

AGREEMENT

Forex Net Affiliate Ltd Program

Agreement

This agreement contains all the terms and conditions pertaining to the Forex Net Affiliate Ltd Affiliate Program.

Before submitting the application form or linking to the Forex Net Affiliate Ltd Affiliate Program, please read this document in its entirety.

By submitting the application form or linking to the Forex Net Affiliate Ltd Affiliate Program website you are deemed to have agreed to be bound to the terms and conditions set out in this agreement.

THIS AFFILIATE AGREEMENT is made between

Forex Net Affiliate Ltd ("FNA")

Registered Address: First floor BDO House, Lini Highway, Port Vila, Vanuatu.

and

the entity registered to be an affiliate on the Affiliate Registration page at Forex-Netaffiliate.com

("AFFILIATE")

THIS AGREEMENT WITNESSES

1. Agreed terms and conditions

1. The Agreement governs all the terms and conditions pursuant to which the AFFILIATE shall promote and market the Forex Capital Trading Ltd ("ForexCT") Platform.

2. DEFINITIONS and INTERPRETATIONS

In this Agreement, unless the context requires otherwise

Acquisition means a monetary transaction made by a Lead which opens a real trading account, deposits money and creates transactions or trades on the Platform.

Affiliate means a Prospective Affiliate or an Affiliate that has

- (a) been attributed to AFFILIATE pursuant to FNA's customary tracking protocols, including but not limited to, the use of FNA unique Affiliate identification code, cookies or otherwise,
- (b) been accepted by FNA in its sole and absolute discretion,
- (c) registered as an AFFILIATE on the Registration Page and thereafter.

Agreement and Affiliate Agreement mean this agreement made between FNA and the entity registered to be an AFFILIATE.

Branding means any marketing and/or promotional materials relating to FNA and/or FNA Forex brands that are promoted by FNA and FNA Related Entities as FNA deems necessary or appropriate.

Confidential Information means and includes but not be limited to, any and all information associated with the other Party's business and not publicly known, including, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs, and other unpublished financial information, business plans and marketing data, is confidential and proprietary information, whether or not marked as confidential or proprietary.

Fees and Affiliate Fees mean the Fees as set out in Schedule 1 of this agreement.

ForexCT Trading Platform or Platform means the software platform downloadable and/or non downloadable platform from the ForexCT website and any associated websites.

Lead means any unique user that has downloaded and registered for a demonstration or real account to the ForexCT Trading Platform introduced by an AFFILIATE that has actively promoted the Platform via the website and the unique user shall only be recognized for one account per user and/or one account per household.

Malware and Spyware means the use of pop-up banners that hide banners that are displayed on a website, the placement of icons beside keywords found in text that if clicked will take the visitor to another website, and other similar practices.

Names and Trademarks and Marks means any names and/or trademarks or any other protected marks associated with ForexCT Trading Platform.

Opt-in List means an "opt-in" e-mail address is a list of emails where the individuals on the list have expressly elected to receive e-mails from ForexCT .

Prospective Affiliates means any other marketing organizations and/or website owners and/or operators that may be Potential Affiliates of FNA .

Related Entity and Related Entities means any entity that, directly or indirectly, controls, is controlled by, or is under common control with, FNA; where "control" means the possession, directly or

indirectly, of the power to direct or cause the direction of the management policies of another, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

Territory means any area, location, territory or jurisdiction as defined by FNA from time to time and subject to the terms of use of the ForexCT Platform. The definition of Territory under this agreement will not include the following countries – USA, North Korea, Iran, Cuba, Burma (Myanmar) and Nigeria.

Websites means any ForexCT Trading Platform on websites that are managed by an AFFILIATE that currently have or will have a marketing arrangement with FNA.

2. AFFILIATE'S RESPONSIBILITIES

2.1 Activities.

The AFFILIATE agrees as follows:

1. The AFFILIATE shall use its best endeavours and efforts to
 - (a) promote and market the Websites, and
 - (b) identify prospective Leads for FNA.
2. The AFFILIATE will not and must not engage in any marketing or promotional activity related to ForexCT in any area, location, territory or jurisdiction outside of the Territory as defined by FNA from time to time.
3. The AFFILIATE will not and must not promote or market any other internet entity other than the ForexCTPlatform by means of the Websites.
4. The AFFILIATE will bear all costs and expenses for its activities unless as otherwise determined by FNA at its sole discretion.

2.2 Branding.

1. All Branding will be provided by FNA only and is provided on an "**as is**" basis and **without any warranty whatsoever**.
2. FNA will provide AFFILIATE with copies of or access to Branding which will be accessible from FNA's website.

