

## Affiliate Partnership Terms & Conditions

### FXCC PROVIDES THE FOLLOWING:

1. **WHEREAS** the **Affiliate** is entitled to refer new clients to the **Company** subject to the terms and conditions of the present agreement; and
2. **WHEREAS** the **Company** is interested to acquire these new clients and is able to provide its services to them.
3. **Definitions and Interpretations:**

In this Affiliate Agreement, the following words shall have the corresponding meanings:

**Affiliate:** A prospective Affiliate or an Affiliate that has been attributed to the Affiliate pursuant to the Company's customary tracking protocols, including but not limited to, the use of the Company's unique Affiliate identification code, referring link, cookies or otherwise been accepted by the Company in its sole and absolute discretion and registered as an Affiliate.

**Agreement:** This Agreement made between FXCC and the Affiliate

**Client:** Any legal or natural person that has provided verifiable name, address and contact details, successfully opened an account - accepted by the Company at its sole discretion - and commenced trading with the Company.

**Commission:** fee paid to the Affiliate based on the trading volume of the Affiliate's clients according to Appendix 1.

**Fraud:** means an actual or attempted act by the Affiliate or any referred client which is (i) illegal in any applicable jurisdiction, (ii) made in bad faith, or (iii) intended to defraud us or any of the Sites and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes us or any of the Sites any damage or harm. Fraud shall include, without limitation, collusion; abuse of bonuses or other promotions; violation of money-laundering or other laws and regulations; Spamming; false, misleading or unauthorized advertising or representations; use of stolen credit cards; and unauthorized use of any intellectual property rights.

**Partners' Hub:** The area on the Company's website where the Affiliate can access information on his own account(s) and his client's accounts. All requests for all actions should be made in this Hub area for withdrawals, deposits etc. A more detailed guide will be issued to the Affiliate upon registration.

**Referred Client:** A client is deemed to be brought by an Affiliate if the Client opens a trading account with the Company using the Affiliate's special referring link / Tracker ID assigned to such Affiliate by the Company provided that: (i) such Client has been approved by the Company and has made a minimum real money deposit and trade volumes specified in Appendix 1 of this Agreement; (ii) such Client is not already registered with the Company under a different name or with a different identity; (iii) has complied with all applicable legal, administrative and regulatory requirements.

**Rebate Account:** A special account opened by The Company, this account can be used for crediting of Affiliate's commission, withdrawals of funds, and internal transfers only, without the capability to execute any trading activity.

**Round trip:** A single position that has been opened *and* closed

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. Appointment**

The **Company** appoints the **Affiliate** to refer clients to The **Company** and the **Affiliate** accepts such appointment on the terms of this Agreement.

**2. The Affiliate's Duties**

2.1 The **Affiliate** will refer clients to The **Company** in return for the Fees described in Appendix 1 of this Agreement.

2.2 The **Affiliate** shall have no authority to contract, or negotiate for or in the name of The **Company**, nor to bind it in any manner whatsoever with any party.

2.3 The **Affiliate** shall under no circumstances represent or neither warrant, nor attempt to show that there is any relationship or connection (other than as provided for in this Agreement) between the **Affiliate** and The **Company**. The **Affiliate** shall not use the name or logo of The **Company** or any of its subsidiary companies in its dealings with third parties without the prior written approval from The **Company**.

2.4 The **Affiliate** shall under no circumstances:

- i. Register or use the trademarks, service marks or domain names "FXCC", "FX Central Clearing", "FXcc", "FXCentralClearing", "Central Clearing" or combinations pertaining to, in any part of their domain or website name.
- ii. Register an organisation or use the name of an existing organisation if all or part of the name contains any variation of the words "FXCC", "FXcc", "FX Central Clearing", "FXCentralClearing" or "Central Clearing."

2.5 The **Affiliate** shall under no circumstances interfere with the business of The **Company** or act in any way detrimental to the interests of The **Company** or in any way jeopardize its interests.

2.6 During the execution of this Agreement, the **Affiliate** may receive Confidential and Personal information for the clients' activities. The **Affiliate** shall not disclose such information gathered without The **Company's** written consent.

2.7 The **Affiliate** shall regularly check The **Company's** website and be informed with the terms and conditions of trading or any other disclosures issued by The **Company**.

2.8 The **Affiliate** shall not issue, publish or distribute any promotion, advertisement, circular letter, research report or other sales literature utilizing or making reference to the name or facilities of The **Company** or any of its Affiliates without The **Company's** prior written consent.

