

T&C for Affiliates

THIS Affiliate 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 "**Business Affiliate**" or "**Affiliate**"), said parties sometimes jointly hereinafter referred to as the ("**Parties**").

each a "**Party**" and collectively the "**Parties**".

By entering into this Agreement with the Affiliate, the Company aims to set out the framework in accordance with which the Affiliate will provide Services to the Company,

The Affiliate is willing to direct web-traffic to the Company in return for a Commission (as defined below) earned as specified in this Agreement, and subject to the terms and conditions of this Agreement, including with respect to the conduct of work by the Affiliate in a manner that is compliant with the Applicable Laws and Regulations at all times,

THE AFFILIATE AGREES TO THE FOLLOWING TERMS AND CONDITION, AS A WHOLE:

1. Parties; Definitions

- 1.1. "**Affiliate**" - an Independent Entity (individual or entity) that applied for participating in the Company's Affiliate program (the "**Program**") and provide traffic of new potential clients to third parties websites by my means of marketing efforts, agreed to all these Terms and Condition and has been approved by the Company, as a participant in the Program.
- 1.2. "**Company**" - the Company is **Trafficasa**, which provides Marketing solutions for Affiliates and Brokers, defined herein, and associate between Affiliates and Brokers (the "**Company's Services**").
- 1.3. "**Brokers**" - an independent entity that accepts, up to its discretion, the Affiliate's referred clients ("**Broker**" or "**Brokers**").
- 1.4. "**Clearance Costs**" - shall include all fees paid by Company to third party companies for credit card clearance, money transfers, e-wallet, and any other payment methods, including (but not limited to) deposit fees and chargeback fees.
- 1.5. "**Fraud Costs**" - shall include all costs caused to Company due to fraud attempts made by Affiliate clients.
- 1.6. "**Incentives Costs**" - shall include all bonuses and compensations paid by Company to the Affiliate clients as part of the sales process.
- 1.7. "**Client**" - shall mean an individual user who was directed by the Affiliate and identified by a Tracker ID, defined herein, assigned to such Affiliate; provided that: (i) such Affiliate is confirmed by Company as included in the Program and is linked to the Site(s) in accordance with this Agreement, and (ii) such user is not already registered to the Site under a different name or through a different identity (iii) such user has made at least one trade using the deposited funds and did not withdraw his funds prior to trading.
- 1.8. "**Tracker ID**" - a tracking tool which submit tracking records that will assist the Company to identify the Affiliate and to record its activities, services etc.
- 1.9. "**Program Policies**" - Shall mean the Program Policies, which may be reasonably amended from time to time by the Company, without prior notice and at its sole discretion, as published by the Company at the Site. The Program Policies shall supersede the provision of the Terms and Conditions contained in this Agreement.
- 1.10. "**Working Hours**"- 9:00- 19:00 according to each time zone per GEO.

2. Responsibilities and Undertakings of the Affiliate.

- 2.1. The Affiliate will use its best efforts and shall devote reasonable amounts of its time, personnel and resources for the purpose of referring potential Clients to the Company (Generating "**Leads**").
- 2.2. Working Hours/Days- The Affiliate shall do its best commercial efforts to send traffic only during the requested working hours and in no way the traffic sent outside of the Working Hours shall nor exceed 5% from the Leads out of the DAILY Cup agreed between the Parties.
- 2.3. The Affiliate must update Trafficasa immediately of any change, technical Issue, any campaign change and/or any issue that might compromise the work of Trafficasa or its Brokers.

