you from time to time).

6.5.2 Any Affiliate interested in target marketing to a person who is a citizen or resident of any country not listed herein must receive AxiTrader's prior written approval.

6.6 Representations and Warranties: The Affiliate represents and warrants the following:

6.6.1 That it is independent of AxiTrader and its subsidiaries and shall have no authority to bind AxiTrader and its subsidiaries in any way unless specifically contemplated herein or agreed between the parties in writing;

6.6.2 It will not make any representation or statement or warranty concerning AxiTrader and its subsidiaries except as authorised by AxiTrader or as provided in this Agreement;

6.6.3 It shall not make any misrepresentations regarding AxiTrader and its subsidiaries, their services and licenses;

6.6.4 It shall not in any way represent that AxiTrader and its subsidiaries guarantee or will guarantee their client against loss when receiving products or services from AxiTrader or its subsidiaries;

6.6.5 It shall not be placing orders on behalf of AxiTrader's subsidiaries or clients;

6.6.6 It shall not accept nor hold any Client Money (as defined in applicable regulatory legislation or rules in each applicable jurisdiction);

6.6.7 It is not in any way prohibited from acting as an Affiliate and has all appropriate registrations or licences if necessary and applicable;

6.6.8 It shall disclose to AxiTrader promptly any complaint, government or regulatory investigation, or disciplinary action or any other development that may have a material impact on the Affiliate's ability to provide the services hereunder in accordance with applicable laws, including, without limitation, any regulatory rules.

7 NO COMPETITIVE MARKETING

7.1 It is hereby clarified that Affiliate shall not be entitled to market to potential Traders

- I. on any internet site or social network on which the Group promotes any of the Sites (e.g. Facebook.com, Twitter.com, Plus.google.com, Youtube.com, etc.);
- II. on any internet search engine on which the Group promotes any of the Sites (e.g. Google.com, Bing .com, etc.) ;
- III. in any other manner which results in the Affiliate's competing with the Group in relation to the promotion of Sites, including but not limited to the promotion of the Affiliate's websites through other Affiliates;
- IV. any other online software, application, or other platform enabling online trading similar to and/or competitive with the Trading Platform;
- V. by using AxiTrader's Marks (or any variation or combination thereof) in the Affiliate's domain name (e.g. "Axi", "Axitrader", "Axitrade", "Tradeaxi", etc.). In the event that Affiliate is in breach of the foregoing provisions, AxiTrader reserves the right to render the Tracking URLs assigned to Affiliate inoperative and to refuse to pay any Affiliate Fee or compensation, and Affiliate shall have no claim against the Group, its directors, officers, shareholders or employees in respect of such action taken by AxiTrader.

8 LINKS; TRADEMARKS AND LOGOS; DATA OWNERSHIP

8.1 Subject to the terms of this Agreement, AxiTrader grants to Affiliate, a non-exclusive, non-transferable, non-assignable, non-sub licensable limited license to display on such Affiliate's website the Marketing Material provided by AxiTrader to the Affiliate for the sole purpose of providing a link from such Affiliate's website, which website has been confirmed by AxiTrader as included in the Program, to the homepage of the Site (but no other page). Unless otherwise approved in advance in writing by AxiTrader, Affiliate may not promote, whether directly or indirectly, any of AxiTrader Marks. No framing of any webpage of any of the Sites is permitted.

8.2 Affiliate, and anyone on Affiliate's behalf, shall not assert the invalidity, unenforceability, or contest the ownership of any of AxiTrader Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice

AxiTrader's rights in AxiTrader Marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

8.3 Except as explicitly permitted herein, nothing in this Agreement or on any of the Sites, should be construed as granting, by implication, estoppel or otherwise, any license or right to use any AxiTrader Marks.

8.4 All Traders shall be considered as customers or clients of AxiTrader only. AxiTrader 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 may not contact a Trader without receiving AxiTrader's written approval. If in AxiTrader's opinion Affiliate either tries to or contacts a Trader without AxiTrader's written approval, AxiTrader shall be entitled to immediately terminate this Agreement and to withhold all Affiliate Fees, compensation or commissions owed to Affiliate at such time. Further, in the event that AxiTrader provided written approval to the Affiliate to contact or correspond with a Trader, and thereafter AxiTrader deems that such contact or correspondence is against the interests of AxiTrader, AxiTrader shall have the right to revoke such approval previously granted, to terminate this Agreement and to withhold all Affiliate Fees, compensation or commissions owing to Affiliate at such time. Affiliate further agrees that AxiTrader may access information from or about visitors to Affiliate's website, and may use such information for any purpose.