2.8 The **Affiliate** shall not place links or banners on the sites that provide or link to information contradicting to general principals of morals and ethics

2.11 The **Affiliate** will be solely responsible for the operation and content of the **Affiliate's** Websites, including for ensuring that materials posted on the **Affiliate's** Websites are not, or, if notified by us in our discretion, otherwise unsuitable

2.10 The **Affiliate** has all appropriate facilities necessary to act as an **Affiliate** and promote the services and products in each jurisdiction in which the services and products of The **Company** are to be promoted and shall not delegate any of its functions, powers or duties hereunder without the prior written consent of The **Company**.

2.11 In the event that the **Affiliate** has or may have a conflict of interest with The **Company**, the **Affiliate** shall disclose such conflict to The **Company** and shall seek The **Company's** consent to the resolution of such conflict.

2.12 The **Affiliate** agrees that the **Company** has a right to disclose to the client the details of this arrangement, including, but not limited to, the details of the commissions and / or other information related to the remuneration received or paid by the **Affiliate**, as it is required under the applicable regulations.

2.13 The **Affiliate** agrees to provide the **Company** any of its supporting documents as requested by the **Company**. The **Affiliate** is aware that the **Company** has the right to delay payments if any of the **Affiliate's** supporting documents are not provided. Supporting documents may include any or all of the following: (i) for individuals: valid passport copy; valid driving license copy; a copy of a utility bill; a letter of reference from the **Affiliate's** bank; and a copy of a bank statement. (ii) For a company: supporting documentation may include a copy of the company's certification of incorporation; articles of association (or equivalent document); duly approved corporate resolution; a certificate of good standing; power of attorney; and information regarding the identity of the beneficiary owner of the company and the identity of the directors of the company

2.14 The **Company** has zero tolerance for inappropriate conduct and fraudulent activity. The **Affiliate** will not engage in, allow, assist, promote, encourage or benefit from, directly or indirectly, any act or traffic that involves Fraud. The **Affiliate** will act at all times to refrain from, immediately stop and not allow any act or traffic that involves Fraud or that the **Affiliate** believes or should reasonably believe to potentially involve Fraud, or any act or traffic that is suspected by the **Company** in its discretion to involve or potentially involve Fraud and informs the **Company** of such suspicion.

2.15 Sub-Affiliates: current **Affiliate** may in addition to its activities refers Sub-Affiliates for the **Company** with whom the current **Affiliate** will share their own commission revenue (trading fees) for the trading volume generated by referred Clients referred by the Sub-Affiliate. The Sub-Affiliate must enter into an agreement with the same terms as this Agreement. The current **Affiliate** shall provide the **Company** with all such information as required on the Sub-Affiliate for it to assess credentials and compliance with Anti-Money laundering requirements.

### 3. Duties of the Company

3.1 The **Company** can only accept clients and provide to them the Products or Services in accordance with and subject to the terms and conditions of The **Company's** practices and its own policy. Accordingly, The **Company** reserves the right to terminate any business relationships that contravene the above.

3.2 The **Company** may, but shall not be obliged to, accept clients referred by the **Affiliate**. If The **Company** declines to accept a proposed client, The **Company** shall not be obliged to give a reason. Specifically, The **Company** shall have full discretion and authority:

- (a) To terminate the relationship with any client referred by the **Affiliate** at any time without being obliged to give reasons or explanations whatsoever to the client(s) and / or to the **Affiliate**;

(b) To refuse to accept any new clients from the **Affiliate**;

3.3 The **Company** understands that clients referred by the **Affiliate** may conduct business through a variety of legal entities (including, without limitation Affiliates, parent companies or subsidiaries) and deems all such investors, investment entities, consultants, asset allocators and clients thereof referred Clients.

3.4 The **Company** shall provide the **Affiliate** with relevant copies of marketing materials, registration forms and other documents issued by or relating to the products or services offered from time to time by The **Company** and as the **Affiliate** shall reasonably request.

3.5 The **Company** will provide the **Affiliate** with remote online access to reports regarding client activity through the **Company's** Partners Hub portal. The **Company** will not be liable for the completeness or accuracy of any reports

3.6 The **Company** has the right to terminate the relationship between the Client and the **Affiliate** at the clients request and without the prior consent of the **Affiliate**. In such cases the **Affiliate** will be informed by email to the registered email address and commission will be cancelled from the date of the email.

