

Broker Terms & Conditions

THIS Broker Terms & Conditions ("**Agreement**") is entered into as of, _____ ("**Effective Date**"), by and between, Trafficasa (hereinafter "**Trafficasa**"), and _____ Ltd., (Company No. _____), a company incorporated under the laws of _____ (hereinafter "**Customer**"), said parties sometimes jointly hereinafter referred to as the ("**Parties**").

WHEREAS, Trafficasa is in the business of, inter alia, recruiting potential clients for its Customers ("**Leads**"), including but not limited to, brokers.

WHEREAS, Customer is a brokerage firm wishing to engage with Trafficasa in order to expand the commercial Customer base for the Customer's services; and

WHEREAS, The Customer and Trafficasa have agreed to the terms of this Agreement by reference herein.

NOW, THEREFORE, as and for a good and adequate consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to be legally bound as follows:

1. Definitions.

1. "**Cost per Action**" or "**CPA**" cost per action or acquisition (i.e., acquisition by End User, defined herein, of the Customer's service) based on End User's first time deposit with Customer.
2. "**Cost per Lead**" or "**CPL**" describes a CPA pricing method that pays a fixed fee for the acquisition of a new lead, such as a filled-out form or an opt-in email address.
3. "**Customer Website**" means the website and/or landing pages owned or operated by Customer.
4. "**End User**" means any person recruited to the Customer commercial Customer base through Trafficasa efforts. For avoidance of doubt, Trafficasa reserves the right to direct any and all End users to other brokers. All End users are not exclusive and might get other offers from Trafficasa network and its partners according to their sole discretion.
5. "**Gross Revenue**" means the total revenue received by Customer in connection to the services provided by Trafficasa under this Agreement.
6. "**Third Party Providers**" means Trafficasa's affiliated group of third party providers web sites, email marketers and other third parties which may promote and/or market Customer's service on behalf of Trafficasa.
7. "**Rev-share**" means the amounts Trafficasa is entitled to receive followed the agreed rate of _____ out of the Gross Revenue as defined above.
1. "**Unit**" means an End User's completion of the act, as defined between the Customer and Trafficasa, e.g., CPA or CPL.

2. The Service.

Trafficasa shall provide website traffic of Leads, directed to the Customer's Website, through Third Party Providers, for the purpose of recruiting new potential clients to the Customer.

3. License to Present Services.

Subject to the terms and conditions of this Agreement, Customer grants to Trafficasa a non-exclusive, revocable, non-transferable license, for the term of this Agreement, to market and promote the Customer's service to Leads.

4. Customer Obligations

4.1. The Customer agrees to perform its obligations in a timely, careful, efficient and competent manner in accordance with the Terms of this Agreement.

4.2. The Customer will:

- give priority to the Trafficasa's requirements over and above the Customer's other Business Commitments (if any);
- comply with such directions as Trafficasa may give it in respect of the performance of the Services;
- work co-operatively with Trafficasa's Management Staff and other Employees;
- Not do anything to prejudice the good name of Trafficasa in its dealings with third Parties.
- Comply with and act in accordance to Trafficasa Terms and Conditions, (hereinafter "T&C") and all other Policies and Procedures of Trafficasa.
- Comply with all the applicable Laws, Regulations and Approvals and will conduct its Business in professional manner in accordance with the Standards of the Industry.
- Ensure that there is no Contractual and/or any other hindrance to it, entering into this Agreement and it has all the Legal qualifications to enter into this Agreement and it fits judicially and authorized to sign obligating Agreements.
- carry all responsibility due to any judgment, and/or Agreement, and/or payment routine, and/or receipts to those employed by it in the process of implementation of this Agreement, and will ensure that it is carrying on its Business as an Independent Contractor and not as an Agent or Employee of Trafficasa.
- notify the Firm in writing, immediately upon obtaining knowledge of any Complaint or pending or threatened action or proceeding by any Party in respect of any alleged errors, corrections or other matters relating to any Party, Transaction or Account with Trafficasa.
- not use the name of Trafficasa in any promotional materials or otherwise, without obtaining the prior written approval of Trafficasa relating to the general type of such promotional materials and not to distribute any such promotional materials in any manner or forum which may be offensive or which may cause hard to the Trafficasa, including any website that: promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities; or Violates any intellectual property or other proprietary Rights of any Third Party.
- not knowingly do or commit (or permit to be done or committed) any act, matter or thing that he knows or ought reasonably to know is likely to cause Trafficasa be in breach of any of the provisions of Trafficasa Terms and Conditions or applicable Laws or Regulations.
- not make any representation or warranty concerning Trafficasa except as authorized by Trafficasa.
- at all times act in Good Faith for and towards Trafficasa.
- Respond within 1 hour of receiving any request for a feedback or any cooperation via mail or Skype.