9 LIMITATION OF LIABILITY

9.1 In no event shall AxiTrader, its subsidiaries, officers, directors, employees or suppliers be liable for lost profits or data, or any special, incidental, indirect or consequential damages arising out of or in connection with the sites, the Group's 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. AxiTrader's liability, and the liability of AxiTrader's subsidiaries, officers, directors, employees and suppliers to affiliate or any third party in any circumstance is limited to the greater of

- (a) the amount of the fees paid by AxiTrader to affiliate in the twelve (12) months prior to the action giving rise to liability, or
- (b) US\$100.

10 NO WARRANTIES; INDEMNIFICATION

10.1 To the fullest extent permitted under Applicable Law, notwithstanding anything to the contrary, AxiTrader disclaims all warranties, express or implied, including but not limited to all implied warranties of non-infringement, merchantability and fitness for a particular purpose, with respect to the program, the Sites, links in the Sites, or the Sites being accessible or free of errors, viruses or security threats.

10.2 Affiliate agrees to indemnify, defend and hold harmless AxiTrader, the Group, its directors, officers, employees, service providers and suppliers 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 related directly or indirectly to this Agreement, the Sites, the Affiliates activity or to services provided by AxiTrader. AxiTrader may deduct such amounts to indemnify the Group, its directors, officers, employees, service providers and suppliers for any claims, arising or resulting from or relating, the matters brought forth in this clause 10.2 from any outstanding Affiliate Fee due to the Affiliate and held by AxiTrader and/or any other funds whatsoever due to the Affiliate and held by AxiTrader.

11 INDEPENDENT INVESTIGATION

11.1 You acknowledge that you have read this Agreement and agree to all its terms and conditions. You understand that AxiTrader may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate or contract with web sites that are similar to or compete with your web site. You have independently

evaluated the desirability of participating in the AxiAffiliates program and you are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

12 TERMINATION

- 12.1 This Agreement will take effect when you register on AxiAffiliates.com and shall continue until terminated in accordance with the terms of this Agreement.
- 12.2 AxiTrader may terminate this Agreement for any reason at its discretion immediately upon delivering written notice of termination to the Affiliate (such written notice may be provided by post or email). The Affiliate may terminate this Agreement for any reason, by giving AxiTrader seven (7) days prior written notice.
- 12.3 Upon termination of this Agreement for any reason, Affiliate will immediately cease use of, and remove from Affiliate's website, all AxiTrader Marks, Banners and Text Links to the Sites. Any domain which contains any of AxiTrader Marks shall be immediately transferred to AxiTrader, at Affiliate's cost, upon termination of this Agreement with Affiliate for whatsoever reason. Affiliate shall pay AxiTrader US\$1,000 for each day such domain is not transferred to AxiTrader. Clauses 1, 4, 5, 6, 7, 8, 9, 10 and 11 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.