3.7 The **Company** prohibits and actively prevents money laundering and any activity that facilitates money laundering or funding of terrorist or criminal activities. The **Company** will verify the **Affiliate's** identity through the information provided by the **Affiliate** and by obtaining information from public sources and data. The **Company** will make its best efforts to reasonably ensure that the **Company** knows the true identity of any of its **Affiliates**.

#### **4. Remuneration and payment**

4.1 The **Company** will pay the **Affiliate** remuneration in accordance with Appendix 1 of this Agreement.

4.2 It is agreed by both Parties that the payment by The **Company** to the **Affiliate** as described in Appendix 1, will be reviewed annually by both Parties. It is agreed and understood by both Parties that The **Company** will have the absolute right to change the payment described in Appendix 1 of the present Agreement, before the annual revision of such by the Parties. The **Company** shall not be obliged to provide any justification to the **Affiliate** for its decision to alter the remuneration rates.

4.3 The **Company** reserves the right to amend the remunerations and any fees charged or earned on a Referred Client's account as the case may be without any obligation of informing the **Affiliate** regarding this change. The **Affiliate's** remuneration rates will be increased or reduced accordingly.

4.4 The **Affiliate** understands and agrees that the **Company** reserves the right to cease commission payment, at its sole discretion, if the **Company** determines that the **Affiliate** is not adhering to the provision of this Agreement, or to the ethical business conduct and overall business performance that the **Company** expects of its **Affiliates**. Furthermore, The **Affiliates** understands that The **Company**, at its sole discretion, in case the **Affiliate** and/or its referred Clients use any dishonest or fraudulent styles / schemes or in case the **Company** believes at its sole discretion that a **Client** account has been involved in any fraud or suspicious activity, then the **Company** has the right to void the Agreement and cancel (partially or completely) the **Affiliate's** remuneration.

4.5 The **Affiliate** should not accept and keep any client's money in relation to the services offered by The **Company**.

4.6 The **Affiliate's** remuneration will be exclusively paid by The **Company** to the **Affiliate's** Rebate Account that will be solely used for receiving the remunerations agreed in Appendix 1.

4.7 The **Company** will calculate the amount of remuneration payable in accordance with Appendix 1. **Affiliate** will examine the amount promptly upon receipt and will promptly notify The **Company** of any errors therein. An amount shall be deemed correct and conclusive if The **Company** does not receive the **Affiliate's** written objection within five (5) days from the date of sending the amount to the **Affiliate**.

## 5. Representations and warranties

5.1 The **Affiliate** represents and warrants to The **Company** on the date this Agreement comes into effect and on an ongoing basis that:

(a) This Agreement and the obligations created under it are binding upon the **Affiliate** and enforceable against the **Affiliate** in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any law, regulation, order, charge or agreement by which the **Affiliate** is bound;

(b) No Event of Default or any event which may become (with the passage of time, the giving of notice, and the making of any determination or any combination of the above) and Event of Default (a "Potential Event of Default") has occurred and is continuing with respect to the **Affiliate**;

(c) All information which the **Affiliate** provides or has provided to The **Company** is true, accurate, complete and not misleading in any material respect.

(d) The **Affiliate** knows and understands the business activities of The **Company** and any restrictions on those activities that may be imposed by any regulatory authority to which The **Company** may be subject to at any given time, or by the applicable laws, rules and regulations of any of these jurisdictions.

## 6. Liability and Indemnity

6.1 Neither The **Company** nor its directors, officers, employees or agents shall be liable for any direct or indirect losses, damages, costs or expenses incurred or suffered by the **Affiliate** under this Agreement (including where The **Company** has declined to accept a proposed client). In no circumstances shall The **Company** have any liability for consequential or special damage.

6.2 The **Affiliate** indemnifies and holds The **Company** harmless from and against (i) any and all claims, demands, proceedings, suits and actions against The **Company**, and (ii) any and all losses, liabilities, damages, expenses and costs (including legal fees) suffered by The **Company**, resulting from or relating to (a) any breach by the **Affiliate** of the **Affiliate's** duties or obligations under this Agreement, (b) any inaccuracy or misrepresentation in, or breach of, any of the warranties, representations, covenants or agreements made by the **Affiliate** herein, (c) any claims, liabilities or demands of The **Company** in respect of any client arising out of or relating to any agreements between any such client and the **Affiliate** (including, without limitation, the **Affiliate's** failure to supervise or maintain properly any such client's account or to act in accordance with any such client's instructions), (d) any and all debts, liabilities, taxes and other obligations, and any and all claims, demands and charge-backs, of, against, or with respect to, the **Affiliate** or any of the business, whether accrued, absolute, contingent or otherwise, not expressly agreed to be assumed or undertaken by The **Company** herein, and (e) any debts, liabilities or obligations arising from the failure of the **Affiliate** to comply with Applicable Regulation.