- 2.4. The Affiliate shall Respond and do its best to solve the issue within 24 hour of receiving any request for a feedback or any cooperation via mail or Skype as a result of any Dispute from Trafficasa's Brokers. Failure to receive any kind of response from the Affiliate within 24 Hours shall entitle Trafficasa with the right to deny payment for the Traffic in dispute.
- 2.5. It is hereby clarified that the Brokers will have sole and absolute discretion with regard to the acceptance of any client and/or their contractual arrangements with clients. The Brokers shall have sole discretion to refuse and/or to accept any client and/or deny service to any Client and/or change or terminate its relations with any client without explanations. Affiliate shall not be entitled to any payment, commission or other consideration for unapproved or terminated Client.
- 2.6. The Affiliate undertakes to provide accurate and timely information as required by Company to enter into this Agreement and/or to provide the services; and observe all applicable laws, statutes, regulations, directions and codes, including without limitation, intellectual property law.
- 2.7. The Affiliate shall inform the Company immediately of any claim or complaint that may reasonably lead to a claim, demand or liability against the Company, its officers or any of the Company related entities known to the Affiliate. The Affiliate further undertakes to report as required by the Company, and to furnish any report or information required by the Company to it, including with regards to the Affiliate's activity, expenses, methods and performance, without limitation.
- 2.8. The Affiliate shall not give any presentation or warranty in the name of the Company and may not obligate the Company in any way or make any representation regarding the Company, without the prior written approval from the Company.
- 2.9. All Creative and/or marketing and/or promotional materials used by the Affiliate, in relation to the Company or Brokers shall be provide to the Affiliate by Company according to its sole discretion. The Affiliate obligates not to use any promotional and/or creative and/or marketing materials which were not provided to him by the company. E-mail marketing or promotions with respect to Brokers, shall be executed by the Affiliate with accordance to the applicable law (including all Anti-Spam laws) and the commercial customary way, including any restriction regarding the use of "spamming", and enabling the use of "unsubscribe" options and interfaces.
- 2.10. The Affiliate shall not engage in any fax, broadcast or telemarketing and any other offline marketing methods with respect to The Company and/or The Company's Related Entities; shall not use Malware and/or Spyware techniques or use any other aggressive advertising or marketing methods in any of its dealings relating to the Company and/or the Company's Related Entities; shall not make any false, misleading or disparaging representations or statements with respect to the Company and/or the Company's Related Entities; shall not Engage in any other practices which may affect adversely the credibility or reputation of the Company and/or the Company's Related Entities, including but not limited to, using any website in any manner, or having any content on 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; shall not make any false or misleading representations and/or omissions with respect to the Affiliate's earnings.
- 2.11. The Affiliate hereby undertakes to maintain the Company's good reputation during the term of this Agreement. The Company reserves its right to terminate this Agreement effective immediately in case of any risk to the Company's good reputation subject to Company's sole discretion resulting from the Affiliate actions or omission or any third Party directed to the Company by the Affiliate.

3. Advice

- 3.1. To avoid any doubt, the Company does not and may not advise its clients with regards to investments or any securities, nor about any trading action or non-action, and any tax issues and/or consequences in connection therewith. The Company may provide or publish general market information, advice or recommendations. By doing so, the Company gives no representation, warranty or guarantee as to their accuracy or completeness or as to the trading and/or tax consequences of any trade. Also, the provision of such information is incidental to the Client's relationship with the Affiliate and is provided solely to enable the Client to make independent decisions.

3.2. In the event that the Affiliate provides such information to a Client, the Affiliate shall have full responsibility towards the Client and under any law, and the Company shall not be responsible towards the Client in any way, including, without limiting, for the profitability of such information, losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information.

3.3. The Affiliate shall act in a loyal and faithful manner toward the Company, avoid any conflict of interest towards the Company and inform the Company promptly if such conflict arises.

4. Company's Logo and Creative.

4.1. The Affiliate may display the Company logo, trademarks and any other creative provided by the Company (all shall be referred to as the "Creative"), on the Affiliate Websites, solely for the purpose of marketing and promoting the Company and the Company services during the term of these Terms and Conditions, or until such otherwise instructed by the Company. It is clarified that the Affiliate shall have no right to any of the Creative provided by the Company or any derivative thereof.

4.2. Any usage, display or reproduction of the Company names, trademarks, service marks, logos, imagery and other content shall be done under the terms of this Agreement only and shall be subject to the terms and conditions set or amended from time to time by the Company, at its sole discretion.

5. Consideration.

5.1. The Affiliate shall be entitled to receive consideration as set in the IO attached hereto only and against an appropriate invoice submitted by the Affiliate including the Affiliate's bank account details as provided by the Affiliate including, entity and/or Affiliate name and bank account details to submit a wire transfer, as applicable.

5.2. In case of Prepayment made by Trafficasa- the Affiliate shall provide the traffic within 3 business days from the date of receiving the full payment from Trafficasa. Failure to provide traffic within the time frame shall require the Affiliate to repay the entire amount immediately upon Trafficasa's request.