4.3. The Customer obligates and agrees to work solely according to the following Work Flow and in the order set out below (the "**Work Flow**"):

1. New Leads must be contacted by a phone call no later than 10 minutes after first receiving them.
2. No Answer? - An Email must be sent to the Client.

3. Any Lead must be contacted by a Phone Call at least 3 times per day according to the Client's GEO. The Customer will be required to provide proof for such phone calls.
4. When a Self Deposit accrues and the Customer contacted the Client in any way, the FTD shall count as an FTD to be paid to Trafficasa.

5. **Auditing, Tracking and Payment.**

1. In consideration for the Services provided by Trafficasa, Customer will pay Trafficasa fees calculated according to the agreed Pricing Model CPA/ CPL/ Rev-share (the "**Payment**").
3. To dispel any doubt, CPA Pricing model is based on End User's first time deposit with Customer. For the purposes of this definition, a "deposit" includes any first time deposit with Customer even if the End User did not proceed to initiate trading or if the deposit was later charged back or found to be fraudulent or otherwise did not provide a return on the investment funds.
4. Trafficasa will maintain commercially reasonable records of Units delivered during the term of the Agreement and for six months following termination of the Agreement.
5. In the event that Customer received any payment from the End User via Wire Transfer or any other payment method which is not immediate such as but not limited to credit cards, PayPal or bitcoin, the Customer shall be required to send a list contain End Users' Emails and proof of payment for each End User, at the end of each working day.
6. Trafficasa will not provide any traffic before the Payment arrived and confirmed by Trafficasa's Bank.
7. In the event that Trafficasa has not received payment in full within three days of sending the Customer a notification for payment, Customer will pay Trafficasa an additional 1.5% of the outstanding balance per week, until the outstanding balance is paid in full.
8. In the event that Trafficasa must incur expenses related to collection of any outstanding balance and/or late fees, Customer will immediately pay Trafficasa's reasonable expenses associated with said collection, including, without limitation, reasonable attorneys' and collection agency's fees.
9. In the event that Customer fails to pay the full amount of an invoice, Trafficasa, at its sole discretion, may suspend its Services until such time as full payment of all outstanding debts is received or, at its sole discretion, terminate this Agreement without notice to the Customer. Customer acknowledges and agrees that it will have no claims against Trafficasa regarding any damages or losses of profit which may result from such action in this regard.

6. **Dispute and refunds**

1. Trafficasa reserves the right to invalidate any request for dispute in case the Customer did not follow the Work Flow as determined in clause 4.3 above in related with the specific Lead in dispute.
2. In any case of refund the Customer will be obligate to pay an integration fee in the amount of 1000\$ (US Dollar).
3. In the event of refund or dispute the Customer must send to Trafficasa support team, no later than 12 hours commencing time of dispute, all documents required by Trafficasa including but not limited to an excel file contain list of clients' Emails, description of the Claims and Call recording of needed. If all necessary documents as required by Trafficasa support team shall not be provided in time or be provided partially, the dispute shall be considered invalid.
4. In case Trafficasa determine that the dispute is justified, Trafficasa will manage the case with the Traffic Provider and update the Customer accordingly via email or Skype. If a refund is set by the Traffic Provider at the end of the dispute, Trafficasa shall transfer the amount to the Customer with no delay. Trafficasa shall not be, in any way obligated to pay any amount to Customer in case no refund is set by the Traffic Provider in relation with the dispute.