2.3 Use of Branding.

1. AFFILIATE may display Branding on the Websites solely for the purpose of marketing and promoting ForexCT and forex brands promoted by FNA and by FNA Related Entities during the term of this Agreement, or until such earlier time as FNA may, upon reasonable prior notice, instruct AFFILIATE to cease displaying Branding.
2. AFFILIATE may not alter, amend, adapt or translate Branding without FNA's prior written consent.
3. Nothing contained in any Branding shall in any way be deemed a representation or warranty of FNA or any FNA Related Entity.

2.4 E-Mail Internet Marketing.

1. AFFILIATE will not and must not engage in any e-mail marketing or promotion with respect to FNA, any FNA Related Entity except as expressly set forth in this Agreement.
2. In the event that AFFILIATE has an Opt In List, AFFILIATE may make a written request to FNA to send e-mails regarding the offering of FNA and FNA Related Entities to the individuals on the Opt-in List. In the event FNA approves such request, AFFILIATE shall comply with all applicable laws, rules, regulations and directives, including but not limited to those relating to e-mail marketing and "spamming".
3. Without limiting the generality of the foregoing, AFFILIATE shall
 - (a) not send any e-mail regarding FNA and/or FNA Related Entities to any individual or entity that has not requested such information
 - (b) always include "unsubscribe" information at the top and bottom of any e-mail regarding FNA, FNA Related Entities and/or the ForexCT platform.

2.5 Unauthorized & Prohibited Marketing Activities.

AFFILIATE must not otherwise

- (a) engage in any fax, broadcast or telemarketing and any other offline marketing methods with respect to FNA, FNA Related Entities and/or the FNA Platform,
- (b) use Malware and/or Spyware techniques or use any other aggressive advertising or marketing methods in any of its dealings relating to FNA, FNA Related Entities and/or to the ForexCT Trading Platform,
- (c) make any false, misleading or disparaging representations or statements with respect to Forex net affiliate, FNA Related Entities or the ForexCT Trading platform or
- (d) engage in any other practices which may affect adversely the credibility or reputation of FNA, FNA Related Entities or the ForexCT Trading platform, including but not limited to, using any Website in any manner, or having any content on any Website, that

- (i) promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities or
- (ii) violates any intellectual property or other proprietary rights of any third party.

2.6 Compliance with Laws.

In addition to, and without limiting the provisions of this Agreement, AFFILIATE shall perform its obligations hereunder in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules and regulations.

2.7 Affiliate Duty to Inform.

AFFILIATE shall promptly inform FNA of any information known to AFFILIATE related to any Leads, Prospective Affiliates that could reasonably lead to a claim, demand or liability of or against FNA and/or the FNA Related Entities by any third party.

3. FEES & PAYMENTS.

- 3.1 AFFILIATE shall be entitled to receive the Fees as set out in Schedule 1 hereto which are due on the fifteenth day of each month for the previous calendar month.
- 3.2 All Fees payments are subject to considerations of risk analysis and Anti-Money Laundering procedures. FNA reserves the right to demand and receive information about any Lead and to assess the competency of such Lead for payments.
- 3.3 FNA reserves the right to modify the Fee structure and/or the payment terms at any time upon reasonable advance notice to AFFILIATE.
- 3.4 For avoidance of doubt, AFFILIATE will not be entitled to Fees in the following circumstances:
 - 1. Revenues generated from traders that have been solicited outside of the Territory.
 - 2. Revenues that have been generated from trading accounts that FNA has a reason to believe are owned and/or managed by AFFILIATE without explicit written approval of FNA.
 - 3. Where FNA has reason to believe that AFFILIATE business practice is contrary to or abuses FNA Affiliate program.

4. SECOND TIER AFFILIATE PROGRAM.

This Section 4 shall apply where AFFILIATE has been accepted in FNA's "Second Tier Affiliate Program."

Prospective Affiliates.

AFFILIATE may in addition to its activities described in Section 2.1 above identify Prospective Affiliates for FNA subject to the terms and conditions herein.

In the event that a Prospective Affiliate becomes an AFFILIATE as a result of introduction by a current AFFILIATE, the Prospective Affiliate must enter into an agreement with the same terms as this Agreement.

FNA Affiliate shall provide FNA with all such information as required on the Prospective Affiliate for it to assess credentials and compliance with Anti-Money laundering requirements.

AFFILIATE shall in relation to the Prospective Affiliate be entitled to receive the Fees as set out in Schedule 1 to this agreement.

5. TERMINATION.

5.1. Termination.

FNA may at any time, with or without cause, terminate this Agreement effective immediately upon notice being given to AFFILIATE.