5.3. The Affiliate waives explicitly any claim regarding the nature of this engagement, including partnership, joint venture, finder's fees, right to profits, enrichment, and any joint rights in any Client, any business activity or the Company or otherwise.

5.4. Affiliate shall be solely liable for all costs related to the referred Clients. The Company shall not bear and shall be fully reimbursed for any Clearance costs, Incentives costs and Fraud costs, including any costs and expenses reasonably connected with the same (i.e. legal fees incurred when dealing with fraud shall be deemed reasonable Fraud Costs), incurred or spent by the Company or reasonably expected to be incurred or spent, even if not yet incurred or spent. All such costs, expenses and payments may be setoff against any payment due and payable to the Affiliate or otherwise payable within 14 days. Failure to setoff any payment shall not constitute waiver or cessation of such payment or deduction.

5.5. Any and all additional costs associated with payment, such as wire fees or other similar expenses, will be deducted from the Affiliate's net payment.

5.6. Payments to the Affiliate may be adjusted by the Company as necessary in taking into account prior months' payments on account of any breach, fraud, chargeback or other unexpected costs incurred by unreasonable action on the part of the Affiliate.

5.7. Any delay in payment by the Company shall not constitute material breach nor will incur any arrears unless a written notice has been given to the Company and the Company did not rectify and/or performed the payment due within 14 days.

5.8. **Self Deposit-** in the following cases the deposits made shall not be considered as payable "FTD" and the Affiliate shall not be entitled for any payment for such FTD:

- a) The Client submitted a refund request within 24 hours from the actual FTD and Trafficasa determined according to its sole discretion that the Broker worked according to the rules and Obligation set by Trafficasa and related to such "Self deposit" cases (the: "**Work Flow**").

- b) The Broker failed to reach the Client which performed the "Self Deposit" by phone in a period of 7 working days after the FTD and Trafficasa determined according to its sole discretion that the Broker worked according to the Work Flow.
- c) The Broker succeed reaching the Client which performed the "Self Deposit" but the Client insist to withdraw the FTD.

5.9. Term and Termination:

The Company may terminate these Terms and Conditions, at any time, with or without cause, effective immediately upon written notice to Affiliate. The Affiliate may terminate these Terms and Conditions at any time, with or without cause, with a 180 days prior written notice to the Company.

5.10. Consequences of Termination: Upon expiration or termination of these Terms and Conditions.

- 5.10.1. The Affiliate shall immediately cease displaying the Creative on any Website or otherwise make any use of the Company's Intellectual Property, signs, symbols, names, trademarks and confidential information, and return any and all such material to the Company with a signed statement, verified by a licensed attorney, evidencing the execution of this provision and compliance with the terms of this Agreement, at the Company's discretion.
- 5.10.2. All rights granted to the Affiliate hereunder will immediately cease, Except for the Affiliate's right to compensation as described in the IO. In the Event that these Terms and Conditions were terminated due to breach of these Terms and Conditions by the Affiliate or due to failure of the Affiliate to perform according to the Company's commercially reasonable instruction with regard to the execution of the Affiliate obligation described in these Terms and Conditions, then the Affiliate shall have no right to any consideration.
- 5.10.3. The Affiliate shall immediately return to the Company all property of Company in his possession or control (including all Creative and all Confidential Information), as per this article 5.
- 5.10.4. This Agreement and all Affiliate activity under this Agreement is subject and shall be regulated by the Company's reasonable customary policies, as may be amended by the Company from time to time, at its discretion.

6. Proprietary Rights.

Any documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, Creative, websites, and any additional intellectual or other property used by or on behalf of the Company or otherwise related to the Company, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein (collectively, "Company Property") shall be and remain the sole and exclusive property of the Company. Parties explicitly agree that Clients and potential clients contact details and information and any other information shall consist as the Company's Property and Confidential Information.