6.3 The **Company** shall have the exclusive right to defend, settle or compromise any claim or demand instituted by

a client or other third party against The **Company**, or against The **Company** and the **Affiliate** arising out of or in respect of any client account or performance by the **Affiliate** of the **Affiliate's** duties hereunder. The **Affiliate** hereby waives any and all rights the **Affiliate** may have independently to defend, settle or compromise any such of the foregoing claims or demands and agrees to co-operate to the best of its ability with The **Company** with respect thereto, but The **Company** may, in its sole discretion, authorise and require the **Affiliate** to defend, settle or compromise any such claim or demand as it deems to be appropriate at the cost, expense and liability of the **Affiliate**.

## 7. Notices

7.1 Unless otherwise agreed, all notices, instructions, and other communications to be given by one party to the other under this Agreement, shall be given to the address and/or email address and to the attention of:

### The Company:

Physical Address: Amorosa Centre, 2nd floor, 2 Samou Street, 4043 Yermasoyia, Limassol, Cyprus

Email address: [partners@fxcc.com](mailto:partners@fxcc.com)

(a) Any notice, instruction or other communication by The **Company** to Affiliate shall be deemed to take effect, in the case of email, immediately.

(b) Any notice, instruction or other communication by The **Company** to Affiliate shall be conclusive unless written notice of objection is received by The **Company** within five (5) Business Days of the date on which such document was deemed to have been received.

### The Affiliate:

At its registered email address (the email provided and used during the registration process)

7.2 The **Affiliate** will notify The **Company** of any change of address – physical, web and email in accordance with this clause.

## 8. Confidentiality and Records

8.1 The parties will treat all information held about each other as strictly private and confidential even after termination of this Agreement. The parties will not disclose any information held about the other to third parties except to the extent required to do so by any Applicable Regulations.

8.2 The **Affiliate** agrees that The **Company** may hold and process any information The **Company** holds about the Affiliate and may use any of that information to monitor and analyze the trading relationship, to assess any remuneration payment and to enable The **Company** to carry out statistical and other analysis.

8.3 The **Company** may also disclose information The **Company** holds about the **Affiliate** to those who provide services to The **Company** or act as The **Company's** agents, to any person to whom The **Company** transfers or proposes to transfer any of its rights or duties under this Agreement and to organizations that help The **Company** and others make credit decisions and reduce the incidence of fraud, money laundering or other financial crime, or in the course of carrying out identity, fraud prevention or credit control checks.

8.4 The **Company** may record telephone conversations without use of a warning tone to ensure that any material information is promptly and accurately recorded. Such records will be The **Company's** sole property and accepted by

the **Affiliate** as evidence of the information given.

8.5 The **Company's** records, unless shown to be wrong, will be evidence of the **Affiliate's** dealings with The **Company**. The **Affiliate** will not object to the admission of The **Company** records as evidence in any legal proceedings claiming such records are not originals, are not in writing, or are documents produced by a computer. The **Affiliate** will not rely on The **Company** to comply with the **Affiliate's** record keeping obligations, although records may be made available to the **Affiliate** on request at The **Company's** absolute discretion.

## 9. Termination

9.1 This Agreement will terminate immediately if:

- (a) A party (or any Custodian acting on behalf of a Party) disaffirms, disclaims or repudiates any obligation under this Agreement;
- (b) Any representation or warranty made or given or deemed made or given by a Party under this Agreement proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given;
- (c) It is necessary or desirable for a Party's protection, or any action is taken or event occurs which a Party considers might have a material adverse effect upon a Party's ability to perform its obligations under this Agreement; or
- (d) Any event of default (however described) occurs under any other agreement (to which either party is party to) or any other event specified for these purposes occurs;

9.2 Notwithstanding the above, either party may terminate this Agreement by giving seven (7) days' written notice of termination to the other. The **Company** may terminate this Agreement immediately if the **Affiliate** fails to observe or perform any provision of this Agreement, or if the **Affiliate** becomes incapable of providing such services, or in the event of the **Affiliate's** insolvency.