Upon termination of this Agreement:

- (a) each Party shall return to the other Party all property of the other Party in its possession or control (including all Branding and Confidential Information),
- (b) AFFILIATE shall immediately cease displaying any Branding on any Website or otherwise, and
- (c) all rights granted to AFFILIATE hereunder will immediately cease, provided that if AFFILIATE has elected to be compensated on a "Revenue-Sharing" basis as described in Schedule 1) with respect to the Fees and/or the Affiliate Fees, as applicable, AFFILIATE shall be entitled to receive any such Fees and/or Affiliate Fees as may become due and owing to AFFILIATE pursuant to terms and conditions of this Agreement during the three (3) month period immediately following the date of termination of this Agreement.

5.2 Survival.

The provisions of Sections 5, 6,7,8,9,10 and 11 shall continue with full force and effect and survive the termination or expiration of this Agreement.

6. PROPRIETARY RIGHTS.

6.1. Proprietary Rights of FNA.

1. All Branding, demographic and other information relating to Leads, Prospective Affiliates and Affiliates, Platforms and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites and any additional intellectual or other property used by or on behalf of FNA or otherwise related to the ForexCT Trading Platform, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, "**FNA Property**") is, shall be and remains the sole and exclusive property of FNA.

2. To the extent that ownership of any FNA Property does not automatically vest in FNA by virtue of this Agreement, or otherwise, AFFILIATE hereby transfers and assigns to FNA, upon the creation thereof all rights, title and interest AFFILIATE may have in and to such FNA Property, including the right to sue and recover for past, present and future violations thereof.

6.2. Forex Marks.

1. During the term of this Agreement, FNA hereby grants to AFFILIATE a limited, revocable, non-exclusive and non-transferable license to display the Forex Marks, solely as necessary to perform AFFILIATE obligations under this Agreement.

2. AFFILIATE acknowledges and agrees that:
 - (a) it will use the Forex Marks only as permitted hereunder;
 - (b) it will use the Forex Marks in a lawful manner and in strict compliance with all formats, guidelines, standards and other requirements prescribed by FNA;
 - (c) the Forex Marks are and remain the sole property of FNA;
 - (d) nothing in this Agreement shall confer in AFFILIATE any right of ownership in the Forex Marks and all use thereof by AFFILIATE shall enure to the benefit of FNA, and
 - (e) AFFILIATE shall not, now or in the future, contest the validity of any Forex Mark or use any term or mark confusingly similar to any Forex Mark.

7. CONFIDENTIALITY.

Each Party agrees

1. to use the other Party's Confidential Information solely as necessary for performing its obligations hereunder.
2. it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than
 - (a) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations hereunder, who each shall treat such Confidential Information as provided herein; or
 - (b) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement. Confidential Information shall not include any information which is:
 - (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information;
 - (ii) is independently developed by the non-disclosing Party without breaching any provisions of this Agreement; or
 - (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of this Agreement.

8. DISCLAIMER OF WARRANTY.

1. *FNA makes no warranties whatsoever and expressly disclaims all warranties whether express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.*
2. *Without limiting the foregoing FNA further disclaims all representations and warranties, express or implied that the Platforms do not infringe or otherwise violate any intellectual property or other proprietary right of any third party in any jurisdiction, including, but not limited to, the Territory.*
3. *AFFILIATE acknowledges and agrees that the Platforms may not satisfy all of the Leads' requirements and may not be uninterrupted or error-free.*

9. LIMITATION OF LIABILITY AND INDEMNIFICATION.

9.1. Limitation of Liability.

1. *FNA shall have no liability with respect to the Platforms or its obligations under this agreement or otherwise for any indirect, consequential, exemplary, special, incidental or punitive damages even if FNA has been advised of the possibility of such damages.*
2. *In any event, FNA's liability to AFFILIATE under this agreement for any reason will be limited to the amounts paid to AFFILIATE by FNA during the six (6) month period immediately preceding the event giving rise to the claim for damages.*
3. *This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts.*

9.2. Indemnification.

9.2.1 AFFILIATE Indemnification.

AFFILIATE indemnifies, defends and hold harmless FNA and any FNA Related Entities and the directors, officers, employees, subcontractors and agents thereof (collectively, the "**Indemnified Party**"), with respect to any claim, demand, cause of action, debt or liability, including reasonable legal fees, to the extent that such action is based upon or arises out of:

- (a) AFFILIATE's breach of any representation, warranty, obligation or covenant under this Agreement;
- (b) AFFILIATE's gross negligence or willful misconduct; or
- (c) any warranty, condition, representation, indemnity or guarantee relating to FNA and FNA Related Entities granted by AFFILIATE to any Lead, Prospective Affiliate or other third party.