7. Confidential Information.

- 7.1. Confidential Information Shall include, but shall not be limited to, any and all information associated with the other Party's business and not publicly known, including, the contents of these Terms and Conditions, specific trading information, technical processes and formulas, source codes, 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. Parties agree that no Entity shall be entitled to use the database of Clients for purposes not related to these Terms and Conditions.
- 7.2. The commercial terms of these Terms and Conditions, are confidential information of the Company, and the Affiliate shall not disclose them to any person, including after the termination of this Agreement for any reason. Affiliate warrants that he is aware that such disclosure will cause the Company substantial damages.
- 7.3. Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations hereunder. Each Party agrees that 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 by or to its employees, agents and subcontractors on a need to know; as required by any law, regulation, or order of any court of proper jurisdiction over the Parties.

7.4. 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 these Terms and Conditions; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of these Terms and Conditions.

7.5. The Affiliate shall keep secret, at all times, all customer lists, Leads, potential and/or prospective customer lists, names, addresses and other information regarding customers, leads and prospective customers of the Company.

8. Disclaimer Of Warranty.

THE COMPANY MAKES NO WARRANTIES HEREUNDER, AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE COMPANY'S SERVICES. THE AFFILIATE UNDERSTANDS AND AGREES THAT THE COMPANY'S SERVICES ARE BASED ON INTERNET AND COMMUNICATION NETWORKS AND RELY PARTLY ON THIRD PARTY SERVICES, WHICH ARE NOT UNDER THE CONTROL OF THE COMPANY. THE COMPANY'S SERVICES MAY NOT BE FREE OF MALFUNCTIONS AND THE COMPANY SHALL NOT BE LIABLE IN ANY WAY IN SUCH EVENTS.

9. Limitation of Liability.

THE COMPANY SHALL HAVE NO LIABILITY WITH RESPECT TO THE SERVICES PROVIDED BY THE COMPANY OR ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS OR OTHERWISE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF THE COMPANY HAS BEEN ADVISED OF SUCH DAMAGES. IN ANY EVENT, THE COMPANY LIABILITY TO THE AFFILIATE UNDER FOR ANY REASON WILL BE LIMITED TO THE LOWER OF (1) AMOUNTS PAID TO AFFILIATE BY THE COMPANY DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES; OR (2) US\$ 500 PER EACH MONTH IN WHICH THIS AGREEMENT HAS BEEN IN FORCE. 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.

10. Indemnification

The Affiliate agrees to indemnify, defend and hold harmless the Company, it's 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 attorneys' fees, to the extent that such action is based upon or arises out of Affiliate's breach of any representation, warranty, obligation or covenant under these terms and conditions; or Affiliate 's negligence or willful misconduct; or any warranty, condition, representation, indemnity or guarantee relating to the Company granted by the Affiliate to any third party.

11. General

11.1. Force Majeure: If the performance of any part of these Terms and Conditions by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, war, act of terror, strike, 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 these Terms and Conditions), labor disputes, act of God 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 these Terms and Conditions 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 Affiliate agreement supersedes and renders null and void any and all previous agreements between the parties. This includes but is not limited to any and all Affiliate, White Label, Chained-Agent, Affiliate, Founder,

Shareholder, and Exclusive Territory Agreements. These Terms and Conditions 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. Notices:** Any notice, approval, request, authorization, direction or other communication under these Terms and Conditions shall be given in writing and shall be deemed to have been delivered and given for all purposes on the delivery date if delivered personally or by e-mail to the Party to which the same is directed; after two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or after 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 these Terms and Conditions or to exercise any right under these Terms and Conditions 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:** These Terms and Conditions, including all Schedules hereto, set forth the entire agreement and supersede any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein. No amendment or modification of any provision of these Terms and Conditions shall be valid unless set forth in a written instrument signed by both Parties.
- 11.6. Assignment:** The Affiliate shall have no right to assign or otherwise transfer these Terms and Conditions, or any of its rights or obligations hereunder, to any third party without The Company's prior written consent, to be given or withheld at the Company's sole discretion.
- 11.7. Applicable Laws and Jurisdictions:** 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.
- 11.8. Setoff; Lien:** Affiliate hereby waives any right of lien and setoff with regards to the Company. Affiliate expressly acknowledges that Company may setoff any payments due to it under this Agreement.
- 11.9. Survival:** Sections 5 through 11 (inclusive) shall survive the termination or expiration of these Terms and Conditions.

Affiliate Full name: _____

Passport No. or Company No.: _____

Signatures:

Affiliate Signature

Company: **Trafficasa Ltd**

Name of Signatory: _____

Signatures:

Company Approval