13 MISCELLANEOUS

- 13.1 The Affiliate shall not without the prior express written consent of AxiTrader assign, transfer, charge, sublicense or deal in any other manner with this Agreement or any of its rights and/or liabilities under it.
- 13.2 AxiTrader shall be entitled to assign, novate, transfer, charge sub-license or deal in any other manner with this agreement or any of its rights and/or liabilities under it without consent of the Affiliate. In such event, AxiTrader shall make all reasonable efforts to notify the Affiliate in writing within a reasonable period following such assignment or novation.
- 13.3 An Affiliate must give 5 Business Days' notice of:
- (a) Where applicable, a material change in the management, ownership or control of an Affiliate and in particular, any change in the director or shareholder of that Affiliate;
- and in the event that AxiTrader does not approve the change or changes, the event will constitute an unlawful assignment of this Agreement allowing AxiTrader to immediately terminate this Agreement under Clause 13.1.
- 13.4 AxiTrader may delegate any of its obligations under this Agreement to, or exercise any of its rights under this Agreement through, any Group company or outsource to a service provider.
- 13.5 AxiTrader and the Affiliate must comply with any other relevant legislation, and in particular, privacy and data legislation, relating to collection, security, access, use and disclosure of personal information, and must maintain any confidential information in accordance with any Applicable Law.
- 13.6 AxiTrader and Affiliate are independent contractors, and nothing in this Agreement creates any partnership, joint venture or agency or employment relationship between them, grants to Affiliate authority to make any representation on AxiTrader's behalf or make public any information regarding AxiTrader, or prohibits AxiTrader from operating websites that are similar to or compete with Affiliate's website. Affiliate declares that by accepting this Agreement it consents to AxiTrader sending, and it receiving by means of telephone, facsimile, SMS or e-mail, or by any other means, communications containing newsletters, notifications and any other content of a commercial nature relating to the Sites and related services. Affiliate acknowledges that AxiTrader does not have to obtain Affiliate's prior consent (whether written or oral) before sending such communications to Affiliate, provided AxiTrader shall cease to send any such further communications should Affiliate notify AxiTrader in writing that Affiliate does not wish to receive such content anymore.
- 13.7 This Agreement comprises the entire agreement between the Affiliate and AxiTrader, 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 Sites (such as AxiTrader's Privacy Policy and Website terms and conditions), unless expressly provided otherwise in this Agreement. AxiTrader may modify any of the terms of this Agreement (including without limitation the terms of the Affiliate Fees) at any

time and in its sole discretion without notice. AxiTrader will endeavour at all times to ensure the Affiliate has been notified when changes have been made to this Agreement. Affiliate's sole remedy if such modification is not acceptable to it, is to terminate this Agreement. Your continued participation in and use of the program constitutes your acceptance of any modification to terms and fees.

- 13.8** Any provision of, or the application of any provision of, this Agreement or any right, power, authority, discretion or remedy of a party under this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 13.9** Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 13.10** You acknowledge that if any provision of this Agreement conflicts with any other rule, regulation, term or condition of the Site or any other applicable terms or conditions, AxiTrader will make a determination in its sole discretion in good faith which shall prevail.
- 13.11** This Agreement is governed by the laws of St Vincent and the Grenadines.

14 AFFILIATE FEES – QUALIFIED TRADERS AND QUALIFIED TRADES

14.1 The following table represents the fees AxiTrader will pay the Affiliate for Qualified Traders who have completed the required number of Qualified Trades and is subject to change at AxiTrader's sole discretion.

CPA BASIC PACKAGE			
EARN	REQUIREMENTS		
\$300 USD per Qualified Client	Net deposit = \$250 - \$499 USD Required Trading Lots = 2		

CPA PREMIUM PACKAGE			
	FIRST	NEXT	SUBSEQUENT
QUALIFIED CLIENTS P/MONTH	1 – 20	21 – 50	51+
NET DEPOSIT	\$500 USD		
REQUIRED STD LOTS USD	2		
EARN \$USD PER QUALIFIED CLIENT	\$400 USD	\$500 USD	\$700 USD

SUBAFFILIATE COMMISSION	
Master Affiliate will receive flat 10% commission of the Subaffiliate earnings.	

*Qualified FTDs within the BASIC package are eligible for a maximum CPA of \$300 and do not count towards the monthly number of FTDs needed to move between PREMIUM package (e.g. from First to Subsequent).

*Example 1: Affiliate 1 introduces 10 clients with deposits ranging from \$500+ and 15 clients with deposits below \$500.

As the 15 clients within the Basic Package do not count towards the number of monthly Qualified FTDs, the affiliate will remain within the First level and not move to the Next level.

The monthly CPA payment will be calculated based on the packages/levels described above.

*Example 2: Affiliate 2 achieved 30 qualified FTDs during a calendar month.

The payment will be as follows: $(20 \times \$400) + (10 \times \$500) = \$13,000$

*Example 3: Affiliate 3 achieved 100 qualified FTDs during a calendar month.

The payment will be as follows: $(20 \times \$400) + (30 \times \$500) + (50 \times \$700) = \$58,000$

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RISK WARNING

CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage.

72.6% of retail investor accounts lose money when trading CFDs with this provider.

You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.