9.2.1 Notice of Indemnification.

In claiming any indemnification hereunder, the Indemnified Party shall promptly provide AFFILIATE with written notice of any claim which the Indemnified Party believes falls within the scope of the foregoing paragraphs.

The Indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that AFFILIATE shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party's written consent, which shall not be unreasonably withheld.

10. NON-EXCLUSIVE REMEDIES.

In the event

- (a) AFFILIATE markets or promotes ForexCT and/or any ForexCT Related Entity that promotes the ForexCT platform to any person or entity outside of the Territory or

- (b) of any breach or threatened breach of any provision of Sections 2, 5 and / or 6 above, in addition to all other rights and remedies available to FNA under this Agreement and under applicable law, FNA shall have the right to
- (i) immediately enjoin all such activity, without the necessity of showing damages or posting bond or other security,
 - (ii) immediately terminate this Agreement and AFFILIATE's engagement hereunder,
 - (iii) receive a prompt refund of all amounts paid to AFFILIATE hereunder and
 - (iv) be indemnified for any losses, damages or liability incurred by FNA in connection with such violation, in accordance with the provisions of Section 8 above.

11. GENERAL PROVISIONS.

11.1. Force Majeure.

If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated hereunder and/or the failure or refusal of a government agency to issue a license required for any performance pursuant to this Agreement), labor disputes, Act of G-d or any cause beyond the reasonable control of that Party, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.

11.2. Independent Contractors.

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

11.3. Notice.

Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes

- (a) on the delivery date if delivered personally or by e-mail to the Party to which the same is directed;
- (b) two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or
- (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the respective addresses of the Parties as set forth on the Registration Page.

11.4. No Waiver.

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.

11.5. Entire Agreement.

This Agreement, including all Exhibits hereto, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein. Neither Party shall be bound by, and each Party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered by the other Party in any correspondence or other document, unless the Party to be bound thereby specifically agrees to such provision in writing.

11.6. Amendments and Modifications.

No amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both Parties.

11.7. Assignment.

All the terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Parties to this Agreement and to their respective heirs, successors, assigns

and legal representatives. AFFILIATE shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, to any third party without FNA's prior written consent, to be given or withheld in FNA's sole discretion.

11.8. Applicable Laws

This Agreement is governed by the laws of the Republic of Vanuatu, and the parties submit to the exclusive jurisdiction of the courts of Victoria, Australia, in respect of all matters relating to this Agreement.

12 Acknowledgement and Agreement

The Parties hereby acknowledge and agree that with respect to the Fees and/or the Affiliate Fees, AFFILIATE can elect to be compensated on either the "**Flat Fee**" basis or the "**Revenue Sharing**" basis, as set out in schedule hereto. In the event AFFILIATE elects to be compensated on a "**Revenue Sharing**" basis with respect to either the Fees and/or the Affiliate Fees, the possibility exists that the fees earned by AFFILIATE may be "negative" to the extent that the applicable Lead and/or Affiliate's trading activities result in negative earnings. Any such "negative fees" shall be applied against any Fees and/or Affiliate Fees earned by AFFILIATE in future months until such "negative fees" have been fully applied.

By marking the "I accept" checkbox, AFFILIATE hereby fully agrees with all terms and provisions.

Schedule 1

AFFILIATE Commercial Terms

A First Tier Commission Plan

All Fees payable to AFFILIATE will be calculated according to one of the following commercial plans:

The "Revenue Share" plan

Under the Revenue Sharing plan, the AFFILIATE shall be entitled to receive Revenue Share based on the following Formula:

Formula: Revenue Share rate x (Forex Capital Trading Spread Revenues – Bonuses/Compensation – Chargebacks and other fraud cost).

Forex Capital Trading Spread Revenues are defined as the revenue generated to Forex Capital Trading from the PIP spread that is profited by Forex Capital Trading.

For the purpose of this agreement Revenue Share rate will be equal to **15%**.

Cost Per Action ("CPA")

Under the Cost Per Action plan, the AFFILIATE shall be entitled to receive the amount up to \$200 for any unique user that has deposited for the first time at the ForexCT Trading Platform and has been introduced by an AFFILIATE that actively promoted the Platform via the Websites.

FNA may elect, upon its own discretion, to move Affiliates between Revenue Sharing plan and CPA plan.

B Second Tier Commission Plan

The Second Tier Commission plan enables an AFFILIATE to receive payments for any sub affiliates that it introduces to ForexCT. A Sub Affiliate shall be entitled to receive payments according to our affiliate program subject to all the terms and conditions hereto.

AFFILIATE shall be entitled to receive additional sum calculated at 20% of AFFILIATE Revenue Share rate or 20% Cost Per Action plan according to the commission plan that is assigned to the AFFILIATE.