7. **Term, Termination**

- 7.1 This Agreement will be effective from the Effective Date and will continue until terminated as set forth herein.
- 7.2 Either party may terminate this Agreement upon seven (7) business day's prior written notice. Such termination shall not relieve the Customer of its obligation to pay any amounts otherwise due and payable to Trafficasa through the effective date of termination. Moreover, Customer's termination pursuant to this section is subject to section 7.3 herein.
- 7.3 Any Leads generated after the termination of this Agreement, will be billed accordingly.
- 7.4 The foregoing notwithstanding, Trafficasa reserves the right to terminate this Agreement immediately, in its sole and absolute discretion, where Customer violates the payment terms set forth herein.

8. **Representations And Warranties/Non-Solicitation**

1. Customer represents, warrants, and agrees that the party signing on its behalf has the full corporate right, power, and authority to enter into this Agreement and agrees to indemnify Trafficasa for and hold Trafficasa and its employees, harmless from any damage resulting from breach of this warranty.
2. During the Term of this Agreement and for six months thereafter, Customer will not knowingly solicit any Third Party Provider or entity that is otherwise affiliated with Trafficasa. In the event that Customer directly contracts with such Third Party Provider or affiliate or in any other way violates this Agreement, then Customer will pay Trafficasa an additional commission equal to what the Trafficasa would otherwise have earned had Customer not violated this section. If the Customer has an existing relationship with any affiliate or Third Party Provider, the burden is on the Customer to provide Trafficasa, before entering into this Agreement, with proof by clear and convincing evidence of said relationship.
3. THE SERVICES PROVIDED BY TRAFFICASA HEREIN, THEIR USE, AND THE RESULTS OF SUCH SERVICES, ARE ALL PROVIDED "AS IS". TRAFFICASA MAKES AND HAS MADE NO WARRANTIES, EXPRESS OR IMPLIED, AND PROVIDES AND HAS PROVIDED NO GUARANTIES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE, TO CUSTOMER, EXCEPT AS EXPRESSLY SET FORTH HEREIN. TRAFFICASA EXPRESSLY DISCLAIMS ANY WARRANTY WHICH MIGHT OTHERWISE BE IMPLIED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT.
4. UNDER NO CIRCUMSTANCES WILL TRAFFICASA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF TRAFFICASA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR WHERE SUCH DAMAGES ARE OTHERWISE FORESEEABLE) ARISING FROM ANY BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST PROFITS OR LOST BUSINESS, COSTS OF DELAY, OR LIABILITY TO THIRD PARTIES, ARISING FROM ANY SOURCE.