9.3 The **Company** reserves the right to terminate the Agreement giving seven (7) days' notice to the **Affiliate**, if the **Affiliate** fails to comply with minimal number of referred clients (at least three clients which deposited their accounts) per each month.

9.4 Termination shall not affect the outstanding rights and obligations which shall continue to be governed by this Agreement until all obligations have been fully performed. The **Affiliate** shall deliver up to The **Company** all confidential information relating to The **Company** and any and all correspondence, documents and other papers which may be in the **Affiliate's** possession or under its control relating in any way to the business or affairs of The **Company**.

## 10. Force Majeure

The **Company** shall not be liable to the **Affiliate** for any partial or non-performance of its obligations hereunder by reason of any cause beyond its reasonable control, including without limitation any breakdown, malfunction or failure of transmission, communication or computer facilities, industrial action, acts and regulations of any governmental or supra national bodies or authorities or the failure of any relevant intermediate broker or agent or

principal of The **Company**, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

## **11. Amendment**

In the case of amendments required by Applicable Regulation, The **Company** may amend this Agreement by not less than ten (3) Business Days' written notice to the **Affiliate**, except where it is impracticable in the circumstances. Such amendment will become effective on the date specified in the notice. Any other amendment must be agreed in writing between the parties. Unless otherwise agreed, an amendment will not affect any legal rights or obligations which may already have arisen.

## **12. Severability**

12.1 If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

12.2 Notwithstanding the foregoing in the event of such deletion the parties shall negotiate in good faith in order to agree the terms of the mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

## **13. Waiver**

The rights and remedies provided under this Agreement are cumulative and not exclusive of those provided by law. The **Company** shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to the **Affiliate**. No failure by The **Company** to exercise or delay by The **Company** in exercising any of its rights under this Agreement or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy. No waiver shall be effective unless in writing and duly signed by the waiving party.

## **14. Assignment**

This Agreement shall be for the benefit of and binding upon the parties and their respective successors and assigns. Affiliate shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer its rights or obligations under this Agreement or any interest in this Agreement, without The Company's prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void.

## **15. Joint and severable liability**

If the **Affiliate** is a partnership, or otherwise comprises more than one person, the **Affiliate's** liability under this Agreement shall be joint and several. In the event of the death, bankruptcy, winding-up or dissolution of any one or more of such persons, then (but without prejudice to the above or our rights in respect of such person and his successors) the obligations and rights of all other such persons under this Agreement shall continue in full force and effect.



## Appendix 1

- All commissions payable shall be paid directly to the Rebate Account (opened by The Company upon signing the agreement) held exclusively in the name of the Affiliate.
- Commissions paid are available for withdrawal by the Affiliate at any time by request via FXCC online administration cabinet <https://reports.fxcc.com>, or can be transferred to the Affiliate's own trading account.
- The Affiliate shall be entitled to receive Commissions in accordance with the following:
  - **CPA (Cost per Activation):** An Affiliate default compensation plan where the Affiliate is paid according to the number of Active Clients the Affiliate refers to the Company and where such Clients open an Account with the Company after clicking on a Tracking URL used by the Affiliate.

### (i) FX CPA Structure

Below is the Company's default CPA deal structure for Clients who trade in CFDs and/or Forex which is based on the following deposit amounts and minimum traded volumes, *provided that the Client didn't make a withdraw prior to the CPA calculation date:*

First Time Deposit		CPA Rate In (\$)	Required Volume in (Lots) For Standard & Mini Accts	Required Volume in (Lots) For XL Accounts
From	To			
\$100	\$499	\$100*	6	20
\$500	+	\$250*	15	50

### (ii) Binary Options CPA Structure

Below is the Company's default CPA deal structure for Clients who trade in Binary Options which is based on the following deposit amounts and minimum number of real trades, *provided that the Client didn't make a withdraw prior to the CPA calculation date:*

First Time Deposit		CPA Rate In (\$)	Required Real Trades
From	To		
\$100	\$499.99	\$100*	15
\$500	+	\$250*	30

*\*CPA Commissions shall be calculated and due within fifteen (15) days after the end of the applicable month provided all the Affiliate account details provided are correct and the referred Client has meet the minimum requirements. Payment has to be made to the owner of the Affiliate account only. The Company shall issue a statement to the Affiliate by the 15th day of the applicable month.*