



# Affiliate Agreement

Central Clearing Ltd. (FXCC)

Law Partners House, Kumul Highway,  
Port Vila, Vanuatu

Tel: +44 203 150 0832, Fax: +44 203 150 1475, Email: [accounts@fxcc.net](mailto:accounts@fxcc.net)

[www.fxcc.com](http://www.fxcc.com)

Jul. 2019 - v1.2

## 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.

**Affiliate Partner Link:** is the unique link which is provided to the Affiliate by the Company and is used to identify Affiliate activities and introduced Clients.

**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.

**Company:** shall mean FXCC.

**CPA:** 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.

**Force Majeure Event:** shall have the meaning as set in point 10.

**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.

**Promotional Material:** means banners, logos, branded widgets and/or similar identifying material which is provided to the Affiliate in the marketing section of the Partners Hub <https://partners.fxcc.com/marketing/>

**Prospective Client:** shall mean any person, either an individual or a company that has been introduced to FXCC by the Affiliate.

**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.

**Remuneration:** shall have the meaning as described in section 4 herein and the payment applicable to this Agreement, stated and determined within Appendix 1.

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

#### **AFFILIATE PROGRAM ENROLMENT CONDITIONS:**

**1.1** For an Affiliate to enroll in the FXCC partners program, the Affiliate must complete and submit the online application form/questionnaire within the specific section of the Partners Website <http://www.fxccaffiliates.com/affiliates> and accept electronically the present Agreement.

**1.2** By accepting the Terms and Conditions of the Agreement, the Affiliate represents that he/she has the full right and authority to perform the obligations as specified within the Agreement and confirms that he/she is qualified under any applicable regulatory requirements to offer the services mentioned in the Agreement.

**1.3** Once the Affiliate registers and provides the required email address and creates a password, the Affiliate will be granted access to the Partners' hub, where he/she will be able to access the information regarding the Affiliate performance and Clients acquired.

**1.4** The Affiliate will be provided a unique link which he/she will either provide to the Clients directly or will place it within the respective website and will be used for tracking registration purposes of the Company.

**1.5** The Affiliate is requested to provide to FXCC sufficient proof of Identity and proof of address documentation.

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

**1. Appointment**

Provided that the Affiliate fulfils the affiliate program enrolment conditions, 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", "Central Clearing", "FXcc", "Central Clearing", "Central Clearing" or combinations pertaining to, in any part of their domain or website name.
- ii. Register an organization or use the name of an existing organization if all or part of the name contains any variation of the words "FXCC", "FXcc", "Central Clearing", "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 Promotional Material, 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.
- 2.9** 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.
- 2.10** 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.
- 2.11** The Affiliate meets all legal regulatory and legal requirements to act as an Affiliate and promote the services and products applicable 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** 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.
- 2.12** 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.
- 2.13** 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.
- 2.14** 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; registration to Regulatory bodies or/and any regulatory licenses. (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; registration to Regulatory bodies or/and any regulatory licenses..
- 2.15** 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.

**2.16** Sub-Affiliates: current Affiliate may in addition to its activities refer 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.

**2.17** The Affiliate acknowledges that he/she is aware and understands the Company's Compliance Anti Money Laundering Policies, which may be modified from time to time, and agrees to perform operations in accordance with the policies and procedures contained therein.

**2.18** The Affiliate hereby understands and acknowledges that he/she will not introduce to the Company prospective clients and/or traders from jurisdictions that FXCC does not offer services to USA. The Affiliate hereby understands and accepts that he/she will not be entitled for remuneration where Clients are introduced from the previously mentioned jurisdiction.

**2.20** The Affiliate hereby understands and confirms that he/she is not entitled to receive any type of remuneration which is linked to his/her own trading activity with FXCC.

### **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.

**3.8** The Company will request the partner to make available all the website URL(s)/online location(s) of where the FXCC name will be promoted or associated with the partner prior to the establishment of the relationship and record this in the Company's Record. The site will be monitored on frequent basis, at the Company's discretion.

#### **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.

**4.8** The Affiliate agrees and understands that eligibility to variable remuneration within Appendix 1 is subject to acting in the best interests of the Company's Clients and will not be awarded if was achieved with any means of incompliance with the relevant legislation and/or against the best interests of the Clients.

## **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 and the Affiliate warrants that shall abide with the said restrictions



## **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, authorize 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: Law Partners House, Kumul Highway, Porta Vila, Vanuatu.

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

- (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 or legal 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, as well as to the Company's Supervisor and/or any other Regulatory/Supervisory Bodies as required for compliance with its regulatory obligations as well as to any legal authorities to which the Company is required to disclose these information under the laws of its Jurisdiction.

**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.

**9.5** In the event that the Affiliate is inactive for sixty (60) working days during his partnership with FXCC where inactive will indicate that no clients have been introduced to FXCC for the given time period, the Company reserves the right to terminate the relationship between the Company and the Affiliate. Prior to the termination, the Affiliate will be given a thirty (30) days' notice and if no action has been taken to improve the performance, termination will be of immediate effect. In such cases the Affiliate will be informed by email to the registered email address and rebates will be cancelled from the date of the email.

## **10. Proprietary Rights**

**10.1** During the duration of this Agreement, FXCC grants to the Affiliate, a non-transferable and nonexclusive, revocable right to access FXCC Partners hub through the link provided upon registration.

This grant will be used solely in connection to the link and it will extend entirely to Promotional Material for the sole purpose of introducing Clients and promoting FXCC Products and Services.

**10.2** FXCC reserves all the rights in the materials offered and all of its proprietary rights.

**10.3** It is understood that the Affiliate will not change and/or modify the Promotional Materials or any other materials provided by FXCC whatsoever.

**10.4** In case of any unsuitable use of the link provided, banners and/or other Promotional Materials that were not specifically approved in writing or provided by FXCC may lead to immediate termination of the Agreement.

**10.5** In the event of termination, the Affiliate is obliged to deliver to FXCC any proprietary and/or Promotional Material. Affiliate agrees to immediately remove all proprietary and materials from Affiliate's website(s) upon termination

## **11. 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.

## **12. Amendment**

In the case of amendments required by Applicable Regulation, The Company may amend this Agreement by not less than ten (10) 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.

## **13. Severability**

**13.1** 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.

**13.2** 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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

### FXCC 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 withdrawal prior to the CPA calculation date:

#### CPA Structure for Standard ECN Account

First Time Deposit	CPA Rate (in USD)	Required Volume (in Lots)
\$10,000-\$25,000	\$100	50
\$25,001-\$50,000	\$150	100
\$50,001-\$75,000	\$250	150
\$75,001-\$100,000	\$350	200

#### CPA Structure for XL ECN Account

First Time Deposit	CPA Rate (in USD)	Required Volume (in Lots)
\$100-\$1,000	\$100	40
\$1,001-\$3,000	\$150	60
\$3,001-\$5,000	\$250	100
\$5,001-\$10,000	\$350	150

#### CPA Structure for Advanced ECN Account

First Time Deposit	CPA Rate (in USD)	Required Volume (in Lots)
\$100,000+	\$500	300

\*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.