5. UNDER NO CIRCUMSTANCES WILL TRAFFICASA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF TRAFFICASA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR WHERE SUCH DAMAGES ARE OTHERWISE FORESEEABLE) ARISING FROM ANY LEADS AND/OR END USERS THAT TRAFFICASA REFERS TO CUSTOMER, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY CHARGEBACKS, FRAUD, LOSS OF PROFITS, CLAIMS OR LEGAL EXPENSES ARISING FROM ANY LEAD.
 6. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT LIABILITY OF THE TRAFFICASA TO CUSTOMER FOR ANY CLAIMED BREACH OF THIS AGREEMENT WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO TRAFFICASA DURING THE PRECEDING 3 MONTH PERIOD UNDER THIS AGREEMENT. THIS SAME LIMITATION WILL ALSO APPLY TO ANY OTHER CLAIM BY CUSTOMER AGAINST TRAFFICASA ARISING FROM ANY ASPECT OF THIS AGREEMENT, OR ANY CLAIMED ACT OR OMISSION OF TRAFFICASA HEREUNDER.
 4. TRAFFICASA WILL IN NO EVENT BE LIABLE OR RESPONSIBLE FOR ANY ACT, BREACH, OR OMISSION, OF ANY NATURE WHATSOEVER, OF THE THIRD PARTY PROVIDERS WHO TRAFFICASA MAY UTILIZE AND PROVIDE THE SERVICES. NO ACTION, SUIT, OR PROCEEDING WILL BE BROUGHT BY CUSTOMER OR ANYONE ACTING ON CUSTOMER'S BEHALF OR AS AN ASSIGNEE TO CUSTOMER, AGAINST TRAFFICASA, FILED MORE THAN ONE YEAR AFTER THE GROUNDS FOR THE CLAIM HAD ARISEN. THIS INCLUDES CLAIMS REGARDING THIRD PARTY PROVIDERS' FAILURES TO GENERATE TRAFFIC OR LEADS FOR CUSTOMER. CLAIMS REGARDING INNEFFICIANCY, NEGLIGENCE OR WRONGDOING OF THIRD PARTY PROVIDERS OR AFFILIATES WILL NOT BE BROUGHT AGAINST TRAFFICASA, AND CUSTOMER EXPRESSLY WARRANTS AND AGREES TO INDEMINIFY AND HOLD HARMLESS TRAFFICASA AGAINST ANY SUCH CLAIMS.
 5. Trafficasa makes no representations or warranties to Customer that the performance of its obligations under this Agreement will produce any level of profit or business or that any defined action will lead to further conversions or economic benefit for the Customer. Trafficasa warrants that it will perform its Services in a competent and workmanlike manner. Trafficasa does not warrant that it will be able to perform its Services error free or without interruption. Trafficasa does not warrant that the Service will meet any special requirements of condition, quality, performance, merchantability or fitness for any purpose, or that the service will generate particular revenues or profits for the Customer. Trafficasa does not warrant to any specific amount of leads or for any specific GEO. For avoidance of doubt. The Daily Cap as discussed by the Parties shall be considered as a recommendation only and shall not create in any way a liability toward Trafficasa.
 9. Trafficasa shall not be liable for any errors in content or omissions. In no event will Trafficasa be liable for any failure, disruption, downtime, interruption, miscalculation, delay, inaccuracy, or any other non-performance related to Trafficasa Services.
 10. Trafficasa does not warrant that deposits from End Users it refers to Customer will satisfy Customer's minimum deposit requirements. It is Customer's responsibility to enforce minimum deposit requirements it has set out, and no claims may be brought against Trafficasa in this regard in any way.
9. **Indemnification.**
1. Customer will indemnify, defend, and hold harmless Trafficasa and its officers, directors, agents, affiliates, distributors, franchisees, and Third Party Providers, and employees from and against all third party claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, demands, actions, suits, investigations, arbitrations or any other proceedings
10. **Intellectual Property Rights.**
1. Each Party retains all right, title, and interest in and to its Intellectual Property rights and software and/or property and nothing contained in this Agreement will grant either Party any right, title or interest in the trademarks, trade names, service marks, copyrights or other Intellectual Property rights of the other Party other than the limited license grants provided herein.
11. **Confidential Information.**
1. "Confidential Information" means any information of the disclosing Party and/or its affiliates, whether or not in tangible form, of a private, secret, proprietary or confidential nature, or treated by the disclosing Party as such (including by marking such information as confidential or by informing the receiving Party in writing of such disclosure of Confidential Information), including but not limited to: (1) any deliverables provided by a Party under this Agreement; (2) any reports or invoices delivered by a Party under this Agreement; (3) information relating to a Party's business or financial affairs; (4) marketing strategies of a Party; (4) lists of Customers, suppliers and service providers of a Party; or (5) any information of any third party as to which the disclosing Party owes a duty of confidentiality. Confidential information shall not include any information that the non-disclosing Party can verify with substantial proof: (1) is generally available or known to the public through no wrongful act of the non-disclosing Party; (2) was independently developed by the non-disclosing Party; or (3) was disclosed to the non-disclosing Party by a third party under no obligation of confidentiality to such Party; or (4) is required by law or regulation or pursuant to judicial or administrative process to be disclosed; provided, however, that in such case the Receiving Party shall promptly notify the Disclosing Party of the details of the requirement to disclose (with supporting documentation) and allow the Disclosing Party a reasonable time to oppose or otherwise limit such disclosure.
 2. The Parties agree and acknowledge that, as a result of negotiating, entering into and performing this Agreement, each party has and will have access to certain of the other party's Confidential Information. Each party also understands and agrees that misuse and/or disclosure of that information could adversely affect the other party's business. Accordingly, the Parties agree that, during the Term of this Agreement and thereafter, each Party shall use and reproduce the other party's Confidential Information only for the purposes of this Agreement and only to the extent necessary for such purpose and shall restrict disclosure of the other party's Confidential Information to its employees, consultants or independent contractors with a need to know and shall not disclose the other party's Confidential Information to any third party without the prior written approval of the other party.
 3. Notwithstanding the foregoing, it shall not be a breach of this Agreement for either party to disclose Confidential Information of the other party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior notice and the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure.
12. **Governing Law and Dispute resolution**
- This Agreement shall be governed by, and construed solely in accordance with the Laws of the United Kingdom. The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the parties fail to agree on the terms of settlement, either side may submit the dispute to confidential arbitration proceedings by a sole arbitrator according to ICC rules in London (if there is no other arbitration agreed between both parties), whose decision shall be final and binding. Arbitration shall be conducted in the English language.
13. **General Matters.**
1. **Relationship of Parties** . The Parties are independent contractors and will so represent themselves in all regards. Nothing herein shall be deemed to create the relationship of employer-employee, agency, joint venture or partnership between the Parties or between either of the Parties and any third party.

2. Assignment . Neither this Agreement nor any interest, right or obligation herein may be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign any of its interests, rights and obligations under this Agreement without the consent of the other Party to an affiliated company or in the event of a merger, consolidation, change of control or sale of all or substantially all of its assets, provided that the third party undertakes its rights and obligations under this Agreement. Any assignment or transfer not specifically permitted herein shall be null and void. This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns.
3. Entire Agreement. This Agreement sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither Party has relied upon any such prior or contemporaneous communications.
4. Amendments . No modification or other amendment to this Agreement shall be valid unless reduced to writing and signed by authorized representatives of both Parties.
5. Severability . In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
6. No Waiver . No waiver of any rights and/or remedies arising under this Agreement shall be effective unless executed in writing and signed by the Party against whom such waiver is sought to be enforced. The non-enforcement of any right and/or remedy with respect to a breach of any provision herein contained shall not be deemed to be a waiver of such rights and/or remedies, or of the enforcement of any rights and/or remedies with respect to any subsequent breach of the same or other provisions.
7. Notices . All Notices pursuant to this Agreement will be sent to the contacts specified in the IO or to other such individuals as either Party may specify in writing.
8. Force Majeure .

If either Party is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, that Party shall:

- promptly serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure and the measures it is taking to remedy and/or mitigate the effects;
- use all reasonable endeavors without being obliged to incur any expenditure to mitigate the effects of Force Majeure and/or bring the Force Majeure event to a close, or to find a solution by which the Agreement may be performed despite the continuation of the Force Majeure event;
- have no liability (save for the service of notice pursuant to the provisions of this Article 13.1) in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and
- upon cessation of the Force Majeure event, use its reasonable endeavors to recommence its affected operations in order for it to perform its obligations.

For the purposes of this Agreement "Force Majeure" means any cause beyond the reasonable control of the parties including, without limitation, any of the following:

- act of God;
- war, insurrection, riot, civil disturbance, acts or attempted acts of terrorism;
- fire, explosion, flood, storm;
- theft or malicious damage;
- strike, lock-out, or other industrial dispute, third party injunction;
- national defense requirements, acts or regulations of national or local governments (including, without limitation, legislation or other regulation restricting, preventing or otherwise prohibiting the provision or availability of internet-based gaming);
- public power shortages, malfunctions or failures in public telecommunication or IT services, or breakdown of other public infrastructures; or
- inability to obtain essential power, raw materials, labor, malfunction of machinery or apparatus.

If the event of Force Majeure continues for 45 (forty-five) days, at that point either Party may terminate this agreement immediately.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth above.

Trafficasa: _____

Customer: _____